

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE COMMERCIAL LIST**  
**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C.**  
**1985, c. C-36, AS AMENDED**  
**AND IN THE MATTER OF A PLAN OF COMPROMISE**  
**OR ARRANGEMENT OF ORIGINAL TRADERS ENERGY LTD. AND 2496750**  
**ONTARIO INC**

---

**RESPONDING RECORD OF MANDY COX**  
**Motion for Mareva Injunction Returnable November 10, 2023**

---

**GOLDBLATT PARTNERS LLP**

20 Dundas West, Suite 1039  
Toronto, ON M5G 2C2

Jessica Orkin (#52014M)  
Tel: (416) 979-4381  
Email: jorkin@goldblattpartners.com

Natai Shelsen (#63211W)  
Tel: (416) 979-4384  
Email: nshelsen@goldblattpartners.com

Lawyers for the Respondent,  
Mandy Cox

**TO:**

**BENNETT JONES LLP**  
3400 One First Canadian Place  
P.O. Box 130  
Toronto ON M5X 1A4

**Richard Swan**  
Tel: (416) 777-7479  
Email: swanr@bennettjones.com

**Raj Sahni**  
Tel: (416) 777-4804  
Email: sahnir@bennettjones.com

**Shaan P. Tolani**  
Tel: (416) 777-7916  
Email: tolanis@bennettjones.com

**Thomas Gray**  
Tel: (416) 777-7924  
Email: grayt@bennettjones.com

**Lawyers for the Monitor, KPMG Inc.**

**AND TO:**

**AIRD & BERLIS LLP**  
Brookfield Place  
181 Bay Street, Suite 1800  
Toronto ON M5J 2T9

**Steven Graff**  
Tel: (416) 865-7726  
Email: sgraff@airdberlis.com

**Martin Henderson**  
Tel: (416) 865-7725  
Email: mhenderson@airdberlis.com

**Samantha Hans**  
Tel: (437) 880-6105  
Email: shans@airdberlis.com

**Lawyers for the Applicants**

**AND TO: LENCZNER SLAGHT LLP**  
130 Adelaide Street West, Suite 2600  
Toronto ON M5H 3P5

**Monique J. Jilesen**  
Tel: (416) 865-2926  
Email: mjilesen@litigate.com

**Jonathan Chen**  
Tel: (416) 865-3553  
Email: jchen@litigate.com

**Bonnie Greenaway**  
Tel: (416) 865-6763  
Email: bgreenaway@litigate.com

**Keely Kinley**  
Tel: (416) 238-7442  
Email: grayt@bennettjones.com

**Lawyers for the Glenn Page and 2658658 Ontario Inc.**

## INDEX

<b>TAB</b>	<b>DOCUMENT</b>	<b>PAGE</b>
1.	Affidavit of Elizabeth Lalonde affirmed November 10, 2023	1
	Exhibit A - Mandy Smith's T4 Statement of Renumeration from Original Traders Energy LP for 2018	4
	Exhibit B - Corporate Profile – Atomic Beaver Corporation (formerly Picasso Fish Corporation)	6
	Exhibit C - Profile Report – 2745384 Ontario Inc	9
	Exhibit D - Asset Purchase Agreement between Picasso Fish Corporation & 2745384 Ontario Inc dated March 9, 2020	17
	Exhibit E - Profile Report – Picassofish	25
	Exhibit F - Profile Report – Picassofish Creative Design	30
	Exhibit G – Invoices rendered by Picassofish	35
	Exhibit H - Proof of Claim filed by 2745384 Ontario Inc dated June 27, 2023	48
	Exhibit I - Letter from Ms. Orkin to Raj Sahni and Paul van Eyk dated March 8, 2023	147
	Exhibit J - Emails from Ms. Orkin to the Monitor, dated on various dates between March 8 and May 16, 2023	155
	Exhibit K - Email from Ms. Orkin to the Monitor dated September 8, 2023	211

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

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

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

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

---

**AFFIDAVIT OF ELIZABETH LALONDE**  
**(Affirmed November 10, 2023)**

---

I, **ELIZABETH LALONDE**, of the Town of Whitby, in the Province of Ontario,  
**AFFIRM AND SAY AS FOLLOWS:**

1. I am a legal assistant at Goldblatt Partners LLP and have been assisting Jessica Orkin and Natai Shelsen, counsel for Mandy Cox, 27453864 Ontario (“GPMC Management Services”), Gen7 Brands International Inc. (“Gen7 Brands”) and a number of gas stations operating under the Gen7 Fuel brands (the “Gen7 Station LPs”), with respect to court file no. CV-23-00693758-00CL. As such, I have knowledge of the matters described herein, or I have received this information from others, in which case I have stated the source of that information and I verily believe it to be true.
2. Attached hereto as “**Exhibit A**” is a copy of Mandy Smith’s T4 Statement of Remuneration from Original Traders Energy LP for 2018. I am advised by Mandy Cox that Smith was her married name from her first marriage, and Cox is her birth surname.
3. Attached hereto as “**Exhibit B**” is a copy of the Corporate Profile of Atomic Beaver Corporation (formerly Picasso Fish Corporation).
4. Attached hereto as “**Exhibit C**” is a copy of the Profile Report for 2745384 Ontario Inc (GPMC Management Services).

5. Attached hereto as “**Exhibit D**” is a copy of the Asset Purchase Agreement between Picasso Fish Corporation and 2745384 Ontario Inc (GPMC Management Services) dated March 9, 2020.
6. Attached hereto as “**Exhibit E**” is a copy of the Profile Report for Picassofish.
7. Attached hereto as “**Exhibit F**” is a copy of the Profile Report for Picassofish Creative Design.
8. Attached hereto as “**Exhibits G**” are copies of invoices rendered by Picassofish as follows:
  - Picassofish Invoice #39 dated June 1, 2020;
  - Picassofish Invoice #266 dated December 1, 2020;
  - Picassofish Invoice #342 dated January 1, 2021;
  - Picassofish Invoice #389 dated February 3, 2021;
  - Picassofish Invoice #438 dated March 1, 2021;
  - Picassofish Invoice #515 dated April 6, 2021;
  - Picassofish Invoice #580 dated May 1, 2021;
  - Picassofish Invoice #662 dated June 7, 2021;
  - Picassofish Invoice #725 dated June 30, 2021;
  - Picassofish Invoice #732 dated June 30, 2021;
  - Picassofish Invoice #849 dated August 27, 2021;
  - Picassofish Invoice #861 dated August 31, 2021.
9. Attached hereto as “**Exhibit H**” is a copy of the Proof of Claim filed by 2745384 Ontario Inc (GPMC Management Services) on June 27, 2023.
10. Attached hereto as “**Exhibit I**” is a copy of a letter from Ms. Orkin to Raj Sahni and Paul van Eyk (“the Monitor”) dated March 8, 2023.
11. Attached hereto as “**Exhibit J**” is a copy of a series of emails from Ms. Orkin to the Monitor, dated on various dates between March 8 and May 16, 2023.

12. Attached hereto as “**Exhibit K**” is a copy of an email from Ms. Orkin to the Monitor dated September 8, 2023.

13. I affirm this affidavit in support of Mandy Cox’s response to the Motion for a Mareva Injunction and for no other reason.

AFFIRMED BEFORE ME )  
via videoconference in the City of Toronto )  
in the Province of Ontario on November 10, 2023 )  
in accordance with O. Reg. 431/20, )  
Administrating Oath or Declaration Remotely. )

*Elizabeth Lalonde*

**ELIZABETH LALONDE**



\_\_\_\_\_  
A Commissioner for taking affidavits etc. (or as may be)

Tanya Atherfold-Desilva, a Commissioner, etc.  
Province of Ontario for Goldblatt Partners LLP,  
Barristers and Solicitors. Expires September 8,  
2024.

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

**AFFIRMED BEFORE ME  
this 10th day of November, 2023**



---

A Commissioner, etc.



Employer's name - Nom de l'employeur

**ORIGINAL TRADERS ENERGY LP  
1110 HWY # 54  
CALEDONIA ON N3W 2G9  
CANADA**

Canada Revenue  
Agency

Agence du revenu  
du Canada

**T4**

**Statement of Remuneration Paid  
État de la rémunération payée**

**5**

Year  
Année

**2018**

Employment income - line 101  
Revenus d'emploi - ligne 101

14 **50865 39**

Income tax deducted - line 437  
Impôt sur le revenu retenu - ligne 437

22 **10691 39**

Employer's account number/Numéro de compte de l'employeur

54 **784930489RP0001**

Province of employment  
Province d'emploi

10 **ON**

Employee's CPP contributions - line 308  
Cotisations de l'employé au RPC - ligne 308

16 **2404 48**

EI insurable earnings  
Gains assurables d'AE

24 **50865 39**

Social insurance number  
Numéro d'assurance sociale

12 [Redacted]

Exempt - Exemption  
CPP/QPP EI PPIP  
RPC/RRQ AE RPAP

Employment code  
Code d'emploi

29 [Redacted]

Employee's QPP contributions - line 308  
Cotisations de l'employé au RRQ - ligne 308

17 [Redacted]

CPP/QPP pensionable earnings  
Gains ouvrant droit à pension - RPC/RRQ

26 **50865 39**

Employee's EI premiums - line 312  
Cotisations de l'employé à l'AE - ligne 312

18 **844 36**

Union dues - line 212  
Cotisations syndicales - ligne 212

44 [Redacted]

RPP contributions - line 207  
Cotisations à un RPA - ligne 207

20 [Redacted]

Charitable donations - line 349  
Dons de bienfaisance - ligne 349

46 [Redacted]

Pension adjustment - line 206  
Facteur d'équivalence - ligne 206

52 [Redacted]

RPP or DPSP registration number  
N d'agrément d'un RPA ou d'un RPDB

50 [Redacted]

Employee's PPIP premiums - see over  
Cotisations de l'employé au RPAP - voir au verso

55 [Redacted]

PPIP insurable earnings  
Gains assurables du RPAP

56 [Redacted]

Employee's name and address - Nom et adresse de l'employé

Last name (in capital letters) - Nom de famille (en lettres moulées)

**SMITH**

First name - Prénom

**MANDY**

Initial - Initiale

**M**

Address - Adresse

**105 ROCKCLIFFE RD.**

**DUNDAS ON**

Postal code - Code postal

**CANADA**

**L9H 7N6**

Other information (see over) Autres renseignements (voir au verso)	Box - Case	Amount - Montant	Box - Case	Amount - Montant	TGYB001TGYB		OTE007	
	Box - Case	Amount - Montant	Box - Case	Amount - Montant	Box - Case	Amount - Montant	Box - Case	Amount - Montant
	[Redacted]		[Redacted]		[Redacted]		[Redacted]	
	[Redacted]		[Redacted]		[Redacted]		[Redacted]	

To be kept by the employer or payer  
À conserver par l'employeur ou le payeur

4 T4 (18) Protected B when completed / Protégé B une fois rempli

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

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.



## Corporate Profile / Profil corporatif

<b>Date and time of Corporate Profile (YYYY-MM-DD)</b>	2023-11-09 12:59 PM	<b>(AAAA-MM-JJ) Date et heure du Profil corporatif</b>
--	---------------------	--

CORPORATE INFORMATION		RENSEIGNEMENTS CORPORATIFS
<b>Corporate name</b>	<b>Dénomination</b>	
	Atomic Beaver Corporation	
<b>Corporation number</b>	373036-1	<b>Numéro de société ou d'organisation</b>
<b>Business number</b>	867331043RC0001	<b>Numéro d'entreprise</b>
<b>Governing legislation</b>	<b>Régime législatif</b>	
	<i>Canada Business Corporations Act (CBCA) - 2000-03-09</i> <i>Loi canadienne sur les sociétés par actions (LCSA) - 2000-03-09</i>	
<b>Status</b>	<b>Statut</b>	
	Active	
	Active	

REGISTERED OFFICE ADDRESS	ADRESSE DU SIÈGE
	62 BERKLEY CRESCENT SIMCOE ON N3Y 2K5 Canada

ANNUAL FILINGS	DÉPÔTS ANNUELS	
<b>Anniversary date (MM-DD)</b>	03-09	<b>(MM-JJ) Date anniversaire</b>
<b>Filing period (MM-DD)</b>	03-09 to/au 05-08	<b>(MM-JJ) Période de dépôt</b>
<b>Status of annual filings</b>	<b>Statut des dépôts annuels</b>	
	Filed	2023
	Déposé	
	Filed	2022
	Déposé	
	Filed	2021
	Déposé	
<b>Date of last annual meeting (YYYY-MM-DD)</b>	2023-03-13	<b>(AAAA-MM-JJ) Date de la dernière assemblée annuelle</b>
<b>Type</b>	<b>Type</b>	
	Non-distributing corporation with 50 or fewer shareholders	
	Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins	

DIRECTORS		ADMINISTRATEURS
Minimum number	1	Nombre minimal
Maximum number	10	Nombre maximal
Current number	1	Nombre actuel
JOHN MATECSA	62 BERKLEY CRESCENT, SIMCOE ON N3Y 2K5, Canada	

CORPORATE HISTORY		HISTORIQUE CORPORATIF
<b>Corporate name history (YYYY-MM-DD)</b>		<b>(AAAA-MM-JJ) Historique de la dénomination</b>
2000-03-09 to / à 2022-01-25 2022-01-25 to present / à maintenant	PICASSO FISH CORPORATION Atomic Beaver Corporation	
<b>Certificates issued (YYYY-MM-DD)</b>		<b>(AAAA-MM-JJ) Certificats émis</b>
Certificate of Incorporation	2000-03-09	Certificat de constitution en société
Certificate of Amendment	2022-01-25	Certificat de modification
Amendment details: Corporate name		Renseignements concernant les modifications aux statuts : Dénomination sociale
Amendments details are only available for amendments effected after 2010-03-20. Some certificates issued prior to 2000 may not be listed.	Seuls les renseignements concernant les modifications effectuées après 2010-03-20 sont disponibles. Certains certificats émis avant 2000 pourraient ne pas être listés.	
<b>Documents filed (YYYY-MM-DD)</b>		<b>(AAAA-MM-JJ) Documents déposés</b>

The Corporate Profile sets out the most recent information filed with and accepted by Corporations Canada as of the date and time set out on the Profile.	Le Profil corporatif fait état des renseignements fournis et acceptés par Corporations Canada à la date et à l'heure indiquées dans le profil.
---	--

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

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.

Ministry of Public and  
Business Service Delivery

## Profile Report

2745384 ONTARIO INC. as of November 09, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2745384 ONTARIO INC.
Ontario Corporation Number (OCN)	2745384
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	February 28, 2020
Registered or Head Office Address	118 Main St N, Waterdown, Ontario, Canada, L0R 2H0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Director(s)**

Minimum Number of Directors 1  
Maximum Number of Directors 9

Name MANDY COX  
Address for Service 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6  
Resident Canadian Yes  
Date Began February 28, 2020

Name GLENN PAGE  
Address for Service 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6  
Resident Canadian Yes  
Date Began February 28, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Officer(s)**

**Name** MANDY COX  
**Position** President  
**Address for Service** 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6  
**Date Began** February 28, 2020

**Name** GLENN PAGE  
**Position** Secretary  
**Address for Service** 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6  
**Date Began** February 28, 2020

**Name** GLENN PAGE  
**Position** Treasurer  
**Address for Service** 2057 Parklane Cres, Burlington, Ontario, Canada, L7M 3V6  
**Date Began** February 28, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



**Corporate Name History**

**Name**

2745384 ONTARIO INC.

**Effective Date**

February 28, 2020

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Active Business Names**

<b>Name</b>	PICASSOFISH CREATIVE DESIGN
<b>Business Identification Number (BIN)</b>	300303641
<b>Registration Date</b>	March 16, 2020
<b>Expiry Date</b>	March 15, 2025

<b>Name</b>	GPMC MANAGEMENT SERVICES
<b>Business Identification Number (BIN)</b>	300258399
<b>Registration Date</b>	March 04, 2020
<b>Expiry Date</b>	March 03, 2025

<b>Name</b>	PICASSOFISH
<b>Business Identification Number (BIN)</b>	300303500
<b>Registration Date</b>	March 16, 2020
<b>Expiry Date</b>	March 15, 2025

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Expired or Cancelled Business Names**

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Document List**

<b>Filing Name</b>	<b>Effective Date</b>
CIA - Initial Return PAF: GLENN PAGE - DIRECTOR	March 04, 2020
BCA - Articles of Incorporation	February 28, 2020

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

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

**AFFIRMED BEFORE ME  
this 10th day of November, 2023**

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

---

A Commissioner, etc.

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** is made as of the 9<sup>th</sup> day of March, 2020,

**BETWEEN:**

**PICASSO FISH CORPORATION**  
a corporation incorporated pursuant to  
the federal laws of Canada

(hereafter referred to as the "Vendor")

- and -

**2745384 ONTARIO INC.**  
a corporation incorporated pursuant to  
the laws of the Province of Ontario

(hereafter referred to as the "Purchaser")

**WHEREAS** the Purchaser is desirous of purchasing and the Vendor is desirous of selling certain assets of the Vendor, as more particularly set out herein, which assets are used by the Vendor in connection with the operation of a business providing banding, website design, print design, print brokering, promotional products and on-line promotions services to businesses (the "Business");

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the payments and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. PURCHASE AND SALE OF PURCHASED ASSETS

#### 1.1 PURCHASED ASSETS

Subject to the provisions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, effective as of the close of business on the Closing Date (as defined in Section 5.1 below), all of the following property and assets:

- (a) Customers List: A list of all customers of the Business (the "Customer List"), and all contact information for the customers, along with historical sales data for all such customers ("Customers");
- (b) Goodwill: Any and all right, title, and interest of the Vendor in and to the goodwill associated with the Business, the Customers, and the Customer List ("Goodwill");
- (c) Artwork: All artwork (in digital format) and all other digital files used by the Vendor in connection with the Business and the Customers, which is necessary for the continued conduct of the Business (the "Artwork"); and
- (d) Supplier List: A list of all suppliers that supply any items of inventory used in the Business, by name, address, and contact information (the "Supplier List");

(all of which are collectively referred to herein as the "Purchased Assets").

pcn

JA

## 1.2 EXCLUDED ASSETS

The Purchaser acknowledges and agrees that any assets of the Vendor not specifically set forth herein and included as part of the Purchased Assets shall be excluded from the sale herein, including without limitation any inventory, work in progress, unfilled/pending orders, motor vehicles, computer equipment, office furniture and equipment, cash, accounts receivable, intellectual property, and other tangible or intangible assets that are used by the Vendor in connection with the operation of its web hosting business.

## 2. PURCHASE PRICE AND TAXES

### 2.1 PURCHASE PRICE

The purchase price for the Purchased Assets shall be the amount of \$15,000.00 plus the value of any Inventory on hand (not including any excluded redundant Inventory), which shall be calculated and based upon the Vendor's cost thereof (collectively the "Purchase Price"), and shall be allocated as follows:

- (a) <sup>PSM</sup> \$7,000.00 for the Goodwill;
- (b) <sup>H</sup> \$7,000.00 for the Customer List;
- (c) \$500.00 for the Artwork; and
- (d) \$500.00 for the Supplier List.

### 2.2 PAYMENT OF PURCHASE PRICE

The Purchase Price shall be paid and satisfied in certified funds on the Closing Date, payable to the Vendor's lawyer in trust, or as the Vendor may direct.

### 2.3 GST/HST ELECTION FORM

The Vendor and Purchaser both agree to jointly elect under section 167(1) of the *Excise Tax Act* (Canada) to exempt the purchase and sale herein from the application of Harmonized Sales Act ("HST"), in prescribed form (GST Form 44E) (the "GST/HST Election Form"). The Purchaser agrees to file the GST/HST Election Form with its HST return for the period in which the Closing Date falls, and to indemnify the Vendor from any HST if the exemption is not available or if the Purchaser fails to file the GST/HST Election Form within the prescribed or required time.

## 3. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

3.1 The Vendor represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

- (a) Title: The Vendor is the owner of the Purchased Assets with good and marketable title thereto, free and clear of all liens, claims, demands, or other encumbrances, such that the Purchaser will acquire title to the Purchased Assets free and clear of any claims, liens, or encumbrances whatsoever;
- (b) Capacity: The Vendor is duly incorporated and organized, and validly subsisting under the federal laws of Canada. The Vendor is not in default in the filing of any required notices with the Ministry of Government Services, and the officers and directors of the Vendor are duly and correctly recorded with such Ministry;
- (c) Authorization: The Vendor has the requisite power and authority to sell the Purchased Assets to the Purchaser, and the sale of the Purchased Assets herein has been duly

PSM

- authorized by resolution of the director(s) of the Vendor, or if necessary, by special resolution of the shareholder(s) of the Vendor;
- (d) Residency: The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
  - (e) Financial/Sales Records: The financial and sales records of the Business, as provided by the Vendor to the Purchaser, are true, correct, complete, and accurate as to the matters noted therein and thereon;
  - (f) Customer Information: The information (name, address, contact information, contact person, etc.) relating to the Customers as set out on the Customer List provided by the Vendor, and all of the historical "sales by Customer" information provided by the Vendor to the Purchaser, is true, correct, complete, and accurate as to the matters noted therein and thereon. All personal information contained in the Customer List has been or will be provided to the Purchaser has been provided solely for the purpose of this Agreement and is necessary to carry on the Business;
  - (g) Supplier List: The information (name, address, contact information, contact person, etc.) relating to the suppliers, as set out on the Supplier List to be delivered on the Closing Date, is true, correct, complete, and accurate as to the matters noted therein and thereon;
  - (h) Liabilities: The Vendor shall pay and satisfy all liabilities of the Business arising up to and including the Closing Date, including all obligations to suppliers, employees, and to any governmental authorities for taxes of any nature and kind whatsoever; and
  - (i) Status as Registrant: The Vendor is a registrant under the *Excise Tax Act* (Canada) for the purposes of charging, collecting, and remitting Goods and Services Tax ("GST") and HST, and its registration number thereunder is: 867331043RT0001.

3.2 The representations and warranties of the Vendor herein shall survive the closing of the purchase and sale herein for a period of two (2) years from the Closing Date.

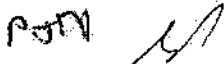
#### 4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

4.1 The Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

- (a) Capacity: The Purchaser is duly incorporated and organized, and validly subsisting under the laws of the Province of Ontario. The Purchaser is not in default in the filing of any required notices with the Ministry of Government Services, and the officers and directors of the Purchaser are duly and correctly recorded with such Ministry;
- (b) Customer Information: All personal information contained in the Customer List that has been or will be provided to the Purchaser has been received solely for the purposes contemplated by this Agreement, such information will be maintained as confidential subsequent to the date hereof and used only for the purposes for which it was collected or permitted to be used prior to the date hereof, and in each case subject to the withdrawal of consent in accordance with applicable law.
- (c) Authorization: The Purchaser has the requisite power and authority to purchase the Purchased Assets from the Vendor, and the purchase of the Purchased Assets herein has been duly authorized by resolutions of the director(s) of the Purchaser.
- (d) Residency: The Purchaser is "Canadian" within the meaning of the *Investment Canada Act* (Canada); and

PST



- (e) Status as Registrant: The Purchaser is a registrant under the *Excise Tax Act (Canada)* for the purposes of charging, collecting, and remitting GST and HST, and its registration number thereunder is: \_\_\_\_\_ 

4.2 The representations and warranties of the Purchaser herein shall survive the closing of the purchase and sale herein for a period of two (2) years from the Closing Date.

## 5. CLOSING AND DELIVERIES

5.1 The closing date shall be March 31, 2020 (the "Closing Date"), or such other date as the Vendor and Purchaser may mutually agree upon.

5.2 The closing shall take place at the offices of the Vendor's lawyer, or at such other place as the parties may agree upon, at 11:00am on the Closing Date, or at such other time and day as the parties may mutually agree upon (in any event, the "Closing").

5.3 On Closing, the Purchaser shall pay and deliver the Purchase Price, and the Vendor shall effectuate the transfer of the Purchased Assets in the following manner:

- (a) The Vendor shall execute and deliver an Assignment Agreement for the assignment and transfer of the Customers and the Goodwill, specifically an assignment of the registered business name "Picasso Fish", and an undertaking to cancel the Vendor's business registration of said name in form satisfactory to Purchaser's counsel; and
- (b) The Vendor shall deliver the Customer List and all additional records relating to the Customers, the Artwork, and the Supplier List, and all other files related to the purchased assets in a manner to be mutually agreed with the Purchaser.

5.4 On Closing, the Vendor and the Purchaser agree to the following additional deliveries:

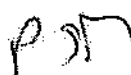
- (a) Each will deliver to the other an Affidavit of Residency;
- (b) Each will deliver to the other a Certificate of Incumbency and a Certified copy of that party's board of director(s) resolutions authoring the purchase or sale of the Purchased Assets herein;
- (c) Each will deliver to the other such receipt or receipts as may be appropriate, acknowledging receipt of the Purchase Price (by the Vendor) and receipt of the Purchased Assets (by the Purchaser);
- (d) Each will execute and deliver the GST/HST Election Form;
- (e) The Vendor and its principal will deliver to the Purchaser and its principal the Non-Competition Agreement referred to in sub-section 6.1(d) below.

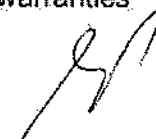
## 6. CONDITIONS OF CLOSING

### 6.1 VENDOR'S CLOSING REQUIREMENTS

The obligation of the Purchaser to close shall be subject to the performance of or fulfilment by the Vendor of the following terms and conditions, which are for the exclusive benefit of the Purchaser, and which may be waived at the Purchaser's option:

- (a) Representations and Warranties: The representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects on the Closing Date, with the same force and effect as if such representations and warranties were made at such time;





- (b) Covenants: All of the covenants of this agreement to be complied with or performed by the Vendor at or before the Closing Date shall have been complied with or performed in all material respects to the satisfaction of the Purchaser;
- (c) Deliveries: The Vendor shall have delivered to the Purchaser the Assignment and physical delivery of the Purchased Assets as contemplated by section 5.3 above, and all deliveries contemplated by section 5.4 above; and
- (d) Non-Competition: The Vendor and its principal shall have executed and delivered a satisfactory Non-Competition Agreement in favour of the Purchaser, agreeing to not compete in the web design, branding, printing, and promotional products business for a period of five (5) years, and agreeing to refer any and all inquiries for the Business to the Purchaser following the Closing Date, in form and content attached hereto as Schedule A.

If any of the conditions contained in this section 6.1 shall not be performed or fulfilled at or prior to the Closing Date to the satisfaction of the Purchaser, acting reasonably, the Purchaser may, by notice in writing given to the Vendor or its lawyer, terminate this agreement and the obligations of the Vendor and the Purchaser hereunder. Any such condition may be waived in whole or in part by the Purchaser without prejudice to any claims it may have for breach of covenant, representation or warranty.

## 6.2 PURCHASER'S CLOSING REQUIREMENTS

The obligation of the Vendor to close shall be subject to the performance of or fulfillment by the Purchaser of the following terms and conditions, which are for the exclusive benefit of the Vendor, and which may be waived at the Vendor's option:

- (a) Representations and Warranties: The representations and warranties of the Purchaser contained in this agreement shall be true and correct in all material respects on the Closing Date, with the same force and effect as if such representations and warranties were made at and as of such time;
- (b) Covenants: All of the terms, covenants and conditions of this agreement to be complied with or performed by the Purchaser at or before the Closing Date shall have been complied with or performed in all material respects to the satisfaction of the Vendor, including the payment of the Purchase Price.
- (c) Deliveries: The Purchaser shall have delivered to the Vendor the Purchase Price as contemplated by section 5.3 above, and all deliveries contemplated by section 5.4 above.

If any of the conditions contained in this section 6.2 shall not be performed or fulfilled at or prior to the Closing Date to the satisfaction of the Vendor acting reasonably, the Vendor may, by notice given in writing to the Purchaser or its lawyer, terminate this agreement and the obligations of the Vendor and the Purchaser hereunder. Any such condition may be waived in whole or in part by the Vendor without prejudice to any claims it may have for breach of covenant, representation or warranty.

## 7. MISCELLANEOUS

### 7.1 FURTHER ASSURANCES

Each of the Vendor and Purchaser covenants and agrees that it will at all times after the Closing Date, at the expense of the requesting party, promptly execute and deliver all such documents, including, without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the other party, acting

PS

AP

reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

#### 7.2 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

The parties agree that the representations and warranties given by each in this Agreement, and the obligation to perform their respective covenants herein, shall survive the closing of this transaction and shall continue in full force and effect from the Closing Date for a period of two (2) years, unless otherwise stated herein or in a related document or agreement delivered concurrently herewith.

#### 7.3 AMENDMENTS AND WAIVERS

No amendment or waiver of any provision of this Agreement shall be binding on either party unless made in writing and signed by the party that is to be bound by same. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided.

#### 7.4 SCHEDULE

Schedule A attached hereto forms a part of this Agreement.

#### 7.5 ENTIRE AGREEMENT

This Agreement, the Schedule attached hereto, and the documents and agreements to be delivered pursuant hereto, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

#### 7.6 TIME OF ESSENCE

Time shall be of the essence of this Agreement.

#### 7.7 APPLICABLE LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the jurisdiction of the Courts of the Province of Ontario, and all courts competent to hear appeals therefrom.

(section 7.8 and signature page to follow)

PJM



7.8 SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties as of the date first written above.

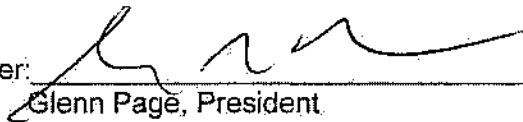
SIGNED, SEALED AND DELIVERED  
in the presence of

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

PICASSO FISH CORPORATION

Per:   
John Matesca, President

2745384 ONTARIO INC.

Per:   
Glenn Page, President

*PJM*



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

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.

Ministry of Public and  
Business Service Delivery

## Profile Report

PICASSOFISH as of November 09, 2023

Act	Business Names Act
Type of Filing	Business Name Registration - Corporation
Name	PICASSOFISH
Business Identification Number (BIN)	300303500
Registration Status	Active
Registration Date	March 16, 2020
Expiry Date	March 15, 2025
Principal Place of Business	118 Main Street North, Waterdown, Ontario, Canada, L0R 2H0
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Registrant Information**

<b>Name</b>	2745384 ONTARIO INC.
<b>Type</b>	Ontario Business Corporation
<b>Status</b>	Active
<b>Ontario Corporation Number (OCN)</b>	2745384
<b>Governing Jurisdiction</b>	Canada - Ontario
<b>Registered or Head Office Address</b>	118 Main St N, Waterdown, Ontario, Canada, L0R 2H0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Person Authorizing Registration**

**Individual Name**

**Address for Service**

GLENN PAGE

[Not Provided] [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



**Document List**

<b>Filing Name</b>	<b>Effective Date</b>
Business Name Registration for a Corporation PAF: GLENN PAGE	March 16, 2020

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

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

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.

Ministry of Public and  
Business Service Delivery

## Profile Report

PICASSOFISH CREATIVE DESIGN as of November 09, 2023

Act	Business Names Act
Type of Filing	Business Name Registration - Corporation
Name	PICASSOFISH CREATIVE DESIGN
Business Identification Number (BIN)	300303641
Registration Status	Active
Registration Date	March 16, 2020
Expiry Date	March 15, 2025
Principal Place of Business	118 Main Street North, Waterdown, Ontario, Canada, L0R 2H0
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

A handwritten signature in black ink, appearing to read "V. Quintanilla W.".

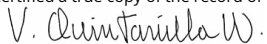
Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Registrant Information**

<b>Name</b>	2745384 ONTARIO INC.
<b>Type</b>	Ontario Business Corporation
<b>Status</b>	Active
<b>Ontario Corporation Number (OCN)</b>	2745384
<b>Governing Jurisdiction</b>	Canada - Ontario
<b>Registered or Head Office Address</b>	118 Main St N, Waterdown, Ontario, Canada, L0R 2H0

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

**Person Authorizing Registration**

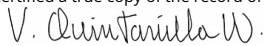
**Individual Name**

**Address for Service**

GLENN PAGE

[Not Provided] [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided], [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

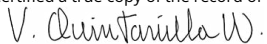
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Business Name Registration for a Corporation PAF: GLENN PAGE	March 16, 2020

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.



Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

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

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2020-06-01	39

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
554		Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------





PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2020-12-01	266

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
1388	Due on receipt	Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-01-01	342

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
1457	Due on receipt	Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-02-03	389

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
1541	Due on receipt	Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-03-01	438

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
1645	Due on receipt	Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-04-06	515

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
1817	Due on receipt	Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-05-01	580

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
1838	Due on receipt	

Qty	Description	Rate	Amount
	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-06-07	662

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
1983	Due on receipt	

Qty	Description	Rate	Amount
	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-06-30	725

Invoice To
OTEUSA LLC Lansing, MI

Project	Terms	FAO
2096	Due on receipt	Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	1,020.50	1,020.50

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$1,020.50
---	-------------------------





PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-06-30	732

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
2112	Due on receipt	Glenn Page

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-08-27	849

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
	Due on receipt	

Qty	Description	Rate	Amount
4	Marketing Services Rendered retroactive billing for August	4,000.00	16,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$16,000.00
---	--------------------------



PO Box 1063  
Waterdown, ON L0R 2H0

# Invoice

Date	Invoice #
2021-08-31	861

Invoice To
Original Traders Energy 1110 Hwy 54 Unit A Caledonia, ON N3W 2G9

Project	Terms	FAO
2304	Due on receipt	

Qty	Description	Rate	Amount
1	Marketing Services Rendered	4,000.00	4,000.00

<b>Sales Tax Summary</b>	
Total Tax	0.00

Please note our new billing address and payment instructions. Remit payment by cheque or e-transfer to <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> If you prefer to pay by direct deposit, email <a href="mailto:accounting@picassofish.com">accounting@picassofish.com</a> for details.	<b>Total</b> \$4,000.00
---	-------------------------

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

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

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

**PROOF OF CLAIM**

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

(collectively, the "OTE Group")

**1. PARTICULARS OF CLAIMANT**

- |                                       |  |
|---------------------------------------|--|
| (a) Full Legal Name of Claimant:      | 2745384 Ontario Inc.<br><hr/>  |
| (b) Full Mailing Address of Claimant: | 118 Main Street North<br>Waterdown, ON<br>L0R 2H0<br><hr/><br><hr/><br><hr/>   |
| (c) Telephone Number of Claimant:     | <hr/>  |
| (d) Facsimile Number of Claimant:     | <hr/>  |
| (e) E-mail Address of Claimant:       | mandy@gpmcholdings.ca, with a copy to<br>jorkin@goldblattpartners.com and<br>nshelsen@goldblattpartners.com<br><hr/> |
| (f) Attention (Contact Person):       | Mandy Cox<br>Jessica Orkin & Natai Shelsen (Goldblatt Partners LLP)  |

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

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

(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original Claimant(s): \_\_\_\_\_

3. **PROOF OF CLAIM**

**THE UNDERSIGNED CERTIFIES AS FOLLOWS:**

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

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

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

Applicable OTE Group Debtor(s)	Pre-Filing Claim Amount	Restructuring Period Claim Amount	Secured, Priority Unsecured, or Unsecured	Value of Security, if any
Original Traders Energy LP and OTE Logistics LP	\$2,729,107.30 (plus costs and interest)		Unsecured	

4. **PARTICULARS OF CLAIM:**

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

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

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

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

## 5. **FILING OF CLAIM**

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

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

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

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

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

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

DATED at Ravello, Italy this 26th day of June, 2023.



