Court File No. CV-21-00658423-00CL

Just Energy Group Inc. et al.

SECOND REPORT OF FTI CONSULTING CANADA INC., IN ITS CAPACITY AS COURT-APPOINTED MONITOR

May 21, 2021

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Court File No. CV-21-00658423-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **JUST ENERGY GROUP INC.**, JUST ENERGY CORP., ONTARIO ENERGY COMMODITIES INC., UNIVERSAL ENERGY CORPORATION, JUST ENERGY FINANCE CANADA ULC, HUDSON ENERGY CANADA CORP., JUST MANAGEMENT CORP., JUST ENERGY FINANCE HOLDING INC., 11929747 CANADA INC., 12175592 CANADA INC., JE SERVICES HOLDCO I INC., JE SERVICES HOLDCO II INC., 8704104 CANADA INC., JUST ENERGY ADVANCED SOLUTIONS CORP., JUST ENERGY (U.S.) CORP., JUST ENERGY ILLINOIS CORP., JUST ENERGY INDIANA CORP., JUST ENERGY MASSACHUSETTS CORP., JUST ENERGY NEW YORK CORP., JUST ENERGY TEXAS I CORP., JUST ENERGY, LLC, JUST ENERGY PENNSYLVANIA CORP., JUST ENERGY MICHIGAN CORP., JUST ENERGY SOLUTIONS INC., HUDSON ENERGY SERVICES LLC, HUDSON ENERGY CORP., INTERACTIVE ENERGY GROUP LLC, HUDSON PARENT HOLDINGS LLC, DRAG MARKETING LLC, JUST ENERGY ADVANCED SOLUTIONS LLC, FULCRUM RETAIL ENERGY LLC, FULCRUM RETAIL HOLDINGS LLC, TARA ENERGY, LLC, JUST ENERGY MARKETING CORP., JUST ENERGY CONNECTICUT CORP., JUST ENERGY LIMITED, JUST SOLAR HOLDINGS CORP. AND JUST ENERGY (FINANCE) HUNGARY ZRT.
(each, an "**Applicant**", and collectively, the "**Applicants**")

SECOND REPORT OF THE MONITOR

INTRODUCTION

1. Pursuant to an Order (the "**Initial Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 9, 2021 (the "**Filing Date**"), Just Energy Group Inc. ("**Just Energy**") and certain of its affiliates (collectively, the "**Applicants**") were granted protection under the *Companies' Creditors Arrangement Act,* R.S.C., c. C-36, as amended (the "**CCAA**" and in reference to the proceedings, the "**CCAA Proceedings**").

2. Pursuant to the Initial Order, among other things:

   (a) a stay of proceedings was granted until March 19, 2021 (the "**Stay Period**");

   (b) the protections of the Initial Order, including the stay of proceedings, was extended to certain subsidiaries of Just Energy that are partnerships (collectively with the Applicants, the "**Just Energy Entities**");

   (c) FTI Consulting Canada Inc. ("**FTI**") was appointed as Monitor of the Just Energy Entities (in such capacity, the "**Monitor**");

   (d) a debtor-in-possession interim financing facility was approved (the "**DIP Facility**") in the maximum principal amount of US$125 million subject to the terms and conditions set forth in the financing term sheet (the "**DIP Term Sheet**") between the Just Energy Entities that are borrowers thereunder (the "**Just Energy DIP Borrowers**") and Alter Domus (US) LLC (the "**DIP Agent**"), as administrative agent for the lenders (the "**DIP Lenders**") dated March 9, 2021; and

   (e) certain charges were granted with priority over all encumbrances on the Just Energy Entities' property, including two third-ranking charges on a *pari passu* basis in favour of: (A) the DIP Lenders to secure all Obligations (as defined in the DIP Term Sheet) owing thereunder at the relevant time up to the maximum amount of the Obligations (the "**DIP Lenders' Charge**"); and (B) each Commodity/ISO Supplier that has executed a Qualified Support Agreement in an amount equal to the value of the Priority Commodity/ISO Obligations (the "**Priority Commodity/ISO Charge**").

3. Any capitalized terms not otherwise defined herein have the meanings attributed to them in the Initial Order.

4. On March 9, 2021, Just Energy, in its capacity as foreign representative, commenced proceedings under Chapter 15 of the United States Bankruptcy Code (the "**Chapter 15 Proceedings**") for each of the Just Energy Entities with the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Court**"). The U.S. Court entered, among others, the *Order Granting Provisional Relief Pursuant to Section 1519 of the Bankruptcy Code.*

5. At the comeback hearing on March 19, 2021 in the CCAA Proceedings, the Court granted the Amended and Restated Initial Order (the "**A&R Initial Order**"), which, among other things:

   (a) extended the Stay Period to June 4, 2021;

   (b) approved a key employee retention plan and associated charge;

   (c) increased the amount of the Administration Charge, FA Charge and Directors' Charge;

   (d) granted the Cash Management Charge in favour of the Cash Management Banks to secure Cash Management Obligations;

   (e) confirmed that any obligations secured by a valid, enforceable and perfected security interest shall continue to be secured by the Property, including any Property acquired after the date of the applicable security agreement; and

   (f) authorized the Just Energy Entities to provide cash collateral to third parties where so doing is necessary to operate the Business in the normal course, with the consent of the Monitor.

6. On April 2, 2021, the U.S. Court granted the *Order Granting Petition for (I) Recognition as Foreign Main Proceedings, (II) Recognition of Foreign Representative, and (III) Related Relief under Chapter 15 of the Bankruptcy Code* (the "**Final Recognition Order**"). The Final Recognition Order, among other things, gave full force and effect to the Initial Order in the United States.

7. This Report should be read in conjunction with the Affidavit of Michael Carter sworn May 19, 2021 (the "**Carter Affidavit**"), which is accessible on the Monitor's Website (as defined below).

8. All references to monetary amounts in this Second Report of the Monitor (the "**Second Report**") are in Canadian dollars unless otherwise noted.

9. Further information regarding the CCAA Proceedings, including the A&R Initial Order and all materials publicly filed in connection with these proceedings, are available on the

Monitor's website at http://cfcanada.fticonsulting.com/justenergy/ (the "**Monitor's Website**").

10. Further information regarding the Chapter 15 Proceedings, including the Final Recognition Order and all other materials publicly filed in connection with the Chapter 15 Proceedings, are available on the website of Omni Agent Solutions as the U.S. noticing agent of the Just Energy Entities at https://omniagentsolutions.com/justenergy.

