

intended use and to the best of the Lessor's knowledge there are no environmental, heritage or cultural prohibitions to such development;

- c) the Lands are free and clear of all encumbrances except for the Permitted Encumbrances;
- d) there are no mortgages, assignment of rents or leases registered on title to the Lands which have priority over this Lease;
- e) There are no restrictive covenants on title to the Lands which would restrict the Lessee's use of the Lands for the Project;
- f) the Lands are not subject to any leases, easements, covenants, restrictions, or the like which in any manner interfere with, impede, limit, prevent and/or restrict in any manner or to any degree, the Lessee's construction and use of the Lands for any lawful purpose;
- g) the development and operation of the Project is permitted in accordance with the requirements of the Land Management Code; and
- h) To the best of the information, knowledge and belief of the Lessor, there are no Hazardous Substances on or under the Lands and no order or proceeding has been given or initiated with respect to the environmental condition of the Lands.

41.3 The Lessor shall indemnify and save harmless the Lessee from and against any and all claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions and any and all costs arising in connection therewith suffered by the Lessee as a result of the representations and warranties in section 41.2 not being true and correct. The Lessor acknowledges and agrees that section 41.2 is a fundamental provision of this Lease and any breach thereof by the Lessor shall constitute a fundamental breach of this Lease causing irreparable harm to the Lessee and the Lessee may obtain injunctive relief, together with the use of any other rights and remedies available to the Lessee in law and in equity, to protect its rights under and interest in this Lease.

41.4 The representations and warranties contained in this Section 41 shall not merge with, but rather will survive, the execution and delivery of this Lease, for the Term.

42. THE FIRST NATION AS GOVERNMENT AUTHORITY

42.1 The Lessee acknowledges and agrees that the Lessee and any use of the Lands will be subject to all Applicable Laws and requirements, including all Applicable Laws and requirements lawfully imposed by the First Nation or the Lands Manager of the First Nation. Without limiting the foregoing, nothing in this Lease will in anyway derogate from:

- a) any power or authority of the First Nation as Governmental Authority;
- b) any power or authority of the Lands Manager of the First Nation; and
- c) no decision, failure to decide, action or inaction by the First Nation

as Governmental Authority will render the First Nation liable under this Lease.

43. CERTIFICATE OF STATUS

43.1 The Lessor will from time to time, provided this Lease is in good standing, upon not less than 15 days prior request by the Lessee, execute and deliver to the Lessee or to any other addressee as requested by the Lessee, a statement in writing prepared by the Lessee and certifying:

- a) that this Lease is unmodified and in full force and effect or if modified, identifying such modifications and confirming that the Lease is in full force and effect as modified;
- b) that, to the best of the Lessor's knowledge and belief, having not made investigations beyond information in the possession or control of the Lessor and not having sought legal advice, the Lessee is not in default of any provision of this Lease, or if in default, the particulars thereof; and
- c) Any other matters related to this Lease as may be reasonably requested.

44. OTHER ENCUMBRANCES

44.1 The Lessor will authorize the granting of or will execute and deliver any easement, right of way or similar charge over the Lands as may be reasonably required by the First Nation or any public utility or approving authority to enable the Lessee to develop or redevelop the Lands for any lawful purpose, provided the Lessor will not be obliged to incur any costs in connection therewith.

44.2 The Lessor, on behalf of and so as to bind itself and its heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Lessee that during the Term:

- a) the Lessor will not use any part of the First Nation Land, or suffer or permit any part of the First Nation Land, to be used, by lease, license or otherwise, and the same will not be used, in whole or in part, for the purpose of heavy industrial uses, uses emitting toxic or noxious odors, or uses that could materially interfere with the proper access to and egress from, and the operation of, the Lessee's lawful activities on the Lands, including without limitation the Permitted Use; and
- b) the Lessor will cause all leases and offers to lease of premises on the First Nation Land to provide a covenant of the tenant thereunder that such tenant will not violate the terms of the restrictive covenant set out in subsection 44.2(a) during the term and any renewal or extension term of such lease and to further provide the agreement of such tenant that in the event of a breach of such covenant the appropriate remedy will be an injunction restraining such breach and that damages will not be an adequate remedy, and will deliver written evidence of same to the Lessee, forthwith upon request by the Lessee from time to time, to the intent that the foregoing covenants shall be restrictive covenants which shall at all times during the term of the Lease run with and be appurtenant to and for the benefit of the Lands and the leasehold interest of the Lessor pursuant to this Lease and shall

at all times during such term be a burden against, be binding upon and run with the First Nation Land and any part thereof.

- 44.3 Save and except for the Permitted Encumbrances, the Lessor shall not enter into any agreement, instrument, encumbrance, or document that in any way affects or encumbers the Lands or title to the Lands without the prior written consent of the Lessee, which consent may not be unreasonably withheld.

45. HEADING

- 45.1 All headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Lease or any of its provisions.
- 45.2 Any reference in this Lease to an Article or Section will mean an Article or Section of this Lease unless otherwise expressly provided.
- 45.3 Any reference in this Lease to Lessee's covenants will be deemed to include all terms and conditions to be performed or observed by the Lessee under this Lease.

46. AMENDMENTS

- 46.1 This Lease constitutes the entire agreement between the Parties with respect to the subject matter of this Lease and no modification, or waiver of any provision of the Lease will be inferred from anything done or omitted by either of the Parties except by an express waiver in writing duly executed by the respective Party.
- 46.2 No condoning, excusing or overlooking by the Lessor of any default by the Lessee at any time or times in performing or observing any of the Lessee's covenants will operate as a waiver of or otherwise affect the rights of the Lessor in respect of any continuing or subsequent default and no waiver of these rights will be inferred from anything done or omitted by the Lessor except by an express waiver in writing.

47. ARBITRATION

- 47.1 Should there be a disagreement or dispute between the Parties with respect to any matter under this Agreement or the interpretation thereof, the same may be referred jointly by the Parties to a single arbitrator pursuant to the *Commercial Arbitration Act of Ontario* and any amendments thereto and the determination of such arbitrator will be final and binding upon the Parties.

