Court of Appeal File No. COA-24-OM-0342
Superior Court File No. CV-21-00658423-00CL

COURT OF APPEAL FOR ONTARIO

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 14487893 CANADA INC.

Respondent
Moving Party

MOTION RECORD OF THE PROPOSED APPELLANT, HAIDAR OMARALI

(Motion for Leave to Appeal, Returnable in Writing)

VOLUME 2 OF 3

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THIS IS EXHIBIT R REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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

Just Energy Group Inc. et al.

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

February 4, 2022

F T I
CONSULTING

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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., 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**")

FIFTH 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 (the "**Stay of Proceedings**") was granted until March 19, 2021 (the "**Stay Period**");

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

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

(d) a debtor-in-possession interim financing facility was approved 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 and Alter Domus (US) LLC, 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; and (B) each Commodity/ISO Supplier that executed a Qualified Support Agreement in an amount equal to the value of the Priority Commodity/ISO Obligations.

3. 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.*

4. On March 19, 2021, at the comeback hearing in the CCAA Proceedings, the Court granted the Amended and Restated Initial Order (the "**First A&R Initial Order**"), that, among other things:

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

(b) approved a key employee retention plan ("**KERP**") and an associated charge as security for payments under the KERP in respect of certain key employees of the Applicants deemed critical to the continued operation and stability of the Just Energy Entities;

(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 and subject to the terms of the Definitive Documents.

5. 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 First A&R Initial Order in the United States, as may be further amended by the Court from time to time.

6. On May 26, 2021, the Court granted the Second Amended and Restated Initial Order (the "**Second A&R Initial Order**") that, among other things:

(a) amended 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;

(b) amended the definition of "Commodity Agreement" to include contracts entered into by a Just Energy Entity for protection against fluctuations in foreign currency exchanges rates; and

(c) amended 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.

7. A copy of the Second A&R Initial Order is attached hereto as **Appendix "A"**.

8. Also on May 26, 2021, the Court granted an Order that, among other things, (a) extended the Stay Period to September 30, 2021, and (b) authorized, but did not obligate, Just Energy (U.S.) Corp. 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 was permitted to be by way of repayment of certain intercompany indebtedness, including interest.

9. On September 15, 2021, the Court granted the Claims Procedure Order (the "**Claims Procedure Order**") that approved the claims process for the identification, quantification, and resolution of Claims (as defined in the Claims Procedure Order) as against the Just Energy Entities and their respective directors and officers (the "**Claims Procedure**"). Additionally, on September 15, 2021, the Court granted an Order that, among other things, extended the Stay Period to December 17, 2021.

10. On November 10, 2021, the Court granted an Order that, among other things, (i) authorized the Just Energy Entities to enter into the Fifteenth Amendment to the DIP Term Sheet (with amendments 1-14 having been amendments to certain milestone deadlines set out therein approved via email); (ii) approved the JE Finance Transaction (as defined therein); (iii) approved a second KERP; and (iv) extended the Stay Period to February 17, 2022.

11. Pursuant to an order dated November 10, 2021 (the "**ecobee Support Agreement Order**"), the Court authorized (i) Just Management Corp. ("**JMC**") to enter into a

support agreement with Generac to vote in favour of the ecobee Transaction (as such terms are defined below) (the "**Support Agreement**"), (ii) the completion of certain restructuring steps proposed to be taken by the Just Energy Entities to ensure that the sale of stock owned by JMC could be completed in a tax efficient manner, and (iii) the sale of the ecobee shares held by Just Energy as a result of the ecobee Transaction.

12. All references to monetary amounts in this Fifth Report of the Monitor (the "**Fifth Report**") are in Canadian dollars unless otherwise noted. Any capitalized terms not otherwise defined herein have the meanings attributed to them in the Second A&R Initial Order.

13. Further information regarding the CCAA Proceedings, including 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**").

14. 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

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

(a) the Monitor's activities since the Monitor's Fourth Report to the Court dated November 5, 2021, and the supplement thereto dated November 9, 2021 (together, the "**Fourth Report**");

(b) certain energy-related legislative developments in the state of Texas, including an update on House Bill 4492, and their impact on the Just Energy Entities;

(c) the Just Energy Entities' restructuring initiatives;

(d) the Claims Procedure;

(e) an update on the ecobee Transaction (as defined below);

(f) the Monitor's views in respect of the motion for advice and direction (the "**Donin/Jordet Motion**") filed by Canadian counsel to U.S. counsel for Fira Donin and Inna Golovan in their capacity as proposed representative plaintiffs in *Donin et al. v. Just Energy Group Inc. et al.* (the "**Donin Action**") and Trevor Jordet, in his capacity as proposed representative plaintiff in *Jordet v. Just Energy Solutions Inc.* (the "**Jordet Action**" and together with the Donin Action, the "**Donin/Jordet Actions**"); and

(g) the Just Energy Entities' actual cash receipts and disbursements for the 13-week period ending January 29, 2022, and a comparison to the cash flow forecast attached as Appendix "A" to the Fourth Report, along with an updated cash flow forecast for the period ending March 12, 2022;

(h) the relief sought by the Applicants in their proposed Order (the "**Proposed Order**"), which includes extending the Stay Period to March 4, 2022; and

(i) the Monitor's views in respect of the foregoing, as applicable.

TERMS OF REFERENCE AND DISCLAIMER

16. In preparing this Fifth 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**").

17. Except as otherwise described in this Fifth 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 Fifth Report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*.

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

19. The Monitor has prepared this Fifth Report to provide information to the Court in connection with the relief requested by the Applicants and in response to the Donin/Jordet Motion. The Fifth Report should not be relied on for any other purpose.

MONITOR'S ACTIVITIES SINCE THE FOURTH REPORT

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

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

(b) participating in regular discussions with the Just Energy Entities, their respective legal counsel and other advisors regarding, among other things, the CCAA Proceedings, the Just Energy Entities' restructuring initiatives, the Claims Procedure, communications with stakeholders and business operations;

(c) in consultation with the Just Energy Entities, administering the Claims Procedure, reviewing and recording filed Claims, and issuing Notices of Revision or Disallowance (as each term is defined in the Claims Procedure Order) and where applicable, notifying creditors of accepted Claims;

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

(e) assisting the Just Energy Entities to update and extend their cash flow forecasts;

(f) working with and providing input to the Just Energy Entities and other stakeholders to assist with the development of a plan of compromise or arrangement and related draft documents;

(g) working with the Just Energy Entities, their advisors, and the Monitor's counsel, as applicable, to, among other things:

  (i) provide stakeholders with financial and other information;

  (ii) assist the Just Energy Entities in furthering their analysis and considerations with respect to possible exit strategies from the CCAA Proceedings and restructuring plan, including assisting with the preparation of related cash flow forecasts and presentations; and

  (iii) ensure compliance with the requirements of regulators in applicable jurisdictions;

(h) attending meetings of the Board of Directors of Just Energy, and various committees thereof;

(i) responding to many creditor and other stakeholder inquiries regarding the Claims Procedure and the CCAA Proceedings generally;

(j) posting monthly reports on the value of the Priority Commodity/ISO Obligations to the Monitor's Website in accordance with the terms of the Second A&R Initial Order;

(k) maintaining the service list for the CCAA Proceedings with the assistance of counsel for the Monitor, a copy of which is posted on the Monitor's Website; and

(l) preparing this Fifth Report.

TEXAS LEGISLATIVE DEVELOPMENTS

21. As discussed in the Fourth Report, the Governor of Texas signed House Bill 4492 ("**HB 4492**") on June 16, 2021, which provides a mechanism for the partial recovery of costs incurred by certain Texas energy market participants, including certain of the Just Energy Entities, during the Texas weather event in February 2021.

22. HB 4492 addresses the securitization of (i) ancillary service charges above the system-wide offer cap of US$9,000/MWh during the weather event; (ii) reliability deployment price adders charged by the Electric Reliability Council of Texas, Inc. ("**ERCOT**") during the weather event; and (iii) non-payment of amounts owed to ERCOT due to defaults by competitive market participants, resulting in short payments to market participants, including Just Energy (collectively, the "**Costs**").

23. The Just Energy Entities had previously advised the Monitor that they anticipated recovering at least US$100 million of the Costs from ERCOT. The Just Energy Entities have continued to monitor and evaluate the potential benefits and impact of HB 4492 and, in a press release dated December 9, 2021, announced that their expected recovery from ERCOT of the Costs has increased to approximately US$147.5 million based on ERCOT's calculations filed with the Public Utility Commission of Texas, representing an increase of US$47.5 million over the previous estimate.

UPDATE ON RESTRUCTURING EFFORTS OF THE JUST ENERGY ENTITIES

24. The Just Energy Entities with the assistance of their counsel and the Financial Advisor, in consultation with the DIP Lenders (in their capacity as such, and in their capacity as assignee of the secured Claim asserted by BP Energy Company and its affiliates, and the sponsor in connection with the Recapitalization Plan (as defined below)), the Credit Facility Lenders, Shell, the lenders under the non-revolving term loan established pursuant to the Term Loan Agreement as part of the Applicants' 2020 balance sheet recapitalization transaction (the "**Term Loan Lenders**"), and their respective legal and financial advisors, have made significant progress in developing a recapitalization term sheet (the "**Recapitalization Term Sheet**") that provides for the recapitalization of the Just Energy Entities and their respective businesses via a plan of compromise or arrangement (the "**Recapitalization Plan**").

25. The Recapitalization Term Sheet and Recapitalization Plan are intended to facilitate emergence from the CCAA Proceedings, preserve the going concern value of the business, maintain customer relationships, and preserve employment and critical vendor and regulator relationships – all for the benefit of the Just Energy Entities' stakeholders.

26. To provide sufficient time to advance these restructuring efforts, and finalize the Recapitalization Term Sheet and Recapitalization Plan, the Just Energy Entities have negotiated extensions to certain milestone deadlines provided for in the DIP Term Sheet including the following:

  (a) February 10, 2022 – deadline for delivery of the settled Recapitalization Term Sheet, which will form the basis of the Recapitalization Plan;

  (b) February 17, 2022 – deadline for the Court to grant an order approving one or more meetings for a vote on the Recapitalization Plan and related materials (the "**Meeting Order**"), if applicable, and February 22, 2022, being the deadline to mail the meeting materials;

  (c) March 15, 2022 – deadline for the U.S. Court to recognize the Meeting Order, if applicable;

  (d) March 30, 2022 – deadline for the meeting(s) to vote on the Recapitalization Plan, if applicable;

  (e) April 7, 2022 – deadline for the Court to grant an order approving and sanctioning the Recapitalization Plan, if applicable; and

  (f) April 21, 2022 – deadline for U.S. Court to enter an order recognizing the order approving and sanctioning the Recapitalization Plan, if applicable.

27. The Just Energy Entities and the Monitor are hopeful that agreement on the Recapitalization Term Sheet and Recapitalization Plan can be reached in the near future. To this end, the Monitor understands that the Just Energy Entities intend to bring a motion before the Court returnable on March 3, 2022, to seek the authority to file the Recapitalization Plan and request that the Court grant the Meeting Order. The Monitor will comment on the Meeting Order and Recapitalization Plan in a future report to the Court. The Monitor notes that March 3, 2022 is after the milestone dates currently established for the Meeting Order. The Monitor understands that it is the intention of the Just Energy Entities to negotiate for an extension of the applicable milestone.

UPDATE ON CLAIMS PROCEDURE

Claims Procedure Overview

28. As noted in the Monitor's Third Report to the Court dated September 8, 2021 (a copy of which is available on the Monitor's Website), the Just Energy Entities, in consultation with the Monitor and the Claims Agent, developed the Claims Procedure to determine the nature, quantum, and validity of Claims against the Just Energy Entities and their Directors and Officers in a flexible, fair, comprehensive, and expeditious manner. Subject to certain exceptions, the deadline to file a Proof of Claim or a Notice of Dispute of Claim (in the case of Negative Notice Claimants) was November 1, 2021 (Toronto time) (the "**Claims Bar Date**"). For the purpose of this section, any capitalized terms not defined herein have the meanings ascribed thereto in the Claims Procedure Order.

29. The Claims Procedure Order incorporated a negative notice claims process for known and quantified Claims generally, while all other Claimants not included within the definition of "Negative Notice Claimant" were required to file a Proof of Claim. To the extent that a party received a Statement of Negative Notice Claim and failed to file a Notice of Dispute of Claim, the Negative Notice Claimant's Claim was deemed to be the amount set forth in the Statement of Negative Notice Claim.