PURPOSE

11. The purpose of this Second Report is to provide information to the Court with respect to the following:

(a) the Monitor's activities since the date of the Monitor's First Report to the Court dated March 18, 2021 (the "**First Report**");

(b) certain developments in the CCAA Proceedings since the First Report;

(c) certain developments relating to the dispute of resettlement invoices delivered by the Electric Reliability Council of Texas ("**ERCOT**") in relation to the February weather event in Texas;

(d) certain contract disclaimers issued by the Just Energy Entities with the consent of the Monitor pursuant to the CCAA;

(e) the Just Energy Entities' ongoing discussions with various commodity suppliers and agreements that they have executed with same since the First Report;

(f) the status of the Intercreditor Dispute (as defined below);

(g) the Just Energy Entities' business plan;

(h) the Just Energy Entities' actual cash receipts and disbursements for the 9-week period ending May 15, 2021 and a comparison to the cash flow forecast (the "**Cash Flow Forecast**") attached as Appendix "A" to the Pre-Filing Report of the Monitor dated March 9, 2021 (the "**Pre-Filing Report**"), along with an updated cash flow forecast for the period ending October 2, 2021;

(i) the relief sought by the Applicants in their proposed Order (the "**May Stay Extension Order**"), including, among other things:

(i) extending the Stay Period in favour of the Just Energy Entities up to and including September 30, 2021;

(ii) relieving Just Energy of any obligation to call and hold an annual meeting of its shareholders until further Order of the Court;

(iii) approving the Pre-Filing Report, the First Report and this Second Report and the Monitor's activities and conduct to the date of the May Stay Extension Order; and

(iv) authorizing, but not requiring, Just Energy (U.S.) Corp. ("**Just Energy U.S.**") to repatriate funds to the Just Energy Entities operating in Canada should it become necessary to do so to ensure sufficient working capital is held by such entities to fund their ongoing operations, which repatriation may be by way of repayment of certain intercompany indebtedness, including interest;

(j) the relief sought by the Applicants in their proposed Second Amended and Restated Initial Order (the "**Second A&R Initial Order**"), amending:

(i) the definition of "Qualified Commodity/ISO Supplier" in the Initial Order to include counterparties to a Commodity Agreement or ISO Agreement executed after the Filing Date;

(ii) the definition of "Commodity Agreement" to include contracts entered into by a Just Energy Entity for protection against fluctuations in U.S. dollar to Canadian dollar foreign currency exchanges; and

(iii) the requirements set out at paragraph 30 of the Initial Order to permit Qualified Commodity/ISO Suppliers to terminate a Commodity Agreement or Qualified Support Agreement entered into after May 26, 2021 without obtaining Court authorization in certain limited circumstances; and

(k) the Monitor's recommendations in respect of the foregoing, as applicable.

TERMS OF REFERENCE AND DISCLAIMER

12. In preparing this Second Report, the Monitor has relied upon audited and unaudited financial information of the Just Energy Entities, the Just Energy Entities' books and records, and discussions and correspondence with, among others, management of and advisors to the Just Energy Entities as well as other stakeholders and their advisors (collectively, the "**Information**").

13. Except as otherwise described in this Second Report:

    (a) the Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards pursuant to the *Chartered Professional Accountants of Canada Handbook*; and

    (b) the Monitor has not examined or reviewed the financial forecasts or projections referred to in this Second Report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*.

14. Future-oriented financial information reported in or relied on in preparing this Second Report is based on assumptions regarding future events. Actual results will vary from these forecasts and such variations may be material.

15. The Monitor has prepared this Second Report in connection with the relief requested by the Applicants in the proposed May Stay Extension Order and the proposed Second A&R Initial Order. The Second Report should not be relied on for any other purpose.

MONITOR'S ACTIVITIES SINCE ITS APPOINTMENT

16. In accordance with its duties as outlined in the Initial Order and its prescribed rights and obligations under the CCAA, the activities of the Monitor since the First Report have included the following:

    (a) assisting the Just Energy Entities with communications to employees, creditors, vendors, and other stakeholders;

(b) consulting with the Just Energy Entities with respect to the support agreement dated March 18, 2021 (the "**Lender Support Agreement**") among the Just Energy Entities and the lenders under the ninth amended and restated credit agreement dated September 28, 2020 (the "**Credit Facility Lenders**"), the terms of which were described in the Supplementary Affidavit of Michael Carter sworn March 18, 2021 (the "**Supplementary Carter Affidavit**");

(c) consulting with the Just Energy Entities with respect to the amendment to the DIP Term Sheet dated March 18, 2021 (the "**DIP Amendment**"), the terms of which are discussed below and were described in the Supplementary Carter Affidavit;

(d) participating in regular discussions with the Just Energy Entities, their respective legal counsel and other advisors, regarding, among other things, the CCAA Proceedings, communications with stakeholders, business operations and a restructuring process;

(e) participating in discussions with the DIP Agent and its counsel;

(f) participating in discussions with the Credit Facility Lenders, their advisors and counsel, including, among other things, in respect of the Intercreditor Dispute;

(g) participating in discussions with BP Energy Company ("**BP**") and its counsel in respect of the Intercreditor Dispute;

(h) maintaining the Service List with the assistance of Thornton Grout Finnigan LLP, counsel for the Monitor in the CCAA Proceedings, a copy of which is posted on the Monitor's Website;

(i) monitoring the receipts and disbursements of the Just Energy Entities;

(j) working with the Just Energy Entities and their advisors to provide stakeholders with financial and other information;

(k) reviewing and, where applicable, approving the Just Energy Entities' disclaimers of certain contracts;

(l) pursuant to paragraph 10(d) of the A&R Initial Order, consulting regularly with the advisors to the Credit Agreement (as defined therein) with respect to payments being made by the Just Energy Entities with the consent of the Monitor for amounts owing for goods and services rendered to the Just Energy Entities prior to the CCAA Proceedings;

(m) attending meetings of the Board of Directors of Just Energy;

(n) responding to creditor and other stakeholder inquiries;

(o) posting monthly reports on the value of the Priority Commodity/ISO Obligations to the Monitor's Website in accordance with the terms of the Initial Order; and

(p) preparing this Second Report.

