

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (B.C.) CORP.**

SUPPLEMENTAL MOTION RECORD
(returnable July 4, 2023)

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capacity as Interim Receiver**

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

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
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**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
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INDEX

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

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (B.C.) CORP.**

INDEX

TAB

DOCUMENT

- 1 Amended Notice of Motion returnable July 4, 2023
- 2 Supplemental First Report of the Interim Receiver dated June 29, 2023

APPENDICES

- A Consulting Agreement
 - B Tom Ulry CV
-
- 3 Draft Order

TAB 1

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

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (B.C.) CORP.**

AMENDED NOTICE OF MOTION

KSV RESTRUCTURING INC., in its capacity as interim receiver (in such capacity, the “**Interim Receiver**”), without security, of all of the assets, undertakings and properties (the “**Property**”) of Planet Energy (Ontario) Corp. (“**PEONT**”) and Planet Energy (B.C.) Corp. (“**PEBC**”, and together with PEONT, “**Planet Energy**”), will make a motion before a Judge of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”), on Tuesday, July 4, 2023 at 9:00 a.m. or as soon after that time as the motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard via video conference.

THE MOTION IS FOR:

1. ~~an~~ Orders substantially in the form attached at Tab 3 of the Motion Record and Tab 3 of the Supplemental Motion Record, among other things:
 - (a) abridging and validating the time for service of the Notice of Motion, Amended Notice of Motion, ~~and~~ the Motion Record and the Supplemental Motion Record

so that the motion is properly returnable on July 4, 2023 and dispensing with further service thereof;

- (b) extending the time within which PEONT is to file a proposal with the Official Receiver under Section 62(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), to August 18, 2023;
- (c) declaring that PEONT meets the criteria under Section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-22 (“**WEPPR**”), such that certain former employees of PEONT are entitled to receive payments under the *Wage Earner Protection Program Act* (Canada), S.C. 2005, c. 47 (“**WEPPA**”);
- (d) approving the terms and conditions of a sale process for the sale of the Property (the “**Sale Process**”);
- (e) approving the Interim Receiver’s engagement of Thomas L. Ulry as a consultant (in such capacity, the “**Consultant**”) and granting Mr. Ulry certain Court-ordered protections in carrying out his role as Consultant;
- (f) approving the key employee retention plan (“**KERP**”) offered by the Interim Receiver to certain employees of PEONT (the “**KERP Employees**”);
- (g) approving a charge over the Property in favour of the KERP Employees in the amount of \$100,000 to secure the maximum amount payable under the KERP;

- (h) sealing Confidential Appendix “1” to the First Report of the Interim Receiver dated June 27, 2023 (the “**First Report**”) until further Order of this Court or the discharge of the Interim Receiver;
- (i) approving the First Report and the activities of the Interim Receiver set out therein; and
- (j) such further and other relief as counsel may advise and this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

- 2. PEONT is a natural gas and electricity retailer that offers fixed-price electricity and gas supply contracts to retail and commercial customers in Canada, primarily in Ontario;
- 3. PEBC does not carry on active business operations;
- 4. on May 11, 2023, PEONT and PEBC each filed a Notice of Intention to Make a Proposal (the “**NOIs**”) pursuant to Section 50.4(1) of the BIA and Richter Inc. was appointed as proposal trustee (the “**Proposal Trustee**”) under each NOI;
- 5. pursuant to the Order of the Honourable Madam Justice Steele dated June 8, 2023, the Interim Receiver was appointed under Section 47.1 of the BIA further to a motion brought by All Communications Network of Canada, Co. (“**ACN**”) Planet Energy’s largest unsecured creditor, by far;

6. on that same date, an extension of the time for Planet Energy to file a proposal with the Official Receiver up to and including July 4, 2023 was granted pursuant to a separate Order of the Honourable Madam Justice Steele;

Sale Process Approval

7. the Interim Receiver is currently considering whether the costs associated with conducting the Sale Process are justifiable in the circumstances, however, in order to reduce professional costs resulting from an additional motion seeking the Court's approval of the Sale Process and to advance these proceedings without delay, the Interim Receiver is seeking the Court's approval of the Sale Process at the return of the within motion;
8. if the Interim Receiver ultimately determines that the costs incurred in conducting the Sale Process are justifiable, the Sale Process terms and conditions contemplate that the Interim Receiver will file a Sale Process Certificate with the Court and serve it on the service list in these proceedings as well as the NOI proceedings, at which point the Sale Process shall be commenced;
9. the terms and conditions of the Sale Process provide sufficient time to adequately canvas the market of potential purchasers and to allow potential purchasers to conduct the necessary due diligence before deciding whether to submit a bid in the Sale Process;

