

9.6 Proxies

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

9.7 Validity of Proxies

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

9.8 Form of Proxy

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

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

Dated: _____

9.9 Corporations

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

9.10 Attendance of Others

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

9.11 Chair

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

9.12 Quorum

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

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

9.13 Voting Rights of General Partner

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

9.14 Voting

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

9.15 Poll

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

9.16 Resolution in Writing

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

9.17 Powers of Limited Partner; Resolutions Binding

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

9.18 Powers Exercisable by Extraordinary Resolution

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

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

9.19 Minutes

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

9.20 Additional Rules and Procedures

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

ARTICLE 10 DISSOLUTION AND LIQUIDATION

10.1 Dissolution

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

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

10.2 Liquidation of the Partnership

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

10.3 Distribution

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

10.4 Statement

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

10.5 Cash Distribution

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

10.6 Termination

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

10.7 Continuity

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

10.8 Receiver

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

10.9 No Right to Dissolve

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

10.10 Return of Limited Partner's Contribution

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

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

ARTICLE 11 AMENDMENT

11.1 General

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

11.2 Amendment by the General Partner

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

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

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

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

11.3 Limitations on Amendment

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

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

**ARTICLE 12
NOTICES**

12.1 Notices

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

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

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

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

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

**ARTICLE 13
GENERAL**

13.1 Binding Agreement

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

13.2 Time

Time will be of the essence hereof.

13.3 Severability

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

13.4 Governing Law

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

13.5 Further Documents

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

13.6 Successors and Assigns

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

13.7 Entire Agreement

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

13.8 Limited Partner Not a General Partner

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

13.9 Counterparts

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

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

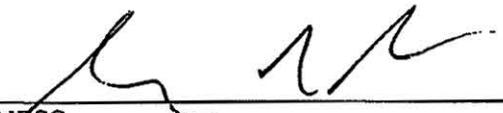
IN WITNESS OF WHICH the parties hereto have executed this Agreement.

General Partner:

2496750 Ontario INC.

Per: 
Miles Hill
President

Limited Partners:


WITNESS


MILES HILL


WITNESS


SCOTT HILL


WITNESS


GLENN PAGE

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

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

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

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

EXTERNAL MESSAGE

Raj,

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

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

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

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

Thank you,

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

T: 416.646.7431
C: 416.559.6834
Sent from my iPhone

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

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

EXTERNAL MESSAGE

Dear Raj,

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

Regards,
Jessica

Jessica Orkin

T 416.979.4381
F 416.591.7333
E jorkin@goldblattpartners.com

Email-Logo



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

THIS E-MAIL MAY CONTAIN CONFIDENTIAL INFORMATION WHICH IS PROTECTED BY LEGAL PRIVILEGE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE IMMEDIATELY NOTIFY US BY REPLY E-MAIL OR BY TELEPHONE (COLLECT IF NECESSARY), DELETE THIS E-MAIL AND DESTROY ANY COPIES.

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

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

A handwritten signature in black ink, appearing to read "Bonnie Greenaway". The signature is fluid and cursive, with the first letter of each word being capitalized and prominent.

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

EXTERNAL MESSAGE

Raj,

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

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

Key Infotech's contact information is as follows:

Jeff Lixie – President
Key Information Technologies
210 Highland Road Suite 100
Highland, MI 48357
Email – jlixie@keyinfotech.com
Tel# - 1-888-539-4630

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

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

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

Process as well.

Thank you,



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

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

EXTERNAL MESSAGE

Dear Raj and Thomas,

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

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

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

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

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

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

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

Thank you,



Roland

Paliare

Joseph Berger
Associate

Phone: 416.646.6351
Email: joseph.berger@paliareroland.com

155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

paliareroland.com

From: Max Starnino <Max.Starnino@paliareroland.com>
Sent: Friday, October 20, 2023 10:13 AM
To: Raj Sahni <SahniR@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>
Cc: jorkin@goldblattpartners.com; mjilesen@litigate.com; Joseph Berger <joseph.berger@paliareroland.com>
Subject: RE: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]

Raj/Thomas,

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

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

M.

From: Max Starnino

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

To: Raj Sahni <SahniR@bennettjones.com>

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

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

Sorry, this time with attachments (!)

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

T: 416.646.7431

C: 416.559.6834

Sent from my iPhone

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

Raj,

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

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

Thanks,

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

T: 416.646.7431
C: 416.559.6834
Sent from my iPhone

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

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

Thanks

<image001.png>

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

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

From: Raj Sahni

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

To: 'Max.Starnino@paliareroland.com'
<Max.Starnino@paliareroland.com>

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

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

Hi Max,

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

<image001.png>

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

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

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

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

To: Raj Sahni <Sahnir@bennettjones.com>

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

jorkin@goldblattpartners.com; mjilesen@litigate.com

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

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

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

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

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

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

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

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

Please confirm your agreement with the foregoing.