ERCOT RESETTLEMENT INVOICES AND DISPUTE

17. As described in the Pre-Filing Report and the First Report, the Just Energy Entities sought CCAA protection in response to a severe short-term liquidity shortfall resulting from the February weather event in Texas that led to the receipt of invoices from ERCOT requiring payment of significant amounts within two business days of receipt of the invoice.

18. To date, the Just Energy Entities have received and paid invoices from ERCOT totaling more than US$336 million relating to the weather event, of which approximately US$48 million in resettlement invoices were received and paid after the date of the First Report. While the Just Energy Entities continue to pay invoices issued by ERCOT, it should be noted that they are disputing the resettlement statements pursuant to ERCOT's protocols. One of the grounds on which the Just Energy Entities continue to protest the fees charged to them by ERCOT is Unaccounted for Energy ("**UFE**"). UFE is the difference between total metered electricity load for a settlement period, adjusted for transmission and distribution losses, and the total ERCOT system net generation. The manner in which ERCOT charges market participants their respective shares of UFE is a matter of dispute with respect to the total dollar value of UFE across the market and how shares are calculated.

19. The Monitor understands that ERCOT has dismissed one of the disputes filed by the Just Energy Entities. The Just Energy Entities expect a similar response to the other disputes they have filed in respect of resettlements. Pursuant to ERCOT's protocols, the Just Energy Entities may commence an alternative dispute resolution process within 45 days from

receipt of the dismissal notice from ERCOT, failing which ERCOT considers the dispute "closed".

20. The Just Energy Entities are considering the rights and remedies available to them. Additionally, the Monitor understands that the Just Energy Entities, along with other participants in the Texas electricity market that were affected by the February weather event, are pursuing potential legislative solutions to address the financial hardships caused by the February weather event. In respect of such efforts, Just Energy's Board of Directors formed a Legislative and Regulatory Affairs Committee to assist the Board of Directors in seeking such legislative remedies. The activities of this committee are further described in the Carter Affidavit.

CONTRACT DISCLAIMERS

21. Since the date of the First Report, the Just Energy Entities have disclaimed the following agreements pursuant to the provisions of the CCAA with the consent of the Monitor (collectively, the "**Disclaimers**"):

    (a) on March 30, 2021, certain of the Just Energy Entities disclaimed a services agreement and addendum with Hampstead Co. Limited and related persons (collectively, "**Hampstead**");

    (b) on March 31, 2021, certain of the Just Energy Entities disclaimed six lease agreements in respect of underutilized or unutilized properties across the United States;

    (c) on April 2, 2021, certain of the Just Energy Entities disclaimed service agreements and related contracts with Red Ventures, LLC, Save On Energy, LLC and certain of their affiliates (collectively, "**Red Ventures**"); and

    (d) on May 14, 2021, certain of the Just Energy Entities disclaimed a lease agreement in respect of a property in Irving, Texas.

22. The Monitor approved each of the Disclaimers, finding them to be fair and reasonable in the circumstances as they benefited the Just Energy Entities and enhanced the prospect of a viable restructuring.

23. Hampstead and Red Ventures requested written reasons for the Disclaimers that affected them, which reasons were delivered by the Just Energy Entities in accordance with the CCAA. Neither Hampstead nor Red Ventures applied to the Court to object to the subject disclaimers within the 15-day objection period specified under the CCAA.

24. The Just Energy Entities have advised the Monitor that they are continuing to consider the viability of other agreements and may seek to disclaim additional agreements subject to the Monitor's review and approval.

DEVELOPMENTS WITH COMMODITY SUPPLIERS

Qualified Support Agreements

25. The Initial Order provides the benefit of the Priority Commodity/ISO Charge to counterparties to a Commodity Agreement (such counterparties, the "**Commodity Suppliers**") or an ISO Agreement as of the Filing Date that enter into a Qualified Support Agreement. Since the date of the Initial Order, the Just Energy Entities have been in consultation with other Commodity Suppliers in an effort to preserve existing contractual relationships and maintain uninterrupted going concern operations. In addition to BP, Shell Energy North America (Canada) Inc. and Shell Energy North America (US), LP, each of which entered into Qualified Support Agreements with the Just Energy Entities prior to the Filing Date, Macquarie Energy LLC and Macquarie Energy Canada Ltd. (together, "**Macquarie**") and certain of the Just Energy Entities executed a Qualified Support Agreement dated March 30, 2021 (the "**Macquarie Support Agreement**"). Pursuant to the Macquarie Support Agreement, Macquarie has continued to supply electricity and gas to the Just Energy Entities in accordance with their existing agreements.

26. The Just Energy Entities' remaining Commodity Suppliers have not executed a Qualified Support Agreement, and all but one have terminated their agreements with the Just Energy Entities.

27. The Just Energy Entities are of the view that an expanded supply base would be beneficial to the longer-term viability of their business, and accordingly have canvassed the market for potential suppliers with a goal of securing a diversified and competitive group of

suppliers beyond the three current providers that have entered into Qualified Support Agreements.

28. To date, the Just Energy Entities have entered into an ISDA Master Agreement with Mercuria Energy America, LLC for the supply of electricity and natural gas. This arrangement requires Just Energy U.S. to provide financial support under a letter of credit or to post cash collateral.

29. Additionally, the Just Energy Entities are in active discussions with potential commodity suppliers. As discussed below, the proposed Second A&R Initial Order sought by the Just Energy Entities amends the definition of "Qualified Commodity/ISO Supplier" in the Initial Order to include parties that may execute a Commodity Agreement and Qualified Support Agreement with a Just Energy Entity after the Filing Date. The Monitor supports these amendments as it is in the Just Energy Entities' best interests to source energy through a diversified supplier network, which these changes will facilitate while potentially allowing the Just Energy Entities to enter into supply arrangements without tying up financial collateral.

Disputes with Commodity Suppliers

30. After the Filing Date, a Commodity Supplier, Skyview Finance Company, LLC ("**Skyview**"), a counterparty that previously traded in renewable energy credits with Just Energy U.S,, terminated its forward contracts with Just Energy U.S. and has disputed amounts owing to its obligation to pay Just Energy U.S. in respect of the net mark-to-market value of the forward contracts on the termination date. The Monitor understands that the Just Energy Entities and Skyview have agreed on a process which is intended to resolve the dispute in an efficient manner.

INTERCREDITOR DISPUTE

31. As described in the First Report, an intercreditor agreement (the "**Intercreditor Agreement**") has been entered into between certain secured Commodity Suppliers (the "**Secured Suppliers**"), the agent for the Credit Facility Lenders and certain of the Just

Energy Entities. The Intercreditor Agreement, among other things, sets out the relative priority of the parties' security interests.

