

THIS IS **EXHIBIT "N"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.



THIS IS **EXHIBIT "O"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.



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## Instrument Details

---

**Application****Registration Number**

4036439

**Registry**

FNLRS

**Instrument Type**

026 - Sub-Lease

**Registration Date/Time**

2021-09-17 10:16:41 AM

**Instrument Date**

2021-08-24

**Date Forwarded**

2021-09-17

**Date Received**

2021-09-17

**Land**

Land Type	PIN	Legal Description	Area
Parcel	403030702	LOT 13 BUSINESS PARK SUBDIVISION	0.000

**Instrument****Purpose**

COMMERCIAL

**Effective Date**

2021-09-01

**Expiry Date**

2056-08-31

**Actual Expiry Date****Term Type**

Fixed Term

**Term**

Years: 35 Months: 0 Days: 0

**Instrument Remarks**

LEASE REG #4036288

**Grantors**

Party Type	Qualifier	Name
Corporation		Chi-Zhiingwaak Business Park Inc.

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Corporation		Original Traders Energy LP	None			403030702 - LOT 13 BUSINESS PARK SUBDIVISION

**Instruments Related by Registration Number**

Registration Number	Land Affected / Legal Description	Instrument Type
4036439	LOT 14-1 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 15 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 14-2 BUSINESS PARK SUBDIVISION	Sub-Lease

**Associated Instruments**

<b>Registration Number</b>	<b>Land Affected / Legal Description</b>	<b>Instrument Type</b>
4036288	LOT 2001	Lease

**Reference Registration**

**Date modified:** 2023-08-25

v: 1.2.6.1



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**Application****Registration Number**

4036439

**Registry**

FNLRS

**Instrument Type**

026 - Sub-Lease

**Registration Date/Time**

2021-09-17 10:16:41 AM

**Instrument Date**

2021-08-24

**Date Forwarded**

2021-09-17

**Date Received**

2021-09-17

**Land**

Land Type	PIN	Legal Description	Area
Parcel	403030704	LOT 14-2 BUSINESS PARK SUBDIVISION	0.000

**Instrument****Purpose**

COMMERCIAL

**Effective Date**

2021-09-01

**Expiry Date**

2056-08-31

**Actual Expiry Date****Term Type**

Fixed Term

**Term**

Years: 35 Months: 0 Days: 0

**Instrument Remarks**

LEASE REG #4036288

**Grantors**

Party Type	Qualifier	Name
Corporation		Chi-Zhiingwaak Business Park Inc.

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Corporation		Original Traders Energy LP	None			403030704 - LOT 14-2 BUSINESS PARK SUBDIVISION

**Instruments Related by Registration Number**

Registration Number	Land Affected / Legal Description	Instrument Type
4036439	LOT 14-1 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 15 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 13 BUSINESS PARK SUBDIVISION	Sub-Lease

**Associated Instruments**

<b>Registration Number</b>	<b>Land Affected / Legal Description</b>	<b>Instrument Type</b>
4036288	LOT 2001	Lease

**Reference Registration**

**Date modified:** 2023-08-25

v: 1.2.6.1



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**Application****Registration Number**

4036439

**Registry**

FNLRS

**Instrument Type**

026 - Sub-Lease

**Registration Date/Time**

2021-09-17 10:16:41 AM

**Instrument Date**

2021-08-24

**Date Forwarded**

2021-09-17

**Date Received**

2021-09-17

**Land**

Land Type	PIN	Legal Description	Area
Parcel	403030703	LOT 14-1 BUSINESS PARK SUBDIVISION	0.000

**Instrument****Purpose**

COMMERCIAL

**Effective Date**

2021-09-01

**Expiry Date**

2056-08-31

**Actual Expiry Date****Term Type**

Fixed Term

**Term**

Years: 35 Months: 0 Days: 0

**Instrument Remarks**

LEASE REG #4036288

**Grantors**

Party Type	Qualifier	Name
Corporation		Chi-Zhiingwaak Business Park Inc.

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Corporation		Original Traders Energy LP	None			403030703 - LOT 14-1 BUSINESS PARK SUBDIVISION

**Instruments Related by Registration Number**

Registration Number	Land Affected / Legal Description	Instrument Type
4036439	LOT 15 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 13 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 14-2 BUSINESS PARK SUBDIVISION	Sub-Lease

**Associated Instruments**

<b>Registration Number</b>	<b>Land Affected / Legal Description</b>	<b>Instrument Type</b>
4036288	LOT 2001	Lease

**Reference Registration**

**Date modified:** 2023-08-25

v: 1.2.6.1



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## Instrument Details

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**Application****Registration Number**

4036439

**Registry**

FNLRS

**Instrument Type**

026 - Sub-Lease

**Registration Date/Time**

2021-09-17 10:16:41 AM

**Instrument Date**

2021-08-24

**Date Forwarded**

2021-09-17

**Date Received**

2021-09-17

**Land**

Land Type	PIN	Legal Description	Area
Parcel	403030705	LOT 15 BUSINESS PARK SUBDIVISION	0.000

**Instrument****Purpose**

COMMERCIAL

**Effective Date**

2021-09-01

**Expiry Date**

2056-08-31

**Actual Expiry Date****Term Type**

Fixed Term

**Term**

Years: 35 Months: 0 Days: 0

**Instrument Remarks**

LEASE REG #4036288

**Grantors**

Party Type	Qualifier	Name
Corporation		Chi-Zhiingwaak Business Park Inc.

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Corporation		Original Traders Energy LP	None			403030705 - LOT 15 BUSINESS PARK SUBDIVISION

**Instruments Related by Registration Number**

Registration Number	Land Affected / Legal Description	Instrument Type
4036439	LOT 14-1 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 13 BUSINESS PARK SUBDIVISION	Sub-Lease
4036439	LOT 14-2 BUSINESS PARK SUBDIVISION	Sub-Lease

**Associated Instruments**

<b>Registration Number</b>	<b>Land Affected / Legal Description</b>	<b>Instrument Type</b>
4036288	LOT 2001	Lease

**Reference Registration**

**Date modified:** 2023-08-25

v: 1.2.6.1

THIS IS **EXHIBIT "P"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



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A Commissioner, etc.

287



Fort Frances Municipal Airport

Aeron Landing Golf Course

Frog Creek Rd

Rainy Lake Outfitters

Complex

1490 m

Image © 2023 CNES / Airbus  
Image © 2023 Airbus

Google Earth

Display Date: 3/4/2023 48°38'28.78" N 93°23'58.38" W elev: 342 m eye alt: 6.79 km

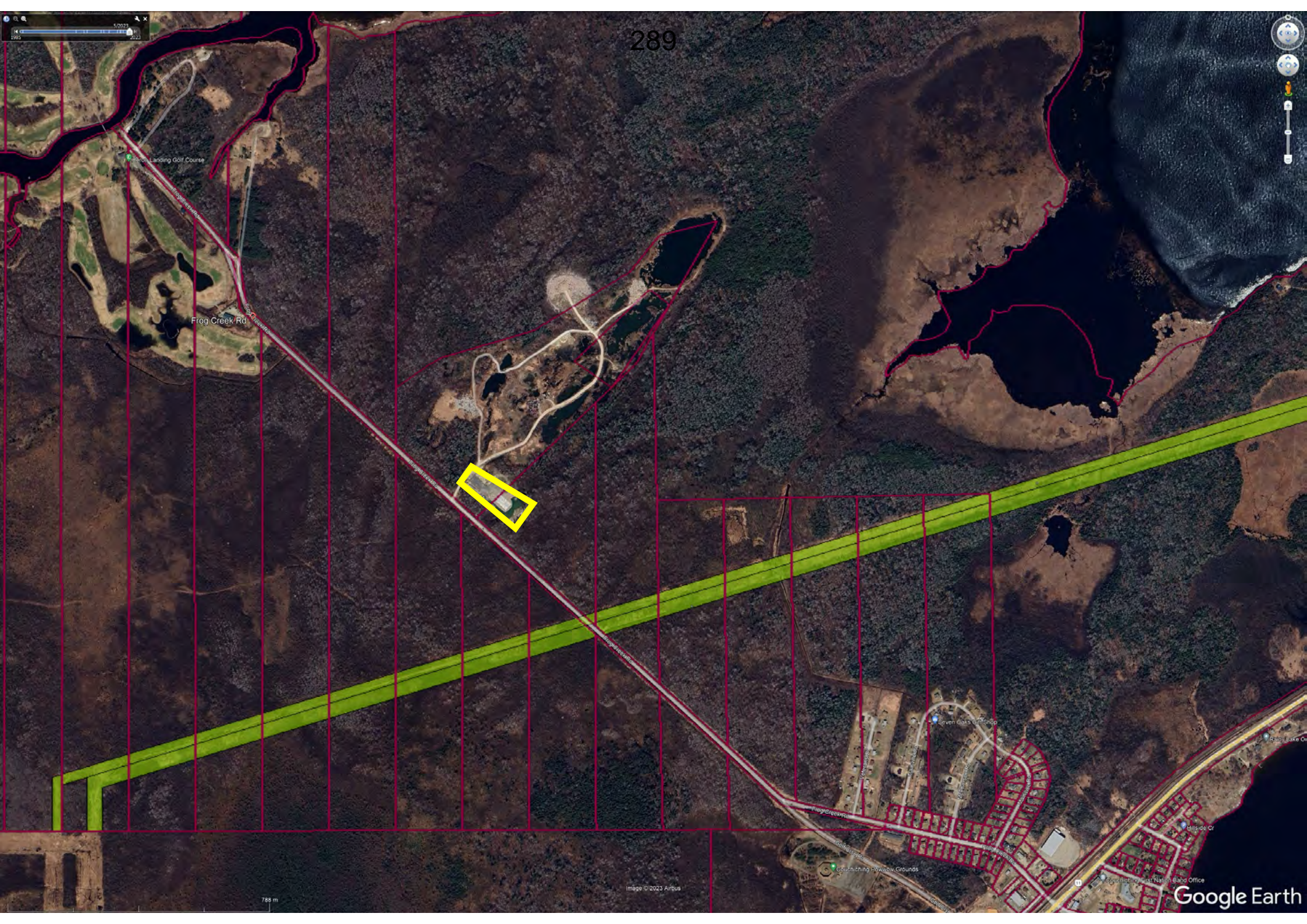
THIS IS **EXHIBIT "Q"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be "A. [unclear]", written in a cursive style.

---

A Commissioner, etc.



289

Parson Landing Golf Course

Frog Creek Rd

Seven Oaks Cliff Shop

Couching Prow Grounds

Google Earth

788 m

Image © 2023 Airbus

THIS IS **EXHIBIT "R"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



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A Commissioner, etc.



**GRAVEL PIT, 1963 CLSR**

 Government of Canada / Gouvernement du Canada  
 Surveyor General Branch - Direction de l'arpenteur général  
*Beyond Boundaries - Au-delà des frontières*



[srs.mcan.gc.ca](https://srs.mcan.gc.ca) - [sgr.mcan.gc.ca](https://sgr.mcan.gc.ca)

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCan PIN / NIP / RNCan	119045
PARCEL DESIGNATION / DESIGNATION DE PARCELLE	GRAVEL PIT
REMAINDER / RÉSIDU	YES / OUI
PLAN	1963 CLSR ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	COUICHINGO INDIAN RESERVE NO. 164 / RÉSERVE INDIGÈNE COUICHINGO NO. 164

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Frog Creek Rd

Seven Oaks Gift Shop

Procter Avenue

Colborne Ave

Couichingo Pow Wow Grounds

Government of Canada National Band Office

**LOT 7, 1963 CLSR**

 **Government of Canada** / **Gouvernement du Canada**  
 Surveyor General Branch - Direction de l'arpenteur général  
*Beyond Borders - Au-delà des frontières*



[cls.srccan.gc.ca](http://cls.srccan.gc.ca) / [sac.srccan.gc.ca](http://sac.srccan.gc.ca)

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRC an PIN / NIP RNC an	1190649
PARCEL DE SIGNATOR / DESIGNATION DE PARCELLE	LOT 7
REMAINDER / RÉSIDU	NO / NON
PLAN	1963 CLSR ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	COUCHICHING INDIAN RESERVE NO. 18A / RÉSERVE INDIENNE COUCHICHING NO. 18A

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Frog Creek Rd

Seven Oaks Golf Shop

Couchiching Recreation Grounds

Couchiching Indian Nation Band Office

THIS IS **EXHIBIT "S"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be "A. [unclear]", written in a cursive style.

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A Commissioner, etc.

8961

8961

*Tr 3*

COMPILFD PLAN OF  
**RAINY LAKE INDIAN RESERVE**

N<sup>o</sup> 18 B

COUCHICHING BAND

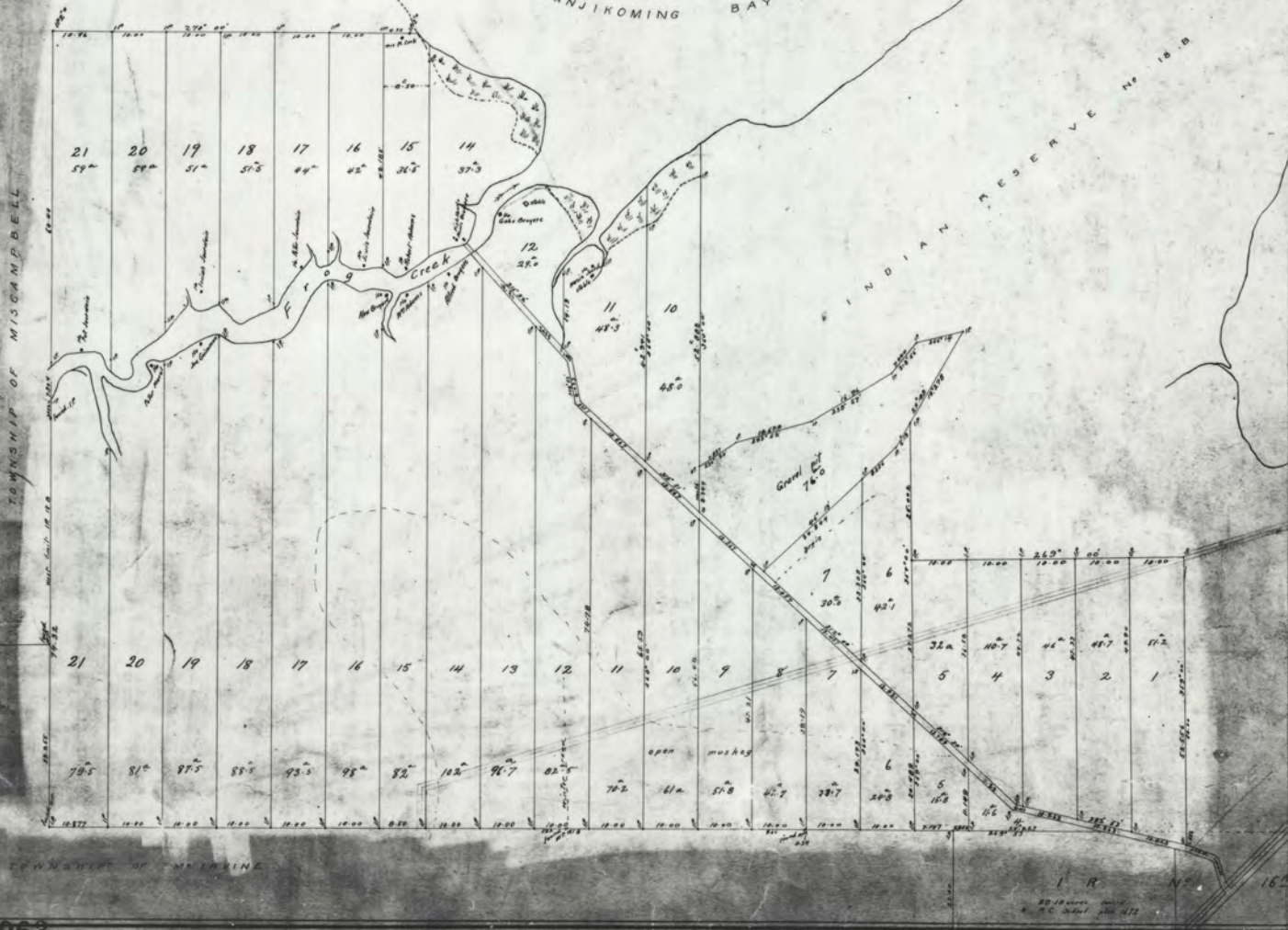
Scale 10 Chains to 1 inch

by  
*H. R. White - O.S.*

INDIAN AFFAIRS SURVEY RECORDS  
No. **1963.**

INDIAN RESERVE N<sup>o</sup> 16 D

STANJIKOMING BAY



1963

*1963*

1963

*834*

*Tr 3*

1963

THIS IS **EXHIBIT "T"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



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A Commissioner, etc.


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<u>Legal Description</u>	<u>Plan</u>	<u>Reserve</u>	<u>PIN</u>	<u>NRCan PIN</u>
<u>BLOCK E FROG CREEK SUBD</u>	Canada Lands Surveys Record 74455	06241 - COUCHICHING 16A	402007603	1190719
<u>BLOCK F FROG CREEK SUBD</u>	Canada Lands Surveys Record 74455	06241 - COUCHICHING 16A	402007604	1190703
<u>MILL SITE LOT 2</u>	Canada Lands Surveys Record 2058	06241 - COUCHICHING 16A	402009660	1190839
<u>0.23 ACRE PARCEL - PLAN BY H.A. SMITH</u>	No Plan	06241 - COUCHICHING 16A	402028215	1190841
<u>LOT M3-1</u>	Regional Survey Ontario 895	06241 - COUCHICHING 16A	402028216	1190837
<u>LOT 1-1 MILL SITE LOT 1</u>	Canada Lands Surveys Record 64796	06241 - COUCHICHING 16A	402028218	1190815
<u>LOT 1-2 MILL SITE LOT 1</u>	Canada Lands Surveys Record 64796	06241 - COUCHICHING 16A	402028219	1190814
<u>LOT 1-3 MILL SITE LOT 1</u>	Canada Lands Surveys Record 64796	06241 - COUCHICHING 16A	402028221	1190816

<u>LOT 2-1 MILL SITE LOT 2</u>	Canada Lands Surveys Record 64796	06241 - COUCHICHING 16A	402028222 1190818
<u>LOT 2-2 MILL SITE LOT 2</u>	Canada Lands Surveys Record 64796	06241 - COUCHICHING 16A	402028223 1190817
<u>LOT 90-2</u>	Canada Lands Surveys Record 65600	06241 - COUCHICHING 16A	402028224 1190690
<u>LOT 91</u>	Canada Lands Surveys Record 63248	06241 - COUCHICHING 16A	402028255 1190731
<u>PARCEL AS DESCRIBED IN BCR</u>	No Plan	06241 - COUCHICHING 16A	402028256
<u>LOT 53</u>	Canada Lands Surveys Record 65609	06241 - COUCHICHING 16A	402525869 1184611
<u>LOT 54</u>	Canada Lands Surveys Record 65609	06241 - COUCHICHING 16A	402525871 1184610
<u>LOT 135</u>	Canada Lands Surveys Record 65599	06241 - COUCHICHING 16A	402525872 1184609
<u>LOT 53</u>	Canada Lands Surveys Record 65609	06241 - COUCHICHING 16A	403012859
<u>LOT 54</u>	Canada Lands Surveys Record 65609	06241 - COUCHICHING 16A	403012860
<u>LOT 135</u>	Canada Lands Surveys Record 65599	06241 - COUCHICHING 16A	403012861
<u>&lt;-POWER LINE-&gt;</u>	Canada Lands Surveys Record 56724	06241 - COUCHICHING 16A	403012862 1190636

<u>118 ACRE PARCEL</u>	Canada Lands Surveys Record M2263	06241 - COUCHICHING 16A	403012863 1190638
<u>TWO PARCELS AND ROAD (14 ACRES)</u>	No Plan	06241 - COUCHICHING 16A	403012864 1190639
<u>20 ACRE PARCEL - MEETS &amp; BOUNDS</u>	No Plan	06241 - COUCHICHING 16A	403012865 1190640
<u>MILL SITE LOT 1</u>	Canada Lands Surveys Record 2058	06241 - COUCHICHING 16A	403012866 1190838
<u>MILL SITE LOT 3</u>	Canada Lands Surveys Record 2058	06241 - COUCHICHING 16A	403012867 1190840

**Date modified:** 2023-08-25

v: 1.2.6.1



THIS IS **EXHIBIT “U”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

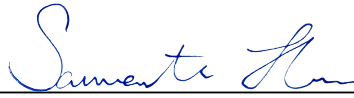
AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

This is Exhibit "A" of  
the Affidavit of Scott Hill  
Sworn before me this 27<sup>th</sup> day of January, 2023

A handwritten signature in blue ink, appearing to read "Samantha Hill", is written above a horizontal line.

A Commissioner, etc.

Account #	Customer Name	Address	Address 2	First Nation
010259OTE	Townline Variety	7329 Indian Line Road.	Wilsonville, ON N0E 1Z0	Six Nations of the Grand River Territory
022200OTE	Bearpaw Gas Bar	310 Sour Springs Road.	Hagersville, ON N0A 1H0	Six Nations of the Grand River Territory
054598OTE	Moravian Corner Store	14787 Selton Line	Thamesville, ON N0P 2K0	Moravian of the Thames First Nation
084825OTE	KT Gas And Convenience	849 Brant County Highway 54	Caledonia, ON N3W 2G9	Six Nations of the Grand River Territory
107000OTE	PETERS PETRO	14615 Selton Line	Thamesville, ON N0P 2K0	Moravian of the Thames First Nation
112356OTE	Sit N Bull Gas	3783 6th Line Rd.	Ohswéken, ON N0A 1M0	Six Nations of the Grand River Territory
122756OTE	OASIS 54 GAS	865 Hwy #54	Brantford, ON N3T 5L9	Six Nations of the Grand River Territory
143835OTE	KANATA FUELS	892 Brant County Hwy # 54	Caledonia, ON N3W 2G9	Six Nations of the Grand River Territory
226969OTE	Ohswéken Gas, Grub and Goodies	1702 Chiefswood Rd	Ohswéken, ON N0A1M0	Six Nations of the Grand River Territory
311110OTE	Renmar Energy	3-1110 Highway # 54	Caledonia, ON N3W 2G9	Six Nations of the Grand River Territory
368163OTE	Wolfie's Pit Stop	956 Highway # 54	Ohswéken, ON N0A 1M0	Six Nations of the Grand River Territory
378166OTE	40 Fuel	1074 Williams Drive	Sarnia, ON N7T 7H5	Chippewas of Sarnia First Nation
406978TYN	Five Nations Tobacco and Fuels	142 ON-49, Deseronto	Deseronto, ON K0K 1X0	Tyendinaga Mohawk Territory
438804SNA	Petro Plus Travel Stop	2966 4th Line	Ohswéken, ON N0A 1M0	Six Nations of the Grand River Territory
498634DES	Speedway Gas	939 Hwy 49	Deseronto, ON K0K 1X0	Tyendinaga Mohawk Territory
505379SHA	John's Place	5379 Old Hwy 2	Shannonville, ON K0K 3A0	Tyendinaga Mohawk Territory
512662SN	Big Six Convenience	2662 Fourth Line	Ohswéken, ON N0A 1M0	Six Nations of the Grand River Territory
525155SHA	Gas N Go	5439 Old Hwy 2	Shannonville, ON K0K 3A0	Tyendinaga Mohawk Territory
533043DES	49 Quick Stop	215 ON-49	Deseronto, ON K0K 1X0	Tyendinaga Mohawk Territory
545380SHA	Fast Freddy's	5380 Old Hwy#2	Shannonville, On K0K3A0	Tyendinaga Mohawk Territory
575344ASP	Aspen-Dunhill Holdings o/a Free Flow Petroleum Pro	2379-6 Old Highway 2	Shannonville, ON K0K3A0	Tyendinaga Mohawk Territory
61WAHTAWHA	What A Convenience	2071 Muskoka Road 38	Bala, ON P0C 1A0	Wahta Mohawk Territory
65WOLFWAHT	Wolfe Energy	A-10 Ohaha 1080	Wahta, ON P0C 1A0	Wahta Native Reservation
71RTE54	Route 54 Variety & Gas	1086 Hwy 54	Ohswéken, ON N0A1M0	Six Nations of the Grand River Territory
73SMOKTYN	Xpress Gas and Variety	161 Hwy 49	Tyendinaga, ON	Tyendinaga Mohawk Territory
74SALRVRSH	Salmon River Enterprises	5363 Old Hwy #2	Shannonville, On K0K 3A0	Tyendinaga Mohawk Territory
75SHAWANGB	Shawanaga First Nation Gas & Variety	1 Tuckers Road East	Nobel, ON P0G 1G0	Shawanaga First Nation Territory
78TUGGYSOS	Tuggys One Stop	6957 Hwy 21	Allenford, ON N0H1A0	Saugeen First Nation
83CLFUELS	Curve Lake Fuels	1360 Mississauga St	Curve Lake, ON K0L1R0	Curve Lake First Nation
84OTTERGM	Otter Gas & Marine	93 Rolлие's Bay Rd	Curve Lake, ON K0L 1R0	Curve Lake First Nation
85GIBSWAHT	Gibsons of Muskoka	P. O. Box 499	Bala, ON P0C1A0	Wahta Native Reservation
86ROOTESG	Rootes Gas Bar	6 Scotch Settlement Rd.	Southampton, ON N0H 2L0	Saugeen First Nation
93BROCANBR	BROKEN CANOE TRADING POST	7 WEST ST	BLIND RIVER, ON P0R1B0	MISSISSAUGA FIRST NATION
97JESKEN	WAMPUM FUELS	101 EVAN JOHN ROAD	ONEIDA, ON N0L2G0	Oneida Nation of the Thames

THIS IS **EXHIBIT “V”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be "Robyn", written in a cursive style.