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

Please let me know how you would like to proceed.

<image002.png> **Massimo (Max) Starnino**
Partner
Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West

601

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

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

Raj/Thomas,

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

M.

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

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

needed to the form of NDA.

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

Thanks

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

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

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This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

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

Information Requested For The Companies:

A) Financial Information:

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

B) Sales, Costs, and Key Performance Indicators

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

C) Employees

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

D) Purchases

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

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

E) Inventory

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

F) Capital assets

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

G) Tax

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

H) Other:

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

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

EXTERNAL MESSAGE

Raj,

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

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

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

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

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

We look forward to hearing from you.

Thank you,



Massimo (Max) Starnino
Partner
Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West
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Direct: 416.646.7431
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max.starnino@paliareroland.com

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY



Bennett Jones LLP
3400 One First Canadian Place, PO Box 130
Toronto, Ontario, Canada M5X 1A4
Tel: 416.863.1200 Fax: 416.863.1716

Raj S. Sahni
Partner
Direct Line: 416.777.4804
e-mail: sahnir@bennettjones.com

November 2, 2023

Via Email

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1

Attention: Massimo Starnino and Joseph Berger

Dear Sirs,

Re: OTE Group Bid Process Information Requests

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

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

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

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

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

October 12th and 20th Emails

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

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

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

October 18th Email

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

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

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

October 27th Emails

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

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

The Monitor has now updated the Bid Process data room to provide documents responsive to the questions relevant to the Bid Process, including: 1) a summary of the proofs of claim filed pursuant to the Claims Procedure; 2) a description of the fuel blending equipment that the Monitor understands is situated on the leased premises; and 3) redacted 2023 sales and volume data summarized by customer. The balance of the inquiries are not in the Monitor's view relevant to the Bid Process or necessary in making a bid. Without limiting the generality of the foregoing, other historical financial information or other information relating to past transactions or past events is not relevant in the current Bid Process for the reasons noted above. Moreover, the Monitor does not have any confidence in the

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

Yours truly,

BENNETT JONES LLP



Raj Sahni

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

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

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

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

Paliare Roland

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

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

File # 101295

November 6, 2023

VIA EMAIL

BENNETT JONES LLP

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

Attention: Raj. S. Sahni and Thomas Grey

Counsel for the Monitor

Dear Counsel:

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

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

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

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

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

Paliare Roland

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

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

Yours very truly,

Paliare Roland Rosenberg Rothstein LLP



Massimo (Max) Starnino

MS:JB

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

Paliare Roland

APPENDIX "A" REFINED DUE DILIGENCE REQUEST

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

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

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

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

Paliare Roland

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

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

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

Information Requested For The Companies:

A) Financial Information:

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

B) Sales, Costs, and Key Performance Indicators

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

C) Employees

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

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

E) Inventory

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

F) Capital assets

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

G) Tax

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

H) Other:

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

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

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

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

CCAA PLAN TERM SHEET

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

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

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

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

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

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

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

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

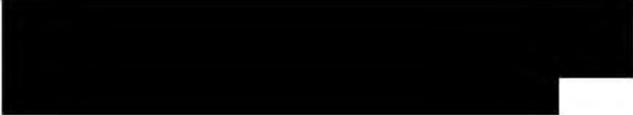
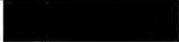
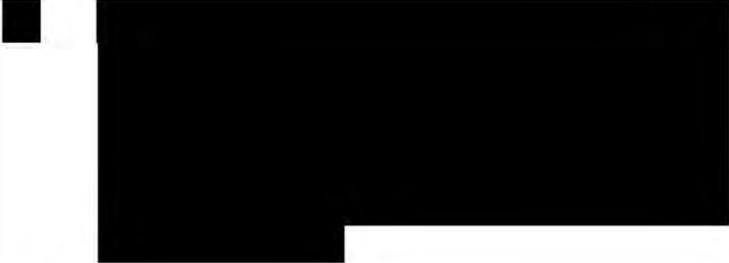
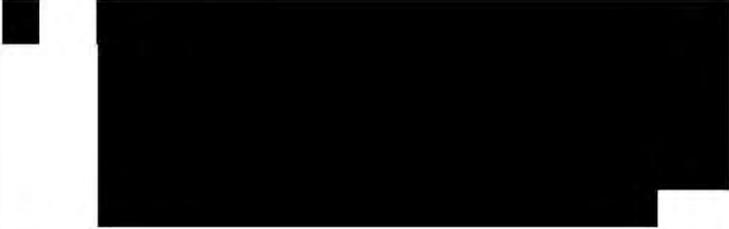
		