*(signature of Claimant or its authorized representative)*

Name: Mandy Cox

Title: Director

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

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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

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

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

**SCHEDULE "A" TO PROOF OF CLAIM  
FILED BY 2745384 ONTARIO INC AGAINST ORIGINAL TRADERS ENERGY LP  
AND OTE LOGISTICS LP**

1. The Claimant 2745384 Ontario Inc. ("GPMC Management Services" or the "Claimant") files this Schedule "A" to the Proof of Claim dated June 26, 2023 pursuant to the Claims Procedure Order ("CPO") granted on April 27, 2023 in the *Companies' Creditors Arrangement Act* (Canada) proceedings of Original Traders Energy Ltd. ("OTE GP") and 2496750 Ontario Inc. ("OTE Logistics GP") bearing Court File No. CV-23-00693758-00CL. Capitalized terms not otherwise defined have the meanings given to them in the CPO.
2. As described below, GPMC Management Services has the following Claims against Original Traders Energy LP ("OTE LP") and OTE Logistics LP:
  - a) A Pre-Filing Claim in the amount of **\$118,950.00** for services rendered to OTE LP and OTE Logistics LP prior to the termination of the Service Agreement (as defined at paragraph 10 herein);
  - b) A Pre-Filing Claim in the amount of **\$1,528,875.00** (or, in the strict alternative, **\$175,500.00**), for losses associated with the profit lost over the remaining term of the Service Agreement (or, in the strict alternative, over the period of reasonable notice of termination), as a result of the loss of the service fees payable by OTE LP;
  - c) A Pre-Filing Claim in the amount of **\$322,083.00** (or, in the strict alternative, **\$36,972.00**), for losses associated with the profit lost over the remaining term of the Service Agreement



(or, in the strict alternative, over the period of reasonable notice of termination), as a result of the loss of the service fees payable by OTE Logistics LP;

- d) A Pre-Filing Claim in the amount of **\$287,735.22** for losses associated with the continued employment and/or termination of employment of certain employees following the wrongful termination of the Service Agreement by OTE LP and OTE Logistics LP;
- e) A Pre-Filing Claim in the amount of **\$221,464.08** or, in the strict alternative, **\$54,236.10**, for losses associated with maintaining office space that exceeds the needs of GPMC Management Services over the remaining term of the lease (or, in the strict alternative, over the period of reasonable notice of termination) as a result of the wrongful termination of the Service Agreement by OTE LP and OTE Logistics LP;
- f) A Pre-Filing Claim in the amount of **\$250,000.00** for punitive damages;
- g) With respect to the above, GPMC Management Services seeks pre-judgment and post-judgment interest on any amounts awarded with respect to the Claims and in accordance with the *Courts of Justice Act*, RSO 1990 c C43; and
- h) With respect to the above, GPMC Management Services seeks its legal costs associated with the Claims described herein.

3. The Claimant reserves the right to set off the Claims described herein against any liability it may have or be found to have to the OTE Group or any member of the OTE Group, including without limitation any liability arising from the claims made against it by the OTE Group or any member of the OTE Group in the Statement of Claim in court file number CV-22-00688572 (the “Action”).

4. GPMC Management Services has not yet defended the Action as it has been stayed pursuant to the Initial Order. GPMC Management Services expressly denies each and every allegation set out in the Action. The present Claim does not in any way limit the scope of GPMC Management Services’ defence in respect of the Action.

5. It is the position of GPMC Management Services that the claims described herein must be tried and determined together with any claims of any member of the OTE Group against GPMC

Management Services and/or against any other entities and/or individuals that arise from or relate to the facts and circumstances referenced herein, including the claims by the OTE Group and others raised in the Action.

6. This Claim is in addition and without prejudice to any claims that GPMC Management Services may have against third parties to these proceedings.

7. The Claimant reserves the right to amend, revise, or supplement its Proof of Claim, including without limitation to provide additional information or documentation in support of its Claim, including any information or documentation that is in the possession or control of the OTE Group and/or the Monitor and not available to the Claimant, and/or to file additional proof of claims for any additional claims, including for any claims that have not or cannot be identified or quantified at this time.

#### **Service Agreement between GPMC Management Services and OTE LP & OTE Logistics LP**

8. GPMC Management Services is an Ontario-based company established in February 2020 that provides operational support services to a number of business entities. Mandy Cox and Glenn Page are the directors of GPMC Management Services, and Mandy Cox is its Chief Operating Officer. It is wholly-owned by Mandy Cox and Glenn Page.

9. GPMC Management Services was established in February 2020, in part, to provide services to OTE LP. Mandy Cox had been an employee of OTE LP from May 2018 until March 2019, and while an employee of OTE LP, she had been responsible for managing payroll for OTE LP's employees. Following the termination of Ms. Cox's employment with OTE LP in March 2019, Ms. Cox continued to provide payroll management services to OTE LP on a contract basis. Ms. Cox continued to provide these payroll management services to OTE LP at the specific request of Scott Hill. When GPMC Management Services was founded, it assumed responsibility for the provision of these payroll management services to OTE LP, in exchange for service fees.

10. As OTE LP expanded its business, the scope of the services provided by GPMC Management Services to OTE LP expanded as well. On or around April 1, 2021, the parties formalized their relationship by way of a written service agreement whereby GPMC Management Services agreed to provide certain services to OTE LP and OTE Logistics LP in exchange for a

fee (the “Service Agreement” or “Agreement”). A copy of the Service Agreement is appended to this claim as **Appendix A**.

11. In concluding the Service Agreement, the parties included, in Schedule 1 of the Agreement, a description of the range of services that they anticipated that GPMC Management Services would provide over the term of the contract. As set out below, provision of these services by GPMC Management Services was rolled out over the course of 2021 and 2022.

12. The term of the Service Agreement commenced on April 1, 2021 and was to terminate on March 31, 2031. It could be extended upon written agreement between the parties.

13. Beginning in or around late July 2021, GPMC Management Services began providing bookkeeping services to OTE LP, in addition to payroll management services. Prior to late July 2021, OTE LP’s bookkeeping work was performed in-house by Sandra Smoke and/or Paula Anderson. When Paula Anderson ceased providing these services to OTE LP in or around July 2021, OTE LP encountered difficulties hiring staff to meet its bookkeeping needs. Eventually, OTE LP retained GPMC Management Services to provide bookkeeping services to supplement and support OTE LP’s in-house capacity.

14. It was understood by the parties that this bookkeeping support was being provided by GPMC Management Services to OTE LP on a temporary basis, until OTE LP could hire the staff necessary to fulfill this function entirely in-house. After July 2021, OTE LP employees continued to perform various bookkeeping functions in-house, including in relation to day-to-day accounts receivables and entry of fuel-related supplier invoices and office expenses, as well as reconciliation of certain bank accounts.

15. When GPMC Management Services was retained to assist OTE LP with bookkeeping in late July 2021, OTE LP had an existing backlog of incomplete bookkeeping records and its bookkeeping entries were approximately six to eight months behind. As of the termination of the Service Agreement in late July 2022, this backlog had not been cleared, and OTE LP’s bookkeeping had not been brought up to date.

16. Also in late July 2021, GPMC Management Services began providing additional services to OTE LP, including payment of supplier invoices through OTE LP’s online banking platform

and HST submissions as directed by OTE LP. As of February 2022, it began providing human resources support for hiring. GPMC Management Services continued to provide these services to OTE LP until the Service Agreement was terminated in July 2022.

17. In or around January and February 2021, GPMC Management Services began providing services to OTE Logistics LP, including payroll management services, bookkeeping services, payment of payables and interfacing with OTE Logistics LP's accountants as necessary. In February 2022, it began providing human resources support for hiring and policies, and in April 2022, it began providing operational support to fleet operations. GPMC Management Services continued to provide these services until the Service Agreement was terminated in July 2022.

18. Beginning in or around September 2021, GPMC Management Services began providing office space at its Burlington office for certain members of OTE LP and OTE Logistics LP's executive team. OTE LP's head office is located on the reserve of Six Nations of the Grand River First Nation. As a result of restrictions imposed by Chief and Council of Six Nations of the Grand River First Nation in response to the COVID-19 pandemic, it became challenging for individuals who were not members of the First Nation to reliably access the reserve. As a result, Glenn Page, the President of OTE LP's general partner OTE GP, was unable to attend at the OTE offices and required office space elsewhere to perform his duties. Brian Page, Vice-President of OTE Logistics LP, also had office space at the GPMC Management Services office in Burlington.

19. Pursuant to the Service Agreement, GPMC Management Services provided the agreed-upon operational support services to OTE LP and OTE Logistics LP. GPMC Management Services invoiced OTE LP and OTE Logistics LP respectively on a weekly basis for work performed in the preceding week. At the time of termination of the Service Agreement, OTE LP was paying \$37,500/week for services received from GPMC Management Services, and OTE Logistics LP was paying \$7,900/week for services received from GPMC Management Services.

#### **Breach of Service Agreement by OTE LP and OTE Logistics LP**

20. On or around the end of July 2022, OTE LP and OTE Logistics LP breached the Service Agreement by unilaterally terminating the Agreement without cause. In addition, or in the alternative, OTE LP and OTE Logistics LP breached the Service Agreement by terminating the

Agreement without providing the notice to GPMC Management Services required under the Agreement.

21. In addition, or in the further alternative, given the nature of the relationship between GPMC Management Services and OTE LP, and, in particular, the fact that GPMC Management Services was created in part to provide services to OTE LP, the failure of OTE LP and OTE Logistics LP to provide notice of alleged default and the manner in which they terminated their Service Agreement with GPMC Management Services constituted a breach of their contractual duty of good faith towards GPMC Management Services.

22. The Service Agreement specifies that it can only be terminated for cause. Under the terms of the Service Agreement, the party alleging cause must provide written notice to the other party specifying the alleged default, and must provide a minimum period of five days to remedy the default. The Agreement provides for termination only if the default is not remedied within the notice period given, or such longer period of time as may be reasonably required to remedy the default given the nature of the default.

23. In the absence of a termination for cause, the Agreement expires at the end of the term, unless the parties agree in writing to extend the term.

24. There was no cause for termination of the Service Agreement for either OTE LP or OTE Logistics LP. Until the unilateral and unlawful termination of the Service Agreement, GPMC Management Services had provided services to OTE LP and OTE Logistics LP in a reasonable and competent manner.

25. GPMC Management Services only became aware that the Agreement had been terminated by OTE LP and OTE Logistics LP when staff members of GPMC Management Services discovered on or around July 28, 2022 that their access had been removed to various online platforms that they used to provide services to OTE LP and OTE Logistics LP. The decision by OTE LP and OTE Logistics LP to revoke without notice the access credentials that had been issued to staff members of GPMC Management Services rendered it impossible for GPMC Management Services to fulfill its duties pursuant to the Agreement.

26. Neither OTE LP nor OTE Logistics LP provided written notice of default to GPMC Management Services, nor did they provide GPMC Management Services with the opportunity to remedy any alleged default. At no point prior to the termination of the Agreement did OTE LP or OTE Logistics LP provide any details to GPMC Management Services regarding any alleged default in the latter's performance of its obligations under the Agreement.

27. In the further strict alternative, in the event that the terms of the Service Agreement permitted OTE LP and OTE Logistics LP to terminate the Agreement without cause (which GPMC Management Services denies), OTE LP and OTE Logistics LP breached the Service Agreement by failing to provide reasonable notice of termination to GPMC Management Services. A reasonable notice period in the circumstances was twelve months. The failure of OTE LP and OTE Logistics LP to provide notice of termination and the manner in which they terminated their Service Agreement with GPMC Management Services constituted a breach of their contractual duty of good faith towards GPMC Management Services.

28. In reality, the decision of OTE LP and OTE Logistics LP to terminate the Service Agreement with GPMC Management Services was part of a broader campaign of deliberate actions undertaken in bad faith with the intention and goal of harming the business interests of Glenn Page, former President of OTE LP's general partner OTE GP, and shareholder and director of GPMC Management Services. This broader campaign on the part of the OTE Group, Miles Hill, Scott Hill and others operating under their direction and/or in response to their instigation is set out in greater detail in the Particulars of Claim filed on behalf of the Gen7 Station LPs.

#### **Claims relating to OTE LP and OTE Logistics LP's Breach of Contract**

29. Following the termination of the Service Agreement, OTE LP and OTE Logistics LP failed to pay certain invoices for services rendered prior to the termination of the Agreement, in breach of the Agreement.

30. With respect to OTE LP, the following invoices remain outstanding, for a total of \$75,700.00:

- a. Invoice #A0101475 dated July 18, 2022 in the amount of \$37,850.00 for services rendered from July 11-17, 2022. A copy of this invoice is appended to this claim as **Appendix B**.
  - b. Invoice #A0101478 dated July 25, 2022 in the amount of \$37,850.00 for services rendered from July 18-24, 2022. A copy of this invoice is appended to this claim as **Appendix C**.
31. With respect to OTE Logistics LP, the following invoices remain outstanding, for a total of \$15,800.00:
- a. Invoice #A0101440 dated May 30, 2022 in the amount of \$7,900 for services rendered from May 23-29, 2022. A copy of this invoice is appended to this claim as **Appendix D**.
  - b. Invoice #A0101477 dated July 25, 2022 in the amount of \$7,900.00 for services rendered from July 18-24, 2022. A copy of this invoice is appended to this claim as **Appendix E**.
32. GPMC Management Services also performed services for OTE LP and OTE Logistics LP during the week of July 25, 2022, prior to the termination of the Service Agreement on July 28, 2022, for which invoices had not been delivered as of the date of termination. GPMC Management Services claims payment for these services rendered, as set out in the following invoices:
- a. Invoice #A0101641 dated June 22, 2023 in the amount of \$22,710.00 for services rendered to OTE LP from July 25-July 27, 2022. A copy of this invoice is appended to this claim as **Appendix F**.
  - b. Invoice #A0101642 dated June 22, 2023 in the amount of \$4,740.00 for services rendered to OTE Logistics LP from July 25-July 27, 2022. A copy of this invoice is appended to this claim as **Appendix G**.
33. At the time of the wrongful termination of the Service Agreement by OTE LP and OTE Logistics LP, there was approximately 8 years and 8 months remaining on the term of the Agreement. OTE LP and OTE Logistics LP are liable for the reasonably foreseeable losses

suffered by GPMC Management Services over the remaining term of the Service Agreement as a direct result of the breach by OTE LP and OTE Logistics LP of the Service Agreement.

34. In addition to the outstanding invoices listed at paragraphs 30-32 above, GPMC Management Services claims \$2,360,157.30 from OTE LP and OTE Logistics LP in respect of the value of the losses that it suffered over the remaining term of the Service Agreement, as follows:

- a. \$1,528,875.00 for the value of the profit lost by GPMC Management Services over the remaining term of the Service Agreement as a result of the loss of the service fees payable by OTE LP under the Agreement, calculated on the basis of a profit margin of 9% and weekly service fees of \$37,500/week.
- b. \$322,083.00 for the value of the profit lost by GPMC Management Services over the remaining term of the Service Agreement as a result of the loss of service fees payable by OTE Logistics LP under the Agreement, calculated on the basis of a profit margin of 9% and weekly service fees of \$7,900/week.
- c. \$287,735.22 for costs associated with the continued employment and/or termination of employment of certain GPMC Management Services employees who were responsible for providing services to OTE LP and OTE Logistics LP. Following the unexpected termination of the Service Agreement, these employees had no work to perform, yet GPMC Management Services continued to incur the full costs of their employment. GPMC Management Services mitigated its damages where possible by deploying employees to other contracts. When it determined that there remained insufficient work to keep certain employees busy, it further mitigated its damages in August and September 2022 by laying off certain employees, incurring severance costs as a result. Further details regarding these costs, for which OTE LP and OTE Logistics LP are liable, are set out in **Appendix H** hereto.
- d. \$221,464.08 for costs associated with maintaining office space that exceeds the needs of GPMC Management Services following the termination of the Service Agreement until the end of the term of their current lease. In May 2021, GPMC



Management Services signed a lease for office space at 1005 Skyview Drive in Burlington, Ontario. On December 15, 2021, GPMC Management Services expanded the lease to include adjoining premises (the “Expansion Lease”). The Expansion Lease became effective as of February 1, 2022 with a term ending June 30, 2027. A copy of the original lease is appended as **Appendix I**. A copy of the Expansion Lease is appended as **Appendix J**. Since August 2022, GPMC Management Services has paid \$198,865.73 in rent, averaging \$18,078.70/month. A spreadsheet setting out the amounts paid to the landlord, 1191373 Ontario Inc., since August 2022 is appended as **Appendix K**. GPMC Management Services expanded its leased premises in part to meet its obligations to OTE LP and OTE Logistics LP under the Service Agreement, including to provide office space for OTE LP and OTE Logistics LP executives as required under the Service Agreement, and to accommodate the GPMC Management Services employees who were responsible for providing services to OTE LP and OTE Logistics LP. Prior to the unexpected termination of the Service Agreement, approximately 25% of the office space at GPMC Management Services’ premises was used for the fulfilment of GPMC Management Services’ obligations under the Service Agreement. Following the termination of the Service Agreement, GPMC Management Services has had no need for this office space, and it has been vacant.

35. In the strict alternative, in the event that the terms of the Service Agreement permitted OTE LP and OTE Logistics LP to terminate the Agreement without cause (which GPMC Management Services denies), in addition to the outstanding invoices listed at paragraphs 30-32 above, GPMC Management Services claims \$554,443.32 from OTE LP and OTE Logistics LP in respect of the value of the losses that it suffered as a result of the failure of OTE LP and OTE Logistics LP to provide reasonable notice of termination of 12 months, as follows:

- a. \$175,500.00 for the value of the profit lost by GPMC Management Services over the period of reasonable notice of 12 months that ought to have been provided by OTE LP, calculated on the basis of a profit margin of 9% and weekly service fees of \$37,500/week.

- b. \$36,972.00 for the value of the profit lost by GPMC Management Services over the period of reasonable notice of 12 months that ought to have been provided by OTE Logistics LP, calculated on the basis of a profit margin of 9% and weekly service fees of \$7,900/week.
  - c. \$287,735.22 for costs associated with the continued employment and/or termination of employment of certain GPMC Management Services employees who were responsible for providing services to OTE LP and OTE Logistics LP over the period of reasonable notice of 12 months. GPMC Management Services repeats and relies on the details set out in paragraph 34(c).
  - d. \$54,236.10 for costs associated with maintaining office space that exceeds the needs of GPMC Management Services following the termination of the Service Agreement over the period of reasonable notice of 12 months. GPMC Management Services repeats and relies on the details set out in paragraph 34(d).
36. These losses suffered by GPMC Management Services were caused intentionally by OTE LP and/or OTE Logistics LP as part of a deliberate campaign to harm Glenn Page's business interests. GPMC Management Services is entitled to punitive damages in the amount of \$250,000.

**INDEX****TAB    DOCUMENT**

- A.    Service Agreement between OTE LP, OTE Logistics LP and 2745384 Ontario Inc. dated April 1, 2021
- B.    Invoice #A0101475 from GPMC Management Services to OTE LP dated July 18, 2022
- C.    Invoice #A0101478 from GPMC Management Services to OTE LP dated July 25, 2022
- D.    Invoice #A0101440 from GPMC Management Services to OTE Logistics LP dated May 30, 2022
- E.    Invoice #A0101477 from GPMC Management Services to OTE Logistics LP dated July 25, 2022
- F.    Invoice #A0101641 from GPMC Management Services to OTE LP dated June 22, 2023
- G.    Invoice #A0101642 from GPMC Management Services to OTE Logistics LP dated June 22, 2023
- H.    Spreadsheet setting out costs associated with employment and termination
- I.    Lease Agreement between 1191373 Ontario Inc. and 2745384 Ontario Inc. dated May 2021
- J.    Lease Amending Agreement between 1191373 Ontario Inc. and 2745384 Ontario Inc. dated December 15, 2021
- K.    Lease amounts paid by 2745384 Ontario Inc. to 1191373 Ontario Inc.

## MASTER SERVICES AGREEMENT

**THIS AGREEMENT** is made as of the 1<sup>st</sup> day of April, 2021

**BETWEEN:**

**ORIGINAL TRADERS ENERGY LP and ORIGINAL TRADERS LOGISTICS LP**

a limited liability partnership pursuant to the laws of Canada

(hereinafter referred to as "Client")

- and -

**2745384 Ontario Inc.**

a corporation incorporated pursuant to the laws of Ontario a province of Canada

(hereinafter referred to as "GPMC")

**WHEREAS** Client is desirous of engaging GPMC to provide certain services to Client as described herein;

**AND WHEREAS** GPMC is agreeable to being engaged by Client to provide certain services, upon the terms and conditions contained herein;

**NOW THEREFORE** in consideration of the mutual covenants of the parties contained herein, the sufficiency of which is hereby acknowledged, the parties have agreed as follows:

### 1. DESCRIPTION OF SERVICES AND ENGAGEMENT

- 1.1 Client hereby engages GPMC to provide the Services (as defined below), and GPMC hereby agrees to provide the Services to Client, for the fees and upon the terms and conditions contained herein.
- 1.2 The details of the services to be provided by GPMC shall consist of all those services as set out in written statement of work orders that shall be appended to Schedule A attached hereto for the duration of the Term (as defined below), and which shall form a part of this Agreement.
- 1.3 As a "master" form of contract, this Agreement allows the parties to contract for multiple projects through the issuance of multiple Statements of Work without having to re-negotiate the general terms and conditions contained herein.
- 1.4 Each statement of work must be signed by the designated authorized representative of Client and GPMC. The current authorized representative of Client is Mandy Cox and the current authorized representative of GPMC is Glenn Page.

Once signed the statement of work will become part of this Agreement.

- 1.5 This Agreement is not to be construed to create or imply any partnership, agency, or joint venture as between the parties. Neither party, will have any power or authority to assume or create any obligation on behalf of the other.

## **2. FEES AND INVOICING**

- 2.1 In exchange for the provision of the Services, Client agrees to pay GPMC those fees as set out on Schedule B attached hereto (the "Fees").
- 2.2 GPMC shall render invoices for the Fees as specified on Schedule B attached hereto (an "Invoice" or "Invoices").
- 2.3 All Invoices shall include any relevant details regarding the Services, as may be necessary to verify the calculation of the Fees, along with an itemization of any disbursements or other flow-through costs that are permitted and charged thereon, shall include HST only where applicable, and shall be submitted to Client electronically at [payables@originaltradersenergy.com](mailto:payables@originaltradersenergy.com), unless otherwise specified or agreed.
- 2.4 Client will pay GPMC's Invoices within thirty days (30) days of the delivery of same, unless otherwise specified or agreed.

## **3. TERM**

- 3.1 GPMC's engagement herein shall commence on April 1<sup>st</sup>, 2021 and shall terminate on March 31<sup>st</sup>, 2031 (the "Term").
- 3.2 The Services may be extended beyond the Term upon the mutual written agreement of Client and GPMC.
- 3.3 GPMC shall be responsible for providing all equipment necessary for the delivery of the Services, except as otherwise agreed in a written Statement of Work, signed by both GPMC and Client.
- 3.4 During the Term, GPMC may be retained by other clients, provided that such engagements do not affect GPMC's ability to provide the Services herein to Client.

## **4. GPMC'S OBLIGATIONS**

- 4.1 GPMC covenants and agrees that it shall provide the Services in a good and professional manner, using all required skill and diligence in the performance of the Services, as would a prudent person providing the same or similar services. GPMC will ensure that only employees, contractors, or consultants that are duly qualified to perform any particular component of the Services will be so involved in the provision of Services.
- 4.2 GPMC shall at all times adhere to the applicable laws of the jurisdiction in which the Services are being provided.

- 4.3. GPMC shall be solely responsible for the hiring or engagement, training, and payment of its employees, including the withholding and remittance or payment of all amounts required for employee income taxes, employment insurance premiums, Canada Pension Plan contributions, WSIB, and Employer Health Tax, to the extent that any of same are applicable.
- 4.4. GPMC shall be responsible for remitting any required HST to the Receiver General for Canada, as and when required by the *Excise Tax Act* (Canada), and covenants and agrees to indemnify Client in respect of same.
- 4.5. During the Term, GPMC shall procure and maintain Comprehensive General Liability insurance, which shall include blanket broad form contractual liability coverage, with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage, combined single limit. GPMC shall also procure and maintain workers compensation insurance in accordance with applicable statutory limits, Employer's Liability insurance with a limit of not less than \$500,000.00 per occurrence, Professional Liability insurance (errors & Omissions) with a limit of not less than \$1,000,000.00 annual aggregate and excess liability or umbrella insurance with a limit of not less than \$1,000,000.00 annual aggregate.

## **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY AND RESTRICTIVE COVENANTS**

- 5.1. GPMC acknowledges and agrees that in the course of providing Services to Client, GPMC, along with its employees, contractors, and consultants (hereafter collectively "LE Personnel") may obtain, gain access to, be exposed to, or otherwise be provided with confidential information regarding the business and affairs of Client, its clients, customers, suppliers, distributors, and affiliates, in one or more forms or medium, including without limitation written, oral, printed, electronic and/or digital (in all cases, "Confidential Information").
- 5.2. GPMC covenants and agrees to take all reasonable precautions to ensure that it shall maintain the confidentiality of any Confidential Information, shall not disclose the Confidential Information to any person unless required in connection with the provision of the Services, shall not make use of the Confidential Information for its own purposes, and shall return any Confidential Information to Client upon completion of the Services, termination of this Agreement, or upon request by Client or GPMC.
- 5.3. The term Confidential Information will not, however, include information that (i) was or becomes publicly available other than as a result of a disclosure directly or indirectly by GPMC or GPMC Personnel in violation of this Agreement (as defined below), (ii) becomes available to GPMC on a non-confidential basis from a source (other than Client and any of its representatives) not known by GPMC, after reasonable inquiry, to be prohibited from disclosing such information to GPMC by a legal, contractual or fiduciary obligation, (iii) was already in GPMC's possession prior to receiving such information from a source not known by GPMC, after reasonable inquiry, to be prohibited from disclosing such information to GPMC by a legal, contractual or fiduciary obligation, (iv) was or is developed independently by GPMC without the use of Confidential Information or (v) is available in the public domain.

- 5.4 Any project data, reports, or materials compiled, assembled, or created hereunder and forming a part of the Services shall be owned by Client, including all intellectual property rights relating thereto ("Client IP"). Notwithstanding the foregoing, Client IP shall not include, and GPMC shall retain ownership of all proprietary data, concepts, methods, techniques, processes, ideas, protocols, adaptations, formulae, algorithms, software, databases, know-how, tools, trade secrets, background technologies, and standards of judgment owned, licensed, or controlled by GPMC prior to the commencement of its agreement with Client, as well as any improvements thereto ("GPMC's Methods"). GPMC hereby grants, upon full payment by Client of the Fees due hereunder, a non-exclusive, non-transferable, worldwide, irrevocable right and license in favor of Client to use any and all of GPMC's Methods to the extent necessary to accomplish Client's business purposes.
- 5.5 At all times during the term of this Agreement, GPMC covenants and agrees that it shall not solicit, counsel, or encourage any clients of Client, to cease doing business with Client, whether or not same results in any benefit to GPMC, and that it shall not seek to interfere with any existing or potential customer relations enjoyed by Client. Upon termination of this Agreement for any reason whatsoever, GPMC covenants and agrees that the provisions contained herein shall survive such termination for a period of one (1) year (the "Restrictive Period"), which period of time GPMC acknowledges and agrees is fair and reasonable, and reasonably necessary for the protection of Client, provided that such non-solicitation activities shall be restricted to any and all clients, and strategic partners of Client of whom GPMC had knowledge at any time during the term of this Agreement. In the event that any court of competent jurisdiction finds that the Restrictive Period is excessive or unenforceable, the parties covenant and agree that such court shall have the power to substitute such Restrictive Period with any restrictive period that such court deems reasonable, and the parties agree to be bound by any such substituted restrictive period as though originally agreed-upon in this agreement.
- 5.6 GPMC shall ensure that all GPMC Personnel are bound by a Confidentiality and Non-Disclosure Agreement in a form satisfactory to Client and shall assign to GPMC any Intellectual Property rights in any of their work product, as a condition to such GPMC Personnel gaining access to any Confidential Information of providing any Services.
- 5.7 GPMC shall be specifically permitted to subcontract its obligations hereunder without requiring the prior written consent of the Client, in its absolute discretion.

## **6. CLIENT'S OBLIGATIONS**

- 6.1 Client covenants and agrees to pay GPMC's Invoices, in a timely manner, as provided in Section 2.4 above. In the event of any dispute, Client will promptly notify GPMC of the details of the dispute and the parties will work diligently in good faith to resolve same.
- 6.2 Client covenants and agrees to provide GPMC with such information (whether considered Confidential Information or not), as may be requested or required by GPMC, or as may otherwise be contemplated by the scope of the Services, at no

charge to GPMC, in order to permit GPMC to perform the Services in a timely manner.

## **7. TERMINATION**

- 7.1 Either party may only terminate this agreement for cause, if the other party is in default of any material provision of this agreement (a "Default"), upon written notice to the other party specifying the alleged Default and providing a minimum period of five (5) days to remedy the Default.
- 7.2 If the Default has not been remedied within the notice period given, or such longer period of time as may be reasonably required to remedy such Default given the nature of the Default, then upon the expiry of such notice period (or extended period as aforesaid), this agreement shall be and become terminated effective the day after the expiry of the notice.
- 7.3 Upon the termination of this agreement, GPMC shall upon payment for services rendered, return to Client any and all property of Client then in its possession, including without limitation any Confidential Information and Client IP, in all forms and medium whatsoever.
- 7.4 Upon the termination of this Agreement, Client shall only be responsible for the payment to GPMC of any Fees earned up to the effective date of termination and any validly incurred expenses.
- 7.5 Upon the termination of this agreement by either party for any reason, Client shall only be responsible for the payment to GPMC of any Fees earned up to the effective date of termination and any validly incurred expenses, but subject to any right of set-off for any valid claims by Client and subject to the satisfactory return of all Client property and Client IP, as provided above.
- 7.6 No termination of this agreement, whether for cause or not, shall affect the rights of either party hereunder in respect of the provisions of Article 2, Section 4.3, Article 5, Section 6.1, or Section 7.3, all of which provisions shall remain in force and effect.

## **8. INDEMNIFICATION**

- 8.1 GPMC covenants and agrees to indemnify and save Client harmless from and against any costs, losses, expenses, or damages incurred by Client as a result of any breach of any covenant or obligation herein contained on the part of GPMC.
- 8.2 Client covenants and agrees to indemnify and save GPMC harmless from and against any costs, losses, expenses, or damages incurred by GPMC as a result of any breach of any covenant or obligation herein contained on the part of Client.
- 8.3 In the event that either party (the "Indemnified") seeks indemnification from the other party (the "Indemnifier") in respect of a demand or claim made or commenced against the Indemnified by a third party (a "Claim"), then the Indemnified shall promptly notify the Indemnifier of the Claim and allow the Indemnifier the opportunity to settle, negotiate, compromise or defend the Claim.



on behalf of the Indemnified (but at the complete cost of the Indemnifier), and if the Indemnifier fails or refuses to defend the Claim upon being provided with notice, then the Indemnified may do so at its own cost and expense and claim all such costs and expenses against the Indemnifier.

## **9. REMEDIES**

- 9.1 Notwithstanding any other remedy or remedies available to Client pursuant to this agreement or pursuant to any statute, common law, or equitable principle of law, in the event that GPMC has breached or threatens to breach any of the provisions of Article 5, then Client shall be entitled to obtain a mandatory order or injunction restraining GPMC from engaging in or continuing any conduct that caused or threatens to cause the breach of such Article(s) ("Injunctive Relief").
- 9.2 If Injunctive Relief is sought by Client, GPMC herein agrees to the granting of same against it by a Court of competent jurisdiction, without the necessity of proving irreparable harm (as irreparable harm are presumed consequences) and acknowledge that same is reasonably necessary for the protection of the interests of Client. Notwithstanding that Client shall not be required to prove irreparable harm, Client will still be required to prove any damages claimed.
- 9.3 Neither party will be liable to the other party for any indirect, incidental, consequential, or special damages (including, without limitation, lost profits, lost future earnings, lost economic advantage) arising from or relating to any delay, performance, or failure to perform under this agreement, even if a party has been advised of the possibility of same. Each party hereby waives and releases any such claims for such damages against the other party, except in the case of the gross negligence or malfeasance of a party, in which case such waiver shall be inapplicable.
- 9.4 Notwithstanding the foregoing, the maximum liability of GPMC under this Agreement is limited to the Fees received by GPMC pursuant to this Agreement.

## **10. OTHER PROVISIONS**

- 10.1 This agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.
- 10.2 This agreement shall be binding on and inure to the benefit of the parties and their respective affiliates, successors and assigns.
- 10.3 Should any provision of this agreement be found to be unreasonable or unenforceable by a Court of competent jurisdiction, then such provision shall be severable from this agreement, such that the enforceability of the remainder of this agreement shall not be affected.
- 10.4 If any dispute arises between the parties over the interpretation, applicability, or enforcement of any provision hereof, the parties shall first attempt to negotiate a resolution of such dispute, either with or without the involvement of counsel ("Negotiation"). In the event that the parties have engaged in Negotiation and have not been able to resolve such dispute then, at any time after the conclusion of such

unsuccessful Negotiation, any party to such dispute may refer the dispute to mediation, to be conducted by a suitable mediator to be agreed upon by the parties to the dispute and, if the parties are unable to agree on the mediator then each party to the dispute shall submit a list of two (2) mediators and one mediator's name shall be randomly drawn from among the names submitted, by an impartial third party, and that mediator shall conduct the mediation ("Mediation"). In the event that the parties to a dispute were unable to resolve the dispute by way of Mediation, then at any time after the conclusion of such unsuccessful Mediation, any party to such dispute may refer the dispute to arbitration, to be conducted by a suitably experienced single arbitrator pursuant to the Arbitration Act, 1991 (Ontario), such arbitrator to be agreed upon by the parties to the dispute and, if the parties are unable to agree on the arbitrator then each party to the dispute shall submit a list of two (2) arbitrators and one arbitrator's name shall be randomly drawn from among the names submitted, by an impartial third party, and that arbitrator shall conduct the arbitration ("Arbitration"). The Arbitration shall be conducted in accordance with the terms and conditions of the arbitrator's usual form of arbitration agreement, provided that same shall allow for an appeal of the arbitrator's decision and award only on the basis of an error of law, and for no other reason. Otherwise, the arbitrator's decision shall be final and binding on all parties concerned.

- 10.5 GPMC does not represent or warrant in any manner that the Services provided by GPMC to Client will result in any additional profits, sales, exposure, or brand recognition for Client. Specifically, Client, shall have no recourse or remedy against GPMC or any LE Personnel if Client does not achieve expected or any results from the Services provided by GPMC.
- 10.6 This agreement may only be amended, varied, or modified by further instrument or agreement made in writing and signed by all of the parties affected by such amendment, variation, or modification.
- 10.7 Any notice, direction or other communication required or contemplated by any provision of this Agreement (a "Notice") will be in writing and given by personal delivery, by registered mail, by electronic mail transmission, or by overnight courier and addressed as follows:

Client: Original Traders Energy LP	GPMC
Name: Glenn Page	Name: Mandy Cox
Address: 1110 Hwy 54 Unit A Caledonia, ON	Address: 1005 Skyview Dr Burlington, ON
Email: glenn.page@originaltradersenergy.com	Email: mandy@gpmcholdings.ca

Any Notice:

- (a) Delivered before 4:30 p.m. local time on a Business Day will be deemed to have been received on the date of delivery and any Notice delivered after 4:30 p.m. local time on a Business Day or delivered on a day other than a Business Day, will be deemed to have been received on the next Business Day;

- (b) Mailed, will be deemed to have been received seventy-two (72) hours after the date it is postmarked, provided that if the day on which the Notice is deemed to have been received is not a Business Day, then the Notice will be deemed to have been received on the next Business Day;
- (c) Transmitted by electronic mail, will be deemed to have been received on the day it was transmitted if transmitted prior to 4:30pm and on the next Business Day if transmitted at any time after 4:30pm, but only if receipt of such electronic mail is confirmed by reply email.

If the Party sending the Notice knows or might reasonably be expected to know that, at the time of sending or within 72 hours thereafter, mail service has been disrupted, then the Notice may only be sent (or re-sent) by delivery, overnight courier or electronic mail transmission.

Any Party may change its address for service, its e-mail address, the name of the individual to the attention of whom a Notice is to be sent or the Person to whom a copy of the Notice is to be sent, by written notice given to the other Parties in accordance with this Section 10.7.

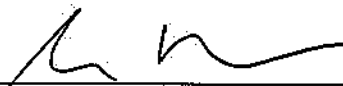
- 10.8 This agreement and the schedules attached hereto represent the entire agreement between the parties in respect of the subject matter hereof, and supersedes all prior negotiations and discussions. There are no oral, verbal, or collateral terms, conditions, representations, warranties, or obligations of any party not set forth herein.
- 10.9 Neither party may use the other party's intellectual property in any manner, including without limitation for publicity purposes, without the other party's prior express written approval.
- 10.10 Non-performance of either party shall be excused to the extent that such performance is rendered impossible by fire, flood, earthquake, mass disaster, governmental acts or orders or restrictions, terrorism, epidemic, or any other reason where failure to perform is beyond the reasonable control of the non-performing party and is not caused by the non-performing party's negligence.
- 10.11 No waiver of any term, provision or condition of this Agreement in any one or more instances will be deemed to be or construed as a further or continuing waiver or a waiver of any other term, provision or condition of this Agreement. Any such waiver must be evidenced by an instrument in writing executed by an officer authorized to execute such waivers.
- 10.12 Neither party may assign any of its rights or responsibilities under this Agreement, except for transfer to an affiliate of such party or to an entity which has acquired all or substantially all of the assets of such party or into which such party has merged, without the express written permission of the other party, which consent shall not be unreasonably withheld or delayed.
- 10.13 Time shall be of the essence in this agreement and in every part hereof.