---

A Commissioner, etc.

303



Indian Line Rd

Original Traders Energy

Indian Line Rd

Georgetown & Yorkland

Indian Line Rd

7329 Indian Line Rd

Townline Market, Gas and Groceries

Georgetown Rd

Georgetown Rd

Indian Line Rd

Indian Line Rd

231 m

Image © 2023 Maxar Technologies

Google Earth

Imagery Date: 7/24/2021 43°41'22.44" N 80°13'00.33" W elev. 322 m eye alt. 11.22 km

1585

THIS IS **EXHIBIT "W"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in cursive script, appearing to read "A. [unclear]", positioned above a horizontal line.

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A Commissioner, etc.

305

**LOT 31-17-2 CONCESSION 1 TOWNSHIP OF TUSCARORA, 105085 CLSR**

Government of Canada / Gouvernement du Canada  
 Surveyor General Branch / Direction de l'arpenteur général  
 Beyond Boundaries - Au-delà des frontières



[kiss.rncan.gc.ca](http://kiss.rncan.gc.ca) - [sats.rncan.gc.ca](http://sats.rncan.gc.ca)

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
RNCAN PIN / NIP RNCAN	1214504
PARCEL DESIGNATOR / DESIGNATION DE PARCELLE	LOT 31-17-2 CONCESSION 1 TOWNSHIP OF TUSCARORA
REMAINDER / RESIDU	NO / NON
PLAN	105085 CLSR ON
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	ENGLISH - FRANÇAIS SIX NATIONS INDIAN RESERVE NO. 40 / RÉSERVE INDIENNE DES SIX NATIONS NO. 40

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**Canada**

Indian Line Rd

Indian Line Rd

Indian Line Rd

Indian Line Rd

Indian Line Rd

7329 Indian Line Rd

Walmart, Gas and Groceries

Indian Line Rd

Indian Line Rd

Indian Line Rd

Indian Line Rd

231 m

Image © 2023 Maxar Technologies

Google Earth

THIS IS **EXHIBIT "X"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.



R-2-1-3 280201

102082 C.R.R.

**NOTES**

**BEARINGS**  
BEARINGS ARE U.T.M. GRID AND ARE DERIVED FROM RTK GPS OBSERVATIONS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF U.T.M. ZONE 17 BEING 81° WEST LONGITUDE NAD83 - CSRS (1997.0).

**DISTANCES**  
DISTANCES ARE HORIZONTAL AT GENERAL GROUND LEVEL AND ARE EXPRESSED IN METRES AND DECIMALS THEREOF. TO COMPUTE THE GRID DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE AVERAGE COMBINED SCALE FACTOR OF 0.999820.

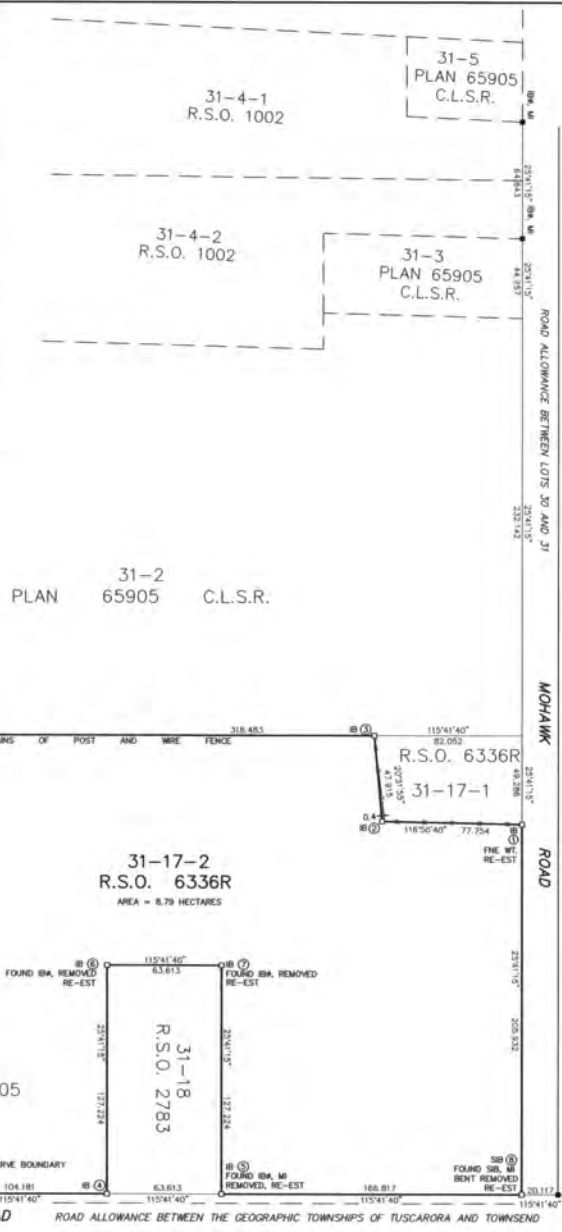
**GPS BASE DISTANCES**  
COORDINATES ARE DERIVED FROM DIFFERENTIAL CARRIER PHASE GPS OBSERVATIONS HOLDING THE CAN-NET BRANTFORD BASE STATION FIXED AT 43°09'37.4219" NORTH LATITUDE AND 80°19'45.0247" WEST LONGITUDE NAD83 (CSRS).

**LEGEND**

STANDARD IRON BAR FOUND, 0.025 SQUARE      ■ SIB  
IRON BAR FOUND, 0.015 SQUARE                ■ IB  
IRON BAR PL. 0.02 SQUARE X 0.76 LONG      □ IB  
LANDS DEALT WITH BY THIS PLAN BOUNDED THUS  
MARKINGS ILLEGIBLE                              MI  
POST AND WIRE FENCE                            -3-  
ROUND    #

ALL MONUMENTS PLACED OR RE-ESTABLISHED IN THIS SURVEY ARE MARKED WITH A CIRCLE NUMBER IN A CIRCLE AS INDICATED ON THE PLAN.  
ALL MONUMENTS ARE ACCOMPANIED BY A WOODEN STAKE 0.05 X 0.05 X 0.60.

**METRIC**  
DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048



CANADA LANDS SURVEYS RECORDS  
**105085**  
DATE: March 16, 2016

PLAN OF SURVEY OF  
LOT 31-17-2  
CONCESSION 1  
SIX NATIONS INDIAN RESERVE No. 40  
TOWNSHIP OF TUSCARORA  
PROVINCE OF ONTARIO



THE PLOT SIZE THAT WILL PROVIDE TRUE SCALE AND OPTIMUM READABILITY FOR THIS PLAN IS 360MM BY 610MM.

THIS SURVEY WAS EXECUTED DURING THE PERIOD OF AUGUST 24 AND SEPTEMBER 3, 2015 BY JOHN W. MUIR, O.L.S., C.L.S.

ADJUSTED UTM COORDINATES - GNSS CONTROL STATIONS NAD83 (CSRS), ZONE 17

STATION	NORTHING	EASTING	ELEVATION	COMBINED SCALE FACTOR	ESTIMATED ABSOLUTE ACCURACY
GCP1	4763593.50	563899.06	222.21	0.999820	0.05
GCP2	4763774.88	563522.08	223.20	0.999820	0.05

COORDINATES FOR GCP1 AND GCP2 ARE NAD 83 (CSRS), (1997.0)



RE: SECTION 38, CANADA LANDS SURVEYS REGULATIONS

CERTIFIED CORRECT  
ON THE 9TH DAY OF SEPTEMBER 2015.

*John W. Muir*  
JOHN W. MUIR  
ONTARIO LAND SURVEYOR  
CANADA LANDS SURVEYOR

DEPARTMENT OF NATURAL RESOURCES  
RE: SECTION 31 CANADA LANDS SURVEYS ACT  
AND FRAMEWORK ACCORD (DECEMBER, 2014)

APPROVED  
*Jan Wentzel*  
Jan Wentzel, C.L.S.  
MANAGER, CADASTRAL SERVICES EAST  
SURVEYOR GENERAL BRANCH

March 15, 2016  
DATE

PROJECT: 201514089  
FILE: SMB206-08225  
CHECKLIST NUMBER 3781

REVIEWED BY: P.M.C.  
DATE: 15-MAR-2015

**MACAULAY, WHITE & MUIR LTD.**  
ONTARIO LAND SURVEYORS - CANADA LANDS SURVEYORS  
440 HARGY ROAD, UNIT 2, BRANTFORD, ONTARIO, N3T 5L8  
TEL 519-752-0040 FAX 519-752-0087 memsurvey@bellnet.ca

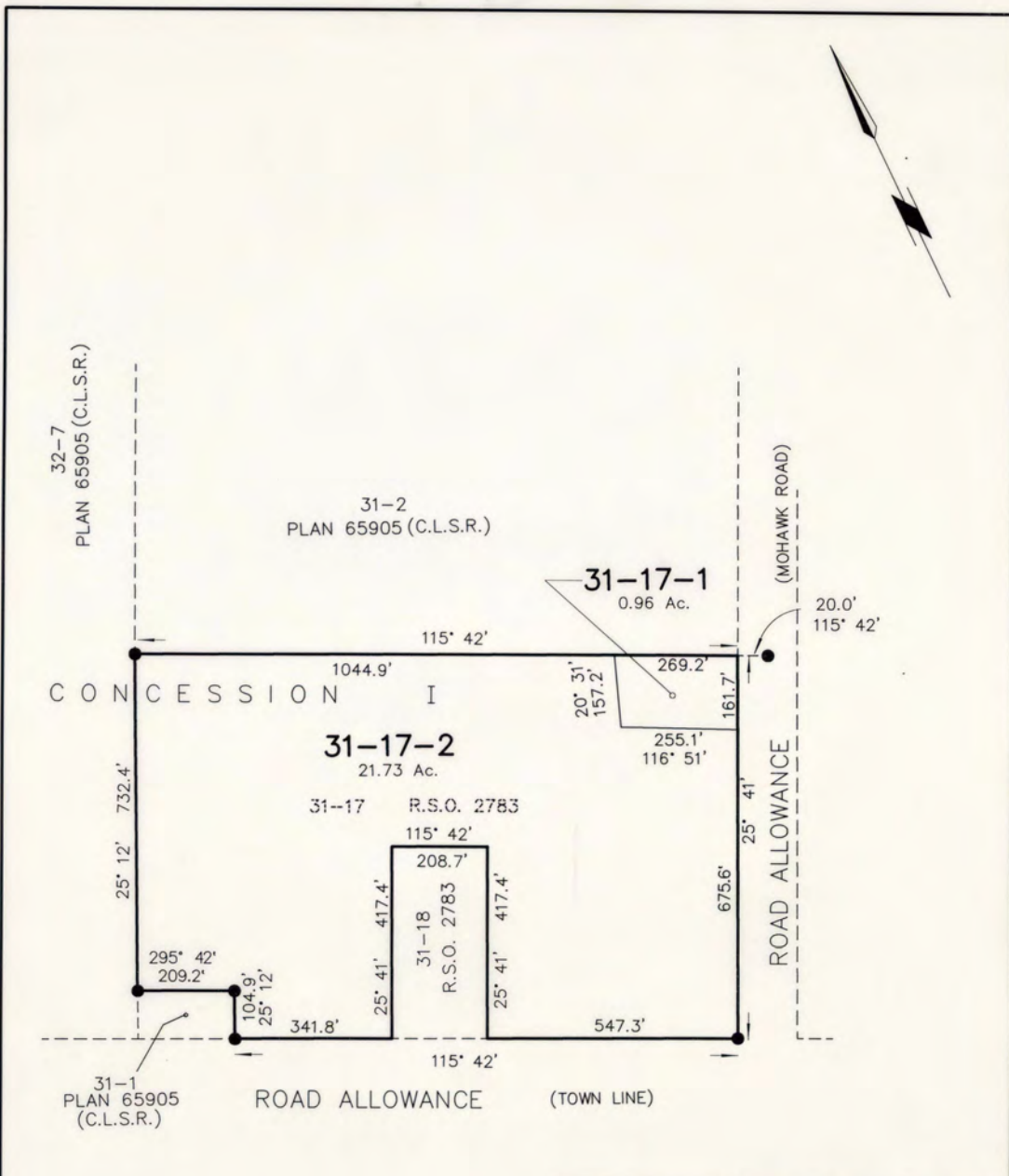
THIS IS **EXHIBIT “Y”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



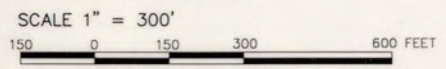
---

A Commissioner, etc.



PARCEL HISTORY	
PARCELS CREATED	CREATED FROM
31-17-1, 31-17-2	31-17, R.S.O. 2783
31-17, R.S.O. 2783	31 (REM), T183 (C.L.S.R.)

REGISTRATION PLAN OF  
**LOTS 31-17-1 AND 31-17-2**  
 (FORMERLY 31-17)  
 CONCESSION I  
 SIX NATIONS INDIAN RESERVE No. 40  
 TOWNSHIP OF TUSCARORA  
 COUNTY OF BRANT  
 PROVINCE OF ONTARIO



**LEGEND**  
 Survey Monuments shown thus..... ●  
 Lands dealt with shown thus..... —  
 Based on Plans 65905 (C.L.S.R.), R.S.O. 2783, Sketches  
 and Transfer of Land Document dated October 12th, 2001.  
 The exact location and dimensions of a lot dealt with by this plan  
 may be changed by a survey of the same lot.

Prepared in accordance with the instructions  
 of the Surveyor General of Canada Lands.  
*Marc deBellefeuille* *May 13, 2002*  
 Marc deBellefeuille C.L.S. Date  
 CERTIFIED CORRECT

DEPARTMENT OF NATURAL RESOURCES  
 Re: Section 31, Canada Lands Surveys Act and  
 Framework Agreement (February 1998)  
 APPROVED

*D.E. Culham* *Aug 27/02*  
 D.E. Culham, O.L.S., C.L.S. Date  
 DEPUTY SURVEYOR GENERAL, EAST

COMPILED BY: SIX NATIONS LAND SYSTEMS	EXAMINED BY: MTS	FILE 06225	R.S.O. 6336 R
DRAWN BY: MA	REVIEWED BY: <i>MdB</i>		

THIS IS **EXHIBIT "Z"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

## INDIAN LANDS REGISTRY SYSTEM

### Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Selected Criteria:

Registry: ILRS

PIN: 402507274

Printed on: 2023/09/26 10:01 PM

UNCLASSIFIED

<b>Legal Description:</b>	Parcel Type:	PIN:
<b>LOT 31-17-2 CONCESSION 1 TOWNSHIP TUSCARORA RSO 6336R</b>	Surface	402507274

Reserve:	Previous Legal Description:	
06225 SIX NATIONS INDIAN RESERVE NO. 40		
External Registry:		
Plan Type & No:	PIN Status:	Province:
RSO 6336R	Active	ONTARIO
Retired Reason:	Retired by Registration No:	
Band:		
121 - Six Nations of the Grand River 257 - Upper Mohawk 250 - Lower Cayuga 246 - Oneida 252 - Niharondasa Seneca 247 - Onondaga Clear Sky 254 - Lower Mohawk 253 - Delaware 244 - Bay of Quinte Mohawk 248 - Bearfoot Onondaga 251 - Konadaha Seneca 249 - Upper Cayuga 245 - Tuscarora 255 - Walker Mohawk		

<b>PIN Hierarchy :</b>	
ROOT PIN(s)	402024163R S 1/2 LOT 31 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 5 LTS 95
FORMER PIN(s)	402024165R LOT 31-17 CONCESSION 1 TOWNSHIP TUSCARORA RSO 2783

## INDIAN LANDS REGISTRY SYSTEM

### Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/26 10:01 PM

UNCLASSIFIED

<b>Legal Description:</b>	Parcel Type:	PIN:
<b>LOT 31-17-2 CONCESSION 1 TOWNSHIP TUSCARORA RSO 6336R</b>	Surface	402507274

#### INSTRUMENTS REGISTERED AGAINST PIN: 402507274

Registration Number:	Reference Registration Number:	Instrument Date:	
300267		2001/10/12	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2002/06/27 12:17:55PM			
Instrument Type:	Purpose:		
<b>Transfer</b>			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 31-17-2 CONCESSION 1 TOWNSHIP TUSCARORA RSO 6336R		
Remarks:			
Grantor(s):	DONALD BRUCE HILL		
Grantee(s):	DONALD HERBERT MILES HILL - Certificate of Possession 141145		

#### INSTRUMENTS REGISTERED AGAINST PIN: 402507274

Registration Number:	Reference Registration Number:	Instrument Date:	
6061353		2011/10/27	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2011/12/28 9:00:47AM	2011/09/01	2020/08/31	
Instrument Type:	Purpose:		
<b>Permit</b>	COMMUNICATION		
OCPC:	IOGC:	Area:	Term:
		0.00	9y 0m 0d
Land Affected:	LOT 31-17-2 CONCESSION 1 TOWNSHIP TUSCARORA RSO 6336R		
Remarks:	COMMUNICATION PERMIT COMMENCING ON SEPTEMBER 9, 2011 AND ENDING ON AUGUST 31, 2020.		
Grantor(s):	CROWN CANADA		
Grantee(s):	SILO WIRELESS INC.		

#### EASEMENTS/PERMITS AND RELATED INSTRUMENTS AFFECTING PIN: 402507274

(Blanket permits for utilities distribution are found in the Reserve General Report)

No Easements/Permits

--- END OF REPORT ---

THIS IS **EXHIBIT “AA”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

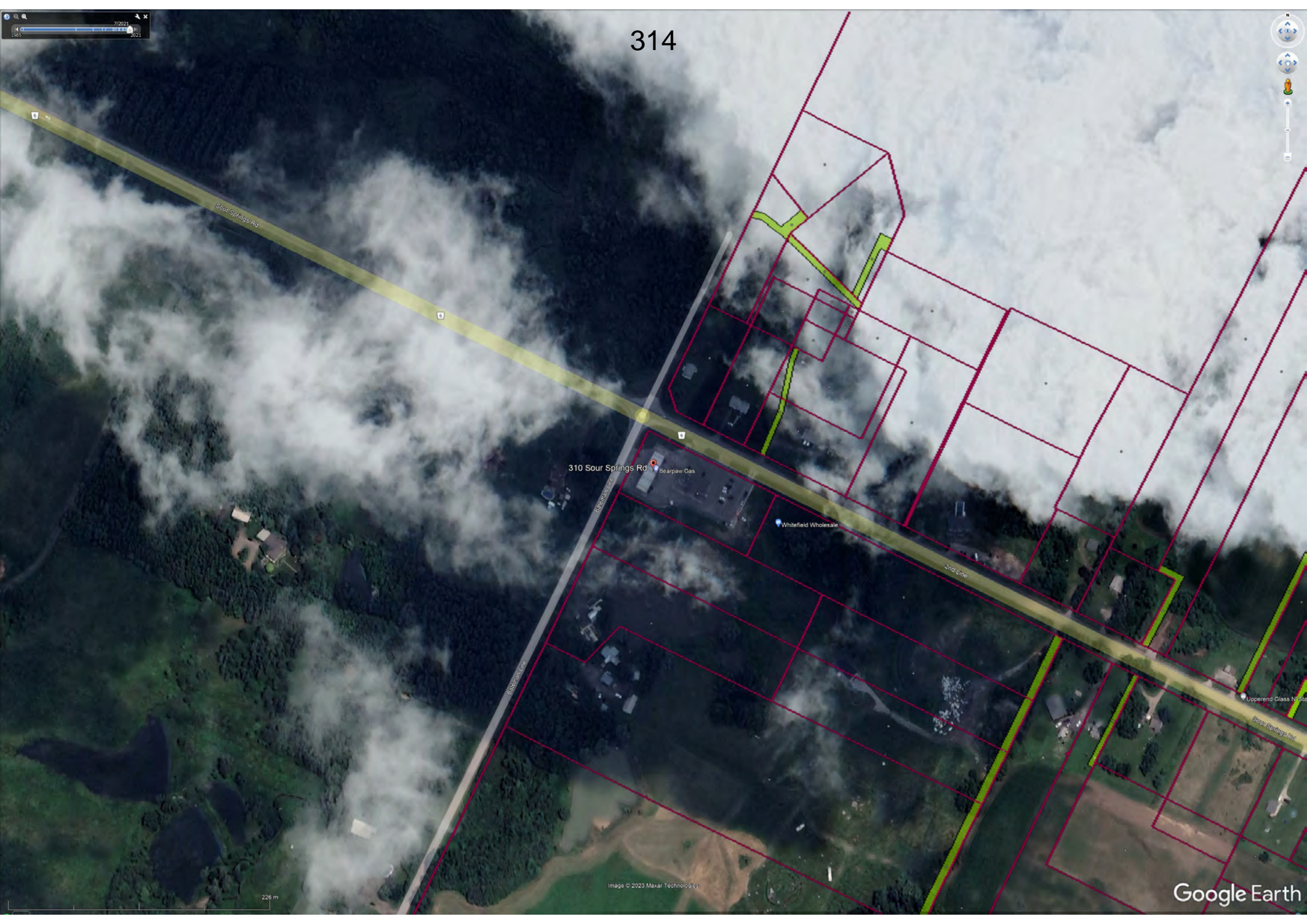
AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in cursive script, appearing to read "A. [unclear]", positioned above a horizontal line.

---

A Commissioner, etc.

314



310 Sour Springs Rd

Bearpaw Gas

Whitefield Wholesale

2nd Line

Upperend Glass N. Sta

Sour Springs Rd

226 m



THIS IS **EXHIBIT “BB”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

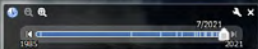
AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be 'A. [unclear]', written in a cursive style.

---

A Commissioner, etc.

316



**LOT 36-19 CONCESSION 2 TOWNSHIP OF TUSCARORA, 94047 CLSR**

 Government of Canada / Gouvernement du Canada  
 Surveyor General Branch - Direction de l'arpenteur général  
*Beyond Boundaries - Au-delà des frontières*



[css.mcan.gc.ca](http://css.mcan.gc.ca)   [sac.mcan.gc.ca](http://sac.mcan.gc.ca)

DESCRIPTION	LAND PARCELI/ PARCELLE DE TERRAIN
NRCas PIN / NIP RNCas	1007757
PARCEL DE SIGNATOR / DÉSIGNATION DE PARCELLE	LOT 36-19 CONCESSION 2 TOWNSHIP OF TUSCARORA
REMAINDER / RÉSIDU	NO / NON
PLAN	94047 CLSR ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	SIX NATIONS INDIAN RESERVE NO. 40 / RESERVE INDIENNE DES SIX NATIONS NO. 40

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[Interactive Map](#)   [Carte interactive](#)

**Canada**

Cour Springs Rd

Blind Brook Rd

Whitefield Wholesale

2nd Line

Upperend Glass N. St

Cour Springs Rd

THIS IS **EXHIBIT “CC”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

94047  
CIVILYD LVID2 21MAE2 RECORD2

REGISTRATION PLAN-PARTIAL SURVEY

CANADA LANDS SURVEYS RECORDS  
94047  
DATE: APRIL 24, 2008

SURVEY REPORT FOR THIS PLAN IS  
RECORDED AS F.B. 26322 (C.L.S.R.).

PLAN OF  
LOTS 36-19 AND 36-20  
AND FIELD NOTES OF SURVEY OF  
LOT 36-19  
CONCESSION 2  
SIX NATIONS INDIAN RESERVE No. 40  
TOWNSHIP OF TUSCARORA  
PROVINCE OF ONTARIO

SCALE: 1 INCH = 150 FEET  
150 75 0 150 300 Feet

THIS SURVEY WAS EXECUTED BY S.M. RUUSKA, C.L.S., O.L.S.  
IN THE PERIOD BETWEEN 10 JANUARY AND 17 JANUARY 2008.

LEGEND

Bearings are astronomic and are derived from the bearing 252°4'30" of the line between the monuments marking the northwest corner of Lot 36-18 and the northwest corner of Lot 36-17 as shown on Plan 92397 (C.L.S.R.) and according to that plan are referred to the meridian of longitude 81° west.