		

		<ul style="list-style-type: none">[REDACTED]
		<ul style="list-style-type: none">[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
		<ul style="list-style-type: none">[REDACTED]

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

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

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

		
		<ul style="list-style-type: none">
		
		 <ul style="list-style-type: none"> 

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

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

SCHEDULE "A"

DEFINITIONS

[BEING PREPARED]

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

SCHEDULE B

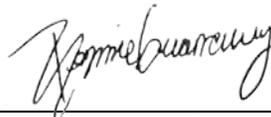
WORDING OF PLAN RELEASE AND SANCTION ORDER INJUNCTIONS

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

SCHEDULE "C"

CONTRACTUAL RELEASES TO BE PROVIDED BY KEY CREDITORS

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

November 9, 2023

Monique Jilesen
Direct line: 416-865-2926
Email: mjilesen@litigate.com**VIA EMAIL**

Messrs. Richard Swan and Raj S. Sahni
Bennett Jones LLP
3400 One First Canadian Place
Toronto, ON M5X 1A4

Dear Counsel:

RE: Original Traders Energy Ltd et al.

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

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

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

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

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

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

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

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

We look forward to hearing from you.

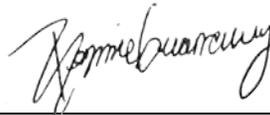
Yours truly,



Per: Monique Jilesen

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

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



Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY

646



Registrant Disclosure of Interest Acquisition of Property



Form 160

for use in the Province of Ontario

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

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

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

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

Hamilton ON LOR 2M0

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

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

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

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

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

(Attach Appendix "A" if necessary)

AND

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

(Attach Appendix "B" if necessary)

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

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

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

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

ACKNOWLEDGEMENT

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

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

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



Confirmation of Co-operation and Representation Buyer/Seller



Form 320
for use in the Province of Ontario

BUYER: [Redacted]

SELLER: Mandy Cox & Glenn Page

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

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

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

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

1. LISTING BROKERAGE

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

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

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

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

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

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

[Redacted Signature] **BUYER**

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

[Signature: Mandy Cox] **SELLER**

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

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

CO-OPERATING BROKERAGE - REPRESENTATION:

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

CO-OPERATING BROKERAGE - COMMISSION:

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

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

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

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

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

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

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

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

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

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

[Oval for initials]

INITIALS OF BUYER(S)

[Oval for initials]

INITIALS OF SELLER(S)

ACKNOWLEDGEMENT

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

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

DocuSigned by:
 [Signature] Mandy Cox
 Mandy Cox
 [Signature] Glenn Page
 Glenn Page

Aug 28, 2023 | 1:09 PM E
 (Date)
 Aug 28, 2023 | 1:18 PM E
 (Date)



Agreement of Purchase and Sale



Form 100

for use in the Province of Ontario

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

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

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

REAL PROPERTY:

Address 118 Main St N Hamilton ON L0R 2M0

fronting on the East side of Main St N

in the City of Hamilton

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

and legally described as
PCL 43-1, SEC M8; LT 43, PL M8; Flamborough City of Hamilton
(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 3,800,000.00
Three Million Eight Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
One Hundred Thousand Dollars (CDN\$) 100,000.00

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

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

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

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 10:00 on the 28
(Seller/Buyer) (a.m./p.m.)
day of August 2023, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 27 day of February
2024. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Redacted]

INITIALS OF SELLER(S): [Handwritten initials]

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

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

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

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

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

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

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

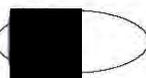
5. **FIXTURES EXCLUDED:**
blink cameras, Peleton Bike, tread mill in gym , all TV's , all surround sound systems , Pizza oven, Garage Freezer ,all patio furniture , Tucci Patio Umbrella

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

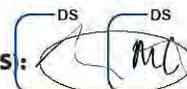
The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

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

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 13 day of February, 2024, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (RESIDENTIAL) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

[Redacted signature]

INITIALS OF SELLER(S):

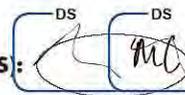
[Handwritten signatures with 'DS' initials]

- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. **CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.**
- 26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. **ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: 08/28/2023
(Witness) (Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: Aug 28, 2023 | 1:09 PM EDT
(Witness) (Buyer) (Seal) (Date)
(Witness) (Buyer) (Seal) (Date)
Aug 28, 2023 | 1:18 PM EDT
(Witness) (Buyer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of Aug 28, 2023 | 1:18 PM EDT

DocuSigned by: (Signature of Seller or Buyer) DocuSigned by: Mandy Cox D655D13EC8134A0...