30. Pursuant to noticing requirements and obligations of the Monitor contained within the Claims Procedure Order, the Monitor, with the assistance of the Claims Agent and the Just Energy Entities, has:

    (a) issued approximately 1,000 Negative Notice Claims Packages to 835 Negative Notice Claimants;

    (b) issued approximately 15,100 General Claims Packages to: (i) each person on the Service List (except Persons that are likely to assert only Excluded Claims); (ii) any Person who has requested a Proof of Claim and was not sent a Statement of Negative Notice Claim; (iii) any Person known to the Just Energy Entities or the Monitor as having a potential Claim that is not captured in any Statement of Negative Notice Claim; and (iv) any Person with a Claim arising out of the

restructuring, disclaimer, termination or breach on or after the Filing Date of any contract, lease or other agreement;

(c) issued approximately 3,700 notices advising of the existence of the Claims Procedure (which contained instructions for accessing a General Claims Package) to all active vendors of the Just Energy Entities listed in their books and records but not having any known Claims against the Just Energy Entities;

(d) caused the Notice to Claimants to be published on September 21, 2021, in the following printed publications: (i) the Global and Mail (National Edition); (ii) the Wall Street Journal; (iii) the Houston Chronicle; and (iv) the Dallas Morning News;

(e) posted all relevant documents with respect to the Claims Procedure on the Monitor's Website, including, but not limited to (i) the Notice to Claimants, (ii) the General Claims Package, (iii) a blank Notice of Dispute of Claim form, (iv) a blank Proof of Claim form, and (v) a blank D&O Proof of Claim form;

(f) received, reviewed, recorded and categorized all Notices of Dispute of Claim and Proofs of Claim that were received before, on, or after the Claims Bar Date;

(g) issued several Notices of Revision or Disallowance in respect of disallowed Claims prepared by the Applicants, in consultation with the Monitor;

(h) notified creditors of certain Claims accepted by the Just Energy Entities in consultation with the Monitor;

(i) engaged in numerous discussions and correspondence with various creditors that filed duplicative, erroneous, or marker claims to have such Claims withdrawn by the Claimant, where appropriate; and

(j) consulted with certain of the Consultation Parties in respect of certain Claims, as authorized pursuant to paragraph 41 of the Claims Procedure Order.

31. The Monitor has also engaged with numerous stakeholders in respect of questions that have arisen in respect of their Negative Notice Claims Package and the Claims Procedure generally.

32. The Just Energy Entities, with assistance from and in consultation with the Monitor, are in the process of completing a review of the Notices of Dispute of Claim and Proofs of Claim received, and are actively working to review, investigate, and/or resolve the various Claims as applicable.

Overview of Claims

33. Statements of Negative Notice Claim were issued to 835 Claimants, of which 15 subsequently submitted a Notice of Dispute of Claim. Additionally, there were 515 Claimants who submitted a Proof of Claim.

34. A summary of the Claims segregated by Statement of Negative Notice Claim, Notice of Dispute of Claim, Proof of Claim and category of claim, is presented in the table below. Please note that the amounts presented are inclusive of potential duplicate and/or erroneous claims and represent the total Claims recorded by the Monitor.

Category	Statement of Negative Notice		Notice of Dispute of Claim		Proof of Claim		Total Claims		
	Secured	Unsecured	Secured	Unsecured	Secured	Unsecured	Secured	Unsecured	TOTAL
(amounts stated in millions of CAD)									
Funded Debt	$ 331	$ 289	-	$ 13	-	-	$ 331	$ 302	**$ 633**
Commodity & Financial	472	2	2	-	377	2	852	3	**855**
Litigation	-	-	-	-	-	10,015	-	10,015	**10,015**
Tax & Unclaimed Property	-	5	-	-	0	90	0	95	**95**
Trade & Other	-	8	-	0	26	490	26	498	**524**
D&O	-	-	-	-	-	1,545	-	1,545	**1,545**
Total Claims Pool (Exl. Withdrawn & Rescinded Claims)	**804**	**304**	**2**	**14**	**403**	**12,140**	**1,209**	**12,458**	**13,667**
Withdrawn & Rescinded Claims	-	0	-	0	-	994	-	994	**994**
Total Claims Received	**$ 804**	**$ 304**	**$ 2**	**$ 14**	**$ 403**	**$ 13,134**	**$ 1,209**	**$ 13,452**	**$ 14,661**

35. The following provides an overview of the types of Claims contained within each category:

(a) Funded Debt: Funded Debt claims total approximately $633 million and include all aggregate claims that relate to the Credit Facility Lenders, the Term Loan Lenders, and the Claims of the Noteholders;

(b) Commodity & Financial: Commodity & Financial claims total approximately $855 million and include all aggregate Claims of Commodity Suppliers as well as Claims relating to financial hedges or the purchase of renewable energy certificates;

(c) Litigation: Litigation claims total approximately $10,015 million and include all aggregate Claims pertaining to on-going and settled litigation;

(d) Tax & Unclaimed Property: Tax & Unclaimed Property claims total approximately $95 million and include all aggregate Claims of various government bodies for taxes owing at the local, state/province, and/or federal level, and also includes all claims with respect to unclaimed property owed to various U.S. states. For the Just Energy Entities, unclaimed property typically represents cheques issued prior to each state's established dormancy period, which represents the date by which a payee must deposit a cheque – generally 2 or more years;

(e) Trade & Other: Trade & Other claims total approximately $524 million and include all aggregate Claims of trade vendors, IT vendors, former employees, commission vendors, landlords and other. In this category, it is estimated that there are approximately $435 million of Claims that are duplicative, which could reduce the total Claims to be resolved to approximately $89 million if such Claims are withdrawn or successfully resolved; and

(f) D&O Claims: D&O Claims include all Claims filed against the Directors and Officers of the Just Energy Entities. Approximately 302 D&O Proofs of Claim (including 193 "marker claims") were recorded totaling approximately $1,545 million. The Monitor understands that all of these D&O Claims are disputed by the Just Energy Entities. In fact, approximately $1,436 million of these claims have now been disallowed by the Just Energy Entities, in consultation with the Monitor, and pursuant to which the deadline to file a Notice of Dispute has lapsed, resulting in $109 million of D&O Claims remaining to be resolved.

36. As of January 31, 2022, secured claims initially recorded by the Monitor total approximately $1,209 million, which is comprised primarily of the Just Energy Entities secured funded debt obligations and other secured supplier obligations pursuant to the

Intercreditor Agreement. Based on the review of secured claims completed by the Just Energy Entities and the Monitor and subject to final resolution of all secured claims, if necessary, pursuant to the Claims Procedure Order, it is estimated that there are approximately $309 million of secured claims that are potentially duplicative or erroneous, which would reduce the total secured claims to be resolved to approximately $900 million if such Claims are withdrawn or successfully resolved.

37. As of January 31, 2022, unsecured claims initially recorded by the Monitor total approximately $13,452 million. Counsel for each of the Plaintiffs in the Donin Action and the Jordet Action filed a Proof of Claim each in the amount of US$3,662 million, or approximately $4,615 million (together, the "**Donin/Jordet Claims**"). Based on the review of unsecured claims completed by the Just Energy Entities and the Monitor and subject to final resolution of all unsecured claims, if necessary, pursuant to the Claims Procedure Order, it is estimated that there are approximately $6,362 million of unsecured claims recorded (including one of the contingent Donin/Jordet Claims in the amount mentioned above) that are duplicative or erroneous. Net of withdrawn and rescinded claims of $994 million and if the estimated duplicative or erroneous Claims of $6,362 million are withdrawn or successfully resolved, the total unsecured Claims to be resolved would be approximately $6,096 million.

38. The Just Energy Entities, with the assistance of the Monitor, are working to facilitate the voluntary withdrawal of duplicate and erroneous Claims submitted in an expeditious manner where possible. As of January 31, 2022, approximately $994 million of Claims have been withdrawn or rescinded. Of the $14,661 million total Claims received less withdrawn and rescinded Claims of $994 million, the total remaining Claims pool is $13,667.

39. In addition to the dollar value Claims listed in the above table and D&O "marker claims", there are an additional 275 Proofs of Claim which are recorded as "marker claims" for amounts yet to be determined. Of these "marker claims", 261 Proofs of Claim pertain to Claims filed by individuals who have sought to assert tort and/or similar Claims against the Just Energy Entities in relation to the Texas weather event. The

Monitor understands that all of these Claims are disputed by the Just Energy Entities. The remaining 14 "marker claims" generally pertain to Claims filed by certain governmental organizations and taxation bodies. The Just Energy Entities, in consultation with the Monitor, are working to determine and resolve these Claims.

40. The Monitor received 21 Claims totaling approximately $9 million after the applicable Claims Bar Date (the "**Late-Filed Claims**"). The Monitor and the Just Energy Entities are in the process of reviewing the Late-Filed Claims. To the extent any further late-filed claims are submitted, the Just Energy Entities, in consultation with the Monitor, will assess those claims in light of the circumstances existing at that time.

41. The Just Energy Entities, in consultation with the Monitor, continue to assess the nature, quantum and validity of the Claims with a view to either accepting or disputing each Claim based on its merits. The Monitor will provide an update regarding the status of the Claims in a future report.

UPDATE ON ECOBEE TRANSACTION

42. As discussed in the Fourth Report, it was announced on November 1, 2021 that ecobee Inc. ("**ecobee**"), a private company in which JMC owned approximately an 8% equity interest, had agreed to sell all of its issued and outstanding shares (the "**ecobee Transaction**") to 13462234 Canada Inc. ("**Generac**"), a wholly-owned subsidiary of Generac Power Systems, Inc., which is in turn a wholly-owned subsidiary of Generac Holdings Inc. ("**Generac Holdings**"). Generac Holdings stock trades on the New York Stock Exchange under the symbol GNRC. The sale was intended to be effected pursuant to a court approved arrangement under the *Canada Business Corporations Act*.

43. As consideration for the ecobee Transaction, Generac agreed to pay to the sellers of the ecobee shares US$200 million cash on closing, subject to customary adjustments, and US$450 million in Generac Holdings common stock. Additionally, upon achievement of certain performance targets between closing of the transaction and June 30, 2023, the sellers may receive a further amount up to an aggregate of US$120 million in shares of Generac Holdings common stock.

44. Subsequent to the issuance of the ecobee Support Agreement Order, the Just Energy Entities entered into the Support Agreement with Generac and voted in favour of the ecobee Transaction.

45. The ecobee Transaction closed on or around December 1, 2021. At closing, the Just Energy Entities received approximately $16 million in cash, which was net of certain adjustments totalling approximately $2 million, and approximately 80,281 common shares of Generac Holdings common stock. Commencing on December 7 through December 20, 2021, as authorized pursuant to the ecobee Support Agreement Order, the Just Energy Entities monetized the common shares of Generac Holdings common stock received for cash proceeds of $29 million, resulting in a combined total cash and share sale proceeds realized of $45 million.

DONIN/JORDET MOTION

Background

46. As mentioned above, the Donin/Jordet Motion was filed by the plaintiffs in the Donin Action and the Jordet Action (collectively, the "**Plaintiffs**"), who purport to represent a class of putative claimants. The Plaintiffs submitted two overlapping claims against the Just Energy Entities each in the amount of approximately US$3.66 billion, or US$7.32 billion combined, based on the proposed and uncertified class actions. The Monitor understands that the Plaintiffs are only claiming US$3.66 billion for the two overlapping claims, notwithstanding the fact that two duplicative claims were submitted, and that the Plaintiffs acknowledge that the damages calculation of US$3.66 billion is a joint and composite damages claim encompassing both the Donin Action and the Jordet Action.

47. The Donin Action claims damages on behalf of a putative class of "all Just Energy customers in the United States […] who were charged a variable rate for their energy at any time from [applicable statute of limitations period] to the date of judgment". The Jordet Action claims damages on behalf of a putative class of all "Just Energy customers charged a variable rate for residential natural gas services by Just Energy from April 2012 to present".

48. The Donin Action was filed against Just Energy and Just Energy New York Corp., and the Jordet Action was filed against Just Energy Solutions, Inc.

49. In both the Jordet Action and the Donin Action, the only claims that remain are allegations that the applicable Just Energy Entities' actions breached contractual provisions to consider "business and market conditions" and breached the implied covenant of good faith when it charged rates that were more than the local utility rate for natural gas and (in the case of the Donin Action only) electricity. All other causes of action asserted in the Donin/Jordet Actions were dismissed as part of summary dismissal orders issued by the New York Courts dated September 24, 2021 (in the Donin Action) and December 7, 2021 (in the Jordet Action).

50. In accordance with the Claims Procedure Order, counsel for each of the Plaintiffs in the Donin Action and the Jordet Action filed the Donin/Jordet Claims, which are appended as Exhibits F and G, respectively, to the Affidavit of Robert Tannor sworn January 17, 2022 (the "**Tannor Affidavit**") included in the Donin/Jordet Motion. Upon review of the Donin/Jordet Claims, and in consultation with the Monitor, the Just Energy Entities prepared Notices of Disallowance or Revision and disallowed the Donin/Jordet Claims in their entirety for the reasons set out in such notices, which are attached as Exhibits Q and R to the Tannor Affidavit. Further details regarding the basis for the disallowances are set out in the Affidavit of Michael Carter sworn February 2, 2022 (the "**Carter Affidavit**").