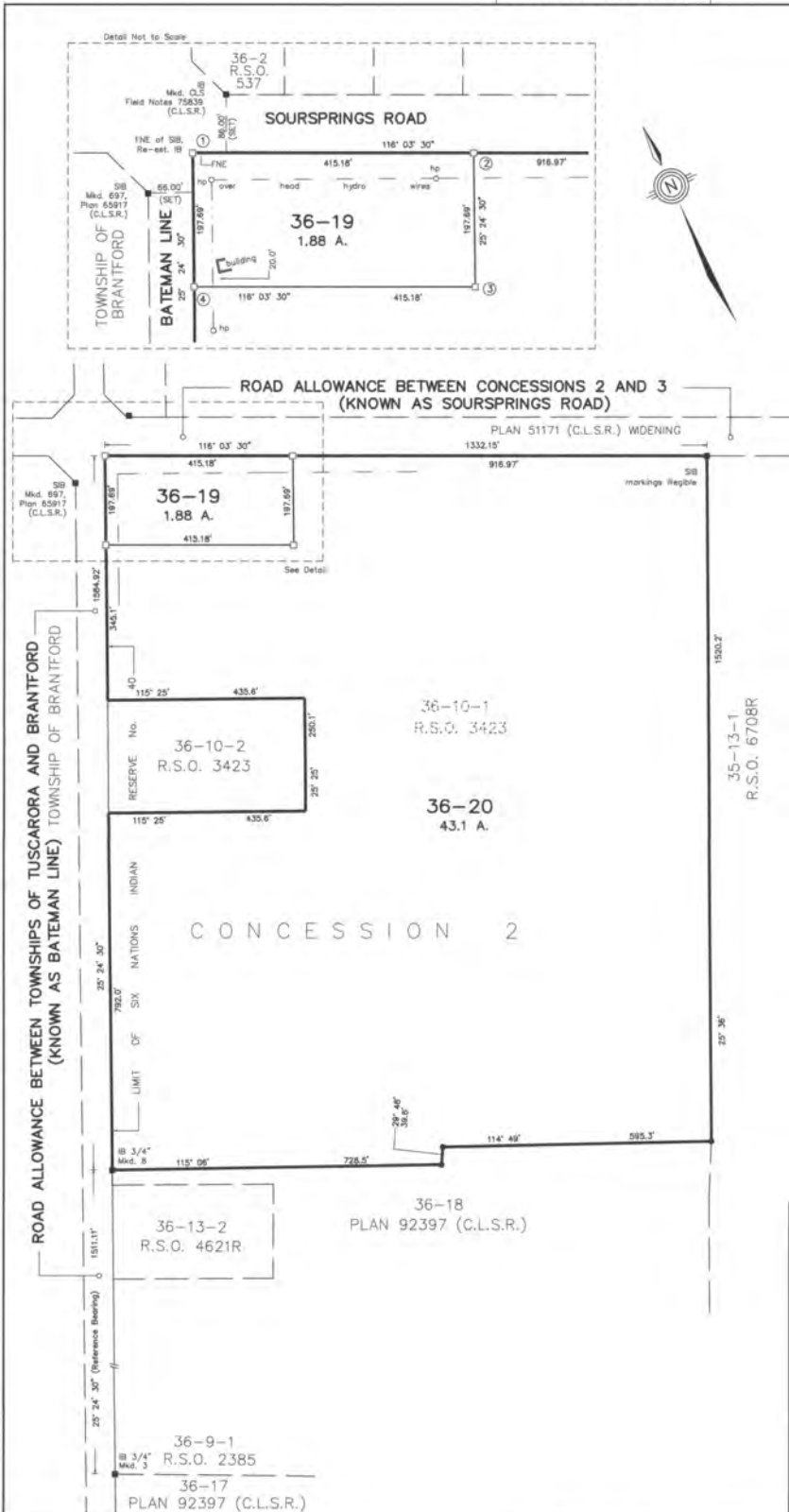
- STANDARD IRON BAR found, 1" square
- IRON BAR found, 3/4" square x 30" long
- IRON BAR found, 5/8" square
- IRON BAR placed, 3/4" sq. x 30" long
- Hydro Pole
- D.B. McCauley O.L.S.
- Copied survey monuments from Plan 65917 (C.L.S.R.)
- Lands dealt with by this plan bounded thus

NOTE

ALL MONUMENTS PLACED IN THIS SURVEY ARE STAMPED WITH A UNIQUE NUMBER SHOWN THUS ①

IMPERIAL MEASURE

DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METRES BY MULTIPLYING BY 0.3048.  
AREAS SHOWN ON THIS PLAN ARE IN ACRES AND CAN BE CONVERTED TO HECTARES BY DIVIDING BY 2.4711.



RE: Section 38, Canada Lands Surveyors Regulations

CERTIFIED CORRECT  
On the 16<sup>th</sup> day of April 2008

S.M. RUUSKA  
Ontario Land Surveyor  
Canada Lands Surveyor

DEPARTMENT OF NATURAL RESOURCES  
Re: Section 31, Canada Lands Survey Act  
and Framework Accord ( December, 2003 )

APPROVED  
Date: 2008.04.24  
Jan Wentzel, C.L.S.  
Head, Cadastral Services Unit, East

Canada Centre for Cadastral Management

Project: 2007-14-261  
File: SM8206-06225

2000R ZYEVRS 21MAJ ADHAY  
7A0AP

REVIEWED BY: P.M. Crooks 23-APRIL-2008  
M.L. PETRIE APRIL 23, 2008

S070138

THIS IS **EXHIBIT “DD”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.



[Home](#) > [Search Instruments](#) > [Search Results](#) > Details

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[Search Evidence of Title](#)

[Search Land](#)

[Tables](#)

[Reports](#)

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## Instrument Details

---

**Application****Registration Number**

357457

**Registry**

ILRS

**Instrument Type**

028 - Transfer

**Registration Date/Time**

2008-07-22 01:54:59 PM

**Instrument Date**

2008-05-12

**Date Forwarded**

2008-06-25

**Date Received**

2008-07-03

**Land**

<b>Land Type</b>	<b>PIN</b>	<b>Legal Description</b>	<b>Area</b>
Parcel	402523453	LOT 36-19 CONCESSION 2 TOWNSHIP OF TUSCARORA	0.000

**Instrument****Purpose****Effective Date**

**Expiry Date****Actual Expiry Date****Term Type****Term**

Years: 0 Months: 0 Days: 0

**Instrument Remarks****Grantors**

<b>Party Type</b>	<b>Qualifier</b>	<b>Name</b>
Individual		GORDON LOUIS STAATS

**Grantees**

<b>Party Type</b>	<b>Qualifier</b>	<b>Name</b>	<b>Interest</b>	<b>Interest Portion</b>	<b>Interest Note</b>	<b>Land Affected / Legal Description</b>
Individual		DONALD HERBERT MILES HILL	None			402523453 - LOT 36-19 CONCESSION 2 TOWNSHIP OF TUSCARORA

**Instruments Related by Registration Number**

<b>Registration Number</b>	<b>Land Affected / Legal Description</b>	<b>Instrument Type</b>
357457	LOT 36-20 CONCESSION 2 TOWNSHIP OF TUSCARORA	Transfer
357457	LOT 36-10-1 CONCESSION 2 TOWNSHIP TUSCARORA	Transfer



Associated Instruments

Reference Registration

**Date modified:** 2023-08-25

v: 1.2.6.1

THIS IS **EXHIBIT “EE”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

325



LOT 49-4 RIVER RANGE TOWNSHIP OF ONONDAGA, 6863R RSO

110 Brant County Hwy 54

Walt's Den

Smoker's Choice

Public Washroom

Longwolf Fireworks and Pit Stop

Fire Puff, Hints and Tips Dispensary

T. A. Tobacco

Big Moose Tobacco

Palm Bay Smokes

Canadian Gift

CLUB 54 TOBACCO RACISS

Grand River Tobacco

Grand River

Grand River

Grand River

THIS IS **EXHIBIT “FF”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

327

**LOT 59-4 RIVER RANGE TOWNSHIP OF ONONDAGA, 8863R SR**


 Government of Canada / Gouvernement du Canada  
 Surveyor General Branch - Direction de l'arpentage général  
*Beyond Boundaries - Au-delà des frontières*


  
[cfs.srncan.gc.ca](http://cfs.srncan.gc.ca)    [satsr.srncan.gc.ca](http://satsr.srncan.gc.ca)

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP RNCAN	1052382
PARCEL DESIGNATOR / DÉSIGNATION DE PARCELLE	LOT 59-4 RIVER RANGE TOWNSHIP OF ONONDAGA
REMAINDER / RÉSIDU	NO / NON
PLAN	8863R SRD ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	SIX NATIONS INDIAN RESERVE NO. 40 / RÉSERVE INDIENNE DES SIX NATIONS NO. 40

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**Canada**

- Wolfs Den
- Smoker's Choice
- Public Washroom
- Longwolf Fireworks and Pit Stop
- Big Moose Tobacco
- Big Moose Tobacco
- Big Moose Tobacco
- Palm Bay Smokes
- Canadian elite
- CLUB 54 TOBACCO RACISS
- Grand River Tobacco

Grand River

Grand River

Grand River

THIS IS **EXHIBIT “GG”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

329

**LOT 59-6 RIVER RANGE TOWNSHIP OF ONONDAGA, 6863R RSO**

 Government of Canada /  Gouvernement du Canada

Surveyor General Branch - Direction de l'arpenteur général  
*Beyond Boundaries - Au-delà des Frontières*



[c155.nrcan.gc.ca](https://c155.nrcan.gc.ca) - [sabc.nrcan.gc.ca](https://sabc.nrcan.gc.ca)

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP / RNCAN	1052336
PARCEL DE SIGNATOR / DESIGNATION DE PARCELLE	LOT 59-6 RIVER RANGE TOWNSHIP OF ONONDAGA
REMAINDER / RÉSIDU	NO / NON
PLAN	6863R RSO ON English - Français
ADMINISTRATIVE AREA / REGION ADMINISTRATIVE	SIX NATIONS INDIAN RESERVE NO. 40 / RÉSERVE INDIENNE DES SIX NATIONS NO. 40

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[Interactive Map](#) / [Carte interactive](#)





4/2023

234 m

Image © 2023 Airbus

Google Earth

THIS IS **EXHIBIT “HH”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

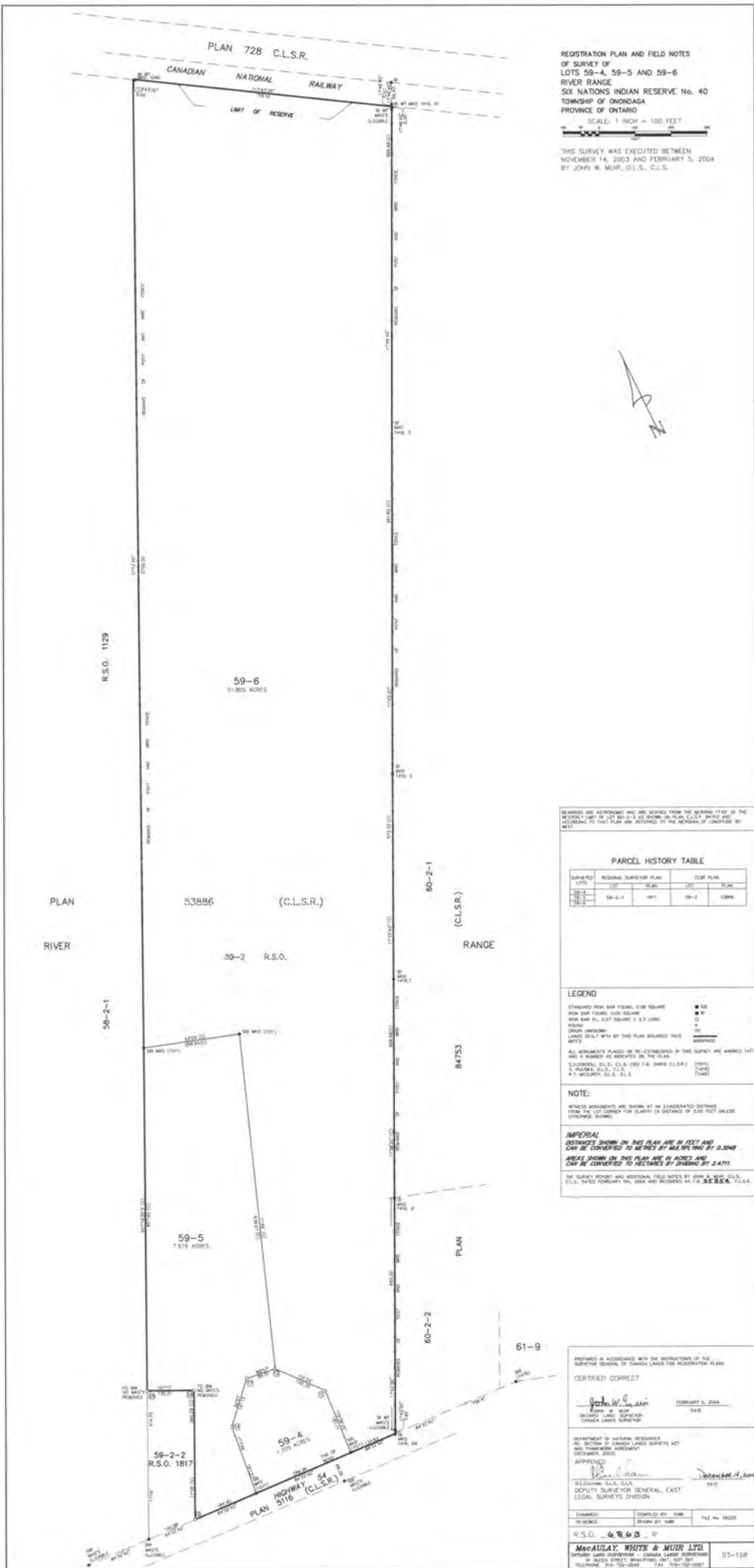


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A Commissioner, etc.



PLAN 728 C.L.S.R.



REGISTRATION PLAN AND FIELD NOTES  
OF SURVEY OF  
LOTS 59-4, 59-5 AND 59-6  
RIVER RANGE  
SIX NATIONS INDIAN RESERVE No. 40  
TOWNSHIP OF ONONDAGA  
PROVINCE OF ONTARIO  
SCALE: 1 INCH = 100 FEET  
THIS SURVEY WAS EXECUTED BETWEEN  
NOVEMBER 14, 2003 AND FEBRUARY 5, 2004  
BY JOHN W. MUIR, O.L.S., C.L.S.

BEARINGS ARE AZIMUTHIC AND ARE DERIVED FROM THE BEARING 174° 01' 00" OF THE WEST LINE OF LOT 60-2-2 AS SHOWN ON PLAN C.L.S.R. 84753 AND ACCORDING TO THAT PLAN ARE REFERRED TO THE MERIDIAN OF LONGITUDE BY MEET.

REGISTERED LOTS	REGIONAL SUPERVISOR PLAN	CLASS PLAN
59-2-1	59-2-1	59-2-1
59-2-2	59-2-2	59-2-2

**LEGEND**

STANDARD IRON NAIL FOUND: 1.00 SQUARE  
IRON NAIL FOUND: 2.00 SQUARE  
WOOD NAIL FOUND: 3.00 SQUARE  
WOOD NAIL FOUND: 4.00 SQUARE  
WOOD NAIL FOUND: 5.00 SQUARE  
WOOD NAIL FOUND: 6.00 SQUARE  
WOOD NAIL FOUND: 7.00 SQUARE  
WOOD NAIL FOUND: 8.00 SQUARE  
WOOD NAIL FOUND: 9.00 SQUARE  
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WOOD NAIL FOUND: 11.00 SQUARE  
WOOD NAIL FOUND: 12.00 SQUARE  
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WOOD NAIL FOUND: 95.00 SQUARE  
WOOD NAIL FOUND: 96.00 SQUARE  
WOOD NAIL FOUND: 97.00 SQUARE  
WOOD NAIL FOUND: 98.00 SQUARE  
WOOD NAIL FOUND: 99.00 SQUARE  
WOOD NAIL FOUND: 100.00 SQUARE

**NOTE:**

WITNESS MONUMENTS ARE SHOWN AT AN ENLARGED DISTANCE FROM THE LOT CORNER FOR CLARITY (A DISTANCE OF 300 FEET UNLESS OTHERWISE SHOWN).

**IMPERIAL DISTANCES SHOWN ON THIS PLAN ARE IN FEET AND CAN BE CONVERTED TO METERS BY MULTIPLYING BY 0.3048. AREAS SHOWN ON THIS PLAN ARE IN ACRES AND CAN BE CONVERTED TO HECTARES BY DIVIDING BY 2.4711.**

THE SURVEY REPORT AND ADDITIONAL FIELD NOTES BY JOHN W. MUIR, O.L.S., C.L.S., DATED FEBRUARY 10, 2004 AND RECORDED AS P.S. 5555A, C.L.S.A.

PREPARED IN ACCORDANCE WITH THE INSTRUCTIONS OF THE SUPERVISOR GENERAL OF CANADA LANDS FOR REGISTERED PLANS.

CERTIFIED CORRECT

John W. Muir  
Surveyor  
ONONDAGA COUNTY  
CANADA LANDS SURVEYOR

FEBRUARY 5, 2004

DEPARTMENT OF NATURAL RESOURCES  
REGISTRY OF CANADA LANDS SURVEYS AND  
LAND TRANSFER AGREEMENTS  
SECRETARY (OCC)

APPROVED

REGINA MUIR, C.L.S., C.L.S.  
DEPUTY SURVEYOR GENERAL, EAST  
LEGAL SURVEYS DIVISION

DRAWN: [Signature] COMPILED BY: [Signature] FILE NO: 18028  
REVISED: [Signature] DRAWN BY: [Signature] FILE NO: 18028

R.S.O. 6963 R

MacAULAY, WHITES & MUIR LTD.  
SURVEYORS AND REGISTERED PROFESSIONAL ENGINEERS  
100 GERRARD STREET EAST, SUITE 200  
TORONTO, ONTARIO M5E 1B7  
TEL: 416-461-1000 FAX: 416-461-1001

03-108

REVISED: [Signature] FILE NO: 18028 PROJECT: 2003-18-001

PLAN 728 C.L.S.R.

REGISTRATION PLAN AND FIELD NOTES

THIS IS **EXHIBIT "II"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



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A Commissioner, etc.



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## Instrument Search Results - ILRS

4 records of 4

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<u>Registration Number</u>	<u>Instrument Type</u>	<u>Land Affected/Legal Description</u>	<u>Instrument Date</u>	<u>Received Date</u>	<u>Registration Date</u>
<a href="#">327283</a>	Admin Transfer	<a href="#">LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA</a>	2005-02-15	2005-04-13	2005-04-28
<a href="#">373433</a>	Transfer	<a href="#">LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA</a>	2009-10-06	2010-07-21	2010-08-16
<a href="#">6137354</a>	Transfer	<a href="#">LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA</a>	2022-11-04	2023-01-03	2023-01-03
<a href="#">6137355</a>	Transfer	<a href="#">LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA</a>	2022-11-07	2023-01-03	2023-01-03

**Date modified:** 2023-08-25

v: 1.2.6.1



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## Instrument Details

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**Application****Registration Number**

327283

**Registry**

ILRS

**Instrument Type**

002 - Admin Transfer

**Registration Date/Time**

2005-04-28 02:57:23 PM

**Instrument Date**

2005-02-15

**Date Forwarded**

2005-04-08

**Date Received**

2005-04-13

**Land**

<b>Land Type</b>	<b>PIN</b>	<b>Legal Description</b>	<b>Area</b>
Parcel	402515648	LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA	0.000

**Instrument****Purpose****Effective Date**

**Expiry Date****Actual Expiry Date****Term Type****Term**

Years: 0 Months: 0 Days: 0

**Instrument Remarks**

GRANTOR RETAINS A PARTIAL INTEREST RECEIVED THROUGH REG #211448

**Grantors**

Party Type	Qualifier	Name
Individual	Estate of	ESTATE OF ANNE RENA MCNAUGHTON

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Individual		ALISON LESLIE MACNAUGHTON	Undivided Interest	1/4	UNDIVIDED 1/4 INTEREST	402515648 - LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA
Individual		ALLAN PERRY MCNAUGHTON	Undivided Interest	1/4	UNDIVIDED 1/4 INTEREST	402515648 - LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA

Individual	ROBERTA LYNN MACNAUGHTON	Undivided Interest	1/4	UNDIVIDED 1/4 INTEREST	402515648 - LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA
Individual	ZELDA KIM MCNAUGHTON	Undivided Interest	1/4	UNDIVIDED 1/4 INTEREST	402515648 - LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA

### Instruments Related by Registration Number

Registration Number	Land Affected / Legal Description	Instrument Type
327283	LOT 59-2-1 RIVER RANGE TOWNSHIP ONONDAGA	Admin Transfer

### Associated Instruments

### Reference Registration

**Date modified:** 2023-08-25

v: 1.2.6.1



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## Instrument Details

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**Application****Registration Number**

373433

**Registry**

ILRS

**Instrument Type**

028 - Transfer

**Registration Date/Time**

2010-08-16 02:52:50 PM

**Instrument Date**

2009-10-06

**Date Forwarded**

2010-07-19

**Date Received**

2010-07-21

**Land**

Land Type	PIN	Legal Description	Area
Parcel	402515648	LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA	0.000

**Instrument****Purpose****Effective Date**

**Expiry Date****Actual Expiry Date****Term Type****Term**

Years: 0 Months: 0 Days: 0

**Instrument Remarks**

FOR ADDITIONAL INTEREST SEE REG #327283

**Grantors**

Party Type	Qualifier	Name
Individual		ZELDA KIM MCNAUGHTON

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Individual		CHRISTOPHER RAYMOND MACNAUGHTON	Undivided Interest	1/4	UNDIVIDED 1/4 INTEREST	402515648 - LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA

**Instruments Related by Registration Number****Associated Instruments****Reference Registration**

**Date modified:** 2023-08-25

v: 1.2.6.1



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## Instrument Details

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**Application****Registration Number**

6137354

**Registry**

ILRS

**Instrument Type**

028 - Transfer

**Registration Date/Time**

2023-01-03 11:12:41 AM

**Instrument Date**

2022-11-04

**Date Forwarded**

2023-01-03

**Date Received**

2023-01-03

**Land**

<b>Land Type</b>	<b>PIN</b>	<b>Legal Description</b>	<b>Area</b>
Parcel	402515648	LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA	0.000

**Instrument****Purpose****Effective Date**

**Expiry Date****Actual Expiry Date****Term Type**

Fixed Term

**Term**

Years: 0 Months: 0 Days: 0

**Indian Act Section**

24

**Instrument Remarks**

TRANSFER REG#373433 FOR ADDITIONAL INTEREST SEE REG#327283

**Grantors**

Party Type	Qualifier	Name
Individual		MACNAUGHTON, CHRISTOPHER RAYMOND

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Individual		PORTER, BRIAN JESSE	Undivided Interest	1/4	Undivided 1/4 interest	402515648 - LOT 59- 4 RIVER RANGE TOWNSHIP ONONDAGA

**Instruments Related by Registration Number****Associated Instruments**

**Reference Registration**

**Date modified:** 2023-08-25

v: 1.2.6.1



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## Instrument Details

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**Application****Registration Number**

6137355

**Registry**

ILRS

**Instrument Type**

028 - Transfer

**Registration Date/Time**

2023-01-03 11:22:21 AM

**Instrument Date**

2022-11-07

**Date Forwarded**

2023-01-03

**Date Received**

2023-01-03

**Land**

<b>Land Type</b>	<b>PIN</b>	<b>Legal Description</b>	<b>Area</b>
Parcel	402515648	LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA	0.000

**Instrument****Purpose****Effective Date**

**Expiry Date****Actual Expiry Date****Term Type**

Fixed Term

**Term**

Years: 0 Months: 0 Days: 0

**Indian Act Section**

24

**Instrument Remarks**

TRANSFER REG#6137354 FOR ADDITIONAL INTEREST SEE REG#327283

**Grantors**

Party Type	Qualifier	Name
Individual		PORTER, BRIAN JESSE

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Individual		MACNAUGHTON, ROBERTA LYNN	Undivided Interest	1/2	Undivided 1/2 interest	402515648 - LOT 59-4 RIVER RANGE TOWNSHIP ONONDAGA

**Instruments Related by Registration Number**

Associated Instruments

Reference Registration

**Date modified:** 2023-08-25

v: 1.2.6.1

THIS IS **EXHIBIT "JJ"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



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A Commissioner, etc.



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## Instrument Details

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**Application****Registration Number**

327295

**Registry**

ILRS

**Instrument Type**

002 - Admin Transfer

**Registration Date/Time**

2005-04-29 08:30:03 AM

**Instrument Date**

2005-02-15

**Date Forwarded**

2005-04-08

**Date Received**

2005-04-13

**Land**

<b>Land Type</b>	<b>PIN</b>	<b>Legal Description</b>	<b>Area</b>
Parcel	402515650	LOT 59-6 RIVER RANGE TOWNSHIP ONONDAGA	0.000

**Instrument****Purpose****Effective Date**

**Expiry Date****Actual Expiry Date****Term Type****Term**

Years: 0 Months: 0 Days: 0

**Instrument Remarks**

GRANTOR RETAINS A PARTIAL INTEREST RECEIVED THROUGH REG #211448

**Grantors**

Party Type	Qualifier	Name
Individual	Estate of	ESTATE OF ANNE RENA MCNAUGHTON

**Grantees**

Party Type	Qualifier	Name	Interest	Interest Portion	Interest Note	Land Affected / Legal Description
Individual		ROBERTA LYNN MACNAUGHTON	None			402515650 - LOT 59-6 RIVER RANGE TOWNSHIP ONONDAGA

**Instruments Related by Registration Number**

Registration Number	Land Affected / Legal Description	Instrument Type
327295	LOT 59-2-1 RIVER RANGE TOWNSHIP ONONDAGA	Admin Transfer

Associated Instruments

Reference Registration

**Date modified:** 2023-08-25

v: 1.2.6.1



THIS IS **EXHIBIT “KK”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



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A Commissioner, etc.