48. NOTICE

- 48.1 All notices under this Lease must be given in writing and delivered in accordance with this Article 48.
- 48.2 All notices will be delivered to the other Party and no notice will be effective until such delivery has been made.
- 48.3 The addresses for delivery are:

**To the Lessor:
Atikameksheng Anishnawbek
25 Reserve Road
Naughton, ON
P0M 2M0**

**To the Lessee;
Chi Zhiingwaak Business Park Inc.
25 Reserve Road
Naughton, ON
P0M 2M0**

Communications sent in accordance with this Article 48 will be deemed effectively given: (a) when received, if delivered by hand; (b) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (c) on the fourth (4th) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

- 48.4 Either party may change the address shown in this agreement by informing the other Party of the new address, or such change will take effect fifteen (15) days after the notice is received.

49. TIME OF THE ESSENCE

- 49.1 Time is of the essence in this Lease.

50. SEVERABILITY

- 50.1 If any part of this Lease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Lease had been executed without the invalid portion.

51. ENUREMENT, PLURALITY AND GENDER

- 51.1 This Lease will be for the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the Parties. Every reference in this Lease to any Party includes the heirs, executors, administrators, successors, assigns and other legal representatives of the Party.
- 51.2 Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- 51.3 If a Party is comprised of more than one Person, then all covenants and agreements of that Party will be deemed joint and several.

52. NOT A JOINT VENTURE

- 52.1 Nothing in this Lease will be construed as making the Lessor an agent, partner or joint venture with the Lessee or as creating any relationship between the Parties other than the relationship of lessor and lessee.
- 52.2 The Parties acknowledge that this Lease does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Lessor and the Lessee.

53. APPLICABLE LAWS

- 53.1 This Lease is subject to and governed by the Land Management Code and all other Applicable Laws.

54. OTHER ASSURANCES

- 54.1 Each of the parties will execute and deliver such further and other documents and

assurances as another party hereto may reasonably request to better carry out or document the intentions herein expressed.

55. CORPORATE AUTHORITY

55.1 The Lessee warrants and represents to the Lessor that:

- a) The Lessee has the authority pursuant to its constating documents to enter into this Lease and to perform all of the covenants and agreements contained herein; and
- b) The Lessee is a corporation incorporated in the province of Ontario.

56. NO OTHER AGREEMENTS BIND THE LANDS

56.1 The Lessor covenants with the Lessee that it is the sole lawful possessor of the Lands and that this Lease will not violate any agreement with any person who has, or will have, an interest in the Lands or any portion thereof.

57. AUTHORITY TO LEASE AND ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

57.1 The Lessor represents, warrants and covenants to the Lessee, and acknowledges that the Lessee is relying thereon, that:

- a) it has good right, full power and authority to lease the Lands to the Lessee and grant the leasehold estate in the manner and according to the true intent of this Lease;
- b) the Lessor has taken all steps to request that the First Nation Council pass all First Nation Council resolutions and take all steps required under Applicable Laws, including the Land Management Code, necessary in order to permit the grant of this Lease as a lawful and binding contract on the Parties, and any appeal periods in respect of such resolutions have expired without an appeal having been commenced, or if appeals have been commenced such appeals have been withdrawn, dismissed or otherwise finally determined; and that a certified copy of the aforementioned First Nation council resolution is attached hereto as Schedule C;
- c) the Lands are not encumbered by or the subject matter of any interest or license described in Section 31.1 of the Land Management Code;
- d) neither the execution and granting of this Lease nor the performance of its terms by the Lessor will result in the breach of or constitute a default under any provision of any instrument, document or agreement to which the Lessor is subject;
- e) the Lessor does not have any indebtedness to any Person which might now or hereafter constitute a lien, charge or encumbrance on the Lands or which would affect the Lessee's leasehold interest or its right to occupy, use and enjoy the Lands throughout the Term in accordance herewith;
- f) the Lessor has not received any notice of any intention of any Governmental Authority to prohibit or restrict the granting of this Lease;
- g) there is no action, proceeding or investigation pending or threatened (or any basis therefor known to the Lessor) which may affect the ability of the Lessor to beneficially own or lease the Lands, the title of the Lessor to the Lands or the validity or enforceability of this Lease; and

- h) a majority of the Persons comprising the Lessor entering into this Lease will be sufficient authority to legally bind all of the Persons comprising the Lessor with respect to the validity and enforceability of the terms and conditions of this Lease.

57.2 The Lessor further represents, warrant and covenants with the Lessee, and acknowledges that the Lessee is relying thereon, that the Band Council Resolution attached hereto as Schedule C is full and sufficient consent by the First Nation, through the First Nation Council, for any present or future:

- a) assignments, transfers, dispositions of this Lease;
- b) subleasing of the Lands or portion thereof; and
- c) subleasing of any Improvements constructed or to be constructed on this Land or any portion thereof.

57.3 The Lessor shall indemnify and save harmless the Lessee from and against any and all claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions and any and all costs arising in connection therewith suffered by the Lessee as a result of the representations and warranties in this Article 57 not being true and correct, or a result of a breach of the Lessor's covenants therein. The Lessor acknowledges and agrees that this Article 57 is a fundamental provision of this Lease and any breach thereof by the Lessor shall constitute a fundamental breach of this Lease causing irreparable harm to the Lessee and the Lessee may obtain injunctive relief, together with the use of any other rights and remedies -available to the Lessee in law and in equity, to protect its rights under and interest in this Lease.

57.4 The representations and warranties contained in Section 57.1 shall not merge with, but rather will survive, the execution and delivery of this Lease, for the Term.

58. PROHIBITION ON FACILITATING OR COOPERATING WITH REZONING

58.1 The Lessor shall not take any steps to apply to rezone, nor assist with any rezoning application in respect of the Lands without the prior written consent of the Lessee. For further clarity, the Lessor agrees to support the use of the Lands for the Permitted Use unless and until it receives written consent from the Lessee permitting the Lessor to facilitate or cooperative with a change thereof.