10.14 This agreement may be executed and/or delivered by the parties electronically, in counterparts. Any such electronic signatures and/or electronic delivery shall be just as valid and binding on the party as though executed and delivered originally, and all such counterparts shall be construed as but one and the same agreement. The lack of any originally executed copy shall not prevent a party from maintaining any proceeding to enforce this agreement.

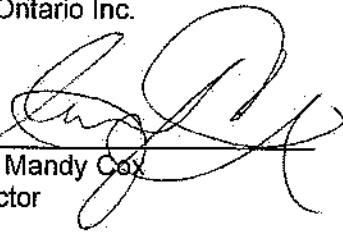
**IN WITNESS WHEREOF** the parties hereto have executed this agreement as of the date and year first written above.

SIGNED, SEALED, AND DELIVERED )

) Original Traders Energy LP.

)  
) Per:   
) \_\_\_\_\_  
) Name: Glenn Page  
) Title: Director

) 2745384 Ontario Inc.

)  
) Per:   
) \_\_\_\_\_  
) Name: Mandy Cox  
) Title: Director

## SCHEDULE A

STATEMENT OF WORK

- OTE Logistics LP (formerly Gen7 Fuel Management Services LP)

Support Services include

- **Management and Payment of all Payables**
- **Management of Books and Records using Quickbooks**
- **Human Resource Support for hiring and policy support**
- **Payroll Management of Payweb payment process and time entry**
- **Annual T4 submissions and ROE's**
- **Interface with accounting firm for annual reviews and CRA submissions**
- **Office Space for Director and support staff**
- **Operational Support to fleet operations**
- **Lease negotiations and documentation**

Original Traders Energy LP.

Support Services include

- **Bookworks entry based on direction from Executive input**
- **Payment of Supplier Invoices thru banking platform as directed**
- **Submission of HST on line as directed by Client**
- **Human Resource Support for hiring**
- **Payroll Management of Payweb payment process and time entry**
- **Office Space for Executive Team as required**

**SCHEDULE B****FEES FOR SERVICES**

GPMC shall be paid the following fees (the "Fees"), for the performance of the Services as stated in the applicable Statement of Work.

Fees will be based on resource approvals and negotiated quarterly fees starting at \$7,000 per month for the first 3 months

Escalation of fees for additional resources are to be approved with 15 days notice verbally or in writing to the defined contact in support of any increases in support needs

Year 2022 and annually thereafter fees will be agreed to by January 30<sup>th</sup> for effectivity in February.

**INVOICE**

2745384 Ontario Inc  
O/A GPMC Management

1005 Skyview Dr  
Suite 220  
Burlington, ON L7P 5B1  
kellie@gpmcholdings.ca

**BILL** Original Traders Energy LP  
**TO:** 1-1110 Highway #54  
Caledonia, Ontario

INVOICE #: A0101475  
DATE: 07/18/2022  
DUE DATE: 07/18/2022

TOTAL AMOUNT: \$37,850.00  
TOTAL DUE: \$37,850.00

DESCRIPTION / MEMO	AMOUNT
Weekly Management fees	\$37,850.00
<b>SUBTOTAL:</b>	<b>\$ 37,850.00</b>
<b>TOTAL TAX:</b>	<b>\$ 0.00</b>
<b>TOTAL AMOUNT:</b>	<b>\$37,850.00</b>

**INVOICE**

2745384 Ontario Inc  
O/A GPMC Management

1005 Skyview Dr  
Suite 220  
Burlington, ON L7P 5B1  
kellie@gpmcholdings.ca

**BILL** Original Traders Energy LP  
**TO:** 1-1110 Highway #54  
Caledonia, Ontario

INVOICE #: A0101478  
DATE: 07/25/2022  
DUE DATE: 07/25/2022

TOTAL AMOUNT: \$37,850.00  
TOTAL DUE: \$37,850.00

DESCRIPTION / MEMO	AMOUNT
Weekly Management fees	\$37,850.00
<b>SUBTOTAL:</b>	<b>\$ 37,850.00</b>
<b>TOTAL TAX:</b>	<b>\$ 0.00</b>
<b>TOTAL AMOUNT:</b>	<b>\$37,850.00</b>



**INVOICE**

2745384 Ontario Inc  
O/A GPMC Management

1005 Skyview Dr  
Suite 220  
Burlington, ON L7P 5B1  
kellie@gpmcholdings.ca

**BILL TO:** OTE Logistics LP  
, Ontario

INVOICE #: A0101440  
DATE: 05/30/2022  
DUE DATE: 05/30/2022

TOTAL AMOUNT: \$7,900.00  
TOTAL DUE: \$7,900.00

DESCRIPTION / MEMO	AMOUNT
Weekly Accounting, Administration and Support Services	\$7,900.00
<b>SUBTOTAL:</b>	<b>\$ 7,900.00</b>
<b>TOTAL TAX:</b>	<b>\$ 0.00</b>
<b>TOTAL AMOUNT:</b>	<b>\$7,900.00</b>

**INVOICE**

2745384 Ontario Inc  
O/A GPMC Management

1005 Skyview Dr  
Suite 220  
Burlington, ON L7P 5B1  
kellie@gpmcholdings.ca

**BILL TO:** OTE Logistics LP  
, Ontario

INVOICE #: A0101477  
DATE: 07/25/2022  
DUE DATE: 07/25/2022

TOTAL AMOUNT: \$7,900.00  
TOTAL DUE: \$7,900.00

DESCRIPTION / MEMO	AMOUNT
Weekly Accounting, Administration and Support Services	\$7,900.00
<b>SUBTOTAL:</b>	<b>\$ 7,900.00</b>
<b>TOTAL TAX:</b>	<b>\$ 0.00</b>
<b>TOTAL AMOUNT:</b>	<b>\$7,900.00</b>

**INVOICE**

2745384 Ontario Inc  
O/A GPMC Management

1005 Skyview Dr  
Suite 220  
Burlington, ON L7P 5B1  
kellie@gpmcholdings.ca

**BILL** Original Traders Energy LP  
**TO:** 1-1110 Highway #54  
Caledonia, ON

INVOICE #: A0101641  
DATE: 06/22/2023  
DUE DATE: 06/22/2023

TOTAL AMOUNT: \$22,710.00  
TOTAL DUE: \$22,710.00

DESCRIPTION / MEMO	AMOUNT
Weekly Management fees to July 27	\$22,710.00
<b>SUBTOTAL:</b>	<b>\$ 22,710.00</b>
<b>TOTAL TAX:</b>	<b>\$ 0.00</b>
<b>TOTAL AMOUNT:</b>	<b>\$22,710.00</b>

**INVOICE**

2745384 Ontario Inc  
O/A GPMC Management

1005 Skyview Dr  
Suite 220  
Burlington, ON L7P 5B1  
kellie@gpmcholdings.ca

**BILL TO:** OTE Logistics LP  
7263 Indian Line  
Scotland, ON

INVOICE #: A0101642  
DATE: 07/28/2022  
DUE DATE: 07/28/2022

TOTAL AMOUNT: \$4,740.00  
TOTAL DUE: \$4,740.00

DESCRIPTION / MEMO	AMOUNT
Weekly Accounting, Administration and Support Services to July 27, 2022	\$4,740.00
<b>SUBTOTAL:</b>	<b>\$ 4,740.00</b>
<b>TOTAL TAX:</b>	<b>\$ 0.00</b>
<b>TOTAL AMOUNT:</b>	<b>\$4,740.00</b>

## APPENDIX H

## COSTS ASSOCIATED WITH EMPLOYMENT AND TERMINATION

EMPLOYEE	DATE TERMINATED	TOTAL WEEKS TILL CONTRACT TERMINATION	WEEKLY	OTHER	CPP EMPLOYER	EI EMPLOYER	TOTAL LOSSES
██████████	JAN 30-2023	27	\$ 1,326.92	\$29,849.16	\$ 71.80	\$ 41.10	70,157.37
██████████	MARCH 31-2023	36	\$ 1,153.84		\$ 82.50	\$ 17.24	46,790.41
██████████	OCTOBER 14-2022	11	\$ 2,115.38		\$ 116.74	\$ 46.79	25,998.78
██████████████████	SEPT 02-2023	5	\$ 880.00	\$2,000.00	\$ 48.33	\$ 20.24	6,918.85
██████████	FEB 24-2023	31	\$ 2,403.85		\$ 133.18	\$ 53.17	83,276.97
██████████	FEB 24-2023	31	\$ 1,384.62		\$ 98.53	\$ 22.56	48,393.94
██████████████████	SEPT 09-2023	6	\$ 924.00		\$ 50.94	\$ 21.25	6,198.90
							<b>287,735.22</b>

## APPENDIX I

1191373 ONTARIO INC.

LANDLORD

and

2745384 ONTARIO INC.

TENANT

---

---

**LEASE**

---

---

Project: 1005 Skyview Drive, Burlington, Ontario

Premises: Suite 220, 1005 Skyview Drive, Burlington, Ontario

Table of Contents

Section	
1.	LEASE SUMMARY.....5
2.	DEFINITIONS.....7
3.	NET LEASE.....14
3.1	Net Lease.....14
4.	LEASE OF PREMISES.....14
4.1	Premises .....14
4.2	Term .....14
4.3	Acceptance of Premises .....15
4.4	Licence to Use Common Facilities.....15
4.5	Quiet Enjoyment .....15
4.6	Fixturing of Premises.....15
5.	RENT.....15
5.1	Tenant to Pay.....15
5.2	Rent and Management Fee.....15
5.3	Deemed Rent and Allocation.....15
5.4	Monthly Payments of Operating Costs, Management Fee and Realty Taxes .....16
5.5	Adjustments.....17
5.6	Deposit.....17
6.	TAXES.....17
6.1	Payment of Taxes .....17
6.2	Taxes Payable by Tenant.....17
6.3	Determination of Tenant’s Taxes .....17
6.4	Business Taxes and Sales Taxes.....18
6.5	Tax Bills and Assessment Notices.....18
6.6	Contest of Realty Taxes .....18
7.	OPERATING COSTS.....18
7.1	Tenant’s Payment of Operating Costs .....18
7.2	Excess Costs .....19
8.	USE OF PREMISES .....19
8.1	Permitted Use .....19
8.2	Conduct of Business.....19
8.3	Tenant’s Fixtures .....19
8.4	Signs.....19
8.5	Prohibited Uses.....20
8.6	Waste Removal.....20
8.7	Waste, Nuisance and Hazardous Substances .....20
8.8	Compliance with Laws.....21
8.9	Telecom and Wireless Services .....21
8.10	Deliveries.....21
9.	SERVICES AND UTILITIES .....21
9.1	Utilities, Heating and Air Conditioning .....21
9.2	Heating and Air Conditioning .....22
9.3	Exclusive Supplier.....22
10.	MAINTENANCE, REPAIRS AND ALTERATIONS .....22
10.1	Maintenance and Repairs of Premises .....22
10.2	Approval of Repairs and Alterations .....22

10.3	Notice by Tenant .....	24
10.4	Ownership of Leasehold Improvements .....	24
10.5	Construction Liens .....	24
10.6	Landlord's Obligations .....	24
11.	END OF TERM .....	25
11.1	Vacating of Possession .....	25
11.2	Removal of Trade Fixtures.....	25
11.3	Removal of Leasehold Improvements .....	25
11.4	Overholding by Tenant.....	26
12.	DAMAGE AND DESTRUCTION .....	26
12.1	Damage to Premises or Project.....	26
12.2	Damage to Premises .....	26
12.3	Damage to Project.....	27
12.4	Restoration of Premises or Project.....	27
12.5	Determination of Matters .....	27
13.	INSURANCE AND INDEMNITY .....	27
13.1	Landlord's Insurance .....	27
13.2	Tenant's Effect On Landlord's and Other Insurance .....	28
13.3	Tenant's Insurance .....	28
13.4	Limitation of Landlord's Liability .....	30
13.5	Indemnity of Landlord .....	30
13.6	Landlord's Parties.....	30
14.	ASSIGNMENT, SUBLETTING AND CHANGE OF CONTROL .....	30
14.1	Consent Required.....	30
14.2	Obtaining Consent .....	32
14.3	Landlord's Option.....	32
14.4	Terms of Transfer .....	33
14.5	Effect of Transfer .....	33
14.6	Assignment by Landlord .....	34
15.	STATUS AND SUBORDINATION OF LEASE .....	34
15.1	Status Statement.....	34
15.2	Subordination .....	35
15.3	Registration.....	35
16.	DEFAULT AND REMEDIES .....	35
16.1	Default and Remedies .....	35
16.2	Interest and Costs.....	37
16.3	Bankruptcy and Insolvency.....	37
16.4	Landlord's Right of Distress .....	37
16.5	Remedies to Subsist.....	37
16.6	Impossibility of Performance .....	38
17.	CONTROL OF PROJECT.....	38
17.1	Operation of Project by Landlord .....	38
17.2	Alterations of the Project .....	39
17.3	Landlord Not in Breach.....	39
17.4	Use of Common Facilities .....	40
17.5	Rules and Regulations .....	40
17.6	Access to Premises and Suspension of Utilities .....	40
17.7	Noise and Vibration .....	41



18. EXPROPRIATION .....	41
19. MISCELLANEOUS .....	42
19.1 Notices .....	42
19.2 Planning Act .....	42
19.3 Complete Agreement .....	42
19.4 Time of the Essence.....	42
19.5 Applicable Law.....	42
19.6 Severability .....	42
19.7 Section Numbers and Headings.....	42
19.8 Interpretation .....	43
19.9 Successors .....	43
19.10 Acting Reasonably.....	Error! Bookmark not defined.
19.11 Joint and Several.....	43
19.12 Privacy Policy .....	43
20. LANDLORD LIABILITY .....	43
21. INDEPENDENT LEGAL ADVICE/FREELY NEGOTIATED.....	44

**SCHEDULE "A" LEGAL DESCRIPTION OF PROJECT**

**SCHEDULE "B" PREMISES**

**SCHEDULE "C" SPECIAL PROVISIONS**

- LANDLORD'S WORK
- LANDLORD'S CONTRIBUTION
- TENANT'S WORK

**SCHEDULE "D" RULES AND REGULATIONS**

THIS LEASE is dated May 27, 2021, and is made

BETWEEN:

1191373 ONTARIO INC.

(hereinafter called "Landlord")

OF THE FIRST PART

- and -

2745384 ONTARIO INC.

(hereinafter called "Tenant")

OF THE SECOND PART

## I. LEASE SUMMARY

The following is a summary of some of the basic terms of this Lease, which are elaborated upon in the balance of this Lease. This Article 1 is for convenience and if a conflict occurs between the provisions of this Article 1 and any other provisions of this Lease, the other provisions of this Lease shall govern.

- (a) **Premises:** Suite 220, being a portion of the 2nd floor in the building municipally known as 1005 Skyview Drive, Burlington, Ontario;
- (b) **Term:** Five (5) years five (5) months;
- (c) **Commencement Date:** July 1<sup>st</sup>, 2021 (the "Commencement Date"), subject to Section 4.2;
- (d) **Delivery Date:**

Upon mutual execution of the Lease, completion of the Landlord's Work and the Tenant providing the Landlord with a copy of its certificate of insurance and subject to section 4.2 herein, the Tenant shall be permitted access to the Premises prior to the Commencement Date to begin the construction and installation of the Tenant's Work, furniture, communications and fixtures and shall be permitted to operate its business from the Premises. The Tenant shall not be responsible for payment of Basic Rent or Additional Rent during this fixturing period. This period is from May 1 to June 30 and only applies if Landlord work has been done.

The Landlord shall deliver the Premises on the Delivery Date in a clean and broom swept condition and all electrical, mechanical, heating, lighting, ventilation, air conditioning, plumbing systems will be in good working order.

- (e) **Expiry Date:**
  - i) **November 30<sup>th</sup>, 2026** (the "Expiry Date"), subject to Section 4.2;
  - ii) **Option to Extend:** The Tenant shall have the option to extend the Term for two further Five (5) year extension period(s) (the "Extended Term(s)") under the same terms and conditions save as to no further extension(s), no leasehold improvement allowances and no free rent period and save as to the rental rate which shall be at the then current rate for similar premises, similar size and in a similar area. The Tenant agrees to notify the Landlord in writing of its intent to extend the Term at least twelve (12) months prior to the Expiry Date of the original Term or subsequent Extended Term(s).
- (f) **Basic Rent:** an amount per square foot of the Rentable Area of the Premises per annum as follows:

RENTAL PERIOD	RATE PER SQUARE FOOT RENTABLE AREA PER ANNUM
July 1 <sup>st</sup> , 2021 to November 30 <sup>th</sup> , 2021 Five (5) months	\$0.00 Basic Rent free period. Additional Rent remains payable during this period
December 1 <sup>st</sup> , 2021 to November 30 <sup>th</sup> , 2026 Five (5) Years	\$18.00 per Rentable square foot per annum \$51,282.00 per annum payable in equal monthly installments of \$4,273.50 per month plus Additional Rent

(g) **Rentable Area of Premises:**

i) 2,849 rentable square feet, determined in accordance with this Lease;

ii) **Option to Expand**

(a) Any time subsequent to November 30<sup>th</sup>, 2023 or any Extended Term(s) thereafter, and provided that Tenant originally named herein or its permitted transferee remains in possession of and has been continuously operating in the entire Premises throughout the Term, Landlord will use commercially reasonable efforts to accommodate Tenant's expansion needs in the building. In the event Tenant elects to exercise its expansion option, Tenant hereby agrees that Tenant shall provide Landlord with six (6) months prior written notice of its desire to expand within the time period set forth herein. If expansion space is available for lease to Tenant, any expansion or relocation shall occur, if at all, only upon terms satisfactory to both Landlord and Tenant as set forth in an amendment to the lease or a new lease, including without limitation the requirement of any additional security deposit for such expansion based upon the creditworthiness of Tenant at the time Tenant exercises such option, and the Basic Rent at that time shall be an amount negotiated between the parties and shall be the then current rate for similar premises in a similar location. If a new lease is entered into, then this Lease shall terminate as if it has expired upon the commencement date of the new lease.

(b) Notwithstanding anything to the contrary contained herein, if during the currency of the original Term of Lease subsequent to November 30<sup>th</sup>, 2023 or any Extension Term(s) the space requirements of the Tenant increase to a larger square footage than 2,849 rentable square feet and the Landlord cannot provide contiguous premises that are suitable to the Tenant needs, the Tenant shall have the option to terminate this Lease ("Termination Option") in accordance with and subject to each of the following terms and conditions:

i) Termination Option shall not be enforceable by the Tenant until 11:59PM, November 30<sup>th</sup>, 2023.

ii) Tenant Gives Notice. If Tenant desires to exercise the Termination Option, Tenant shall give Landlord an irrevocable six (6) months advance written notice ("Termination Notice") of Tenant's exercise of this Termination Option. The Termination Notice must be received by Landlord subsequent to 11:59PM, November 30<sup>th</sup> 2023. Time is of the essence with respect to Landlord's receipt of the Termination Notice and all other deadlines in this provision. The six (6) month Termination Notice period shall be calculated from the 1st day of the next ensuing month following the date of receipt of such notice by the Landlord, unless such notice is received on the 1st day of any month in which case the Notice Period shall be calculated from the date of receipt.

iii) Termination Date. If Landlord timely receives the Termination Notice and Tenant complies with all the provisions in this provision, this Lease shall terminate the later of 11:59 pm on May 31<sup>st</sup>, 2024 or six (6) months subsequent to the Termination Notice (the "Termination Date").

iv) Lease Ceases After Termination. If Tenant properly and timely exercises the Termination Option, this Lease shall cease and expire on the Termination Date with the same force and effect as if said Termination Date were the date originally provided in this Lease as the expiration date of the Term hereof.

v) Termination Fee Must Accompany Notice. In order for such Termination Notice to be effective, the entire termination fee which shall be equal to the unamortized cost of the Landlord Contribution as set out in Schedule "C" attached hereto plus the unamortized portion of leasing commissions originally paid by Landlord (the "Termination Fee"), must be paid to the Landlord within seven (7) days of delivery of the Termination Notice. The Termination Fee shall be amortized on a straight-line basis over the scheduled Sixty (60) month original Term beginning December 1<sup>st</sup>, 2021 together with interest thereon at the rate of five (5.0%) percent per annum, and the unamortized portion of the Termination Fee thereof shall be determined based upon the unexpired portion of the original Term as of the Termination Date had this Lease not been so terminated pursuant this section. Subject to the timely receipt by Landlord of Tenant's Termination Notice and the unamortized portion of the Termination Fee, this Lease shall terminate as of the Termination Date, and Landlord and Tenant shall thereupon be relieved of any further of their respective obligations under this Lease arising from and after the Termination Date (such termination shall not, however, terminate those obligations set forth in the Lease which specifically survive expiration or earlier termination thereof). For clarity purposes, if the Termination Date is set to

occur during the Extended Term(s) of the Lease, there shall be no Termination Fee payable by the Tenant as the Landlord Contribution and leasing commissions have been fully amortized during the original Term of Lease.

vi) Tenant Shall Surrender Space by Termination Date. If Tenant exercises the Termination Option, Tenant covenants to surrender full and complete possession of the Premises to Landlord on or before the Termination Date vacant, broom-clean, devoid of Tenant's or any third party's personal property, and in good order and condition, in accordance with the provisions of this Lease, and thereafter the Premises shall be free and clear of all leases, tenancies, and rights of occupancy of any entity claiming by or through Tenant. The Lease shall not contain a restoration provision which would require the Tenant to restore the Premises to its original condition on the Expiry Date or earlier Termination of the Lease

- (h) **Rent Deposit:** the sum of \$17,465.11 including HST shall be applied to Rent and Rental Taxes as they first come due hereunder in accordance with Section 5.6;

**Security Deposit:** the sum of \$8,322.07 shall be held as a security deposit in accordance with Section 5.6;

- (i) **Use of Premises:** subject to Article 8 below, (1) general business management and administration offices; or (2) any other general business office use subject to Landlord's prior written approval to such other general business office use, such approval not to be unreasonably withheld (Tenant hereby acknowledging that it shall be reasonable for Landlord to withhold its approval if such other general business office use violates any restrictive or exclusive covenant or other agreement to which Landlord may be bound from time to time or which is otherwise prohibited by this Lease), all to the extent permitted by all Laws and to the extent in keeping with the Building Standard;

- (j) **Address for Service of Notice on Tenant:** at the Premises;

**Address for Service of Notice on Landlord:** c/o Par-Med Property Services Inc.  
80 Richmond Street West, Suite 700, Toronto, ON M5H 2A4, Attention: Property Manager

- (k) **Special Provisions:** (if applicable) See Schedule "C";

## 2. DEFINITIONS

Where used in this Lease, the following words or phrases shall have the meanings set forth in the balance of this Article.

- 2.1 "Actual Construction Time" shall have the meaning given to it in subsection 12.2(a).
- 2.2 "Additional Rent" shall have the meaning given to it in subsection 5.2(b).
- 2.3 "Alterations" shall have the meaning given to it in Section 10.2(a).
- 2.4 "Architect" means an independent, duly qualified architect, engineer, surveyor or quantity surveyor or other qualified Person appointed by Landlord, from time to time.
- 2.5 "Assumption Agreement" shall have the meaning given to it in subsection 14.4(b).
- 2.6 "Authority" shall have the meaning given to it in Section 2.20.
- 2.7 "Base Building Services" shall have the meaning given to it in Section 2.47.
- 2.8 "Basic Rent" shall have the meaning given to it in subsection 1(f).
- 2.9 "Building" means the building in which the Premises are located.
- 2.10 "Building Standard" means the standard of the Building existing at the date hereof which the parties acknowledge is a first class standard for a building of such quality and age and in the location of the Building.
- 2.11 "Business Hours" means such business hours for the Project as determined by Landlord from time to time and which, unless otherwise determined by Landlord, shall be from 6:00 a.m. to 9:00 p.m., Monday through Friday, excluding holidays, and subject to applicable Laws.

- 2.12 **"Capital Taxes"**—(intentionally deleted)
- 2.13 **"Changes"** shall have the meaning given to it in subsection 17.2(a).
- 2.14 **"Commencement Date"** shall have the meaning given to it in subsection 1(c).
- 2.15 **"Common Facilities"** means:
- (1) the Project (excluding only Leasable Areas), including, without limitation: all areas, facilities, structures, systems, improvements, furniture, fixtures and equipment forming part of or located on the Project; the lands forming part of the Project; the Parking Facilities and other service areas and facilities, if any; Landlord's on-site management offices and facilities to the extent used for the management of the Project; Storage Areas; and
  - (2) all lands, areas, facilities, systems, improvements, structures, furniture, fixtures and equipment serving or benefiting the Project.

Landlord shall have the right to designate, amend and re-designate the Common Facilities from time to time.

- 2.16 **"Damage"** shall have the meaning given to it in subsection 12.2(a).
- 2.17 **"Delivery Date"** shall have the meaning given to it in subsection 1(d).
- 2.18 **"Easements"** shall have the meaning given to it in Section 15.2.
- 2.19 **"End of Term"** shall have the meaning given to it in subsection 11.4(b).
- 2.20 **"Environmental Laws"** means all statutes, laws, ordinances, codes, rules, regulations, orders, notices, guidelines, guidance notes, policies and directives, now or at any time hereafter in effect, made or issued by any local, municipal, provincial or federal government, or by any department, agency, board or office thereof, or by any board of fire insurance underwriters or any other agency or source whatsoever, regulating, relating to or imposing liability or standards of conduct concerning the natural or human environment (including air, land, surface water, groundwater and real and personal, moveable and immoveable property), public or occupational health and safety and the manufacture, importation, handling, use, reuse, recycling, transportation, storage, disposal, elimination and treatment of a substance, hazardous or otherwise (collectively, an **"Authority"**).
- 2.21 **"Excess Costs"** shall have the meaning given to it in Section 7.2.
- 2.22 **"Expiry Date"** shall have the meaning given to it in subsection 1(e).
- 2.23 **"Final Statement"** shall have the meaning given to it in subsection 5.4(a).
- 2.24 **"Fixturing Period"** shall have the meaning given to it in subsection 4.2(e).
- 2.25 **"Hazardous Substance"** means any solid, liquid, gas, sound, vibration, ray, heat, radiation, odour, or any other substance or thing or mixture of them which alone, or in combination, or in certain concentrations, is or are flammable, corrosive, reactive or toxic or which might degrade or alter (or form part of the process thereof) the quality of the environment or cause adverse effects or be deemed detrimental to living things or to the environment or which is or are likely to affect the life, health, safety, welfare or comfort of human beings or animals or cause damage to or otherwise impair the quality of soil, vegetation, wildlife or property, including, but not limited to: bio-medical waste; any radioactive materials; explosives; mold, mildew, mycotoxins or microbial growths; urea formaldehyde; asbestos; polychlorinated biphenyl; pesticides or any other substances declared to be hazardous or toxic under any Environmental Laws or any other substance the removal, manufacture, preparation, generation, use, maintenance, storage, transfer, handling or ownership of which is subject to Environmental Laws.
- 2.26 **"HVAC"** shall have the meaning given to it in Section 2.34.
- 2.27 **"Landlord's Parties"** shall mean Landlord's agents, managers and management companies, servants, agents, employees and those for whom Landlord and Landlord's managers and management companies, servants, agents, and employees are in law responsible.
- 2.28 **"Landlord's Work"** (if applicable) has the meaning given to it in Schedule "C".
- 2.29 **"Lands"** means the lands described in Schedule "A".

- 2.30 **"Last Year's Rent"** means the Rent payable for the period of the last twelve (12) months of the Term.
- 2.31 **"Laws"** means all statutes, regulations, by laws, orders, rules, requirements and directions of all federal, provincial, municipal and other governmental authorities and other public authorities having jurisdiction and includes Environmental Laws.
- 2.32 **"Leasable Areas"** means all areas and spaces of the Project to the extent designated or intended from time to time by Landlord to be leased to tenants, whether leased or not, but excluding the following, to the extent the same may exist from time to time, and whether or not the same are leased from time to time or all the time: Storage Areas, the Parking Facilities, and service areas and facilities which may be leased or licensed from time to time, and temporary and moveable units such as booths, pushcarts and the like.
- 2.33 **"Lease"** means this Lease, including all schedules attached hereto.
- 2.34 **"Leasehold Improvements"**, where used in this Lease, includes without limitation, all fixtures, improvements, installations, alterations and additions from time to time made, erected or installed in or about the Premises, including any of the same which pre-exist this Lease, and including all telecommunications and computer and other technology wiring, conduits and the like (located in and/or serving the Premises), and includes all cabling, conduits, connections and attachments associated therewith (located in and/or serving the Premises) as well as the following, whether or not any of the same are in fact Tenant's fixtures or trade fixtures and whether or not they are easily disconnected and moveable: doors, partitions and hardware; mechanical, electrical and utility installations; carpeting, drapes, other floor and window coverings and drapery hardware; decorations; heating, ventilating air conditioning and humidity control ("HVAC") equipment; lighting fixtures; built in furniture and furnishings; counters in any way connected to the Premises or to any utility services located therein. The only exclusions from "Leasehold Improvements" are free standing furniture, trade fixtures, equipment not in any way connected to the Premises or to any utility systems located therein and, notwithstanding the immediately foregoing, furniture systems.
- 2.35 **"Liabilities"** shall have the meaning given to it in Section 13.5.
- 2.36 **"Lien"** shall have the meaning given to it in subsection 10.5(a).
- 2.37 **"Major Alteration"** shall have the meaning given to it in subsection 10.2(f).
- 2.38 **"Management Fee"** shall mean an amount equal to up to five percent (5%) of Tenant's Proportionate Share of all gross amounts received or receivable by Landlord in respect of the Project for all items, including all such items as are included in this Lease as Rent (except, to avoid duplication, for the amount payable under subsection 5.2(b)(iii)), assuming full occupancy and disregarding any reduction, limitation, deferral or abatement of any amounts in the nature of Rent but excluding any amounts recovered by Landlord from Tenant as Excess Costs and which would be recoverable from other tenants for amounts which would hereunder be Excess Costs if their leases contained provisions similar to those contained herein.
- 2.39 **"Non-Standard Leasehold Improvements"** means the following items, including all cabling, wiring, conduit, connections and other attachments associated therewith, which are deemed by Landlord to either be atypical for a normal general business office or unusable by Landlord in re-leasing the Premises to a successor tenant: the creation within the Premises of a large number of small offices and corridors which change direction or discontinue; computer rooms and/or any other raised-floor environments; modifications to the base Building standard systems (including, without limitation, the installation of supplemental heating, ventilating and air conditioning systems and modifications to the electrical, lighting and security systems installed and/or implemented for the specific use of the Premises); telecommunication equipment; vaults and, whether located within the Premises or elsewhere in the Project, any back-up and/or emergency power supplies, antennae, satellite dishes or other communication facilities.
- 2.40 **"Maximum Period"** shall have the meaning given to it in Section 19.2.
- 2.41 **"Mortgage"** or **"Mortgages"** shall have the meaning given to it in Section 15.2.
- 2.42 **"Notices"** shall have the meaning given to it in Section 19.1.
- 2.43 **"Nuisance"** shall have the meaning given to it in Section 8.7.
- 2.44 **"Operating Costs"** means the aggregate of all expenses and costs of every kind determined, for each fiscal period designated by Landlord, on an accrual basis and without duplication, incurred by or on behalf of Landlord with respect to and for the operation, maintenance, repair, replacement and management of the Project and all insurance relating to the Project. Provided that if the Project is less than one hundred

percent (100%) completed, leased and/or occupied for any time period, Operating Costs shall be adjusted to mean the amount obtained by adding to the actual Operating Costs during such time additional costs and amounts as would have been incurred or otherwise included in Operating Costs if the Project had been one hundred percent (100%) completed, leased and/or occupied as determined by Landlord, acting reasonably. Landlord shall be entitled to adjust upward only those amounts which may vary depending on occupancy and in no event shall this provision entitle Landlord to recover more than Landlord actually incurs in respect of any adjusted item or require Tenant to pay in respect of such adjusted item more than Tenant would have had to pay had the Project been one hundred percent (100%) completed, leased and occupied.

- (a) Without in any way limiting the generality of the foregoing, Operating Costs shall include, acting reasonably and equitably, all costs in respect of the following:
- (i) all remuneration including wages and benefits of employees to the extent employed or engaged in the operation, maintenance, repair, replacement, and management of the Project including contributions and premiums towards unemployment and workers compensation insurance, pension plan contributions and similar premiums and contributions;
  - (ii) HVAC and fire sprinkler maintenance and monitoring, if any, of the Project;
  - (iii) cleaning, Common Facilities and in-suite janitorial services, window cleaning, waste removal and pest control;
  - (iv) the provision of all utilities supplied to the Project (including the Premises) and the cost of consumption of all utilities consumed on the Project including, without limitation, hot and cold water, gas, electricity, steam, sewer charges and any other utilities or forms of energy;
  - (v) landscaping and maintenance of all outside areas, including snow and ice removal;
  - (vi) amortization of the costs of all items which Landlord, acting in accordance with reasonable accounting principles as applied by the Landlord chooses not to charge in the year incurred, over such period as determined by Landlord, acting in accordance with reasonable accounting principles, on a straight line basis to zero and interest to be calculated and paid annually on the unamortized cost of such items in respect of which amortization is included herein at two percent (2%) per annum in excess of the Prime Rate. Notwithstanding the foregoing, any single expenditure or series of related expenditures of One Hundred Thousand Dollars (\$100,000.00) or less is not required to be amortized and can be included in the year incurred;
  - (vii) all insurance which Landlord is obliged to obtain and/or which Landlord otherwise obtains and the cost of any deductible amounts payable by Landlord in respect of any insured risk or claim, including, but not limited to, premiums, brokerage fees, self-insured retentions, adjusters' fees and insurance department costs;
  - (viii) policing, supervision, security and traffic control;
  - (ix) all maintenance, repairs and replacements in respect of the Project and all machinery, furniture, furnishings, equipment, facilities, systems, property and fixtures located therein;
  - (x) engineering, accounting, legal and other consulting and professional services related to the Project, including the cost of preparing and verifying statements respecting Operating Costs and Realty Taxes;
  - (xi) signs in connection with the Project including, without limitation, the cost of all repairs, maintenance and rental charges in respect thereof;
  - (xii) business taxes, if any, on Common Facilities, Realty Taxes charged against or in respect of or reasonably allocated by Landlord to Common Facilities and the amount, if any, of Realty Taxes charged against the Project in excess of the amount of Realty Taxes in the aggregate, charged against or allocated by Landlord to Leasable Areas;
  - (xiii) contribution, as determined by Landlord, acting reasonably and bona fide, on account of all costs in the nature of those included in Operating Costs and/or Realty Taxes in respect of all shared facilities and services including, without limitation, amenities (whether on or outside the Project) made available for occupants of the Project, roads, loading areas and docks, parking ramps, driveways and exterior areas, which will be shared by users of the Project and the users of any other properties and all costs in the nature of Operating Costs incurred by Landlord in consequence of its interest in the Project such as landscaping of municipal areas, maintaining, cleaning, and clearing of ice and snow from municipal

sidewalks, adjacent properties and the like and all charges and amounts payable under a reciprocal cost sharing agreements with the owners of any other buildings or structures;

- (xiv) ~~Capital Taxes, (intentionally deleted)~~
- (xv) Sales Taxes payable by Landlord on any amounts included in Operating Costs (excluding any such Sales Taxes which are available to and claimed by Landlord as a credit or refund in determining Landlord's net tax liability on account of Sales Taxes, but only to the extent that such Sales Taxes are included in Operating Costs);
- (xvi) the fair rental value (having regard to rentals prevailing from time to time for similar space) of amenities for the Project and of space occupied by Landlord or others for management, supervisory, administrative or operational purposes relating to the Project and all office expenses incurred therein;
- (xvii) **(intentionally deleted)**
- (xviii) all costs incurred by Landlord for the purpose or intent of appealing, investigating or reducing any Operating Costs, Realty Taxes or other taxes, whether or not Operating Costs, Realty Taxes or other taxes are in fact reduced, and costs incurred for the purpose of allocating Realty Taxes and/or utilities among Tenant and other occupants of the Project;
- (xix) **(intentionally deleted)**
- (xx) **(intentionally deleted)**
- (b) Operating Costs, however, shall be reduced by the following to the extent actually received by Landlord:
  - (i) proceeds of insurance and damages paid by third parties in respect of and to the extent of costs included in Operating Costs as set forth above;
  - (ii) contributions from parties, other than tenants of the Project, if any, in respect of their sharing the use of Common Facilities, such as shared driveways, but not including in such contributions rent or fees charged directly for the use of any Common Facilities such as parking fees, if any, and rent for Storage Areas; and
  - (iii) amounts, if any, received by Landlord on account of Excess Costs.
- (c) Operating Costs, however, shall exclude the following:
  - (i) Realty Taxes except to the extent included as set forth above (the intent being not to duplicate Tenant's obligations in respect thereof pursuant to other provisions of this Lease) and any penalties, interest or other charges or expenses relating to Landlord's late payment of any Realty Taxes;
  - (ii) expenses incurred by Landlord in respect of other tenants' leasehold improvements or costs of enforcing the collection of rents or any other obligation of a tenant of premises in the Project;
  - (iii) costs of repairs or replacements to the extent that such costs are recovered by Landlord pursuant to construction warranties or guarantees;
  - (iv) costs of major repairs or replacements to the weight bearing portions of the structure such as foundations, columns, beams and weight bearing walls as determined by Landlord's structural engineer and the roof deck; excluding the roof membrane and excluding routine maintenance of structural elements such as patching and painting of structural columns, the costs of which shall be included in Operating Costs;
  - (v) costs of utilities consumed in respect of Leasable Areas, if separately charged to tenants of the Building, to be determined by separate meters where practicable or by Landlord acting reasonably (the intent being not to duplicate the amounts included in Operating Costs with amounts charged pursuant to Article 9 of this Lease and comparable provisions in other leases of premises in the Project);
  - (vi) ground rent and the purchase price of the acquisition and original construction costs of the Project and financing payments including all interest, costs, amortization or principal payments relating to any debt or financing affecting all or any of the Project, and any costs



or expenses associated with such debt, financing or refinancing, including advisory, consulting, legal and accounting fees in respect thereof;

- (vii) commitment, stand-by, finance, mortgage and interest charges on the debt of Landlord;
  - (viii) amounts expended by Landlord for advertising and promotion (including the costs of commissions, advertising and legal expenses) and the costs of inducements (including Landlord's work) or legal expenses in connection with leasing the Project or any part thereof, all incurred in connection with the leasing of premises in the Building, or any part of the Project;
  - (ix) bad debts, rent loss or reserves for bad debts or rent loss and any collection and legal costs associated with the same; and
  - (x) costs of the Landlord's Work and any , if any.
  - (xi) Costs associated with the operation of the business of the entity which constitutes the Landlord, as the same are distinguished from the costs of operation of the Project, including accounting and legal costs, costs of defending any lawsuits with any mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating any of the Landlord's interest in the Project, costs of any disputes between Landlord and its employees (if any), disputes of Landlord with building management, or fees or costs paid in connection with disputes with other tenants.
  - (xii) Fines, penalties, and interest thereon of other tenants.
  - (xiii) costs of enforcing the collection of rents or any other obligation of a tenant of premises in the Project;
  - (xiv) any ownership related (as distinct from operational) business restructuring or re-organization costs;
  - (xv) income taxes and any other taxes personal to the Landlord;
  - (xvi) capital tax
- (d) Landlord, acting reasonably and equitably, shall have the right to allocate Operating Costs or any portion or portions thereof to such portion or portions of the Building or the Project as Landlord shall determine.