356

LOT 32-9 CONCESSION 1 TOWNSHIP OF TUSCARORA, 5096R RSO

**LOT 32-6 CONCESSION 1 TOWNSHIP OF TUSCARORA, 6590S CLSR**

 Government of Canada / Gouvernement du Canada  
Surveyor General Branch / Direction de l'arpenteur général  
Beyond Boundaries - Au-delà des frontières



[dss.arcan.gc.ca](http://dss.arcan.gc.ca) / [sats.rncan.gc.ca](http://sats.rncan.gc.ca)

DESCRIPTION	LAND PARCEL / PARCELLE DE TERRAIN
NRCAN PIN / NIP RNCAN	1055013
PARCEL DE SIGNATOR / DÉSIGNATION DE PARCELLE	LOT 32-6 CONCESSION 1 TOWNSHIP OF TUSCARORA
REMAINDER / RÉSIDU	NO / NON
PLAN	6590S CLSR ON English - Français
ADMINISTRATIVE AREA / RÉGION ADMINISTRATIVE	SIX NATIONS INDIAN RESERVE NO. 40 / RÉSERVE INDIENNE DES SIX NATIONS NO. 40

[Download Digital Cadastral Data](#) / Téléchargement de données cadastrales numériques  
[Interactive Map](#) / Carte interactive



Thriving Canines

Original Traders Energy

Wynho Watch, Gas and Groceries

CONCESSION 21 TOWNSHIP

CONCESSION 8 TOWNSHIP

CONCESSION 8 TOWNSHIP

CONCESSION 1 TOWNSHIP

CONCESSION 1 R.R.

CONCESSION 1 R.R.

CONCESSION 1 R.R.

THIS IS **EXHIBIT “LL”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



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A Commissioner, etc.

## INDIAN LANDS REGISTRY SYSTEM

### Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Selected Criteria:

Registry: ILRS

PIN: 402024186

Printed on: 2023/09/29 2:29 PM

UNCLASSIFIED

<b>Legal Description:</b>	Parcel Type:	PIN:
<b>LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905</b>	Surface	402024186

Reserve:	Previous Legal Description:	
06225 SIX NATIONS INDIAN RESERVE NO. 40	S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 6	
External Registry:		
Plan Type & No:	PIN Status:	Province:
CLSR 65905	Active	ONTARIO
Retired Reason:	Retired by Registration No:	
Band:		
121 - Six Nations of the Grand River 257 - Upper Mohawk 250 - Lower Cayuga 246 - Oneida 252 - Niharonadasa Seneca 247 - Onondaga Clear Sky 254 - Lower Mohawk 253 - Delaware 244 - Bay of Quinte Mohawk 248 - Bearfoot Onondaga 251 - Konadaha Seneca 249 - Upper Cayuga 245 - Tuscarora 255 - Walker Mohawk		

<b>PIN Hierarchy :</b>	
ROOT PIN(s)	402024184 LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905
FORMER PIN(s)	402024184 LOT 32-7 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905

## INDIAN LANDS REGISTRY SYSTEM

### Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/29 2:29 PM

UNCLASSIFIED

<b>Legal Description:</b>	Parcel Type:	PIN:
<b>LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905</b>	Surface	402024186

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
*****		1964/06/17	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
Instrument Type:	Purpose:		
<b>Transfer</b>			
OCPC:	IOGC:	Area:	Term:
Land Affected:	S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 6 LS 1002		
Remarks:	DATE CP ISSUED USED FOR INSTRUMENT DATE		
Grantor(s):	JEMINA MARTIN		
Grantee(s):	HAZEL VICTORIA MARTIN - Interest Note: JOINT TENANT - Certificate of Possession 10859 JOSEPH MARTIN - Interest Note: JOINT TENANT - Certificate of Possession 10859		

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
*****		1980/08/11	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
Instrument Type:	Purpose:		
<b>Survey Plan</b>			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:	FORMERLY S 1/2 LOT 32 CONCESSION 1 TOWNSHIP TUSCARORA PARCEL 6 LS 1002		
Grantor(s):			
Grantee(s):			

## INDIAN LANDS REGISTRY SYSTEM

### Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/29 2:29 PM

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<b>Legal Description:</b>	Parcel Type:	PIN:
<b>LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905</b>	Surface	402024186

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
88213		1983/02/01	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
1983/06/21 12:00:00AM			
Instrument Type:	Purpose:		
<b>Transfer</b>			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:			
Grantor(s):	HAZEL VICTORIA MARTIN JOSEPH MARTIN		
Grantee(s):	WELLINGTON CEDRIC STAATS - Interest Note: JOINT TENANT - Certificate of Possession 36755 GWEN EVELYN MARIE STAATS - Interest Note: JOINT TENANT - Certificate of Possession 36755		

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
296349		2002/01/31	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2002/02/26 2:24:58PM			
Instrument Type:	Purpose:		
<b>Death Certificate</b>			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:	SURVIVING JOINT TENANT		
Grantor(s):	Deceased GWEN EVELYN MARIE STAATS (DECEASED)		
Grantee(s):	WELLINGTON CEDRIC STAATS - Certificate of Possession 139791		

## INDIAN LANDS REGISTRY SYSTEM

### Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/29 2:29 PM

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<b>Legal Description:</b>	Parcel Type:	PIN:
<b>LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905</b>	Surface	402024186

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
332627		2005/09/26	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2005/11/14 1:12:28PM			
Instrument Type:	Purpose:		
<b>Transfer</b>			
OCPC:	IOGC:	Area:	Term:
Land Affected:	LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:			
Grantor(s):	WELLINGTON CEDRIC STAATS		
Grantee(s):	LEE BRADFORD STAATS - Interest Note: JOINT TENANT - Certificate of Possession 153122 WELLINGTON CEDRIC STAATS - Interest Note: JOINT TENANT - Certificate of Possession 153122		

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
6078790		2014/03/18	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2014/04/28 3:46:33PM			
Instrument Type:	Purpose:		
<b>Death Certificate</b>			
OCPC:	IOGC:	Area:	Term:
		0.00	
Land Affected:	LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:			
Grantor(s):	Deceased WELLINGTON CEDRIC STAATS		
Grantee(s):	LEE BRADFORD STAATS - Certificate of Possession 403023095		

## INDIAN LANDS REGISTRY SYSTEM

### Parcel Abstract Report

Sorted by: PIN / Instrument Date - Ascending

Printed on: 2023/09/29 2:29 PM

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<b>Legal Description:</b>	Parcel Type:	PIN:
<b>LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905</b>	Surface	402024186

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
6084109		2014/11/28	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2015/02/27 11:56:46AM			
Instrument Type:	Purpose:		
<b>Transfer</b>			
OCPC:	IOGC:	Area:	Term:
		1.01 Acres	
Land Affected:	LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:			
Grantor(s):	LEE BRADFORD STAATS		
Grantee(s):	TREVOR BOMBERRY - Certificate of Possession 403025950		

#### INSTRUMENTS REGISTERED AGAINST PIN: 402024186

Registration Number:	Reference Registration Number:	Instrument Date:	
6117567		2019/09/10	
Registration Date:	Effective Date:	Expiry Date:	Actual Expiry Date:
2019/11/20 10:02:35AM			
Instrument Type:	Purpose:		
<b>Transfer</b>			
OCPC:	IOGC:	Area:	Term:
		0.00	
Land Affected:	LOT 32-6 CONCESSION 1 TOWNSHIP TUSCARORA CLSR 65905		
Remarks:			
Grantor(s):	TREVOR BOMBERRY		
Grantee(s):	SCOTT DAVID HILL - Certificate of Possession 403041387		

#### EASEMENTS/PERMITS AND RELATED INSTRUMENTS AFFECTING PIN: 402024186

(Blanket permits for utilities distribution are found in the Reserve General Report)

No Easements/Permits

--- END OF REPORT ---



**THIS IS EXHIBIT “MM” TO THE  
AFFIDAVIT OF ELIZABETH LALONDE**

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be "A. [unclear]", written in a cursive style.

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A Commissioner, etc.

4966314\_2 [IWOV-PRiManage.FID390548]

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

Fri 2023-09-01 3:08 PM

To:sgraff@airdberlis.com <sgraff@airdberlis.com>;SahniR@bennettjones.com <SahniR@bennettjones.com>  
Cc:joseph.berger@paliareroland.com <joseph.berger@paliareroland.com>;mjilesen@litigate.com  
<mjilesen@litigate.com>;jchen@litigate.com <jchen@litigate.com>;Jessica Orkin <jorkin@goldblattpartners.com>;Natai  
Shelsen <nshelsen@goldblattpartners.com>;michelle.jackson@paliareroland.com <michelle.jackson@paliareroland.com>

 1 attachments (131 KB)

4966314\_2.pdf;

Please see attached.



**Massimo (Max) Starnino**

**Partner**

**Paliare Roland Rosenberg Rothstein LLP**

155 Wellington Street West

35th Floor

Toronto, Ontario M5V 3H1

Direct: 416.646.7431

Mobile: 416.559.6834

[max.starnino@paliareroland.com](mailto:max.starnino@paliareroland.com)

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# Paliare Roland

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

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

File # 101295

September 1, 2023

**VIA EMAIL**

**AIRD & BERLIS LLP**

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

Attention: Steven Graff

**Lawyers for Original Traders Energy LTD. and  
2496750 Ontario Inc.**

**BENNETT JONES LLP**

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

Attention: Raj. S. Sahn

**Counsel for the Monitor**

Dear Counsel:

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

We are writing with respect to the referenced proceedings. As you know, we are lawyers for OTE USA LLC ("**OTE USA**"), a creditor (perhaps the largest creditor) in the proceedings.

It is has been suggested to us that Scott Hill has been taking steps to transition the business of Original Traders Energy LP and OTE Logistics LP businesses to Parkland Corporation and to Joseph Haulage Canada Corp., respectively, as of September 15, 2023, or thereabouts.

We are not aware of any authorization for Mr. Hills' conduct. To the contrary, paragraph 5 of the Initial Order of Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023 (the "**Initial Order**"), directs Original Traders Energy Ltd., OTE Logistics LP, and Original Traders Energy LP (collectively the "**OTE Group**") to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, and to continue to carry on business in a manner consistent with the preservation of their business and Property.

Accordingly, we are writing to seek your confirmation that the OTE Group is complying and will continue to comply with paragraph 5 of the Initial Order, and to seek your advice as to the steps that

# Paliare Roland

are being taking to preserve value of the businesses for the creditors in these proceedings, including OTE USA. In this regard, I note that, without necessarily agreeing that a divestiture or liquidation represents the most favourable outcome for stakeholders, OTE USA is aware of a number of third parties who may be interested in bidding for or buying the property, assets and undertakings of Original Traders Energy LP and/or OTE Logistics LP as going concerns, including as a stalking horse bidder.

Yours very truly,

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino

MS:JB

c. J. Berger  
M. Jilesen and J. Chen  
J. Orkin and N. Shelsen  
client

THIS IS **EXHIBIT “NN”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---


A Commissioner, etc.

**Original Traders Energy Ltd et al.**

Alanna Perkins &lt;aperkins@litigate.com&gt;

Thu 2023-09-07 9:19 AM

To:sahnir@bennettjones.com <sahnir@bennettjones.com>;sgraff@airdberlis.com <sgraff@airdberlis.com>  
Cc:joseph.berger@paliarerland.com <joseph.berger@paliarerland.com>;Monique Jilesen <mjilesen@litigate.com>;Jonathan Chen <jchen@litigate.com>;Max.Starnino@paliarerland.com <Max.Starnino@paliarerland.com>;Natai Shelsen <nshelsen@goldblattpartners.com>;Jessica Orkin <jorkin@goldblattpartners.com>

 1 attachments (143 KB)

LTR to Counsel dated Sept 7 23 (106282196.1).pdf;

Please find the attached correspondence sent on behalf of Monique Jilesen.

Regards,  
Alanna

Alanna Perkins

Legal Assistant to Monique Jilesen, Chris Yung and Samantha Hargreaves

T 416-865-9500 Ext. 316  
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aperkins@litigate.com130 Adelaide St W  
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September 7, 2023

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

**VIA EMAIL**

Mr. Steven Graff  
Aird & Berlis LLP  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Mr. Raj S. Sahni  
Bennett Jones LLP  
3400 One First Canadian Place  
Toronto, ON M5X 1A4

Dear Counsel:

**RE: Original Traders Energy Ltd et al.**

As you know, we are the lawyers for 2658658 Ontario Inc. (“**265**”) and Glenn Page.

Our clients have reviewed the letter from Mr. Starnino dated September 1, 2023 (“**OTE USA Letter**”) to respective counsel for the OTE Group and the Monitor. We understand that Mr. Starnino has not yet received a response.

As 265 (of which Mr. Page is the majority owner) is a limited partner of both OTE LP and OTE Logistics LP (collectively, “**OTE Companies**”), they are very concerned by the conduct of Scott Hill described in the OTE USA Letter and the consequences to the value of the OTE Companies. To the extent that Scott Hill is taking steps to transition the business of the OTE Companies, we are not aware of any authority for such conduct.

As such, we reiterate the request set out in the OTE USA Letter for confirming that paragraph 5 of the Initial Order of Justice Osborne of the Superior Court of Justice dated January 30, 2023 is being complied with and will continue to be complied with and what steps are being taken to preserve the value of the businesses. Given the timing, we would appreciate your confirmation this week.

We look forward to hearing from you.

Yours truly,

A handwritten signature in black ink, appearing to be 'MJ', written over a light blue horizontal line.

Monique Jilesen

c. Jonathan Chen  
Max Starnino  
Joseph Berger  
Natai Shelsen  
Jessica Orkin

THIS IS **EXHIBIT "OO"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in cursive script, appearing to read "A. [unclear]", positioned above a horizontal line.

---

A Commissioner, etc.




**RE: Original Traders Energy Ltd et al.**

Raj Sahni &lt;SahniR@bennettjones.com&gt;

Fri 2023-09-08 4:54 PM

To: Max.Starnino@paliarerland.com <Max.Starnino@paliarerland.com>; Monique Jilesen <mjilesen@litigate.com>  
Cc: sgraff@airdberlis.com <sgraff@airdberlis.com>; joseph.berger@paliarerland.com  
<joseph.berger@paliarerland.com>; Jonathan Chen <jchen@litigate.com>; Natai Shelsen  
<nshelsen@goldblattpartners.com>; Jessica Orkin <jorkin@goldblattpartners.com>; mhenderson@airdberlis.com  
<mhenderson@airdberlis.com>; Tamie Dolny <tdolny@airdberlis.com>; Paul van Eyk (pvaneyk@kpmg.ca)  
<pvaneyk@kpmg.ca>; Lau, Duncan <duncanlau@kpmg.ca>

 2 attachments (345 KB)

4966314\_2 [IWOV-PRIManage.FID390548]; Original Traders Energy Ltd et al.;

Dear Counsel,

We write in response to your letters of September 1/23 (from Mr. Starnino) and September 7/23 (from Ms Jilesen). The Monitor informs us that it is not aware of any transfer of the ownership of business or assets of the OTE Group in contravention of paragraph 5 of the Initial Order. In addition, the Monitor has spoken with Mr. Scott Hill and we have corresponded with counsel for the OTE Group to ensure that the OTE Group's management are aware that any such transfer of ownership outside of the ordinary course of business is not permitted without authorization of the Court.

The Monitor is preparing a report to the Court to update on the status of the OTE Group's operations and expects to file that report and serve it on the service list prior to the end of September.

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

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

T. [416 777 4804](tel:4167774804) | F. [416 863 1716](tel:4168631716) | M. [416 618 4804](tel:4166184804)E. [sahnir@bennettjones.com](mailto:sahnir@bennettjones.com)[BennettJones.com](http://BennettJones.com)

---

**From:** Alanna Perkins <aperkins@litigate.com>**Sent:** Thursday, September 7, 2023 9:19 AM**To:** Raj Sahni <SahniR@bennettjones.com>; sgraff@airdberlis.com**Cc:** joseph.berger@paliarerland.com; Monique Jilesen <mjilesen@litigate.com>; Jonathan Chen <jchen@litigate.com>; Max.Starnino@paliarerland.com; Natai Shelsen <nshelsen@goldblattpartners.com>; Jessica Orkin <jorkin@goldblattpartners.com>**Subject:** Original Traders Energy Ltd et al.

Please find the attached correspondence sent on behalf of Monique Jilesen.

Regards,  
Alanna

Alanna Perkins

Legal Assistant to Monique Jilesen, Chris Yung and Samantha Hargreaves

T 416-865-9500 Ext. 316

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4966314\_2 [IWOV-PRiManage.FID390548]

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

Fri 2023-09-01 3:08 PM

To:sgraff@airdberlis.com <sgraff@airdberlis.com>;SahniR@bennettjones.com <SahniR@bennettjones.com>  
Cc:joseph.berger@paliareroland.com <joseph.berger@paliareroland.com>;mjilesen@litigate.com  
<mjilesen@litigate.com>;jchen@litigate.com <jchen@litigate.com>;Jessica Orkin <jorkin@goldblattpartners.com>;Natai  
Shelsen <nshelsen@goldblattpartners.com>;michelle.jackson@paliareroland.com <michelle.jackson@paliareroland.com>

 1 attachments (131 KB)

4966314\_2.pdf;

Please see attached.



**Massimo (Max) Starnino**

**Partner**

**Paliare Roland Rosenberg Rothstein LLP**

155 Wellington Street West

35th Floor

Toronto, Ontario M5V 3H1

Direct: 416.646.7431

Mobile: 416.559.6834

[max.starnino@paliareroland.com](mailto:max.starnino@paliareroland.com)

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# Paliare Roland

Massimo (Max) Starnino  
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Toronto, ON M5V 3H1

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

File # 101295

September 1, 2023

**VIA EMAIL**

**AIRD & BERLIS LLP**

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

Attention: Steven Graff

**Lawyers for Original Traders Energy LTD. and  
2496750 Ontario Inc.**

**BENNETT JONES LLP**

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

Attention: Raj. S. Sahn

**Counsel for the Monitor**

Dear Counsel:

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

We are writing with respect to the referenced proceedings. As you know, we are lawyers for OTE USA LLC ("**OTE USA**"), a creditor (perhaps the largest creditor) in the proceedings.

It is has been suggested to us that Scott Hill has been taking steps to transition the business of Original Traders Energy LP and OTE Logistics LP businesses to Parkland Corporation and to Joseph Haulage Canada Corp., respectively, as of September 15, 2023, or thereabouts.

We are not aware of any authorization for Mr. Hills' conduct. To the contrary, paragraph 5 of the Initial Order of Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023 (the "**Initial Order**"), directs Original Traders Energy Ltd., OTE Logistics LP, and Original Traders Energy LP (collectively the "**OTE Group**") to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, and to continue to carry on business in a manner consistent with the preservation of their business and Property.

Accordingly, we are writing to seek your confirmation that the OTE Group is complying and will continue to comply with paragraph 5 of the Initial Order, and to seek your advice as to the steps that

# Paliare Roland

are being taking to preserve value of the businesses for the creditors in these proceedings, including OTE USA. In this regard, I note that, without necessarily agreeing that a divestiture or liquidation represents the most favourable outcome for stakeholders, OTE USA is aware of a number of third parties who may be interested in bidding for or buying the property, assets and undertakings of Original Traders Energy LP and/or OTE Logistics LP as going concerns, including as a stalking horse bidder.

Yours very truly,

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino

MS:JB


c. J. Berger  
M. Jilesen and J. Chen  
J. Orkin and N. Shelsen  
client

**Original Traders Energy Ltd et al.**

Alanna Perkins &lt;aperkins@litigate.com&gt;

Thu 2023-09-07 9:19 AM

To:sahnir@bennettjones.com <sahnir@bennettjones.com>;sgraff@airdberlis.com <sgraff@airdberlis.com>  
Cc:joseph.berger@paliarerland.com <joseph.berger@paliarerland.com>;Monique Jilesen <mjilesen@litigate.com>;Jonathan Chen <jchen@litigate.com>;Max.Starnino@paliarerland.com <Max.Starnino@paliarerland.com>;Natai Shelsen <nshelsen@goldblattpartners.com>;Jessica Orkin <jorkin@goldblattpartners.com>

 1 attachments (143 KB)

LTR to Counsel dated Sept 7 23 (106282196.1).pdf;

Please find the attached correspondence sent on behalf of Monique Jilesen.

Regards,  
Alanna

Alanna Perkins

Legal Assistant to Monique Jilesen, Chris Yung and Samantha Hargreaves

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Canada M5H 3P5

September 7, 2023

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

**VIA EMAIL**

Mr. Steven Graff  
Aird & Berlis LLP  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto, ON M5J 2T9

Mr. Raj S. Sahni  
Bennett Jones LLP  
3400 One First Canadian Place  
Toronto, ON M5X 1A4

Dear Counsel:

**RE: Original Traders Energy Ltd et al.**

As you know, we are the lawyers for 2658658 Ontario Inc. (“**265**”) and Glenn Page.

Our clients have reviewed the letter from Mr. Starnino dated September 1, 2023 (“**OTE USA Letter**”) to respective counsel for the OTE Group and the Monitor. We understand that Mr. Starnino has not yet received a response.

As 265 (of which Mr. Page is the majority owner) is a limited partner of both OTE LP and OTE Logistics LP (collectively, “**OTE Companies**”), they are very concerned by the conduct of Scott Hill described in the OTE USA Letter and the consequences to the value of the OTE Companies. To the extent that Scott Hill is taking steps to transition the business of the OTE Companies, we are not aware of any authority for such conduct.

As such, we reiterate the request set out in the OTE USA Letter for confirming that paragraph 5 of the Initial Order of Justice Osborne of the Superior Court of Justice dated January 30, 2023 is being complied with and will continue to be complied with and what steps are being taken to preserve the value of the businesses. Given the timing, we would appreciate your confirmation this week.

We look forward to hearing from you.

Yours truly,

A handwritten signature in black ink, appearing to be 'MJ', written over a horizontal line.

Monique Jilesen

c. Jonathan Chen  
Max Starnino  
Joseph Berger  
Natai Shelsen  
Jessica Orkin

THIS IS **EXHIBIT “PP”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be 'A. [unclear]', written in a cursive style.

---

A Commissioner, etc.




Original Traders Energy Ltd et al.; Court File No. CV-23-00693758-00CL [IWOV-PRiManage.FID390548]

michelle.jackson@paliareroland.com <michelle.jackson@paliareroland.com>

Fri 2023-09-15 3:58 PM

To: gjoseph@josephhaulage.com <gjoseph@josephhaulage.com>

Cc: Max.Starnino@paliareroland.com <Max.Starnino@paliareroland.com>; joseph.berger@paliareroland.com <joseph.berger@paliareroland.com>; sahnir@bennettjones.com <saahnir@bennettjones.com>; sgraff@airdberlis.com <sgraff@airdberlis.com>; mjilesen@litigate.com <mjilesen@litigate.com>; jchen@litigate.com <jchen@litigate.com>; Jessica Orkin <jorkin@goldblattpartners.com>; Natai Shelsen <nshelsen@goldblattpartners.com>; jsmith@gsnh.com <jsmith@gsnh.com>

 1 attachments (164 KB)

OTE USA LLC, OTE LP CCAA, Letter to Joseph Haulage Canada Corporation 15-SEP-2023.PDF;

Good afternoon,

Please see the attached correspondence from Max Starnino.



**Michelle Jackson**

Legal Assistant to Max Starnino,  
Lindsay Scott and Michael Fenrick

**Phone:** 416.646.7470

**Email:** michelle.jackson@paliareroland.com

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T. 416.646.7431 / F. 416.646.4301

File # 101295

September 15, 2023

**BY EMAIL**

Joseph Haulage Canada Corporation  
590 South Service Road  
Stoney Creek, ON  
L8E 2W1

Attn: Geoff Joseph – President  
[gjoseph@josephhaulage.com](mailto:gjoseph@josephhaulage.com)

Dear Sirs:

**Re: Original Traders Energy Ltd et al.; Court File No. CV-23-00693758-00CL (the “CCAA Proceedings”)**

We are lawyers for OTE USA LLC (“**OTE USA**”), a creditor in the referenced CCAA Proceedings, and we are writing with respect thereto, to put you on notice that OTE USA has been led to understand that Joseph Haulage Canada Corporation (“**JHCC**”) is (or has been) engaged in discussions with representatives of OTE Logistics LP (“**Logistics LP**”), in respect of the transition of the business of Logistics LP, including, without limitation, its drivers and capital equipment, to JHCC. We are further advised by counsel to the Monitor in the CCAA Proceedings that the Monitor is not aware of such dealings with JHCC.

If the discussions or transactions described above have taken place, such conduct by Logistics LP and/or its representatives and by JHCC would be in breach of paragraph 5 the Initial Order made in the CCAA Proceedings by Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023, (the “**Initial Order**”), which directs Logistics LP and its general partner, among others, to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, and to continue to carry on business in a manner consistent with the preservation of their business and Property (as defined therein). As such, the conduct would be actionable as an unlawful conspiracy.

Accordingly, we require that JHCC cease and desist in all such activity, and that you immediately undertake an investigation and take all steps necessary to preserve all documents (as defined in Rule 30.01(1)(a) of the Ontario *Rules of Civil Procedure*) in respect of JHCC’s dealings in respect of Logistics LP, Scott Hill or Miles Hill, including, without limiting the foregoing, any recorded information

# Paliare Roland

in either hard copy or electronic format such as sound and audio recordings, email, text messages, photos, handwritten notes, spreadsheets and data housed in accounting applications and databases, and including, without limitation, steps to:

- (a) ensure that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently, such as through the implementation of an ordinary course document retention/destruction policy;
- (b) ensure that relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and
- (c) ensure that relevant documents remain accessible.