Extension of Time to File a Proposal

10. PEONT is also seeking an extension of the deadline for it to file a proposal with the Official Receiver until August 18, 2023;

11. PEONT would likely be able to make a viable proposal if the extension is granted;
12. none of PEONT's creditors will be materially prejudiced if the extension is granted;
13. an extension of the deadline to file a proposal with the Official Receiver is not being sought by PEBC and, as such, upon the passage of the current deadline of July 4, 2023, PEBC will be deemed to have made an assignment in bankruptcy;

WEPPA

14. in the six months preceding the NOI filing, the Interim Receiver understands that there were a small number of PEONT employees whose employment was terminated;
15. while the former employees have been or will be paid their full wages and vacation pay, they will not be paid any termination or severance pay;
16. a declaration that PEONT meets the criteria under the WEPPA regulations and that the former employees are entitled to receive payments under WEPPA will assist them in filing WEPPA claims for unpaid termination and severance pay;
17. the Court has the discretion under Section 5(5) of WEPPA and Section 3.2 of WEPPR, in proceedings under Division I of Part III of the BIA, to order that a former employer meets the criteria prescribed by the regulation where all of the employees located in Canada of the former employer have been terminated, other than any retained to wind down its business operations;
18. it is the Interim Receiver's view that it is appropriate for the Court to make the declaration as those PEONT employees that are not transferred to a potential purchaser

(if any) will have either assisted with the transition of PEONT's business to a purchaser or the wind-down of the business and the declaration will enable terminated employees to access their statutory entitlements with respect to unpaid termination and severance pay;

Consultant Engagement

19. the Receiver reached out to ACN following its appointment to request Mr. Ulry's engagement as a consultant with respect to Planet Energy's business and, in particular, strategies for maximizing realizations in respect of Planet Energy's property and business;
20. Mr. Ulry is currently an executive with ACN, serving in the capacity as CEO of ACN's European affiliate. Mr. Ulry has extensive experience in the electricity retail and gas marketing industries in North America, Asia and Europe;
21. pursuant to a consulting agreement dated June 20, 2023 (the "Consulting Agreement"), the Consultant's principal responsibilities include, among other things, reviewing and assessing Planet Energy's daily operations, its future business prospects and general viability and the current and ongoing status of its regulatory compliance;
22. the Consulting Agreement provides that except as specifically directed by the Interim Receiver, the Consultant shall not assume any decision-making or other management responsibilities in connection with Planet Energy's business affairs and will not have the authority to bind the Interim Receiver;
23. subsequent to executing the Consultant Agreement, Mr. Ulry expressed concern regarding his possible exposure to regulators, creditors and shareholders, concerns which

are understandable given the highly regulated nature of Planet Energy's business and the litigation history between ACN and Planet Energy;

24. the Receiver is of the view that Mr. Ulry's concerns are understandable in these circumstances and that his input would be highly valuable to the Interim Receiver in fulfilling its mandate and, as such, the Receiver believes the requested Court-ordered protections should be granted;

KERP Approval

25. in order for PEONT to advance these proceedings to maximize recoveries for creditors in the circumstances, the Interim Receiver has identified the KERP Employees whose continued involvement and assistance is critical;
26. the KERP is necessary to reduce the risk that these key employees will seek alternative employment during these proceedings;
27. the KERP Charge will secure the maximum amount of \$100,000 payable to the KERP Employees under the terms of the KERP;
28. a sealing order is necessary and appropriate, in accordance with the decision in *Sherman Estate*, as the unredacted copy of the KERP attached as Confidential Appendix "1" to the First Report contains certain personal and financial information for the KERP Employees;
29. Section 50.4(9) of the BIA;

30. Rules 1.04, 2.01, 2.03, 3.02, 14.05, 16, 38 and 40.01 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
31. such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

- (a) the Second Report of the Proposal Trustee, to be filed;
- (b) the First Report;
- (c) the Supplemental First Report of the Interim Received dated June 29, 2023; and
- (d) such further and other materials as counsel may advise and this Honourable Court may permit.