2.45 "**Parking Facilities**" means any parking areas and facilities and any other similar service areas and facilities located on the Lands and serving the Project.

2.46 "**Person**" means any Person, firm, partnership or corporation, or any group or combination of Persons, firms, partnerships or corporations.

2.47 "**Premises**" shall have the meaning given to it in subsection 1(a), approximately as shown outlined on the floor plan(s) attached hereto as Schedule "B". The purpose of Schedule "B" is to show the approximate location of the Premises and the contents thereof and is not intended as a representation of any kind as to the precise size or dimensions of the Premises or any other aspects of the Project. The Rentable Area of the Premises is set out in subsection 1(g). The Premises shall include, without limitation, all Leasehold Improvements and the interior faces of permanent walls (including entrance and exit doors) and windows and all services, equipment and systems located in the Premises, including all services which exclusively serve the Premises and which are located within the Premises, but excluding base Building services which serve Leasable Areas in the Building other than the Premises, but which run through the Premises ("**Base Building Services**"). The Premises shall extend from the structural sub-floor to the structural ceiling, subject to the exclusion for Base Building Services, and excluding, for clarification, the exterior faces of the perimeter walls and windows.

2.48 "**Prime Rate**" means the rate of interest known as the prime rate of interest charged by Landlord's bank in Toronto which serves as the basis on which other interest rates are calculated for Canadian dollar loans in Ontario from time to time.

2.49 "**Project**" means the Lands, the Building and all other buildings, structures, improvements, equipment and facilities of any kind erected or located thereon from time to time.

2.50 "**Proportionate Share**" means a fraction which has as its numerator the Rentable Area of the Premises and which has as its denominator the aggregate Rentable Area of Leasable Areas within the Project or Building or such portion or portions thereof to which Landlord, acting reasonably and equitably,

shall allocate such items of which Tenant is required to pay the Proportionate Share, all as determined by Landlord, acting reasonably and equitably, subject to adjustment pursuant to subsection 7.2(b). For the purpose of determining the denominator as aforesaid, the Rentable Area of all Leasable Areas within the Project or Building shall be determined in the same manner as the Rentable Area of the Premises as set forth in Section 2.54 below.

2.51 **"Realty Taxes"** means all taxes, rates, duties, levies, fees, charges, local improvement rates, imposts, charges and assessments whatever, including school taxes, water and sewer taxes, extraordinary and special assessments and all rates, charges, excises or levies, whether or not of the foregoing nature, and whether municipal, provincial, federal, regional, school, parking or otherwise, which may be levied, confirmed, imposed, assessed, charged or rated against the Project or any part thereof or any furniture, fixtures, equipment or improvements therein, or against Landlord in respect of any of the same or in respect of any rental or other compensation receivable by Landlord and/or the owners of the Project in respect of the same, including all of such taxes which may be incurred by or imposed upon Landlord and/or the owners of the Project or the Project in lieu of or in addition to the foregoing including, without limitation, any taxes on real property rents or receipts as such (as opposed to a tax on such rents as part of the income of Landlord), any taxes based, in whole or in part, upon the value of the Project, any commercial concentration or similar levy in respect of the Project. For clarification, Realty Taxes shall not include any taxes personal to Landlord such as income tax, inheritance tax, gift tax or estate tax.

2.52 **"Relocated Premises"** shall have the meaning given to it in subsection 17.2(b).

2.53 **"Rent"** shall have the meaning given to it in Section 5.1.

2.54 **"Rentable Area"** of the Premises shall be determined in accordance with the Building Owners' and Managers' Association American National Standard for Measuring Floor Area in Office Buildings in effect from time to time, which standard in effect as at the date hereof is ANSI/BOMA Z65.1-1996. Every other Rentable Area shall be as determined by Landlord from time to time and each such determination shall be binding upon the parties hereto and the cost of such determination shall be included in Operating Costs.

2.55 **"Reorganization"** shall have the meaning given to it in subsection 14.1(a)(vi).

2.56 **"Sale"** shall have the meaning given to it in subsection 14.1(a)(v).

2.57 **"Sales Taxes"** means all goods and services, business transfer, multi-stage sales, sales, use, consumption, value-added or other similar taxes imposed by any federal, provincial or municipal government upon Landlord or Tenant in respect of this Lease, or the amounts payable by Tenant hereunder or the goods and services provided by Landlord hereunder including, without limitation, the rental of the Premises and the provision of administrative services to Tenant hereunder.

2.58 **"Services"** shall have the meaning given to it in Section 9.3.

2.59 **"Status Statement"** shall have the meaning given to it in subsection 15.1(a).

2.60 **"Storage Areas"** means all areas, if any, as designated by Landlord from time to time to be used for storage purposes.

2.61 **"Substantially Complete"**, when applied to any Landlord's Work, means sufficiently completed (i) to the point where Tenant may commence Tenant's Work, if any, and (ii) if no such Tenant's Work is required to be performed, to the point where Tenant may commence the use of the Premises, in either case without undue interference by Landlord. "Substantially Completed" and "Substantial Completion" shall have corresponding meanings.

2.62 **"Telecom Services"** shall have the meaning given to it in Section 8.9.

2.63 **"Tenant Delay"** shall have the meaning given to it in subsection 4.2(d).

2.64 **"Tenant's Parties"** shall mean any Transferee and any of Tenant's or Transferee's servants, agents, employees, invitees, licensees, sub tenants, concessionaires, contractors or Persons for whom Tenant or the Transferee or any of them are in law responsible.

2.65 **"Tenant's Work"** means any work to be completed by Tenant in order to ready the Premises for Tenant's use in accordance with this Lease.

2.66 **"Term"** shall have the meaning given to it in subsection 1(b).

2.67 **"Transfer"** shall have the meaning given to it in subsection 14.1(a).

- 2.68 "Transferee" shall have the meaning given to it in subsection 14.1(a).
- 2.69 "Transferor" shall have the meaning given to it in subsection 14.1(a).
- 2.70 "Transferred Premises" shall have the meaning given to it in subsection 14.3(a).
- 2.71 "Trust" shall have the meaning given to it in subsection 20(b).
- 2.72 "Unitholder" shall have the meaning given to it in subsection 20(b).

### 3. NET LEASE

#### 3.1 Net Lease

It is the intent of the parties hereto that, except as expressly herein set out, this Lease be a lease that is absolutely net to Landlord, and that Landlord shall not be responsible for any expenses or obligations of any kind whatsoever in respect of or attributable to the Premises or the Project.

### 4. LEASE OF PREMISES

#### 4.1 Premises

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

#### 4.2 Term

- (a) The Term of this Lease shall commence on the Commencement Date and expire on the Expiry Date.
- (b) Landlord shall use commercially reasonable efforts to have the Delivery Date occur on or before the date set out in subsection 1(d).
- (c) If the Delivery Date has not occurred on or before the date set out in subsection 1(d) for any reason other than Tenant Delay (as hereinafter defined) including, without limitation, any delays in Landlord obtaining any requisite permits for the completion of Landlord's Work (if applicable), this Lease shall not be void or voidable and Landlord shall not be liable for any losses, costs or damages whatsoever resulting therefrom and the Commencement Date shall be delayed by the number of days, if any, which fall between the date set out in subsection 1(d) and the ultimate Delivery Date and the Expiry Date shall be delayed by the corresponding number of days.
- (d) If the Delivery Date has not occurred on or before the date set out in subsection 1(d) as a result of any other default or act of Tenant (collectively, "**Tenant Delay**"), then the Delivery Date shall be such date upon which Landlord would have Substantially Completed Landlord's Work therein but for such Tenant Delay (notwithstanding that Tenant shall not be entitled to occupancy of the Premises until such date upon which Landlord's Work is Substantially Complete) and Tenant shall not be entitled to any abatement or reduction of Rent or other payments or any other rights in respect thereof by reason of any delay in its occupancy. For greater certainty, there shall be no delay to the Commencement Date.
- (e) Tenant shall be entitled to possession of the Premises from the Delivery Date until the date immediately preceding the Commencement Date in order to complete Tenant's Work in the Premises and, thereafter, in order to commence carrying on business therefrom ("**Fixturing Period**"). During the Fixturing Period, Tenant shall not be obligated to pay Basic Rent, Operating Costs, including utilities, Management Fee or Realty Taxes but shall be liable for all other costs and obligations, including the costs of any additional services, in accordance with this Lease for which Tenant will continue to be obligated to pay, and Tenant shall be subject to all the other terms and conditions of this Lease insofar as they are applicable including, without limitation, the obligation to maintain insurance, and the provisions relating to the liability of Tenant for its acts and omissions, and the acts and omissions of its servants, employees, agents, contractors, invitees, concessionaires and licensees and the indemnification of Landlord and others under this Lease.
- (f) On or before the Delivery Date, Tenant shall deliver to Landlord certificate(s) evidencing the requisite insurance coverage under this Lease.

#### 4.3 Acceptance of Premises

Pursuant to Schedule "C" Section 1 entitled Landlord Work, Tenant accepts the Premises in the state and condition in which they are received from Landlord, "as is".

#### 4.4 Licence to Use Common Facilities

Subject to all other relevant provisions of this Lease, Landlord grants to Tenant the non-exclusive licence during the Term to use for their intended purposes, in common with others entitled thereto, such portions of the Common Facilities as are reasonably required for the use and occupancy of the Premises for their intended purpose during Business Hours and such other hours, if any, as the Common Facilities are open for use, as determined by Landlord from time to time.

#### 4.5 Quiet Enjoyment

Subject to all of the terms of this Lease and subject to Tenant's paying all Rent and performing all obligations whatsoever as and when the same are due to be paid and performed by Tenant, Tenant may peaceably possess and enjoy the Premises for the Term without interruption by Landlord or any Person claiming by, from or under Landlord.

#### 4.6 Fixturing of Premises

By the Commencement Date, Tenant shall fixture the Premises and commence business thereon.

### 5. RENT

#### 5.1 Tenant to Pay

Tenant shall pay in lawful money of Canada at par at such address as shall be designated from time to time by Landlord Basic Rent and Additional Rent (all of which is herein sometimes referred to collectively as "Rent") as herein provided without any deduction, set-off or abatement whatsoever, Tenant hereby agreeing to waive any rights it may have pursuant to the provisions of Section 35 of the *Commercial Tenancies Act* (Ontario) or any other statutory provision to the same or similar effect and any other rights it may have at law to set-off. On the Commencement Date and the first day of each year thereafter and at any time when required by Landlord, Tenant shall deliver to Landlord as requested by Landlord either post-dated cheques or a requisition for a pre-authorized debit from Tenant's bank account in such form as reasonably required by Landlord, for all payments of Basic Rent and estimates by Landlord of Additional Rent or any portions thereof payable during the balance of such fiscal period.

#### 5.2 Rent and Management Fee

- (a) Tenant shall pay to Landlord Basic Rent in equal monthly instalments in advance on the first day of each month during the Term.
- (b) In addition to Basic Rent, Tenant shall pay to Landlord as Additional Rent:
  - (i) all other amounts as and when the same shall be due and payable pursuant to the provisions of this Lease (all of which shall be deemed to accrue on a per diem basis);
  - (ii) all other amounts payable pursuant to any other agreement or obligation between Landlord and Tenant (whether or not related to the Premises) as and when the same shall be due and payable; and
  - (iii) the Management Fee.

Tenant shall promptly deliver to Landlord upon request evidence of due payment of all payments of Additional Rent required to be paid by Tenant hereunder, to the extent same are payable to a Person other than Landlord.

#### 5.3 Deemed Rent and Allocation

- (a) If Tenant defaults in payment of any Rent (whether to Landlord or otherwise) or any Sales Taxes as and when the same are due and payable hereunder, Landlord shall have the same rights and remedies against Tenant (including rights of distress and the right to accelerate Rent in accordance with Section 16.1) upon such default as if such sum or sums were Rent in arrears under this Lease. All Rent and Sales Taxes shall, as between the parties hereto, be deemed to be Rent due or Sales Taxes due on the dates upon which such sum or sums were originally payable pursuant to Section 5.1 of this Lease.

- (b) No payment by Tenant or acceptance of payment by Landlord of any amount less than the full amount payable to Landlord, and no endorsement, direction or note on any cheque or other written instruction or statement respecting any payment by Tenant shall be deemed to constitute payment in full or an accord and satisfaction of any obligation of Tenant and Landlord may receive any such lesser amount and any such endorsement, direction, note, instruction or statement without prejudice to any of Landlord's other rights under this Lease or at law, whether or not Landlord notifies Tenant of any disagreement with or non-acceptance of any amount paid or any endorsement, direction, note, instruction or statement received.
- (c) Tenant agrees that Landlord may, at its option to be exercised by written notice to Tenant at any time, and without regard to and notwithstanding any instructions given by or allocations in respect of such amounts made by Tenant, apply all sums received by Landlord from Tenant or any other Persons in respect of any Rent to any amounts whatsoever payable by Tenant and it is further agreed that any allocation made by Landlord, on its books and records or by written notice to Tenant or otherwise, may subsequently be re-allocated by Landlord as it may determine in its sole discretion, and any such allocation and re-allocation from time to time shall be final and binding on Tenant unless and to the extent subsequently re-allocated by Landlord. Notwithstanding the foregoing, reallocation of any and all sums received by Landlord from Tenant may not be allocated or applied to costs, expenses, charges, or fees that are disputed by Tenant.

#### 5.4 Monthly Payments of Operating Costs, Management Fee and Realty Taxes

- (a) Landlord may from time to time estimate any amount(s) payable by Tenant pursuant to any provisions of this Lease for the then current or the next following fiscal period, provided that Landlord may, in respect of any particular item, shorten such fiscal period to correspond to a shorter period within any fiscal period, where such item, for example Realty Taxes, is payable in full by Landlord over such shorter period, and may notify Tenant in writing of the estimated amounts thus payable by Tenant, which notification need not ~~shall~~ include particulars. The amounts so estimated shall be payable by Tenant in advance in equal monthly instalments over the fiscal period, such monthly instalments being payable on the same day as the monthly payments of Basic Rent. Landlord may, from time to time, designate or alter the fiscal period selected in each case. As soon as practicable, not to exceed one hundred and eighty (180) days (it being hereby acknowledged that neither party shall be relieved of its obligations hereunder as a result of Landlord's failure to deliver such statement within such one hundred and eighty (180) day period) after the expiration of each fiscal period, Landlord shall make a final determination of the amounts payable by Tenant pursuant hereto for such fiscal period and shall furnish to Tenant, showing in reasonable detail the method by which the same has been calculated, a statement of the actual Operating Costs, Management Fee and Realty Taxes for such fiscal period ("**Final Statement**"). If the amount determined to be payable by Tenant as aforesaid shall be greater or less than the payments on account thereof made by Tenant prior to the date of such determination, then the appropriate adjustments will be made and Tenant shall pay any deficiency to Landlord within thirty (30) days after delivery of the Final Statement and the amount of any overpayment shall, at Landlord's option, be paid to or credited to the account of Tenant within thirty (30) days after the delivery of the Final Statement. For greater certainty, the parties shall reconcile Additional Rent as aforesaid in this subsection 5.4(a) even if verification is proceeding in accordance with the verification protocol set forth in the balance of this Section 5.4.
- (b) Tenant agrees that it shall not be entitled to make any claim, including the commencing of an action against Landlord, with respect to any Additional Rent charges payable hereunder for any fiscal period unless such claim is made within three (3) months after the date on which Landlord has delivered to Tenant a Final Statement or Additional Information, as the case may be, for such fiscal period; subject to any claim or request for Additional Information being made within the time as aforesaid, each Final Statement shall be final and binding on Tenant.
- (c) Notwithstanding Landlord's obligation to provide the Additional Information as provided in subsection 5.4(b) above, Landlord shall be under no obligation to disclose to Tenant any Additional Information containing details of rent payable by any other occupant of the Project.

## 5.5 Adjustments

- (a) All amounts of Rent payable for less than a full month or year or payable for any period not falling entirely within the Term shall be adjusted between Landlord and Tenant on a per diem basis.
- (b) All amounts of Rent determined or estimated as an amount per square foot shall be adjusted between Landlord and Tenant based on the determination or re-determination from time to time, of Rentable Area of the Premises or other areas within the Project. The effective date of adjustment shall be: (i) in the case of a reconfiguration of areas within the Project, the effective date of such reconfiguration; and (ii) in the case of error, the date upon which such error became known to the parties.

## 5.6 Deposit

The amount of any such Rent Deposit described in subsection 1(h) shall be held by Landlord without interest and applied to Rent and Sales Taxes as they fall due under this Lease. The amount of any Security Deposit described in subsection 1(h) shall be held by Landlord without interest as security for the due performance by Tenant of its obligations under this Lease and providing, in every such event, the Tenant receives the applicable notice to cure such default in accordance with the terms of this Lease, may be applied, in the Landlord's discretion, to remedy any default by Tenant hereunder and, in the absence of such default, the deposit shall be applied to the Rent and Sales Taxes for the last month of the Term. If Landlord draws moneys from the deposit for the purpose of remedying any default of Tenant, Tenant shall, at the request of the Landlord, pay forthwith to Landlord the amount of money required to replace the moneys so drawn by Landlord.

## 6. TAXES

### 6.1 Payment of Taxes

Landlord shall have the right to require Tenant to pay Realty Taxes and any other taxes which are Tenant's responsibility as set out herein to the relevant taxing authority or Landlord shall have the right to pay any such Realty Taxes or other taxes directly to such taxing authority without thereby affecting Tenant's obligation to pay or contribute to such Realty Taxes or other taxes. To the extent Realty Taxes are actually received by Landlord from Tenant, and subject to Landlord's rights herein to be able to contest or withhold same, Landlord shall pay same to the relevant taxing authority.

### 6.2 Taxes Payable by Tenant

Tenant shall pay to Landlord or the relevant taxing authority, as required by Landlord, all Realty Taxes levied, confirmed, imposed, assessed or charged against or in respect of the Premises and all furnishings, fixtures, equipment, improvements and alterations in or forming part of the Premises, and including, without limiting the generality of the foregoing, any such Realty Taxes levied, confirmed, imposed, assessed or charged against the Premises in respect of Common Facilities.

### 6.3 Determination of Tenant's Taxes

Whether or not there is a separate bill for Realty Taxes charged against the Premises or a separate assessment, the Realty Taxes charged against the Premises shall be reasonably and equitably determined by Landlord and the cost of making such determination shall be included in Operating Costs. In making such determination Landlord shall have the right, but not the obligation, to reasonably and equitably allocate Realty Taxes to the Premises and all other portions of the Project by using such criteria as Landlord, in its sole discretion, shall determine to be relevant including, without limitation:

- (a) the then current established principles of assessment used by the relevant assessing authorities;
- (b) assessments of the Premises and any other portions of the Project in previous periods of time;
- (c) the Proportionate Share;
- (d) any act, religion or election of Tenant or any other occupant of the Project which results in an increase or decrease in the amount of Realty Taxes which would otherwise have been charged against the Project or any portion thereof; and
- (e) the quality of construction, use, location within the Project or income generated by the Premises and/or the assessor's valuation of the Premises or Project.

Notwithstanding any other contrary provisions of this Lease, if, at any time during a fiscal period, any part of the Project is not one hundred percent (100%) occupied, the Realty Taxes shall be allocated by Landlord to the Building(s), the Common Facilities and the other components of the Project without regard to any credits which may be received or receivable by Landlord in respect of any vacant premises within the Project and without regard to any reduced tax rate for such vacant premises. Landlord may use an expert to assist it in making such determination and allocation and all cost incurred in so doing shall be included in Operating Costs.

#### 6.4 Business Taxes and Sales Taxes

- (a) Tenant shall pay as and when the same are due and payable all taxes, if any, reasonably allocated by Landlord which are attributable to the personal property, trade fixtures, income, occupancy, sales or business of Tenant or any other occupant of the Premises and to the use of the Premises by Tenant or any other occupant, whether or not charged against Landlord or the Premises.
- (b) Tenant shall pay to Landlord when due all Sales Taxes imposed on Landlord or Tenant in respect of this Lease.

#### 6.5 Tax Bills and Assessment Notices

Tenant shall promptly deliver to Landlord forthwith upon Tenant's receiving the same:

- (a) copies of all assessment notices, tax bills and any other documents received by Tenant related to Realty Taxes chargeable against or in respect of the Premises or the Project; and
- (b) receipts for payment of Realty Taxes and business taxes, if any, payable by Tenant directly to the taxing authority pursuant hereto.

On or before the expiry of each fiscal period, Tenant shall provide to Landlord evidence satisfactory to Landlord that all Realty Taxes and business taxes, if any, payable by Tenant directly to the taxing authority pursuant to the terms hereof up to the expiry of such fiscal period, including all penalties and interest resulting from late payment of Realty Taxes and business taxes, have been duly paid.

#### 6.6 Contest of Realty Taxes

- (a) Realty Taxes, or the assessments in respect of Realty Taxes, which are the subject of any contest by Landlord shall nonetheless be payable by Tenant in accordance with the foregoing provisions hereof provided, however, in the event Tenant shall have paid any amount in respect of Realty Taxes in excess of the amount ultimately found payable as a result of the disposition of any such contest, and Landlord receives a refund in respect thereof, the appropriate amount (net of all costs incurred in obtaining such refund) of such refund shall be credited to the account of Tenant or paid to Tenant, net of any amounts then owing by Tenant to Landlord.
- (b) Landlord may contest any Realty Taxes with respect to the Premises or all or any part of the Project and appeal any assessments related thereto and may withdraw any such contest or appeal or may agree with the relevant authorities on any settlement, compromise or conclusion in respect thereof and Tenant consents to Landlord's so doing. Tenant will cooperate with Landlord in respect of any such contest and appeal and shall make available to Landlord such information in respect thereof as Landlord reasonably requests. Tenant will execute forthwith on request all consents, authorizations or other documents as Landlord reasonably requests to give full effect to the foregoing.
- (c) Tenant will not contest any Realty Taxes or appeal any assessments related to the Premises or the Project.
- (d) Tenant shall pay, as Additional Rent, its share of the costs of investigating and contesting Realty Taxes and/or assessments on the following basis: (i) Proportionate Share; (ii) as allocated based on Realty Taxes payable by Tenant pursuant hereto; or (iii) based on any tax savings realized as a result of such investigation and contesting of Realty Taxes and/or assessments in respect thereof.

### 7. OPERATING COSTS

#### 7.1 Tenant's Payment of Operating Costs

Tenant shall pay to Landlord the Proportionate Share of Operating Costs.

## 7.2 Excess Costs

- (a) If, by reason of:
- (i) the conduct of business on the Premises outside Business Hours; or
  - (ii) the particular use or occupancy of the Premises or any of the Common Facilities; or
  - (iii) the requirement for any services beyond Building standard services, such as, without limitation, additional security, ~~additional and extraordinary~~ janitorial services or special procedures for waste disposal (whether relating to quantity or the nature of the waste) hoisting, supervision and receiving, delivery or storing of items;

additional costs in the nature of Operating Costs, such as, without limitation, costs of: insurance (including insurance increases incurred by tenants of the Project); utilities; security; janitorial; HVAC and/or waste disposal, are incurred in excess of the costs which would otherwise have been incurred for such items, then Landlord shall have the right, but not the obligation, to determine such excess costs on a reasonable and equitable basis ("Excess Costs") and require Tenant to pay such Excess Costs, plus fifteen percent (15%) of the amount thereof.

- (b) If Tenant or any other tenant of the Project, pursuant to its lease or otherwise by arrangement with Landlord, provides at its cost any goods or services the cost of which would otherwise be included in Operating Costs, or if any goods or services the cost of which is included in Operating Costs benefit any portion of the Project to a materially greater or lesser extent than any other portion of the Project, then either the denominator for determining a Proportionate Share, or alternatively the amount of Operating Costs, may be adjusted as determined by Landlord, at its option, to provide for the reasonable and equitable allocation of the cost of such goods and services among the tenants of the Project.

## 8. USE OF PREMISES

### 8.1 Permitted Use

- (a) Tenant covenants that it shall not use and shall not cause, suffer or permit the Premises to be used for any purpose other than as described in subsection 1(i) hereof. Tenant acknowledges that Landlord is making no representation or warranty as to Tenant's ability to use the Premises for its intended use and Tenant shall, prior to executing this Lease, perform such searches and satisfy itself that its use is permitted under all applicable Laws and that Tenant will be able to obtain an occupancy permit.
- (b) Tenant acknowledges that Landlord has granted exclusive covenants and may grant other exclusive covenants to tenants of the Project and accordingly, Tenant covenants that it shall carry on only the business permitted to be carried on in the Premises as and to the extent set out in subsection 1(i) of this Lease and in no other manner whatsoever.

### 8.2 Conduct of Business

At all times throughout the Term, Tenant shall continuously, actively and diligently conduct its business in the whole of the Premises in an up-to-date, first-class and reputable manner, in keeping with the Building Standard.

### 8.3 Tenant's Fixtures

Tenant shall install and maintain in the Premises at all times during the Term trade fixtures, furnishings and equipment at least equal to Building Standard. Tenant shall not remove any trade fixtures or other contents from the Premises during the Term except that Tenant may, provided it is not in default, remove trade fixtures or contents in the ordinary course of business or for the purpose of replacing them with others at least equal in value and function to those being removed.

### 8.4 Signs

Tenant shall not erect, install or display any sign or display on or visible from the exterior of the Premises except for: (i) one (1) Building standard sign on, or adjacent to, the main entry door to the Premises (as dictated by the applicable sign policy for the Building); (ii) one (1) Building standard entry on the directory board, if any, provided for the elevator lobby of the floor(s) on which the Premises are located; and (iii) one (1) Building standard entry on the directory board, if any, provided for the main lobby of the Building, all



of which shall be installed by Landlord at Landlord's cost for initial installation only (it being hereby acknowledged and agreed that any modifications to such initial installation shall be installed by Landlord at Tenant's cost to be paid forthwith upon request).

#### 8.5 Prohibited Uses

Tenant shall not cause, suffer or permit the Premises or any part thereof to be used at any time during the Term for any of the following sales, businesses or activities:

- (a) any retail or wholesale sales activities;
- (b) any auction;
- (c) any vending machines or other coin operated machines, entertainment or games machines or any other mechanical or electrical serving or dispensing machines or devices whatsoever or the sale or supply of food or beverages to the general public (which for clarity excludes the sale or supply of food or beverages such as are routinely served in office premises) unless expressly permitted in writing by Landlord, acting reasonably;
- (d) any sale of tickets for theatre or other entertainment events or lottery tickets;
- (e) any use which would result in people waiting in Common Facilities to enter the Premises or any other type of business or business practice which would, in the sole opinion of Landlord, tend to lower the character or image of the Project or any portion thereof;
- (f) a call centre;
- (g) a school or training centre of any kind; or
- (h) any use which might:
  - (i) result in an actual or threatened cancellation of or adverse change in any policy of insurance of Landlord or others on or related to the Project or any part or contents thereof; or
  - (ii) be prohibited by any policy of insurance of Landlord or any others in force from time to time in respect of the Project or any part or contents thereof.

The inclusion of the foregoing provisions of this Section 8.5 shall not be deemed to be a covenant, representation or warranty of Landlord that any of the foregoing activities will not be authorized by Landlord to be conducted on any part of the Project.

#### 8.6 Waste Removal

Tenant shall not allow any refuse, garbage or any loose, objectionable material to accumulate in or about the Premises or the Project. Tenant at its expense shall at all times comply with Landlord's rules and regulations regarding the separation, removal, storage and disposal of waste for the Premises. Landlord shall have the option to take over the function of separating, removing and/or disposing of the waste and the cost to Landlord of same shall be included in Operating Costs. Tenant shall be responsible for all costs of removal of waste from the Premises other than costs of routine waste removal included in Operating Costs.

#### 8.7 Waste, Nuisance and Hazardous Substances

- (a) Tenant shall not cause, suffer or permit any waste or damage to the Premises or Leasehold Improvements, fixtures or equipment therein nor permit any overloading of the floors thereof and shall not use or permit to be used any part of the Premises for any dangerous, noxious or offensive activity or any activity which involves dangerous, noxious or offensive goods and shall not do or bring anything or permit anything to be done or brought on or about the Premises or the Project which results in undue noise or vibration or which Landlord may reasonably deem to be hazardous or a nuisance or annoyance (including, for greater certainty, labour disturbances) to any other tenants or any other Persons permitted to be on the Project (collectively "Nuisance") or which may give rise to any Hazardous Substance in or about the Premises. If Landlord determines that any Nuisance or Hazardous Substance exists on or emanates from the Premises, Tenant shall forthwith on notice remedy the same. Tenant shall take every reasonable precaution to protect the Premises and the Project from risk of damage by fire, water or the elements or any other cause.

- (b) Tenant shall not, and shall not permit anyone else to, place anything on the roof of the Building or go on to the roof of the Building for any purpose whatsoever, without Landlord's prior written approval, which may be arbitrarily withheld in Landlord's sole discretion.
- (c) Tenant shall not use any advertising, transmitting or other media or devices which can be heard, seen, or received outside the Premises, except for usual business communications such as facsimile transmission, e-mail and internet use provided the same do not interfere with any communications or other systems outside the Premises.
- (d) Tenant shall be solely responsible for, and shall indemnify and save harmless Landlord and Landlord's Parties, from and against all Liabilities caused by or resulting from any Hazardous Substance at any time on or affecting the Premises or the Project resulting from (i) any act or omission of Tenant or any Tenant's Parties on the Project, or (ii) any act or omission of Tenant or any other Person on the Premises (save and except Landlord and Landlord's Parties), or (iii) any activity or substance on or generated from the Premises during the Term (save and except to the extent caused by Landlord and Landlord's Parties), and any period prior to the Term during which the Premises were used or occupied by or under the control of Tenant and any period of time following the Expiry Date that Tenant and/or Tenant's Parties use or occupy the Premises for any purpose, and Tenant shall be responsible for the clean-up and removal of any of the same and any Liabilities caused by the occurrence, clean-up or removal of any of the same, and Tenant shall indemnify Landlord in respect thereof.

#### 8.8 Compliance with Laws

- (a) Tenant shall use the Premises, and shall perform all maintenance, repairs and replacements thereto, in such manner as shall be required by or in compliance with all applicable Laws.
- (b) Tenant shall provide Landlord with evidence satisfactory to Landlord acting reasonably that Tenant has obtained and is complying with the terms of all applicable licences, approvals and permits from time to time.

#### 8.9 Telecom and Wireless Services

Tenant shall not utilize any telephone, data or other network and telecommunications services (collectively, "Telecom Services") which require the installation of any wiring or other connections or transmission services between the Premises and any other part of the Project, without Landlord's prior written consent, which consent may not be unreasonably withheld or delayed (it being acknowledged that it shall be reasonable for Landlord to withhold its consent if: (i) there is insufficient space within the Building risers and/or conduits to accommodate such Telecom Services; or (ii) the provider of such Telecom Services cannot or will not be providing similar services to other occupants of the Project). At Landlord's option, any third party telecommunications service provider which is not already providing services to other tenants of the Project shall, as a condition to being permitted to provide such service to the Premises, enter into a licence agreement with Landlord on Landlord's standard form, entitling such party to connect to or transmit to or from the Premises. Landlord, at its option, may require such third party telecommunications service provider to pay a licence fee to Landlord in an amount determined by Landlord in its sole discretion. Any costs incurred by Landlord in documenting such agreement shall be paid for by Tenant, as Additional Rent on demand. If any Telecom Services installed or used by any Person in the Premises, or installed or used by Tenant or any Tenant's Parties in the Project are determined by Landlord to be interfering with any other Telecom Services in the Project, Tenant shall forthwith on notice take such steps as may be necessary to cease such interference, including, if necessary, discontinuing such Telecom Services of Tenant.

#### 8.10 Deliveries

All deliveries to and from the Premises, and loading and unloading of goods, merchandise, refuse, materials and any other items, shall be made only by way of such driveways, access routes, doorways, corridors and loading docks as Landlord may from time to time designate and shall be subject to all applicable rules and regulations made by Landlord from time to time pursuant to this Lease.

### 9. SERVICES AND UTILITIES

#### 9.1 Utilities, Heating and Air Conditioning

- (a) Subject to the provisions of Section 16.6, Landlord will provide all utility services for the normal use of the Premises during Business Hours. All expenses relating to such usual use will form part of Operating Costs and will be payable by Tenant in accordance with the applicable provisions of this Lease.

- (b) Tenant's use of any utilities shall not exceed the available capacity of the existing systems from time to time. If Tenant desires at any time to obtain any such utilities or HVAC in excess of such available capacity, Tenant may supply and install at its expense any special wires, conduits or other equipment necessary to provide such additional capacity subject to the prior written consent of Landlord. If consumption of utilities on the Premises should, at any time, overload the available capacity of the existing systems, Tenant shall be responsible for all costs incurred by Landlord in respect of same and Tenant agrees to indemnify and save harmless Landlord from and against any and all costs, losses, claims, expenses, damages and liability whatsoever incurred by Landlord as a result of the overloading of such systems.