59. BAND COUNCIL RESOLUTION

59.1 Attached as Schedule C to this Lease is a certified copy of the Band Council Resolution of the First Nation providing the consent of the First Nation Council and/or approval of the members of the First Nation to this Lease for the purposes of permitting the registration of this Lease in the Atikameksheng Anishnawbek Lands Registry.

60. NO WAIVER

60.1 No condoning, excusing, or overlooking by the Lessor of any default of the Lease operates as a waiver of, or otherwise affects the rights of, the Lessor in respect of any continuing or subsequent default.

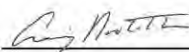
60.2 No waiver will be inferred from anything done or omitted to be done by the Lessor, but only from an express waiver in writing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of this 8th day of March 2021.

LESSOR:

ATIKAMEKSHENG ANISHNAWBK

By:  _____

Name: Craig Nootchtai

Title: Gimaa

LESSEE:

CHI-ZHIINGWAAK BUSINESS PARK INC.

By:  _____

Name: Arthur Petahtegoose

Title: Board Director

Schedule B: Permitted Encumbrances

Title to the Land may be subject to any and all of the following encumbrances:

None.

Schedule C: Band Council Resolution

 Indian and Northern Affairs Canada Affaires indiennes et du Nord Canada	Date of meeting - N° conseil 2001-2002-29 The meeting no. - N° de l'instance de conseil
--------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE

NOTE: The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
 NOTE: Les mots "des fonds de notre bande" "capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à faire en fonds de bande.

The council of the Le conseil de		Whitefish Lake First Nation No. 6		Cash free balance - Solde disponible
				Capital account Compte capital
Date of duly convened meeting Date de l'assemblée dûment convoquée		D. J. M. Y. Province		Revenue account Compte revenu
		11 28 01	Ontario	

DO HEREBY RESOLVE
 DÉCIDE, PAR LES PRÉSENTES:

We hereby grant approval for the Provisional Survey Plan of Business Park Block Outline (Lot 2001) Whitefish Lake First Nation and survey report, plan and field notes filed under SM8206-06156 Project 2000-14-145 Dorian's file 13368 as submitted by D. Matheson Ebel, O.L.S., C.I.S. from D.S. Dorland Limited. The survey plan is dated October 17, 2001. The block survey plan showing Lot 2001- consist of 26.6+- Acres or 65.7 +- Hectares of land. The survey was carried out to provide a legal description for a surrender (Designation) land purposes in order that the Business Park might be developed.

FIVE

Quorum _____

(Councillor - Conseiller) _____

(Councillor - Conseiller) _____

(Councillor - Conseiller) _____

(Councillor - Conseiller) _____

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE			
Expenditure - Dépense	Authority Under Act/Source Autorisée Article de la Loi sur les Indiens	Source of Funds/Source des Fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue/Revenu	Expenditure - Dépense
			Authority Under Act/Source Autorisée Article de la Loi sur les Indiens <input type="checkbox"/> Capital <input type="checkbox"/> Revenue/Revenu
Recommending officer - Recommandé par			Recommending officer - Recommandé par
Signature _____	Date _____	Signature _____	Date _____
Approving officer - Approuvé par		Approving officer - Approuvé par	
Signature _____	Date _____	Signature _____	Date _____

Canada

Schedule D: Royalties

Further to Section 2(d)(i)(E), the Royalty shall be determined as follows:

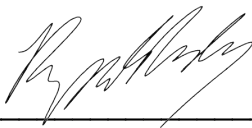
- (i) during the first five (5) years of the Term, being Lease Years 1 to 5, by multiplying \$0.0025 by the number of litres of gasoline or diesel sold from the Premises during the preceding calendar month;
- (ii) during the next five (5) Lease Years, being Years 6 to 10, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding 5 years;
- (iii) during the next five (5) Lease Years, being Years 11 to 15, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years;
- (iv) during the next five (5) Lease Years, being Years 16 to 20, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years.
- (v) during the next five (5) Lease Years, being Years 21 to 25, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding 5 years;
- (vi) during the next five (5) Lease Years, being Years 26 to 30, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years;
- (vii) during the next five (5) Lease Years, being Years 31 to 35, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years.

In no event may any Royalty, as so calculated, be less than zero.

Schedule F: Band Council Resolution

Schedule G: Redacted Lease Agreement

This is Exhibit "I"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Max.Starnino@paliareroland.com
Sent: Wednesday, October 18, 2023 3:39 PM
To: SahniR@bennettjones.com
Cc: GrayT@bennettjones.com; joseph.berger@paliareroland.com; mjilesen@litigate.com; jorkin@goldblattpartners.com
Subject: OTE LP--CCAA [IWOV-PRiManage.FID390548]

Raj,

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

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

Key Infotech's contact information is as follows:

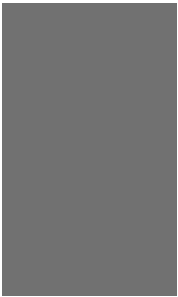
Jeff Lixie – President
Key Information Technologies
210 Highland Road Suite 100
Highland, MI 48357
Email – jlixie@keyinfotech.com
Tel# - 1-888-539-4630

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

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

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

Thank you,



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

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

This is Exhibit "J"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Max.Starnino@paliarerland.com
Sent: Wednesday, November 1, 2023 7:28 PM
To: SahniR@bennettjones.com
Cc: GrayT@bennettjones.com; mjilesen@litigate.com; jchen@litigate.com; joseph.berger@paliarerland.com; Catherine.Dunne@Paliarerland.com; jorkin@goldblattpartners.com; nshelsen@goldblattpartners.com; bkofman@ksvadvisory.com; pweinstein@ksvadvisory.com
Subject: OTE LP; CCAA [IWOV-PRiManage.FID390548]
Attachments: OTE LP; OTE LP--CCAA [IWOV-PRiManage.FID390548]; RE: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]; OTE - KSV Information Request (sent 10-27-23) .pdf; 2023-10-27 Questions Re Status of OTE LP Leases.pdf

Raj,

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

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

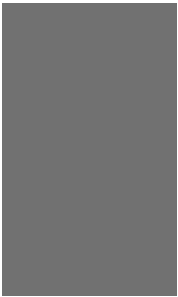
Without limiting the generality of the foregoing, I note that on October 12, 2023, I had asked for access to the claims register and proofs of claim filed. It is not clear to me why this information, which should be readily available, has not been provided, having regard to the growing body of jurisprudence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

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

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

We look forward to hearing from you.