To be clear, OTE USA's preference is not to engage in litigation with JHCC, though it is prepared to do so where necessary to protect its interests.

Please confirm your receipt of this letter, and that JHCC and its employees and representatives will cease all interference in respect of the undertakings of Logistics LP, including, without limitation, servicing Logistics LP's customers, and will preserve information, as indicated above, pending further direction from the court, including, without limitation, in respect of an investigation into the conduct of Scott Hill.

## **Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino  
MS:JB

- c. J. Berger
- R. Sahni (Bennett Jones, Lawyers for KPMG as Monitor)
- S. Graff (Aird Berlis, Lawyers for OTE LP)
- M. Jilesen and J. Chen (Lenczner Slaght, Lawyers for Glenn Page and 2658658 Ontario Inc.)
- J. Orkin and N. Shelsen (Goldblatt Partners, Lawyers for Mandy Cox and others)
- J., Smith (Goldman Sloan, Lawyers for Brian Page and 11222074 Canada Ltd.)
- client

THIS IS **EXHIBIT “QQ”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

Original Traders Energy Ltd et al.; Ontario Superior Court File No. CV-23-00693758-00CL [IWOV-PRiManage.FID390548]

michelle.jackson@paliarerland.com <michelle.jackson@paliarerland.com>

Fri 2023-09-15 4:05 PM

To:ian.white@parkland.ca <ian.white@parkland.ca>;tariq.remtulla@parkland.ca <tariq.remtulla@parkland.ca>  
Cc:Max.Starnino@paliarerland.com <Max.Starnino@paliarerland.com>;joseph.berger@paliarerland.com  
<joseph.berger@paliarerland.com>;sahnir@bennettjones.com <sahnir@bennettjones.com>;sgraff@airdberlis.com  
<sgraff@airdberlis.com>;mjilesen@litigate.com <mjilesen@litigate.com>;jchen@litigate.com <jchen@litigate.com>;Jessica  
Orkin <jorkin@goldblattpartners.com>;Natai Shelsen <nshelsen@goldblattpartners.com>;jsmith@gsnh.com  
<jsmith@gsnh.com>

 1 attachments (173 KB)

OTE USA LLC, OTE LP CCAA, Letter to Parkland Corporation 15-SEP-2023.PDF;

Good afternoon,

Please see the attached correspondence from Max Starnino.



**Michelle Jackson**

Legal Assistant to Max Starnino,  
Lindsay Scott and Michael Fenrick

**Phone:** 416.646.7470

**Email:** michelle.jackson@paliarerland.com

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# Paliare Roland

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T. 416.646.7431 / F. 416.646.4301

File # 101295

September 15, 2023

**BY EMAIL**

Parkland Corporation  
240 – 4th Ave S.W. Suite 1800  
Calgary, AB  
T2P 4H4

Attn: Ian White, President Parkland Canada  
[ian.white@parkland.ca](mailto:ian.white@parkland.ca)

Tariq Remtulla, Senior Vice President  
General Counsel  
[tariq.remtulla@parkland.ca](mailto:tariq.remtulla@parkland.ca)

Dear Sirs:

**Re: Original Traders Energy Ltd et al.; Ontario Superior Court File No. CV-23-00693758-00CL (the “CCAA Proceedings”)**

We are lawyers for OTE USA LLC (“**OTE USA**”), a creditor in the referenced CCAA Proceedings, and we are writing with respect thereto. OTE USA wishes to put you on notice that it has been led to understand that Parkland’s employees and/or representatives are (or have been) engaged in discussions with representatives of Original Traders Energy LP (“**OTE LP**”), in respect of the transition of OTE LP’s fuel distribution business to Parkland. We are further advised by the Monitor’s counsel in the CCAA Proceedings that the Monitor is not aware of such dealings with Parkland.

If the discussions described above have taken place, such conduct by OTE LP and/or its representatives and by Parkland would be in breach of paragraph 5 of the Initial Order made in the Proceedings by Justice Osborne of the Superior Court of Justice (Commercial List), dated January 30, 2023, (the “**Initial Order**”), which directs OTE LP, and its general partner Original Traders Energy Ltd., among others, to remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, and to continue to carry on business in a manner consistent with the preservation of their business and Property (as defined therein). As such, the conduct would be actionable as an unlawful conspiracy.

Accordingly, we require that Parkland cease and desist in all such activity, and that you immediately

# Paliare Roland

undertake an investigation into such conduct and take all steps necessary to preserve all documents (as defined in Rule 30.01(1)(a) of the Ontario *Rules of Civil Procedure*) in respect of Parkland's dealings in respect of OTE LP, Scott Hill or Miles Hill, including, without limiting the foregoing, any recorded information in either hard copy or electronic format such as sound and audio recordings, email, text messages, photos, handwritten notes, spreadsheets and data housed in accounting applications and databases, and including, without limitation, steps to:

- (a) ensure that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently, such as through the implementation of an ordinary course document retention/destruction policy;
- (b) ensure that relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and
- (c) ensure that relevant documents remain accessible.

To be clear, OTE USA's preference is not to engage in litigation with Parkland (though it is prepared to do so where necessary, to protect its interests, and OTE USA is not necessarily opposed to a sale of OTE LP's assets and undertakings to Parkland. However, such a transaction should be conducted for the benefit of creditors, in accordance with the terms of the Initial Order, and as part of a transparent and competitive process approved by future court order and conducted under the supervision of the Monitor.

Please confirm your receipt of this letter, and that Parkland and its employees and representatives will cease any and all interference in respect of the undertakings of OTE LP, including, without limitation, any operations, distribution services, and invoicing of OTE LP's customers, and will preserve information, as indicated above, pending further direction from the court and an investigation into the conduct of Scott Hill.

Yours very truly,

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino

MS:JB

- c. J. Berger
- R. Sahni (Bennett Jones, Lawyers for KPMG as Monitor)
- S. Graff (Aird Berlis, Lawyers for OTE LP)
- M. Jilesen and J. Chen (Lenczner Slaght, Lawyers for Glenn Page and 2658658 Ontario Inc.)

# Paliare Roland

J. Orkin and N. Shelsen (Goldblatt Partners, Lawyers for Mandy Cox and others)  
J. Smith (Goldman Sloan, Lawyers for Brian Page and 11222074 Canada Ltd.)  
client



THIS IS **EXHIBIT "RR"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023



---

A Commissioner, etc.

RE: Original Traders Energy Ltd et al.; Ontario Superior Court File No. CV-23-00693758-00CL [IWOV-PRiManage.FID390548]

Morgan Crilly <Morgan.Crilly@parkland.ca>

Tue 2023-09-19 11:01 AM

To: michelle.jackson@paliareroland.com <michelle.jackson@paliareroland.com>; Max.Starnino@paliareroland.com <Max.Starnino@paliareroland.com>  
Cc: joseph.berger@paliareroland.com <joseph.berger@paliareroland.com>; sahnir@bennettjones.com <saahnir@bennettjones.com>; sgraff@airdberlis.com <sgraff@airdberlis.com>; mjilesen@litigate.com <mjilesen@litigate.com>; jchen@litigate.com <jchen@litigate.com>; Jessica Orkin <jorkin@goldblattpartners.com>; Natai Shelsen <nshelsen@goldblattpartners.com>; jsmith@gsnh.com <jsmith@gsnh.com>; Tariq Remtulla <Tariq.Remtulla@parkland.ca>; Ian White <Ian.White@parkland.ca>

Good morning,

We confirm receipt of the below-referenced correspondence. Please note we are currently reviewing and will provide a formal response in short order.

Regards,

**Morgan Crilly** | Legal Counsel

Parkland Corporation

Suite 1800, 240 4<sup>th</sup> Ave SW Calgary, AB T2P 4H4

W: 403.956.9153 E: [morgan.crilly@parkland.ca](mailto:morgan.crilly@parkland.ca)

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**From:** [michelle.jackson@paliareroland.com](mailto:michelle.jackson@paliareroland.com) <[michelle.jackson@paliareroland.com](mailto:michelle.jackson@paliareroland.com)>

**Sent:** Friday, September 15, 2023 2:05 PM

**To:** Ian White <[Ian.White@parkland.ca](mailto:Ian.White@parkland.ca)>; Tariq Remtulla <[Tariq.Remtulla@parkland.ca](mailto:Tariq.Remtulla@parkland.ca)>

**Cc:** [Max.Starnino@paliareroland.com](mailto:Max.Starnino@paliareroland.com); [joseph.berger@paliareroland.com](mailto:joseph.berger@paliareroland.com); [saahnir@bennettjones.com](mailto:saahnir@bennettjones.com); [sgraff@airdberlis.com](mailto:sgraff@airdberlis.com); [mjilesen@litigate.com](mailto:mjilesen@litigate.com); [jchen@litigate.com](mailto:jchen@litigate.com); [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com); [nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com); [jsmith@gsnh.com](mailto:jsmith@gsnh.com)

**Subject:** [External] Original Traders Energy Ltd et al.; Ontario Superior Court File No. CV-23-00693758-00CL [IWOV-PRiManage.FID390548]

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[ewt-06]

[Report Suspicious](#)

Good afternoon,

Please see the attached correspondence from Max Starnino.



**Paliare Roland**

**Michelle Jackson**

Legal Assistant to Max Starnino,  
Lindsay Scott and Michael Fenrick

**Phone:** 416.646.7470

**Email:** [michelle.jackson@paliareroland.com](mailto:michelle.jackson@paliareroland.com)

155 Wellington St. West, 35<sup>th</sup> Floor  
Toronto, ON M5V 3H1

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THIS IS **EXHIBIT “SS”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be "A. [unclear]", written in a cursive style.

---

A Commissioner, etc.


**In the Matter of Original Traders Energy Ltd. - Court File No. CV-23-00693758-00CL**

Archer, Vonnelle &lt;vonnelle.archer@dentons.com&gt;

Thu 2023-09-21 12:30 PM

To: max.starnino@paliarerland.com &lt;max.starnino@paliarerland.com&gt;

Cc: Beeforth, Michael &lt;michael.beeforth@dentons.com&gt;; sgraff@airdberlis.com &lt;sgraff@airdberlis.com&gt;; sahnir@bennettjones.com &lt;saahnir@bennettjones.com&gt;; Jessica Orkin &lt;jorkin@goldblattpartners.com&gt;; Natai Shelsen &lt;nshelsen@goldblattpartners.com&gt;; mjilesen@litigate.com &lt;mjilesen@litigate.com&gt;; jchen@litigate.com &lt;jchen@litigate.com&gt;; jsmith@gsnh.com &lt;jsmith@gsnh.com&gt;

 1 attachments (63 KB)

Letter to Max Starnino Sept 20 2023.pdf;

Good afternoon,

Please see the attached correspondence.

Thanks

**Vonnelle Archer**

Assistant to Sharon Addison and Michael Beeforth

 [D +1 416 863 4694](tel:+14168634694)[vonnelle.archer@dentons.com](mailto:vonnelle.archer@dentons.com) | [Bio](#) | [Website](#)

Dentons Canada LLP | 77 King Street West, Suite 400, Toronto-Dominion Centre, Toronto, ON, M5K 0A1, Canada

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September 21, 2023

**Sent via Email** (*max.starnino@paliareroland.com*)

Paliare Roland Rosenberg Rothstein LLP  
 155 Wellington Street West, 35<sup>th</sup> Floor  
 Toronto ON M5V 3H1

**Attention: Massimo (Max) Starnino**

Dear Mr. Starnino:

**Re: In the Matter of Original Traders Energy Ltd. (“OTE LP”)  
 Court File No. CV-23-00693758-00CL (the “CCAA Proceedings”)**

We act for Parkland Corporation (“Parkland”), and have been provided with a copy of your letter dated September 15, 2023 to Messrs. White and Remtulla. Please direct any future correspondence on this matter to our attention.

As a continuing fuel supplier to OTE LP, Parkland is well aware of the ongoing CCAA Proceedings and of the terms set out in the Initial Order made in those proceedings, including the requirement that OTE LP remain in possession and control of its assets, undertakings and properties. Parkland has and will continue to abide by its obligations under the Initial Order and any subsequent orders made by the court.

In this context, your client’s understanding that Parkland has engaged in discussions with OTE LP regarding the transition of its fuel distribution business to Parkland is inaccurate, and the unnamed source of this understanding is mistaken. As noted above, Parkland and OTE LP have an ongoing supply relationship and frequently engage in discussions regarding OTE LP’s fuel supply needs. In the course of those discussions, Scott Hill represented that there was a possibility that OTE LP’s business could be transitioned to a new entity as part of the CCAA Proceedings, and asked whether, in the event such a transition occurred, Parkland would be able to continue supplying fuel to OTE LP’s successor. Mr. Hill also inquired as to whether it would be possible for Parkland to supply fuel directly to OTE LP’s customers over a short period if required in connection with such a transition. Parkland replied that if a new entity was formed to take over OTE LP’s business, Parkland would at that time need to internally consider the possibility of a new fuel supply relationship before commencing any discussions with OTE LP’s successor. These preliminary discussions with Mr. Hill were not advanced any further, and Parkland has not taken any steps to evaluate the possibility raised by Mr. Hill (as there is nothing for Parkland to evaluate presently). There were no discussions about Parkland purchasing any assets of OTE LP or taking over any portion of its fuel distribution business. As such, there is nothing for Parkland to cease and desist.

If the Monitor and the OTE Group determine that a sale or transition process of some or all of OTE LP’s business is in the best interests of its creditors, Parkland will consider at that time whether to participate in such a process. In the interim, Parkland will continue supplying fuel to OTE LP in accordance with the terms of the Initial Order.

Finally, while unnecessary in our view, we confirm that Parkland will take reasonable steps to preserve documents regarding its dealings with representatives of OTE LP from the date of the Initial Order forward. Parkland is prepared to produce any such documents if ordered to do so by the court. We trust this is satisfactory.

Yours truly,  
**Dentons Canada LLP**



Michael Beeforth  
Partner

cc: R. Sahni, Bennett Jones LLP (counsel to KPMG as Monitor)  
S. Graff, Aird Berlis (counsel to OTE LP)  
M. Jilesen and J. Chen, Lenczner Slaght (counsel to Glenn Page and 2658658 Ontario Inc.)  
J. Orkin and N. Shelsen, Goldblatt Partners (counsel to Mandy Cox and others)  
J. Smith, Goldman Sloan (counsel to Brian Page and 11222074 Canada Ltd.)

THIS IS **EXHIBIT "TT"** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 2nd day of October, 2023

A handwritten signature in black ink, appearing to be "A. [unclear]", written in a cursive style.

---

A Commissioner, etc.



## OTE Group CCAA [IWOV-PRiManage.FID390548]

Max.Starnino@paliareroland.com &lt;Max.Starnino@paliareroland.com&gt;

Sun 2023-10-01 2:17 PM

To:SahniR@bennettjones.com &lt;SahniR@bennettjones.com&gt;

Cc:sgraff@airdberlis.com &lt;sgraff@airdberlis.com&gt;;mjilesen@litigate.com &lt;mjilesen@litigate.com&gt;;jchen@litigate.com &lt;jchen@litigate.com&gt;;Jessica Orkin &lt;jorkin@goldblattpartners.com&gt;;Natai Shelsen &lt;nshelsen@goldblattpartners.com&gt;;joseph.berger@paliareroland.com &lt;joseph.berger@paliareroland.com&gt;;michelle.jackson@paliareroland.com &lt;michelle.jackson@paliareroland.com&gt;

 2 attachments (316 KB)

OTE Group CCAA, 2023.10.01 Letter to Bennet Jones.pdf; OTE Group CCAA; Comments on Draft Bid Process.pdf;

Please see attached.

**Massimo (Max) Starnino****Partner****Paliare Roland Rosenberg Rothstein LLP**

155 Wellington Street West

35th Floor

Toronto, Ontario M5V 3H1

Direct: 416.646.7431

Mobile: 416.559.6834

[max.starnino@paliareroland.com](mailto:max.starnino@paliareroland.com)

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# Paliare Roland

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

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

File # 101295

October 1, 2023

**VIA EMAIL**

**BENNETT JONES LLP**

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

Attention: Raj. S. Sahni

**Counsel for the Monitor**

Dear Counsel:

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

We are writing with respect to the Monitor's Fifth Report in respect of the referenced proceedings (the "**Fifth Report**"), served yesterday. Some of the information contained in the Fifth Report is concerning to us and we have the following questions in connection therewith, which we would like answered as soon as possible. We may have further or other questions in future, including but not limited to questions arising from answers provided by the Monitor.

1. Referring to para. 24 of the 5th Report:
  - a. With reference to the list of customers included as Exhibit A to the First Hill Affidavit, which of these customers remain customers of the OTE Group currently?
  - b. In respect of each of the now-former customers listed on Exhibit A, advise when that customer ceased being a customer of OTE LP, and, for the avoidance of doubt, please identify the key customers referenced in para. 24 of the 5th Report, the date on which those customers departed, and the date when the Monitor become aware of their departure?
  - c. Are any of the key customers referenced in para. 24 of the 5th Report directly or indirectly related to or controlled by Miles Hill and Scott Hill, and if so, which ones
  - d. Were there any efforts made to replace the lost sales volumes, and if so please

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describe those efforts?

- e. On what date did the Monitor first begin to work on the Reduced Operations Plan?

## 2. Referring to para. 25 of the 5th Report?

- a. On what date were the operations at the Tyendinaga Blending Location first discontinued?
- b. On what date did the Monitor become aware that operations at the Tyendinaga Blending Location had first been (or would be) discontinued?
- c. On what date were the operations at the Whitefish Blending Location first discontinued?
- d. On what date did the Monitor become aware that operations at the Whitefish Blending Location had first been (or would be) discontinued?
- e. On what date(s) were notices of termination of employment given to the employees at the Discontinued Locations and when was their last day of work?
- f. On what date did the Monitor become aware that notices of termination of employment had been (or would be) given to the employees at the Discontinued Locations
- g. With respect to the decision to shut down operations at the Tyendinaga and Whitefish blending locations and concentrate operations at the Six Nations blending location:
  - i. What were the reasons given to the Monitor for the OTE Group's decision to continue operations at the Six Nations blending location as opposed to the Tyendinaga and Whitefish blending locations?
  - ii. Was the Monitor involved in the decision as to which blending location would continue operations? If so, does the Monitor agree with the reasons of the OTE Group for the selection of the Six Nations blending location for continuing operations rather than the Tyendinaga or Whitefish blending locations?
- h. What inquiries, if any, have been made by the Monitor regarding, and what is the Monitor's understanding of, the nature, validity and enforceability of the interests held by the OTE Group in the Six Nations Blending Location, the Tyendinaga Blending Location and the Whitefish Blending Location, having regard to the oral and/or written agreements or instruments that are in place in respect of each of these blending

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locations, and having regard to the statutory regimes that apply under the Indian Act or the First Nations Land Management Act to the lands where these blending locations are situated.

- i. Having regard to the statutory regimes that apply under the *Indian Act* or the *First Nations Land Management Act* to the lands where these blending locations are situated, and having regard to the oral and/or written agreements or instruments that are in place in respect of each blending location, does the Monitor agree that it would be preferable, from the perspective of creditors seeking to realize on the value of assets, for the Applicants' ongoing operations to be concentrated at the site of either the Tyendinaga Blending Location or Whitefish Blending Location? If not, why not?

### 3. Referring to para. 37 and para. 38 of the 5th Report:

- a. When formulating its recommendation in respect of the Bid Process, was the Monitor aware that while the other limited partners of OTE LP contributed cash in exchange for their unit interests, Scott Hill's contribution was the premises on which the Head Office and Six Nations Blending Location is located, for which Scott Hill holds a Certificate of Possession (the "**Hill Property**")?
- b. What, if any, assurances have been (or will be) provided by Scott Hill, in his capacity as holder of the Certificate of Possession in respect of the Hill Property, in relation to the interest in the Head Office and Six Nations Blending Location that will be offered for sale within the Bid Process? How, if at all, was this issue considered by the Monitor in the formulation of its recommendation in respect of the Bid Process, including, in particular, in respect of the recommended "as is, where is" basis for the sale and the recommended role of the OTE Group in the selection of an acceptable binding offer?
- c. In light of the "informal, oral lease agreements" in place for the Head Office and Six Nations Blending Location (see First Hill Affidavit, paragraph 43), and given the "as is, where is" formulation of the Monitor's recommendation in respect of the Bid Process, what is the nature of the interest (if any) in respect of the Head Office and Six Nations Blending Location that the Monitor expects might be offered for sale to third parties that are arms-length of Scott Hill, within the Bid Process?

4. At para. 38(viii) of the 5<sup>th</sup> Report, the Monitor indicates that only "Binding Offers that are acceptable to **both** the Monitor and the OTE Group" [emphasis added] will be presented to the Court for approval. The grant of a veto to the OTE Group appears to be a discretionary decision by the Monitor because the proposed Bid Process does not, on its face, appear to require approval of the OTE Group. Please clarify/confirm.

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5. Please provide the listing of equipment that is being offered for sale as part of the Bid Process. We are asking for this information as we are particularly interested in verifying that:
- a. all of the necessary information is ready to be made available to interested bidders;
  - b. all material equipment is being made available to bidders; and,
  - c. that equipment is appropriately characterized and classified (in particular, that equipment relating to blending operations (other than the tanks in the ground), which we understand was commissioned and purchased with the express intention that it be moveable between blending sites, is properly characterized and made available for sale as a chattel and is not being characterized and treated as a fixture tied to the premises.

We also take this opportunity to attach our current comments in respect of the proposed Bid Process. We may have further or other comments in respect of the Bid Process as well. As you will see, and as you may intuit from the questions above, we are particularly concerned by the role contemplated for Miles and Scott Hill in respect of the CCAA proceedings going forward, and we anticipate a motion to appoint a Chief Restructuring Officer to provide appropriate governance going forward.

Yours very truly,

**Paliare Roland Rosenberg Rothstein LLP**



Massimo (Max) Starnino

MS:JB

- c. J. Berger  
 M. Jilesen and J. Chen  
 J. Orkin and N. Shelsen  
 S. Graff  
 client

**BID PROCESS**

On January 30, 2023, the Ontario Superior Court of Justice (Commercial List) (the "Court") issued an order (the "Initial Order") providing certain relief pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA", and these proceedings, the "CCAA Proceedings"), including a stay of proceedings against Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP, and Original Traders Energy LP (collectively, the "OTE Group"). The Initial Order also appointed KPMG Inc. as monitor of the OTE Group (in such capacity, the "Monitor"). On February 9, 2023, the OTE Group was granted additional relief under the CCAA by Order of the Court (the "ARIO"). These CCAA Proceedings are ongoing.

Pursuant to an order dated October 4, 2023 (the "Bid Process Order"), the Court approved, among other things, the sale process described herein (the "Bid Process") and appointed, as CRO of the OTE Group (the "CRO"). The Monitor, with the assistance of the OTE Group, shall conduct the Bid Process as provided below.

Capitalized terms used in this Bid Process and not otherwise defined herein have the meanings given to them in the fifth report of the Monitor (the "Fifth Report").

Nothing herein shall prevent the OTE Group or a creditor from seeking to file a plan providing for the refinancing of the OTE Group and the compromise or arrangement of claims, and/or from structuring or implementing their bid for the assets of the OTE Group as a plan for consideration by creditors.

For the avoidance of doubt, all exercise of discretion herein by the Monitor, the CRO or the OTE Group is subject to review by the court in these CCAA Proceedings, and may be raised with the court by way of a chambers appointment and adjudicated on a summary basis.

**Opportunity**

1. The Bid Process is intended to solicit interest in and opportunities for the property, assets and undertakings of the OTE Group, excluding the assets identified at Schedule "A" to the injunctive order dated March 15, 2023 (collectively, the "Property").
2. Any sale of the Property will be on an "as is, where is" basis, without surviving representations or warranties of any kind, nature, or description by the Monitor, the OTE Group, or any of their respective agents, advisors or estates, and, in the event of a sale, all of the right, title and interest of the OTE Group in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests therein and thereon pursuant to Court orders, except as otherwise provided in such Court orders.

**Key Dates**

3. The following are the key dates of the Bid Process:

Milestone	Date
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**Commented [MS1]:** This provision needs further consideration:

1. Should exclude interest in Six Nations Property Certificate of Possession.

2. The current exclusion is an issue: either all litigation claims should be up for bid or none of them should be (i.e. equal treatment for OTE Group's claims against the Pages, the Hills and others).

Commence solicitation of interest from parties	No later than October <del>20</del> <sup>5</sup> , 2023.
Binding Offer Deadline	November <del>10</del> <sup>20</sup> , 2023, at 5:00 p.m. EST.
Deadline to notify Qualified Bidders of Successful Bid	November <del>25</del> <sup>16</sup> , 2023, at 5:00 p.m. EST.