INFORMATION ON BROKERAGE(S)
Listing Brokerage RE/MAX ESCARPMENT REALTY INC., BROKERAGE 905-639-7676
CLINTON LORNE HOWELL (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage Royal Heritage Realty Ltd. 905-831-2222
DOUGLAS IMRIE Paul. Etherington (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by: Mandy Cox (Date) Aug 28, 2023
DocuSigned by: Glenn Page (Date) Aug 28, 2023
Address for Service
(Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

1:09 PM EDT
Buyer (Date)
Buyer (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATE DocuSigned by and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by DOUGLAS IMRIE (Authorized to bind the Co-operating Brokerage)



Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [Redacted], and

SELLER: Mandy Cox & Glenn Page

for the purchase and sale of 118 Main St N Hamilton

ON LOR 2M0 dated the 28 day of August, 2023

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque to the Seller on the completion of this transaction

~~This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the Aug 27, 2023, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.~~

[Redacted] DS [Signature]

THIS OFFER IS CONDITIONAL upon the inspection of the subject property by a home inspector as well as a geothermal expert and the obtaining of a report satisfactory to the Buyer at their sole discretion and at the Buyer's own expense. Unless the Buyer gives notice in writing delivered to the Seller within five (5) business days excluding weekends and holidays that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. The Seller also agrees to allow the Buyer to take photographs and or video of the subject property. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller warrants that all the mechanical, electrical, heating, ventilation, air conditioning systems, air compressors, elevators, conveyor systems, sprinkler systems, boilers, and all other equipment on the real property shall be in good working order on completion. The Parties agree that this warranty shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at the completion of this transaction.

In addition to any other provision contained in this Agreement, the Seller agrees to provide access to the property to the Buyer, or anyone designated by the Buyer, for the purposes of (appraisal or insurance inspection, contractors) upon a minimum of 3 (three occasions hours/twenty-four (24) hours/) written notice. Such access shall not exceed 3 times occasion(s) and to take place between the hours of 9:00 a.m. & 7:00 p.m.

The Seller agrees to give the Buyer the first right to negotiate for the purchase of any equipment/furniture or chattels to be sold by the Seller upon a price and terms to be mutually agreed upon. In the event the buyer and seller cannot agree to a price 30 days prior to the date of completion, then said first right shall become null and void.

Notwithstanding the completion date set out in this Offer, the Buyer may advance the completion date of the transaction, by giving written notice of the amended completion date to the Seller or the Seller's solicitor at least 30 days in advance of the earlier of the completion date set out herein and the amended completion date.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): [Redacted]

INITIALS OF SELLER(S): [Signatures]



Schedule A Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [Redacted], and

SELLER: Mandy Cox & Glenn Page

for the purchase and sale of 118 Main St N Hamilton

ON LOR 2M0 dated the 28 day of August, 2023

Buyer agrees to pay the balance as follows:

The Seller agrees to repair at the expense of the Seller, prior to the date of completion, any openings or holes in walls, floors, ceilings, doors or window areas resulting from the removal of equipment, as requested after discussion with the Buyer and more particularly as hereinafter set out in the Sellers pre-inspection and permit the Buyer the right to inspect the premises, at a mutually agreed upon time, to ensure that said repairs have been completed in a good workmanlike manner.

The Seller agrees to provide to the Buyer on or before closing any security codes necessary in order to control any security system or devices within or upon the property. As well the Seller will provide a lists of any installers , manuals , maintenance contracts and personal.

The Buyer shall have the right to visit the property prior to completion to a maximum of 3 time(s), at a mutually agreed upon time(s). The Seller agrees to provide access to the property for the purpose of the visitation(s).

SELLER AGREES to supply the Buyer with a copy of an existing survey of the subject property within 10 days of acceptance of this Offer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Redacted initials]

INITIALS OF SELLER(S):

[Handwritten initials with DS stamps]



Schedule B Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [REDACTED], and

SELLER: MANDY COX and GLENN PAGE

for the property known as 118 MAIN ST. N. WATERDOWN

..... dated the 28th day of AUGUST, 2023

The parties to this agreement acknowledge and agree that the deposit holder, RE/MAX Escarpment Realty Inc., Brokerage, discloses that the depositor's funds are being held in a variable interest rate account "In Trust" as specified by the Real Estate Business Brokers Act 2002, Section 27, at the current Royal Bank Prime Rate less 2.1% per annum. Should the amount of interest calculated be more than \$150.00, the deposit holder shall pay to the depositor the interest accrued, on the successful completion of this transaction; otherwise, the deposit holder will retain it. The Buyer agrees that this Schedule forms part of the terms of the Trust. No interest shall be paid to the Buyer unless the Buyer provides the deposit holder with a Social Insurance Number for use on the T5 forms by no later than THIRTY (30) days following the completion. Any interest cheques issued by the deposit holder and not negotiated within SIX (6) months following completion of the herein transaction shall be forfeited to the deposit holder.