Thank you,



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

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This is Exhibit "K"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.



Bennett Jones LLP

3400 One First Canadian Place, PO Box 130

Toronto, Ontario, Canada M5X 1A4

Tel: 416.863.1200 Fax: 416.863.1716

Raj S. Sahni

Partner

Direct Line: 416.777.4804

e-mail: sahnir@bennettjones.com

November 2, 2023

Via Email

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

Attention: Massimo Starnino and Joseph Berger

Dear Sirs,

Re: OTE Group Bid Process Information Requests

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

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

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

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

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

October 12th and 20th Emails

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

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

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

October 18th Email

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

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

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

October 27th Emails

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

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

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

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

Yours truly,

BENNETT JONES LLP



Raj Sahni

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

This is Exhibit "L"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
1. Listing of Creditors	To determine size of creditor pool.	X			X	X	Satisfied November 6, 2023
2. Copies of proofs of claims filed by the Ministry of Finance, Canada Revenue Agency, and any other material creditors	To determine validity of claims.	X			X	X	Satisfied November 6, 2023
3. Copies of the leases at each of the blending sites	Review leases to determine if they are assignable, can be terminated etc.	X		X			Not provided
4. List of assets by debtor entity, showing all assets that will be used by the Monitor for the purpose of benchmarking the proposed CCAA restructuring plan	To assess reasonableness of consideration being provided in the Plan.	X			X		Partially satisfied Partial list was provided, however some items were missing. As an example Bobcat loaders were not listed.
5. Confirmation that Monitor has taken steps to take control of and secure OTE LP's Bookworks accounting records	To determine the current financial condition of the business. To establish that there are continuous books and records that can be relied upon.		X				Not satisfied
6. Copy of the claims register	To determine the quantum of claims.			X			Satisfied November 6, 2023
7. Copy of Band Council Resolution for Blending Equipment Removal at Tyendinaga	To determine if Blending Equipment as associated machinery can be removed.			X	X		Not satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
8. Current Odometer Readings for all tractors	To determine value in bidding for trucking assets.			X	X		Satisfied
9. Current certification documents for all tankers	To determine value in bidding for trucking assets.			X	X		Satisfied
10. Transaction History from Bookworks with General Ledger and Income Statements	To determine the current financial condition of the business. To establish that there are continuous books and records that can be relied upon.			X			Not Satisfied
11. Copies of RBC bank statement for previous 18 months	To allow for bank account reconciliation and to determine the current financial condition of the business.			X			Not Satisfied
12. Copies of RBC loan and security documents, including the equipment listings and photos provided to RBC in connection with the loan	To be used to negotiate with secured lender to potentially satisfy their security interest.			X			Not Satisfied
13. Payroll support documents for the previous 18 months showing payroll by employee	To determine if there are any potential CRA issues that would place CRA ahead of all other Creditors			X			Not Satisfied
14. All email communications from Sandra Smoke and Scott Hill's OTE email for the previous two year (for the purpose of due diligence regarding unknown/off-book commitments)	To determine if there are any commitments or obligations to Creditors, First Nations entities or Counter-Parties that could follow to the successor entity.			X			Not Satisfied
15. Tank gas levels at all blending centers as documented by tank monitoring system	To determine if there is saleable product remaining. To ensure inground pumps remained submerged.			X			Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
16. Access to all rack systems to review loading information in the GVM system vs. the Invoicing system	To determine when Blending Equipment was last used to estimate the cost to bring the equipment back to useable.			X	X	X	Not Satisfied
17. List of all current and past customers with contact information from Bookworks	To determine potential sales volumes for acquiring party.			X			Not Satisfied
18. Copies of all emails to Canada Clean Fuels, Joseph Haulage, Harold Marcus Transport and Westcan Transport to verify load vs. payments and any contractual arrangements that may be in place from all OTE employees	To determine if any delivery partners have denied service or cancelled contracts of haulage.			X	X		Not Satisfied
19. Trial balances with grouping schedules that reconcile to the financial statements from July 2022 to the most current date the information is available (the "Review Period").	To determine the current financial condition of the business. To establish that there are continuous books and records that can be relied upon.				X	X	Not Satisfied
20. Monthly (or quarterly) internal financial statements for the Review Period.	To determine the current financial condition of the business. To establish that there are continuous books and records that can be relied upon.				X	X	Not Satisfied
21. The detailed general ledger in excel format, with a separate tab for each year or partial year for the Review Period (from Bookworks or other).	To determine the current financial condition of the business. To establish that there are continuous books and records that can be relied upon.				X	X	Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
22. Copies of bank statements with cancelled cheques during the Review Period.	To determine the current financial condition of the business. To establish that there are continuous books and records that can be relied upon.				X	X	Not Satisfied
23. Monthly revenue by customer (\$ and liters) by fuel type during the Review Period.	To determine potential sales volumes for acquiring party.				X	X	Not Satisfied
24. Monthly gross profit by customer (\$ and liters) by fuel type during the Review Period.	To determine potential sales and profits for acquiring party.				X		Not Satisfied
25. Monthly revenue by location (\$ and liters) by fuel type during the Review Period.	To determine potential sales volumes for acquiring party.				X	X	Not Satisfied
26. Monthly gross profit by location (\$ and liters) by fuel type during the Review Period.	To determine potential sales and profits for acquiring party.				X		Not Satisfied
27. Headcount analysis at each year and, and at a current date, including a breakdown of: a) Employees by location by job function. b) Head office/administrative employees.	To determine of any previous employees can be offered new positions and/or are required for the new entity.				X		Not Satisfied
28. Any contractual arrangements in place with OTE employees.	To determine of there are any liabilities not yet disclosed.				X	X	Not Satisfied