Discussions with the Monitor and Responses to Information Requests

51. The Monitor has had several meetings and discussions with U.S. and Canadian counsel representing the Plaintiffs in the Donin/Jordet Actions (collectively, "**Litigation Counsel**"), and a representative of Tannor Capital Management LLC ("**Tannor Capital**"), the Plaintiffs' financial advisor, to discuss the Donin/Jordet Claims. Further, counsel to the Just Energy Entities and the Monitor received a comprehensive list of information requests on December 13, 2021 from Litigation Counsel and Tannor Capital (the "**Information Requests**"). The Information Requests are attached as Exhibit M to the Tannor Affidavit.

52. Although omitted from the Tannor Affidavit, the Monitor, in consultation with the Just Energy Entities, did prepare and provide a comprehensive and detailed response to the Information Requests, despite most of the information being publicly available. The Monitor's responses to the Information Requests were promptly provided to Litigation Counsel and Mr. Tannor on December 23, 2021, a copy of which is attached as Confidential Appendix "G" to the Carter Affidavit.

Donin/Jordet Motion

53. In the Donin/Jordet Motion, the Plaintiffs are seeking an order, among other things, declaring that they are to be unaffected by the CCAA Proceedings. In the alternative, they are seeking, among other things, (a) an order directing the implementation of a litigation schedule and process leading to the final adjudication of the Donin/Jordet Claims prior to any consideration by the Court of any plan of compromise or arrangement put forth by the Just Energy Entities, and (b) an order directing the Just Energy Entities to provide the Plaintiffs with access to any data room and access to information, or in the alternative directing the production of specified documents and information listed.

54. The Monitor does not support the Plaintiffs' request to be treated as unaffected by the CCAA Proceedings. Given the quantum of the Donin/Jordet Claims, the Monitor is of the view that these Claims (and all other litigation claims) must be affected and dealt with as part of the CCAA Proceedings to allow the Just Energy Entities to emerge from these CCAA Proceedings as a successfully restructured business. The Monitor has also been informed by the DIP Lenders (who are also the Plan Sponsor) that under no circumstances will they support a CCAA Plan which leaves these uncertified contingent claims as unaffected. The Plaintiffs are contingent creditors and there is no basis for them to be treated differently than the other contingent creditors in these CCAA Proceedings.

Adjudication Process

55. The Monitor has attempted to facilitate discussions between parties to reach a settlement on a litigation schedule and process to resolve the Donin/Jordet Claims. The Monitor has continued these efforts after the date Litigation Counsel served their motion record. A consensus has not been reached as of the date of this Fifth Report.

56. With respect to the proposed litigation schedule set out in the Donin/Jordet Motion, the Monitor understands that there are several steps that would need to take place prior to the final determination or resolution of the Donin/Jordet Claims, including, without limitation, the following:

    (a) discovery and production in respect of the Jordet Action;

    (b) the exchange of any expert reports;

    (c) a summary judgment motion or motions;

    (d) a class certification hearing prior to a determination on the merits, as the putative class actions are currently uncertified;

    (e) pre-trial steps, such as a pre-trial case conference;

    (f) a trial on the merits; and

    (g) the exercise of any potential appeal rights.

57. Given the complex nature and the early stages of the underlying litigation and size of the claims being alleged, the Monitor is of the view that the adjudication timeline proposed by the Plaintiffs is far too brief and not achievable from the outset. Rather, the Monitor is supportive of a more realistic adjudication schedule spanning approximately twelve months before a Claims Officer, as was proposed by the Just Energy Entities.

58. Further, the Monitor is of the view that it is unreasonable to delay the entire restructuring process of the Just Energy Entities to resolve one outstanding contingent litigation claim.

59. The Just Energy Entities' business is complex and requires diligent, focused management. The CCAA Proceedings have imposed considerable additional demands and responsibilities on management as they combine day to day responsibilities with the pursuit of a restructuring of the Just Energy Entities. In the Monitor's view, seeking adjudication of the Donin/Jordet Claims on the timeline proposed by the Plaintiffs would unduly impede the ability of management and key employees to focus their time and attention on achieving a successful restructuring for the benefit of all stakeholders.

60. Accordingly, the Monitor does not support the proposed adjudication process set forth in the Donin/Jordet Motion.

Information Requests and Recapitalization Plan Discussions

61. With respect to the documents and other information requested by the Plaintiffs, the Monitor intends to work with the Just Energy Entities and the Plaintiffs to facilitate and resolve such outstanding information and document requests as may be reasonable and appropriate in the circumstances.

62. The Plaintiffs have requested to be privy to the Recapitalization Plan discussions. The Monitor understands that only the Just Energy Entities' key stakeholders (which comprise the DIP Lenders, the Credit Facility Lenders, Shell and other key non-contingent creditors including the Term Loan Lenders) are privy to such discussions at this time. Further, the Plaintiffs are contingent uncertified creditors and the Monitor confirms that no contingent litigation creditor is privy to the discussions in respect of the Recapitalization Plan. Rather, the Plaintiffs will have the benefit of reviewing and considering any such Recapitalization Plan when it is put forth to all creditors for consideration. The Monitor notes that it is not a requirement that a debtor in a CCAA proceeding involve all of its creditors when developing a restructuring proposal and does not support the Plaintiffs' request for such involvement.

RECEIPTS AND DISBURSEMENTS FOR THE 13-WEEK PERIOD ENDED JANUARY 29, 2022

63. The Just Energy Entities' actual net cash flow for the 13-week period from October 31, 2021 to January 29, 2022, was approximately $33.9 million worse than the Cash Flow Forecast appended to the Fourth Report (the "**November Cash Flow Forecast**") as summarized below:

(CAD$ in millions)	Forecast	Actuals	Variance
RECEIPTS			
Sales Receipts	$614.2	$599.4	($14.7)
Miscellaneous Receipts	67.6	52.2	(15.3)
Total Receipts	$681.7	$651.7	($30.1)
DISBURSEMENTS			
Operating Disbursements			
Energy and Delivery Costs	($491.3)	($548.3)	($57.0)
ERCOT Resettlements	-	-	-
Payroll	(32.5)	(29.0)	3.5
Taxes	(31.8)	(22.6)	9.2
Commissions	(24.0)	(23.8)	0.3
Selling and Other Costs	(49.9)	(35.4)	14.5
Total Operating Disbursements	($629.5)	($659.1)	($29.6)
OPERATING CASH FLOWS	$52.2	($7.4)	($59.6)
Financing Disbursements			
Credit Facility - Borrowings / (Repayments)	$ -	$ -	$ -
Interest Expense & Fees	(12.8)	(11.0)	1.8
Restructuring Disbursements			
Professional Fees	(10.8)	(14.8)	(4.0)
NET CASH FLOWS	**$28.7**	**($33.2)**	**($61.8)**
CASH			
Beginning Balance	$137.1	$164.7	$27.6
Net Cash Inflows / (Outflows)	28.7	(33.2)	(61.8)
Other (FX)	-	0.4	0.4
ENDING CASH	**$165.8**	**$131.9**	**($33.9)**

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

(a) The unfavourable variance of approximately $14.7 million in Sales Receipts is primarily comprised of the following:

(i) An unfavourable variance of approximately $19.4 million in respect of U.S. residential customers, respectively, related to timing and also related to lower than anticipated energy demand and customer acquisitions;

(ii) A permanent favourable variance of approximately $10.8 million in respect of U.S. commercial customers, primarily driven by the impact of higher market prices on variable rate customer contracts, offset by higher Energy & Delivery Costs; and

(iii) A permanent unfavourable variance of approximately $6.1 million primarily due to lower than forecast Canadian residential and commercial customer billings;

(b) The unfavourable permanent variance of approximately $15.3 million of Miscellaneous Receipts is primarily due to lower than anticipated proceeds from the sale of stock received in the ecobee Transaction due to a decline in the stock price of Generac;

(c) The unfavourable variance of approximately $57 million in respect of Energy and Delivery Costs is primarily driven by the following:

(i) An unfavourable variance of approximately $40.3 million primarily due to higher than forecast commodity and collateral payments related to increased pricing during the period; and

(ii) A permanent unfavourable variance of approximately $16.7 million due to higher than forecasted transportation and delivery payments due in part to higher energy transmission volumes, temporarily increased transportation and delivery rates, and normal course fluctuations;

(d) The favourable variance of approximately $3.5 million in respect of Payroll is due to normal course fluctuations for various payroll tax remittances and sale incentive payments;

(e) The favourable variance of approximately $9.2 million in respect of Taxes is primarily due to the timing of estimated tax payments including 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. This payment will be removed from future forecasts since it is now expected to be resolved as part of the Claims Procedure;

(f) The permanent favourable variance of approximately $0.3 million for Commissions is primarily due to normal course fluctuations related to customer sign-ups and associated commissions;

(g) The favourable timing variance of approximately $14.5 million in respect of Selling and Other Costs is primarily due to lower than forecasted spending rates and to the Just Energy Entities' continued successful negotiation of payment terms and go-forward arrangements with its vendors;

(h) The favourable variance of $1.8 million in respect of Interest Expense & Fees is primarily due to lower than forecast interest and fees owed on the Just Energy Entities' credit facilities; and

(i) The unfavourable timing variance of $4.0 million in respect of Professional Fees is due to higher than forecast payments of professional fee invoices during the current 13-week period primarily resulting from increased services rendered by professionals with respect to the development and negotiation of the Restructuring Plan and adjudication of Claims pursuant to the Claims Procedure.

Reporting Pursuant to the DIP Term Sheet

65. The variances shown and described herein compare the November Cash Flow Forecast, as appended to the Fourth Report, with the actual performance of the Just Energy Entities over the 13-week period noted.

66. 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 May 29, 2021; June 26, 2021; July 24, 2021; August 21, 2021; September 18, 2021; October 16, 2021; November 13, 2021; December 11, 2021; and January 8, 2022. All variances reported were within the permitted variances.

67. 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 DIP Cash Flow Forecasts, which were approved by the DIP Lenders, for the 13-week periods beginning May 30, 2021; June 27, 2021; July 25, 2021; August 22, 2021; September 19, 2021; October 17, 2021; November 14, 2021; December 12, 2021; and January 9, 2022.

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

69. Since the Fourth Report, the Just Energy Entities have complied with their reporting obligations pursuant to the DIP Term Sheet, the Second A&R Initial Order, and other documents including certain support agreements. These reporting obligations during the period included the in-time delivery of the following:

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

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

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

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

(e) Delivery of a Gross Margin Calculation Certificate update quarterly;

(f) Delivery of Consolidated Financial Statements and related documents update quarterly;

(g) Delivery of a Marked to Market Calculation monthly; and

(h) Delivery of Electricity and Natural Gas Portfolio Reports, Hedging Exposure and Supply/Demand Projections quarterly.

CASH FLOW FORECAST FOR THE PERIOD ENDING MARCH 12, 2022

70. The Just Energy Entities, with the assistance of the Monitor, have updated and extended their weekly cash flow forecast for the 6-week period ending March 12, 2022 (the "**February Cash Flow Forecast**"), which encompasses the requested stay extension to March 4, 2022. The February Cash Flow Forecast is attached hereto as **Appendix "B"**, and is summarized below:

(CAD$ in millions)	6-Week Ending March 12, 2022
Forecast Week	**Total**
RECEIPTS	
Sales Receipts	$349.1
Miscellaneous Receipts	-
Total Receipts	$349.1
DISBURSEMENTS	
Operating Disbursements	
Energy and Delivery Costs	($257.3)
Payroll	(15.7)
Taxes	(11.2)
Commissions	(12.0)
Selling and Other Costs	(19.1)
Total Operating Disbursements	($315.3)
OPERATING CASH FLOWS	$33.8
Financing Disbursements	
Credit Facility - Borrowings / (Repayments)	$ -
Interest Expense & Fees	(1.9)
Restructuring Disbursements	
Professional Fees	(8.4)
NET CASH FLOWS	**$23.5**
CASH	
Beginning Balance	$131.9
Net Cash Inflows / (Outflows)	23.5
Other (FX)	-
ENDING CASH	**$155.4**

71. The February Cash Flow Forecast indicates that during the 6-week period ending March 12, 2022, the Just Energy Entities will have operating cash inflows of approximately $33.8 million with total receipts of approximately $349.1 million and total disbursements of approximately $315.3 million, before interest expense and fees of approximately $1.9 million and professional fees of approximately $8.4 million, such that net cash inflows are forecast to be approximately $23.5 million.

72. Generally, the underlying assumptions and methodology utilized in the November Cash Flow Forecast have remained the same for this February Cash Flow Forecast; however, the Monitor notes the following:

(a) The forecast period was extended from the week ending February 19, 2022 to the week ending March 12, 2022;

(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 February Cash Flow Forecast, which include:

(i) Customer cash receipt collection timing and bad debt estimates have been updated based on recent 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 prior period have been carried 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; and

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

73. The February Cash Flow Forecast demonstrates that, subject to its underlying hypothetical and probable assumptions, the Just Energy Entities are forecast to have sufficient liquidity to continue funding their operations during the CCAA Proceedings to March 4, 2022.