For the purposes of this Agreement, the terms "banking days" or "business days" shall mean until 11:59 PM on any calendar day, other than Saturday, Sunday or statutory holiday in the Province of Ontario.

In accordance with the Federal Privacy Act (PIPEDA) and as specified by the Real Estate & Business Brokers Act 2002, Code s.36 (7)(8)(9), the Buyer and the Seller hereby agree to allow the Listing Brokerage in this transaction, RE/MAX Escarpment Realty Inc., to use the statistical information, including but not limited to, all images, days on market, location and final sale price regarding the sale of this property in their future marketing materials. The Parties agree that this permission to use shall survive and not merge on completion of this transaction.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect to the said EFT, add a \$25.00 EFT banking fee to the total deposit and provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

The Seller hereby acknowledges that it may be a requirement of the buyer's lender to have an appraiser access the entire subject property prior to closing. The Seller covenants and agrees to provide access for such purposes and further acknowledges that this may be in addition to the buyer's specified visits contained herein.

The Seller and/or Buyer acknowledge that all measurements, square footage, building condition and information provided by RE/MAX Escarpment Realty Inc. and the Co-operating Brokerage in the MLS Listing and any other marketing materials is from sources deemed reliable however, they have been provided for information purposes only.

The Buyer and Seller agree that any additional viewings agreed to herein, save and except during the conditional periods, shall be attended solely by the Buyer(s) and their Real Estate Sales Representative and shall not exceed 60 (sixty) minutes in duration. Any additional attendees or time extensions for said viewings shall be at the sole discretion of the Seller.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[REDACTED]

INITIALS OF SELLER(S):

[Handwritten initials: MC and GP]

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Schedule C

Inclusions:

Kitchen

- 2 SubZero Fridges
- 2x Miele Knock2open Dishwasher
- 2x 6 Burner Wolf Gas Rangetops
- Microwave Drawer
- Miele Double Wall Oven

Butler's Pantry

- Fridge & Water Purifier
- Enomatic Wine Serving System

Laundry

- Washer
- Dryer

Miscellaneous (Whole Home)

- All Window Coverings
- All Electronic Light Fixtures
- All TV Mounts
- All Bathroom Mirrors
- Towel Warmer In Primary Ensuite Bathroom
- 8 Security Cameras And Digital Video Recorder
- Sonos 6 Zone Built-In Audio System
 - Dining
 - Kitchen
 - Patio

- Gym
- Primary Bedroom
- Primary Ensuite Bathroom
- Motorized Shades
 - Great Room
 - Primary Bedroom
 - 2 Front Bedrooms

Gas Fireplaces

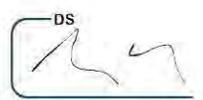
- Outdoor Fire Table
- Patio
- Great Room
- Rec Room
- Primary Bedroom

Outdoor

- All Planters
- Big Green Egg Smoker Grill In Outdoor Kitchen
- 2x Infrared Patio Heaters
- Outdoor Beer Tap
- DCS Grill
- DCS Power Burner
- Motorized Mosquito Phantom Screens In Covered Patio
- StruXure Motorized Louvered Shade
- Cabana Bar Fridge
- Raintree Irrigation System
- All Landscape Lighting

Basement Bar

- 2x Wine Cellar Fridges
- True Beverage Fridge

 ^{DS}  ^{DS} 

- Marvel Cold Beverage Fridge
- Built-In Ice Maker
- Dishwasher
- Serving Island Located In Wine Cellar

Basement Rec Room

- 2 Large Green Bench Cushions
- Matching Throw Pillows On Bench And Couch

Garage

- Storage Cabinets
- Garage Car Lift
- Garage Door Opener And 2 Remotes

Basement Gym

- All Barbells And Plates
- All Dumbbells
- Rogue Squat Rack

Exclusions:

Blink Cameras

All TV's And All Surround Sound Systems

Peloton Bike And Treadmill In The Gym

All Patio Furniture

Tucci Patio Umbrella

Pizza Oven

Garage Freezer

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

A handwritten signature in cursive script, appearing to read "Bonnie Greenaway".