29. Details and supporting documentation showing payroll costs during the	To determine of any previous employees can be offered new				X	X	Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
Review Period identifying payroll by employee.	positions and/or are required for the new entity.						
30. For domestic purchases, monthly purchases by supplier (\$ and liters) by fuel type during the Review Period.	To determine potential sales and profits for acquiring party.				X	X	Not Satisfied
31. For imported purchases, monthly purchases by supplier (\$ and liters) by fuel type during the Review Period.	To determine potential sales and profits for acquiring party.				X	X	Not Satisfied
32. Monthly transportation costs by supplier. If available, provide details regarding liters transported during the Review Period.	To determine cost for delivery of products to be sold.				X		Not Satisfied
33. A breakdown of operating expenses by location during the Review Period.	To determine potential sales and profits for acquiring party.				X	X	Not Satisfied
34. Monthly inventory by fuel type for the Review Period (\$ and liters).	To determine if inventory can be adjusted to optimize returns to creditors.					X	
35. Current fuel inventory by fuel type (\$ and liters) at all blending centers as documented by tank monitoring system.	To determine if inventory can be adjusted to optimize returns to creditors.					X	
36. Current status of leases, loans and payments.	To determine if there is any contingent liability and or defaults in need of remedy.				X	X	Not Satisfied
37. List of outstanding US IRS and State of Michigan refunds yet to be received.	To determine the value of any outstanding refunds.				X	X	Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
38. Details regarding any other income tax or related tax authority claims.	To determine if there are any potential Tax issues that would place any Taxing Authority ahead of all other Creditors.				X	X	Not Satisfied
39. Lease document for the Six Nations facility.	To determine if a lease was in place for Six Nations and the details associated with the lease.				X	X	Not Satisfied
40. Status of Rail Car Leases with Tidewater Midstream, Wells Fargo Rail, and AITX.	To determine if there is any contingent liability and or defaults in need of remedy.				X	X	Not Satisfied
Re: lease with Chi-Zhiingwaak Business Park (on the reserve of Atikameksheng Anishnawbek)							
41. What is the current state of affairs with respect to the premises occupied pursuant to this lease? What equipment items (whether potentially characterized as chattels or fixtures) remain on the premises? What, if any, equipment items have been removed? If equipment items were removed from the premises by OTE LP, please advise when they were removed, where they are currently located and what if any discussions or correspondence has occurred between OTE LP, the Landlord and/or the Monitor regarding this equipment and its removal.	Review leases to determine if they are assignable, can be terminated etc.				X		Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
42. Please confirm that OTE has paid all rent owing under the lease (including any amounts owing as Basic Rent, Additional Rent or Royalty as defined in the lease). In the event that any amounts owing as rent under the terms of the lease are outstanding, please advise of the nature and amount of the arrears.	Review leases to determine if they are assignable, can be terminated etc.				X	X	Not Satisfied
43. Has OTE LP received any written notice of default from the Landlord? If so, please provide a copy of the written notice of default.	Review leases to determine if they are in force, assignable or can be terminated etc.				X	X	Not Satisfied
44. Has OTE LP received any written notice of default alleging a failure to perform an obligation under the lease? If so, did OTE cure and/or attempt to cure the default within 30 days? If so, please provide a copy of the written notice of default, and any correspondence between OTE and the Landlord regarding the alleged default and its curing.	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
45. Have the premises become vacant or remained unoccupied for a period of 30 days, within the meaning	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
of section 11(a)(iv)(A) of the lease? If so, what was the date of the 30th day?							
46. Have the premises been not open for business on more than 30 days in any 12-month period or on any 12 consecutive business days, within the meaning of section 11(a)(iv)(B)? If so, what was the date of the 30th day?	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
47. Were the premises used by any other person(s) or for any other purpose than as provided for in the Lease, without the written consent of the Landlord, within the meaning of section 11(a)(iv)(B)?	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
48. Has the Landlord alleged that the lease has been terminated? If so, when did the Landlord allege that the lease had been terminated and for what reason? Please provide copies of any relevant correspondence between OTE and the Landlord regarding termination of the lease.	Review leases to determine if they are in force, assignable or can be terminated etc.				X	X	Not Satisfied
49. With reference to section 11 of the lease, is OTE LP and/or the Monitor aware of	Review leases to determine if they are in force, assignable or can be terminated etc.					X	Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
any assertion on the part of the Landlord that the lease has been terminated? With reference to section 11 of the lease, is OTE LP and/or the Monitor aware of any basis upon which the Landlord might reasonably assert that the lease has been terminated? Please provide copies of any relevant responsive records and/or relevant details.							
50. Has the Landlord asserted that it is exercising its right to re-enter the Premises under the terms of the lease? If so, when?	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
51. Has the Landlord precluded OTE LP from entering the premises? If so, when?	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
52. Has the Landlord distrained or attempted to distraint any items on the premises? If so, please provide details.	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
53. Has the Landlord expressed a position regarding the ownership of chattels, fixtures and/or trade fixtures? If so, please provide any relevant correspondence between OTE, the Landlord and/or the Monitor regarding the	Review leases to determine if they are in force, assignable or can be terminated etc.				X	X	Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
ownership of chattels, fixtures and/or trade fixtures.							
54. Please provide copies of any correspondence between OTE, the Landlord and/or the Monitor relating to any of the above questions, including regarding the status of the lease and the parties' rights in the premises and the equipment located on the premises.	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
Re: lease with Tom Maracle (on the reserve of the Mohawks of the Bay of Quinte):							
55. What is the current state of affairs with respect to the premises occupied pursuant to this lease? What equipment items (whether potentially characterized as chattels or fixtures) remain on the premises? What, if any, equipment items have been removed? If equipment items were removed from the premises by OTE LP, please advise when they were removed, where they are currently located and what if any discussions or correspondence has occurred between OTE LP, the Landlord and/or the Monitor regarding this equipment and its removal.	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied

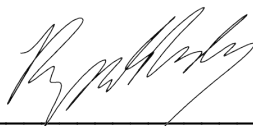
Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
56. Please provide a list of all equipment items located on this site that are subject to security on the part of RBC.	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
57. In reference to section 5.1 of the lease, please provide a list of all equipment items located on this site that constitute "trade equipment" that was financed by a lender or owned by an equipment rental company, and that were not already identified in response to question 1.	Review leases to determine if they are in force, assignable or can be terminated and if equipment can be removed.				X		Not Satisfied
58. Please confirm that OTE has paid all rent owing under the lease. In the event that any amounts owing as rent under the terms of the lease are outstanding, please advise of the nature and amount of the arrears.	Review leases to determine if they are in force, assignable or can be terminated etc.				X	X	Not Satisfied
59. Has OTE LP received a written notice of default from the Landlord? If so, please provide a copy of the written notice of default.	Review leases to determine if they are in force, assignable or can be terminated etc.				X	X	Not Satisfied
60. Has OTE LP received any written notice of default regarding its failure to perform an obligation under the lease? If so, did OTE cure and/or attempt to cure the default within 14 days? If	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
so, please provide a copy of the written notice of default, and any correspondence between OTE and the Landlord regarding the alleged default and its curing.							
61. Has OTE LP attempted to sell or dispose of any items on site, or sold or disposed of any items on site? If so, what was the value of the items sold or disposed of, and when did such sale or disposal occur?	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
62. Has the Landlord alleged that the lease had been terminated? If so, when did the Landlord allege that the lease had been terminated, and for what reason? Please provide copies of any relevant correspondence between OTE and the Landlord regarding termination of the lease.	Review leases to determine if they are in force, assignable or can be terminated etc.				X	X	Not Satisfied
63. Is OTE LP and/or the Monitor aware of any assertion on the part of the Landlord that the lease has been terminated? Is OTE LP and/or the Monitor aware of any basis upon which the Landlord might reasonably	Review leases to determine if they are in force, assignable or can be terminated etc.					X	Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
assert that the lease has been terminated? Please provide copies of any relevant responsive records and/or relevant details.							
64. Has the Landlord asserted that it is exercising its right to re-enter the Premises under the terms of the lease? If so, when?	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
65. Has the Landlord precluded OTE LP from entering the premises? If so, when?	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
66. Has the Landlord distrained or attempted to distrain any items on the premises? If so, please provide details.	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied
67. Has the Landlord expressed a position regarding the ownership of chattels, fixtures and/or trade fixtures? If so, please provide any relevant correspondence between OTE, the Landlord and/or the Monitor regarding the ownership of chattels, fixtures and/or trade fixtures.	Review leases to determine if they are in force, assignable or can be terminated or if equipment can be removed etc.				X	X	Not Satisfied
68. Please provide copies of any correspondence between OTE, the Landlord and/or the Monitor relating to any of the above questions, including regarding the	Review leases to determine if they are in force, assignable or can be terminated etc.				X		Not Satisfied

Information Requested	Reason for Request (relevance)	October 12, 2023	October 18, 2023	October 20, 2023	October 27, 2023	November 6, 2023	Request Status
status of the lease and the parties' rights in the premises and the equipment located on the premises.							

This is Exhibit "M"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

> On Oct 12, 2023, at 1:23 PM, Max Starnino <Max.Starnino@paliareroland.com> wrote:

>

> Raj,

>

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

>

> KSV will provide a more comprehensive information request in due

> course, but I would like to see, as soon as possible,

>

> (a) a listing of creditors;

> (b) at least for MOF and CRA and any other material creditors, access

> to copies of the proofs of claim that have been filed;

> (c) copies of the leases at each of the blending sites; and,

> (d) a list of assets by debtor entity, showing all assets that will be used by the Monitor for the purpose of benchmarking the proposal that we hope to present.

>

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

>

> Thank you,

>

> Massimo (Max) Starnino

> Paliare Roland Rosenberg Rothstein LLP

> 155 Wellington Street West, 35th Floor Toronto, Ontario M5V 3H1

>

> T: 416.646.7431

> C: 416.559.6834

> Sent from my iPhone

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This is Exhibit "N"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Raj Sahni <SahniR@bennettjones.com>
Sent: Friday, October 13, 2023 4:18 PM
To: Max Starnino
Cc: bkofman@ksvadisory.com; pweinstein@ksvadisory.com; mjilesen@litigate.com; jorkin@goldblattpartners.com; Joseph Berger; Paul van Eyk (pvaneyk@kpmg.ca); Lau, Duncan
Subject: RE: OTE LP

Hi Max,

The Monitor will launch the bid process on Monday as per the Amended Bid Process approved by the Court. We will have an NDA ready to be distributed to any interested parties on Monday.

Thanks

Raj Sahni
Partner*, Bennett Jones LLP

* Denotes Professional Corporation

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4 T. 416 777 4804 | F. 416 863 1716 | M. 416 618 4804 E. sahnir@bennettjones.com

<https://www.bennettjones.com>

> On Oct 12, 2023, at 1:23 PM, Max Starnino <Max.Starnino@paliareroland.com> wrote:
>
> Raj,
>
> Further to the motion today and our discussions to date, please provide us with a copy of the NDA that you are looking for and let us know when we can get access to the data room.
>
> KSV will provide a more comprehensive information request in due
> course, but I would like to see, as soon as possible,
>
> (a) a listing of creditors;
> (b) at least for MOF and CRA and any other material creditors, access
> to copies of the proofs of claim that have been filed;
> (c) copies of the leases at each of the blending sites; and,
> (d) a list of assets by debtor entity, showing all assets that will be used by the Monitor for the purpose of benchmarking the proposal that we hope to present.
>
> We would also like to schedule an initial meeting with representatives of MOF and CRA as soon as possible so that we can better understand their claim, and explain to them what we are intending.
>
> Thank you,
>
> Massimo (Max) Starnino
> Paliare Roland Rosenberg Rothstein LLP
> 155 Wellington Street West, 35th Floor Toronto, Ontario M5V 3H1
>
> T: 416.646.7431
> C: 416.559.6834
> Sent from my iPhone