## 9.2 Heating and Air Conditioning

- (a) Landlord shall heat the Premises during the appropriate heating season and shall cool the Premises during the appropriate air conditioning season by means of such HVAC equipment as shall be maintained from time to time, for the normal use of the Premises during Business Hours.
- (b) If the HVAC equipment shall require maintenance, repair or replacement, Landlord shall attend to the same with reasonable promptness having regard to the then existing climatic conditions but Landlord shall not be liable for any losses or damages arising from the resulting lack of HVAC, and, in any event, Landlord shall not be liable for any indirect or consequential losses or damages or any damages for personal discomfort arising from any lack of HVAC, whether caused by Landlord's negligence or otherwise.
- (c) Without in any way implying any liability of Landlord in respect of the same and for clarification, Landlord shall not be responsible for the inadequacy of any HVAC of the Premises: (i) by reason of: (A) the use or occupancy of the Premises beyond normal office use; or (B) the electrical or other power consumed on the Premises beyond normal office use; or (C) the configuration of partitions or other items on the Premises; or (ii) if the failure of Tenant to shade windows interferes with or impairs the functioning of or places a higher demand on equipment or HVAC of the Premises.
- (d) If Tenant desires utilities or the use of HVAC equipment to provide HVAC to the Premises outside Business Hours, the same may be arranged on no less than twenty-four (24) hours' advance notice to Landlord and Tenant shall, if required by Landlord, pay for same as an Excess Cost, at Landlord's then prevailing rates from time to time for such services.

## 9.3 Exclusive Supplier

Landlord shall have the right, acting reasonably, to be exercised by written notice to Tenant, to require that Landlord, or Landlord's designated contractor(s), be the exclusive supplier, at Tenant's expense, of such services for Tenant in respect of the Premises and the Project not otherwise expressly provided for in this Lease as Landlord may designate from time to time ("Services") including, without limitation, any work to be completed on the roof, replacement of tubes, bulbs and ballasts; cleaning of carpeting, drapes and curtains; janitorial services; waste removal; any services requiring drilling or otherwise penetrating floors, walls and ceilings; and locksmithing and security arrangements. If Landlord does not require that it be the supplier of Services, only Persons approved by Landlord, acting reasonably, may supply Services to Tenant and the provision of such Services by such Persons shall be subject to reasonable rules and regulations established by Landlord from time to time.

## 10. MAINTENANCE, REPAIRS AND ALTERATIONS

### 10.1 Maintenance and Repairs of Premises

At all times throughout the Term, Tenant, at its sole expense, shall perform or cause to be performed as required hereby such maintenance, decoration, repairs and replacements and upgrading to keep the Premises and all the contents thereof to Building Standard, and in accordance with all Laws, but excluding only the obligations of Landlord expressly provided in Section 10.6 hereof and reasonable wear and tear as would be permitted by a prudent owner which in any event does not detract from the overall Building Standard of the Premises or the function of any systems, facilities or improvements therein. For the purposes of this Section 10.1 only, Premises shall not include Building standard washrooms, utility rooms and base Building mechanical and electrical systems, whether or not located within the Premises.

### 10.2 Approval of Repairs and Alterations

- (a) Save and except for Tenant's Work set out in Schedule "C" attached hereto, Tenant shall not make any repairs, replacements, changes, additions, improvements or alterations

- (collectively "**Alterations**") to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld unless such proposed Alterations might: (i) in any way affect the demising walls or entrances of the Premises or the mechanical, electrical, utility, sprinkler, communications or other similar systems within the Premises or the Project; (ii) in the opinion of Landlord, detrimentally affect the appearance or quality of the Premises or the portion of the Project in which the Premises are located, or impair the value or usefulness of the Premises or the Project; or (iii) in any way affect the coverage of the Project for zoning purposes, or parking requirements for the Project, in any of which cases such consent may be withheld unreasonably and in Landlord's sole discretion.
- (b) With its request for Landlord's consent, Tenant shall submit to Landlord details of the proposed Alterations including plans and specifications prepared by qualified professionals, architects or engineers. Such Alterations shall be completed in accordance with the plans and specifications approved in writing by Landlord.
- (c) All Alterations shall be planned and completed in compliance with all Laws and Tenant shall, prior to commencing any Alterations, save and except for Tenant's Work set out in Schedule "C" attached hereto, obtain at its expense, all necessary permits and licences and provide evidence thereof satisfactory to Landlord. Tenant hereby agrees to indemnify and save harmless Landlord from and against any damages, penalties, fines, claims, losses or liabilities whatsoever incurred by Tenant as a result of any delays in commencing and/or completing Alterations as a result of delays incurred in receiving required permits therefor.
- (d) (intentionally deleted)
- (e) All Alterations shall be performed at Tenant's cost, promptly and in a good and workmanlike manner and in compliance with Landlord's rules and regulations by competent contractors or workmen who shall be approved by Landlord, acting reasonably.
- (f) Unless expressly authorized by Landlord in writing to the contrary (Landlord expressly authorizes Tenant to proceed with Tenant's Work (Alterations and Major Alterations) set out in Schedule "C" Tenant's Work herein without a building permit at the sole option and responsibility of the Tenant), all subsequent Alterations which, under applicable Laws, may not be undertaken without a building permit, or which might affect the structure or any mechanical, electrical, utility, sprinkler, communications or other similar systems within the Premises or the Project (any of which is hereby termed a "**Major Alteration**") shall, at Landlord's option, be performed at Tenant's expense by Landlord or by contractors designated by Landlord and under Landlord's supervision and under the supervision of a qualified architect or engineer approved by Landlord, in advance. For each Major Alteration, Tenant shall pay to Landlord forthwith upon request the aggregate of:
- (i) Save and except for those Alterations (including Major Alterations) set out in Schedule "C" entitled Tenant's Work, the sum of all out-of-pocket amounts paid or payable by Landlord in connection with such Major Alterations including, without limitation, the cost of such Major Alterations and all costs incurred by any contractors, architects and/or engineers engaged by Landlord to perform and/or supervise such Major Alterations, prepare and/or review plans, drawings and specifications for such Major Alterations, all of whose costs shall be reasonably competitive in the marketplace for comparable services, comparably performed.
- (ii) (intentionally deleted)
- (iii) (intentionally deleted)
- (g) Save and except for those Alterations (including Major Alterations) set out in Schedule "C" entitled Tenant's Work, all subsequent Alterations (including Major Alterations), the making of which might disrupt other tenants or occupants of the Project or the public, shall be performed outside of the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday.
- (h) Save and except for those Alterations (including Major Alterations) set out in Schedule "C" herein entitled Tenant's Work, if Tenant performs any subsequent Alterations (including Major Alterations) without compliance with all of the foregoing provisions of this Article 10, Landlord, without prejudice to and without limiting Landlord's other rights pursuant to this Lease and at law, if the Tenant has performed subsequent Alterations (or Major Alterations) within the Premises without the Landlord consent, the Landlord shall have the right to require Tenant to remove such Alterations forthwith and either restore the Premises to the condition in which they existed prior to such Alterations or to require

Tenant to perform such Alterations in compliance with the foregoing provisions of this Article 10.

- (i) Tenant shall deliver to Landlord drawings of Tenant's Work (if any), and any subsequent Alterations (including Major Alterations) thereto, upon completion thereof.
- (j) Tenant shall ensure that all cabling installed in the Building in connection with Tenant's business in or use of the Premises is appropriately labelled. For greater certainty, installation of flammable cabling shall be strictly prohibited.
- (k) Tenant shall (whether or not such consent is granted, pay to Landlord forthwith upon request all of Landlord's reasonable out-of-pocket costs incurred in:
  - (i) dealing with Tenant's request for Landlord's consent to any future Alterations (not including those Alterations in Schedule "C"); and
  - (ii) inspecting and supervising any such future Alterations (not including those Alterations in Schedule "C") including, without limitation, fees of architects, engineers and designers,

plus fifteen percent (15%) of such costs as Landlord's overhead.

### 10.3 Notice by Tenant

Upon becoming aware of same, Tenant shall give reasonably prompt written notice to Landlord of any accident, defect, damage or deficiency in any part of the Premises or the Project, notwithstanding that Landlord may have no obligation in respect of the same. The provisions of this Section 10.3 shall not be interpreted so as to imply or impose any obligation whatsoever upon Landlord.

### 10.4 Ownership of Leasehold Improvements

All Leasehold Improvements in the Premises are, and shall forthwith upon the installation thereof become (as the case may be), the absolute property of Landlord without compensation therefor and without Landlord's having or thereby accepting any responsibility in respect of the maintenance, repair or replacement thereof, all of which shall be Tenant's responsibility.

### 10.5 Construction Liens

- (a) Tenant shall make all such payments and take all such steps as may be necessary to ensure that no lien or other charge or claim therefor or certificate of action in respect thereof (any of which is herein referred to as "Lien") is registered against the Project or any portion thereof or against either Landlord's or Tenant's interest therein as a result of any work done for, or services or material supplied to, Tenant, or in respect of the Premises. Tenant shall cause any such registrations to be discharged or vacated immediately after notice from Landlord, or within ten (10) days after registration, whichever is earlier.
- (b) Tenant shall indemnify and save harmless Landlord from and against any liabilities, claims, liens, damages, costs or expenses, including legal expenses, arising in connection with any work done for or services or materials supplied to Tenant or in respect of the Premises.
- (c) If Tenant permits any such lien registration or fails to cause any such registration to be discharged or vacated as aforesaid then, in addition to any other rights of Landlord, Landlord may, but shall not be obliged to, discharge or vacate the same by paying into court the amount claimed to be due together with any other amounts and all amounts so paid and all costs incurred by Landlord, including legal fees and disbursements, in thus arranging for the discharging or vacating of any such Lien shall be paid by Tenant to Landlord forthwith upon demand together with reasonable compensation to Landlord for administration in respect thereof.

### 10.6 Landlord's Obligations

Subject to the provisions of Article 12 herein, and subject to Tenant's obligations hereunder, Landlord shall repair and/or replace, as the case may be, to the extent required to maintain Building Standard: (a) the structure and exterior walls of the Building; (b) roof of the Building (including the roof deck and the roof membrane); (c) the transportation, electrical, mechanical and drainage equipment and any other base Building systems forming part of the Project (including base Building systems located within the Premises and Common Facilities of the Project); (d) Common Facilities; and (e) Building standard washrooms, whether or not located within Leasable Areas. In cases of emergency, Landlord may take such action as is considered by it to be prudent and reasonable to protect the Project, any Persons, any property and/or

Landlord and/or to avoid or mitigate financial or other loss, any and all of which action may be taken without prior written notice to Tenant, and without Landlord or Landlord's Parties thereby assuming any liability for doing so, or any negligence for taking such action or for the manner in which it takes such action, or for failing to take such action. Landlord's costs of compliance with this Section 10.6 shall be included in Operating Costs to the extent provided in the definition thereof.

## 11. END OF TERM

### 11.1 Vacating of Possession

Forthwith upon the expiry or earlier termination of the Term, Tenant shall peaceably deliver to Landlord vacant possession of the Premises in Building Standard condition and otherwise in the condition in which Tenant is required to keep the Premises during the Term pursuant hereto (subject to reasonable wear and tear as would be permitted by a prudent owner which in any event does not detract from the overall Building Standard of the Premises or the function of any systems, facilities or improvements therein) and shall leave the Premises in a neat, clean and broom swept condition and Tenant shall deliver to Landlord all keys for the Premises and all keys or combinations to locks on doors, safes or vaults in the Premises.

### 11.2 Removal of Trade Fixtures

Provided Tenant is not in default hereunder, or if otherwise required by Landlord, Tenant shall, at the expiry or earlier termination of the Term, remove its trade fixtures and all other personal property from the Premises and removal of such trade fixtures and other personal property, and shall repair any damage caused thereby. If, at the expiry or earlier termination of the Term, Tenant does not remove its trade fixtures or any of its other property from the Premises, Landlord shall have no obligation in respect of any such trade fixtures or property and may sell or destroy the same or have them removed or stored at the expense of Tenant or dispose of them in any other manner whatsoever as may be determined by Landlord in its sole discretion; at the option of Landlord, such trade fixtures or property not removed at the expiry or earlier termination of the Term shall become the absolute property of Landlord without payment of any compensation therefor to Tenant and may be dealt with by Landlord in such manner as it determines.

### 11.3 Removal of Trade Fixtures

- (a) All Leasehold Improvements shall immediately, on their placement, become Landlord's property without compensation to Tenant. Except as otherwise agreed by Landlord in writing, no Leasehold Improvements or trade fixtures shall be removed from the Premises by Tenant either during or at the expiry or earlier termination of the Term except that:
  - (i) Tenant may, during the Term, in the usual course of its business, remove its trade fixtures, provided that Tenant is not in default under this Lease, and at the end of the Term or earlier termination of the Term, Tenant shall remove its trade fixtures within the Premises and all connections and other attachments associated therewith; and
  - (ii) **(Intentionally deleted)**

and in so doing shall repair all damage resulting therefrom, and shall restore the Premises or that portion of the Premises so affected by such removal of such trade fixtures or to such other extent as may be required by Landlord at such time ("**Restoration**"). For clarity purposes, the Tenant shall not be required to remove Leasehold Improvements and restore the Premises to its original condition.
- (b) If Tenant does not remove its trade fixtures prior to the expiry or earlier termination of the Term, such trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord in such manner as it deems advisable. For greater certainty, Tenant's trade fixtures shall not include any of the following: (i) heating, ventilating or air-conditioning systems, facilities and equipment serving the Premises; (ii) floor coverings; (iii) light fixtures; (iv) suspended ceiling and ceiling tiles; (v) wall and window coverings; and (vi) partitions within the Premises. Notwithstanding anything in this Lease, Landlord shall be under no obligation to repair or maintain Tenant's installations.
- (c) **(Intentionally deleted)**
- (d) Tenant shall co-operate with Landlord in its completion of a move-out inspection prior to the expiry or earlier termination of this Lease.

## 11.4 Overholding by Tenant

- (a)
- (i) If Tenant remains in possession of all or any part of the Premises after the expiry of the Term with the written consent of Landlord but without any further written agreement, this Lease shall not be deemed thereby to have been renewed or extended and Tenant shall be deemed conclusively to be occupying the Premises as a monthly tenant on the same terms as set forth in this Lease so far as they would be applicable to a monthly tenancy except the monthly Basic Rent shall be one hundred and fifty percent (150%) of the monthly Basic Rent payable during the last year of the Term.
  - (ii) If Tenant remains in possession of all or any part of the Premises after the expiry of the Term without the express written consent of Landlord, Landlord's acceptance of Basic Rent after the expiry of the Term shall not constitute Landlord's consent to such overholding and, in such case and until such time as the parties enter into a written agreement which provides otherwise, Tenant shall be required to pay a monthly Basic Rent of one hundred and fifty percent (150%) of the monthly Basic Rent payable during the last year of the Term.
- (b) If any of the obligations of Tenant pursuant to this Lease have not been completed by the expiry or earlier termination of this Lease ("End of Term"), such obligations shall survive such End of Term and Tenant shall continue to be responsible for the same. Notwithstanding the foregoing, Landlord, at its option, may perform any such obligations which have not been completed on or before the End of Term (other than the payment of Rent), the cost of which, plus fifteen percent (15%) of such cost, shall be paid by Tenant to Landlord forthwith upon request.

## 12. DAMAGE AND DESTRUCTION

### 12.1 Damage to Premises or Project

If the Premises or the Project are damaged or destroyed, in whole or in part, by fire or any other occurrence, this Lease shall nonetheless continue in full force and effect and there shall be no abatement of any item included in Rent except as expressly provided in this Article 12, and the following provisions of this Article 12 shall apply.

### 12.2 Damage to Premises

- (a) If there is damage and/or destruction ("**Damage**") to the Premises such as to render the whole or any part of the Premises unusable or inaccessible for the purpose of Tenant's use and occupancy thereof, Landlord shall deliver to Tenant within sixty (60) days following the occurrence of such Damage the Architect's written opinion as to whether or not the same is capable of being repaired, to the extent of Landlord's repair obligations hereunder, within a period (which period of time shall be hereinafter referred to as the "**Actual Construction Time**") of one hundred eighty (180) days following Landlord's receipt of all permits required for the repair or reconstruction of such Damage.
- (b) If this Lease is not terminated as herein in this Article 12 provided, Landlord shall diligently proceed to perform such repairs to the Premises to the extent of its express obligations pursuant to Section 10.6 hereof and Tenant, commencing as soon as is practicable but without interfering with Landlord's repairs, shall diligently proceed to perform such repairs as are Tenant's responsibility pursuant hereto. In any event, within thirty (30) days after Landlord has completed its repairs to the Premises to the point where Tenant could commence its repair work or commence the conduct of business on the Premises, Tenant shall complete its repairs to the Premises and shall fully fixture the Premises and recommence the operation of Tenant's business as permitted and required pursuant hereto.
- (c) If:
  - (i) in the Architect's opinion, the Premises are not capable of being repaired by Landlord as aforesaid within the Actual Construction Time; or
  - (ii) at the time of occurrence of such Damage Tenant was not in actual physical occupancy of the whole of the Premises for the active and diligent conduct of business therefrom, or

- (iii) such Damage occurs within one (1) year prior to the expiry of the Term and either there are no remaining rights in favour of any party hereto to extend or renew this Lease or any party hereto having the right to renew or extend this Lease fails to do so within fifteen (15) days following the occurrence of such Damage (it being acknowledged that any express notice provisions for same would thereby be waived), or
- (iv) the Damage exceeds by twenty-five percent (25%) or more of the Rentable Area of the Project,

then,

- (1) Landlord may elect, by written notice to Tenant, and,
- (2) in the case of subsection 12.2(c)(iii) above only, Tenant may elect, upon written notice to Landlord,

in both cases within thirty (30) days after delivery by Landlord of the opinion provided for in subsection 12.2(a) above, to terminate this Lease, whereupon, in the event of any such termination by either Landlord or Tenant, Tenant shall immediately surrender possession of the Premises and Basic Rent and all other payments for which Tenant is liable pursuant hereto shall be apportioned to the effective date of such termination, subject to the provision for abatement set forth in subsection 12.2(d) below.

- (d) If the Damage is such as to render the whole or any part of the Premises unusable or inaccessible in whole or in part for the purpose of Tenant's use and occupancy, as permitted hereby, then the Rent payable hereunder shall abate from the date of such Damage, to the extent that Tenant's use and occupancy of and/or ability to access the Premises is in fact thereby diminished, which determination shall be made by the Architect, until the earlier of: (i) the sixtieth (60th) day after the Premises are ready for Tenant to commence its repairs to the Premises as reasonably determined by Landlord's Architect; and (ii) the date on which Tenant first commences the conduct of business in any part of the Premises which had been Damaged following the date of the occurrence of such Damage.

### 12.3 Damage to Project

If twenty five percent (25%) or more of the Rentable Area of the Project is Damaged, whether or not there is any Damage to the Premises, Landlord may, at its option, elect, by written notice given to Tenant within sixty (60) days after such occurrence, to terminate this Lease as of a date specified in such notice, which date shall be not less than ninety (90) days and not more than one hundred eighty (180) days after the giving of such notice, in which event Tenant shall vacate and surrender possession of the Premises by no later than the said date of termination, and Rent and all other payments for which Tenant is liable pursuant to this Lease shall be apportioned to the effective date of termination, subject to the provision for abatement set forth in subsection 12.2(d) above. If Landlord does not so elect to terminate this Lease, Landlord shall diligently proceed to repair and rebuild the Damage to the extent of its obligations pursuant hereto.

### 12.4 Restoration of Premises or Project

If there is Damage to the Premises or the Project and if this Lease is not terminated pursuant hereto, Landlord, in performing its repairs to the Premises or the Project as required hereby, shall not be obliged to repair or rebuild in accordance with the plans or specifications for the Premises or the Project as they existed prior to such Damage but Landlord may repair or rebuild the same in accordance with any plans and specifications chosen by Landlord in its sole and absolute discretion provided that the general overall quality of the Project is not materially detrimentally affected by any difference in plans or specifications.

### 12.5 Determination of Matters

For the purposes of this Article 12, all matters requiring determination such as, without limitation, the extent to which any area(s) of the Premises or the Project are Damaged or are rendered inaccessible, or the times within which repairs may be made, unless expressly provided to the contrary, shall be determined by the Architect and such determination shall, in the absence of manifest error, be final and binding on the parties.

## 13. INSURANCE AND INDEMNITY

### 13.1 Landlord's Insurance

Landlord shall obtain and maintain in full force and effect during the Term with respect to the Project insurance against such occurrences and in such amounts as would be carried by reasonably prudent owners



of properties similar to the Project and which coverage shall include the following, if commercially available:

- (a) "all risks" property insurance on the Building, excluding Leasehold Improvements and excluding the Premises but including equipment contained therein owned or leased by Landlord, for not less than the full replacement cost thereof;
- (b) boiler and machinery insurance including repair and/or replacement;
- (c) rental income insurance;
- (d) commercial general liability insurance; and
- (e) such other insurance and insurance in such amounts and on such terms as Landlord, in its discretion, may determine.

The policies of insurance referred to in this Section 13.1 shall contain a waiver of the insurer's right of subrogation as against Tenant. Landlord hereby waives its right of recovery against Tenant and Tenant's Parties with respect to all claims required to be insured against by Landlord hereunder.

Notwithstanding Tenant's contribution to Landlord's costs and premiums respecting such insurance pursuant to the terms of this Lease, Tenant shall not have any insurable or other interest in any of Landlord's insurance and, in any event, Tenant shall not have any interest in or any right to recover any proceeds under any of Landlord's insurance policies.

### 13.2 Tenant's Effect On Landlord's and Other Insurance

In the event of an actual or threatened cancellation of or adverse change in any policy of insurance of Landlord or any others on or related to the Project or any part or contents thereof by reason of:

- (i) the use or occupancy of the Premises by Tenant or any other Person permitted by Tenant on the Premises; or
- (ii) anything placed on or permitted by Tenant or any Person permitted by Tenant on the Premises or by Tenant or Tenant's Parties on any part of the Project; or
- (iii) any use, act or omission of Tenant or any Person permitted by Tenant on the Premises or by Tenant or Tenant's Parties on any part of the Project; or
- (iv) any contents or articles on the Premises; or
- (v) any content or articles for which Tenant and/or Tenant's Parties are responsible for which Tenant and/or Tenant's Parties are responsible on any part of the Project,

and if Tenant fails to remedy the situation, condition, use or occupancy or other factor giving rise to such actual or threatened cancellation or if Tenant has otherwise failed to adequately address the change within twenty four (24) hours after notice thereof by Landlord, Landlord may, at its option, either:

- (a) terminate this Lease forthwith by written notice; or
- (b) remedy the situation, condition, use, occupancy or other factor giving rise to such actual or threatened cancellation or otherwise address the change, and for such purpose Landlord shall have the right to enter upon the Premises without further notice, all at the cost of Tenant to be paid to Landlord forthwith upon demand.

### 13.3 Tenant's Insurance

- (a) Tenant shall, at its sole cost and expense, obtain and maintain in full force and effect at all times with respect to the Premises insurance throughout the Term and any extension and or renewal thereof (and such other times, if any, as Tenant occupies the Premises) which coverage shall include the following:
  - (i) commercial general liability insurance for bodily injury and property damage including the following extensions: owners and contractors protective; products and completed operations; personal injury; occurrence basis property coverage; blanket written contractual; non-owned automobile liability; severability of interests; cross liability; and employer's liability, all on an occurrence basis with coverage for any one occurrence or claim of not less than Five Million (\$5,000,000.00) Dollars per occurrence;

- (ii) "all risks" property insurance covering the Leasehold Improvements, and all other property of every description, nature and kind owned by Tenant or for which Tenant is legally liable, which is installed, located or situate in or about the Premises or elsewhere in the Project, including without limitation, trade fixtures, furnishings, equipment, all inventory or stock in trade and all signs in, on or about the Premises, for not less than the full replacement cost thereof;
  - (iii) if applicable, broad form comprehensive boiler and machinery insurance on all insurable objects located on the Premises or which are the property or responsibility of Tenant, including repair or replacement endorsement;
  - (iv) business interruption insurance, including extra expense insurance, either as an extension to or on the same form as the insurance referred to in subsections 13.3(a)(ii) and 13.3(a)(iii) above, and in such amounts from time to time as necessary to fully compensate Tenant for direct or indirect loss of sales or earnings and extra expenses incurred resulting from or attributable to any of the perils required to be insured against under the policies referred to in subsections 13.3(a)(ii) and 13.3(a)(iii) above, and all circumstances usually insured against by prudent tenants including losses resulting from interference with or prevention of access to the Premises or the Project as a result of such perils or for any other reason;
  - (v) plate glass insurance on all internal and external glass within, fronting or forming part of the Premises; however notwithstanding the foregoing, Tenant may elect to self insure for the insurance described in this subsection 13.3(a)(v); and
  - (vi) any other insurance against such risks and in such form and amounts as Landlord may from time to time reasonably require upon not less than thirty (30) days' written notice, provided Landlord agrees it shall not require Tenant to maintain additional insurance coverage unless such additional insurance coverage has become generally accepted insurance, generally maintained by comparable tenants or is required as a result of the particular nature of Tenant's business operations.
- (b) The insurance policies referred to in this Section 13.3 shall be subject to such higher limits as Tenant, or Landlord acting reasonably may require from time to time, provided Landlord agrees it shall not require Tenant to maintain higher limits unless such higher limits have become generally accepted limits, generally maintained by comparable tenants or are required as a result of the particular nature of Tenant's business operations. The policies referred to in subsection 13.3(a) above shall contain a waiver of the insurer's right of subrogation against Landlord and Landlord's Parties and, notwithstanding anything contained in this Lease to the contrary, Tenant hereby waives its right of recovery against Landlord and Landlord's Parties with respect to all matters required to be insured against by Tenant hereunder. The policy referred to in subsection 13.3(a)(i) shall name Landlord and any others designated by Landlord as additional insureds and the policies referred to in subsections 13.3(a)(ii), (iii), (v) and, to the extent applicable (vi), shall name Landlord and any others designated by Landlord as loss payee as their interests may appear. Any and all deductibles in Tenant's insurance policies shall be borne solely by Tenant and shall not be recovered or attempted to be recovered from Landlord. In addition, all such policies shall be non-contributing with, and will apply only as primary and not excess to, any insurance proceeds available to Landlord.
- (c) Tenant shall provide to Landlord at the commencement of the Term and at least thirty (30) days prior to the renewal of all insurance referred to in this Section 13.3, and promptly at any time upon request, a certificate of insurance evidencing the insurance coverage required to be maintained by Tenant in accordance with this Section 13.3. The delivery to Landlord of a certificate of insurance or any review thereof by or on behalf of Landlord shall not limit the obligation of Tenant to provide and maintain insurance pursuant to this Section 13.3 or derogate from Landlord's rights if Tenant shall fail to fully insure. Where used in this subsection 13.3(c), the term "Landlord" shall include Landlord's manager of insurance, if any.
- (d) All policies shall provide that the insurance shall not be cancelled or changed below the requirements set out in Section 13.3 without at least thirty (30) days prior written notice given by the insurer to Landlord. All policies of insurance shall be placed with a company licensed to sell commercial insurance in Canada.

- (e) Tenant acknowledges and agrees that, if it fails to obtain and maintain in force any of the insurance policies set out in this Section 13.3, then Tenant shall indemnify and hold harmless Landlord and Landlord's Parties in respect of any such losses arising therefrom.

#### 13.4 Limitation of Landlord's Liability

Except for the Landlord's gross negligent acts or omissions, Landlord and Landlord's Parties shall not be liable under any circumstances for any damage, direct or indirect and including consequential damage caused by anything done or omitted to be done by Landlord or any Landlord's Parties or any other tenant of the Project or any Person for whom such tenant is in law responsible or any damage, including direct or indirect damage, resulting from the exercise of Landlord's control over the Project or any part thereof.

#### 13.5 Indemnity of Landlord

Tenant shall indemnify Landlord and all of Landlord's Parties and shall hold them and each of them harmless from and against any and all liabilities, claims, damages, losses and expenses, penalties, fines and sanctions of any kind whatsoever, including costs of remediation of Hazardous Substances and any fines and damages resulting from any of the same and including all legal and other consultants' fees and disbursements (collectively "**Liabilities**"), due to, arising from or to the extent contributed to by:

- (a) any breach by Tenant or any of Tenant's Parties of any of the provisions of this Lease or any Law;
- (b) any act or omission of any Person on the Premises (save and except Landlord and Landlord's Parties) or any use or occupancy of or any property in the Premises;
- (c) any act or omission of Tenant or any of Tenant's Parties on the Premises or elsewhere on or about the Project;
- (d) any injury, death or damage to persons or property of Tenant or any of Tenant's Parties or any other Persons on the Project by or with the invitation, licence or consent of Tenant caused by any reason whatsoever.

#### 13.6 Landlord's Parties

It is agreed that every indemnity, exclusion or release of liability and waiver of subrogation herein contained for the benefit of Landlord shall extend to and benefit all of Landlord's Parties; solely for such purpose, and to the extent that Landlord expressly chooses to enforce the benefits of this Section 13.6 and any other section to which it applies, for any Landlord's Parties, it is agreed that Landlord is the agent or trustee for each and all Landlord's Parties.

### 14. ASSIGNMENT, SUBLETTING AND CHANGE OF CONTROL

#### 14.1 Consent Required

- (a) Tenant shall not:
  - (i) assign this Lease in whole or in part;
  - (ii) sublet or part with or share possession of all or any part of the Premises;
  - (iii) grant any concessions, franchises, licences or other rights to others to use any portion of the Premises;
  - (iv) grant any mortgage or charge on this Lease;
  - (v) if Tenant or any occupant of the Premises is at any time a corporation, trust or partnership, transfer the issued shares in the capital stock or transfer, issue or divide any shares of the corporation or of any affiliate of the corporation, or transfer trust units or partnership interests sufficient to transfer control to others than the then present shareholders of the corporation or those in control of the trust or partnership (collectively called "**Sale**");
  - (vi) if Tenant or any occupant of the Premises is at any time a corporation, trust or partnership, merge, amalgamate or consolidate the corporation with one or more other entities or effect a corporate restructuring or reorganization, voluntarily or by operation of law (collectively called "**Reorganization**"),

(all of the foregoing being hereinafter individually or collectively referred to as "Transfer"; a party making a Transfer is referred to as a "Transferor" and a party taking a Transfer is referred to as a "Transferee"), without the prior written consent of Landlord in each instance, which consent, subject to the provisions of Section 14.3 below, may not be unreasonably withheld. Notwithstanding anything contained in the foregoing to the contrary, the provisions of subsection 14.1(a)(v) or subsection 14.1(a)(vi) shall not apply to a Sale or Reorganization by Tenant (provided Tenant is in occupancy of the Premises) so long as Tenant is a corporation whose shares are listed and traded on any recognized public stock exchange in Canada or the United States.

- (b) For greater certainty, it is agreed that it shall be reasonable for Landlord to withhold its consent to a Transfer, if:
- (i) the proposed Transferee does not have a good business reputation and experience in the use to be made of the Premises pursuant to the terms of this Lease;
  - (ii) the proposed Transferee does not have financial strength at least sufficient to satisfy all of the obligations of Tenant hereunder;
  - (iii) the proposed Transferee is an existing occupant of any part of the Project or is in some way affiliated with an existing occupant;
  - (iv) the proposed Transferee is then, or within the preceding six (6) months has been, a prospect involved in bona fide negotiations with Landlord respecting the leasing of any premises in the Project or such proposed Transferee is affiliated with such bona fide prospect;
  - (v) the proposed Transfer or proposed use or occupancy of the Premises by the proposed Transferee would result in a breach of any lease, agreement to lease or other agreement by which Landlord is bound with respect to any part of the Project;
  - (vi) in the case of a Transfer affecting Tenant, Tenant is in material default under this Lease;
  - (vii) without affecting the interpretation of Article 8 or any other provision hereof, the use proposed to be made of the Premises by the Transferee will be incompatible with the uses of other tenants of the Project, in the sole discretion of Landlord, acting reasonably, or will be more burdensome on the Project, in terms of parking requirements or any other factor, than the business previously carried on by Tenant on the Premises, or will result in a breach of any of the other provisions of this Lease;
  - (viii) Landlord is not satisfied, acting reasonably, in the case of a proposed Sale, that:
    - (1) the financial strength of Tenant will not be adversely affected by such Sale; and/or
    - (2) there will be continuity of management or business practices following such proposed Sale;
  - (ix) Landlord is not satisfied, acting reasonably, in the case of a proposed Reorganization, that:
    - (1) the financial strength of the entity resulting from such Reorganization will be equal to or better than that of Tenant as at the date of this Lease; and/or
    - (2) there will be continuity of management or business practices following such proposed Reorganization;
  - (x) Tenant fails to provide Landlord with at least fifteen (15) days' prior written notice of the proposed Transfer, which notice shall be accompanied by all of the information required pursuant to the provisions of Section 14.2 below.
- (c) If Landlord, acting reasonably, withholds, delays or refuses to give consent to any Transfer, whether or not Landlord is entitled to do so, Landlord shall not be liable for any losses or damages in any way resulting therefrom and Tenant shall not be entitled to terminate this Lease or exercise any other remedy whatever in respect thereof except to seek the order of a court of competent jurisdiction compelling Landlord to grant any such consent which Landlord is obliged to grant pursuant to the terms of this Lease.

- (d) No Transfer may be made where any portion of the Rent is lower than that provided for herein or on terms more favourable to the Transferee than the terms set out herein, if Landlord has or will, within the nine (9) months following Landlord's receipt of the notice of the Transfer, have premises in the Project available for lease that could reasonably satisfy such Transferee's needs; otherwise no Transfer may be made where any portion of the Rent is lower than the market rent or on terms more favourable than market terms for a sublease of comparable premises in the market place prevailing at the time of the Transfer.
- (e) If Landlord fails to respond to a request for consent within fifteen (15) days after receipt of such request and all other information required to be provided to Landlord, Landlord shall be deemed to have refused to grant such consent.

#### 14.2 Obtaining Consent

- (a) All requests to Landlord for consent to any Transfer shall be made to Landlord in writing together with:
  - (i) a copy of the agreement pursuant to which the proposed Transfer will be made; and
  - (ii) such information in writing as a landlord might reasonably require respecting a proposed Transferee and which might be required to provide Landlord with all the information necessary to determine whether or not the provisions of subsection 14.1(b) above have been complied with, and which information shall include, without limitation, the name, business addresses and telephone numbers, business experience, credit information and rating, financial position and banking and business references and description of business to be conducted by the Transferee on the Premises and parking requirements for such business.
- (b) ~~Intentionally deleted Tenant shall make the corporate books and records of Tenant and of any affiliate of Tenant to Landlord and its representatives for inspection at any time and from time to time, in order to ascertain whether or not there has been any Sale or Reorganization.~~
- (c) Tenant shall be responsible for payment to Landlord of all reasonable costs incurred by Landlord in considering and processing the request for consent, which costs shall include, without limitation, the cost of any credit checks, legal costs, and Landlord's reasonable administrative fee; all of which costs incurred by Landlord in respect of any such request for consent shall be the responsibility of and shall be paid by Tenant forthwith upon demand, including, in the case of consent, whether or not Landlord grants its consent. Notwithstanding anything contained in this Lease to the contrary, upon Landlord's receipt of any request for consent to Transfer from Tenant, Landlord shall have the option of requiring Tenant to first submit to Landlord a deposit on account of all of the foregoing costs, which deposit shall be in the amount of One Thousand Five Hundred Dollars (\$1,500.00), prior to Landlord having to consider such request for consent to Transfer.

#### 14.3 Landlord's Option

- (a) Notwithstanding the other provisions contained in this Article 14, Landlord shall have the option, exercisable by written notice to Tenant within fifteen (15) days after the satisfaction of the provisions of Section 14.2 above, to terminate this Lease as it relates to the whole or the portion of the Premises, as the case maybe, which is the subject of the proposed Transfer ("**Transferred Premises**") effective as of the date on which the proposed Transfer was proposed to occur.
- (b) If Landlord elects to terminate this Lease pursuant to the provisions of subsection 14.3(a) above, the party making such request for consent shall have the right, to be exercised by written notice to Landlord within ten (10) days after receipt of such notice of termination, to withdraw the request for consent to the proposed Transfer, in which case such proposed Transfer shall not be proceeded with, the notice of termination shall be null and void and this Lease shall continue in full force and effect in accordance with its terms.
- (c) If Landlord terminates this Lease as it relates to the Transferred Premises pursuant to the provisions of subsection 14.3(a) above, Tenant hereby grants to Landlord (and any others permitted by Landlord) the right, in common with Tenant and all others entitled thereto, to use for their intended purposes all portions of the Premises in the nature of Common Facilities (such as corridors, washrooms, lobbies and the like) or which are reasonably

required for proper access to or use of the Transferred Premises (such as reception area, interior corridors, mechanical or electrical systems and ducts and the like) and Landlord shall have the right to complete any demising required therefor.