STAY EXTENSION

74. The Stay Period will expire on February 17, 2022, and the Applicants are seeking a short extension to the Stay Period up to and including March 4, 2022.

75. The Monitor supports extending the Stay Period to March 4, 2022 for the following reasons:

    (a) during the proposed extension of the Stay Period, the Just Energy Entities will have an opportunity to consider and hopefully finalize the Recapitalization Plan in an effort to achieve a going concern solution in consultation with the Financial Advisor, the Monitor and key stakeholders, including potentially seeking an order from the Court approving a creditors' meeting to vote on same;

    (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 and time required in order to develop and commence steps to implement a successful restructuring;

    (c) as indicated by the February Cash Flow Forecast, the 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.

APPROVAL OF THE ACTIVITIES OF THE MONITOR

76. The Proposed Order also seeks approval of the Fifth Report and the actions, conduct, and activities of the Monitor since the date of Fourth Report.

77. As outlined in the Monitor's previous reports to the Court (all of which are available on the Monitor's Website), the Monitor and its counsel have played, and continue to play, a significant role in the CCAA Proceedings. The Monitor respectfully submits that its actions, conduct, and activities in the CCAA Proceedings since the Fourth Report have been carried out in good faith and in accordance with the provisions of the orders issued therein and should therefore be approved.

CONCLUSION

78. The Monitor is of the view that the relief requested by the Applicants is necessary, reasonable and justified in the circumstances.

79. Accordingly, the Monitor respectfully supports the requested relief in the Proposed Order and recommends that such Order be granted.

80. Further, the Monitor respectfully does not support the relief requested in the Donin/Jordet Motion and recommends that such motion be dismissed.

The Monitor respectfully submits to the Court this Fifth Report dated this 4th day of February, 2022.

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

Per: ______________________________

Paul Bishop
Senior Managing Director

APPENDIX “A”

Second Amended and Restated Initial Order dated May 26, 2021

APPENDIX "A"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY, THE 26TH
	)	
JUSTICE KOEHNEN	)	DAY OF MAY, 2021

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 AMENDED AND RESTATED INITIAL ORDER

(amending the Initial Order dated March 9, 2021, as amended and restated on March 19, 2021)

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the affidavit of Michael Carter sworn March 9, 2021 and the Exhibits thereto (the "**First Carter Affidavit**"), the affidavit of Michael Carter sworn March 16, 2021 and the Exhibits thereto (the "**Second Carter Affidavit**"), the affidavit of Michael Carter sworn March 18, 2021 and the Exhibits thereto (the "**Third Carter Affidavit**"), the affidavit of Margaret Munnelly sworn March 16, 2021 and the Exhibits thereto (the "**Munnelly Affidavit**"), the affidavit of Michael Carter sworn May 19, 2021 and the Exhibits thereto, the pre-filing report of the proposed monitor, FTI Consulting Canada Inc. ("**FTI**"), dated March 9, 2021, the First Report of FTI in its capacity as the Court-appointed monitor of the Applicants (the "**Monitor**") dated March 18, 2021, the Second Report of the Monitor dated May 21, 2021, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and the partnerships listed in Schedule "A" hereto (the "**JE Partnerships**", and collectively with the Applicants, the "**Just Energy Entities**"), the Monitor, Alter Domus (US) LLC (the "**DIP Agent**"), as administrative agent for the lenders (the "**DIP Lenders**") under the DIP Term Sheet (as defined below), the DIP Lenders and such other counsel who were present, and on reading the consent of FTI to act as the Monitor,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

DEFINED TERMS

2. **THIS COURT ORDERS** that capitalized terms that are used in this Order shall have the meanings ascribed to them in Schedule "B" hereto or the First Carter Affidavit, as applicable, if they are not otherwise defined herein.

APPLICATION

3. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies. Although not Applicants, the JE Partnerships shall enjoy the benefits of the protections and authorizations provided by this Order.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "**Plan**")

POSSESSION OF PROPERTY AND OPERATIONS

5. **THIS COURT ORDERS** that the Just Energy Entities shall remain in possession and control of their respective current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the Just Energy Entities shall continue to carry on business in a manner consistent with the preservation of their business (the "**Business**") and Property. The Just Energy Entities shall each be authorized and empowered to continue to retain and employ the employees, contractors, staffing agencies, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that:

(a) the Just Energy Entities shall be entitled to continue to utilize the central cash management system currently in place as described in the First Carter Affidavit or, with the consent of the Monitor, the DIP Agent and the DIP Lenders, replace it with another substantially similar central cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System (a "**Cash Management Bank**") shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Just Energy Entities of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Just Energy Entities, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash

Management System, an unaffected creditor under any Plan with regard to Cash Management Obligations. All present and future indebtedness, liabilities and obligations of any and every kind, nature or description whatsoever to a Cash Management Bank under, in connection with, relating to or with respect to any and all agreements and arrangements evidencing or in respect of treasury facilities and cash management products (including, without limitation, all pre-authorized debit banking services, electronic funds transfer services, overdraft balances, corporate credit cards, merchant services and pre-authorized debits) provided by a Cash Management Bank to any Just Energy Entity, and any unpaid balance thereof, are collectively referred to herein as the "**Cash Management Obligations**";

(b) during the Stay Period (as defined below), no Cash Management Bank shall, without leave of this Court: (i) exercise any sweep remedy under any applicable documentation (provided, for greater certainty, that the cash pooling and zero-balancing account services provided with respect to the JPMorgan accounts held by the U.S. Bank Account Holders may continue in the ordinary course); (ii) exercise or claim any right of set-off against any account included in the Cash Management System, other than set-off permitted pursuant to paragraph 8 against applicable Authorized Cash Collateral solely in respect of any Cash Management Obligations; or (iii) subject to paragraph 6(d)(ii), modify the Cash Management System;

(c) any of the Cash Management Banks may rely on the representations of the applicable Just Energy Entities with respect to whether any cheques or other payment order drawn or issued by the applicable Just Energy Entity prior to, on, or subsequent to the date of this Order should be honoured pursuant to this or any other order of this Court, and such Cash Management Bank shall not have any liability to any party for: (i) relying on such representations by the applicable Just Energy Entities as provided for herein; or (ii) honouring any cheque (whether made before, on or after the date hereof) in a good faith belief that the Court has authorized such cheque or item to be honoured;

(d) (i) those certain existing deposit agreements between the Just Energy Entities and the Cash Management Banks shall continue to govern the post-filing cash management relationship between the Just Energy Entities and the Cash Management Banks, and

that all of the provisions of such agreements shall remain in full force and effect; (ii)(A) changes to the Cash Management System in accordance with the Lender Support Agreement shall be permitted; and (B) the Just Energy Entities, with the consent of the Monitor, the DIP Agent, the majority of the DIP Lenders and the Cash Management Banks may, without further Order of this Court, implement changes to the Cash Management System and procedures in the ordinary course of business pursuant to the terms of those certain existing deposit agreements, including, without limitation, the opening and closing of bank accounts, where such changes are not otherwise implemented pursuant to paragraph 6(d)(ii)(A); (iii) all control agreements in existence prior to the date of this Order shall apply; and (iv) the Cash Management Banks are authorized to debit the Just Energy Entities' accounts in the ordinary course of business in accordance with the Cash Management System arrangements without the need for further order of this Court for all undisputed Cash Management Obligations owing to the Cash Management Banks;

(e) the Cash Management Banks shall be entitled to the benefit of and are hereby granted a charge (the "**Cash Management Charge**") on the Property to secure the Cash Management Obligations due and owing and that have not been paid in accordance with the applicable Cash Management Arrangements (as defined in the Lender Support Agreement). The Cash Management Charge shall have the priority set out in paragraphs 53-55 herein; and

(f) the Just Energy Entities are authorized but not directed to continue to operate under the merchant processing agreements with JPMorgan Chase Bank, N.A., Paymentech, LLC ("**Paymentech**") (collectively and as amended, restated, supplemented, or otherwise modified from time to time, the "**Merchant Processing Agreement**"). The Just Energy Entities are authorized to pay or reimburse Paymentech for fees, charges, refunds, chargebacks, reserves and other amounts due and owing from the Just Energy Entities to Paymentech (the "**Merchant Services Obligations**") whether such obligations are incurred prior to, on or after the date hereof, and Paymentech is authorized to receive or obtain payment for such Merchant Services Obligations, as provided under, and in the manner set forth in, the Merchant Processing Agreement, including, without limitation, by way of recoupment or set-off without further order of the Court.

7. **THIS COURT ORDERS** that, except as specifically permitted herein, the Just Energy Entities are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by any of the Just Energy Entities to any of their respective creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business; provided, however, that the Just Energy Entities, until further order of this Court, are hereby permitted, subject to the terms of the Definitive Documents: (i) with the consent of the Monitor, to provide cash collateral ("**Authorized Cash Collateral**") to third parties (the "**Collateral Recipients**"), including to the Cash Management Banks in accordance with the Lender Support Agreement, with respect to obligations incurred before, on or after the date hereof, and to grant security interests in such Authorized Cash Collateral in favour of the Collateral Recipients, where so doing is necessary to operate the Business in the normal course during these proceedings; (ii) subject to the terms of the Lender Support Agreement, to reimburse the reasonable documented fees and disbursements of one Canadian legal counsel, one U.S. legal counsel, one local counsel in Texas and one financial advisor to the agent (the "**CA Agent**") and the lenders (the "**CA Lenders**") under the Credit Agreement, whether incurred before or after the date of this Order; (iii) subject to the terms of the Lender Support Agreement, to pay all non-default interest and fees to the CA Agent and the CA Lenders in accordance with its terms; and (iv) to repay advances under the Credit Agreement solely for the purpose of creating availability under the Revolving Facilities in order for the Just Energy Entities to request the issuance of Letters of Credit under the Revolving Facilities to continue to operate the Business in the ordinary course during these proceedings, subject to: (A) obtaining the consent of the Monitor with respect to the issuance of the Letters of Credit under the Revolving Facilities; and (B) receipt of written confirmation from the applicable CA Lender(s) under the Credit Agreement that such CA Lender(s) will issue a Letter of Credit of equal value within one (1) Business Day thereafter. Capitalized terms used but not otherwise defined in this paragraph shall have the meanings ascribed thereto in the Credit Agreement.

8. **THIS COURT ORDERS** that the holders of cash collateral provided by the Just Energy Entities prior to the date hereof or any Collateral Recipients of Authorized Cash Collateral (the foregoing, collectively, "**Cash Collateral**") shall be authorized to exercise any available rights of

set-off in respect of such Cash Collateral with respect to obligations secured thereby, whether incurred before, on or after the date hereof.

9. **THIS COURT ORDERS** that the Charges (as defined below) shall rank junior in priority to any liens, security interests and charges attached to Cash Collateral in favour of the holders thereof, and shall attach to the Cash Collateral only to the extent of any rights of any Just Energy Entity to the return of such Cash Collateral.

10. **THIS COURT ORDERS** that, subject to the terms of the Definitive Documents (as hereinafter defined), the Just Energy Entities shall be entitled but not required to pay the following amounts whether incurred prior to, on or after the date of this Order:

(a) all outstanding and future wages (including, without limitation, the Q3 bonus described in the Munnelly Affidavit), salaries, commissions, employee benefits, contributions in respect of retirement or other benefit arrangements, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;

(b) all outstanding and future amounts owing to or in respect of other workers providing services in connection with the Business and payable on or after the date of this Order, incurred in the ordinary course of business and consistent with existing arrangements;

(c) the fees and disbursements of any Assistants retained or employed by the Just Energy Entities in respect of these proceedings at their standard rates and charges, which, in the case of the Financial Advisor (as defined below) shall be the amounts payable in accordance with the Financial Advisor Agreement (as defined below);

(d) with the consent of the Monitor in consultation with the agent under the Credit Agreement (or its advisors), amounts owing for goods or services actually provided to any of the Just Energy Entities prior to the date of this Order by third parties, if, in the opinion of the Just Energy Entities, such third party is critical to the Business and ongoing operations of the Just Energy Entities;

(e) any taxes (including, without limitation, sales, use, withholding, unemployment, and excise) not covered by paragraph 12 of this Order, and whereby the nonpayment of

which by any Just Energy Entity could result in a responsible person associated with a Just Energy Entity being held personally liable for such nonpayment; and

(f) taxes related to revenue, State income or operations incurred or collected by a Just Energy Entity in the ordinary course of business.

11. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the Definitive Documents, the Just Energy Entities shall be entitled but not required to pay all reasonable expenses incurred by the Just Energy Entities in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers' insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Just Energy Entities following the date of this Order.