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This is Exhibit "O"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Joseph Berger
Sent: Friday, October 20, 2023 2:48 PM
To: Max Starnino; Raj Sahni; Thomas Gray
Cc: jorkin@goldblattpartners.com; mjilesen@litigate.com
Subject: RE: OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]
Attachments: 2023-10-20 OTE Bid Process - Draft Non-Disclosure Agreement.pdf

Dear Raj and Thomas,

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

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

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

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

1. Copy of the claims register
2. Copy of the proofs of claim filed in the estate
3. Copy of Band Council Resolution for Blending Equipment Removal at Tyendingaga
4. Copies of lease documents for each of the blending sites
5. Current Odometer Readings for all tractors
6. Current certification docs for all tankers
7. Transaction History from Bookworks with General Ledger and Income Statements
8. Copies of RBC bank statements for the past 18 months
9. Copies of the RBC loan and security documents, including the equipment listings and photos provided to RBC in connection with the loan
10. Payroll support documents for the past 18 months showing payroll by employee
11. All email communications from Sandra Smoke and Scott Hill's OTE email for the past two years (for the purpose of due diligence regarding unknown/off-book commitments)
12. Tank gas levels at all blending centers as documented by tank monitoring system
13. Access to all rack systems to review loading information in the GVM system vs the Invoicing system
14. List of all current and past customers with contact information from Bookworks

15. Copies of all emails to Canada Clean Fuels, Joseph Haulage, Harold Marcus Transport and Westcan Transport to verify loads vs payments and any contractual arrangements that may be in place from all OTE employees.

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

Thank you,



Paliare Roland

Joseph Berger
Associate

Phone: 416.646.6351

Email: joseph.berger@paliareroland.com

155 Wellington St. West, 35th Floor

Toronto, ON M5V 3H1

paliareroland.com

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

Sent: Friday, October 20, 2023 10:13 AM

To: Raj Sahni <SahniR@bennettjones.com>; Thomas Gray <GrayT@bennettjones.com>

Cc: jorkin@goldblattpartners.com; mjilesen@litigate.com; Joseph Berger <joseph.berger@paliareroland.com>

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

Raj/Thomas,

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

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

M.

This is Exhibit "P"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

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

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

Information Requested For The Companies:

A) Financial Information:

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

B) Sales, Costs, and Key Performance Indicators

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

C) Employees

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

D) Purchases

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

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

E) Inventory

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

F) Capital assets

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

G) Tax

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

H) Other:

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

This is Exhibit "Q"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023




Commissioner for Taking Affidavits, etc.

From: Max.Starnino@paliareroland.com
Sent: Friday, October 27, 2023 12:25 PM
To: SahniR@bennettjones.com; GrayT@bennettjones.com
Cc: joseph.berger@paliareroland.com; Catherine.Dunne@Paliareroland.com;
jorkin@goldblattpartners.com; nshelsen@goldblattpartners.com; mjilesen@litigate.com;
jchen@litigate.com; bkofman@ksvadvisory.com; pweinstein@ksvadvisory.com
Subject: 2023-10-26 Revised Questions for Monitor re termination of leases [IWOV-
PRiManage.FID390548]
Attachments: 2023-10-27 Questions Re Status of OTE LP Leases.pdf

Raj/Thomas.

Please find attached a series of due diligence questions for the Monitor in respect of the status of the blending site leases. I presume that, in due course, you will want to put answers to these questions in the data room, but we would be pleased to start by reviewing these questions with you and your client orally if that would be more expedient.

Thank you,



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

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PRIVILEGED & CONFIDENTIAL
OTE USA LLC, GEN7 FUEL LP and 2745384 ONTARIO INC.
DUE DILIGENCE QUESTIONS RE: STATUS OF BLENDING SITE LEASES
OCTOBER 27, 2023

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

1. What is the current state of affairs with respect to the premises occupied pursuant to this lease? What equipment items (whether potentially characterized as chattels or fixtures) remain on the premises? What, if any, equipment items have been removed? If equipment items were removed from the premises by OTE LP, please advise when they were removed, where they are currently located and what if any discussions or correspondence has occurred between OTE LP, the Landlord and/or the Monitor regarding this equipment and its removal.
2. Please confirm that OTE has paid all rent owing under the lease (including any amounts owing as Basic Rent, Additional Rent or Royalty as defined in the lease). In the event that any amounts owing as rent under the terms of the lease are outstanding, please advise of the nature and amount of the arrears.
3. Has OTE LP received any written notice of default from the Landlord? If so, please provide a copy of the written notice of default.
4. Has OTE LP received any written notice of default alleging a failure to perform an obligation under the lease? If so, did OTE cure and/or attempt to cure the default within 30 days? If so, please provide a copy of the written notice of default, and any correspondence between OTE and the Landlord regarding the alleged default and its curing.
5. Have the premises become vacant or remained unoccupied for a period of 30 days, within the meaning of section 11(a)(iv)(A) of the lease? If so, what was the date of the 30th day?
6. Have the premises been not open for business on more than 30 days in any 12-month period or on any 12 consecutive business days, within the meaning of section 11(a)(iv)(B)? If so, what was the date of the 30th day?
7. Were the premises used by any other person(s) or for any other purpose than as provided for in the Lease, without the written consent of the Landlord, within the meaning of section 11(a)(iv)(B)?
8. Has the Landlord alleged that the lease has been terminated? If so, when did the Landlord allege that the lease had been terminated and for what reason? Please provide copies of any relevant correspondence between OTE and the Landlord regarding termination of the lease.
9. Has the Landlord asserted that it is exercising its right to re-enter the Premises under the terms of the lease? If so, when?
10. Has the Landlord precluded OTE LP from entering the premises? If so, when?

PRIVILEGED & CONFIDENTIAL**OTE USA LLC, GEN7 FUEL LP and 2745384 ONTARIO INC.****DUE DILIGENCE QUESTIONS RE: STATUS OF BLENDING SITE LEASES****OCTOBER 27, 2023**

11. Has the Landlord distrained or attempted to distrain any items on the premises? If so, please provide details.
12. Has the Landlord expressed a position regarding the ownership of chattels, fixtures and/or trade fixtures? If so, please provide any relevant correspondence between OTE, the Landlord and/or the Monitor regarding the ownership of chattels, fixtures and/or trade fixtures.
13. Please provide copies of any correspondence between OTE, the Landlord and/or the Monitor relating to any of the above questions, including regarding the status of the lease and the parties' rights in the premises and the equipment located on the premises.