32. The Intercreditor Agreement includes a waterfall of priorities that provides for the following tiered ranking: (i) accounts payable owing to the Secured Suppliers rank first (i.e. Tier 1); (ii) on a *pari passu* basis, the "mark to market" liability owing to the Secured Suppliers, the amounts owing to the Credit Facility Lenders and the amounts owing to the providers under the ISO Agreements up to a cap of US$75 million rank second on a *pari passu* basis (i.e. Tier 2); and (iii) amounts owing to the providers under the ISO Agreements above a US$75 million cap rank third (i.e. Tier 3). There are other tiers that are in priority to these tiers under the Intercreditor Agreement waterfall; however, they are not the subject of the Intercreditor Dispute and therefore not described herein.

33. Prior to the commencement of these proceedings Just Energy was advised by BP, a Secured Supplier and a party to the Intercreditor Agreement, that it disagreed with Just Energy's characterization of certain amounts due to BP as Tier 2 and Tier 3 obligations and that it considered such amounts to be Tier 1 obligations. The Just Energy Entities have advised BP that they consider any dispute regarding the ranking of amounts due to BP to be an intercreditor dispute among the parties to the Intercreditor Agreement (the "**Intercreditor Dispute**") and that the Just Energy Entities do not intend to take a position on the Intercreditor Dispute (though they have provided and will continue to provide information requested by the Monitor and other applicable key stakeholders with respect to the Intercreditor Dispute).

34. The Monitor has engaged in discussions with, among others, the Just Energy Entities, BP, the Credit Facility Lenders, and the DIP Agent, to understand the Intercreditor Dispute and the positions of the various interested parties. The Monitor has not taken and will not take a position on the Intercreditor Dispute, and it understands that the potential quantum of the amount under dispute could be approximately US$200 million. The Monitor in consultation with the Just Energy Entities is currently drafting a process for the timely and efficient resolution of the Intercreditor Dispute for consideration by the affected parties. Given the magnitude of the dispute, the Monitor is aware of the need to resolve this dispute in a timely manner and will provide an update on this matter in its next report to the Court.

DEVELOPMENT OF JUST ENERGY'S BUSINESS PLAN

35. In accordance with the requirements of the DIP Term Sheet, the Just Energy Entities have been preparing a detailed business plan, detailing, among other things, operational and financial projections, near and longer-term liquidity requirements, and anticipated business operations during and upon emergence from the CCAA Proceedings. It is anticipated that the business plan will facilitate the development of a restructuring process for emergence from the CCAA Proceedings in a manner that optimizes value for the benefit of all stakeholders.

36. The Monitor understands that the business plan has been approved by Just Energy's Board of Directors and was distributed to key stakeholders on May 18, 2021.

CORPORATE GOVERNANCE MATTERS

37. As described in the Carter Affidavit, Just Energy has appointed Mr. Anthony Horton (previously Chairman of the Board of Directors of Just Energy) as its Executive Chairman effective March 1, 2021. In this role, Mr. Horton will guide the Just Energy Entities' restructuring process, with the assistance of the Monitor and the Just Energy Entities' financial advisors.

38. Mr. Horton's compensation for such role is described in the Carter Affidavit and is comprised of a base fee of US$600,000, payable on a monthly basis in increments of US$50,000 over a twelve-month period. Mr. Horton will not receive regular board fees during this time. If the Just Energy Entities successfully restructure prior to the end of the twelve-month period, a lump sum payment equal to the remaining amount of the base fee (less applicable deductions and withholdings) will be paid to Mr. Horton. The Monitor participated in the meeting of the Board of Directors in which this new role and compensation structure was discussed and concurs with the appointment and related remuneration.

UPDATE ON DIP FACILITY

39. As described in the Supplementary Carter Affidavit, the Just Energy Entities have entered into the DIP Amendment since the date of the First Report. Pursuant to the DIP

Amendment, among other things: (i) reference to the Lender Support Agreement was added, (ii) the Just Energy Entities agreed to certain additional reporting requirements consistent with the Lender Support Agreement, and (iii) the scope of permitted priority liens was amended to authorize the Just Energy Entities to provide cash collateral to the Cash Management Banks in accordance with the Initial Order.

40. Since the date of the First Report, the Just Energy Entities have drawn down the remaining availability under the DIP Facility in the amount of US$25 million. Accordingly, the DIP Facility is now fully drawn.

41. Certain of the DIP Lenders requested the consent of the Just Energy DIP Borrowers to the grant of temporary silent participation rights in their respective interests under the DIP Facility. In accordance with the terms of the DIP Facility, the DIP Lenders are entitled to grant such participation rights with the consent of the DIP Borrowers provided they furnish certain necessary information under the DIP Facility, including to the Monitor. The Just Energy Entities provided their consent to the requested participation on May 20, 2021. The Monitor understands that the granting of the silent participation rights is expected to be temporary and does not change the terms of the DIP Facility.

RECEIPTS AND DISBURSEMENTS FOR THE NINE-WEEK PERIOD ENDED MAY 15, 2021

42. The Just Energy Entities' actual net cash flow for the 9-week period from March 15, 2021 to May 15, 2021, was approximately $65 million better than the Cash Flow Forecast as summarized below:

(CAD$ in millions)	Forecast	Actuals	Variance
RECEIPTS			
Sales Receipts	$422.4	$449.1	$26.7
Miscellaneous Receipts	8.0	6.0	(2.0)
Total Receipts	$430.5	$455.2	$24.7
DISBURSEMENTS			
Operating Disbursements			
Energy and Delivery Costs	($251.1)	($232.0)	$19.1
Payroll	(13.3)	(15.1)	(1.8)
Taxes	(29.2)	(18.7)	10.6
Commissions	(19.7)	(13.9)	5.9
Selling and Other Costs	(34.8)	(25.9)	8.9
Total Operating Disbursements	($348.1)	($305.5)	$42.7
OPERATING CASH FLOWS	$82.3	$149.7	$67.4
Financing Disbursements			
Credit Facility - Borrowings / (Repayments)	$31.5	$31.0	($0.5)
Interest Expense & Fees	(2.7)	(4.6)	(1.9)
Restructuring Disbursements			
Professional Fees	(11.7)	(11.6)	0.1
NET CASH FLOWS	**$99.5**	**$164.4**	**$65.0**
CASH			
Beginning Balance	$51.2	$77.7	$26.5
Net Cash Inflows / (Outflows)	99.5	164.4	65.0
Other (FX)	-	(8.0)	(8.0)
ENDING CASH	**$150.6**	**$234.1**	**$83.5**