12. **THIS COURT ORDERS** that the Just Energy Entities shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Just Energy Entities in connection with the sale of goods and services by the Just Energy Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order; and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Just Energy Entities.

RESTRUCTURING

13. **THIS COURT ORDERS** that the Just Energy Entities shall, subject to such requirements as are imposed by the CCAA and subject to the terms of the Definitive Documents, have the right to:

(a) permanently or temporarily cease, downsize or shut down any of their Business or operations;

(b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and

(c) pursue all avenues of refinancing, restructuring, selling and reorganizing the Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing, restructuring, sale or reorganization,

all of the foregoing to permit the Just Energy Entities to proceed with an orderly restructuring of the Just Energy Entities and/or the Business (the "**Restructuring**").

LEASES

14. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Just Energy Entities shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the applicable Just Energy Entity and the landlord from time to time ("**Rent**"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On

the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

15. **THIS COURT ORDERS** that the Just Energy Entities shall provide each of the relevant landlords with notice of the relevant Just Energy Entity's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the entitlement of a Just Energy Entity to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the relevant Just Energy Entity, or by further Order of this Court upon application by the Just Energy Entities on at least two (2) days notice to such landlord and any such secured creditors. If any Just Energy Entity disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

16. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (i) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the relevant Just Energy Entity and the Monitor 24 hours' prior written notice, and (ii) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the relevant Just Energy Entity in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE JUST ENERGY ENTITIES, THE BUSINESS OR THE PROPERTY

17. **THIS COURT ORDERS** that until and including June 4, 2021 or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process before any court, tribunal, agency or other legal or, subject to paragraph 18, regulatory body (each, a "**Proceeding**") shall be commenced or continued against or in respect of any of the Just Energy Entities or the

Monitor or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, except with the prior written consent of the Just Energy Entities and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Just Energy Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, organization, governmental unit, body or agency, foreign regulatory body or agency or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Just Energy Entities or the Monitor, or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Just Energy Entities and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the Just Energy Entities to carry on any business which the Just Energy Entities are not lawfully entitled to carry on, (ii) subject to paragraph 19, affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

19. **THIS COURT ORDERS** that notwithstanding Section 11.1 of the CCAA, all rights and remedies of provincial energy regulators and provincial regulators of consumer sales that have authority with respect to energy sales against or in respect of the Just Energy Entities or their respective employees and representatives acting in such capacities, or affecting the Business or the Property, are hereby stayed and suspended during the Stay Period except with the written consent of the Just Energy Entities and the Monitor, or leave of this Court on notice to the Service List.

NO INTERFERENCE WITH RIGHTS

20. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Just Energy Entities except with

the written consent of the Just Energy Entities and the Monitor, leave of this Court or as permitted under any Qualified Support Agreement or the Lender Support Agreement.

CONTINUATION OF SERVICES

21. **THIS COURT ORDERS** that during the Stay Period, except as permitted under any Qualified Support Agreement or the Lender Support Agreement, all Persons having oral or written agreements with any Just Energy Entity or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Just Energy Entities or the Business, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Just Energy Entities, and that the Just Energy Entities shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case, that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Just Energy Entities in accordance with normal payment practices of the Just Energy Entities or such other practices as may be agreed upon by the supplier or service provider and the applicable Just Energy Entity and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

22. **THIS COURT ORDERS** that, subject to paragraph 30 but notwithstanding any other paragraphs of this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to any of the Just Energy Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

KEY EMPLOYEE RETENTION PLAN

23. **THIS COURT ORDERS** that the Key Employee Retention Plan (the "**KERP**"), as described in the Second Carter Affidavit and attached as Confidential Appendix "Q" thereto, is

hereby approved and the Just Energy Entities are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

24. **THIS COURT ORDERS** that the key employees referred to in the KERP (the "**Key Employees**") shall be entitled to the benefit of and are hereby granted a charge on the Property (the "**KERP Charge**"), which charge shall not exceed the aggregate amount of C$2,012,100 for Canadian dollar payments and US$ 3,876,024 for U.S. dollar payments, to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority set out in paragraphs 53-55 herein.

LENDER SUPPORT AGREEMENT

25. **THIS COURT ORDERS** that the Lender Support Agreement is hereby ratified and approved and that, upon the occurrence of a termination event under the Lender Support Agreement, the CA Lenders may exercise the rights and remedies available to them under the Lender Support Agreement in accordance with the terms thereof.

PRE-FILING SECURITY INTERESTS

26. **THIS COURT ORDERS** that any obligations secured by a valid, enforceable and perfected security interest upon or in respect of any of the Property pursuant to a security agreement which includes as collateral thereunder any Property acquired after the date of the applicable security agreement ("**After-Acquired Property**"), shall continue to be secured by the Property (including After Acquired Property that may be acquired by the applicable Just Energy Entities after the commencement of these proceedings) notwithstanding the commencement of these proceedings, subject to the priority set out in paragraphs 53-55 herein.

COMMODITY SUPPLIERS

27. **THIS COURT ORDERS** that each Qualified Commodity/ISO Supplier shall be entitled to the benefit of and is hereby granted a charge (together, the "**Priority Commodity/ISO Charge**") on the Property in an amount equal to the value of the Priority Commodity/ISO Obligations. The value of the Priority Commodity/ISO Obligations shall be determined in accordance with the terms of the existing agreements or arrangements between the applicable Just Energy Entity and the Qualified Commodity/ISO Supplier or, in the event of any dispute, by the

Court. The Priority Commodity/ISO Charge shall have the priority set out in paragraphs 53-55 herein.

28. **THIS COURT ORDERS** that the Commodity/ISO Supplier Support Agreements are hereby ratified, approved and deemed to be Qualified Support Agreements.

29. **THIS COURT ORDERS** that the Just Energy Entities are hereby authorized and empowered to execute and deliver up to eight (8) Qualified Support Agreements.

30. **THIS COURT ORDERS** that upon the occurrence of an event of default under a Qualified Support Agreement, the applicable Qualified Commodity/ISO Supplier may exercise the rights and remedies available to it under its Qualified Support Agreement, or upon five (5) days' notice to the Just Energy Entities, the Monitor and the Service List, may apply to this Court to seek the Court's authorization to exercise any and all of its other rights and remedies against the Just Energy Entities or the Property under or pursuant to its Commodity Agreement or ISO Agreement and the Priority Commodity/ISO Charge, including without limitation, for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Just Energy Entities and for the appointment of a trustee in bankruptcy of the Just Energy Entities provided that a Qualified Commodity/ISO Supplier may, unless otherwise ordered by the Court, terminate any Commodity Agreements and Qualified Support Agreements entered into after May 26, 2021 without obtaining the Court's authorization in the event that: (i) an Order is granted in these proceedings that authorizes the exercise of rights and remedies against the Just Energy Entities or the Property under or pursuant to the Definitive Documents and the DIP Lenders' Charge (as defined below); or (ii) these proceedings or the recognition proceedings under Chapter 15 of the United States Bankruptcy Code are dismissed or converted to a liquidation proceeding, including a receivership, bankruptcy, proceeding under Chapter 7 of the United States Bankruptcy Code or otherwise.

31. **THIS COURT ORDERS** that the Monitor shall provide a report on the value of the Priority Commodity/ISO Obligations as of the last day of each calendar month by posting such report on the Monitor's Website (as defined below) within three (3) Business Days of such calendar month end.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

32. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Just Energy Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Just Energy Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Just Energy Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the Just Energy Entities or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

33. **THIS COURT ORDERS** that each of the Just Energy Entities shall jointly and severally indemnify their respective directors and officers against obligations and liabilities that they may incur as directors or officers of the Just Energy Entities after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

34. **THIS COURT ORDERS** that the directors and officers of the Just Energy Entities shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of C$44,100,000, as security for the indemnity provided in paragraph 33 of this Order. The Directors' Charge shall have the priority set out in paragraphs 53-55 herein.

35. **THIS COURT ORDERS** that, notwithstanding any language in any applicable insurance policy to the contrary, (i) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (ii) the Just Energy Entities' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 33.

APPOINTMENT OF MONITOR

36. **THIS COURT ORDERS** that FTI is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Just Energy Entities with the powers and obligations set out in the CCAA or set forth herein and that the Just Energy Entities and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Just Energy Entities pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

37. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) monitor the Just Energy Entities' receipts and disbursements;

(b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(c) assist the Just Energy Entities, to the extent required by the Just Energy Entities, in their dissemination to the DIP Agent, the DIP Lenders and their counsel of financial and other information in accordance with the Definitive Documents;

(d) advise the Just Energy Entities in their preparation of the Just Energy Entities' cash flow statements and reporting required by the DIP Agent and DIP Lenders, which information shall be reviewed with the Monitor and delivered to the DIP Agent and DIP Lenders and their counsel in accordance with the Definitive Documents;

(e) advise the Just Energy Entities in their development of a Plan and any amendments to a Plan;

(f) assist the Just Energy Entities, to the extent required by the Just Energy Entities, with the holding and administering of creditors' or shareholders' meeting for voting on the Plan;

(g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Just Energy Entities, wherever located and to the extent that is necessary to adequately assess the Just Energy Entities' business and financial affairs or to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) perform such other duties as are required by this Order or by this Court from time to time.

38. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

39. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

40. **THIS COURT ORDERS** that the Monitor shall provide any creditor of the Just Energy Entities and the DIP Agent and the DIP Lenders with information provided by the Just Energy Entities in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Just Energy Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

41. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

42. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor (including both U.S. and Canadian counsel for all purposes of this Order), and counsel to the Just Energy Entities (including both U.S. and Canadian counsel for all purposes of this Order) shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of this Order, by the Just Energy Entities as part of the costs of these proceedings. The Just Energy Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel to the Monitor, and the Just Energy Entities' counsel on a weekly basis.

43. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

ADMINISTRATION CHARGE

44. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Just Energy Entities shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of C$3,000,000 as security for their professional fees and disbursements incurred at their standard

rates and charges, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 53-55 herein.

DIP FINANCING

45. **THIS COURT ORDERS** that the Just Energy Entities are hereby authorized and empowered to obtain and borrow or guarantee, as applicable, pursuant a credit facility from the DIP Agent and the DIP Lenders in order to finance the Just Energy Entities' working capital requirements and other general corporate purposes, all in accordance with the Cash Flow Statements (as defined in the DIP Term Sheet) and Definitive Documents, provided that borrowings under such credit facility shall not exceed US$125,000,000 unless permitted by further Order of this Court.

46. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the CCAA Interim Debtor-in-Possession Financing Term Sheet between the Just Energy Entities, the DIP Agent and the DIP Lenders dated as of March 9, 2021 and attached as Appendix "DD" to the First Carter Affidavit (as may be amended or amended and restated from time to time, the "**DIP Term Sheet**").

47. **THIS COURT ORDERS** that the Just Energy Entities are hereby authorized and empowered to execute and deliver such mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Term Sheet and the Cash Flow Statements, the "**Definitive Documents**"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Agent and the DIP Lenders pursuant to the terms thereof, and the Just Energy Entities are hereby authorized and directed to pay and perform all of the indebtedness, interest, fees, liabilities and obligations to the DIP Agent and the DIP Lenders under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order. Notwithstanding any other provision in this Order, all payments and other expenditures to be made by any of the Just Energy Entities to any Person (except the Monitor and its counsel) shall be in accordance with the terms of the Definitive Documents, including in respect of payments in satisfaction of Priority Commodity/ISO Obligations.

48. **THIS COURT ORDERS** that the DIP Agent and the DIP Lenders shall be entitled to the benefit of and are hereby granted a charge (the "**DIP Lenders' Charge**") on the Property, which DIP Lenders' Charge shall not secure an obligation that exists before this Order is made. The DIP Lenders' Charge shall have the priority set out in paragraphs 53-55 hereof.

49. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

(a) the DIP Agent on behalf of the DIP Lenders may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lenders' Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under any of the Definitive Documents or the DIP Lenders' Charge, the DIP Agent or the DIP Lenders, as applicable, may immediately cease making advances or providing any credit to the Just Energy Entities and shall be permitted to set off and/or consolidate any amounts owing by the DIP Agent or the DIP Lenders to the Just Energy Entities against the obligations of the Just Energy Entities to the DIP Agent and the DIP Lenders under the Definitive Documents or the DIP Lenders' Charge, make demand, accelerate payment and give other notices with respect to the obligations of the Just Energy Entities to the DIP Agent or the DIP Lenders under the Definitive Documents or the DIP Lenders' Charge, or to apply to this Court on five (5) days' notice to the Just Energy Entities, the Monitor and the Service List to seek the Court's authorization to exercise any and all of its other rights and remedies against the Just Energy Entities or the Property under or pursuant to the Definitive Documents and the DIP Lenders' Charge, including without limitation, for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Just Energy Entities and for the appointment of a trustee in bankruptcy of the Just Energy Entities; and

(c) the foregoing rights and remedies of the DIP Agent and the DIP Lenders shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Just Energy Entities or the Property.