**Solicitation of Interest: Notice of Bid Process**

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4. As soon as reasonably practical, but no later than October 5, 2023:
  - a. the Monitor, with the assistance of the OTE Group, will prepare a list of parties that have expressed interest in the Opportunity, or that the Monitor believes may have an interest in the Opportunity (the "**Interested Parties**");
  - b. the Monitor, with the assistance of the OTE Group, will prepare a process summary (the "**Teaser Letter**") describing the Opportunity, outlining the Bid Process and inviting recipients of the Teaser Letter to express their interest pursuant in the Bid Process;
  - c. the OTE Group, with the assistance of the Monitor, will prepare a non-disclosure agreement in form and substance satisfactory the OTE Group and the Monitor (an "**NDA**");
  - d. the Monitor will cause a notice of the Bid Process (and such other relevant information which the Monitor, in consultation with the OTE Group, considers appropriate) (the "**Notice**") to be published in *The Globe and Mail* (National Edition).
5. The Monitor will send the Teaser Letter and NDA to all Known Potential Bidders by no later than October 5, 2023 and to any other party who requests a copy of the Teaser Letter and NDA.

**Due Diligence**

6. — Any party that wishes to participate in the Bid Process (a "**Potential Bidder**") must provide to the Monitor at the addresses specified in Schedule "A" hereto (including by email transmission), with an NDA executed by it, acceptable to the Monitor or as ordered by the court, in consultation with the ~~OTE Group~~CRO, and written confirmation of the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.
7. — A Potential Bidder (who has delivered the executed NDA and letter as set out above) will be deemed a "**Qualified Bidder**" if the Monitor, in consultation with the OTE Group, determines such person is likely, based on the availability of financing, experience and other considerations, to be able to consummate a sale or investment pursuant to the Bid Process. All Qualified Bidders will be granted access to a virtual data room (the "**Data Room**").
8. At any time during the Bid Process, the Monitor may, in its reasonable business judgement, eliminate a Qualified Bidder from the Bid Process.
9. Potential Bidders must rely solely on their own independent review, diligence, investigation and/or inspection of all information and of the Property in connection with their participation in the Bid Process and any transaction they enter into with one or more of the OTE Group entities.

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10. The Monitor, in consultation with the ~~OTE Group~~CRO, shall, subject to competitive and other business considerations, afford each Qualified Bidder such access to due diligence materials and information relating to the Property as the Monitor, in consultation with the OTE Group, may deem appropriate. The Monitor may also, in consultation with the OTE Group, limit the access of any Qualified Bidder to any confidential information in the Data Room if the Monitor, in consultation with the OTE Group, reasonably determines that such access could negatively impact the Bid Process, the ability to maintain the confidentiality of the information, the Property or its value.
11. Qualified Bidders that wish to view and inspect the OTE Group's assets in person must schedule an appointment with the Monitor.

#### **Binding Offers**

12. Qualified Bidders that wish to make a formal offer to purchase or make an investment in the OTE or their Property or any part thereof shall submit a binding offer (a "**Binding Offer**") that complies with all of the following requirements to the Monitor at the addresses specified in Schedule "A" hereto (including by email), so as to be received by them no later 5 p.m. EST on November 10, 2023 (the "**Bid Deadline**"). For greater certainty, Binding Offers must:
- (a) be submitted on or before the Bid Deadline by a Qualified Bidder;
  - (b) be made by way of binding, definitive transaction document(s) that is/are executed by the Qualified Bidder;
  - (e) —includes an acknowledgement by the Qualified Bidder: (i) that, subject to any dispute pending before the court, it has had an opportunity to conduct any and all due diligence prior to making the Binding Offer;
  - (ii) —that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Binding Offer; and
  - (iii)(c) (ii) that it did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Property or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer;
  - (d) does not provide for any break or termination fee, expense reimbursement or similar type of payment, it being understood and agreed that no bidder will be entitled to any bid protections;
  - (e) contain a clear indication of whether the Qualified Bidder is offering to: (i) acquire all, substantially all or a portion of the Property (a "**Binding Sale Offer**"); or (ii) make an investment in, restructure, reorganize or refinance the Property and/or one or more of the ~~OTE Group~~CRO (a "**Binding Investment Offer**"), on terms and conditions reasonably acceptable to the Monitor and to the ~~OTE Group~~CRO;
  - (f) provide proof of funds acceptable to the ~~Monitor~~CRO, in consultation with the ~~OTE Group~~CRO;

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- (g) provide for a deposit of 10% of the total purchase price of the Property to be purchased; and
- (h) include such other information as reasonably requested or identified as being necessary or required by the Monitor, in consultation with the ~~OTE Group~~CRO.

#### **Selection of Successful Bid**

- 13. Binding Offers will be valued based upon numerous factors, including, without limitation, items such as the purchase price and the net value provided by such offer, the claims likely to be created by such offer in relation to other offers, the identity, circumstances and ability of the bidder to successfully complete such transactions, the proposed transaction documents, the effects of the bid on the stakeholders of the OTE Group, factors affecting the speed, certainty and value of the transactions, the assets included or excluded from the offer, any related restructuring costs, and the likelihood and timing of consummating such transactions, each as determined by the Monitor, in consultation with the ~~OTE Group~~CRO.
- 14. The Monitor may aggregate separate Binding Offers together to create one "Binding Offer" package for the whole sale of the Property of the OTE Group, upon consultation with the ~~OTE Group~~CRO.
- 15. The Monitor will: (i) review and evaluate each Binding Offer, provided that each Binding Offer may be re-negotiated with the Monitor and the applicable Qualified Bidder, upon consultation with the ~~OTE Group~~CRO, and may be amended, modified or varied to improve such Binding Offer as a result of such negotiations; and (ii) identify the highest or otherwise best Binding Offer(s) (the "Successful Bid(s)", and a Qualified Bidder making such Successful Bid, a "Successful Bidder") for any particular Property of the OTE Group in whole or part.
- 16. The Monitor, in consultation with the ~~OTE Group~~CRO may provide a recommendation to the Court to approve one or more Successful Bids. The Monitor shall have no obligation to enter into a Successful Bid, to reject any or all Binding Offers, and/or to recommend to the Court that the Bid Process be terminated without the selection of a Successful Bid.
- 17. Notwithstanding the process and deadlines outlined above with respect to the Bid Process, the Monitor, at its reasonable discretion and upon consultation with the ~~OTE Group~~CRO may, at any time:
  - a. pause, terminate, amend or modify the Bid Process in accordance with the terms set out herein;
  - b. remove any portion of the Property from the Bid Process; and/or
  - c. establish further or other procedures for the Bid Process.

#### **Confidentiality, Stakeholder/Bidder Communication and Access to Information**

- 18. All discussions regarding the Bid Process should be directed through the Monitor and the CRO. Under no circumstances should the management of the OTE Group or any stakeholder

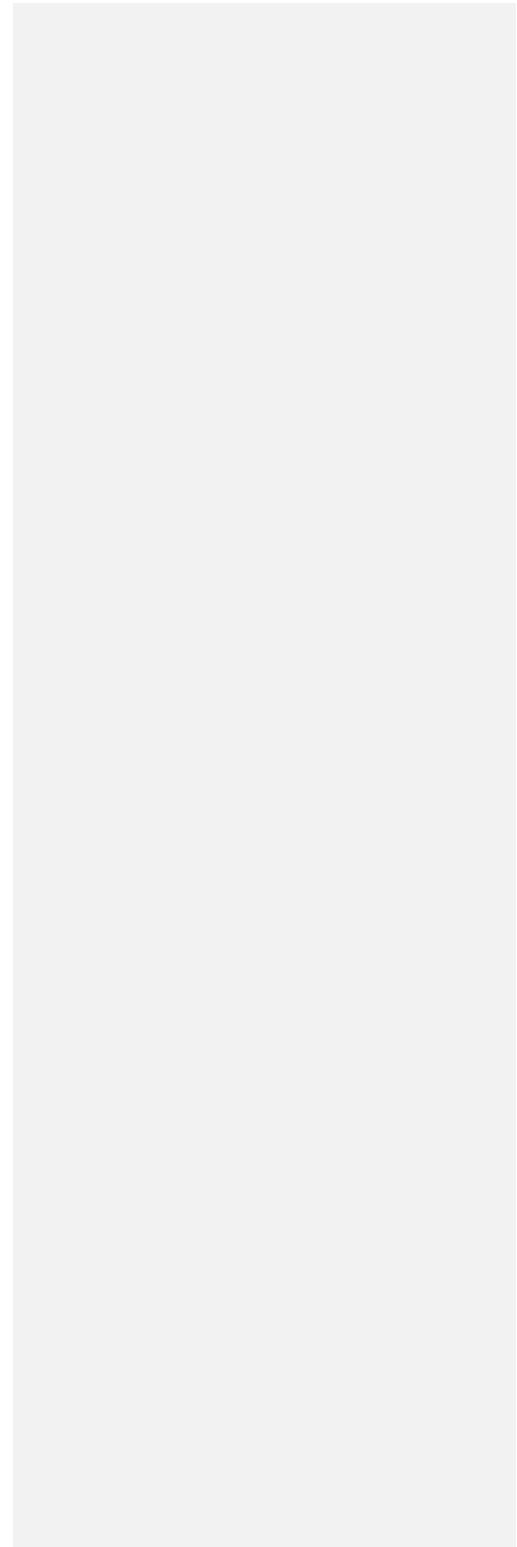
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of the OTE Group



be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the interested party from the Bid Process. For greater certainty, nothing herein shall preclude a stakeholder from participating in or formulating a bid or from contacting potential bidders with the agreement of the Monitor to advise that the OTE Group have commenced a Bid Process and that they should contact the Monitor if they are interested in participating in the Bid Process.

19. If it is determined by the Monitor, in consultation with the ~~OTE Group~~CRO, that it would be worthwhile to facilitate a discussion between one or more Qualified Bidders and a stakeholder or other third party as a consequence of a condition to closing or potential closing condition identified by such Qualified Bidder, the Monitor may provide such Qualified Bidder with the opportunity to meet with the relevant stakeholder or third party to discuss such condition or potential condition, with a view to enabling such bidder to seek to satisfy the condition or assess whether the condition is not required or can be waived. Any such meetings or other form of communication will take place on terms and conditions considered appropriate by the Monitor, in consultation with the ~~OTE Group~~CRO. The Monitor must be provided with the opportunity to be present at all such communications or meetings.

#### **Supervision of the Bid Process**

20. This Bid Process does not and will not be interpreted to create any contractual or other legal relationship between the OTE Group and any Qualified Bidder or any other party, other than as specifically set forth in an NDA or any definitive agreement executed.
21. Participants in the Bid Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Binding Offer, due diligence activities, and any other negotiations or other actions, whether or not they lead to the consummation of a transaction.
22. The Monitor shall have no liability whatsoever to any person or entity, including without limitation any Potential Bidder, Qualified Bidder, or any other creditor or stakeholder, or any Applicant, as a result of implementation or otherwise in connection with this Bid Process, except to the extent that any such liabilities result from the gross negligence or wilful misconduct of the Monitor, as determined by the Court, and all such persons or entities shall have no claim against the Monitor in respect of the Bid Process for any reason whatsoever.

**SCHEDULE "A"****The Monitor:****KPMG Inc.**

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with copies to:

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Attention: Raj Sahni and Thomas Gray

Email: [sahnir@bennettjones.com](mailto:sahnir@bennettjones.com) / [grayt@bennettjones.com](mailto:grayt@bennettjones.com)

ORIGINAL TRADERS ENERGY LTD.  
Applicant

GLENN PAGE et al.  
Respondents

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF ELIZABETH LALONDE  
(AFFIRMED OCTOBER 2, 2023)**

**LENCZNER SLAGHT LLP**

Barristers

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

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

BETWEEN:

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF  
**ORIGINALTRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

**AFFIDAVIT OF BRIAN PAGE**

I, Brian Page, of the city of Winnipeg, in the Province of Manitoba, MAKE OATH  
AND SAY:

1. I am one of three indirect members, the sole manager and the senior vice president of OTE USA LLC, a Michigan limited liability company ("**OTE USA**"). OTE USA was historically a supplier of fuel to OTE Limited Partnership ("**OTE LP**"), and is a creditor in these proceedings. By virtue of my offices with OTE USA and its dealings with OTE LP and my other involvement with OTE LP and persons related to it, as detailed below, I have knowledge of the matters to which I depose herein, except for those matters which are expressly based upon information provided to me by others. Where I refer to such information, I believe it to be true.

2. I am swearing this affidavit in support of a motion for an order directing the Monitor in these proceedings to establish a common data room for use by interested stakeholders

in these proceedings (the “**Data Room**”) and directing the Monitor and OTE LP to populate that data room with information relevant to these proceedings, including, without limitation, the information (the “**Requested Records**”) responding to the document production protocol marked as **Exhibit “A”** to this affidavit (the “**Document Production Protocol**”).

3. At the outset I believe that it is important to understand that these proceedings have their genesis in a dispute between the limited partners of Original Traders Energy LP and OTE Logistics LP (“**Logistics LP**”); in particular, on the one side, Miles Hill (“**Miles**”) and Scott Hill (“**Scott**”, and together with Miles, the “**Hills**”), and, on the other side, my brother, Glenn Page (“**Glenn**”). Through these proceedings, the Hills have advanced a number of very serious claims against Glenn and against me and persons and entities related to us, including claims in respect of OTE USA. I believe that these claims are unfounded, and that, in fact, it may be the Hills who have breached their fiduciary duties by prioritizing their personal agendas over the interests of OTE LP and Logistics LP, and who have, through reckless conduct amounting to gross negligence, and perhaps through wilful misconduct, caused serious damage to those businesses.

4. In summary, over the course of the first half of 2022, the Hills became suspicious that Glenn was taking disproportionate value out of OTE LP. Although Glenn attempted to demonstrate that was not the case, the Hills were not appeased. Moreover, my impression is that the Hills (particularly Miles Hill) felt that even if Glenn’s draw from OTE LP and Logistics LP had not exceeded his proportionate entitlement as a limited partner,



Glenn was making (and stood to make) more money than the Hills believed to be appropriate. To address this, the Hills took steps to cut Glenn out of the business of OTE LP and to cut both Glenn and myself out of the business of Logistics LP.

5. On or about July 29, 2022 (the “**Takeover Date**”), the Hills used their majority interest to assume control of OTE LP and Logistics LP. That was the last day on which I had access to the banking records of Logistics LP. Thereafter:

- (a) It appears that, for reasons I am unable to explain, the Hills may not have operated the business of OTE LP or Logistics LP, or remitted taxes for these businesses, or did so in a way that gave rise to a justification for these proceedings, which have resulted in the needless loss and/or destruction of value to the prejudice of creditors, including OTE USA.
- (b) The focus of the proceedings has been Glenn’s interest in a boat, which, at different times, has variously been described as a yacht, a luxury yacht, and an Italian yacht, and which has been used to colour Glenn’s interest in OTE LP and Logistics LP by suggesting that he was misusing corporate resources. The boat was purchased, however, using the undistributed draws of \*8658 Ontario (defined below), the company through which he and his wife, Mandy Cox (“**Mandy**”), hold an interest in OTE LP. I have reviewed the 2019 and 2020 Financial Statements for OTE LP and combined Net Income totaled \$9,990,567. \*8658’s share would have been over \$3,300,000. I am advised by Glenn that the 2021 financial statements were

in the process of being finalized when he was excluded from the business and have yet to be delivered; however, he expects them to show income in excess of \$14 million, in which case \*8658's share would be approximately \$4.6 million. The approximate purchase price of the boat was only \$3.8 million, of which approximately \$2.6 million was paid in cash out of \*8658's undistributed draws from OTE LP, and \$1.2 million was financed. I am further advised by Glenn that the financed portion has since been paid in full, and that taxes were paid in respect of all of the foregoing distributions. The boat is a luxury item, to be sure, but well within Glenn's means and entitlements relative to his interest in OTE LP and Logistics LP. All of this was explained to the Hills. The use of distributions to pay vendors was normal in the course of business of OTE LP, which included OTE LP paying vendors directly for Scott Hill's house expansion during this period.

6. I am also advised by Glenn that, in 2022, before his exclusion from the business, OTE LP was tracking profits of \$24 million on sales of \$584 million, of which \*8658's share would have been millions of dollars. As explained further below, it appears that, following Glenn's exclusion from the business of OTE LP and Logistics LP, the Hills may have used OTE LP to purchase equipment for use in connection with the manufacture of tobacco products—a business unrelated to OTE LP carried on by the Hills. I am therefore concerned that the Hills are wrongfully using OTE LP, and possibly its resources, to advance their interests in their collateral "grey-market" businesses.

7. Most recently, I have heard that Miles Hill has purported to resign his offices in respect of OTE LP and Logistics LP and their managing partners, and that Scott Hill has been taking steps, contrary to the terms of the Initial Order made in these proceedings, to wind-up the undertakings of OTE LP and Logistics LP, and to transition those undertakings to their competitors.

8. In the circumstances described above, I believe that it is important that OTE LP, Logistics LP, and the Hills make full disclosure to OTE USA and other interested stakeholders, including in respect of the Requested Records, so that a response can be made to their allegations and so that losses can be accounted for. OTE LP and Logistics LP were, until the Takeover Date, profitable businesses. I am unable to understand or provide an explanation for how it came to be that OTE LP and Logistics LP ceased to be profitable after the Takeover Date in the absence of access to the Requested Records.

**A. *Background: People, Organizational Entities, and Operations;***

9. Following is a group of the persons and legal entities who I believe to be most relevant to these proceedings.

**1. The People**

10. I am an individual residing in Winnipeg, Manitoba. I am 62 years old. I have two children, and three grandchildren. I am active in my community and support the local Art Gallery and the Winnipeg Jets Youth Charity.

11. Glenn is my brother. He resides in Waterdown, Ontario. He is 60 years old and is married to Mandy Cox. He has two children and two grandchildren. He has been self

employed for over 25 years working on contract for companies such as Bombardier, Home Depot, and General Electric in senior roles. He has been actively involved in Rotary and its efforts to advance positive change in First Nations communities with his leadership in developing the Rotary HIP program throughout Ontario.

12. Miles is an individual registered as an “Indian” within the meaning of the *Indian Act*, R.S.C., 1985, c. I-5. He is a member of the Six Nations of the Grand River, residing on the Six Nations Reserve in Ontario. Notwithstanding his offices with OTE GP, however, Miles did not participate in running the business of either OTE LP or Logistics LP. His principal contribution to the operations of OTE LP was in providing the “status” necessary for the purpose of effecting OTE LP’s business strategy, as described below. Between 2018 and 2022, I can think of only 3 occasions when I recall seeing him in the office.

13. Scott Hill is Miles Hill’s younger brother. He is also registered as an “Indian” within the meaning of the *Indian Act*, and he is also a member of the Six Nations of the Grand River residing on the Six Nations Reserve in Ontario. An important aspect of Scott’s role with OTE LP was also to provide the necessary status for effecting its business strategy as described below. In addition to that, he was responsible for leading all sales efforts, customer service, invoicing and office administration, including managing the OTE LP’s bookkeeper and office manager, Sandra Smoke. He had no experience running a business, however, and my observations led me to conclude that he lacked the training in management, finance and accounting to do so, and my impression is that Glenn had to cover for these shortcomings. Despite this, however, my impression in the lead-up to

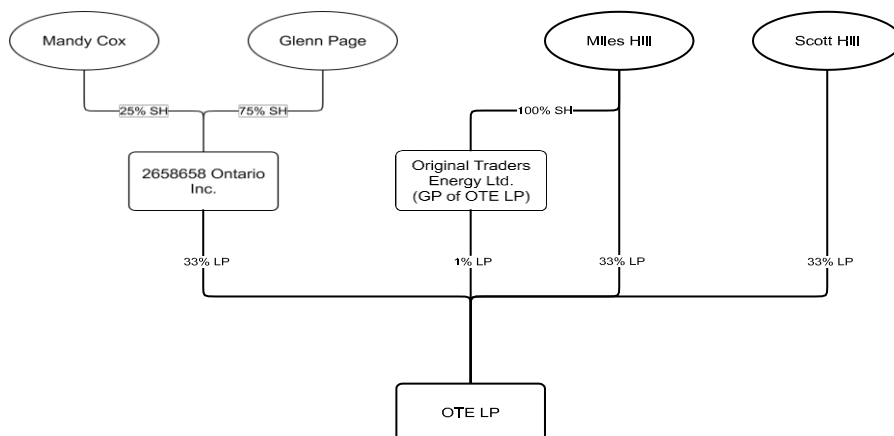
Glenn's exclusion from the business of OTE LP, was that Scott was wanting to assume a greater leadership role.

## 2. Relevant Legal Entities

14. There are four groups of entities which I understand to be relevant to these proceedings: the legal entities comprising OTE LP; the legal entities comprising Logistics LP; the legal entities comprising OTE USA; and, the Gas Station Customers (defined below). Each of these is discussed in turn.

### (a) The OTE LP Entities

15. OTE LP is a limited partnership formed to carry on the business of blending and selling gasoline to independent gas station businesses on First Nations reserves at advantageous prices. My understanding is that, having regard to OTE LP's business strategy, it was critical that Indigenous individuals with status under the *Indian Act* hold a majority interest in OTE LP and its general partner. The basic organizational structure of OTE LP is depicted and described below.

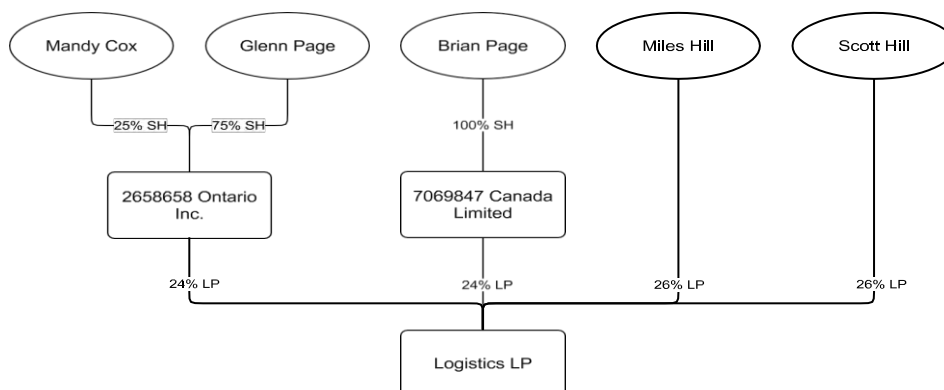


16. The current general partner of OTE LP is Original Traders Energy Ltd. (“**OTE GP**”), one of the two applicants in these proceedings. Currently, Miles is OTE GP’s only shareholder and Miles and Scott are currently its only directors and officers, although Scott held offices with those companies at certain points in time.

17. OTE LP’s Limited Partners are: Miles, personally, as to a 33 % interest; Scott, personally, as to a 33 % interest; 2658658 Ontario Inc. (“**\*8658 Ontario**”), a company majority owned by Glenn, as to a 33 % interest; with the remaining 1% interest owned by the General Partner.

**(b) The OTE Logistics LP Entities**

18. Logistics LP is a limited partnership formed to provide transportation services, including to OTE LP and its customers, in respect of the transportation of fuel. The basic organizational structure of Logistics LP is depicted and described below.

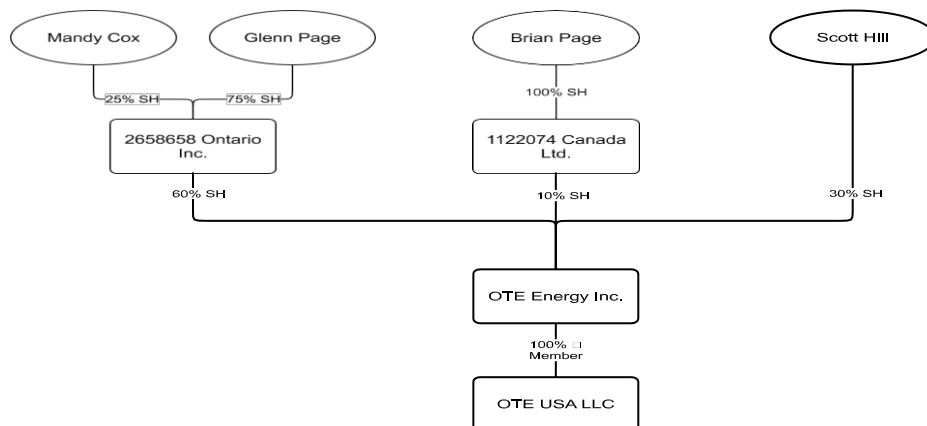


19. Logistics LP's general partner is the second applicant in these proceedings, 2496750 Ontario Inc. ("**Logistics GP**"), and its limited partners are: Miles Hill, as to a 26% interest; Scott Hill as to a 26% interest; \*8658 Ontario as to a 24% interest (prior to 2020 this interest belonged to Glenn Page); and, 7069847 Canada Limited and its successor company 11222074 Canada Limited ("**\*9847 Canada**") as to a 24% interest. I am the sole shareholder and director \*9847 Canada.

20. The shareholders of Logistics GP, in a proportion corresponding to their interest in Logistics LP, are Miles, Scott, Glenn, and \*9847 Canada.

**(c) OTE USA Entities**

21. OTE USA is a limited liability company organized under the laws of Michigan. It maintains its office in East Lansing, Michigan, and was created to serve as a buying and exporting company to lower the overall cost of fuel to OTE LP. The basic organizational structure of OTE USA is depicted and described below.



22. OTE USA's sole member is and always has been OT Energy Inc. ("**OT Energy**"), another company incorporated under the laws of Michigan. I am OTE USA's sole manager.

23. OT Energy's shareholders are and always have been as follows: \*8658 Ontario as to a 60% interest; Scott Hill as to a 30% interest; and, 11222074 Canada Ltd., an CBCA corporation ("**\*2074 Canada**") as to a 10% interest.