#### 14.4 Terms of Transfer

In the event of any Transfer, Landlord shall have the following rights:

- (a) to require Tenant and Transferee to enter into an agreement in writing to implement any amendments to this Lease to give effect to Landlord's exercise of any of its rights hereunder;
- (b) to require Tenant and Transferee to enter into an agreement ("**Assumption Agreement**") with Landlord in writing whereby the parties agree, jointly and severally, to be bound by all of Tenant's obligations under this Lease and agree, jointly and severally, to be bound by all of the provisions of this Lease and, to the extent permitted by applicable Laws, to waive any right it, or any Person on its behalf, may have to disclaim, repudiate or terminate this Lease pursuant to any bankruptcy, insolvency, winding-up or other creditors proceeding, including, without limitation, the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), and to agree that in the event of any such proceeding Landlord will comprise a separate class for voting purposes. If the Transferee is incorporated, established or resident in a jurisdiction other than the Province of Ontario, the Assumption Agreement shall contain an attornment by the Transferee to the laws and courts of the Province of Ontario and shall be accompanied by the opinion of the Transferee's lawyer that the Assumption Agreement is binding on the Transferee in accordance with its terms, and enforceable against the Transferee in the Province of Ontario and the jurisdiction in which the Transferee is resident or domiciled;
- (c) to receive fifty percent (50%) of all amounts in respect of Rent to be paid to Tenant under the agreement in respect of such Transfer in excess of the Rent payable under this Lease (to which Landlord is entitled to receive one hundred percent (100%)), less only Tenant's out of pocket costs incurred in connection with such Transfer (including brokerage fees, advertising costs and inducements, all of which shall be evidenced by receipted invoices copied to Landlord) less, in the case of a sublease, all amounts receivable by Tenant under the sublease equal to the amounts payable by Tenant hereunder each month during the term of the sublease in respect of the Transferred Premises;
- (d) to require the Transferee, in case of a Transfer by sublease, to waive any rights pursuant to subsections 17, 21 and 39(2) of the *Commercial Tenancies Act* (Ontario) and any amendments thereto and any other statutory provisions of the same or similar effect, to retain the unexpired Term of this Lease, or any portion thereof or obtain any right to enter into any lease or other agreement directly with Landlord for the Premises or any portion thereof, or otherwise remain in possession of any portion of the Premises; and
- (e) at Landlord's option, to require, if the Transfer is a sublease or other transaction not including an assignment, that, at any time upon receipt of notice from Landlord, all amounts payable by the Transferee each month be paid directly to Landlord who shall apply the same on account of Tenant's obligations under this Lease, but no such collection or acceptance of any Rent by Landlord shall be deemed to be a waiver of Landlord's rights under this Lease or an acceptance of or consent to any such Transfer or a release of any of Tenant's obligations under this Lease.

#### 14.5 Effect of Transfer

- (a) No consent of Landlord to a Transfer shall be effective unless given in writing and executed by Landlord. No Transfer and no consent by Landlord to any Transfer shall constitute a waiver of the necessity to obtain Landlord's consent to any subsequent or other Transfer.
- (b) In the event of any Transfer or any consent by Landlord to any Transfer, Tenant shall not thereby be released from any of its obligations hereunder but shall remain bound by all such obligations pursuant to this Lease for the balance of the Term.
- (c) Tenant hereby consents to any further: (i) Transfers of this Lease; (ii) amendments of this Lease which may be made between the Transferee and Landlord; Alterations which may be made by the Transferee in accordance with the applicable provisions of this Lease, without the further consent or agreement of Tenant. Tenant shall continue to be bound by all of its obligations pursuant hereto notwithstanding any such further Transfers or any such amendments or Alterations, to the extent of what would have been Tenant's

obligations pursuant hereto had such Transfers, amendments or Alterations not been made. Tenant's obligations pursuant hereto shall not be increased as a result of any such Transfers, amendments or Alterations and Landlord agrees to provide to Tenant a copy of any such Transfers or amendments and notice of any such Alterations.

- (d) If any Transferee extends or renews this Lease pursuant to any right or option or other opportunity afforded hereunder to Tenant, or if any Transferee leases other premises pursuant to any right or option or other opportunity afforded hereunder to Tenant, Tenant shall no longer be jointly and severally liable with such Transferee for any of the obligations of Tenant resulting from the exercise thereof throughout the Term as renewed or extended pursuant to any right or option of Tenant contained in this Lease and Tenant shall be released from all obligations hereunder in respect of such extension, renewal or expansion.
- (e) Every Transferee shall be obliged to comply with all of the obligations of Tenant under this Lease. Tenant shall enforce all of such obligations against each Transferee. Any default of any Transferee shall also constitute a default of Tenant hereunder.
- (f) Tenant agrees that if this Lease is ever disclaimed, repudiated or terminated by or on behalf of a Transferee pursuant to any bankruptcy, insolvency, winding-up or other creditors' proceeding, including any proceeding under the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), or if Landlord terminates this Lease as a result of any act or default of any Transferee, Tenant shall nonetheless remain responsible for fulfilment of all obligations of Tenant hereunder for what would have been the balance of the Term but for such disclaimer, repudiation or termination and shall, upon Landlord's request, enter into a new lease of the Premises for such balance of the Term and otherwise on the same terms and conditions as in this Lease, subject to such written amendments thereto to which Tenant and Landlord had agreed at any time prior to such disclaimer, repudiation or termination, and with the exception that Tenant will accept the Premises in "as is" condition.

#### 14.6 Assignment by Landlord

Landlord shall have the right to sell, lease, convey, mortgage, or otherwise dispose of the Project or any part thereof and to assign this Lease and any interest of Landlord pursuant to this Lease without any restriction. If Landlord shall sell, lease, convey, mortgage or otherwise dispose of the Project or any part thereof or shall assign this Lease and any interest of Landlord pursuant to this Lease, then to the extent that the purchaser or assignee agrees with Landlord to assume the covenants and obligations of Landlord hereunder, Landlord shall thereupon and without further agreement be released of all liability pursuant to the terms of this Lease.

### 15. STATUS AND SUBORDINATION OF LEASE

#### 15.1 Status Statement

- (a) Tenant shall, within ten (10) days after written request from Landlord, execute and deliver to Landlord, or to any actual or proposed lender, purchaser or assignee of Landlord, a statement or certificate ("**Status Statement**"), in such form as requested by Landlord, confirming (or, if such is not the case, stating Tenant's objections thereto):
  - (i) that this Lease is unmodified and in full force and effect;
  - (ii) the date of commencement and expiry of the Term and the dates to which Basic Rent and any other Rent, including any prepaid rent have been paid;
  - (iii) whether or not there is any existing default by either party under this Lease (any defaults to be expressly identified);
  - (iv) that there is no reason why the obligations of Tenant under this Lease may not be fully enforced in accordance with their terms and that there are no defences, counter claims or rights of set off in respect of any of the same;
  - (v) the particulars of any outstanding obligations, if any, or default, if any, under any agreement between the parties, other than this Lease, which would affect the obligations of any of the parties pursuant to this Lease; and/or
  - (vi) any other items reasonably requested to be confirmed or acknowledged by Landlord or an actual or prospective mortgagee or purchaser.

- (b) In addition to the foregoing, the Status Statement may also require Tenant to:
- (i) **(Intentionally deleted)**
  - (ii) agree, confirm and acknowledge that Tenant will not agree to any amendment, surrender or early termination of this Lease and will not prepay any Rent by more than one (1) month beyond the specific terms hereof, without the prior written consent of any mortgagee or assignee of Landlord to which the Status Statement is given.
- (c) It is hereby understood and agreed that the Status Statement is intended to be relied upon by Landlord or an actual or prospective lender, purchaser and assignee of any interest of Landlord under this Lease or in the Project.

## 15.2 Subordination

At the option of Landlord to be expressed in writing from time to time, this Lease and the rights of Tenant hereunder are and shall be subject and subordinate to any and all mortgages, trust deeds and charges (any of which are herein called "**Mortgage**" or "**Mortgages**") and any and all easements and rights of way (provided that the same do not materially adversely affect Tenant's access to or use of the Premises) ("**Easements**") on or in any way affecting the Premises or the Project or any part thereof now or in the future, including all renewals, extensions, modifications and replacements of any Mortgages and Easements from time to time. Tenant shall at any time on ten (10) days' notice from Landlord or holder of a Mortgage attorn to and become a tenant of the holder of any of such Mortgages or any party whose title to the Project is superior to that of Landlord upon the same terms and conditions as set forth herein.

Tenant shall execute promptly on request by Landlord any certificates, agreements, instruments of postponement or attornment, or other such instruments or agreements as requested from time to time to postpone or subordinate this Lease and all of Tenant's rights hereunder to any of such Mortgages or Easements or to otherwise give full effect to any of the provisions of this Article 15.

## 15.3 Registration

Tenant shall not register this Lease or any short form or notice hereof except in such form as has been approved by Landlord in writing, such approval not to be unreasonably withheld or delayed, it being hereby agreed that it shall be reasonable for Landlord to withhold its consent if such short form or notice contains any financial terms of this Lease. The cost of preparation, approval, execution and registration of any notice or short form of this Lease or other document to be registered by Tenant shall be borne by Tenant and, in the case of Landlord's approval, such cost shall be payable hereunder as Additional Rent, forthwith upon demand. If Tenant registers or causes or permits there to be registered against the title to the Project any short form or notice of this Lease or other document, Tenant shall forthwith provide to Landlord details of such registration and a duplicate registered copy of the registered document. Prior to the expiry or earlier termination of this Lease, Tenant shall, at its sole cost and expense, arrange to expunge or discharge from the register of the title of the land on which the Project is located, any interest of Tenant therein.

## 16. DEFAULT AND REMEDIES

### 16.1 Default and Remedies

- (a) It shall be deemed a default hereunder if any of the following shall occur:
- (i) Tenant shall fail, for any reason, to make any payment of Rent as and when the same is due to be paid hereunder and such default shall continue for five (5) days after written notice is given to Tenant;
  - (ii) Tenant shall fail, for any reason, to perform any other covenant, condition, agreement or other obligation on the part of Tenant to be observed or performed pursuant to this Lease (other than the payment of any Rent) or any other agreement between the parties, whether or not related to the Premises (except for such events described in subsections 16.1(a)(iii) through 16.1(a)(vii) for which no cure period is available), and such default shall continue for fifteen (15) days after written notice thereof or such shorter period as expressly provided herein or, provided such default can be cured and Tenant is acting diligently, continuously and in good faith, such longer period as may be reasonably required to complete the remedying of such default;
  - (iii) Tenant shall make or purport to make a Transfer affecting the Premises, or the Premises shall be used by any Person or for any purpose, other than in compliance with and as expressly authorized by this Lease;



- (iv) Tenant makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment, arrangement or compromise with its creditors, or makes any sale in bulk of any property on the Premises (other than in conjunction with a Transfer approved in writing by Landlord and made pursuant to all applicable legislation), or steps are taken or action or proceedings commenced by any Person for the dissolution, winding up or other termination of Tenant's existence or for the liquidation of Tenant's assets;
  - (v) a trustee, receiver, receiver-manager, manager, agent or other like Person shall be appointed in respect of the assets or business of Tenant;
  - (vi) Tenant attempts to or does abandon the Premises or remove or dispose of any goods and chattels from the Premises; or
  - (vii) a writ of execution has been filed against Tenant or this Lease or any goods or other property of Tenant shall at any time be seized or taken in execution or attachment and such writ or seizure or taking remains unsatisfied for a period of five (5) days or more.
- (b) If there is an event of default then, without prejudice to and in addition to any other rights and remedies to which Landlord is entitled pursuant hereto or at law, the then current and the next three (3) months' Rent shall be forthwith due and payable and Landlord shall have the following rights and remedies, all of which are cumulative and not alternative:
- (i) to terminate this Lease in respect of the whole or any part of the Premises by written notice to Tenant (it being understood that actual possession shall not be required to effect a termination of this Lease and that written notice alone shall be sufficient), it being understood and agreed that, if this Lease is terminated in respect of part of the Premises, this Lease shall thereupon be deemed amended as necessary to give effect thereto without need for further amendment;
  - (ii) to enter the Premises as agent of Tenant and as such agent to relet them for whatever term (which may be for a term extending beyond the Term) and on whatever terms and conditions as Landlord in its sole discretion may determine and to receive the rent therefor and, as the agent of Tenant, to take possession of any furniture, fixtures, equipment, stock or other property thereon and, upon giving written notice to Tenant, to store the same at the expense and risk of Tenant or to sell or otherwise dispose of the same at public or private sale without further notice, and to make such alterations to the Premises in order to facilitate their re-letting as Landlord shall determine, and to apply the net proceeds of the sale of any furniture, fixtures, equipment, stock or other property or from the re-letting of the Premises, less all expenses incurred by Landlord in making the Premises ready for re-letting and in re-letting the Premises, on account of the Rent due and to become due under this Lease and Tenant shall be liable to Landlord for any deficiency and for all such expenses incurred by Landlord as aforesaid; no such entry or taking possession of or performing alterations to or re-letting of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention or termination is given by Landlord to Tenant;
  - (iii) to remedy or attempt to remedy any default of Tenant in performing any repairs, work or other covenants of Tenant hereunder and, in so doing, to make any payments due or claimed to be due by Tenant to third parties and to enter upon the Premises, without any liability to Tenant therefor and without any liability for any damages resulting thereby, and without constituting a re-entry of the Premises or termination of this Lease, and without being in breach of any of Landlord's covenants hereunder and without thereby being deemed to infringe upon any of Tenant's rights pursuant hereto, and, in such case, Tenant shall pay to Landlord forthwith upon demand all amounts paid by Landlord to third parties in respect of such default and all reasonable costs of Landlord in remedying or attempting to remedy any such default plus fifteen percent (15%) of the amount of such costs for Landlord's inspection, supervision, overhead and profit; and
  - (iv) to obtain damages from Tenant including, without limitation, if this Lease is terminated by Landlord, all deficiencies between all amounts which would have been payable by Tenant for what would have been the balance of the Term, but for such termination, and all net amounts actually received by Landlord for such

period of time, it being agreed that Landlord shall have no obligation to mitigate its damages whether or not this Lease is terminated.

#### 16.2 Interest and Costs

- (a) All amounts of Rent shall bear interest from their respective due dates until the actual dates of payment at a rate which shall be three percent (3%) per annum in excess of the Prime Rate.
- (b) Tenant shall be responsible for and pay to Landlord forthwith upon demand all costs incurred by Landlord, including, without limitation, reasonable compensation for all time expended by Landlord's own personnel, legal costs on a substantial indemnity basis, and all other costs of any kind whatsoever, arising from or incurred as a result of any default of Tenant or any enforcement by Landlord of any of Tenant's obligations under this Lease or any other agreement or obligation of Tenant to Landlord, whether or not related to the Premises including, but not limited to, witness costs (such as transportation, accommodation and the like).

#### 16.3 Bankruptcy and Insolvency

To the extent permitted by applicable Laws, Tenant hereby waives any right it, or any Person on its behalf, may have to disclaim, repudiate or terminate this Lease pursuant to any bankruptcy, insolvency, winding-up or other creditors proceeding, including, without limitation, the *Bankruptcy and Insolvency Act* (Canada) or the *Companies' Creditors Arrangement Act* (Canada), and agrees that in the event of any such proceeding Landlord will comprise a separate class for voting purposes. Further, Tenant agrees that the obligations and liabilities of Tenant under this Lease shall not be released or discharged or otherwise affected by the bankruptcy, winding up, liquidation, dissolution or insolvency of the partnership constituting Tenant or any partner thereof or by change in the constitution of such partnership.

#### 16.4 Landlord's Right of Distress

- (a) For the purposes of Landlord's right to distrain, Tenant's trade fixtures shall be treated as chattels notwithstanding their level of affixation to the Premises.
- (b) Tenant agrees with Landlord that, notwithstanding any statute, all goods and chattels from time to time on the Premises shall be subject to distress for Rent and the fulfilment of all of Tenant's obligations under this Lease.
- (c) Landlord may exercise any right of distress on the Premises and for such purpose may lock the Premises, change any locks on the Premises and by any means exclude Tenant from all or any parts of the Premises and Landlord shall not thereby be terminating this Lease in the absence of express written notice terminating this Lease. Tenant consents to being excluded by Landlord from all or any parts of the Premises for purposes of Landlord's exercising any right of distress.
- (d) In exercising any right of distress, Landlord may distrain against all or any goods or chattels and Tenant waives any and all rights and remedies in respect thereof, including all rights under the *Commercial Tenancies Act* (Ontario).
- (e) In addition to others entitled to do so, Landlord and its agents and employees shall have the right to purchase any goods or chattels on the Premises distrained by Landlord so long as the price paid by Landlord or its agents or employees is substantially comparable to that which might reasonably be obtained by sale under distress to an arm's length third party.

#### 16.5 Remedies to Subsist

- (a) No waiver of any of Tenant's obligations under this Lease and no waiver of any of Landlord's rights hereunder in respect of any default by Tenant hereunder shall be deemed to have occurred or be given as a result of any condoning, excusing, overlooking or delay in acting upon by Landlord in respect of any default by Tenant or by any other act or omission of Landlord including, without limitation, the acceptance of any Rent less than the full amount thereof, the acceptance of any Rent after the occurrence of any default by Tenant, or any verbal or written statements or agreements made by any employee of Landlord other than an agreement in writing duly executed on behalf of Landlord by one of its personnel with ostensible authority to do so. The waiver by Landlord of any default of Tenant or of any rights of Landlord in respect of any term, covenant or condition herein shall not be deemed to be a waiver of any subsequent default of Tenant or rights of Landlord in respect of such term, covenant or condition.

- (b) All rights and remedies of Landlord under this Lease and at law shall be cumulative and not alternative, and the exercise by Landlord of any of its rights pursuant to this Lease or at law shall at all times be without prejudice to any other rights of Landlord, whether or not they are expressly reserved. Tenant's obligations under this Lease shall survive the expiry or earlier termination of this Lease and shall remain in full force and effect until fully complied with.
- (c) If Landlord assigns this Lease to a mortgagee or holder of other security on the Premises or the Project or any part thereof or to any other Person whatsoever Landlord shall nonetheless be entitled to exercise all rights and remedies available to it pursuant to this Lease and at law without providing evidence of the approval or consent of such mortgagee, holder of other security or other Person whatsoever.

## 16.6 Impossibility of Performance

If and to the extent that either Landlord or Tenant shall be unable to fulfill or shall be delayed or restricted in the fulfilment of any obligation under this Lease, other than the payment by Tenant of any Rent or any other amounts payable by Tenant under this Lease, by reason of unavailability of material, equipment, utilities, services or labour required to enable it to fulfill such obligation or by reason of any Laws, or by reason of any strike, lock out, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations, or by adverse weather conditions (being weather conditions which preclude any work at the Project for a substantial part of a work day which causes the construction schedule to be delayed) or any Acts of God, or its not being able to obtain any permission or authority required pursuant to any applicable Laws or by reason of any other such cause beyond its control and not the fault of the party being delayed and not avoidable by the exercise of reasonable foresight (excluding the inability to pay for the performance of such obligation), then the party being delayed shall be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay or restriction, and the other party shall not be entitled to any compensation for any loss, inconvenience, nuisance or discomfort occasioned thereby. The party delayed will, however, use its best efforts to fulfil the obligation in question as soon as is reasonably practicable by arranging an alternate method of providing the work, services or materials being delayed subject, in the case of performance by Tenant, to the approval of Landlord, acting reasonably. In any event, the provisions of this Section 16.6 shall not apply to permit any delay in any payment by Tenant of any Rent or any other amounts payable by Tenant under this Lease. For greater certainty, the provisions of this Section 16.6 shall also include any delays experienced by Landlord in obtaining any permits or materials or approvals to plans or otherwise required from any party (save and except Tenant) necessary for Landlord's Work and any delays resulting from items constituting force majeure under any construction agreement entered into by Landlord for the construction of the Premises.

## 17. CONTROL OF PROJECT

### 17.1 Operation of Project by Landlord

- (a) The Project is at all times subject to the exclusive control and management of Landlord, acting reasonably. The provisions of this Section 17.1 and any other provisions of this Lease shall not be interpreted so as to impose any liability or obligation whatsoever on Landlord and Landlord shall have only such obligations as are expressly set forth in this Lease.

Without limiting the generality of the foregoing, Landlord shall have the right to:

- (i) police and supervise any or all portions of the Project;
- (ii) temporarily, but not so as to unreasonably interfere with the Tenant's use of the Premises, obstruct, lock up or close off all or any part of the Project for purposes of performing any maintenance, repairs or replacements or for security purposes or to prevent the accrual of any rights to any Person or the public or any dedication thereof;
- (iii) grant, modify and terminate any easements or other agreements respecting any use or occupancy, maintenance of or supply of any services to any part of the Project; and
- (iv) use or permit to be used any part of the Common Facilities for any purpose which shall be in accordance with prudent management practice from time to time, including promotional activities, merchandising, display, entertainment or special features provided such activities does not unreasonably interfere with the Tenant's use of the Premises.

Tenant agrees that all enclosed Common Facilities including any enclosed areas, malls or walkways in the Project may be open for access to the Premises during the Business Hours of the Project as determined by Landlord from time to time, and during any other hours as Landlord may determine; at any other times, any or all enclosed areas, malls and walkways may be locked by Landlord, and the public and Tenant may be excluded therefrom, except that tenants of office premises shall be entitled to access their respective leased premises subject to compliance with all applicable rules and regulations of Landlord, including those related to security. Tenant shall have 24 hour, seven days per week (24/7) access to its Premises during the Term of Lease and any Extended Term(s) thereafter.

In order to perform any maintenance, repairs, alterations or improvements in or relating to any part of the Project, provided Tenant shall have 24/7 access to the Premises, Landlord may cause reasonable and temporary obstructions of Common Facilities without thereby constituting or being deemed to constitute an interference with any of Tenant's rights hereunder or a breach by Landlord of any of its obligations hereunder.

- (b) Landlord shall operate the Project including the provision of utilities and HVAC during Business Hours for normal office use consumption, standard janitorial services (including in-suite janitorial) and elevator service, all in a reasonable manner in keeping with the Building Standard, the costs of which shall be included in Operating Costs.
- (c) Subject to the provisions of Section 16.6 above and Landlord's reasonable rules and regulations and security requirements in effect from time to time, and further, subject to maintenance requirements and requirement to repair and/or replace Building systems and infrastructure, and subject to the other provisions hereof, including Section 17.2 below, Tenant shall be entitled to have access to the Premises twenty-four (24) hours per day on every day during the Term and any extension or renewal thereof, which access is via security card access outside of Business Hours.
- (d) Landlord, in its sole discretion, may from time to time expand, reduce or otherwise alter the Project and the lands, buildings, structures, improvements, equipment and facilities thereon. For the purposes of this Lease, the Project shall exclude all portions, as determined by Landlord from time to time, if any, used for or established as a condominium and operated separately from the Project. Tenant agrees that it has no interest in any lands now or in the future excluded from the Project as aforesaid and Tenant agrees to execute and deliver forthwith upon the request of Landlord all documents reasonably requested by Landlord to confirm Tenant has no interest in any lands now or in the future excluded from the Project.

#### 17.2 Alterations of the Project

- (a) Notwithstanding anything contained in this Lease, at any time and from time to time and either prior to or after the Commencement Date, Landlord shall have the right to construct on or remove from the Project or adjacent lands such other buildings or extensions of buildings as Landlord may reasonably desire. Landlord shall have the right to make any changes in, additions to, deletions from, rearrangements of or relocations of any part or parts of the Project, including any of the Common Facilities as Landlord shall reasonably consider necessary (which, or any of which, are referred to in this Section 17.2 as "Changes"), provided that as a result of effecting such Changes, Landlord shall use commercially reasonable efforts to minimize any interference with the operation of Tenant's business.
- (b) *RELOCATE PREMISES* (Intentionally deleted)

#### 17.3 Landlord Not in Breach

The exercise by Landlord of any of its rights under this Article 17 (and any resultant interruption, noise, disruption, etc.) shall not constitute a breach by Landlord of any of its obligations under this Lease nor an infringement nor breach of any of Tenant's rights under this Lease or at law, nor entitle Tenant to any abatement of Rent or damages or any other remedy whatsoever, whether or not damage to or interference with the use of the Premises or their contents shall result, except as expressly set forth in subsection **Error! Reference source not found.** above or (i) in the event of its negligence of those for whom it is in law responsible (ii) if any damage is caused by a peril against which the Landlord is or ought to have been insured under the terms of the Lease or (iii) due to any breach of the Lease by the Landlord.

#### 17.4 Use of Common Facilities

Tenant shall not itself and shall not permit any of Tenant's Parties to obstruct any Common Facilities including driveways, laneways, access routes or other portions of the Project other than as expressly permitted pursuant hereto or as otherwise expressly permitted by Landlord in writing; if there shall be a breach of this Section 17.4 Landlord shall have the right, at the expense of Tenant, to remove such obstruction, the cost thereof to be paid by Tenant forthwith upon demand, and Landlord shall not be responsible for and is hereby released from any liability for any damage caused to the item creating the obstruction. Landlord shall also be entitled to hold such item as security for the payment of the costs of removing the same and any damage caused by the establishment or removal of such obstruction.

#### 17.5 Rules and Regulations

Attached hereto as Schedule "D" are the current rules and regulations for the Project. Landlord may, from time to time, reasonably and equitably amend such rules and regulations and/or make any further rules and regulations for the management and operation of the Project as Landlord shall reasonably determine which shall apply equally to all tenants in the Project, and Tenant and Tenant's Parties shall be bound by and shall comply with all of such rules and regulations attached hereto and any amended and further rules and regulations of which notice is given to Tenant from time to time and all of such rules and regulations shall be deemed to be incorporated into and form a part of this Lease. To the extent that any future or other rules and regulations conflict with any express provision of this Lease, the express provision of this Lease shall prevail. The imposition of any rules and regulations shall not create or imply any obligation of Landlord to enforce them or create any liability of Landlord for their non enforcement or otherwise.

#### 17.6 Access to Premises and Suspension of Utilities

- (a) Landlord, without limiting any other rights Landlord may have pursuant hereto or at law, shall have the right, but not the obligation, to enter the Premises at any time on reasonable times during business hours upon not less than twenty four (24) hours prior notice, (except in the case of a real or perceived emergency when no notice shall be required) and for any of the following purposes:
- (i) to examine the Premises to view the state of repairs, condition and use thereof, and to perform any maintenance, repairs and alterations to the same or any part thereof as may be required or permitted by this Lease and to perform any maintenance, repairs and alterations to the Project and to any mechanical, electrical, HVAC equipment and services located therein serving the Premises or any other part of the Project, and for all of such purposes, Landlord may take such material and equipment into the Premises as Landlord may reasonably require;
  - (ii) to protect the Premises or any part of the Project in respect of any construction or other work being performed in premises adjoining or in the vicinity of the Premises or the Project;
  - (iii) for any purposes as reasonably determined by Landlord in cases of emergency;
  - (iv) to read any utility or other similar meters located in the Premises;
  - (v) during the last six (6) months of the Term to place "For Rent" signs on the Premises and, on not less than twenty four (24) hours prior ~~written~~ notice to show the Premises to prospective tenants and, providing the showing does not interfere with the operation of the Tenant's business, to permit prospective tenants to make inspections, measurements and plans;
  - (vi) at any time during the Term, on not less than twenty four (24) hours prior ~~written~~ notice to show the Premises to prospective purchasers, mortgagees or Tenders, providing the showing does not interfere with the operation of the Tenant's business; and
  - (vii) to reasonably exercise any of the rights available to Landlord pursuant to this Lease.
- (b) Landlord shall have the right to run through or locate in the Premises conduits, wires, pipes, ducts and other elements of any systems for utilities, HVAC, telephone and other communications systems and any other such systems to serve the Premises or the Project or any parts thereof and Landlord shall have access for itself and those designated by it to the Premises for the purpose of inspecting, maintaining, repairing, replacing, altering such conduits, wires, pipes, ducts and other elements of any such systems and any services in

respect of any of the same. Notwithstanding the foregoing, the Rentable Area of the Premises shall be deemed not to be reduced or otherwise affected as a result of any of such systems being located on or running through the Premises. Landlord shall also have access to the Premises for other tenants of the Project and for itself and those designated by it to inspect services and/or to perform such work in respect of the Project as Landlord shall deem necessary.

- (c) Landlord, any other tenants of the Project and any others permitted by Landlord shall have the right, in common with Tenant and all others entitled to use of the same, to use for their intended purposes Building Standard washrooms and the portions of the Premises in the nature of common areas (such as corridors, lobbies, and the like) for access to such washrooms for such times as washrooms on other floors are not available for whatever reason.
- (d) In case of emergencies or for such reasonable purposes as may be required to effect alterations to the Project from time to time, Landlord shall have the right to suspend the availability of utilities; except in emergencies, such suspension of utilities shall be done on reasonable notice to Tenant and outside Business Hours.
- (e) Landlord shall exercise its rights pursuant to this Section 17.6 in such manner and at such times as Landlord, acting reasonably but in its sole discretion, shall determine; at any time that entry by Landlord is desired in case of emergency, and if no personnel of Tenant are known by Landlord to be present on the Premises or if such personnel fail for any reason to provide Landlord immediate access at the time such entry is desired, Landlord may forcibly enter the Premises without liability for damage caused thereby

#### 17.7 Noise and Vibration

Tenant acknowledges that the Project is or may be situated at or near rail lines or other transportation facilities and Tenant agrees that neither Landlord nor any other transportation supplier shall be liable or responsible in any way for any disturbance to Tenant's business operations caused or contributed to by noise or vibrations in, on or about the Project resulting from the operation of any transportation system whatsoever.

#### 18. EXPROPRIATION

- (a) If the whole or any part of the Premises shall be expropriated (which term shall for the purposes of this Article 18 include expropriation, condemnation or sale by Landlord to an authority with the power to expropriate, condemn or take) by any competent authority, then:
  - (i) Landlord and Tenant shall co-operate with each other in respect of such expropriation so that Tenant may receive the appropriate award to which it is entitled in law for relocation costs and business interruption and so that Landlord may receive the maximum award to which it may be entitled in law for all other compensation arising from such expropriation, including, without limitation, all compensation for the value of Tenant's leasehold interest in the Premises, all of which shall be the property of Landlord, and all of such Tenant's rights in respect of such expropriation, excluding only rights in respect of relocation costs and business interruption, shall be and are hereby assigned to Landlord; to give effect to such assignment to Landlord, Tenant shall execute such further documents as are necessary, in Landlord's opinion, to effect such assignment, within ten (10) days after demand; and
  - (ii) this Lease shall continue in full force and effect in accordance with its terms unless and until the date on which this Lease is terminated as a result of such expropriation;
- (b) If the whole or any part of the Project shall be expropriated, then subject to the foregoing provisions respecting expropriation of the Premises:
  - (i) all compensation resulting from such expropriation shall be the absolute property of Landlord and all of Tenant's rights, if any, to any such compensation shall be and are hereby assigned to Landlord; Tenant shall execute such further documents as are necessary, in Landlord's opinion, to effect such assignment within ten (10) days after demand; and

- (ii) this Lease shall continue in full force and effect in accordance with its terms unless and until terminated as a result of such expropriation.

## **19. MISCELLANEOUS**

### **19.1 Notices**

All notices, demands, requests or other instruments ("Notices") which may be or are required to be given under this Lease shall be in writing and shall be delivered by messenger or sent by prepaid registered Canadian mail, at the Address for Service of Notice on Tenant, and if to Landlord at the Address for Service of Notice on Landlord, all as provided in subsection 1(j) hereof.

All such Notices shall be conclusively deemed to have been given and received upon the day the same is delivered by messenger or, if mailed as aforesaid, four (4) business days (excluding Saturdays, Sundays, holidays and days upon which regular postal service is interrupted or unavailable for any reason) after the same is mailed as aforesaid. Any party may at any time by notice in writing to the other change the Address for Service of Notice on it. If two or more Persons are named as Tenant, any Notice given hereunder shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such Persons.

### **19.2 Planning Act**

This Lease is entered into subject to the provisions of and compliance with the provisions of all applicable legislation dealing with planning restrictions. If the Term, including any rights of renewal under this Lease, shall be expressed to extend for a period in excess of the maximum period for which a lease may be granted without the consent of the body having jurisdiction pursuant to such legislation ("Maximum Period") then, until any necessary consent to this Lease is obtained pursuant to the provisions of the applicable legislation, on terms and conditions acceptable to Landlord in its sole discretion, the Term together with any rights of renewal pursuant to this Lease shall be conclusively deemed to extend for the Maximum Period less one (1) day from the Commencement Date; Tenant shall cooperate with Landlord in making application for any such consent. The cost of applying for and obtaining such consent shall be shared equally between Landlord and Tenant.

### **19.3 Complete Agreement**

It is understood and agreed that this Lease (including the schedules exhibits and appendices attached to it) constitutes the complete agreement between the parties and that there are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Lease or the tenancy created hereby, expressed or implied, collateral or otherwise, except as expressly set forth herein. Tenant acknowledges that no representatives of Landlord are authorized to make on Landlord's behalf any covenants, representations, agreements, warranties or conditions of any kind or in any manner whatsoever other than as expressly set forth in writing in this Lease in the form in which it is executed by Landlord.

No amendment to this Lease shall be binding upon Landlord unless the same is in writing and executed by Landlord.

### **19.4 Time of the Essence**

Time is of the essence of this Lease and all parts hereof

### **19.5 Applicable Law**

This Lease shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder, except to the extent, if any, expressly provided to the contrary herein, and the parties hereby attorn to the jurisdiction of the Courts of Ontario.

### **19.6 Severability**

If any provision of this Lease or any portion thereof or the application of any of the same is illegal, unenforceable or invalid, it shall be considered separate and severable from this Lease and all of the remaining provisions hereof shall remain in full force and effect as though any such provision of this Lease or any portion thereof had not been included in this Lease but such provision of this Lease or portion hereof shall nonetheless continue to be enforceable to the full extent permitted by law. Unless otherwise noted Section references are to sections in this Lease.

### **19.7 Section Numbers and Headings**

The table of contents of this Lease and all section numbers and all headings are inserted as a matter of convenience only and shall in no way limit or affect the interpretation of this Lease.

### 19.8 Interpretation

Whenever a word importing singular or plural is used in this Lease such word shall include the plural and singular respectively. Where any Party is comprised of more than one entity, the obligations of each of such entities shall be joint and several. Subject to the express provisions contained in this Lease, words such as "hereof", "herein", "hereby", "hereinafter", and "hereunder" and all similar words or expressions shall refer to this Lease as a whole and not to any particular section, or portion hereof being less than the whole.

### 19.9 Successors

This Lease and all portions hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and other legal representatives excepting only that this Lease shall not enure to the benefit of any of such parties unless and only to the extent expressly permitted pursuant to the provisions of this Lease.

### 19.10 Joint and Several

If there is at any time more than one Tenant or more than one Person constituting Tenant, their covenants shall be considered to be joint and several and shall apply to each and every one of them. If Tenant is or becomes a partnership, each Person who is a member, or shall become a member, of such partnership or its successors shall be and continue to be jointly and severally liable for the performance of all covenants of Tenant pursuant to this Lease, whether or not such Person ceases to be a member of such partnership or its successor.

### 19.11 Privacy Policy

Tenant consents to Landlord collecting, using and disclosing the personal information in this Lease or otherwise collected by or on behalf of Landlord or its agents, affiliates, or service providers, for the purposes of:

- (a) determining the suitability of Tenant, both for the Term and any renewal or extension thereof;
- (b) taking action for collection of Rent in the event of default by Tenant; and
- (c) facilitating any pre-authorized payment plan adopted by the parties hereto.

Consent under this Lease includes consent to the disclosure by Landlord of such information to credit agencies, collection agencies and existing or potential lenders, investors and purchasers.

Tenant also consents to and confirms its authority and that it has all necessary consents to enable the collection, use, and disclosure, as provided in this privacy statement, of personal information about employees of Tenant and other individuals whose personal information is provided to or collected by or on behalf of Landlord in connection with this Lease.

### 19.12 Reasonability

Despite anything contained in the Lease to the contrary, (a) any allocation of any cost, charge or expenses which is to be determined by Landlord under this Lease shall be done on a reasonable and equitable basis, (b) whenever in this Lease Landlord's consent, permission or approval is required, such consent permission or approval shall not be unreasonably withheld or delayed and (c) in exercising any of its rights under this Lease, Landlord shall act reasonably and as a prudent owner of a similar class office building having regard to its size, age and location.