June ~~28~~ 27, 2023

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capacity as Interim Receiver**

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF PLANET ENERGY (B.C.) CORP.**

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

PROCEEDINGS COMMENCED AT TORONTO

AMENDED NOTICE OF MOTION
(returnable July 4, 2023)

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Lawyers for KSV Restructuring Inc., in its capacity as Interim
Receiver

TAB 2



**Supplemental First Report to Court of
KSV Restructuring Inc. as
Interim Receiver of
Planet Energy (Ontario) Corp. and
Planet Energy (B.C). Corp.**

June 29, 2023

Contents **Page**

1.0 Introduction..... 1

2.0 Background 1

3.0 Conclusion and Recommendation 3

Appendices **Tab**

Consulting Agreement A

Tom Ury CV B



COURT FILE NO.: 31-2943175 AND 31-2943168

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
COMMERCIAL LIST

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
PLANET ENERGY (ONTARIO) CORP. AND PLANET ENERGY (B.C.) CORP.

IN THE MATTER OF THE INTERIM RECEIVERSHIP OF PLANET ENERGY (ONTARIO)
CORP. AND PLANET ENERGY (B.C.) CORP.

SUPPLEMENTAL FIRST REPORT OF KSV RESTRUCTURING INC.
AS INTERIM RECEIVER OF
PLANET ENERGY (ONTARIO) CORP. AND PLANET ENERGY (B.C.) CORP.

JUNE 29, 2023

1.0 Introduction

1. This report (the “**Supplemental Report**”) supplements the Interim Receiver’s First Report to Court dated June 27, 2023 (the “**First Report**”).
2. Capitalized terms not otherwise defined in this Supplemental Report have the meanings ascribed to them in the First Report. This Supplemental Report is subject to the restrictions and qualifications in the First Report.
3. The purpose of this Supplemental Report is to provide the Court with the Interim Receiver’s recommendations regarding the Interim Receiver’s request, set out in the Interim Receiver’s Amended Notice of Motion dated June 28, 2023, that the Interim Receiver’s engagement of Mr. Thomas L. Ulry (“**Mr. Ulry**”) as a consultant to the Interim Receiver (in that capacity, the “**Consultant**”) be approved by the Court and that Mr. Ulry be granted certain Court-ordered protections in carrying out his role as Consultant in accordance with the draft Order included at tab 3 of the Interim Receiver’s supplemental motion record.

2.0 Background

1. Mr. Ulry is an executive of ACN currently serving in the capacity of interim CEO of ACN’s European affiliate, responsible for the day-to-day operations of the European business unit. Between August of 2008 and March of 2011, Mr. Ulry was an Executive Vice-President of Business Development for ACN in North America.
2. Mr. Ulry has extensive hands-on executive level experience in the electricity retail and gas marketing industries in North America, Asia and Europe. Attached as **Appendix “B”** is a summary of Mr. Ulry’s work experience.

3. Given (i) the specialized and highly regulated nature of PEON's electricity retailing and gas marketing business (the "**Business**"), (ii) Mr. Ulry's deep industry experience, and (iii) the fact that ACN is the largest unsecured creditor of Planet Energy, the Interim Receiver reached out to ACN to request that Mr. Ulry agree to be engaged by the Interim Receiver as a consultant in respect of the Business, and in particular, strategies for maximizing realizations for the benefit of creditors from the Property and Business.
4. As a result of those discussions, the Interim Receiver and Mr. Ulry entered into a Consulting Agreement dated June 20, 2023, a copy of which is attached as **Appendix "A"**, (the "**Consulting Agreement**"), in accordance with the Interim Receiver's powers under subsection 3(c) of the IR Order.
5. The Consultant's principal responsibilities under the Consulting Agreement include reviewing and assessing:
 - a) the daily operations of the Business;
 - b) the future business prospects and general viability of the Business;
 - c) the current and ongoing status of regulatory compliance of the Business; and
 - d) providing such other services as agreed with the Interim Receiver.
6. The Consulting Agreement provides that except as specifically directed by the Interim Receiver, the Consultant shall not assume any decision-making or other management responsibilities in connection with the affairs of Planet Energy and will not have the ability to bind the Interim Receiver.
7. Given that Mr. Ulry is an employee of ACN, Planet Energy's largest creditor, he is not charging or receiving any compensation from the Interim Receiver or Planet Energy in respect of his role as Consultant.
8. The Consulting Agreement provides that the Consultant's engagement specifically does not include any matters relating to a sale process for the Property or Business ("**SISP**"), including without limitation, meeting, communicating or providing information to prospective bidders (other than ACN), and will be excluded in all respects from having knowledge of any other bidders participating in the SISP.
9. Since the date of execution of the Consulting Agreement, ACN has confirmed to the Interim Receiver that in the event that a SISP is conducted by the Interim Receiver, ACN will not be participating as a bidder in the SISP.
10. Since his execution of the Consulting Agreement and commencing his mandate as Consultant, Mr. Ulry has expressed his concerns to the Interim Receiver regarding his personal exposure to creditors, regulators, shareholders and under statute as a result of his activities as Consultant.
11. The Interim Receiver considers Mr Ulry's concerns to be reasonable and understandable given the highly regulated nature of PEONT's Business and the history of the litigation between ACN and Planet Energy in particular.