43. Explanations for the main variances in actual receipts and disbursements as compared to the Cash Flow Forecast are as follows:

(a) The favourable variance of approximately $26.7 million in Sales Receipts is comprised of the following:

(i) A permanent favourable variance of approximately $16.3 million due to the receipt of payments from U.S. residential customers which had been assumed to be uncollectible in the Cash Flow Forecast;

(ii) A permanent favourable variance of approximately $4.6 million due to the receipt of payments from U.S. commercial customers related to higher billed revenue than was estimated in the Cash Flow Forecast; and

(iii) A permanent favourable variance of approximately $5.8 million due to the receipt of payments from Canadian residential and commercial customers related to higher billed revenue than was estimated in the Cash Flow Forecast;

(b) The unfavourable variance of approximately $2.0 million of Other Receipts is due to the delayed collection of certain sales tax refunds of approximately $2.0 million, timing of the receipt of such refunds is unknown at this time;

(c) The favourable variance of approximately $19.1 million for Energy and Delivery Costs as compared to the Cash Flow Forecast is driven by the following:

(i) A permanent unfavourable variance of approximately $43.4 million is due to payment of Real Time Market ("**RTM**") Final Statements to ERCOT on the 55th day following each operating day during the Texas weather event (the "**Resettlement Invoices**"). The Just Energy Entities were not provided with any advance warning by ERCOT for the large quantum of these Resettlement Invoices, as mentioned above, and are disputing the amounts. The Monitor understands that ERCOT may also issue an RTM True-Up Statement at the end of the 180th day following each operating day during the Texas weather event, and that an estimate for these charges cannot be reasonably estimated at this time;

(ii) A favourable variance of approximately $28.4 million due to lower commodity payments and higher commodity receivables during the period than contemplated in the Cash Flow Forecast;

(iii) A permanent favourable variance of approximately $11.6 million due to lower than forecast transportation and delivery payments in the Cash Flow Forecast; and

(iv) A favourable variance of approximately $22.6 million related to lower credit support being required in certain circumstances combined with lower than forecast collateral postings during the period;

(d) The unfavourable variance of approximately \$1.8 million for Payroll is due to higher than forecast quarterly sale incentive payments and the payment of certain payroll tax remittances during the period;

(e) The favourable variance of approximately \$10.6 million for Taxes is primarily due to an estimated sales tax reassessment payment owing by the Just Energy Entities of approximately \$7.8 million that was forecast, but not paid, during the period. Exact timing of when this amount will be paid remains unknown, but payment at a future date will continue to be rolled forward in the forecast;

(f) The permanent favourable variance of approximately \$5.9 million for Commissions is primarily due to lower than forecast payments as a result of the termination of certain independent commission contractors and the disclaimer of certain commission contracts;

(g) The favourable variance of approximately \$8.9 million for Selling and Other Costs is primarily due to the Just Energy Entities' successful negotiation of payment terms and go-forward arrangements with its vendors;

(h) The permanent unfavourable variance of approximately \$0.5 million of Credit Facility Borrowings relates to the difference in the USD / CAD foreign exchange rate assumed in the Cash Flow Forecast versus the foreign exchange rate at the time of borrowing as borrowings are denominated in USD. Total borrowings during the period totaled US\$25 million, which resulted in the \$125 million DIP credit facility becoming fully drawn as contemplated in the Cash Flow Forecast; and

(i) The favourable variance of approximately \$26.5 million in the opening cash balance is due to the variances noted during the initial 6-day period after the Filing Date as discussed in the First Report.

Reporting Pursuant to the DIP Term Sheet

44. The variances shown and described herein compared the Cash Flow Forecast, as included as Appendix "A" in Pre-Filing Report, with the actual performance of the Just Energy Entities over the 9-week period noted.

45. Pursuant to Section 18 of the DIP Term Sheet, the Just Energy Entities are required to deliver a variance report setting out the actual versus projected cash disbursements once every four weeks (the "**DIP Variance Reports**"). The permitted variances to which certain line items of the cash flow forecast are tested are outlined in section 24(30) of Schedule I of the DIP Term Sheet. The Just Energy Entities provided the required variance reports for the four-week periods ended April 3, 2021 and May 1, 2021. All variances reported were within the required permitted variances.

46. Also in accordance with Section 18 of the DIP Term Sheet, the Just Energy Entities are required to deliver a new 13-week cash flow forecast, which shall replace the immediately preceding cash flow forecast in its entirety upon the DIP Lenders' approval thereof and is used as the basis for the next four-week variance report and permitted variance testing (the "**DIP Cash Flow Forecasts**"). The Just Energy Entities provided the required cash flow forecasts, which were approved by the DIP Lenders for the 13-week periods beginning April 4, 2021 and May 2, 2021 (the "**May 2 Forecast**").

47. As the DIP Variance Reports utilize updated underlying cash flow forecasts vis-à-vis the Cash Flow Forecast for the same period, the DIP Variance Reports differed from the variance analysis above comparing actual results to the Cash Flow Forecast.

48. The Revised Cash Flow Forecast (defined below) incorporates the May 2 Forecast approved by the DIP Lenders for the initial 13-week period and has been extended to cover the period through to the week encompassing the requested stay extension of September 30, 2021 in support of the relief requested by the Just Energy Entities. For purposes of the Just Energy Entities reporting requirements pursuant to the DIP Term Sheet, the DIP Cash Flow Forecasts as approved by the DIP Lenders will continue to govern.

49. Since the First Report of the Monitor, the Just Energy Entities have complied with their reporting obligations pursuant to the DIP Term Sheet, the Initial Order as amended and restated, and other documents including certain support agreements. These reporting obligations include the following:

(a) Delivery of a Priority Supplier Payables Certificate weekly and monthly;

(b) Delivery of an ERCOT Related Settlements update weekly;

(c) Delivery of a Cash Management Charge update monthly; and

(d) Delivery of a Priority Commodity / ISO Charge update weekly and monthly.