## 20. LANDLORD LIABILITY

- (a) The obligations of and rights against Landlord with respect to the performance or observance of any covenant, agreement or condition to be kept, observed or performed by Landlord under or pursuant to this Lease shall be performed and satisfied and enforced only against, and recourse hereunder shall be had only against, the Building and the interest of Landlord therein and no recourse shall be had, judgment issued or execution or other process levied against Landlord except to the extent that such process is necessary for the enforcement of any covenant, condition or agreement to be kept, observed or performed by Landlord under or pursuant to this Lease.
- (b) If Landlord is or at any time becomes a Real Estate Investment Trust or other trust (a "Trust"), then Tenant acknowledges and agrees that the obligations of Landlord hereunder are not and will not be binding on any trustee of the Trust, any registered or beneficial holder of one or more units of a Trust or other beneficiaries ("Unitholder") or



any annuitant under a plan of which such a Unitholder acts as trustee or carrier, or any officers, employees or agents of the Trust, and that no recourse shall be had, judgment issued or execution or other process levied against, any of the foregoing or the private property of any of the foregoing. Tenant's recourse, if any, in respect of the obligations of the Trust shall be limited to the Trust's interest in the Building.

**21. INDEPENDENT LEGAL ADVICE/FREELY NEGOTIATED**

- (a) The parties hereto acknowledge and covenant that the provisions of this Lease have been freely and fully discussed and negotiated and that the execution and delivery of this Lease constitutes and is deemed to constitute full and final proof of the foregoing statement.
- (b) Tenant acknowledges the suggestion of Landlord that, before executing this Lease, Tenant should obtain independent legal advice.

IN WITNESS WHEREOF the parties have executed this Lease.

**1191373 ONTARIO INC. (Landlord)**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

**2745384 ONTARIO INC. (Tenant)**

Per: \_\_\_\_\_  
Name:   
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF PROJECT**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Burlington, in the Regional Municipality of Halton and Province of Ontario and being composed of:

**FIRSTLY:**

PIN 07127-0257(LT)  
Parcel Block 119-1, Section 20M-536, Block 119, Plan 20M-536.

**SECONDLY:**

PIN 07127-0258(LT)  
Parcel Block 120-1, Section 20M-536, Block 120, Plan 20M-536.

**THIRDLY:**

PIN 07127-0263(LT)  
Part of Lot 10, RCP Plan 99, designated as Part 2 on Reference Plan 20R-10167.

Subject to an encumbrance registered as Instrument No H451901 being a Notice of Subdivision Agreement dated July 6 1990, and registered on July 18, 1990 between United Lands Corporation Limited ("**United**") and The Corporation of the City of Burlington ("**Burlington**") and Burlington Hydro-Electric Commission (affects Firstly and Secondly Lands).

Subject to an encumbrance registered as Instrument No. H451902 being a Notice of Agreement dated May 29, 1990 and registered on July 18, 1990 between United and Burlington with respect to the development of the lands (affects Firstly and Secondly Lands).

Subject to an encumbrance registered as Instrument No. 119980 being The Corporation of the Town of Burlington By-Law No. 1945 dated January 16, 1961 and registered on January 25, 1961 designating an area of subdivision control (affects Thirdly Lands).

### SCHEDULE "B" PREMISES

David Ferrel/Architect, Inc.

Par-Med Property Services

Version FP2A	Created 04/23/2021
	Measured 01/26/2012

1005 Skyview Drive  
Burlington, Ontario, Canada  
Floor 02



This work product has been prepared by Greenes Associates Inc. pursuant to a contract with the Client for the sole benefit of the Client. No part of this work product shall be used for any other purpose without the written consent of Greenes Associates Inc.



**SCHEDULE "C"**  
**SPECIAL PROVISIONS - PAGE 1**

**1. LANDLORD'S WORK**

In addition to the Landlord's Contribution below, the following demolition work will be completed by the Landlord (the "Landlord's Work"). The Landlord will complete Landlord's Work immediately upon execution of the Lease.

- a) Close two access openings between the subject suite and the neighbouring vacant premises;
- b) Per the illustration on Schedule "C" page 3 attached hereto, Landlord to remove and dispose of interior partition walls and modular offices and partitions.
- c) Assist with interior alteration/adjustments to Building HVAC systems at no additional charge to the Tenant.

**2. LANDLORD'S CONTRIBUTION**

The Tenant shall complete the Tenant's Work at the sole cost and expense of the Tenant and the Landlord shall contribute a maximum financial amount of seventy five thousand dollars (\$75,000.00) plus HST (the "Landlord's Contribution") toward all costs incurred by the Tenant in completing such work. The Landlord's Contribution shall be utilized and applied against all costs of Tenant's Work and shall include, without limitation, all soft costs without limitation, engineering, architects, consulting, labour and materials. For purposes of clarity, in the event the total actual cost of the Tenant's Work exceeds seventy five thousand dollars (\$75,000.00) plus HST (the "Excess Cost"), the Excess Cost shall be the responsibility of the Tenant without compensation from the Landlord.

The Tenant shall become entitled to such Landlord Contribution at the times and on the terms indicated herein which shall be paid to the Tenant by the Landlord within Seven (7) days after the last to occur of:

- i) Full execution of the Lease Agreement;
- ii) All Tenants' Work has been completed;
- iii) The Tenant is occupying and operating its business from the Premises;
- iv) Tenant provides a declaration from the Tenant's contractor that there are no charges, liens or claims which can be made by any trade or sub-trade against the Premises or Building;
- v) Upon completion of Tenant's Work and provides a declaration from Tenant's contractor, the Tenant will submit to Landlord a requisition for full and final payment of the Landlord's Contribution.

Upon receipt of the Tenant's requisition and Tenant contractor declaration, the Landlord shall issue a lump sum payment to the Tenant in the full amount of Landlord's Contribution - seventy five thousand dollars (\$75,000.00) plus HST.

**3. TENANT'S WORK**

The Tenant may make any necessary alterations and improvements to the said Premises at the Tenant's own expense, subject to the Landlord's written consent, not to be unreasonably withheld. Acceptance of the Agreement to Lease dated April 28<sup>th</sup>, 2021 confirmed Landlord's consent to the Tenant's Work stated herein. The Tenant may make any necessary minor internal improvements to the Premises at the Tenant's expense with the Landlord's consent, not to be unreasonably withheld. Any work carried out by the Landlord, or the Tenant, their employees, agents or contractors shall be done in a workmanlike and professional manner and in compliance with all applicable government by-laws and codes governing the Premises.

In the performance of the Tenant's Work, the Tenant shall comply with all applicable laws including the Ontario Building Code, applicable fire codes, municipal by-laws and regulations in completing such work and shall save harmless the Landlord and Landlord Parties from any and all claims, assessments, penalties, damages, costs and expenses which may be incurred by the Tenant or the Landlord as a result of the Tenant's work to the Premises.

The following improvements may be completed by the Tenant (subject to change at Tenant's discretion), utilizing the Landlord's Contribution, in a professional and workmanlike manner.

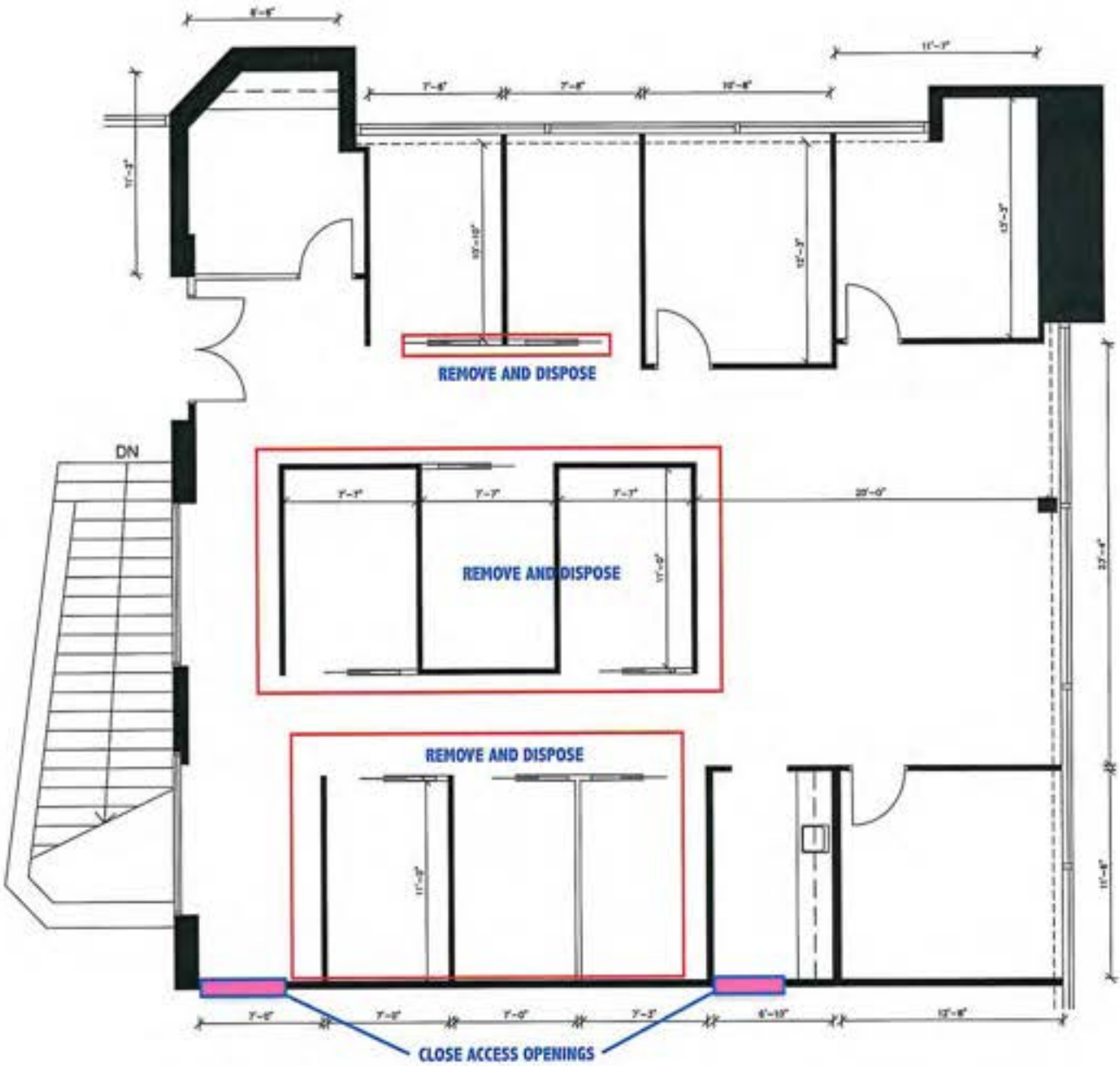
**SCHEDULE "C"**  
**SPECIAL PROVISIONS - PAGE 2**

The Tenant shall, at its sole cost and expense, complete the following improvements within the Premises layout as illustrated on Page 4 of Schedule "C" herein.

- 1) Replace all existing carpeted areas with new Vinyl Wood Plank or Vinyl Composite Tile– direct glue down method installation. Floor to be prepped to remove all bumps and ridges (if any), fill low spots, cracks, joints, holes and other defects with filler. Wall baseboards to be wood baseboard moulding
- 2) Replace resilient floor in kitchenette. Replace kitchenette and copy room cupboards and countertop;
- 3) Repair, prime and paint all interior walls.
- 4) Reception – Remove wall dividing entrance from "copy room" as illustrated on attached plan. Reception desk to be provided and installed by Tenant. All electrical receptacles, with sufficient power to run photocopier and communication data conduits and pulls for new voice/data locations to be determined. Tenant data contractor to be responsible for pulling the communication/data lines.
- 5) Office 1 and Office 2 on attached revised floor plan: Remove and replace modular walls and entry doors with standard drywall partition and entry doors or PC350 modular glass wall systems. Communication data conduits and pulls for new voice/data to be installed by Tenant's contractor, locations to be determined.
- 6) Office 3: – install window sidelight with approximate dimensions of 8' (door height) by 3' or removal of drywall front wall and replace with PC350 modular glass partitioning system;
- 7) Office 4: Enlarge Office 4 as illustrated on attached revised floor plan. Entry door to Office 4 to match existing wooden doors with glass panel inserts in both office 3 & 4 or install PC350 glass partition entry and wall systems. Communication data conduits and pulls for new voice/data to be installed by Tenant's contractor, locations to be determined. Tenant data contractor to be responsible for pulling the communication/data lines.
- 8) Office 5: Create new office 5 with approximate dimensions of 12' wide x 12'8" deep. Install new entry door with glass panel insert to match existing and install window sidelight with approximate dimensions of 8' x 3' or install PC350 modular glass partition and entry system. Communication data conduits and pulls for new voice/data to be installed by Landlord's contractor, locations to be determined. Tenant data contractor to be responsible for pulling the communication/data lines.
- 9) Office 6: Enlarge Office 6 as illustrated on attached revised floor plan. Entry door to match existing wooden doors with glass panel inserts as installed in office 3 & 4 or install PC350 glass partition entry and wall system. Communication data conduits and pulls for new voice/data to be installed by Tenant's contractor, locations to be determined. Tenant data contractor to be responsible for pulling the communication/data lines.
- 10) BOARDROOM – Create new Boardroom with approximate dimensions of 15'+/- wide X 27'+/- long. Entrance doors (sliding) and walls to be constructed with PC350 architectural wall system. Communication data conduits and pulls for new voice/data to be installed by Tenant's contractor, locations to be determined. Tenant data contractor to be responsible for pulling the communication/data lines. Install a floor monument electrical outlet in approximately centre of the room. Exact location to be determined.  
Lower cabinetry to be installed on end wall. Electrical outlets at counter height to be installed – location to be determined. Electrical receptacle and audio-visual connection communication receptacles to be installed above counter height – location to be determined.  
Wood blocking to be installed the wall above lower cabinetry for installation of TV wall mount. Location to be determined.
- 11) Landlord's building superintendent to assist Tenant with alternations to in-suite air supply and return air when re-designed and balanced to suit new office layout as per attached drawing page 5 of Schedule "C".
- 12) Tenant will use the services of the Building's service providers for HVAC, fire safety protection and Building security. Currently these firms are Springbank Mechanical, Classic Fire Protection and OHM Security respectively.

SCHEDULE "C"  
SPECIAL PROVISIONS - PAGE 3

ILLUSTRATION OF LANDLORD'S WORK



**EXISTING FLOOR PLAN**

1005 SKYVIEW DRIVE, SECOND FLOOR



SCHEDULE "C"  
SPECIAL PROVISIONS - PAGE 4

TENANT'S WORK - PROPOSED FLOOR PLAN



PROPOSED FLOOR PLAN SK-4  
1005 SKYVIEW DRIVE, SECOND FLOOR



**SCHEDULE "D"**

**RULES AND REGULATIONS**

1. Refuse

- (a) All trash, rubbish, waste material and other garbage shall be kept within the Leased Premises until the day of removal, such removal to be at the expense of the Tenant on a regular basis as determined by the Landlord.
- (b) The Tenant shall not burn any garbage in or about the Leased Premises or anywhere within the Building or on the Lands.
- (c) If the Tenant's garbage is of a deteriorating nature, creating offensive odours, the Tenant shall utilize and maintain at its cost and expense refrigerated facilities as required by the Landlord.
- (d) In the event the Landlord considers necessary or otherwise consents in writing to the placing of the Tenant's garbage outside the Leased Premises, such garbage shall be placed by the Tenant in containers approved by the Landlord but provided at the Tenant's expense and kept at a location designated by the Landlord.

2. Overloading Floors

The Tenant covenants that it will not bring upon the Leased Premises or any part thereof any machinery, equipment, article or thing that, by reason of its weight, size, configuration, operation or otherwise, might damage the Leased Premises and will not at any time overload or damage the floors of the Leased Premises.

3. Electrical Equipment

- (a) The Tenant shall at its sole cost and expense, install and maintain all necessary lighting fixtures, electrical equipment and wiring therefor.
- (b) If the Tenant requires any electrical equipment which might overload the electrical facilities in the Leased Premises, the Tenant shall submit to the Landlord plans and specifications for works required to install and supply additional electrical facilities or equipment to prevent such overloading, and shall obtain the Landlord's written approval to perform such works, which shall meet all the applicable regulations or requirements of any government or other competent authority, the Association of Insurance Underwriters and the Landlord's insurers, all at the sole cost and expense of the Tenant.

4. Plumbing

No plumbing facilities shall be used for any purpose other than that for which they were designed and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision by the Tenant or by any persons for whom the Tenant is responsible shall be borne by the Tenant. No garburators shall be installed by the Tenant without the prior written approval of the Landlord.

5. HVAC Operation

- (a) The Tenant shall operate or permit to be operated its own heating, ventilating or air-conditioning equipment, if any, in such manner that there will be no direct or indirect appropriation of heating or cooling from other portions of the Building.
- (b) The Tenant shall not leave open any doors or windows to the exterior of the Building to the extent that it would adversely affect the performance of any heating, ventilating or air-conditioning equipment in the Building.

6. Signage

Sign, shop drawings, clearly indicating size, finishes, colours and graphics are to be submitted for written approval by Landlord prior to installation by Tenant. At Landlord's option, any sign installed without the Landlord's prior written approval may be removed immediately at the Tenant's expense and risk.



7. No Solicitation

The Tenant, or the Tenant's employees and agents, shall not solicit business in the parking areas or other Common Areas and Facilities and shall not distribute any handbills or other advertising matter therein.

8. Pests

Should the Leased Premises become infested with rodents, vermin or the like, the Tenant shall forthwith remedy the same and shall use, at the Tenant's cost, such pest extermination contractor as the Landlord may direct and at such intervals as the Landlord may require as being necessary by reason of the conditions in the Leased Premises.

9. Notice of Accident, Defects

The Tenant shall give immediate notice to the Landlord in case of fire, burglary or accident in the Leased Premises or of defects therein or to any fixtures or equipment thereon.

10. Emergency Contacts

The Tenant shall provide the Landlord with the names, addresses and telephone numbers of two (2) authorized employees of the Tenant who may be contacted by the Landlord in the event of an emergency relative to the Leased Premises.

11. Hours of Operation

The Tenant will be open for business on such days and during such hours as established by the Landlord from time to time.

12. Further Rules and Regulations

For the general benefit and welfare of the Building and the tenants therein, the Landlord may amend these rules and regulations and the same shall be binding on the Tenant.

13. Employee Parking

The Tenant shall cause its employees to park only in those areas in the Building or on the Lands so designated by the Landlord. The Landlord reserves the right to remove any automobile which is infringing the Landlord's rules with respect to employee parking at the Tenant's cost. The Landlord will not charge fees for parking during the Term of this Lease or any Extended Term(s).

14. Non-Smoking

There shall be no smoking allowed in any part of the Building, including the Leased Premises, and all public areas which shall include, but not be limited to, the washroom, elevators, elevator lobbies, common area hallways and stairwells.

15. Outside Areas

The Tenant shall not use any Common Areas and Facilities or other outside areas on the Lands for the storage of goods or other matters of any kind without the Landlord's prior written consent.

LEASE AMENDING AGREEMENT made as of the 15th day of December, 2021 (the "Amending Agreement")

**B E T W E E N :**

**1191373 ONTARIO INC.**  
(hereinafter called the "**Landlord**")  
OF THE FIRST PART;

- and -

**2745384 ONTARIO INC.**  
(hereinafter called the "**Tenant**")  
OF THE SECOND PART.

**WHEREAS** by a lease dated May 27, 2021 (the "**Original Lease**"), the Landlord did demise and lease unto the Tenant those premises more particularly described therein (the "**Original Premises**") for a Term of five (5) years five (5) months from July 1<sup>st</sup>, 2021 to November 30<sup>th</sup>, 2026 subject to the terms and conditions contained in the Original Lease;

**AND WHEREAS** pursuant to the terms of the Lease, the Tenant was granted a right of first offer in respect of certain adjoining premises to the Original Premises, namely Unit 222 of the Building, as shown outlined on the sketch/plan attached to Schedule A of this Amending Agreement (the "**Expansion Premises**");

**AND WHEREAS** the Tenant is desirous of leasing and the Landlord has agreed to lease part of the Expansion Premises to the Tenant effective as of and from **February 1, 2022** (the "**Effective Date**") upon substantially the same terms and conditions as contained in the existing Lease, subject to the terms and conditions more particularly set out in this Amending Agreement;

**AND WHEREAS** the Original Premises and the Expansion Premises are hereinafter referred to collectively as the "**Premises**";

**AND WHEREAS** the Landlord and the Tenant have agreed to amend the terms of the Lease as hereinafter provided for the purposes contemplated above;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained and the sum of Two Dollars (\$2.00) now paid by each party to the other (the receipt and sufficiency of such consideration being hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. As of Effective Date, the Landlord does hereby lease and demise the Expansion Premises to the Tenant upon the same terms and conditions set out in the Lease, as amended in accordance with the provisions of this Amending Agreement.

2. To give effect to the forgoing, the parties hereto agree that, as of the Effective Date, the Lease is amended as follows:

- (i) the description of the Premises under Section 1. Lease Summary, subsection (a) of the Lease and the definition of "Premises" in Section 2.47 and Schedule "B" illustrating the Original Premises are hereby amended to include and reference, as an addition to the Original Premises (Suite 220) already described therein, the Expansion Premises (Suite 222) collectively the "Premises";
- (ii) Section 1. Lease Summary subsection (d) Delivery Date shall be amended to read as follows:

1. Lease Summary (d) **Delivery Date:**

Upon mutual execution of the Amending Agreement herein, completion of the Landlord's Work and the Tenant providing the Landlord with a copy of its certificate of insurance and subject to section 4.2 as amended herein, the Tenant shall be permitted early access to the Expansion Premises prior to the Effective Date (the "Early Occupancy Period") to begin the construction of the Tenant's Work and installation of its furniture, communications and fixtures and shall be permitted to operate its business from the Expansion Premises. For purposes of the Amending Agreement herein, the Early Occupancy Period shall be limited from January 1 to January 31, 2022 and only applies if Landlord Work is Substantially Complete. If the Landlord's Work is Substantially Complete and Tenant gains access to the Expansion Premises during the Early Occupancy Period, the Tenant shall not be responsible for payment of Basic Rent or Additional Rent for the Expansion Premises during this period.

The Landlord shall deliver the Premises on the Delivery Date in a clean and broom swept condition and all electrical, mechanical, heating, lighting, ventilation, air conditioning, plumbing systems will be in good working order and servicing the Expansion Premises only.

- (iii) Section 1. Lease Summary (e) "Expiry Date" subsection i) shall be amended and extended to June 30<sup>th</sup>, 2027 subject to Section 4.2;
- (iv) Section 1. Lease Summary (e) "Expiry Date: subsection ii) the parties agree that the Option to Extend provided for in this section of the Original Lease shall apply to the aggregate of the Original Premises and Expansion Premises and not to either or both individually;

(v) Section 1. Lease Summary (f) "Basic Rent" shall be amended as follows:

RENTAL PERIOD	SUITE 220 RATE PER SQUARE FOOT RENTABLE AREA PER ANNUM 2,849 RENTABLE SF Original Premises	SUITE 222 RATE PER SQUARE FOOT RENTABLE AREA PER ANNUM 2,853 RENTABLE SF Expansion Premises
July 1 <sup>st</sup> , 2021 to November 30 <sup>th</sup> , 2021 Five (5) months	\$0.00 Basic Rent free period. Additional Rent remains payable during this period	N/A
December 1 <sup>st</sup> , 2021 to January 31 <sup>st</sup> , 2022 Two (2) Months	\$18.00 per rentable square foot per annum \$4,273.50 per month plus Additional Rent	N/A
February 1 <sup>st</sup> , 2022 to June 30 <sup>th</sup> , 2022 Five (5) Months	\$18.00 per rentable square foot per annum \$4,273.50 per month plus Additional Rent	\$0.00 Basic Rent free period. Additional Rent remains payable during this period
<b>SUITES 220 &amp; 222 Collectively the "Premises" RATE PER SQUARE FOOT RENTABLE AREA PER ANNUM X 5,702 RENTABLE SF</b>		
July 1 <sup>st</sup> , 2022 to June 30 <sup>th</sup> , 2027 Five (5) Years		\$18.00 per rentable square foot per annum \$102,636.00 per annum payable in equal monthly installments of \$8,553.00 per month plus Additional Rent

(vi) the estimated total area of the Premises set out under Section 1. Lease Summary subsection (g) i) of the Lease is hereby amended to include the area of the Expansion Premises, being a Rentable Area of approximately 2,853 square feet for an estimated aggregate total Rentable Area of 5,702 square feet;

(vii) Section 1. Lease Summary subsection (g) subsection ii) entitled Option to Expand shall be amended to read as follows:

ii) **Option to Expand**

(a) Any time subsequent to June 30<sup>th</sup>, 2024 or any Extended Term(s) thereafter, and provided that Tenant originally named herein or its permitted transferee remains in possession of and has been continuously operating in the entire Premises throughout the Term, Landlord will use commercially reasonable efforts to accommodate Tenant's expansion needs in the building. In the event Tenant elects to exercise its expansion option, Tenant hereby agrees that Tenant shall provide Landlord with six (6) months prior written

notice of its desire to expand within the time period set forth herein. If expansion space is available for lease to Tenant, any expansion or relocation shall occur, if at all, only upon terms satisfactory to both Landlord and Tenant as set forth in an amendment to the lease or a new lease, including without limitation the requirement of any additional security deposit for such expansion based upon the creditworthiness of Tenant at the time Tenant exercises such option, and the Basic Rent at that time shall be an amount negotiated between the parties and shall be the then current rate for similar premises in a similar location. If a new lease is entered into, then this Lease shall terminate as if it has expired upon the commencement date of the new lease.

(b) Notwithstanding anything to the contrary contained herein, if during the currency of the amended Term of Lease subsequent to June 30th, 2024 or any Extension Term(s) the space requirements of the Tenant increase to a larger square footage than 5,702 rentable square feet and the Landlord cannot provide contiguous premises that are suitable to the Tenant needs, the Tenant shall have the option to terminate this Lease ("Termination Option") in accordance with and subject to each of the following terms and conditions:

i) Termination Option shall not be enforceable by the Tenant until 11:59PM, June 30th, 2024.

ii) Tenant Gives Notice. If Tenant desires to exercise the Termination Option, Tenant shall give Landlord an irrevocable six (6) months advance written notice ("Termination Notice") of Tenant's exercise of this Termination Option. The Termination Notice must be received by Landlord subsequent to 11:59PM, June 30th 2024. Time is of the essence with respect to Landlord's receipt of the Termination Notice and all other deadlines in this provision. The six (6) month Termination Notice period shall be calculated from the 1st day of the next ensuing month following the date of receipt of such notice by the Landlord, unless such notice is received on the 1st day of any month in which case the Notice Period shall be calculated from the date of receipt.

iii) Termination Date. If Landlord timely receives the Termination Notice and Tenant complies with all the provisions in this provision, this Lease shall terminate the later of 11:59 pm on December 31st, 2024 or six (6) months subsequent to the Termination Notice (the "Termination Date").

iv) Lease Ceases After Termination. If Tenant properly and timely exercises the Termination Option, this Lease shall cease and expire on the Termination Date with the same force and effect as if said Termination Date were the date originally provided in this Lease as the expiration date of the Term hereof.

v) **Termination Fee Must Accompany Notice.** In order for such Termination Notice to be effective, the entire termination fee which shall be equal to the unamortized cost of the Landlord Contribution as set out in Schedule "C" attached to the Original Lease and Schedule "B" attached hereto plus the unamortized portion of leasing commissions paid by Landlord for the Original Lease and the Expansion Premises (the "Termination Fee"), must be paid to the Landlord within seven (7) days of delivery of the Termination Notice. The Termination Fee shall be amortized on a straight-line basis over the scheduled Sixty (60) month original Term beginning December 1st, 2021 in the case of the Original Lease and over the scheduled sixty (60) month term of the Expansion Premises beginning July 1<sup>st</sup>, 2022 in the case of the Amending Agreement herein, together with interest thereon at the rate of five (5.0%) percent per annum, and the unamortized portion of the Termination Fee thereof shall be determined based upon the unexpired portion of the Original Lease Term and the unexpired portion of the Amending Agreement for the Expansion Premises as of the Termination Date had this Lease not been so terminated pursuant this section. Subject to the timely receipt by Landlord of Tenant's Termination Notice and the unamortized portion of the Termination Fee, this Lease shall terminate as of the Termination Date, and Landlord and Tenant shall thereupon be relieved of any further of their respective obligations under this Lease arising from and after the Termination Date (such termination shall not, however, terminate those obligations set forth in the Lease which specifically survive expiration or earlier termination thereof). For clarity purposes, if the Termination Date is set to occur during the Extended Term(s) of the Lease, there shall be no Termination Fee payable by the Tenant as the Landlord Contribution(s) and leasing commissions have been fully amortized during the Original Lease Term and Amending Agreement herein.

vi) **Tenant Shall Surrender Space by Termination Date.** If Tenant exercises the Termination Option, Tenant covenants to surrender full and complete possession of the Premises to Landlord on or before the Termination Date vacant, broom-clean, devoid of Tenant's or any third party's personal property, and in good order and condition, in accordance with the provisions of this Lease, and thereafter the Premises shall be free and clear of all leases, tenancies, and rights of occupancy of any entity claiming by or through Tenant. The Lease shall not contain a restoration provision which would require the Tenant to restore the Premises to its original condition on the Expiry Date or earlier Termination of the Lease.

vi) Section 1. Lease Summary subsection (h) entitled Rent Deposit shall be amended to read:

(h) Rent Deposit the sum of \$18,362.75 including HST shall be applied to Rent and Rental Taxes as they first come due of the Amending

Agreement hereunder and in accordance with Section 5.6 of the Original Lease;

Security Deposit: the aggregate sum of \$17,072.51 including HST (\$8,322.07 Original Lease plus \$8,750.44 for Expansion Premises) shall be held as a security deposit in accordance with Section 5.6 of the Original Lease.

vii) Section 4.2 entitled Term shall be amended as follows:

#### 4.2 Term

- (a) The Term of this Lease shall commence on the Commencement Date for the Original Premises and on the Effective Date for the Expansion Premises and both shall expire co-terminous on the Expiry Date as amended herein.
- (b) Landlord shall use commercially reasonable efforts to have the Delivery Date for the Expansion Premises to occur on or before the Effective Date.
- (c) If the Delivery Date has not occurred on or before the Effective Date for any reason other than Tenant Delay (as hereinafter defined) including, without limitation, any delays in Landlord obtaining any requisite permits for the completion of Landlord's Work (if applicable), this Lease shall not be void or voidable and Landlord shall not be liable for any losses, costs or damages whatsoever resulting therefrom and the Effective Date shall be delayed by the number of days, if any, which fall between the date set out in subsection 1 herein and the ultimate Delivery Date and the Expiry Date shall be delayed by the corresponding number of days.
- (d) If the Delivery Date has not occurred on or before the Effective Date as a result of any other default or act of Tenant (collectively, "Tenant Delay"), then the Delivery Date shall be such date upon which Landlord would have Substantially Completed Landlord's Work therein but for such Tenant Delay (notwithstanding that Tenant shall not be entitled to occupancy of the Premises until such date upon which Landlord's Work is Substantially Complete) and Tenant shall not be entitled to any abatement or reduction of Rent or other payments or any other rights in respect thereof by reason of any delay in its occupancy. For greater certainty, there shall be no delay to the Effective Date.
- (e) Tenant shall be entitled to possession of the Expansion Premises from the Delivery Date until the date immediately preceding the Effective Date (January 31<sup>st</sup>, 2022) in order to complete Tenant's Work in the Premises and, thereafter, in order to commence carrying on business therefrom ("Early Occupancy Period"). During the Early Occupancy Period, Tenant shall not be

obligated to pay Basic Rent, Operating Costs, including utilities, Management Fee or Realty Taxes but shall be liable for all other costs and obligations, including the costs of any additional services, in accordance with this Lease for which Tenant will continue to be obligated to pay, and Tenant shall be subject to all the other terms and conditions of this Lease insofar as they are applicable including, without limitation, the obligation to maintain insurance, and the provisions relating to the liability of Tenant for its acts and omissions, and the acts and omissions of its servants, employees, agents, contractors, invitees, concessionaires and licensees and the indemnification of Landlord and others under this Lease.

(f) On or before the Delivery Date, Tenant shall deliver to Landlord certificate(s) evidencing the requisite insurance coverage under this Lease.

- vi) Article 14 entitled ASSIGNMENT, SUBLETTING AND CHANGE OF CONTROL. The following provision shall be added to the Lease as Section 14.1 subsection (a) vii)

14.1 (a) vii) Notwithstanding anything else herein contained, the Tenant shall not be required to obtain consent of the Landlord in the case of sharing possession of all or any part of the Premises to a holding body corporate of the Tenant, a subsidiary body corporate of the Tenant or any corporation as an occupant of the Premises which is affiliated with the Tenant, its shareholders or partnership interests. No subletting or sharing possession of all or any part of the Premises shall relieve the Tenant from its obligations to pay Rent and to perform all of the covenants, terms and conditions herein contained nor shall such subletting or parting of possession or all or any part of the Premises violate Section 1. (i) Use or Premises or Article 8 entitled Use of Premises.

- vii) Schedule "B" of the Lease is hereby amended to include as an attachment thereto, the sketch/plan of the Original Premises together with the Expansion Premises attached as Schedule A to this Amending Agreement
- viii) Schedule "C" of the Lease entitled Special Provisions is hereby amended to include as an attachment thereto, the Landlord's Work, Landlord's Contribution and Tenant's Work applicable to the Expansion Premises attached as Schedule B to this Amending Agreement;

3. Any capitalized word or term not otherwise expressly defined herein shall have the meaning given thereto in the Lease.
4. The duration of the original Term of Lease for the Original Premises shall be extended to be coterminous with the Term of the Lease for the Expansion Premises as extended and set out herein save and except that the commencement date of the Term as it applies to the Expansion Premises shall be deemed to commence on the Effective Date and the




provisions of Section 1. (c) and the definition of "Commencement Date" in Section 2.14, as such provisions apply to the Expansion Premises only, are hereby amended accordingly;

- 5. From and after the Expansion Premises Effective Date, the Expansion Premises shall become part of the Premises and shall continue as such during the remainder of the Term and any extensions thereof, and all the terms, covenants and provisions of the Original Lease shall apply to the Expansion Premises (save and except as provided herein) to the intent that the Original Lease shall be read and construed as if the Expansion Premises had been included as part of the Premises from and after the Expansion Premises Effective Date;
- 6. Time shall be of the essence of this Amending Agreement and of each and every part hereof.
- 8. This Amending Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.
- 9. This Amending Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. To evidence the fact that it has executed this Amending Agreement, a party may send a copy of its executed counterpart to the other party by electronic mail in Portable Document File (PDF) format. That party shall be deemed to have executed this Amending Agreement upon sending such electronic transmission. Any party delivering an executed counterpart by electronic mail shall also promptly deliver a manually executed counterpart of this Amending Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement with effect as of the date first written above.

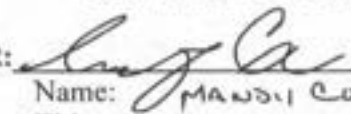
1191375 ONTARIO INC. (as Landlord)

PER:

  
 Name: GRANT ANTHONY  
 Title: PRESIDENT  
 "I have the authority to bind the Corporation."

2745384 ONTARIO INC. (as Tenant)

PER:

  
 Name: MANSHI COX  
 Title: COO  
 "I have the authority to bind the Corporation."

SCHEDULE A  
SKETCH/PLAN OF EXPANSION PREMISES



**SCHEDULE "B"**  
**SPECIAL PROVISIONS - PAGE 1**

**1. LANDLORD'S WORK**

In addition to the Landlord's Contribution below, the following work will be completed by the Landlord (the "Landlord's Work"). The Landlord will commence Landlord's Work immediately upon execution of the Amending Agreement herein.

- a) Construct a full height demising wall in accordance with building code requirements in a location as illustrated on Schedule "B" Page 3 and ensure all lights within the Expansion Premises are properly switched (motion sensors) and HVAC thermostats and HVAC building automation systems service the Expansion Premises only;
- b) Create two (2) approximately nine-foot high (underside of suspended ceiling) access openings in the demising wall between Suite 220 and Suite 222 as illustrated on the attached drawing Schedule "B" page 3. Locations TBD.
- c) Assist with interior alteration/adjustments (if required) to Building HVAC systems at no additional charge to the Tenant.
- d) Landlord will permit Tenant to have the option to relocate/repurpose existing PC350 glass partitions/door frames (Tenant's cost to dismantle and relocate) for the Expansion Premises.