50. **THIS COURT ORDERS AND DECLARES** that the DIP Agent, the DIP Lenders, the Qualified Commodity/ISO Suppliers and the Cash Management Banks shall be treated as

unaffected in any Plan filed by the Applicants or any of them under the CCAA, or any proposal filed by the Applicants or any of them under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents, the Priority Commodity/ISO Obligations or the Cash Management Obligations, as applicable.

APPROVAL OF FINANCIAL ADVISOR AGREEMENT

51. **THIS COURT ORDERS** that the agreement dated February 20, 2021 engaging BMO Nesbitt Burns Inc. (the "**Financial Advisor**") as financial advisor to the Just Energy Entities and attached as Confidential Appendix "FF" to the First Carter Affidavit (the "**Financial Advisor Agreement**"), and the retention of the Financial Advisor under the terms thereof, is hereby ratified and approved and the Just Energy Entities are authorized and directed *nunc pro tunc* to make the payments contemplated thereunder in accordance with the terms and conditions of the Financial Advisor Agreement.

52. **THIS COURT ORDERS** that the Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**FA Charge**") on the Property, which charge shall not exceed an aggregate amount of C$8,600,000 as security for the fees and disbursements and other amounts payable under the Financial Advisor Agreement, both before and after the making of this Order in respect of these proceedings. The FA Charge shall have the priority set out in paragraphs 53-55 herein.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

53. **THIS COURT ORDERS** that the priorities of the Administration Charge, the FA Charge, the Directors' Charge, the KERP Charge, the DIP Lenders' Charge, the Priority Commodity/ISO Charge and the Cash Management Charge, as among them, shall be as follows:

> First – Administration Charge and FA Charge (to the maximum amount of C$3,000,000 and C$8,600,000, respectively), on a *pari passu* basis;
>
> Second – Directors' Charge (to the maximum amount of C$44,100,000);
>
> Third – KERP Charge (to the maximum amounts of C$2,012,100 and US$3,876,024);

Fourth – DIP Lenders' Charge (to the maximum amount of the Obligations (as defined in the DIP Term Sheet) owing thereunder at the relevant time) and the Priority Commodity/ISO Charge, on a *pari passu* basis; and

Fifth – Cash Management Charge.

54. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge, the FA Charge, the Directors' Charge, the KERP Charge, the DIP Lenders' Charge, the Priority Commodity/ISO Charge or the Cash Management Charge (collectively, the "**Charges**") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

55. **THIS COURT ORDERS** that, subject to paragraph 9, each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person (including those commodity suppliers listed in Schedule "A" hereto).

56. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court on notice to parties in interest, the Just Energy Entities shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges unless the Just Energy Entities also obtain the prior written consent of the Monitor, the DIP Agent on behalf of the DIP Lenders and the beneficiaries of the Administration Charge, the FA Charge, the Directors' Charge, the KERP Charge, the Priority Commodity/ISO Charge and the Cash Management Charge, or further Order of this Court.

57. **THIS COURT ORDERS** that the Charges, the agreements and other documents governing or otherwise relating to the obligations secured by the Charges, and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "**Chargees**") and/or the DIP Agent or the DIP Lenders thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made

pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan document, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds any of the Just Energy Entities and notwithstanding any provision to the contrary in any Agreement:

(a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Definitive Documents shall create or be deemed to constitute a breach by any Just Energy Entity of any Agreement to which it is a party;

(b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the Just Energy Entities entering into the DIP Term Sheet, the creation of the Charges or the execution, delivery or performance of any of the other Definitive Documents; and

(c) the payments made by the Just Energy Entities pursuant to this Order or the Definitive Documents, and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

58. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Just Energy Entities' interest in such real property leases.

SERVICE AND NOTICE

59. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) and the Wall Street Journal a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, or cause to be sent, in the prescribed manner or by electronic message to the e-mail addresses as last shown on the records of the Just Energy Entities, a notice to every known creditor who has a claim against the Just Energy Entities of more than $1,000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the

prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not make the claims, names and addresses of the individuals who are creditors publicly available.

60. **THIS COURT ORDERS** that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the "**Service List**"). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's website as part of the public materials to be recorded thereon in relation to this proceeding. Notwithstanding the foregoing, the Monitor shall haven no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

61. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at http://www.ontariocourts.ca//scj/practice/practice-directions/toronto/eservice-commercial/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL - http://cfcanada.fticonsulting.com/justenergy (the "**Monitor's Website**").

62. **THIS COURT ORDERS** that the Just Energy Entities, the DIP Agent or the DIP Lenders and the Monitor and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal deliver, facsimile or other electronic transmission to the Just Energy Entities' creditors or other interested parties and their advisors and that any such service, distribution or notice shall be deemed to be received: (a) if sent by courier, on the next business day following the date of forwarding thereof, (b) if delivered by personal delivery or facsimile or other electronic transmission, on the day so delivered, and (c) if sent by ordinary mail, on the third business day after mailing. For greater certainty, any such distribution or service shall be deemed to be in

satisfaction of a legal or judicial obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

FOREIGN PROCEEDINGS

63. **THIS COURT ORDERS** that the Applicant, Just Energy Group Inc. ("**JEGI**") is hereby authorized and empowered, but not required, to act as the foreign representative (in such capacity, the "**Foreign Representative**") in respect of the within proceedings for the purpose of having these proceedings recognized and approved in a jurisdiction outside of Canada.

64. **THIS COURT ORDERS** that the Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to chapter 15 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

GENERAL

65. **THIS COURT ORDERS** that any interested party may apply to this Court to amend or vary this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the Order sought or upon such other notice, if any, as this Court may order; provided, however, that the Chargees, the DIP Agent and the DIP Lenders shall be entitled to rely on this Order as issued and entered and on the Charges and priorities set out in paragraphs 53-55 hereof, including with respect to any fees, expenses and disbursements incurred and in respect of advances made under the Definitive Documents or pursuant to the Qualified Support Agreement, as applicable, until the date this Order may be amended, varied or stayed. For the avoidance of doubt (i) no payment in respect of any obligations secured by the Priority Commodity/ISO Charge or the Cash Management Charge or made to the CA Lenders pursuant to the Lender Support Agreement, and (ii) none of the Authorized Cash Collateral, shall be subject to the terms of any intercreditor agreement, including any "turnover" or "waterfall" provision(s) therein.

66. **THIS COURT ORDERS** that, notwithstanding paragraph 65 of this Order, the Just Energy Entities or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties under this Order or in the interpretation or application of this Order.

67. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Just Energy Entities, the Business or the Property.

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

69. **THIS COURT ORDERS** that each of the Just Energy Entities and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body or agency, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that JEGI is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

70. **THIS COURT ORDERS** that Confidential Appendices "FF" and "GG" to the First Carter Affidavit and Confidential Appendix "Q" to the Second Carter Affidavit shall be and are hereby sealed, kept confidential and shall not form part of the public record pending further Order of this Court.

71. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

SCHEDULE "A"

JE Partnerships

Partnerships:

- JUST ENERGY ONTARIO L.P.
- JUST ENERGY MANITOBA L.P.
- JUST ENERGY (B.C.) LIMITED PARTNERSHIP
- JUST ENERGY QUÉBEC L.P.
- JUST ENERGY TRADING L.P.
- JUST ENERGY ALBERTA L.P.
- JUST GREEN L.P.
- JUST ENERGY PRAIRIES L.P.
- JEBPO SERVICES LLP
- JUST ENERGY TEXAS LP

Commodity Suppliers:

- EXELON GENERATION COMPANY, LLC
- BRUCE POWER L.P.
- SOCIÉTÉ GÉNÉRALE
- EDF TRADING NORTH AMERICA, LLC
- NEXTERA ENERGY POWER MARKETING, LLC
- MACQUARIE BANK LIMITED
- MACQUARIE ENERGY CANADA LTD.
- MACQUARIE ENERGY LLC
- MORGAN STANLEY CAPITAL GROUP

- BP CANADA ENERGY MARKETING CORP.
- BP ENERGY COMPANY
- BP CORPORATION NORTH AMERICA INC.
- BP CANADA ENERGY GROUP ULC
- SHELL ENERGY NORTH AMERICA (CANADA) INC.
- SHELL ENERGY NORTH AMERICA (US), L.P.

SCHEDULE "B"

DEFINITIONS

"**Commodity Agreement**" means a gas supply agreement, electricity supply agreement or other agreement with any Just Energy Entity for the physical or financial purchase, sale, trading or hedging of natural gas, electricity or environmental derivative products, or contracts entered into for protection against fluctuations in foreign currency exchange rates, which shall include any master power purchase and sale agreement, base contract for sale and purchase, ISDA master agreement or similar agreement.

"**ISO Agreement**" means an agreement pursuant to which a Just Energy Entity has reimbursement obligations to a counterparty for payments made by such counterparty on behalf of such Just Energy Entity to an independent system operator that coordinates, controls and monitors the operation of an electrical power system, and includes all agreements related thereto.

"**Lender Support Agreement**" means that certain Accommodation and Support Agreement dated as of March 18, 2021 and attached as Exhibit "A" to the Third Carter Affidavit, among the CA Agent, the CA Lenders and the Just Energy Entities, which agreement shall not be amended, restated or modified in any manner without the consent of the majority of the DIP Lenders and the Monitor.

"**Priority Commodity/ISO Obligation**" means amounts that are due and payable, at the applicable time, for: (i)(A) the physical supply of electricity or gas that has been delivered on or after March 9, 2021; (B) financial settlements on or after March 9, 2021; and (C) amounts owing under a confirmation or transaction that was executed on or after March 9, 2021 pursuant to a Commodity Agreement as a result of the termination thereof in accordance with the applicable Qualified Support Agreement; and (ii) for services actually delivered by a Qualified Commodity/ISO Supplier on or after March 9, 2021 pursuant to an ISO Agreement (but for greater certainty, excluding any amount owing for ISO services provided under an ISO Agreement on or before the date of this Order, whether or not yet due).

"**Qualified Commodity/ISO Supplier**" means any counterparty to a Commodity Agreement or ISO Agreement that has executed or executes a Qualified Support Agreement with a Just Energy Entity and refrained from exercising any available termination rights, under the Commodity

Agreement as a result of the commencement of the Proceedings absent an event of default under such Qualified Support Agreement.

"**Qualified Support Agreement**" means a support agreement between a Just Energy Entity and a counterparty to a Commodity Agreement, in form and substance satisfactory to the Just Energy Entities and the DIP Lenders, acting reasonably, which includes, among other things: (i) that such counterparty shall apply to the Court on five (5) days' notice to the Just Energy Entities, the Monitor and the Service List prior to exercising any termination rights under a Qualified Support Agreement, except as expressly provided for herein; (ii) the obligation to supply physical and financial power and natural gas and other related services pursuant to any confirmations or transactions executed pursuant to a Commodity Agreement; and (iii) an agreement to refrain from exercising termination rights as a result of the commencement of these proceedings absent an event of default under such support agreement.

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

FIFTH REPORT OF THE MONITOR

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Lawyers for the Court-appointed Monitor,
FTI Consulting Canada Inc.

THIS IS EXHIBIT S REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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

Just Energy Group Inc. et al.

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

March 22, 2022

FTI CONSULTING

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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., 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**")

SEVENTH 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. 1985, 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, (i) a stay of proceedings (the "**Stay of Proceedings**") was granted until March 19, 2021 (the "**Stay Period**"); (ii) the

protections of the Initial Order, including the Stay of Proceedings, were extended to certain subsidiaries of Just Energy that are partnerships (collectively with the Applicants, the "**Just Energy Entities**"); (iii) FTI Consulting Canada Inc. was appointed as Monitor of the Just Energy Entities (in such capacity, the "**Monitor**"); and (iv) the Court approved a debtor-in-possession interim financing 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 and Alter Domus (US) LLC, as administrative agent for the lenders (the "**DIP Lenders**") dated March 9, 2021.

3. The Initial Order was amended and restated on March 19, 2021 and most recently on May 26, 2021 (the "**Second A&R 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.* 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, as may be further amended by the Court from time to time.

5. On September 15, 2021, the Court granted the Claims Procedure Order (the "**Claims Procedure Order**") that approved the claims process for the identification, quantification, and resolution of Claims (as defined in the Claims Procedure Order) as against the Just Energy Entities and their respective directors and officers (the "**Claims Procedure**").

6. On February 9, 2022, the Court denied certain relief, with reasons to follow, requested by Canadian counsel to U.S. counsel to Fira Donin and Inna Golovan in their capacity

as proposed representative plaintiffs in *Donin et al. v. Just Energy Group Inc. et al.* (the "**Donin Action**") and Trevor Jordet, in his capacity as proposed representative plaintiff in *Jordet v. Just Energy Solutions Inc.* (the "**Jordet Action**" and together with the Donin Action, the "**Donin/Jordet Actions**"). The Court's reasons for the dismissal are set out in the written reasons dated February 23, 2022 (the "**McEwen Endorsement**"), which is available on the Monitor's Website (as defined below). Canadian counsel to U.S. counsel for the Donin/Jordet Actions filed a Notice of Motion for Leave to Appeal the McEwen Endorsement on February 24, 2022.