CASH FLOW FORECAST FOR THE PERIOD ENDING OCTOBER 2, 2021

50. The Just Energy Group, with the assistance of the Monitor, has reviewed and updated its weekly cash flow forecast for the 22-week period ending October 2, 2021 (the "**Revised Cash Flow Forecast**"), which encompasses the requested stay extension to September 30, 2021. The Revised Cash Flow Forecast is attached hereto as **Appendix "A"**, and is summarized below:

(CAD$ in millions)	**13-Week Period Ending July 31, 2021**	**22-Week Period Ending October 2, 2021**
Forecast Week	**Total**	**Total**
RECEIPTS		
Sales Receipts	$618.4	$1,098.8
Miscellaneous Receipts	3.8	3.8
Total Receipts	$622.2	$1,102.6
DISBURSEMENTS		
Operating Disbursements		
Energy and Delivery Costs	($582.3)	($946.2)
ERCOT Resettlements	-	-
Payroll	(22.7)	(40.2)
Taxes	(33.4)	(51.3)
Commissions	(25.1)	(41.2)
Selling and Other Costs	(47.3)	(78.5)
Total Operating Disbursements	($710.9)	($1,157.5)
OPERATING CASH FLOWS	($88.7)	($54.9)
Financing Disbursements		
Credit Facility - Borrowings / (Repayments)	$ -	$ -
Interest Expense & Fees	(11.7)	(22.3)
Restructuring Disbursements		
Professional Fees	(9.9)	(16.1)
NET CASH FLOWS	**($110.2)**	**($93.3)**
CASH		
Beginning Balance	$213.3	$213.3
Net Cash Inflows / (Outflows)	(110.2)	(93.3)
Other (FX)	5.0	5.0
ENDING CASH	**$108.0**	**$125.0**

51. The Revised Cash Flow Forecast indicates that during the 22-week period ending October 2, 2021, the Just Energy Entities will have net cash outflows from operating activities of approximately $54.9 million with total receipts of approximately $1,102.6 million and total disbursements of approximately $1,157.5 million, before interest expense and fees of approximately $22.3 million and professional fees of approximately $16.1 million, such that net cash outflows are forecast to be approximately $93.3 million. Please note that the Revised Cash Flow Forecast has not incorporated actual results for the weeks ending May 8, 2021 and May 15, 2021 for presentation purposes as it reflects the current approved DIP Cash Flow Forecast. As a result, the actual ending cash balance reported in the budget to actual section above as at May 15, 2021 will not agree to the forecast cash balance reflected in the Revised Cash Flow Forecast as at the same date.

52. Generally, the underlying assumptions and methodology utilized in the Just Energy Entities' Cash Flow Forecast have remained the same for this Revised Cash Flow Forecast; however, the Monitor notes the following:

(a) The forecast period was extended from the week ending June 6, 2021 to the week ending October 2, 2021;

(b) The Just Energy Entities have updated and revised certain underlying data supporting the assumptions that contribute to the cash receipts and disbursements included in the Revised Cash Flow Forecast, which include:

(i) Customer cash receipt collection timing and bad debt estimates have been updated based on recent historical trends;

(ii) Customer cash receipt estimates have also been updated based on actualized revenue billed for recent periods combined with refined estimates for future customer billings;

(iii) Certain disbursements not incurred during the 9-week period ended May 15, 2021 have been moved forward as they are expected to be incurred in future weeks;

(iv) Vendor credit support and cash collateral requirements have been updated based on business requirements and on-going discussions between the Just Energy Entities and its vendors;

(v) The tax disbursements forecast has been updated based on the tax department's latest tax payment schedule and estimates;

(vi) Professional fee estimates have been updated to reflect expected activity during the forecast period; and

(vii) The Just Energy Entities forecast cash receipts and disbursements have been refined generally to reflect updated seasonality expectations where energy and delivery costs increase leading into and during the peak summer season while resulting in higher customer receipts follow during the later summer and early fall months as customer billings for peak summer months are collected.

53. The Revised Cash Flow Forecast demonstrates that, subject to its underlying hypothetical and probable assumptions, the Just Energy Entities have sufficient liquidity to continue funding their operations during the CCAA Proceedings to October 2, 2021.

RELIEF SOUGHT IN THE PROPOSED ORDERS

Second A&R Initial Order

<u>*Qualified Commodity/ISO Suppliers*</u>

54. As discussed above, the Just Energy Entities are seeking new supply sources for the benefit of the Just Energy Entities and their stakeholders. The A&R Initial Order currently provides for the Priority Commodity/ISO Charge in favour of those counterparties to a Commodity Agreement with a Just Energy Entity entered into prior to the Filing Date that have also executed a Qualified Support Agreement. Given that one or more Just Energy Entities are in discussions with potential suppliers regarding entering into a new Commodity Agreement, the Just Energy Entities are seeking to expand the definition of "Qualified Commodity/ISO Supplier" in the Initial Order to include parties that may execute a Commodity Agreement with a Just Energy Entity after the Filing Date, subject

to execution of a Qualified Support Agreement. It is anticipated that this expanded definition will encourage potential new suppliers to trade without requiring the Just Energy Entities to provide collateral. There are no remaining counterparties to Commodity Agreements extant as of the Filing Date.

55. Additionally, the Just Energy Entities propose to limit the number of Qualified Support Agreements that may be covered by the Priority Commodity/ISO Charge to eight, the same number of eligible suppliers that could have entered into a Qualified Support Agreement as at the Filing Date.

56. The Monitor supports this relief sought by the Just Energy Entities, as it would provide flexibility for new counterparties to execute a Qualified Support Agreement and provide the benefit of the Priority Commodity/ISO Charge without requiring the Just Energy Entities to post financial collateral in respect of such counterparties.

Commodity Agreements

57. The Just Energy Entities are seeking to amend the definition of "Commodity Agreement" in the Initial Order to include contracts entered into for protection against fluctuations in U.S. dollar to Canadian dollar foreign currency exchange rates related to certain customer obligations. This will ensure that the Just Energy Entities continue to be able to manage fluctuations in currency exchange rates consistent with the Just Energy Entities' ordinary course risk management policy.

Termination of Commodity Agreement or Qualified Support Agreement

58. Lastly, the Just Energy Entities are seeking to amend the requirements set out at paragraph 30 of the Initial Order to permit Qualified Commodity/ISO Suppliers to terminate a Commodity Agreement or Qualified Support Agreement entered into after May 26, 2021 without obtaining Court authorization in certain limited circumstances, specifically: (i) if an Order is granted in the CCAA Proceedings permitting the DIP Agent and DIP Lenders to exercise their rights and remedies against the Just Energy Entities or the Property; or (ii) the CCAA Proceedings or Chapter 15 Proceedings are dismissed or converted to a liquidation proceeding (including a receivership, bankruptcy or proceeding under Chapter 7 of the United States Bankruptcy Code). These amendments are being sought by the Just

Energy Entities in response to certain concerns raised by potential new commodity suppliers.