**2. LANDLORD'S CONTRIBUTION – EXPANSION PREMISES ONLY**

The Tenant shall complete the Tenant's Work at the sole cost and expense of the Tenant and the Landlord shall contribute a maximum financial amount of seventy-five thousand dollars (\$75,000.00) plus HST (the "Landlord's Contribution") toward all costs incurred by the Tenant in completing such work within the Expansion Premises. The Landlord's Contribution shall be utilized and applied against all costs of Tenant's Work and shall include, without limitation, all soft costs without limitation, engineering, architects, consulting, labour and materials. In the event the total actual cost of the Tenant's Work exceeds seventy-five thousand dollars (\$75,000.00) plus HST (the "Excess Cost"), the Excess Cost shall be the responsibility of the Tenant without compensation from the Landlord.

The Tenant shall become entitled to such Landlord Contribution at the times and on the terms indicated herein which shall be paid to the Tenant by the Landlord within Seven (7) days after the last to occur of:

- i) Full execution of the Lease Agreement;
- ii) All Tenants' Work has been completed;
- iii) The Tenant is occupying and operating its business from the Premises;
- iv) Tenant provides a declaration from the Tenant's contractor that there are no charges, liens or claims which can be made by any trade or sub-trade against the Premises or Building;
- v) Upon completion of Tenant's Work and provides a declaration from Tenant's contractor, the Tenant will submit to Landlord a requisition for full and final payment of the Landlord's Contribution.

Upon receipt of the Tenant's requisition and Tenant contractor declaration, the Landlord shall issue a lump sum payment to the Tenant in the full amount of Landlord's Contribution of seventy five thousand dollars (\$75,000.00) plus HST for the Expansion Premises only.

**SCHEDULE "B"**  
**SPECIAL PROVISIONS - PAGE 2**

**3. TENANT'S WORK**

The Tenant may make any necessary alterations and improvements to the said Expansion Premises at the Tenant's own expense, subject to the Landlord's written consent, not to be unreasonably withheld. Acceptance of the Amending Agreement herein shall confirm Landlord's consent to the Tenant's Work stated herein. The Tenant may make any necessary minor internal improvements to the Premises at the Tenant's expense with the Landlord's consent, not to be unreasonably withheld. Any work carried out by the Landlord, or the Tenant, their employees, agents or contractors shall be done in a workmanlike and professional manner and in compliance with all applicable government by-laws and codes governing the Premises.

In the performance of the Tenant's Work, the Tenant shall comply with all applicable laws including the Ontario Building Code, applicable fire codes, municipal by-laws and regulations in completing such work and shall save harmless the Landlord and Landlord Parties from any and all claims, assessments, penalties, damages, costs and expenses which may be incurred by the Tenant or the Landlord as a result of the Tenant's work to the Premises.

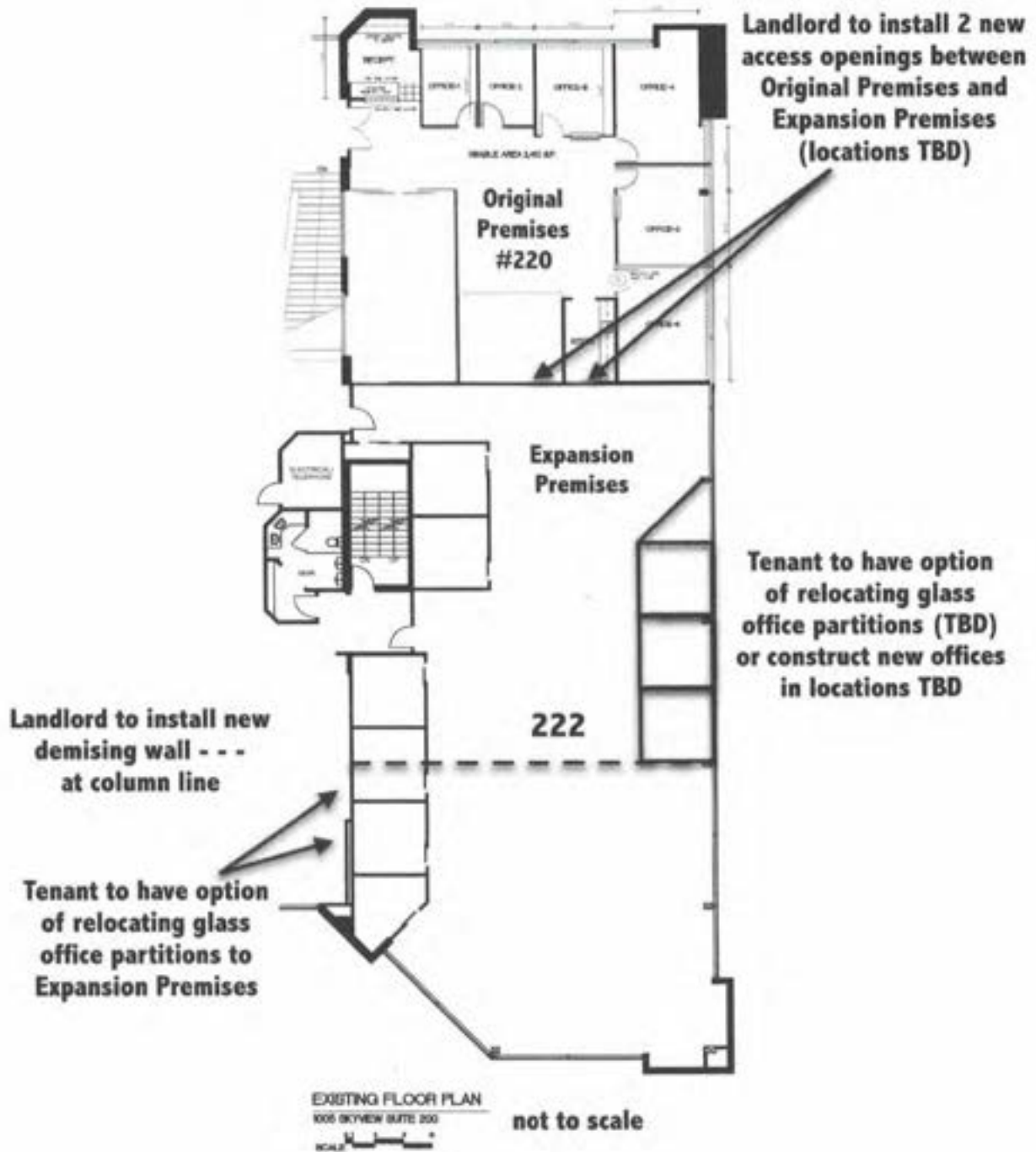
The following improvements may be completed by the Tenant (subject to change at Tenant's discretion), utilizing the Landlord's Contribution, in a professional and workmanlike manner.

The Tenant, at its sole cost and expense, is proposing to complete (TBD) the following improvements within the Expansion Premises as illustrated on Page 3 of Schedule "B" herein.

- 1) Replace all existing carpeted areas with new Vinyl Wood Plank or Vinyl Composite Tile– direct glue down method installation. Floor to be prepped to remove all bumps and ridges (if any), fill low spots, cracks, joints, holes and other defects with filler. Wall baseboards to be wood baseboard mouldings;
- 2) Repair, prime and paint all interior walls.
- 3) All electrical receptacles, with sufficient power to run photocopier and communication data conduits and pulls for new voice/data locations to be determined. Tenant data contractor to be responsible for pulling the communication/data lines.
- 4) Construct Offices – offices, size and layout to be determined (TBD): Communication data conduits and pulls for new voice/data to be installed by Tenant's contractor, locations TBD.
- 5) Tenant data contractor to be responsible for pulling the communication/data lines.
- 6) Tenant shall have the option of relocating PC350 from the neighbouring premises to the Expansion Premises (TBD);
- 7) Landlord's building superintendent to assist Tenant with alternations to in-suite air supply and return air when re-designed and balanced to suit proposed new office layout as per attached drawing page 3 of Schedule "B" herein.
- 8) Tenant will be permitted to use its own contractors to perform Tenant Work on the following basis: Provided quotations are competitive and are market pricing, the Landlord's service providers for HVAC, fire safety protection and Building security will be utilized on an as needed basis. If Landlord contractor pricing is not competitive, Tenant will submit to the Landlord competitive bids and obtain approval from the Landlord, not to be unreasonably withheld, to utilize Tenant trades. Tenant acknowledges Landlord contractors are currently Springbank Mechanical, Classic Fire Protection and OHM Security respectively.

SCHEDULE "B"  
SPECIAL PROVISIONS - PAGE 3

ILLUSTRATION OF LANDLORD & TENANT WORK



## APPENDIX K

Supplier ID	Supplier name	Payment status	Payment method	Payment date	Payment currency	Payment txn amount	Base currency	Payment amount
V00052	Par-Med Property Services	Complete	Record transfer	06/01/2023	CAD	\$17,375.34	CAD	\$17,375.34
V00052	Par-Med Property Services	Complete	Record transfer	05/01/2023	CAD	\$17,375.34	CAD	\$17,375.34
V00052	Par-Med Property Services	Complete	Record transfer	04/06/2023	CAD	\$17,375.34	CAD	\$17,375.34
V00052	Par-Med Property Services	Complete	Record transfer	03/01/2023	CAD	\$17,375.34	CAD	\$17,375.34
V00052	Par-Med Property Services	Complete	Record transfer	02/13/2023	CAD	\$193.31	CAD	\$193.31
V00052	Par-Med Property Services	Complete	Record transfer	02/01/2023	CAD	\$17,182.03	CAD	\$17,182.03
V00052	Par-Med Property Services	Complete	Record transfer	01/20/2023	CAD	\$11,156.46	CAD	\$11,156.46
V00052	Par-Med Property Services	Complete	Record transfer	01/03/2023	CAD	\$6,218.88	CAD	\$6,218.88
V00052	Par-Med Property Services	Complete	Record transfer	12/19/2022	CAD	\$43,091.74	CAD	\$43,091.74
V00052	Par-Med Property Services	Complete	Record transfer	12/05/2022	CAD	\$17,182.03	CAD	\$17,182.03
V00052	Par-Med Property Services	Complete	Record transfer	11/14/2022	CAD	\$8,584.98	CAD	\$8,584.98
V00052	Par-Med Property Services	Complete	Record transfer	10/04/2022	CAD	\$8,584.98	CAD	\$8,584.98
V00052	Par-Med Property Services	Complete	Record transfer	09/01/2022	CAD	\$8,584.98	CAD	\$8,584.98
V00052	Par-Med Property Services	Complete	Record transfer	08/02/2022	CAD	\$8,584.98	CAD	\$8,584.98
<b>TOTAL</b>								<b>\$198,865.73</b>

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

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.



Jessica R. Orkin  
Direct Line: 416.979.4381  
Fax: 416.591.7333  
jorkin@goldblattpartners.com

March 8, 2023

**Via E-mail**

*Via E-mail (SahniR@bennettjones.com)*

Raj Sahni  
Bennett Jones  
3400 One First Canadian Place  
Toronto ON M5X 1A4

*Via E-mail (pvaneyk@kpmg.ca)*

Paul van Eyk  
Partner  
KPMG Inc.  
National Service Line Leader, Restructuring &  
Turnaround  
333 Bay Street, Suite 4600  
Bay Adelaide Centre  
Toronto ON M5H 2S5

Dear Mr. Sahni and Mr. van Eyk:

**Re: Original Traders Energy Ltd., 2496750 Ontario Inc., OTE Logistics LP and  
Original Traders Energy LP (collectively, the “OTE Group”)**

I am writing on behalf of my clients Mandy Cox, Kellie Hodgins, Gen7 Brands International, Curve Lake Gen7 LP, French River Gen7 LP, Jocko Point Gen7 LP, Oneida Gen7 LP, Rankin Gen7 LP, Roseneath Gen7 LP, Sarnia Gen7 LP and Walpole Gen7 LP in response to the letters they received from Mr. Van Eyk dated February 6, 2023 in relation to the above-noted matter. As you know, I also represent 27453864 Ontario Inc (c.o.b.a. GPMC Management Services) and, while this entity has no record of having received a letter from Mr. Van Eyk, it is producing to the Monitor the responsive records in its possession, and I am writing on its behalf.

Please direct all future correspondence to my clients in respect of the above matter to me.



- 2 -

As discussed during our conversation on February 17, 2023, my clients have been working and continue to work diligently to provide to you any records in their possession, custody or control that constitute Requested Information (as that term is defined and used in the Amended and Restated Initial Order dated February 9, 2023). My clients intend to deliver the Requested Information, although this will require some additional time. My clients request that they be allowed at least 30 more days. While my clients hope that this will be enough time, it is possible that an additional extension may be required.

I also note that the requests for production of the Requested Information, as set out in the February 6 letters that have been received by my clients, are entirely unparticularized and general in nature. We appreciate that the Amended and Restated Initial Order granted broad investigative powers to the Monitor, and we understand the Monitor's desire to receive all relevant documents related to the OTE Group. Nevertheless, it would help my clients in prioritizing their searches and responding more quickly if the Monitor would compile a more specific list of information it is seeking.

Below, I describe the relationships between my clients, their relationships with Original Traders Energy LP ("OTE LP) and/or OTE Logistics LP ("OTE Logistics"), and the nature of the documents that constitute Requested Information that are in their possession.

### **GPMC Management Services**

GPMC Management Services is a management company that provides operational oversight and support services to various entities, including OTE LP and OTE Logistics.

As set out in greater detail below, GPMC Management Services began providing certain payroll services to OTE LP in or around March 2019 and it began providing certain bookkeeping services to OTE Logistics in or around January 2021. GPMC Management Services formalized this arrangement by entering into a written service agreement with OTE Logistics and OTE LP effective as of April 1, 2021, pursuant to which GPMC Management Services provided various other services as described below. That service agreement was terminated by OTE Logistics and OTE LP in or around late July 2022.

Mandy Cox is the Chief Operating Officer of GPMC Management Services. Kellie Hodgins is an employee of GPMC Management Services. All work performed by Ms. Cox and Ms. Hodgins for or in relation to OTE LP and OTE Logistics was performed by them in their respective capacities of COO and employee of GPMC Management Services. As such, neither Ms. Cox nor Ms. Hodgins has any Requested Information in their personal possession. Any information in their possession is held by GPMC Management Services and is being produced by GPMC Management Services.

As explained in the subsections that follow, GPMC Management Services is in possession of records that constitute Requested Information that relate to management services provided to OTE

- 3 -

Logistics, to management services provided to OTE LP, and to OTE LP's supply of gasoline to the Gen7 stations prior to April 2022. This documentation that is in the possession of GPMC Management Services is currently being compiled and reviewed by counsel. Given the ongoing litigation between our clients and OTE LP and OTE Logistics, care is being taken to ensure that copies of all documentation are retained for litigation purposes.

An initial set of the records that are in the possession of GPMC Management Services (electronic and physical) is available immediately. We have created a shared One Drive folder, "OTE Group – 27453864 Ont & Gen7 Brands documents", and have uploaded the documents that are currently available to a subfolder therein. The link has been shared with you. If anyone else in your firms requires access, please advise.

The physical documents will be available for pick up from GPMC Management Services' offices located at 1005 Skyview Drive, Suite 220, Burlington Ontario beginning anytime after 9am on Thursday, March 9, 2023. Please contact Glenn Page at [REDACTED] to coordinate a time for pick up.

We expect that the remainder of this documentation will be available for pickup or download on a rolling basis within 30 days. We will advise when additional documentation is available for pickup or download.

#### Requested Information relating to OTE Logistics

GPMC Management Services began providing bookkeeping services to OTE Logistics in January 2021. Prior to that time, this bookkeeping work was performed in-house at OTE Logistics by an employee named Courtney McMillan. When GPMC Management Services began providing bookkeeping services to OTE Logistics in or around January 2021, this work was initially performed by way of remote access to the server owned by OTE Logistics and located at the OTE blending site on Six Nations of the Grand River reserve. Later in 2021, when GPMC Management Services established offices in Burlington, Ontario, the bookkeeping records for OTE Logistics were moved to GPMC Management Services' server in Burlington. Still later, when Gen7 Brands International began operating in or around April 2022 (as described further below), GPMC Management Services reorganized its information technology management systems, and its records relating to bookkeeping for OTE Logistics were moved to the St. Lucia-based server of Gen7 Brands International.

In or around August 2021, GPMC Management Services began providing payroll services to OTE Logistics, by way of remote access to OTE LP's Payweb system. GPMC Management Services also began providing human resources support services to OTE Logistics. The records relating to these services were prepared and maintained by GPMC Management Services on OTE LP's electronic systems (by way of remote access to OTE LP's cloud-based server, described further below, and/or using the @originaltradersenergy.com email addresses that were issued to the employees of GPMC Management Services who performed this work).

- 4 -

In late July 2022, a representative of OTE advised Ms. Cox that payroll work for OTE and OTE Logistics would henceforth be performed in-house. Also in late July 2022, OTE Logistics terminated the access privileges of all GPMC Management Services' employees to their @originaltradersenergy.com email addresses, and revoked their access credentials for all other electronic systems controlled by OTE LP that were used by GPMC Management Services to perform services for OTE Logistics (including the OTE LP cloud-based server and Payweb system). GPMC Management Services rendered to OTE LP and OTE Logistics its usual weekly invoices dated July 25, 2022 for work performed during the week ending July 24, 2022; the scheduled payments of these invoices from these companies' RBC accounts, that had been arranged by GPMC Management Services to occur on July 29, 2022 as per its usual practice, were cancelled and payment was never received. For these and other reasons, GPMC Management Services concluded that OTE Logistics and OTE LP had terminated the service agreement.

In mid-August 2022, Miles Hill advised Brian Page that, henceforth, work relating to the books and records belonging to OTE Logistics and OTE LP were to be performed on Six Nations Territory and not at the Burlington office of GPMC Management Services. Later in August 2022, GPMC Management Services provided an electronic copy of all relevant financial records to Glenn Page, who in turn provided these records to Scott Hill, Miles Hill, their counsel at the time Andrew McKay, and their accountant Gary Beveridge.

Following the termination of its contract with OTE and OTE Logistics and the return to these companies of the records associated with this work as described above, GPMC Management Services deleted all records relating to OTE Logistics and OTE LP from its server.

As a result, GPMC Management Services currently has in its possession limited documentation relating to OTE Logistics in electronic form.

GPMC Management Services has also retained a limited number of physical documents relating to OTE Logistics, including: certain financial, banking and tax documentation; human resource files, including personnel files and documentation relating to employee benefits; historical payroll data; and lease agreements for OTE Logistics' assets.

In addition, GPMC Management Services is producing to the Monitor certain documents belonging to GPMC Management Services and relating to OTE Logistics that were in the possession of Brian Page. These documents consist of emails sent by Brian Page attaching documents derived from GPMC Management Services' bookkeeping records. In his capacity as an executive of OTE Logistics, Brian Page was responsible for the financial reporting regarding the OTE Logistics business to its partners (of which Brian Page was one). Brian Page had direct access to the bookkeeping records of OTE Logistics that were maintained by GPMC Management Services. Note that these documents are also being produced by Brian Page personally, in his capacity as former executive of OTE Logistics.

- 5 -

GPMC Management Services is also producing to the Monitor certain documents belonging to GPMC Management Services and relating to OTE Logistics that were in the possession of Glenn Page. These include copies of the financial records of OTE Logistics that were provided to Scott Hill, Miles Hill, Andrew McKay and Gary Beveridge.

#### Requested Information relating to OTE LP

In or around March 2019, GPMC Management Services began providing certain payroll services to OTE LP. These services were performed entirely on OTE LP's Payweb system, to which GPMC Management Services no longer has access.

Beginning in or around late July 2021, GPMC Management Services began providing bookkeeping, human resources support and other services to OTE LP, pursuant to the service agreement that had been signed effective April 1, 2021.

Prior to late July 2021, OTE LP's bookkeeping work was performed in-house by Sandra Smoke and/or Paula Anderson, on OTE LP's server. OTE LP's server was initially located at the office at Unit A, 1110 Highway 54, Caledonia, on the Six Nations of the Grand River reserve. Following two hacking and ransom incidents that affected this server, OTE LP retained the services of Silverline Solutions in or around early 2020, and began using a cloud-based server hosted by Silverline Solutions. OTE Logistics began using this same Silverline-supplied cloud-based server in 2021. When GPMC Management Services began providing bookkeeping services to OTE LP in July 2021, all such services were performed by GPMC Management Services by way of remote access to OTE's Silverline-hosted server. The banking services provided by GPMC Management Services to OTE LP were performed on the RBC online system, using OTE LP's RBC bank account. HST filings were inputted into the CRA online system, using OTE LP's account. Since late July 2022, GPMC Management Services no longer has access to these databases or the records they contain.

As such, GPMC Management Services currently has possession of limited electronic records relating to OTE LP.

GPMC Management Services has physical copies of certain records relating to OTE LP, including certain human resource files, including personnel files and documentation relating to employee benefits, as well as historical payroll data.

#### Requested Information arising from OTE LP's supply of gasoline to the Gen7 stations, prior to April 2022

GPMC Management Services also provides management services to each of the gas stations operating under the Gen7 Fuel brand and oversees the day-to-day operations of these stations. Until April 2022, these services provided by GPMC Management Services to the Gen7 gas stations included managing the receipt and payment of invoices for gasoline received from OTE LP.

- 6 -

Starting in April 2022, when Gen7 Brands International began operating (as described further below), these invoice receipt and payment services were supplied to the Gen7 gas stations by Gen7 Brands International.

As noted above, when Gen7 Brands International established offices in St. Lucia in or around April 2022, GPMC Management Services reorganized its information technology management systems. The records relating to invoicing by OTE LP to the Gen7 stations and payment of those invoices were at that time transferred from GPMC Management Services to Gen7 Brands International.

As a result, GPMC Management Services currently has possession of limited records relating to OTE LP's supply of gasoline to the Gen7 stations and the invoicing and payments for this gasoline. Other records that are now in the possession of Gen7 Brand International are being produced by that entity, as described below.

### **Gen7 Brands International**

Gen7 Brands International Inc. is a corporation created under St. Lucia's *International Business Companies Act*, and registered pursuant to that Act on December 2, 2021. Gen7 Brands International is wholly-owned by Glenn Page and Mandy Cox, who are both also directors of the company. Its physical premises are located on Gros Islet, St. Lucia.

Beginning in or around April 2022, Gen7 Brands International began to provide certain bookkeeping and accounting services to the gas stations operating under the Gen7 Fuel brand. These services, which had previously been performed by GPMC Management Services, included acting as agent on behalf of the stations to receive and pay invoices from OTE LP. As noted above, when GPMC Management Services ceased providing these invoice receipt and payment services in or around April 2022, it transferred all relevant documentation in its possession to Gen7 Brands International. Therefore, Gen7 Brands International is producing to the Monitor all Requested Information that consist of records relating to invoicing and payments for gasoline supplied by OTE LP to the Gen7 stations, including those records (relating to the period prior to April 2022) that had previously been in the possession of GPMC Management Services.

The gas stations operating under the Gen7 Fuel brand received their last deliveries of gasoline from OTE LP on August 30, 2022 and August 31, 2022.

The documentation relating to OTE LP that is in the possession of Gen7 Brands International is currently being compiled and reviewed by counsel. Given the ongoing litigation between our clients and OTE LP and OTE Logistics, care is being taken to ensure that copies of all documentation are retained for litigation purposes.

An initial set of records related to OTE LP that are in the possession of Gen7 Brands International will be available shortly, in the "Gen7 Brands Intl" subfolder within the shared One Drive link referenced above.

- 7 -

Gen7 Brands International also has physical copies of the invoices sent by OTE LP to the gas stations operating under the Gen7 Fuel brand, as well as bills of lading and credit requests relating to those invoices. These documents are located in St. Lucia and are being compiled for production to the Monitor by Gen7 Brands International's staff at the company's St. Lucia office. We are arranging for a copy or scan of these records to be prepared so that this can be retained for counsel's reference. We will advise as soon as the documents are available for pick up from Gen7 Brands International's offices located at Rodney Bay Commercial Centre, 1st floor, Rodney Bay, Gros Islet, St. Lucia. We expect that this documentation will be available for pick up and/or download on a rolling basis within 30 days.

**Gen7 gas stations**

Each of the gas stations operating under the Gen7 Fuel brand is operated by a separate limited partnership. The general partner of Oneida Gas Gen7 LP is Oneida Gas Ltd. The general partner of Walpole Gen7 LP and Sarnia Gen7 LP is Sarnia Gas Ltd. The general partner of Curve Lake Gen7 LP, French River Gen7 LP, Jocko Point Gen7 LP, Rankin Gen7 LP and Roseneath Gen7 LP is Alderville Gas Ltd. Mandy Cox is the president of each general partner, and has operational control of each of these limited partnerships.

Given the management service agreements in place between each of the Gen7 stations LPs and GPMC Management Services and Gen7 Brands International, the Gen7 station LPs do not have possession of any additional records that constitute Requested Information.

We trust the above to be satisfactory. We anticipate that the additional documents in our clients' possession should be available within the next 30 days and we will advise when additional records are available for download or pick up.

Sincerely,



Jessica R. Orkin  
JRO:es/cope 343

1403-3452-0321, v. 4

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

**AFFIRMED BEFORE ME  
this 10th day of November, 2023**



---

A Commissioner, etc.


**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:54 PM  
**To:** sahnir@bennettjones.com; pvaneyk@kpmg.ca  
**Subject:** Jessica Orkin shared the folder "OTE Group - 2745384 Ont & Gen7 Brands documents" with you.



## Jessica Orkin shared a folder with you

Here's the folder that Jessica Orkin shared with you.

 OTE Group - 2745384 Ont & Gen7 Brands documents

 This link only works for the direct recipients of this message.

Open




**From:** Jessica Orkin  
**Sent:** March 9, 2023 12:26 PM  
**To:** cgard@kpmg.ca; blomax@kpmg.ca  
**Subject:** Jessica Orkin shared the folder "OTE Group - 27453864 Ont & Gen7 Brands documents" with you.



## Jessica Orkin shared a folder with you

Here's the folder that Jessica Orkin shared with you.

 OTE Group - 27453864 Ont & Gen7 Brands documents

 This link only works for the direct recipients of this message.

Open

---

**From:** Jessica Orkin  
**Sent:** March 9, 2023 5:03 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <SahniR@bennettjones.com>; Van Eyk, Paul <pvaneyk@kpmg.ca>  
**Cc:** Natai Shelsen <nshelsen@goldblattpartners.com>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**  
T 416.979.4381  
F 416.591.7333  
E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 9, 2023 5:03 PM  
**To:** Raj Sahni <SahniR@bennettjones.com>; Van Eyk, Paul <pvaneyk@kpmg.ca>; Gard, Chris <cgard@kpmg.ca>; Lomax, Broderick <blomax@kpmg.ca>  
**Cc:** Natai Shelsen <nshelsen@goldblattpartners.com>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <SahniR@bennettjones.com>; Van Eyk, Paul <pvaneyk@kpmg.ca>  
**Cc:** Natai Shelsen <nshelsen@goldblattpartners.com>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**  
T 416.979.4381  
F 416.591.7333  
E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 9, 2023 5:03 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 9, 2023 5:03 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381  
F 416.591.7333  
E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*



---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039

Toronto ON M5G 2C2

[www.goldblattpartners.com](http://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.*

**From:** [Jessica Orkin](#)  
**To:** [Raj Sahni](#); [Van Eyk, Paul](#); [Gard, Chris](#); [Lomax, Broderick](#)  
**Cc:** [Natai Shelsen](#); [Elizabeth Smith](#); [Samantha Boghossian](#); [Maria Lucas](#)  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP  
**Date:** March 28, 2023 9:36:04 PM

---

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

**From:** [Jessica Orkin](#)  
**To:** [Raj Sahni](#); [Van Eyk, Paul](#); [Gard, Chris](#); [Lomax, Broderick](#)  
**Cc:** [Natai Shelsen](#); [Elizabeth Smith](#); [Samantha Boghossian](#); [Maria Lucas](#)  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP  
**Date:** March 29, 2023 9:46:59 PM

---

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 28, 2023 9:36 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 13, 2023 9:54 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,

Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039

Toronto ON M5G 2C2

[www.goldblattpartners.com](http://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.*



---

**From:** Jessica Orkin  
**Sent:** March 31, 2023 9:15 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 29, 2023 9:47 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 28, 2023 9:36 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 21, 2023 10:26 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 13, 2023 9:54 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,

Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039

Toronto ON M5G 2C2

[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** April 3, 2023 5:19 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 31, 2023 9:15 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 29, 2023 9:47 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 28, 2023 9:36 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax,

Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

Cc: Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,

Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039

Toronto ON M5G 2C2

[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** April 4, 2023 11:08 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 3, 2023 5:19 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 31, 2023 9:15 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 29, 2023 9:47 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha

Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 28, 2023 9:36 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 23, 2023 8:45 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 21, 2023 10:26 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin



---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 9, 2023 5:03 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)

20 Dundas Street W., Suite 1039

Toronto ON M5G 2C2

[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** April 5, 2023 2:27 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 4, 2023 11:08 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 3, 2023 5:19 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 31, 2023 9:15 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha

Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 29, 2023 9:47 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 28, 2023 9:36 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 23, 2023 8:45 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 9, 2023 5:03 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** April 6, 2023 11:59 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 5, 2023 2:27 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 4, 2023 11:08 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 3, 2023 5:19 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha

Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 31, 2023 9:15 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 29, 2023 9:47 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 28, 2023 9:36 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,  
Jessica Orkin



---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 10, 2023 5:12 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 9, 2023 5:03 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**  
T 416.979.4381  
F 416.591.7333  
E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** April 12, 2023 10:14 AM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders, as well as a zipped file with today's date in the newly created subfolder "Gen7 station LPs".  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 6, 2023 11:59 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 5, 2023 2:27 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 4, 2023 11:08 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha

Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 3, 2023 5:19 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 31, 2023 9:15 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 29, 2023 9:47 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 28, 2023 9:36 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 13, 2023 9:54 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039

Toronto ON M5G 2C2

[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** April 16, 2023 10:02 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 12, 2023 10:14 AM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders, as well as a zipped file with today's date in the newly created subfolder "Gen7 station LPs".  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 6, 2023 11:59 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 5, 2023 2:27 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha



Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 4, 2023 11:08 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 3, 2023 5:19 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 31, 2023 9:15 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 29, 2023 9:47 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 28, 2023 9:36 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 21, 2023 10:26 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 13, 2023 9:54 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** May 4, 2023 3:37 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder, as well as a new subfolder with today's date in the newly created subfolder "Mandy Cox".

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 16, 2023 10:02 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 12, 2023 10:14 AM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders, as well as a zipped file with today's date in the newly created subfolder "Gen7 station LPs".

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 6, 2023 11:59 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha

Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

**From:** Jessica Orkin

**Sent:** April 5, 2023 2:27 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

**From:** Jessica Orkin

**Sent:** April 4, 2023 11:08 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

**From:** Jessica Orkin

**Sent:** April 3, 2023 5:19 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 31, 2023 9:15 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 29, 2023 9:47 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 28, 2023 9:36 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 23, 2023 8:45 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 21, 2023 10:26 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 13, 2023 9:54 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP



Hello,  
We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 8, 2023 5:57 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>  
**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381  
F 416.591.7333  
E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

---

**From:** Jessica Orkin  
**Sent:** May 16, 2023 4:33 PM  
**To:** Raj Sahni; Van Eyk, Paul; Gard, Chris; Lomax, Broderick  
**Cc:** Natai Shelsen; Elizabeth Smith; Samantha Boghossian; Maria Lucas  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this afternoon – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** May 4, 2023 3:37 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder, as well as a new subfolder with today's date in the newly created subfolder "Mandy Cox".  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 16, 2023 10:02 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 12, 2023 10:14 AM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha

Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders, as well as a zipped file with today's date in the newly created subfolder "Gen7 station LPs".

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 6, 2023 11:59 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 5, 2023 2:27 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 4, 2023 11:08 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 3, 2023 5:19 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 31, 2023 9:15 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 29, 2023 9:47 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
Regards,  
Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** March 28, 2023 9:36 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 23, 2023 8:45 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 21, 2023 10:26 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 13, 2023 9:54 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,  
Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
 We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.  
 Regards,  
 Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,  
 We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.  
 Regards,  
 Jessica Orkin

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
 Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)



20 Dundas Street W., Suite 1039  
 Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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 “K”** TO THE  
AFFIDAVIT OF ELIZABETH LALONDE

AFFIRMED BEFORE ME  
this 10th day of November, 2023



---

A Commissioner, etc.

**From:** [Jessica Orkin](#)  
**To:** [Raj Sahni](#); [Van Eyk, Paul](#); [Gard, Chris](#); [Lomax, Broderick](#)  
**Cc:** [Natai Shelsen](#); [Elizabeth Smith](#); [Samantha Boghossian](#); [Maria Lucas](#)  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP  
**Date:** September 8, 2023 11:50:47 AM  
**Attachments:** [image001.gif](#)

---

Hello,

We have uploaded additional documents to the shared One Drive folder this morning – there is a new subfolder with today's date in each of the "Gen7 Brands Intl" subfolder and the "27453864 Ontario" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** May 16, 2023 4:33 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this afternoon – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** May 4, 2023 3:37 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder, as well as a new subfolder with today's date in the newly created subfolder "Mandy Cox".

Regards,

Jessica Orkin

---

**From:** Jessica Orkin



**Sent:** April 16, 2023 10:02 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 12, 2023 10:14 AM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this morning – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders, as well as a zipped file with today's date in the newly created subfolder "Gen7 station LPs".

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** April 6, 2023 11:59 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 5, 2023 2:27 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 4, 2023 11:08 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin  
**Sent:** April 3, 2023 5:19 PM  
**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>  
**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>  
**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 31, 2023 9:15 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 29, 2023 9:47 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 28, 2023 9:36 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "27453864 Ontario" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 23, 2023 8:45 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>; Maria Lucas <[mlucas@goldblattpartners.com](mailto:mlucas@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 21, 2023 10:26 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>; Elizabeth Smith <[esmith@goldblattpartners.com](mailto:esmith@goldblattpartners.com)>; Samantha Boghossian <[sboghossian@goldblattpartners.com](mailto:sboghossian@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 13, 2023 9:54 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder this evening – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 10, 2023 5:12 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in the "Gen7 Brands Intl" subfolder.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 9, 2023 5:03 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>; Gard, Chris <[cgard@kpmg.ca](mailto:cgard@kpmg.ca)>; Lomax, Broderick <[blomax@kpmg.ca](mailto:blomax@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** RE: Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Hello,

We have uploaded additional documents to the shared One Drive folder today – there is a new zipped file with today's date in each of the "27453864 Ontario" and "Gen7 Brands Intl" subfolders.

Regards,

Jessica Orkin

---

**From:** Jessica Orkin

**Sent:** March 8, 2023 5:57 PM

**To:** Raj Sahni <[SahniR@bennettjones.com](mailto:SahniR@bennettjones.com)>; Van Eyk, Paul <[pvaneyk@kpmg.ca](mailto:pvaneyk@kpmg.ca)>

**Cc:** Natai Shelsen <[nshelsen@goldblattpartners.com](mailto:nshelsen@goldblattpartners.com)>

**Subject:** Original Traders Energy Ltd, 2496750 Ontario Inc, OTE Logistics LP and Original Traders Energy LP

Dear Mr Sahni and Mr Van Eyk,

Please see my attached letter in respect of the above matter.

Sincerely,  
Jessica Orkin

**Jessica Orkin**

T 416.979.4381

F 416.591.7333

E [jorkin@goldblattpartners.com](mailto:jorkin@goldblattpartners.com)

Email-Logo



20 Dundas Street W., Suite 1039  
Toronto ON M5G 2C2  
[www.goldblattpartners.com](http://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.*

**ORIGINAL TRADERS ENERGY LTD.**  
Applicant

**GLENN PAGE et al.**  
Respondents

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

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF ELIZABETH LALONDE**  
**(Affirmed November 10, 2023)**

**GOLDBLATT PARTNERS LLP**

20 Dundas West, Suite 1039  
Toronto, ON M5G 2C2

Jessica Orkin (52014M)

Tel: (416) 979-4381

Email: jorkin@goldblattpartners.com

Natai Shelsen (63211W)

Tel: (416) 979-4384

Email: nshelsen@goldblattpartners.com

Lawyers for the Respondent,  
Mandy Cox

**ORIGINAL TRADERS ENERGY LTD.**  
Applicant

**GLENN PAGE et al.**  
Respondents

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

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

PROCEEDING COMMENCED AT TORONTO

**RESPONDING RECORD OF MANDY COX**  
Motion for Mareva Injunction  
Returnable November 10, 2023

**GOLDBLATT PARTNERS LLP**  
20 Dundas West, Suite 1039  
Toronto, ON M5G 2C2

Jessica Orkin (#52014M)  
Tel: (416) 979-4381  
Email: jorkin@goldblattpartners.com

Natai Shelsen (#63211W)  
Tel: (416) 979-4384  
Email: nshelsen@goldblattpartners.com

Lawyers for the Respondent,  
Mandy Cox