Commissioner for Taking Affidavits (or as may be)

BONNIE GREENAWAY



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: [REDACTED]

AND

SELLER: Mandy Cox & Glenn Page

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of August, 2023,

concerning the property known as 118 Main St. N

Hamilton ON L0R 2M0 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE

THIS OFFER IS CONDITIONAL upon the inspection of the subject property by a home inspector as well as a geothermal expert and the obtaining of a report satisfactory to the Buyer at their sole discretion and at the Buyer's own expense. Unless the Buyer gives notice in writing delivered to the Seller within five (5) business days excluding weekends and holidays that this condition is fulfilled, this offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. The Seller also agrees to allow the Buyer to take photographs and or video of the subject property. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

INSERT

Seller would fix/repair/replace as appropriate the following issues not less than 30 days prior to closing date.

Exterior Walkway Conditions:

- (Home Inspection page 10, bottom right image - see attached)
- Repair cracked grout on the covered patio stairs and entrance to house as needed
- Home Inspection Page 11, top right image
- Repair cracked concrete where walkway meets foundation

Exterior Wall Cladding Conditions:

- (Home inspection page page 13, multiple images - see attached)
- Joint between two sections of stone siding at left side of property (North) is damaged and should be repaired to prevent water intrusion and further damage. A capillary break is missing about the joint, causing water damage due to poor drainage. Recommend repair by installing capillary break.
- Also, repair loose piece of vinyl siding.

INITIALS OF BUYER(S):

[REDACTED]

INITIALS OF SELLER(S):

[Handwritten initials: DS, DS]



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: [Redacted]

AND

SELLER: Mandy Cox & Glenn Page

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of August, 2023,

concerning the property known as 118 Main St. N

Hamilton ON L0R 2M0 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Exterior Gutter Condition:

(Home inspection page 15, bottom left image - see attached)

- Recommend re-installing rear left side downspout and installing an extension at the scupper downspout at front of property

Exterior Stair Condition:

(Home inspection page 22, mid-left image - see attached)

- Loose step at rear patio. Recommend repair to reduce risk of injury.

Interior Electrical Panel Condition:

(Home inspection page 28, right image - see attached)

- Reinstall missing ceiling tile to prevent potential fire hazard if overhead water and waste lines had a leak.

Interior Bathroom Exhaust Fan Condition:

(Home inspection page 62 - see attached)

- Exhaust fans are underpowered, recommend upgrade/replacement for improved venting.

Garage Door Opener Condition:

(Home inspection page 97 - see attached)

- Auto reverse sensors should be lowered to no more than 6" from floor height.
- Adjust the force activated safety reverse to be more sensitive.

Pool Condition:

(See Pool and Hot Tub Inspection - see attached)

Pool Equipment

- Repair small leak out of 3 way Jandy valve off of the pump - valve not fully closing properly, leaking some times not always. Evidence of leak from water stain on pump.
- Replace salt cell.
- Repair/replace missing pool light covers.

Hot Tub

- Re-glue 2 air intakes

DS DS [Redacted]

[Handwritten initials]

~~Landscape~~

- ~~Repair cracks in pool coping~~

INITIALS OF BUYER(S): [Redacted]

INITIALS OF SELLER(S): *[Handwritten initials]*

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer (Seller/Buyer) until 6:00 (a.m./p.m.)

on the 04 day of September, 2023, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: (Witness) (Buyer/Seller) 09/03/23 (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: (Witness) Mandy Cox Sep 4, 2023 | 7:18 AM EDT (Seal) (Date) (Witness) Mandy Cox Sep 4, 2023 | 10:26 AM EDT (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this Sep 4, 2023 | 10:26 AM EDT (a.m./p.m.) day of, 20

DocuSigned by: (Signature of Seller or Buyer) Mandy Cox D855D13EC8134A0...