24. \*2074 Canada is a CBCA company for which I am the sole shareholder and director.

*(d) The Gas Station Customers*

25. OTE LP has, at various times, supplied a number of retail gas stations located on First Nation reserves across southern Ontario (the "**Gas Station Customers**"). I am advised by Glenn that these included the following entities, among others, all of which are majority owned by First Nations individuals, including, in some instances, Miles and/or Scott.

- (a) Gen 7 Fuel Oneida, in Oneida, Ontario;
- (b) Moravian Auto Repair in Bothwell, Ontario;
- (c) Bear Paw gas Bar in Ohsweken, Ontario, owned by Miles Hill;
- (d) Townline Variety and Gas in Ohsweken, Ontario, owned by Miles Hill;



- (e) Renmar Energy in Ohsweken, Ontario, owned by Scott Hill;
- (f) Wolfe Energy in Wahta, Ontario;
- (g) Moravian Gen 7 Fuel, in Thomasville, Ontario;
- (h) Smokey's Gen 7 Fuel, in Sarnia, Ontario;
- (i) Gen 7 Fuel Walpole, in Wallaceburg, Ontario;
- (j) Gen 7 Fuel Roseneath, in Roseneath, Ontario;
- (k) Gen 7 Fuel Curve Lake, in Curve Lake, Ontario;
- (l) French River Gen 7 Fuel, in Britt, Ontario;
- (m) Gen 7 Fuel Jocko Point, in North Bay, Ontario; and
- (n) Gen 7 Fuel Rankin, in Sault St. Marie, Ontario.

**B. *The Shareholder Dispute***

**1. The Fuel Blending and Distribution Business (OTE LP)**

26. Miles and Glenn were first introduced in 2003 by a mutual acquaintance in the wholesale food and cigarette business. In his affidavit sworn in support of these proceedings, Scott says that Miles hired Glenn in 2004 as a computer-technology consultant to assist him with designing and operating information systems for his businesses. That may be technically true. It is more accurate to say that Glenn was hired as a consultant to provide strategic business advice, including advising Miles with respect

to his jurisdictional dispute with the province over provincial excise tax, and with respect to a \$50 million fine by the federal government for tax evasion.

27. In February of 2016, Miles suggested to Glenn that they create a fuel blending business to import bulk fuel, blend it into specific products, and distribute those products to retail gas station customers. OTE LP was established for this purpose in August of 2017.

28. OTE GP became the general partner of OTE LP when it was formed in August of 2017.

29. Glenn was the senior executive in charge of operating the business of OTE LP. He also became a director and the President of OTE GP and held those offices until June 2022. Scott Hill became a Vice-President and director. As noted above, I am advised by Glenn that Scott was responsible for sales and marketing functions and office management functions.

30. Miles was an owner of OTE GP but without any day-to-day operational responsibility. Glenn was OTE GP's most senior executive and had overall operational control of OTE LP and its business, and Scott had nominal responsibility for the sales and marketing activities of OTE LP. Scott also managed the Administration Office.

31. During the COVID-19 pandemic, however, Scott managed all activities at the Six Nations offices. Glenn was asked by Scott not to attend at the offices on the Six Nations Reserve, because, during the pandemic, the Reserve had been locked down, roads had

been blocked, and non-resident outsiders were strongly discouraged and/or physically prevented from attending, as indicated by the articles marked as **Exhibit “B”** hereto.

32. The ownership structure of OTE LP has evolved since inception and, currently, Miles, Scott, and 8658 Ontario each own a one-third interest. Originally, a company affiliated with Claybar Contracting Inc., a fuel station construction company, was also considered to become a partner, due to its special expertise.

33. In or about January 2018, Miles, Scott and Glenn together decided to further expand the OTE LP business by constructing large fuel blending facilities at First Nation reserves. This would allow OTE LP to have greater fuel volumes available for sale and ready delivery to its customers. Bulk fuel was to be imported from suppliers in the U.S. and transported to those facilities. It would then be blended with the additives required to create the retail fuel products sold to OTE LP's gas station customers.

34. OTE LP's first blending facility was constructed in the Six Nations of the Grand River Territory and began operation in or about the fall of 2018. This was followed by the construction of a second blending facility in the Tyendinaga Mohawk Territory (the Mohawks of the Bay of Quinte reserve), which commenced operation in the summer of 2020. OTE LP constructed a third facility on Atikameksheng Anishnawbek Territory, which opened in late 2021. A fourth facility is under construction on Couchiching First Nation Territory.

## 2. The Transportation and Logistics Business (Logistics LP)

35. In or about early 2018, Glenn and I had the idea to establish a transportation and logistics business which could support and complement the fuel distribution business of OTE LP, while also generating additional revenue by providing services to third parties. I suggested this idea to Glenn. He thought that it was a good one, and he introduced me to Miles and Scott, who were also supportive.

36. On or about April 24, 2018, a new limited partnership, Gen 7 Fuel Management Services LP was established to, among other things, provide transportation and logistics services that would complement OTE LP's fuel distribution business. Gen 7 Fuel Management Services LP has undergone several name changes since its inception and eventually it became Logistics LP (i.e., as of January 20, 2022). Logistics LP's role is to operate the rail cars, tankers and vehicles used to transport bulk fuel and distribute fuel to customers.

37. The ownership structure of Logistics LP has evolved since inception. It came to be 26% each for Miles and Scott, and 24% each for Glenn and me.

38. 2496750 Ontario Inc. is the general partner of Logistics LP. Miles was nominally the sole officer and director of 2496750 Ontario Inc., but as with OTE LP, his interest was passive; he did not actually exercise any authority. Glenn was OTE Logistics' most senior executive and exercised operational control of Logistics LP and its business. My title was that of "Vice-President". In practice, I ran Logistics LP's day to day operations and managed its finances. I also secured capital funding for the purchase of assets to be used

in the business, and Glenn assisted with banking and contracting. In particular, Glenn made arrangements with bulk fuel suppliers in Michigan and Ohio, Marathon Petroleum and Greenergy, for the purchase by OTE LP and the export of bulk fuel by rail cars and trucks to its blending facilities.

39. Between 2018 and 2022, Glenn, with my assistance, oversaw the creation of OTE LP's and Logistics LP's fleet of rail cars, tanker trailers and vehicles required for its operations (I specifically recall that Glenn and I discussed transitioning the supply chain for OTE LP to a system that included both highway (truck) and rail alternatives in 2020).

### **3. The Retail Fuel Supply Business (the Gen 7 Station Entities)**

40. During the period from June of 2019 to July of 2022, Glenn worked with First Nations members who wanted to own gas stations to help them obtain capital and partners to build and operate independent gas stations under a unified banner called "Gen7 Fuel". These partnerships are majority owned by First Nations individuals in the communities in which they are located.

### **4. The US Supply Business (OTE USA)**

41. I am informed by Glenn that on or before December 20, 2020, he informed Miles and Scott that a U.S. based fuel buying and exporting company should be established to reduce the overall cost of fuel supply to OTE LP, including through the avoidance of certain tax liabilities. Following that conversation, OTE USA was created.

42. OTE USA received its U.S. Federal Export License on or about April 7, 2022. Thereafter, OTE USA, as seller, and OTE LP, as buyer, entered into a commercial

agreement for the sale and purchase of fuel (the "**Supply Agreement**"). A true copy of the executed Supply Agreement is marked as **Exhibit "C"** to this affidavit.

43. The Supply Agreement contemplates the long-term and guaranteed supply of fuel to OTE LP in accordance with its terms, and, in accordance therewith, OTE USA supplied fuel to OTE LP until sometime in September 2022, at which time supply was terminated by OTE USA for material non-compliance with the terms of the Supply Agreement by OTE LP, as explained further below.

#### **5. The Success of OTE LP and Logistics LP**

44. Following its formation in or about August, 2017, and under Glenn's direction, OTE LP became very successful; more successful, I believe, than anyone, including Miles, had expected. Its sales, profits and payments made on account of each of its current limited partners in the 2019, 2020 and 2021 are summarized below. The amounts shown for 2019 and 2020 are confirmed by reference to the financial statements prepared for each of those years on a Notice to Reader basis, which are marked as **Exhibits "D" and "E"** to this affidavit. My expectation is that OTE LP's 2021 and 2022 Financial Statements would have been finalized by now. However, given all that has transpired it is possible that Scott Hill and those under his supervision simply stopped preparing financial statements and ignored the need to file required financial documents and reports. If these reports do exist they have not been shared with me, or, Glenn tells me, with him. Given this situation, the 2021 numbers, below, are only estimates.

<b>Year</b>	<b>Sales</b>	<b>Profit</b>
2019	\$89,873,689	\$3,631,759
2020	\$94,144,524	\$6,358,808
2021*	585,000,000	12,000,000
2022	Unknown	Unknown
*an approximation based on available information.		

<b>Year</b>	<b>Payments on account of Miles Hill</b>	<b>Payments on account of Scott Hill</b>	<b>Payments on account of *8658 Ontario</b>
2019	\$1,209,376	\$1,209,376	\$1,209,376
2020	\$1,845,000	\$1,793,812	\$1,650,642
2021*	\$1,845,000	\$1,845,000	\$1,341,215
2022	Unknown	Unknown	Unknown

45. Logistics LP has also been very profitable. When Glenn and I were shut out of Logistics LP in 2021, it had profits of approximately \$2,000,452.24. We have not received any share of those profits, or any financial accounting following our exclusion.

46. While the Hills always took their full draw out of both OTE LP and Logistics LP, other partners, including Glenn and I, left money in the companies.

## **6. The Falling Out Between Glenn and Miles**

47. Things started to go badly in or about June 2022. Around that time, Miles Hill asked me to meet with him at his farm, which I did. He had a number of questions for me regarding Glenn's lifestyle and how he was able to finance it. I was left with the impression that Miles had been speaking to his brother, Scott, who had been bad-mouthing Glenn.

48. Miles' questions were particularly focussed on a boat that Glenn had bought, and a wedding that he was planning in Italy. In June 2018, Glenn had met Mandy Cox. Eventually, Glenn and Mandy struck up a relationship. In or about July 2020, as the Covid pandemic set in and others were motivated to purchase multi-million-dollar vacation properties in the Muskokas and elsewhere, Glenn decided to buy a \$3.8 million boat—a yacht—for he and Mandy to enjoy and travel in. Later in 2020, Glenn and Mandy became engaged to be married, and they started planning a wedding in Italy. The boat was delivered in 2021. Miles was troubled by all of this. He especially wanted to know where Glenn was getting the money to pay for what he perceived to be a lavish lifestyle. I was left with the impression that Miles believed that Glenn was stealing from OTE LP.



49. I told Miles that my understanding was that Glenn had left a lot of his draw in OTE LP, and that he had used those funds to pay for the boat. In the ensuing weeks, Glenn and others tried to demonstrate to Miles that this was the case. Miles was not persuaded, and my impression is that he was not open to being persuaded; rather he had come around to the view that, one way or another, Glenn was taking more out of the business than Miles had ever intended or that he thought Glenn was worth, given it's status as a "native business".

50. In addition, at some point Glenn expressed an intention to become less active in the day-to-day management of the business. That became a point of contention between Miles and Glenn, and I expect that it also coloured Miles' assessment of Glenn's entitlements, even though, legally, Glenn's limited partnership interests were independent of his compensation for the management and oversight services that he provided.

51. On or about July 29, 2022, the Hills used their controlling positions in respect of OTE LP and Logistics LP to terminate Glenn's involvement and my involvement with those entities. Relations only became more acrimonious after this time, as Miles and/or Scott started to advance a number of allegations as part of a strategy, I believe, to cut Glenn (and me) out of the business of OTE LP and Logistics LP.

52. OTE LP and Logistics LP continued to supply and deliver fuel to the GEN7 Gas Stations through July and August of 2022, but, on or about August 30, 2022, OTE LP and Logistics LP abruptly halted deliveries without notice, leaving the GEN7 Gas Stations

**Agreement**”), and by a related consent resolution on behalf of OT energy, also executed by Scott Hill, accepting the aforementioned stock subscriptions (the “**OT Energy Consent Resolution**”). Copies of the Scott Hill Subscription Agreement and the OT Energy Consent Resolution are marked as **Exhibit “I”** to this affidavit.

57. Moreover, as I note above, OTE USA was incorporated to reduce the overall cost of fuel to OTE LP, and material tax advantages would also be available if ownership of OTE USA was appropriately structured. My understanding is that structuring OTE USA as a wholly owned subsidiary of OTE LP would have prevented the realization of those advantages. I am advised by Glenn that he explained as much to Miles and Scott when he first introduced the structure to Miles and Scott in December 2020, and they were given the opportunity to subscribe for shares of OT Energy personally. Scott chose to do so, and Miles did not because he had an outstanding \$50 million obligation to CRA in respect of a fine for unremitted Excise Tax. Having regard to interjurisdictional tax agreements, Miles was concerned that CRA and/or the IRS would be able to seize amounts payable to him by OT Energy. This is corroborated by the email exchange marked as **Exhibit “J”** to this affidavit.

**C. Wrongful conduct by the Hills:**

58. With Glenn and I out of the picture, Scott Hill took over the business of OTE LP and Logistics LP. This has proven to be problematic for at least three reasons.

- (a) First, it appears to me that Scott lacked the knowledge and/or skills needed to operate OTE LP, as demonstrated by the engagement of KPMG and the

commencement of these proceedings within only a few months of his taking over, notwithstanding that OTE LP's business had been profitable. Much is made in the application materials in these proceedings regarding tax arrears in respect of OTE LP; however, as explained below, it seems to me that additional arrears arose while the business was being run by Scott. Furthermore, Glenn and I are intimately familiar with the amounts that were due to be paid to OTE LP by the US tax authorities to offset the amounts owed to Canadian Tax Authorities, and the efforts made to collect those amounts. It is my understanding that these amounts owed by the US tax authorities and owing to the Canadian tax authorities were not materially different and that their timely collection would have allowed OTE LP to continue.

- (b) Second, it appears that, following Glenn's exclusion from the business of OTE LP, the Hills have started using OTE LP to illegally import equipment in furtherance of their grey-market tobacco business, thereby wrongfully exposing OTE LP to the risk of liability, and, perhaps, misusing OTE LP resources.
- (c) Third, it has been suggested to me that Miles Hill has now resigned his offices in respect of OTE LP and Logistics LP and their managing partners, and that Scott Hill, notwithstanding the terms of the Initial Order, has been

taking steps to transition the undertakings of those limited partnerships to their competitors, to the prejudice of their creditors and limited partners.

#### **1. Tax Remittance Obligations**

59. OTE LP had various tax remittance obligations, including obligations to Ontario's Ministry of Finance pursuant to the *Gasoline Tax Act* and the *Fuel Tax Act*, customs duties pursuant to the *Excise Tax Act* in respect of imports of fuel, and a federal carbon tax.

60. I am advised by Glenn that, at Scott's request, he did not attend the office on the reserve during the Covid pandemic, and that, due to errors made by the book-keeper (who was notionally working under Scott's supervision) in the face of short-staffing at that time, OTE LP had fallen behind on its reporting and remittances to the Ontario Ministry of Finance. Upon his being apprised of this error, Glenn prioritized bringing OTE LP's filings and remittances up to date.

61. In the Fall of 2021 Glenn approached me to assist with overseeing the submission and subsequent collection of tax refunds owed from the US IRS and the State of Michigan on behalf of OTE LP. At the time I recall there was approximately \$90 million US owed to OTE LP. Glenn explained to me that he had been in discussions with Canadian and provincial taxation authorities, and that they were aware of the funds owed to OTE LP. At that time it was my understanding that the refund amounts exceeded the tax liability in Canada.

62. By July 2022, when Glenn's offices at OTE LP were terminated by the Hills, considerable progress had been made in bringing the tax arrears current. At that time,

remittances had been made current to February 2022, based on data provided by OTE GP accounting staff, under Scott's direction.

63. The tax arrears referenced at paragraphs 64 to 66 of Scott Hill's affidavit dated January 27, 2023, sworn in support of these proceedings, appear to form the basis for OTE LP's alleged insolvency. I am advised by Glenn that, based on the accounting information historically available to him, it appears that these tax arrears arose in the fall of 2022, while OTE LP's business was operating subject to Scott's supervision and control, and yet Scott offers no explanation for how those arrears came about. I am unable to understand how these arrears arose.

64. Moreover, any taxes due to the Ministry of Finance should be offset by the funds that were due from the IRS and the State of Michigan in respect of excise tax rebate on the US side. Indeed, funds were received from the IRS and the State of Michigan in respect of the period ending December 2021, but there is no mention of this in Scott's affidavit. This should have continued, but it appears that OTE LP may have stopped filing returns sometime after Glenn was excluded from the business. This could be an instance of gross mismanagement.

## **2. Wrongful Use of OTE LP**

65. I am advised by Glenn that in September 2022, he received a call from a Canada Border Services officer regarding the illegal importation by OTE LP of machinery used in the production of tobacco products; the call came to Glenn because he was shown in Canada Border Services' records as the contact for OTE LP. I am further advised by

Glenn that the officer cautioned him that there are charges and fines that can be levied for illegal importation. Glenn tells me that he explained to the officer that his involvement with OTE LP had ended in June, and he directed the officer to Scott Hill.

66. The Hills have independent businesses involved in the manufacture of tobacco products on reserve, and so this misconduct gives rise to a number of questions and concerns. How did OTE LP come to be involved in the illegal importation of machinery for the manufacture of tobacco products? Have Miles or Scott been using OTE LP's funds to finance their other businesses? Have funds been wrongfully depleted through the levy of fines or the inflation of outstanding claims?

### 3. Alienation of the Undertakings of OTE LP and Logistics LP

67. Most recently, I have heard from customers of OTE LP and Logistics LP that they have been told by representatives of OTE LP and Logistics LP that, effective September 15, 2023, the undertakings of OTE LP and Logistics LP would be transitioned to their competitors. More specifically:

- (a) all of Logistics LP's truck drivers had received lay-off notices and had been offered jobs with Joseph Haulage Capital Corporation ("**JHCC**"); and,
- (b) all of OTE LP's personnel were going to be laid off effective September 15, 2023, and arrangements had been made to transition the fuel supply business to Parkland Corporation ("**Parkland**").

68. Counsel to OTE USA wrote to counsel to the Monitor on or about September 1, 2023, to notify them of these events. The Monitor's counsel responded on or about September 8, 2023, advising that the Monitor was not aware of any efforts to transition the business of OTE LP or Logistics LP, and that the Monitor had spoken to Scott Hill to ensure that he was aware of his obligations pursuant to the Initial Order. A copy of this exchange of correspondence is marked as **Exhibit "K"** to this affidavit.

69. Counsel to OTE USA also wrote to representatives of Parkland and JHCC to express its concerns. Copies of this correspondence are marked as **Exhibits "L"** and **"M"** to this affidavit, respectively. As this time, OTE USA has received a response only from Parkland's counsel, advising that OTE USA has been misinformed in respect of Parkland's dealings with Scott Hill. A copy of the correspondence received from Parkland's counsel is marked as **Exhibit "N"** to this affidavit.

70. I am informed by Glenn that based upon a drive-by investigation, it appeared that valuable equipment of Logistics LP that I would expect to be visibly stored on the premises of Logistics LP is not present at that location. OTE USA has been unable to locate the equipment at the premises of JHCC, Scott Hill or Miles Hill through a further drive-by investigation. We do not know where this equipment is located, and we are concerned that it may have been sold or transferred to another party, further prejudicing the position of OTE USA and other creditors.

**D. The CCAA Proceedings;**

71. These proceedings were commenced on January 27, 2023, on the basis of an affidavit sworn by Scott which speaks to the insolvency of the Applicants. However, as explained above, it appears to me (and to OTE USA) that:

- (a) Logistics LP was never insolvent and that, regardless of whether it is or continues to be wrapped up in these proceedings for logistical reasons, its assets (and shareholder equity) should not be eroded by these proceedings;
- (b) OTE LP's business was very profitable prior to Scott Hill taking over day to day management in July 2022, and it should have continued to be profitable;
- (c) OTE LP's business remains fundamentally sound, and, with competent management, it should be capable of paying its creditors, including OTE USA;
- (d) If losses are sustained by creditors, then Scott (and perhaps Miles), should be held to account for those losses, including, among other things, and if appropriate, for any negligence, gross negligence or oppressive behaviour, or wilful misconduct in respect of the operation of OTE's business after the Takeover Date, including in respect of these proceedings;



***E. Independent assessment of Company claims against the Hills and Necessary Information***

72. Inasmuch as the Hills cannot be relied upon to investigate themselves, OTE USA is asking that it be granted access to the records and information of OTE LP and Logistics LP (i.e. the **Requested Records**) for the purpose of being able to assess the Hills' conduct and, if warranted, to seek permission to advance claims against them (or related or affiliated parties) on a derivative basis.

73. I believe that it only makes sense for OTE USA to assume this role because (a) as OTE USA's sole manager, I have knowledge of the business of OTE LP and Logistics LP and related events; (b) substantially the same information is relevant to the defence, by Glenn, myself and OTE USA, of the claims brought by OTE LP and Logistics LP, including, without limitation, the claims made in the Ontario Action and the counter-claims and/or cross-claims and third-party claims that will be brought therein; and (c) allowing a third party (such as the Monitor and its counsel) to take the lead in respect of this litigation will serve to dramatically increase costs and erode recoveries for creditors, including OTE USA.

74. A description of the Requested Records that I believe are needed, at this time, for the purpose of these proceedings (including responding to the allegations leveled in the Ontario Action, investigating the claims against the Hills, and formulating an overall restructuring proposal that will maximize returns to creditors, including OTE USA) is found in the Document Production Protocol, which is marked as **Exhibit "A"** to this affidavit.

75. The Document Production Protocol includes a non-exhaustive list of email addresses which I know to have sent or received email correspondence relevant to these proceedings, as described above. In particular, I note that Miles Hill regularly used his personal Gmail address: [Miles77x@gmail.com](mailto:Miles77x@gmail.com), in order to send and receive correspondence related to the business of OTE LP and Logistics LP. I have attached examples of such correspondence as **Exhibit "O"** to this affidavit.

76. I note as well that the proposed custodians whose email addresses and devices should be searched include Sandra Smoke, Gary Loft, and Austin Hill. Their roles with OTE LP and Logistics LP are described below. By virtue of their positions, all of these individuals would have been privy to discussions and decisions pertaining to the governance, operations, finances and tax remittances of those entities.

- (a) Sandra Smoke was the former bookkeeper for OTE LP, and as such she was privy to many discussions and decisions pertaining to the accounts of OTE LP and tax filings.
- (b) Gary Loft was the National Director of Operations for OTE LP and, for a short period around the time of Glenn's removal and subsequent resignation, he was the President of OTE LP. He dealt with OTE USA by directing the buying of fuel products under the terms of the Supply Agreement.
- (c) Austin Hill is Scott's son and in the absence of both Glenn and I, ran the Logistics business. He interacted frequently with OTE USA personnel.

**F. Conclusion**

77. I am very concerned that these proceedings are part of an opportunistic strategy by the Hills to seize the value of the businesses of OTE LP and Logistics LP for their own benefit, without having to fully account for the interests of creditors, including OTE USA, limited partners and other stakeholders. OTE USA is asking that full documentary disclosure be made, so that a fully documented response can be made to the allegations advanced by Scott in support of these proceedings, and an accounting can be taken of what transpired after Glenn and I were excluded from those businesses, and steps can be taken to ensure that creditors recover full value in respect of the debts owing to them.

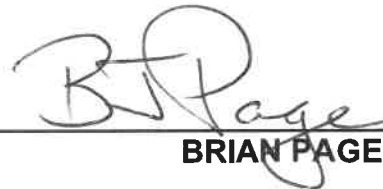
**AFFIRMED** remotely by Brian Page at the Town of Fort Frances in the Province of Ontario before me at the City of Toronto, in the Province of Ontario, on this 22<sup>nd</sup> day of September, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely




---

Commissioner for Taking Affidavits

**JOSEPH BERGER (LSO #: 70822S)**




---

**BRIAN PAGE**

This is **Exhibit "A"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023

A handwritten signature in black ink, appearing to read "A. Blum".

---

A Commissioner for Taking Affidavits

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

BETWEEN:

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF  
**ORIGINALTRADERS ENERGY LTD. and 2496750 ONTARIO INC.**

Applicants

**DOCUMENT PRODUCTION PROTOCOL**

**Interpretation**

1. For the purposes of this Document Production Protocol, the following definitions shall apply:

“**Claims**” means:

1. The action commenced in the Ontario Superior Court of Justice between Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, Scott Hill, Donald Herbert Miles Hill (Plaintiffs) and Glenn Page, Mandy Cox, Brian Page, Kellie Hodgins, 2658658 Ontario Inc. c.o.b.a. GPMC Holdings, 2745384 Ontario Inc. c.o.b.a. GPMC Management Services and Picassofish Creative Design, Gen 7 Brands International Inc., Alderville Gas Ltd., 2700287 Ontario Inc., OTE USA LLC, OT Energy Inc., John Doe G7 Southwold, John Doe G7 Moravian, John Doe G7 Sarnia, John Doe G7 Walpole, John Doe G7 Roseneath, John Doe G7 Curve Lake, John Doe G7 French River, John Doe G7 North Bay, John Doe G7 Sault, 7069847 Canada Limited, 11222074 Canada Ltd., Consolidated Logistics Inc. (Defendants) (Court File No. CV-22-00688572-0000); and
2. The action commenced in the United States District Court Eastern District of Michigan between OTE USA LLC (Plaintiff) and Original Traders Energy LP (Defendant) (Court File No. 2:23-cv-10152-GCS-DRG);

3. The potential claims referenced in the affidavit of Brian Page sworn September 15, 2023, and specifically and without limitation, a failure of OTE LP and/or Logistics LP to remit taxes, the failure of OTE LP and/or Logistics LP to carry on business, and any transactions carried out by OTE LP and/or Logistics LP outside of the ordinary course of business, including, without limitation, the purchase of tobacco manufacturing equipment on or after July 29, 2022, and the transfer or transition of all or part of the property, assets and undertakings of OTE LP and Logistics LP to third parties.