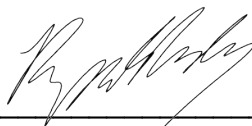
RE lease with Tom Maracle (on the reserve of the Mohawks of the Bay of Quinte):

1. What is the current state of affairs with respect to the premises occupied pursuant to this lease? What equipment items (whether potentially characterized as chattels or fixtures) remain on the premises? What, if any, equipment items have been removed? If equipment items were removed from the premises by OTE LP, please advise when they were removed, where they are currently located and what if any discussions or correspondence has occurred between OTE LP, the Landlord and/or the Monitor regarding this equipment and its removal.
2. Please provide a list of all equipment items located on this site that are subject to security on the part of RBC.
3. In reference to section 5.1 of the lease, please provide a list of all equipment items located on this site that constitute "trade equipment" that was financed by a lender or owned by an equipment rental company, and that were not already identified in response to question 1.
4. Please confirm that OTE has paid all rent owing under the lease. In the event that any amounts owing as rent under the terms of the lease are outstanding, please advise of the nature and amount of the arrears.
5. Has OTE LP received a written notice of default from the Landlord? If so, please provide a copy of the written notice of default.
6. Has OTE LP received any written notice of default regarding its failure to perform an obligation under the lease? If so, did OTE cure and/or attempt to cure the default within 14 days? If so, please provide a copy of the written notice of default, and any correspondence between OTE and the Landlord regarding the alleged default and its curing.
7. Has OTE LP attempted to sell or dispose of any items on site, or sold or disposed of any items on site? If so, what was the value of the items sold or disposed of, and when did such sale or disposal occur?

PRIVILEGED & CONFIDENTIAL**OTE USA LLC, GEN7 FUEL LP and 2745384 ONTARIO INC.****DUE DILIGENCE QUESTIONS RE: STATUS OF BLENDING SITE LEASES****OCTOBER 27, 2023**

8. Has the Landlord alleged that the lease had been terminated? If so, when did the Landlord allege that the lease had been terminated, and for what reason? Please provide copies of any relevant correspondence between OTE and the Landlord regarding termination of the lease.
9. Has the Landlord asserted that it is exercising its right to re-enter the Premises under the terms of the lease? If so, when?
10. Has the Landlord precluded OTE LP from entering the premises? If so, when?
11. Has the Landlord distrained or attempted to distrain any items on the premises?
12. Has the Landlord expressed a position regarding the ownership of chattels, fixtures and/or trade fixtures? If so, please provide any relevant correspondence between OTE, the Landlord and/or the Monitor regarding the ownership of chattels, fixtures and/or trade fixtures.
13. Please provide copies of any correspondence between OTE, the Landlord and/or the Monitor relating to any of the above questions, including regarding the status of the lease and the parties' rights in the premises and the equipment located on the premises.

This is Exhibit "R"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.

From: Max Starnino
Sent: Wednesday, November 1, 2023 7:28 PM
To: sahnir@bennettjones.com
Cc: Thomas Gray; mjilesen@litigate.com; Jonathan Chen; Joseph Berger; Catherine Dunne; Jessica Orkin; Natai Shelsen; bkofman@ksvadvisory.com; Peter Weinstein
Subject: OTE LP; CCAA [IWOV-PRiManage.FID390548]
Attachments: OTE LP; OTE LP--CCAA [IWOV-PRiManage.FID390548]; OTE Bid Process - Non-Disclosure Agreement - Draft 2023.10.17 (002) (002).DOCX [IWOV-PRiManage.FID390548]; OTE - KSV Information Request (sent 10-27-23) .pdf; 2023-10-27 Questions Re Status of OTE LP Leases.pdf

Raj,

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

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

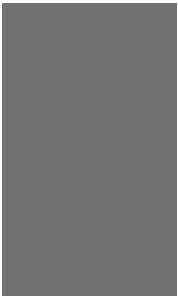
Without limiting the generality of the foregoing, I note that on October 12, 2023, I had asked for access to the claims register and proofs of claim filed. It is not clear to me why this information, which should be readily available, has not been provided, having regard to the growing body of jurisprudence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

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

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

We look forward to hearing from you.

Thank you,



Massimo (Max) Starnino
Partner
Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West
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This is Exhibit "S"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.



Bennett Jones LLP

3400 One First Canadian Place, PO Box 130

Toronto, Ontario, Canada M5X 1A4

Tel: 416.863.1200 Fax: 416.863.1716

Raj S. Sahni

Partner

Direct Line: 416.777.4804

e-mail: sahnir@bennettjones.com

November 2, 2023

Via Email

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

155 Wellington Street West, 35th Floor

Toronto, ON M5V 3H1

Attention: Massimo Starnino and Joseph Berger

Dear Sirs,

Re: OTE Group Bid Process Information Requests

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

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

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

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

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

October 12th and 20th Emails

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

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

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

October 18th Email

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

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

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

October 27th Emails

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

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

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

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

Yours truly,

BENNETT JONES LLP



Raj Sahni

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

This is Exhibit "T"
in the Affidavit of Brian Page
sworn the 29th day of November, 2023




Commissioner for Taking Affidavits, etc.

From: Max.Starnino@paliareroland.com
Sent: Friday, November 3, 2023 5:40 PM
To: SahniR@bennettjones.com; GrayT@bennettjones.com
Cc: pweinstein@ksvadvisory.com; brian.page@otefuel.com
Subject: OTE LP; Inspection of Proofs of Claim [IWOV-PRiManage.FID390548]

Raj/Thomas,

Peter Weinstein (KSV) and Brian Page propose to attend at your offices to inspect the OTE LP proofs of claim on Monday, November 6, 2023, at 11:00 a.m. Please confirm that is satisfactory.

Thank you,



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

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in the Affidavit of Brian Page
sworn the 29th day of November, 2023



Commissioner for Taking Affidavits, etc.