7. On March 3, 2022, the Court granted an Order extending the Stay Period until March 25, 2022 and appointing the Honourable Justice Dennis O'Connor as Claims Officer with respect to claims relating to the Donin/Jordet Actions.

8. All references to monetary amounts in this Seventh Report of the Monitor (the "**Seventh Report**") are in Canadian dollars unless otherwise noted. Any capitalized terms not defined herein have the meanings given to them in the Second A&R Initial Order.

9. Further information regarding the CCAA Proceedings, including all materials publicly filed in connection with these proceedings, is 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, is 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 Seventh Report is to provide information to the Court with respect to the following:

    (a) the Monitor's activities since the Monitor's Sixth Report to the Court dated March 2, 2022 (the "**Sixth Report**");

    (b) the restructuring activities of the Just Energy Entities since the date of the Sixth Report with respect to the development of a recapitalization plan (the "**Plan**");

(c) an update on the Claims Procedure and the resolution of Claims pursuant to the Claims Procedure Order;

(d) the Just Energy Entities' actual cash receipts and disbursements for the 3-week period ending March 19, 2022, and a comparison to the cash flow forecast attached as Appendix "C" to the Sixth Report, along with an updated cash flow forecast for the period ending April 30, 2022;

(e) the relief sought by the Applicants in their proposed Order (the "**Proposed Order**") to extend the Stay Period to April 22, 2022; and

(f) the Monitor's views in respect of the foregoing, as applicable.

TERMS OF REFERENCE AND DISCLAIMER

12. In preparing this Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh Report to provide information to the Court in connection with the relief requested by the Applicants. This Seventh Report should not be relied on for any other purpose.

MONITOR'S ACTIVITIES SINCE THE SIXTH REPORT

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

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

    (b) participating in regular discussions with the Just Energy Entities, their respective legal counsel and other advisors regarding, among other things, the CCAA Proceedings, the Just Energy Entities' restructuring initiatives, the Claims Procedure, communications with stakeholders and business operations;

    (c) in consultation with the Just Energy Entities, administering the Claims Procedure, reviewing and recording filed Claims, and issuing Notices of Revision or Disallowance and amended Negative Notices (as each term is defined in the Claims Procedure Order) and where applicable, notifying creditors of accepted Claims;

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

    (e) assisting the Just Energy Entities to update and extend their cash flow forecasts;

    (f) working with and providing input to the Just Energy Entities and other stakeholders to assist with the development of a plan of compromise or arrangement (the "**Plan**");

    (g) working with the Just Energy Entities, their advisors, and the Monitor's counsel, as applicable, to, among other things:

        (i) provide stakeholders with financial and other information as appropriate in the circumstances;

(ii) assist the Just Energy Entities in furthering their analysis and considerations with respect to the Plan, including assisting with the preparation of related cash flow forecasts and presentations; and

(iii) ensure compliance with the requirements of regulators in applicable jurisdictions;

(h) attending meetings of the Board of Directors of Just Energy, and various committees thereof;

(i) responding to many creditor and other stakeholder inquiries regarding the Claims Procedure and the CCAA Proceedings generally;

(j) facilitating responses by the Just Energy Entities to information requested by counsel to the representative plaintiffs in the Donin/Jordet Actions;

(k) attending a case conference before the Honourable Justice O'Connor to determine procedural and other matters in connection with the adjudication of the Donin/Jordet Actions;

(l) posting monthly reports on the value of the Priority Commodity/ISO Obligations to the Monitor's Website in accordance with the terms of the Second A&R Initial Order;

(m) maintaining the service list for the CCAA Proceedings with the assistance of counsel for the Monitor, a copy of which is posted on the Monitor's Website; and

(n) preparing this Seventh Report.

UPDATE ON RESTRUCTURING EFFORTS OF THE JUST ENERGY ENTITIES

17. The Just Energy Entities continue to advance the development of the Plan and have consulted and worked extensively with key stakeholders to seek a viable going-concern solution for the business.

18. The Plan is intended to facilitate the Just Entity Entities' emergence from the CCAA Proceedings while preserving the going concern value of the business, maintaining

customer relationships, and preserving employment and critical vendor and regulator relationships – all for the benefit of the Just Energy Entities' stakeholders.

19. In its Fifth Report to the Court dated February 4, 2022 (the "**Fifth Report**"), the Monitor noted that the Just Energy Entities intended to bring a motion before the Court on March 3, 2022 to seek the authority to file the Plan and request that the Court grant a Meeting Order. As noted in the Sixth Report, despite the best efforts of the Just Energy Entities and key stakeholders, which the Monitor has been closely observing, the Just Energy Entities were not yet in a position to present the Plan to the Court at that date.

20. Since that time, in consultation with the Monitor, discussions and negotiations with the Just Energy Entities' key stakeholders with respect to the Plan have continued in earnest; however, the Just Energy Entities are not yet in a position to present the Plan to the Court.

21. The Just Energy Entities are at a critical juncture of their Plan negotiations and discussions with key stakeholders and require additional time to finalize and file the Plan. The Just Energy Entities are therefore seeking an additional short extension of the Stay Period and intend to file a Plan during the proposed extension. If, notwithstanding the Just Energy Entities' best efforts, they are unable to file a motion seeking a Meeting Order prior to April 22, 2022, they intend to seek direction from the Court regarding their ongoing restructuring efforts and the CCAA Proceedings.

22. Should the Stay Period be extended to April 22, 2022, the Monitor will provide an update to the Court regarding the status of the Plan discussions and any progress in the negotiations, on April 7, 2022.

UPDATE ON CLAIMS PROCEDURE

23. Capitalized terms used but not otherwise defined in this section have the meanings attributed to them in the Claims Procedure Order.

24. The Monitor last reported on the Claims Procedure in the Fifth Report. Since the date of the Fifth Report, the Monitor, with assistance of the Claims Agent and the Just Energy

Entities, has taken the following steps with respect to the Claims received by the Monitor:

(a) reviewed, recorded, and categorized all Claims including any additional Claims which were received after the date of the Fifth Report;

(b) continued to review and attempt to determine and/or resolve Claims received to date;

(c) issued several Notices of Revision or Disallowance, as prepared by the Just Energy Entities, in consultation with the Monitor, in respect of disallowed Claims;

(d) notified creditors of certain Claims accepted by the Just Energy Entities;

(e) engaged in numerous discussions and correspondence with various creditors who filed duplicative, erroneous, or marker claims to have such Claims withdrawn by the Claimant where appropriate; and

(f) consulted with certain of the Consultation Parties in respect of certain Claims, as authorized pursuant to paragraph 41 of the Claims Procedure Order.

Overview of Claims

25. A summary of the Claims submitted in the Claims Procedure segregated by priority and category of the Claim is presented in the table below. Amounts presented are inclusive of potential duplicate and/or erroneous Claims and represent the total Claims received by the Just Energy Entities and recorded by the Monitor.

Category	Total Claims		
	Secured	Unsecured	TOTAL
(amounts stated in millions of CAD)			
Funded Debt	$ 331	$ 1,168	**$ 1,499**
Commodity & Financial	852	119	**970**
Litigation	-	10,024	**10,024**
Tax & Unclaimed Property	0	95	**95**
Trade & Other	26	511	**537**
D&O	-	1,554	**1,554**
Total Claims Received	**$ 1,209**	**$ 13,471**	**$ 14,680**

26. Since the date of the Fifth Report, the Monitor has recorded an additional $19 million in Claims. The following provides an overview of these additionally recorded Claims, all of which were filed as unsecured:

(a) two Late-Filed Claims (as defined in the Fifth Report) were submitted by government bodies for taxes owing and have been recorded in the Tax & Unclaimed Property category;

(b) one Restructuring Claim filed by a former employee of the Just Energy Entities was recorded in the Trade & Other category; and

(c) sixty-eight Claims previously recorded as marker claims were amended as part of a Dispute of a Notice of Revision or Disallowance to now assert a dollar value totaling approximately $19 million. These amended Claims pertain to individuals who have sought to assert tort and/or similar Claims against the Just Energy Entities in relation to the Texas weather event. These Claims were recorded in the Litigation category.

Resolution status of Claims

27. The Just Energy Entities, with assistance from and in consultation with the Monitor, are in the process of reviewing the Negative Notice Claims, Notices of Dispute of Claim, Proofs of Claim, and Disputes of Notices of Revision or Disallowance received in accordance with the Claims Procedure Order and are actively working to investigate, and/or resolve the Claims as applicable. A summary of the current resolution status of the Claims is presented in the table below:

Category	Accepted or Deemed Accepted	Under Review	Dispute Resolution in Process	Sub-total Claims Pool	Duplicative Claims or Claim Value Reductions	Total Claims Pool	Disallowed	Rescinded Negative Notices / Withdrawn	Total Claims
(amounts stated in millions of CAD)	A	B	C	D= A+ B+ C	E	F= D+ E	G	H	= F+ G+ H
Funded Debt	$ 620	$ 13	$ -	**$ 633**	$ -	**$ 633**	$ -	$ 866	**$ 1,499**
Commodity & Financial	484	61	0	**545**	310	**855**	-	115	**970**
Litigation	-	1	4,836	**4,836**	4,828	**9,665**	359	0	**10,024**
Tax & Unclaimed Property	2	73	-	**75**	20	**95**	0	-	**95**
Trade & Other	11	47	3	**62**	433	**495**	3	40	**537**
D&O	-	0	118	**118**	0	**118**	1,436	-	**1,554**
Total Claims Received	**$ 1,117**	**$ 196**	**$ 4,956**	**$ 6,269**	**$ 5,591**	**$ 11,860**	**$ 1,799**	**$ 1,021**	**$ 14,680**

28. The following provides an overview of the current resolution status of the Claims:

(a) Accepted or Deemed Accepted: "Accepted or Deemed Accepted" Claims total approximately $1,117 million of which approximately $304 million are unsecured amounts;

(b) Under Review: "Under Review" Claims total approximately $196 million and include Claims where no formal response has yet been issued to the Claimant. Approximately $135 million of the "Under Review" Claims are unsecured;

(c) Dispute Resolution in Process: "Dispute Resolution in Process" Claims relate to Claims where the Monitor, in consultation with the Just Energy Entities, has issued a Notice of Revision or Disallowance and in which a Notice of Dispute of Revision or Disallowance was subsequently received from the respective Claimants or where the dispute period has not yet elapsed. These Claims are unsecured and total approximately $4,956 million;

(d) Duplicative Claims or Claim Value Reductions: "Duplicative Claims or Claim Value Reductions" include Claims which have yet to be fully resolved and have been either (i) identified as potentially being duplicative of another Claim recorded by the Monitor, and/or (ii) the unresolved Claim amount has been reduced through the resolution process described in the Claims Procedure Order. These Claims total approximately $5,591 million and are expected to be excluded from the final Claims pool. Approximately $5,282 million of these Claims are unsecured;

(e) Disallowed: "Disallowed Claims" total approximately $1,799 million and relate to resolved Claims where the full Claim or a portion of the Claim has been disallowed by the Just Energy Entities, in consultation with the Monitor, and where the Claimants have not responded with a Dispute of Notice of Revision or Disallowance within the applicable time period; and

(f) Rescinded Negative Notices / Withdrawn: "Rescinded Negative Notices / Withdrawn Claims" total approximately $1,021 million and relate to fully resolved Claims which have been withdrawn by the Claimant or where the Just Energy Entities, in consultation with the Monitor, have rescinded a Negative Notice Claim for various reasons (most commonly in connection with the disallowance of a duplicative Claim filed by the Claimant).

29. The Just Energy Entities, in consultation with the Monitor, continue to review and adjudicate the Claims received in accordance with the Claims Procedure Order and intend to provide further updates to this Court as these proceedings progress.