59. The Monitor supports such amendments as these circumstances are narrow in scope and, in the Monitor's view, appropriate in the circumstances. Further, such changes will facilitate the Just Energy Entities' ability to enter into potential new Commodity Agreements, which is critical for the reasons outlined above.

May Stay Extension Order

Annual Meeting of Shareholders

60. Pursuant to the provisions of the *Canada Business Corporation's Act*, Just Energy, as a public company, is required to call an annual meeting of its shareholders by no later than September 30, 2021. Just Energy's executive management team is currently focusing its efforts and resources on the CCAA Proceedings and the Just Energy Entities' restructuring generally. The work required to prepare for and hold an annual meeting would require significant work by the Just Energy Entities' management team and detract from its focus on restructuring efforts. Accordingly, the Just Energy Entities are seeking an order relieving Just Energy of its obligations to call an annual meeting of shareholders until further order of the Court. The Monitor views this request as reasonable and supports such relief in these circumstances and notes that substantial financial information concerning the Just Energy Entities has been made publicly available through the CCAA Proceedings.

Repatriation of Cash and Intercompany Transfers

61. As described in the Carter Affidavit, the Just Energy Entities previously made certain intercompany payments and advances, which the Monitor understands include the following:

(a) In August 2018, Just Energy subscribed for newly issued shares of Just Energy Financing Holdings Inc. ("**JE Finance**") (one of its Canadian subsidiaries) in the amount of US$235 million;

(b) JE Finance then advanced US$235 million to Just Energy (Finance) Hungary ZRT ("**Just Energy Hungary**") by way of a convertible, non-interest bearing loan, payable on demand (the "**Convertible Loan**"); and

(c) Just Energy Hungary then advanced US$235 million to Just Energy U.S. (the "**Just Energy U.S. Loan**").

62. As a pre-emptive measure in the event that the Canadian Just Energy Entities require liquidity to fund their ongoing operations within the CCAA Proceedings, the Just Energy Entities are seeking authorization for Just Energy to repatriate funds on an "as needed" basis to Canada. The Canadian Just Energy Entities currently have sufficient liquidity to fund their operations, however, they are concerned that they may be required to post additional cash collateral or letters of credit which would deplete available liquidity in Canada. Further, the DIP Facility is fully drawn with the result that there are no available funds remaining thereunder.

63. The proposed repatriation of funds is to be affected through a repayment of the Just Energy U.S. Loan by Just Energy U.S. to Just Energy Hungary, and a subsequent repayment of the Convertible Loan by Just Energy Hungary to JE Finance. The Monitor understands that the proposed structure for the repayment of the intercompany indebtedness is tax efficient, which is in the best interest of all stakeholders.

64. The above transactions would provide necessary liquidity to Just Energy and its Canadian subsidiaries for their ongoing operations and restructuring efforts. Without such transactions, going concern value may be lost. For this reason, the Monitor supports this relief sought by the Just Energy Entities.

Extension of the Stay Period

65. The Stay Period will expire on June 4, 2021, and the Applicants are seeking an extension to the Stay Period up to and including September 30, 2021.

66. The Monitor supports extending the Stay Period to September 30, 2021 for the following reasons:

(a) during the proposed extension of the Stay Period, the Just Energy Entities will have an opportunity to consider and develop their restructuring process in an effort to achieve a going concern solution in consultation with the Financial Advisor, the Monitor and other key stakeholders;

(b) the Monitor is of the view that the proposed extension to the Stay Period is necessary to give the Just Energy Entities the flexibility required in order to have the best possible chance to implement a successful restructuring;

(c) as indicated by the Cash Flow Forecast, Just Energy Entities are forecast to have sufficient liquidity to continue operating in the ordinary course of business during the requested extension of the Stay Period;

(d) no creditor of the Just Energy Entities would be materially prejudiced by the extension of the Stay Period; and

(e) in the Monitor's view, the Just Energy Entities have acted in good faith and with due diligence in the CCAA Proceedings since the Filing Date.

CONCLUSION

67. The Monitor is of the view that the relief requested by the Just Energy Entities pursuant to the proposed May Stay Extension Order and Second A&R Initial Order is necessary, reasonable and justified in the circumstances.

68. Accordingly, the Monitor respectfully recommends that the Just Energy Entities' request for the proposed relief be granted.

The Monitor respectfully submits to the Court this Second Report dated this 21st day of May, 2021.

FTI Consulting Canada Inc.,
in its capacity as Court-appointed Monitor of
Just Energy Group Inc. et al., and not in its
personal or corporate capacity

Paul Bishop

____

Per: Paul Bishop
Senior Managing Director

APPENDIX “A”