09/04/23

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

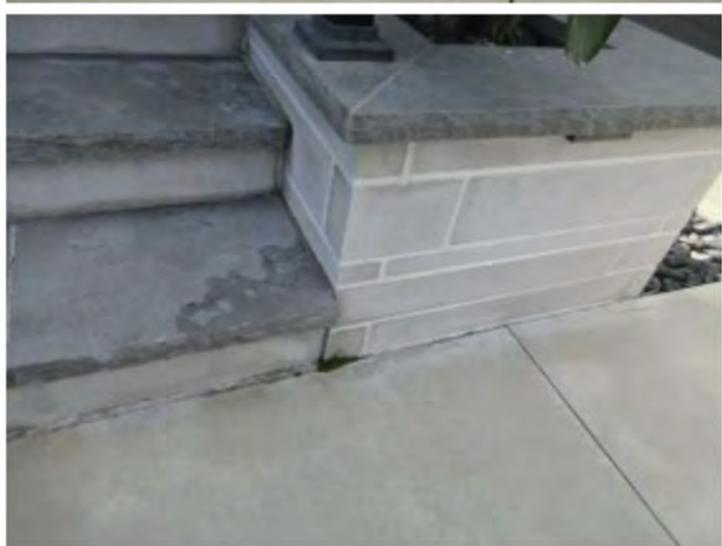
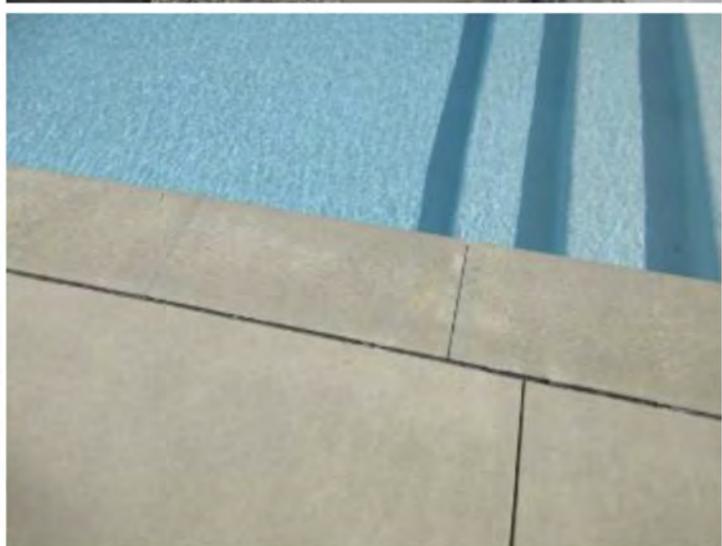
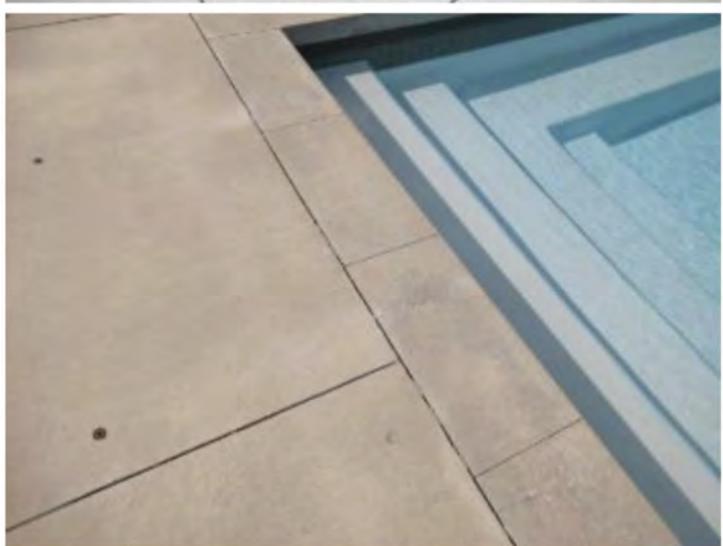
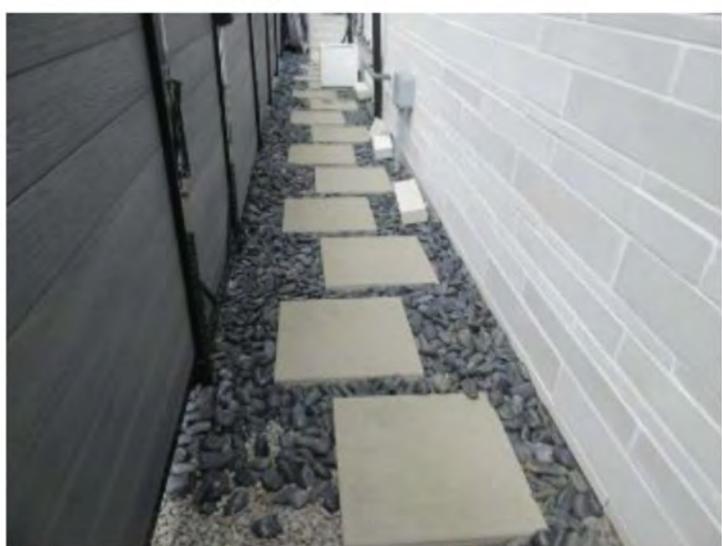
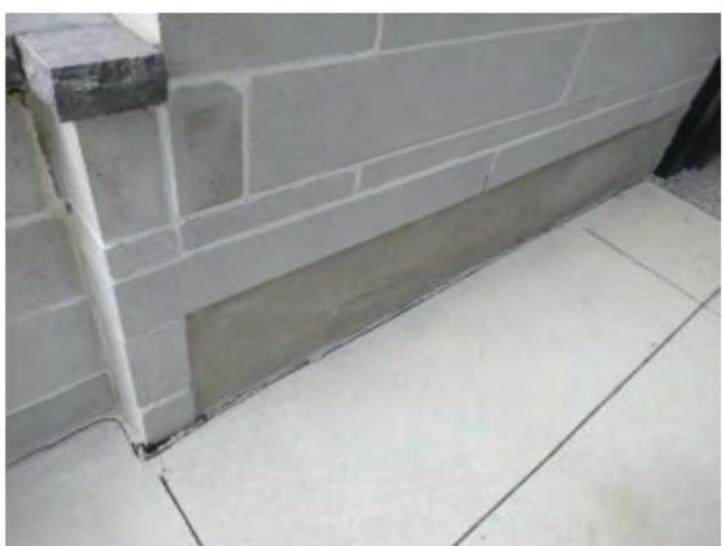
I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Mandy Cox Sep 4, 2023 | 7:18 AM EDT (Date) Mandy Cox Sep 4, 2023 | 10:26 AM EDT (Date)