12. The Interim Receiver is of the view that the Consultant's input will be highly valuable to the Interim Receiver in assisting the Interim Receiver in the conduct of a Sale Process or orderly wind-down of the Planet Energy Business and Property, with a view to maximizing recoveries for Planet Energy's creditors. Mr. Ulry will also assist the Interim Receiver working with prospective purchasers in the Sale Process.

3.0 Conclusion and Recommendation

1. Based on the foregoing, the Interim Receiver respectfully recommends that this Court make an order substantially in the form included at tab 3 of the Interim Receiver's supplemental motion record.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS INTERIM RECEIVER OF
PLANET ENERGY (ONTARIO) CORP. AND PLANET ENERGY (B.C.) CORP.
AND NOT IN ITS PERSONAL CAPACITY**

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June 20, 2023

Thomas Ulry

Dear Thomas,

Re: Planet Energy (Ontario) Corp. and Planet Energy (B.C.) Corp.

On May 11, 2023, Planet Energy (Ontario) Corp. ("PE Ontario") and Planet Energy (B.C.) Corp. ("PE BC", and together with PE Ontario, "Planet Energy") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act* ("BIA") (the "NOI Proceedings"). The effect of the NOI Proceedings is to invoke a statutory 30-day stay of proceedings, while Planet Energy determines if it is able to negotiate a restructuring of its affairs with a sufficient percentage of its creditors to make a Proposal to Creditors under section 50(1) of the BIA (a "Proposal") in order to avoid a bankruptcy.

As part of the NOI Proceedings, at the request of a major creditor, by Order dated June 8, 2023, (the "IR Order") the Ontario Superior Court of Justice ordered that an Interim Receiver be appointed over Planet Energy's assets pursuant to section 47.1(1) of the BIA (the "IR Proceedings") during the NOI Proceedings. The IR Order appointed KSV Restructuring Inc. ("KSV"), as Interim Receiver. As a result of the IR Order, the Interim Receiver has control and possession of Planet Energy's assets and decision-making control over Planet Energy's day-to-day operations while the NOI Proceedings continue. At the present time, the intention of the Interim Receiver is to continue to operate PE Ontario's business in the ordinary course, pending the determination of a path forward in the Planet Energy NOI Proceedings.

Given the specialized nature of Planet Energy's electricity retailing and gas marketing business (the "Business") and its high degree of oversight and regulation, the Interim Receiver wishes to engage you as a consultant to the Interim Receiver to review and oversee the Business and provide advice to the Interim Receiver relating to the Business in the context of the NOI and IR Proceedings.

Your engagement as consultant ("**Consultant**") to the Interim Receiver will extend to any matter which we, in consultation with you, believe is pertinent to the financial performance and position of the Business and will include, but will not be limited in any way, to the following:

1. You will attend virtually at the premises of the Company from time-to-time and perform such review and inspection as is necessary in your opinion and as agreed with the Interim Receiver to advise the Interim Receiver with respect to the financial position and viability of the Business.
2. You will review and assess:
 - a. the daily operations of the Business;
 - b. the future business prospects and general viability of the Business;
 - c. the current and ongoing status of regulatory compliance of the Business; and
 - d. such other services as agreed with the Interim Receiver.

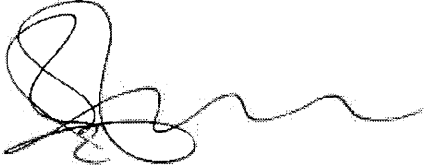
3. During the course of this engagement, except as specifically directed by the Interim Receiver, you shall be acting as a Consultant to the Interim Receiver and you shall not assume any decision-making or other management responsibilities in connection with the affairs of Planet Energy. You will not have the ability to bind the Interim Receiver or the Company.