“**Court**” means the Ontario Superior Court of Justice (Commercial List) as the court exercising supervisory jurisdiction over these proceedings.

“**Custodians**” means Scott Hill, Donald Herbert Miles Hill, Sandra Smoke, Gary Loft, and Austin Hill, all other officers and directors of the Relevant Entities.

“**Gen7 Parties**” means Glenn Page, Mandy Cox, Brian Page, Kellie Hodgins, 2658658 Ontario Inc. c.o.b.a. GPMC Holdings, 2745384 Ontario Inc. c.o.b.a. GPMC Management Services and Picassofish Creative Design, Gen 7 Brands International Inc., Alderville Gas Ltd., 2700287 Ontario Inc., Oneida Gen 7 LP (Southwold), Sarnia Gen7 LP, Walpole Gen7 LP, Roseneath Gen 7 LP, Curve Lake Gen 7 LP, French River Gen 7 LP, Jocko Point Gen7 LP, Rankin Gen 7 LP (Sault).

“**Document**” has the same meaning as in Rule 30.01(1)(a) of the Rules and, without limiting the foregoing, includes any recorded information in either hard copy or electronic format such as sound and audio recordings, email, text messages, photos, handwritten notes, spreadsheets and data housed in accounting applications and databases.

“**Hill Party**” means Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, 2496750 Ontario Inc., Scott Hill, Donald Herbert Miles Hill.

“**Inadvertently Produced Document**” means a Document produced by a party that, in whole or in part, is protected by any type of legal privilege.

“**Keywords**” means any of the words listed in Appendix “A” hereto.

“**Monitor**” means KPMG Inc. in its capacity as court appointed monitor in these proceedings, and any successor or substitute appointee.

“**OTE USA Parties**” means OTE USA LLC, OT Energy Inc., Glenn Page and Brian Page.

“**Page Party**” means the Gen7 Parties and the OTE USA Parties.

“**Party**” means any of Hill Parties, the Page Parties, and the Monitor and “**Parties**” means any and all of them.

“**Relevant Entities**” means Original Traders Energy LP, OTE Logistics LP, and their respective general partners.

“**Relevant Period**” is the period of January 1, 2019 to present.

2. This Document Production Protocol shall bind the Parties.
3. This Document Production Protocol may be varied by agreement of all the Parties or by the Court, on motion of any Party.
4. This Document Production Protocol sets out the Parties’ obligations with respect to documentary production and, to the extent applicable, is intended to serve as the Parties’ Discovery Plan for the purpose of compliance with Rule 29.1 of the *Rules of Civil Procedure* (the “Rules”).
5. Except to the extent contested and finally adjudicated, nothing in this Document Production Protocol derogates from the legal rights of the Parties with respect to documentary discovery, the right to move before the Court to enforce those rights, or the right to resist such a motion.

#### **Document Preservation**

6. Each Party shall take reasonable steps to preserve all Documents relevant to the Claims (including electronically stored information) that are in the Party’s possession, control, or power. This obligation includes taking reasonable steps to:
  - (a) ensure that relevant documents (including electronically stored information) are not destroyed, lost, or relinquished to others, either intentionally or inadvertently, such as through the implementation of an ordinary course document retention/destruction policy;
  - (b) ensure that relevant documents are not modified, including any relevant documents that are used on an ongoing basis in the operation of business; and
  - (c) ensure that relevant documents remain accessible.

#### **Intended Scope of Document Discovery**

7. The Parties shall disclose, through a common data room maintained by the Monitor and subject to the Implied Undertaking Rule, all documents in their possession, power or control of which they have actual knowledge that are relevant to:
  - (i) the matters at issue in the Claims;
  - (ii) the resolution of the Claims or the compromise or restructuring thereof as part of these ongoing *Companies Creditors Arrangement Act* proceedings

involving Original Traders Energy Ltd. (Court File No. CV-23-00693758-00CL).

8. Without limiting the generality of the foregoing, and without waiving their rights to contest the relevance or admissibility of any individual documents or categories of documents, the Parties shall, subject to agreement or an order of the court requiring something further, be presumed to have satisfied their obligation pursuant to paragraph 7, above, if they search for and disclose documents as follows:
- (a) the Page Parties shall search for and disclose documents in response to any outstanding orders and document requests by the Monitor.
  - (b) The Hill Parties shall search for and disclose the following documents:
    - (i) all banking, accounting and bookkeeping Documents, including, for the avoidance of doubt, all purchase orders, sales documents, and tax documents from the Relevant Period related to the Relevant Entities;
    - (ii) corporate minute books and equivalent for the Relevant Entities in the Relevant Period;
    - (iii) monthly income statements for the Relevant Entities in the Relevant Period;
    - (iv) monthly balance sheets for the Relevant Entities in the Relevant Period;
    - (v) copies of all tax filings for the Relevant Entities in the Relevant Period;
    - (vi) copies of all tax applications and tax refunds for the Relevant Entities in the relevant Period including, but not limited to applications and refunds under the *Gasoline Tax Act*, the *Fuel Tax Act*, custom duties pursuant to the *Excise Tax Act*, and federal carbon tax(es), and applications and refunds to or from the state of Michigan and/or the Internal Revenue Service of the United States, and ;
    - (vii) Year End Financial Statement for the Relevant Entities in the Relevant Period;
    - (viii) all relevant correspondence or other relevant communications held by the Custodians in respect of the business of the Relevant Entities in the Relevant Period, including relevant correspondence in respect of any email accounts, containing any of the Keywords, including but not limited to relevant correspondence as contained in the following email accounts:



<b>CUSTODIAN</b>	<b>EMAIL</b>
Miles Hill	<a href="mailto:miles77x@gmail.com">miles77x@gmail.com</a>
Scott Hill	<a href="mailto:scott.hill@originaltradersenergy.com">scott.hill@originaltradersenergy.com</a>
Sandra Smoke	<a href="mailto:sandra.smoke@originaltradersenergy.com">sandra.smoke@originaltradersenergy.com</a>
Gary Loft	<a href="mailto:gary.loft@originaltradersenergy.com">gary.loft@originaltradersenergy.com</a>
Austin Hill	<a href="mailto:austin.hill@originaltradersenergy.com">austin.hill@originaltradersenergy.com</a>
Mandy Cox	<a href="mailto:mandy.cox@originaltradersenergy.com">mandy.cox@originaltradersenergy.com</a>
Kellie Hodgins	<a href="mailto:kellie@hodgins@originaltradersenergy.com">kellie@hodgins@originaltradersenergy.com</a>
Brian Page	<a href="mailto:brian.page@otelogistics.ca">brian.page@otelogistics.ca</a>
Brian Page	<a href="mailto:brian.page@originaltradersenergy.com">brian.page@originaltradersenergy.com</a>
Glenn Page	<a href="mailto:glenn.page@originaltradersenergy.com">glenn.page@originaltradersenergy.com</a>

- (c) the Monitor shall disclose the claims register in respect of these ongoing *Companies Creditors Arrangement Act* proceedings involving Original Traders Energy Ltd. (Court File No. CV-23-00693758-00CL) and all related proof of claim forms delivered as part of these ongoing proceedings.

### **Production Format**

9. The Parties will make disclosure of producible documents electronically in load file format. The specifications for formatting are set out in the Exchange Protocol at **Appendix “B”**.

### **Deadline for Production**

10. The Parties shall produce all relevant documents in their power, possession or control, in accordance with the terms of this Protocol, by November 30, 2023, or such later date as the parties may agree or as the court may direct.

### **Inadvertently Produced Document**

11. In the event a Party discloses an Inadvertently Produced Document, they shall immediately notify the receiving Party of such disclosure forthwith by providing the production number of the Inadvertently Produced Document and a description of why the document is subject to privilege.
12. Upon receiving notice that they have received disclosure of an Inadvertently Produced Document the receiving Party shall:

- (a) immediately refrain from reading, reviewing or using, in any way, the Inadvertently Produced Document and the information contained therein;
  - (b) destroy all copies of the Inadvertently Produced Document including any hard copy versions as well as delete the native file, coded information or metadata, associated images and any OCR or extracted texts files, as the case maybe, associated with the Inadvertently Produced Document;
  - (c) return the original media on which the Inadvertently Produced Document was produced to the producing party if requested; and
  - (d) provide written confirmation of the above steps to the producing Party.
13. To the extent a Party detects an Inadvertently Produced Document in the productions of the other Party that Party will notify the producing Party promptly and engaged in the steps set out in paragraph 13.
14. For greater clarity, the Parties shall follow the steps set out in in this section regardless of whether they agree that the Inadvertently Produced Document is actually subject to privilege. Such assessment can only be made based on the description provided by the producing Party as described in paragraph 12.
15. If there is a disagreement between the Parties as to whether an Inadvertently Produced Document is protected by privilege the Parties shall resolve the issue on motion brought before the Court.

**Appendix “A”  
Key Words**

**[DRAFT: SUBJECT TO ONGOING CONSIDERATION, REVIEW AND DISCUSSION]**

**Tax**

**Excise**

**Duty**

**Duties**

**“Canada Revenue Agency”**

**CRA**

**“Ministry of Finance”**

**MOF**

**“Internal Revenue Service”**

**“IRS”**

**Gen7**

**“Gen 7”**

**“OTE USA”**

**Yacht**

**Boat**

**Italy**

**Cigarette**

**Tobacco**

**Customs**

**Border**

**Parkland**

**Joseph**

**Haulage**

**Audit**

**Review**

**Engagement**

**Pettinelli**

**Mastroluisi**

**MNP**

**KPMG**

**Such further and other keywords as the Parties may agree or the Court may order**

**Appendix “B”****Document Exchange Protocol**

1. The Parties shall exchange electronically stored documents, communications or data in native format, where readily available.
2. For any redacted documents, the Parties will exchange extracted text or OCR with redactions for privilege burned in as necessary.
3. The Parties agree the Eastern Time Zone will be used in document processing.
4. The Parties will scan hardcopy documents and produce these.

This is **Exhibit "B"** referred to in  
the Affidavit of Brian Page  
sworn this 22<sup>nd</sup> day of September, 2023



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A Commissioner for Taking Affidavits



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## A 2020 review: Six Nations response to the COVID-19 pandemic

Local News

The Staff • December 30, 2020 • Views 347 • Comments off

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SIX NATIONS — This has definitely been a year for the history books. TRT is taking a look back at 2020 and how the Six Nations of the Grand River community has responded to the COVID-19 pandemic.

March 13, 2020 – Six Nations of the Grand River Elected Council declares a state of emergency in the community as Covid-19 fears began to take on a serious tone in the province and across the country. The World Health Organization had just declared the virus a pandemic two days earlier, on March 10, 2020. All Six Nations schools and facilities are ordered closed. At the time, the closure was only to last until April 6. Schools remain closed to this day. There were no confirmed cases on Six Nations at the time but one possible exposure of an employee at Kawenni:io-Gaweni:yo private school.

March 24, 2020 – Six Nations Fire Services announces negative Covid tests for 12 firefighters after an exposure scare for one member of the fire service. Meanwhile, Six Nations began preparing its pandemic response by converting the community centre into a Covid-19 testing and treatment facility. The community remained in a tight lockdown, with many businesses, schools and all but essential services remained shut. Six Nations of the Grand River Elected Council had stopped meeting in person.

March 28, 2020 – Community members took action to block off all entrances to the reserve, ahead of SNGR Council's schedule of March 31, to stop the spread of Covid-19 in the community. Travel was restricted to Six Nations members and essential



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Six Nations of the Grand River Co

Email: [info@tworowtimes.com](mailto:info@tworowtimes.com)

Main office: (519) 900-5535

Editorial: (519) 900-6241

Advertising: (519) 900-6373

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### News Coverage



**Overdose Awareness Day at Veterans' recovery is positive**  
September 6, 2020



**Chiefs of Ontario demand return removed green**  
September 6, 2020



**APTN calls for board member**  
September 6, 2020

workers only. Checkpoints manned by Six Nations people were set up at reserve entrances to monitor travellers in and out of the community and an informal paper pass system was instituted to identify community members and essential workers. The community action came after throngs of visitors flooded the reserve that weekend seeking to stock up on discount cigarettes before the planned March 31 shutdown. There are still zero confirmed cases of Covid-19 on Six Nations.

April 8, 2020 – Six Nations is reporting nine positive cases of Covid-19 on the reserve. Demographic information, such as age and gender, is withheld by Six Nations Health Services. Across Canada, there are 17,049 confirmed cases, 345 deaths and 3212 cases considered “resolved.” Norfolk and Haldimand County prohibit anyone from using any outdoor space. The entire economy on Six Nations has ground to a halt and checkpoints set up the previous week at reserve entrances are manned by paid security personnel. Masks have not yet become a way of life but people are starting to sew their own. The only businesses open are off-reserve supermarkets and local convenience stores. Six Nations Public Works announces the waiving of all fees for water services, and Six Nations Housing announces a temporary waiving of payments on mortgages until April 30.

April 15, 2020 – Six Nations’ first and only Covid-19 death has been reported. As of April 14, the community had conducted 140 tests, with 112 negative results, 9 positive results, and seven cases resolved.

April 22, 2020 – Six Nations Police were called to a large gathering at a private home on April 18, drawing ire from community members who see the gathering as deliberately flouting efforts to reduce the spread of Covid-19 in the community. No charges are laid against the homeowner.

April 29, 2020 – Two more cases of Covid-19 are reported on Six Nations, bringing the total number of confirmed cases to 11. The Covid-19 assessment centre at the community hall has conducted 320 tests to date. Six Nations rents a generator for \$240,000 to provide power to the community hall in the event of a power failure. The first positive Covid-19 case is reported at neighbouring Mississaugas of the Credit First Nation.

May 6, 2020 – A colour-coded paper pass system allowing Six Nations members to enter and exit the still-barricaded community is replaced with a high-tech barcode system developed and paid for by SNGR. There were reports of fraud and photocopying of the colour-coded paper system which people placed on their dashboards. Checkpoint security on Six Nations are equipped with smartphones to scan barcodes on laminated passes, which were handed out to community en masse in a drive-through operation at the Six Nations Bingo Hall parking lot on Sat. May 2. SNGR announces it will deliver iPads to Six Nations, along with a data package, to help them learn from home, as school closures extended until the end of the year. SNGR Child and Family Services announces the delivery of instant messaging support to help people cope with isolation and economic-related crises during the shutdown. Over 4,000 people have died across Canada.

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May 13, 2020 – Six Nations Elected Council discusses the development of a health and safety code of conduct for businesses to follow as it considers a re-opening plan for the community.

May 20, 2020 – SNGR held an unprecedented community-wide delivery of thousands of loaves of bread and hunks of cheese to replace the beloved annual Bread and Cheese Day celebration that usually draws thousands of visitors to the Six Nations Community Hall for fun and revelry. The event, like every other event on Six Nations this year, had been cancelled to prevent the gathering of crowds and spread of Covid-19. Masked councillors drove throughout the community delivering the goods to residents' households.

June 3, 2020 – After a long stretch without any cases, Six Nations reports three more positive Covid-19 cases, bringing the total number of positive cases to date to 14. It is the lowest case count in Southern Ontario. To date, 745 people had been tested for Covid-19 on Six Nations.

June 17, 2020 – Blockades to reserve entrances are removed. Roads are reopened as are most businesses – but with rules and regulations in effect. Masks must be worn in all businesses on the reserve. Indoor dining is still banned. Sports fields and outdoor recreation remained closed. A small group of people insisted on trying to keep entrances to the reserve closed before giving up later in the week.

June 24, 2020 – Six Nations moves into Phase 2 of its reopening which meant many activities and gatherings involving crowds of more than 10 remained off limits. Fairs and festivals were cancelled into the summer and fall despite a provincial drop in Covid cases. Six Nations had gone weeks without a new positive case of Covid-19.

July 15, 2020 – For the first time in over a month, Six Nations reported one positive case of Covid-19. Ontario began Stage 3 of its re-opening plan, which allowed up to 100 people to gather outside. The relaxed restrictions on crowds saw the push for masks advocated across Ontario and Six Nations. Iroquois Lodge celebrated 17 weeks of being virus-free.

July 22, 2020 – Six Nations, Brantford and Brant saw an unprecedented week of no new Covid cases. Infection rates in young adults began to rise in Ontario, prompting health experts to urge continued social distancing and mask wearing. Businesses around the province have re-opened. The only restrictions remaining on Six Nations are large gatherings and sporting events. Six Nations elected council, however, continue to hold meetings via the online meeting platform Zoom. They have still not met in person since the state of emergency was declared in the spring.

July 29, 2020 – Masks are officially made mandatory at all businesses on Six Nations after a vote by Six Nations Elected Council. Active cases remain at zero. Life feels like it's returning to a new normal.

Aug. 5, 2020 – Six Nations Elected Council decides to remain in phase two of its recovery and re-opening plan. Despite a continued easing of restrictions across the province, Six Nations remained a bit more restricted by continuing to ask staff to work from home and the continued closure of public, band-operated buildings. The province announces that students will be returning to school full-time in September. Six Nations does not follow suit.

**2023 Award Nominations**

NOW OPEN TO PUBLIC

Let's acknowledge and celebrate those who have dedicated themselves to making a positive impact in our community.

To download a nomination form and more information about the awards scan the QR code or visit [aboriginalhealthcentre.com/october-nomin-2023](http://aboriginalhealthcentre.com/october-nomin-2023)

Deadline to submit your nomination: July 21st, 2023

**Building Reconciliation Forum 2023**

"Education for Reconciliation: Rebuilding Stronger and with Intentionality"

Join us on June 26<sup>th</sup> for pre-forum events, with the forum opening on June 27<sup>th</sup>

For more details and updates, please visit us at [indigenism.com.ca](http://indigenism.com.ca)

June 26<sup>th</sup> – 28<sup>th</sup>, 2023  
Western University, London, ON

University of Guelph | 2023 | Western | Indigenous Knowledge

**Calling All BIRDERS....**

Six Nations Wildlife and Stewardship Office wants your input and wisdom for our 2023 Bird and Bat Research Surveys

Come share your knowledge about bird and bat species on the reserve!

Ecological Knowledge interviews will be held March 6<sup>th</sup>, 2023

Please contact SNWSO at [laurenjones@snwsos.com](mailto:laurenjones@snwsos.com) 519-445-0338 ext. 4438

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Aug. 12, 2020 – One new case of the virus was confirmed on Six Nations after weeks without a case. It is the 16th case of Covid-19 on Six Nations.

Aug. 26, 2020 – Six Nations Elected Council announced Six Nations schools would not re-open until at least November. Schools still remain closed on the reserve, with kids learning from home. Off-reserve schools re-opened in September.

Sept. 2, 2020 – Six Nations instituted a stage “2.5” in re-opening the community. Outdoor playgrounds and facilities were reopened, and outdoor gathering limits had increased to 40. It was a halfway step between stage 2 and stage 3. Stage 3 would have meant a full re-opening.

Sept. 23, 2020 – The Six Nations track and sports fields finally re-opened since their closure in March. The ball hockey rink also re-opened for reserved use.

Oct. 7, 2020 – Six Nations saw an alarming leap in Covid-19 cases after months of relatively few infections. Five new cases were reported in one week, prompting Six Nations health officials to urge the community not to become lax with physical distancing and other prevention measures. It brought the total number of cases to 22 since the pandemic began.

Oct. 13, 2020 – Coronavirus cases explode on Six Nations. An outbreak brought 47 new active cases to the reserve. It was a jump from 7 active cases to 47 over the course of the Thanksgiving weekend. Six Nations Health Services condemned the community for ignoring public health advice to not meet over the holiday weekend.

Oct. 21, 2020 – Six Nations is declared to be facing a “second wave” of Covid-19 in the community. The total cases to date had reached 69, with 31 active cases after a massive outbreak the week before. The outbreak prompted Six Nations elected council to prolong school closures, enforcing mandatory mask measures and reducing gathering sizes in the community.

Oct. 28, 2020 – the Thanksgiving outbreak had started to wane, with active cases subsiding to 23. Total reported cases to date: 88. Total deaths still remain at one.

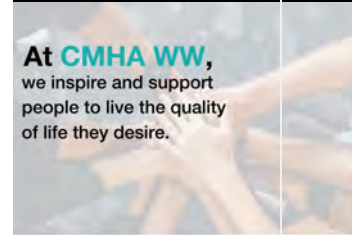
Nov. 4, 2020 – Five new Covid-19 cases are confirmed on Six Nations with 9 active cases. Ontario institutes a colour-coded system that sees different areas of the province abide by different measures according to their case counts.

Nov. 11, 2020 – Zero new cases and zero active infections on Six Nations. 93 cases of the 94 total to date are considered resolved.

Dec. 2, 2020 – As cases surge across the province, Six Nations infection rates remain extremely low. Only one active case of the virus is reported on the territory. To date, there have been 97 infections on Six Nations. Six Nations institutes its own colour-coded system to issue “alert levels” for virus cases on the territory and the measures that would accompany those alert levels.

Dec. 9, 2020 – A long-awaited Covid vaccine was approved by Health Canada, with priority given to health care workers and elders in Indigenous communities for the first batch of the vaccine. The vaccine has not yet arrived on Six Nations.

Dec. 16, 2020 – Six Nations Elected Chief declares the new Covid vaccine is a personal choice and will not be mandatory for any Six Nations member once it arrives on Six Nations. There is no word on when the vaccine will arrive yet. Six

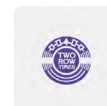


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September 6, 2023



**Six Nations Rivermen conclude representation in President's Cup**  
September 6, 2023



**All-Ontario Native Fastball Tournament returns to Ohsweken**  
August 30, 2023

Join the Board of Directors of Joseph Brant Hospital

**Joseph Brant Hospital (JBH)**, located in Burlington, is a full-service Academic Community Teaching Hospital, in conjunction with McMaster University, serving more than 180,000 residents in the communities of Halton and Hamilton, (JBH) is also a partner member of the Burlington Ontario Health System.

**BOARD CANDIDATES EXPERIENCE & QUALIFICATIONS:**  
The Hospital is seeking to recruit up to ten new Board members who will reflect the Hospital's needs and aspirations with respect to knowledge, attributes, competencies and experience. The Ideal Board Candidate will possess demonstrated leadership and governance experience and a commitment to our Vision, Mission and Values. The candidate will be a systems thinker, reflective of the diverse community JBH serves, has previous Board governance experience, has or is working towards a Chartered Director or Institute of Corporate Directors designation or equivalent which will be considered an asset.

To complement the existing Board of Directors' skillset, the Board is interested in leaders who possess these core competencies in Leadership, Governance Experience, Systemic Thinking, Reflection of Diverse Community, Patient Advocacy Designation or equivalent as well as other of the following experience profiles:

- an emphasis on employment of a diverse workforce;
- an emphasis on employment of a Diverse, Equity & Inclusion (DEI) staff; and
- at Joseph Brant Hospital, we are committed to Diversity, Equity & Inclusion as an outcome and reward our efforts to become a more inclusive, safe and respectful space for everyone to work, work and receive care.

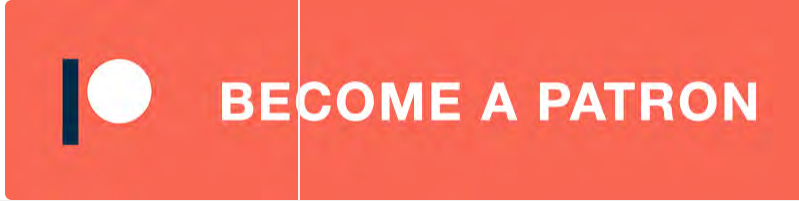
What Joseph Brant Hospital seeks for these roles and application forms:

Interested candidates can submit a completed application, Cover Letter and CV by Friday April 14, 2023 to board.candidates@jbrh.on.ca.

An Information Session will be held via Zoom on Thursday April 6, 2023 @ 4:00-5:30pm. Please RSVP to board.candidates@jbrh.on.ca

Nations Elected Council discusses re-opening schools for in-person learning in February.

Dec. 23, 2020 – Two active cases are reported on the territory, while the government of Ontario announces a total lockdown of the province, with all but essential businesses ordered closed by Eoxing Day. In September, teachers had returned to schools to provide remote learning to Six Nations students but Indigenous Services Canada announced on Dec. 21 that Six Nations teachers would not be returning to school after the Christmas holiday to support lockdown efforts across the province. They are expected to return Jan. 11. As of Dec. 22 there were two active cases of Covid-19 on the territory. That brings the total number of cases reported to date to 102 on Six Nations.



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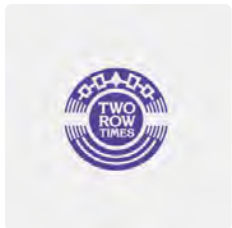
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