(Buyer) (Date) (Buyer) (Date)

Address for Service (Tel. No.) Seller's Lawyer Address Email (Tel. No.) (Fax. No.)

Address for Service (Tel. No.) Buyer's Lawyer Address Email (Tel. No.) (Fax. No.)





3. Exterior Wall Cladding Condition

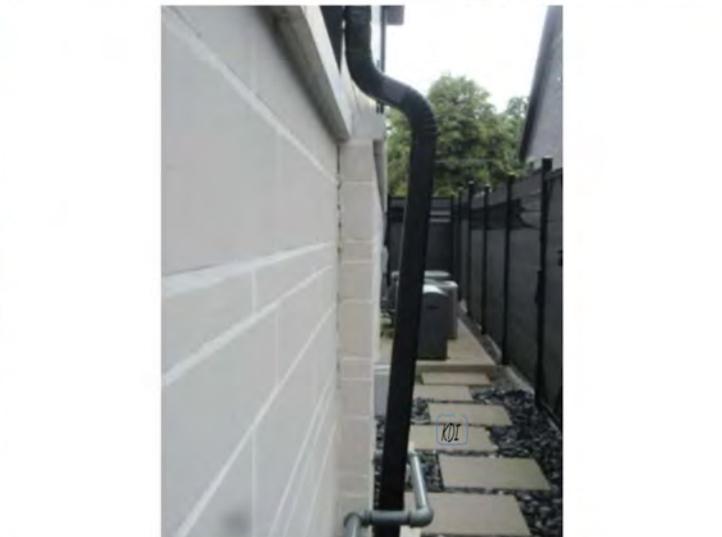
Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Materials: Metal Siding • Stone

Observations:

- Areas of minor damage noted.
- Suggest sealing/caulking as part of routine maintenance to prevent further deterioration.
- Joint between two sections of stone siding at left side of property (North) is damaged and should be repaired to prevent water intrusion and further damage. A capillary break is missing above the joint, causing water damage due to poor drainage. Recommend repair by installing capillary break.



DS MC DS [Signature]

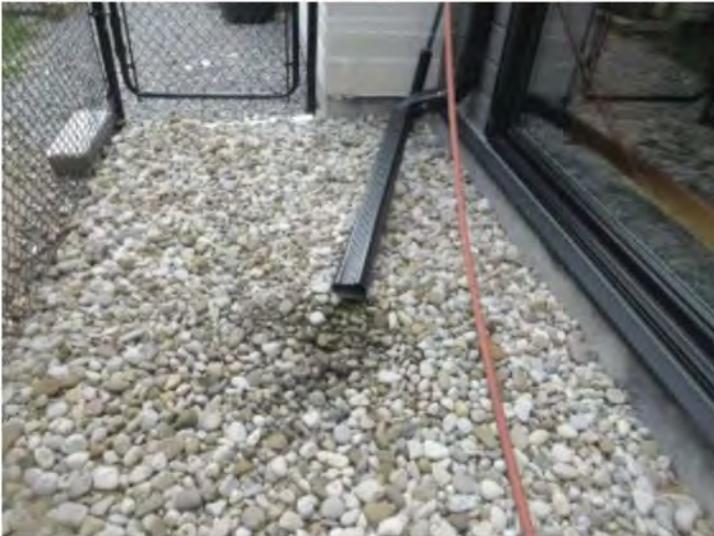
8. Gutter Condition

Acceptable	Unacceptable	Not Applicable	Not Tested	Recommendations
				X

Materials: Metal

Observations:

- For ideal water management downspouts should discharge at least 3 feet away from the foundation of the house and follow grading away. Recommend re-installing rear left side downspout and installing an extension at the scupper downspout at front of property.



Scupper (flat roof drain)



DS DS