We have advised you that at this time the Interim Receiver intends to run a sale process for Planet Energy's business (the "SISP") and it is the Interim Receiver's understanding that All Communications Network of Canada Co. ("ACN") may participate as a bidder in the SISP. Given your role with ACN, and in order to maintain the integrity of the SISP, your engagement specifically does not include any matters relating to the SISP, including without limitation, meeting, communicating with or providing information to prospective bidders other than ACN. This engagement will not restrict your ability to represent or deal with ACN in the SISP, but you will be excluded in all respects from having knowledge of any other bidders participating in the SISP.

You shall make best efforts to maintain confidentiality with respect to your engagement, except that you may disclose confidential information to ACN, its affiliates and representatives, and shall refer all enquiries regarding your engagement to the Interim Receiver.

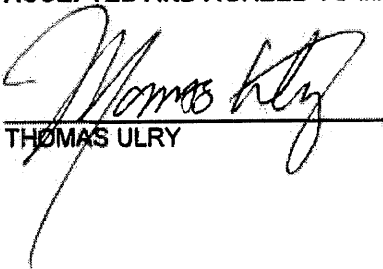
Yours very truly,

**KSV RESTRUCTURING INC.
SOLELY IN ITS CAPACITY AS COURT-APPOINTED INTERIM RECEIVER OF
PLANET ENERGY (ONTARIO) CORP. AND PLANET ENERGY (B.C.) CORP.
AND NOT IN ITS PERSONAL CAPACITY**



Per: Bobby Kofman

ACCEPTED AND AGREED TO this 20 day of June 2023.



THOMAS ULRY

Appendix “B”

Thomas L Ulry

Work Experience:

ACN Europe –

CEO - July 2021 – present; responsible for the day-to-day operations of ACN's Europe business unit

Bluegreen Energy - Start-up energy retailer focusing on consumer markets across Europe.

CEO – August 2018 – present; Launched operations in the UK retail market in November 2019. Covid pandemic prevented the launch of any subsequent markets. UK energy crisis forced the company to cease operations in November 2021.

XOOM Energy Japan, GK – Energy retailer with a focus on mass-market consumers across Japan

CEO – January 2016 – July 2020 – First non-Japanese company to secure a retailer license to sell energy in Japan. Rapid expansion across all major markets in Japan. Grew business to over 60k customers. Sold company to eRex in Summer of 2020.

XOOM Energy LLC – Startup Energy retailer with a focus on mass-market and small commercial consumers across North America

CEO - March 2011 – June 2018; Grew business to one of the largest service footprints in North America serving ~400k RCE(s) with revenues in excess of \$320m. Sold company to NRG in summer of 2018

ACN – Global direct seller of essential services

EVP Business Development – August 2008 – March 2011; Responsible to overseeing the operations and performance of all agency programs in North American. Took the lead in securing partnerships in several verticals enabling ACN to offer new and enhanced services, including retail energy in Canada, private label mobile services (MVNO) in the US, and home security among others.

Commerce Energy – Energy retailer serving consumers and commercial customers across the US

SVP of Sales - June 2006 – June 2008; assumed responsibility for all sales activities for the company. Was credited with restoring customer growth after 4 years of sales stagnation.

SVP of Operations – February 2005 – June 2006; responsible for several operational functions including provisioning, billing, credit & collections, IT and the contact center.

ACN Energy – Energy retailer with approximately 120k customers in several states across the US

GVP & COO – October 2003 – February 2005; responsible for the day-to-day operations and financial performance of the energy retailer. Business sold to Commerce Energy in February 2005

Nicor Energy – Energy retailer with consumers and commercial customers across several mid-west (US) states

SVP Consumer Sales – October 2001 – June 2003; responsible for all mass-market acquisition activities. Led effort and successfully sold the business as the result of Nicor Gas making strategic decision to sell company to focus on their core distribution business.

Energy.com – Start-up eCommerce platform matching consumers and energy suppliers across several states in the US.

President & COO 1997 – October 2001; overall responsibility for the day-to-day operations, strategic direction and financial performance.

BroadStreet Oil & Gas/Utilicorp Energy – Energy retailer in the US

Director of Operation – responsible for all operational functions

IT Manager – lead developer and overall manager of IT function. Personally developed proprietary software solutions for managing all operational aspects of the business.

Access Energy (formerly Yankee Gas) pioneering energy retailer in the very early days of the emerging retail energy industry

Sr Programmer Analyst – developed proprietary software for provisioning, billing, payment processing, credit & collection and various other operational requirements of the newly emerging retail business.