Cash Flow Forecast

Weeks Ending Saturday		5/8/21	5/15/21	5/22/21	5/29/21	6/5/21	6/12/21	6/19/21	6/26/21	7/3/21	7/10/21	7/17/21	7/24/21	7/31/21	8/7/21	8/14/21	8/21/21	8/28/21	9/4/21	9/11/21	9/18/21	9/25/21	10/2/21	Through
(CAD$ in millions)		Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	10/2/21
Forecast Week		**Wk 1**	**Wk 2**	**Wk 3**	**Wk 4**	**Wk 5**	**Wk 6**	**Wk 7**	**Wk 8**	**Wk 9**	**Wk 10**	**Wk 11**	**Wk 12**	**Wk 13**	**Wk 14**	**Wk 15**	**Wk 16**	**Wk 17**	**Wk 18**	**Wk 19**	**Wk 20**	**Wk 21**	**Wk 22**	**Total**
RECEIPTS																								
Sales Receipts	[1]	$47.7	$41.8	$59.7	$54.2	$37.8	$37.8	$41.1	$54.3	$49.3	$40.1	$45.4	$56.8	$52.4	$49.1	$48.7	$58.0	$60.2	$51.8	$44.8	$49.6	$64.4	$53.7	$1,098.8
Miscellaneous Receipts	[2]	-	-	-	-	3.8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3.8
Total Receipts		$47.7	$41.8	$59.7	$54.2	$41.6	$37.8	$41.1	$54.3	$49.3	$40.1	$45.4	$56.8	$52.4	$49.1	$48.7	$58.0	$60.2	$51.8	$44.8	$49.6	$64.4	$53.7	$1,102.6
DISBURSEMENTS																								
Operating Disbursements																								
Energy and Delivery Costs	[3]	($49.8)	($20.9)	($62.6)	($78.7)	($10.7)	($10.7)	($13.3)	($135.0)	($16.8)	($10.5)	($15.3)	($49.7)	($108.3)	($17.1)	($10.6)	($59.6)	($89.5)	($14.3)	($11.9)	($9.1)	($123.9)	($27.9)	($946.2)
ERCOT Resettlements		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payroll	[4]	(3.3)	-	(4.1)	-	(3.0)	-	(3.2)	-	(3.0)	-	(3.2)	-	(3.0)	-	(3.2)	-	(3.0)	-	(5.4)	(2.9)	(3.0)	-	(40.2)
Taxes	[5]	(0.4)	(2.0)	(5.2)	(9.7)	-	(0.0)	-	(5.2)	-	-	(0.0)	(6.0)	(4.9)	-	(0.1)	(8.1)	(0.7)	(0.6)	-	-	(6.4)	(2.1)	(51.3)
Commissions	[6]	(1.4)	(1.2)	(2.3)	(4.5)	(0.9)	(0.7)	(1.9)	(3.8)	(1.1)	(0.7)	(1.2)	(4.7)	(0.7)	(1.0)	(0.8)	(1.9)	(4.0)	(1.3)	(0.7)	(1.8)	(4.2)	(0.7)	(41.2)
Selling and Other Costs	[7]	(4.4)	(4.0)	(4.2)	(3.8)	(3.2)	(3.3)	(3.5)	(3.3)	(3.9)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.4)	(3.9)	(78.5)
Total Operating Disbursements		($59.4)	($28.2)	($78.5)	($96.6)	($17.8)	($14.7)	($21.9)	($147.2)	($24.8)	($14.5)	($23.2)	($63.7)	($120.3)	($21.5)	($18.1)	($73.0)	($100.5)	($19.5)	($21.4)	($17.1)	($140.8)	($34.6)	($1,157.5)
OPERATING CASH FLOWS		($11.7)	$13.6	($18.7)	($42.4)	$23.8	$23.1	$19.2	($92.9)	$24.5	$25.6	$22.1	($7.0)	($67.9)	$27.6	$30.6	($15.0)	($40.3)	$32.3	$23.4	$32.4	($76.4)	$19.1	($54.9)
Financing Disbursements																								
Credit Facility - Borrowings / (Repayments)	[8]	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest Expense & Fees	[9]	(1.6)	-	-	-	(1.3)	(0.3)	-	-	(8.5)	-	-	-	-	(1.5)	-	-	-	(1.2)	(0.3)	-	-	(7.6)	(22.3)
Restructuring Disbursements																								
Professional Fees	[10]	(1.1)	(0.5)	(1.4)	(0.6)	(0.5)	(0.5)	(1.1)	(0.9)	(0.5)	(0.5)	(1.1)	(0.9)	(0.4)	(0.4)	(0.4)	(1.5)	(0.5)	(0.4)	(0.4)	(1.1)	(0.9)	(0.5)	(16.1)
NET CASH FLOWS		**($14.5)**	**$13.1**	**($20.2)**	**($42.9)**	**$22.1**	**$22.3**	**$18.1**	**($93.9)**	**$15.6**	**$25.1**	**$21.1**	**($7.9)**	**($68.3)**	**$25.6**	**$30.1**	**($16.5)**	**($40.8)**	**$30.7**	**$22.7**	**$31.4**	**($77.3)**	**$11.1**	**($93.3)**
CASH																								
Beginning Balance		$213.3	$203.8	$216.9	$196.8	$153.9	$175.9	$198.2	$216.4	$122.5	$138.1	$163.2	$184.2	$176.4	$108.0	$133.6	$163.7	$147.3	$106.5	$137.2	$159.8	$191.2	$113.9	$213.3
Net Cash Inflows / (Outflows)		(14.5)	13.1	(20.2)	(42.9)	22.1	22.3	18.1	(93.9)	15.6	25.1	21.1	(7.9)	(68.3)	25.6	30.1	(16.5)	(40.8)	30.7	22.7	31.4	(77.3)	11.1	(93.3)
Other (FX)		5.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.0
ENDING CASH		**$203.8**	**$216.9**	**$196.8**	**$153.9**	**$175.9**	**$198.2**	**$216.4**	**$122.5**	**$138.1**	**$163.2**	**$184.2**	**$176.4**	**$108.0**	**$133.6**	**$163.7**	**$147.3**	**$106.5**	**$137.2**	**$159.8**	**$191.2**	**$113.9**	**$125.0**	**$125.0**
BORROWING SUMMARY																								
DIP Facility Credit Limit		$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	$157.5	
DIP Draws		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DIP Principal Outstanding		157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	157.5	
DIP Availability		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

1. Sales Receipts include collections from the Company's residential and commercial customers for the sale of energy, which primarily consists of electricity and natural gas, inclusive of sales tax. The sales forecast is based on historical sales patterns, seasonality, and management's current expectations.
2. Miscellaneous receipts reflect forecasted tax refunds and other receipts not sent from customers.
3. Energy & Delivery costs reflect the purchase of energy from suppliers and the cost of delivery and transmission to the Company's customers.
4. Payroll disbursements reflect the current staffing levels and recent payroll amounts, inclusive of payroll taxes and any payments associated with the Company's bonus programs.
5. Taxes reflect the remittance of sales taxes collected from customers and the Company's corporate income taxes.
6. Commissions include fees paid to customer acquisition contractors and suppliers.
7. Selling and Other Costs include selling, general, and administrative payments.
8. The Credit Facility Borrowings / (Repayments) show borrowings and repayments under the Company's credit facilities.
9. Interest expenses & fees include interest and fees on the Company's credit and LC facilities.
10. Professional Fees include fees for the Company's counsel and investment banker, the Monitor, the Monitor's Counsel, the DIP lenders' professionals, and fees for Lender Support and Certain Commodity Support Agreements.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF **JUST ENERGY GROUP INC. et al**
(each, an "**Applicant**", and collectively, the "**Applicants**")

Court File No. CV-21-00658423-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceedings commenced at Toronto

SECOND REPORT OF THE MONITOR

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