

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

TUESDAY, THE 16TH DAY

JUSTICE KIMMEL

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)

OF JANUARY, 2024

B E T W E E N:

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

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

Applicants

ORDER

NOTICE

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

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

THIS MOTION, made by the Court-appointed Monitor, KPMG Inc., on notice, for an Order in the form of a Mareva injunction restraining Glenn Page, Mandy Cox and 2658658 Ontario Inc. (the "**Mareva Respondents**"), from transferring, moving, or dissipating their assets, as detailed below, and other relief, was heard on December 21, 2023 at the courthouse, 330 University Avenue, 8th floor, Toronto, Ontario.

ON READING the motion materials and written arguments filed by the parties, and on hearing the submissions of counsel for all parties in attendance and represented per the counsel slip.

Service

1. **THIS COURT ORDERS** that the time for service of the motion materials and written arguments by the parties herein is hereby abridged and validated so that this motion was properly returnable on December 21, 2023 and hereby dispenses with further service thereof.

Mareva Injunction

2. **THIS COURT ORDERS** that Glenn Page and 2658658 Ontario Inc. (the “**Injunction Parties**”), and their servants, employees, agents, assigns, officers, directors as well as any other person or entity acting on their behalf or at their direction or, in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:

- (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Injunction Parties, including real property, bank accounts, insurance policies, annuities and other assets held by them or by any other person or entity on their behalf, wherever situate, without leave of this Court;
- (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
- (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

3. **THIS COURT ORDERS** that paragraph 2 applies to all of the Injunction Parties’ assets whether or not they are in the possession or control of any of the Injunction Parties and whether they are solely or jointly owned by any other party. For the purpose of this order, the Injunction Parties’ assets include any asset to which any of them may have the power, directly or indirectly, to dispose of or deal with as if it were their own. Each of the Injunction Parties are to be regarded as having such power if a third party holds or controls the assets in accordance with any of their direct or indirect instructions.

Ordinary Living Expenses and Legal Expenses

4. **THIS COURT ORDERS** that the Injunction Parties may apply for an order, on at least twenty-four (24) hours notice to the Monitor, specifying the amount of funds which the Injunction Parties are entitled to spend on ordinary living expenses and legal advice and representation.

Disclosure of Information

5. **THIS COURT ORDERS** that the Injunction Parties each prepare and provide to the Monitor within twenty days of the date of service of this Order, a sworn affidavit or statement

describing the nature, value, and location of each of their assets worldwide, whether in their own names or not and whether solely or jointly owned.

6. **THIS COURT ORDERS** that the Injunction Parties submit to examinations under oath within twenty-five days of the delivery by the Mareva Respondents of the aforementioned sworn statements.

7. **THIS COURT ORDERS** that Cox prepare and provide to the Monitor within twenty days of the date of service of this Order, a statement describing the nature, value, and location of each of her assets worldwide, whether in her own name or not and whether solely or jointly owned, and co-operate with the Monitor if it seeks information or documents from her, including any requested interview by the Monitor.

8. **THIS COURT ORDERS** that if the provision of any of this information is likely to incriminate the Injunction Parties or Cox, they may be entitled to refuse to provide it, but are recommended to take legal advice before refusing to provide the information. Wrongful refusal to provide the information referred to in paragraphs 5, 6 and 7 herein is contempt of court and may render the Injunction Parties and/or Cox liable to be imprisoned, fined, or have their assets seized.

Third Parties

9. **THIS COURT ORDERS** that any financial institution given notice of this Order (the “**Banks**”) forthwith freeze and prevent any removal or transfer of monies or assets of the Injunction Parties that may be held in any account or on credit on behalf of the Injunction Parties, with the Banks, until further Order of the Court.

10. **THIS COURT ORDERS** that the Banks forthwith disclose and deliver up to the Monitor any and all records held by the Banks concerning any of the Injunction Parties’ assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate, held on behalf of any of the Injunction Parties by the Banks.

Variation, Discharge or Extension of Order

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

General

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

13. **THIS COURT ORDERS** that the Monitor is authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition and/or enforcement of this Order, the Initial Order dated January 30, 2023, the Amended and Restated Initial Order dated February 9, 2023 and any further orders issued in these proceedings, and for assistance in carrying out the terms and/or intent of all such orders.

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

Costs

15. **THIS COURT ORDERS** that the Injunction Parties shall pay partial indemnity costs to the Monitor in the all-inclusive amount of \$100,000 (the “**Page Cost Payment**”). The timing of the Page Cost Payment and the source of funds from which the Injunction Parties may make the Page Cost Payment shall be subject to further direction from the Court or agreement between the Monitor and the Injunction Parties. For greater certainty, this aspect of this Order is intended to address the issue of the costs of this motion as between the Injunction Parties and the Monitor, and does not in any way prejudice the Monitor's ability be paid its full fees and costs (including legal costs) from the OTE Group in the ordinary course of this CCAA proceeding or to seek any Court approval in respect thereof.

16. **THIS COURT ORDERS** that the Monitor shall pay partial indemnity costs of this motion to Cox in the all-inclusive amount of \$85,000 forthwith upon receipt of the endorsement of the Court dated February 15, 2024 (“**Cox Cost Payment**”). The Cox Cost Payment shall be paid by the Monitor out of the assets of the OTE estate.

Kimmel J.

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Applicants

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
PROCEEDING COMMENCED AT
TORONTO

ORDER

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