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) TUESDAY, THE 4th
)
JUSTICE OSBORNE) DAY OF JULY, 2023
)

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.**

**AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL
OF PLANET ENERGY (B.C.) CORP.**

ORDER
(Consultant Protections)

THIS MOTION, made by KSV Restructuring Inc., in its capacity as the interim receiver (in such capacity, the “**Interim Receiver**”), without security, of all of the assets, undertakings and properties (the “**Property**”) of Planet Energy (Ontario) Corp. (“**PEONT**”) and Planet Energy (B.C.) Corp. (together, “**Planet Energy**”), for an Order or Orders, *inter alia*, approving the engagement of Thomas L. Ulry (“**Mr. Ulry**”) as a consultant to the Interim Receiver (in such capacity, the “**Consultant**”) pursuant to a Consulting Agreement dated June 20, 2023 (the “**Consulting Agreement**”) attached as **Appendix “A”** to the Supplemental Report, and providing Mr. Ulry with certain Court ordered protections in his role as Consultant, was heard this day by videoconference.

ON READING the First Report of the Interim Receiver dated June 27, 2023 and the appendices thereto (“**First Report**”), the Supplemental First Report of the Interim Receiver, dated June 29, 2023, and appendices thereto (the “**Supplemental Report**”) and the Second Report of Richter Inc., in its capacity as proposal trustee (the “**Proposal Trustee**”) of Planet Energy, and the appendices thereto, and on hearing the submissions of counsel for the Interim Receiver, counsel

for the Proposal Trustee and those other parties listed on the counsel slip, no one else appearing for any other person although duly served as appears from the Affidavit of Service of Danny Nunes sworn June 29, 2023, filed.

1. **THIS COURT ORDERS** that the time for service of the Amended Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today, and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Order of this Court appointing the Interim Receiver dated June 8, 2023 (the “**IR Order**”).
3. **THIS COURT ORDERS** that the Consulting Agreement is hereby approved, and the Interim Receiver is hereby authorized and directed to enter into and carry out the terms of the Consulting Agreement.
4. **THIS COURT ORDERS** that for the purposes of carrying out the functions and duties set out in the Consulting Agreement, the Consultant (i) shall have full and complete access to the Records of Planet Energy, and (ii) is hereby authorized to meet with any employee, director, representative or agent of Planet Energy. The employees and representatives and agents of Planet Energy are hereby directed to fully cooperate with the Consultant in connection with the functions and duties of the Consultant set out in the Consulting Agreement.
5. **THIS COURT ORDERS** that the Consultant shall not take possession of the Property and shall not, by fulfilling his obligations under the Consulting Agreement, be deemed to have taken or maintained possession or control of the Property, or any part thereof.
6. **THIS COURT ORDERS** that nothing in this Order shall be construed as resulting in the Consultant being an employer, successor employer, a responsible person, operator or any person with apparent authority within the meaning of any statute, regulation or rule of law, or equity for any purpose whatsoever.

7. **THIS COURT ORDERS** that the Consultant shall not incur any liability as a result of the fulfilment of the Consultant's duties, save and except for any liability or obligation incurred as a result of gross negligence or wilful misconduct on his part.
 8. **THIS COURT ORDERS** that if , but for the provisions of this Order, the Consultant would have any liability with respect to any losses, claims, damages or liabilities to his Majesty the King in right of the Province of Ontario or would have incurred an obligation under any enactment of Ontario or Canada such liability or obligation shall be deemed to be a liability or obligation of Planet Energy.
 9. **THIS COURT ORDERS** that the Consultant shall have all the protections available to the Interim Receiver pursuant to the IR Order, and, until further order of this Court, no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Consultant or his conduct pursuant to the Consulting Agreement, and all rights and remedies of any person against or in respect of the Consultant are hereby stayed and suspended, except with leave of this Court, any such application seeking leave of this Court shall be served upon the Consultant, and the Interim Receiver at least seven (7) days prior to the return date of any such application for leave.
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**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF PLANET ENERGY (B.C.) CORP.**

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

PROCEEDINGS COMMENCED AT TORONTO

ORDER
(Consultant Protections)

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Receiver

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF PLANET ENERGY (ONTARIO) CORP.
AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF PLANET ENERGY (B.C.) CORP.**

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

PROCEEDINGS COMMENCED AT TORONTO

SUPPLEMENTAL MOTION RECORD
(returnable July 4, 2023)

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