RECEIPTS AND DISBURSEMENTS FOR THE 3-WEEK PERIOD ENDED MARCH 19, 2022

30. The Just Energy Entities' actual net cash flow for the 3-week period from February 27, 2022 to March 19, 2022, was approximately $92.3 million better than the Cash Flow Forecast appended to the Sixth Report (the "**March Cash Flow Forecast**") as summarized below:

(CAD$ in millions)	Forecast	Actuals	Variance
RECEIPTS			
Sales Receipts	$152.4	$192.0	$39.6
Miscellaneous Receipts	-	-	-
Total Receipts	$152.4	$192.0	$39.6
DISBURSEMENTS			
Operating Disbursements			
Energy and Delivery Costs	($116.8)	($69.1)	$47.8
Payroll	(6.1)	(5.2)	0.9
Taxes	(6.2)	(6.0)	0.2
Commissions	(5.3)	(4.1)	1.2
Selling and Other Costs	(8.4)	(5.6)	2.8
Total Operating Disbursements	($142.8)	($90.0)	$52.8
OPERATING CASH FLOWS	$9.6	$102.0	$92.3
Financing Disbursements			
Credit Facility - Borrowings / (Repayments)	$ -	$ -	$ -
Interest Expense & Fees	(1.6)	(1.1)	0.5
Restructuring Disbursements			
Professional Fees	(2.2)	(3.4)	(1.2)
NET CASH FLOWS	**$5.8**	**$97.5**	**$91.6**
CASH			
Beginning Balance	$118.7	$119.6	$0.9
Net Cash Inflows / (Outflows)	5.8	97.5	91.6
Other (FX)	-	(0.3)	(0.3)
ENDING CASH	**$124.5**	**$216.8**	**$92.3**

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

(a) The favourable variance of approximately $39.6 million in Sales Receipts is primarily comprised of the following:

(i) A favourable variance of approximately $18.6 million due to higher than forecast sales receipts due to timing, which offset lower receipts in prior periods, in respect of U.S. residential customers;

(ii) A favourable variance of approximately $14.5 million due to higher than forecast sales receipts due to timing, which offset lower receipts in prior periods, in respect of U.S. commercial customers; and

(iii) A favourable variance of approximately $6.5 million primarily due to higher than forecast sales receipts due to timing, which offset lower receipts in prior periods, in respect of Canadian residential and commercial customer billings;

(b) The favourable variance of approximately $47.8 million in respect of Energy and Delivery Costs is primarily driven by the following:

(i) A favourable timing variance of approximately $26.4 million due to commodity payments being made the week after instead of the last week of the 3-week forecast period;

(ii) A permanent unfavourable variance of approximately $1.8 million due to higher than forecasted transportation and delivery payments due in part to higher energy transmission volumes, temporarily increased transportation and delivery rates, and normal course fluctuations; and

(iii) A favourable timing variance of $23.1 million due to cash collateral not being posted during the 3-week forecast period;

(c) The permanent favourable variance of approximately $1.2 million for Commissions is primarily due to normal course fluctuations related to customer signups and associated commissions;

(d) The permanent favourable variance of approximately $2.8 million in respect of Selling and Other Costs is primarily due to lower than forecasted spending rates and to the Just Energy Entities' continued successful negotiation of payment terms and go-forward arrangements with its vendors; and

(e) The unfavourable variance of $1.2 million in respect of Professional Fees due to higher than forecast payment of professional fee invoices during the current 3-week forecast period primarily resulting from increased services rendered by professionals with respect to the continued development and negotiation of the Plan.

Reporting Pursuant to the DIP Term Sheet

32. The variances shown and described herein compare the March Cash Flow Forecast, as appended to the Sixth Report, with the actual performance of the Just Energy Entities over the 3-week period noted.

33. 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 period ended February 5, 2022 and March 5, 2022. All variances reported were within the permitted variances.

34. 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 DIP Cash Flow Forecasts, which were approved by the DIP Lenders, for the 13-week periods beginning February 6, 2022 and March 6, 2022.

35. As the DIP Variance Reports utilize updated underlying cash flow forecasts vis-à-vis the March Cash Flow Forecast for the same period, the DIP Variance Reports differed

from the variance analysis above that compares actual results to the March Cash Flow Forecast. 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.

36. Since the Sixth Report, the Just Energy Entities have complied with their reporting obligations pursuant to the DIP Term Sheet, the Second A&R Initial Order, and other documents including certain support agreements. These reporting obligations during the period included the in-time delivery of the following:

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

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

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

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

(e) Delivery of a Marked to Market Calculation monthly.

CASH FLOW FORECAST FOR THE 6-WEEK PERIOD ENDING APRIL 30, 2022

37. The Just Energy Entities, with the assistance of the Monitor, have updated and extended their weekly cash flow forecast for the 6-week period ending April 30, 2022 (the "**April Cash Flow Forecast**"), which encompasses the requested extension of the Stay Period to April 22, 2022. The April Cash Flow Forecast is attached hereto as **Appendix "A"**, and is summarized below:

(CAD$ in millions)	**6-Week Period Ending April 30, 2022**
Forecast Week	**Total**
RECEIPTS	
Sales Receipts	$342.1
Miscellaneous Receipts	-
Total Receipts	$342.1
DISBURSEMENTS	
Operating Disbursements	
Energy and Delivery Costs	($350.0)
Payroll	(16.0)
Taxes	(17.6)
Commissions	(13.5)
Selling and Other Costs	(19.0)
Total Operating Disbursements	($416.0)
OPERATING CASH FLOWS	($73.9)
Financing Disbursements	
Credit Facility - Borrowings / (Repayments)	$ -
Interest Expense & Fees	(8.3)
Restructuring Disbursements	
Professional Fees	(10.4)
NET CASH FLOWS	**($92.6)**
CASH	
Beginning Balance	$216.8
Net Cash Inflows / (Outflows)	(92.6)
Other (FX)	-
ENDING CASH	**$124.2**

38. The April Cash Flow Forecast indicates that during the 6-week period ending April 30, 2022, the Just Energy Entities will have operating cash outflows of approximately $73.9 million with total receipts of approximately $342.1 million and total operating disbursements of approximately $416.0 million, before interest expense and fees of approximately $8.3 million and professional fees of approximately $10.4 million, such that total net cash outflows are forecast to be approximately $92.6 million.

39. Generally, the underlying assumptions and methodology utilized in the March Cash Flow Forecast have remained the same for this April Cash Flow Forecast; however, the Monitor notes the following:

(a) The forecast period was extended from the week ending April 2, 2022 to the week ending April 30, 2022;

(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 April Cash Flow Forecast, which include:

(i) Customer cash receipt collection timing and bad debt estimates have been updated based on recent 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 prior period have been carried 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; and

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

40. The April Cash Flow Forecast demonstrates that, subject to its underlying hypothetical and probable assumptions, the Just Energy Entities are forecast to have sufficient liquidity to continue funding their operations during the CCAA Proceedings to April 22, 2022.

STAY EXTENSION

41. The Stay Period will expire on March 25, 2022, and the Applicants are seeking an extension to the Stay Period up to and including April 22, 2022.

42. The Monitor supports extending the Stay Period to April 22, 2022 for the following reasons:

    (a) during the proposed extension of the Stay Period, the Just Energy Entities will have an opportunity to finalize the Plan in an effort to achieve a going concern solution in consultation with the Monitor and key stakeholders, including potentially seeking an order from the Court approving a creditors' meeting to vote on same;

    (b) the Monitor is of the view that the proposed extension to the Stay Period is necessary to provide the Just Energy Entities with the flexibility and time required to develop and commence steps to implement a successful restructuring;

    (c) as indicated by the April Cash Flow Forecast, the 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.

APPROVAL OF THE ACTIVITIES OF THE MONITOR

43. The Proposed Order also seeks approval of this Seventh Report and the actions, conduct, and activities of the Monitor since the date of the Sixth Report.

44. As outlined in the Monitor's previous reports to the Court (all of which are available on the Monitor's Website), the Monitor and its counsel have played, and continue to play, a significant role in the CCAA Proceedings. The Monitor respectfully submits that its actions, conduct, and activities in the CCAA Proceedings since the Sixth Report have been carried out in good faith and in accordance with the provisions of the orders issued in these CCAA Proceedings and should therefore be approved.

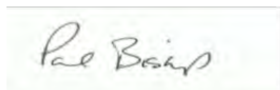
CONCLUSION

45. The Monitor is of the view that the relief requested by the Applicants is necessary, reasonable and justified in the circumstances.

46. Accordingly, the Monitor respectfully supports the requested extension of the Stay Period in the Proposed Order and recommends that such Order be granted.

The Monitor respectfully submits to the Court this Seventh Report dated this 22nd day of March, 2022.

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



Per: _________________
Paul Bishop, Senior Managing Director

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

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

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Lawyers for the Court-appointed Monitor,
FTI Consulting Canada Inc.

THIS IS EXHIBIT T REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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., 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.

Applicants

AFFIDAVIT OF MICHAEL CARTER

I, Michael Carter, of the Town of Flower Mound, in the State of Texas, MAKE OATH AND SAY:

1. I have been Just Energy Group Inc.'s ("**Just Energy**") Chief Financial Officer since September 2020. In that role, I am responsible for all financial-related aspects of the business of Just Energy and its subsidiaries in these CCAA proceedings (collectively, the "**Just Energy Group**" or the "**Applicants**"), including the partnerships listed on Schedule "A" of the Initial Order (as defined below) to which the protections and authorizations of the Initial Order were

extended (collectively with the Applicants, the "**Just Energy Entities**"). As such, I have personal knowledge of the matters deposed to in this affidavit, including the business and financial affairs of the Just Energy Entities. Where I have relied on other sources for information, I have stated the source of my information and I believe such information to be true. In preparing this affidavit, I have also consulted with the Just Energy Group's senior management team and their financial and legal advisors.

2. I make this affidavit in support of a motion by the Applicants for:

(a) an Order substantially in the form of the draft order attached at Tab 4 of the Applicants' Motion Record (the "**Authorization Order**"), *inter alia*:

(i) approving the Plan Support Agreement, dated May 12, 2022 (as may be amended from time to time, the "**Support Agreement**") among the Just Energy Entities, the Plan Sponsor, CBHT, Shell, the Supporting Secured CF Lenders, and the Supporting Unsecured Creditors (as each of those terms is defined below);

(ii) declaring that notwithstanding the stay of proceedings imposed by the Initial Order (as defined below), a counterparty to the Support Agreement may exercise any termination right that may become available to it pursuant to the Support Agreement, provided that such termination right is exercised in accordance with the Support Agreement;

(iii) approving the Backstop Commitment Letter, dated May 12, 2022 among Just Energy (U.S.) Corp. ("**Just Energy U.S.**") and the Initial Backstop Parties (as defined below) (the "**Backstop Commitment Letter**");

(iv) approving the issuance of the Backstop Commitment Fee Shares to the Backstop Parties (as defined below) in the manner and circumstances described in the Backstop Commitment Letter;

(v) approving the Termination Fee (as defined below) and authorizing Just Energy U.S. (or another Just Energy Entity organized in the United States) to pay the Termination Fee to the Initial Backstop Parties and any Additional Backstop Parties (as defined below) in the circumstances and manner described in the Backstop Commitment Letter;

(vi) granting a Court-ordered charge (the "**Termination Fee Charge**") in favour of the Initial Backstop Parties as security for payment of the Termination Fee, with the priority set out in the proposed Authorization Order;

(vii) amending the Claims Procedure Order granted by the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**") on September 15, 2021 (the "**Claims Procedure Order**") to permit the Just Energy Entities to request that any Claim that arises from or relates primarily to the winter storm that occurred in Texas in February 2021 and that was submitted by a Claimant who lives in the U.S. (or lived in the U.S. at the time of such winter storm (each, a "**Winter Storm Claim**")) be adjudicated and determined by

the United States Bankruptcy Court for the Southern District of Texas (the "**U.S. Bankruptcy Court**"), at its discretion, in each case at the election of the Just Energy Entities in consultation with the Monitor;

(viii) extending the Stay Period (as defined in the Second Amended and Restated Initial Order, granted May 26, 2021 (the "**Second ARIO**")) to August 19, 2022; and

(ix) directing that the unredacted copies of the Support Agreement and the Backstop Commitment Letter (attached as **Confidential Exhibits "D"** and **"F"** hereto) be treated as confidential and sealed, and not form part of the public record, pending further order of this Court;

(b) an Order substantially in the form of the draft order attached at Tab 5 of the Applicants' Motion Record (the "**Meetings Order**"), *inter alia*:

(i) accepting the filing of the Just Energy Entities' Plan of Compromise and Arrangement, dated May 26, 2022 and attached as **Exhibit "A"** hereto (as may be amended from time to time, the "**Plan**");

(ii) authorizing the Just Energy Entities to establish two classes of creditors for the purpose of considering and voting on the Plan: (i) the Secured Creditor Class; and (ii) the Unsecured Creditor Class;

(iii) authorizing the Just Energy Entities to call, hold and conduct virtual meetings of the Secured Creditor Class and the Unsecured Creditor Class (the "**Creditors' Meetings**") to consider and vote on resolutions to approve

the Plan, and approving the voting and other procedures to be followed with respect to the Creditors' Meetings; and

(iv) setting a date for the hearing of the Just Energy Entities' motion for an order sanctioning the Plan (the "**Plan Sanction Hearing**") should the Plan be accepted for filing and approved by the Required Majorities of creditors at the Creditors' Meetings.

3. Capitalized terms used in this affidavit but not defined have the meaning given to them in the Plan and in the proposed Meetings Order. All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.[1]

A. HISTORY OF THE CCAA PROCEEDINGS

4. On March 9, 2021 (the "**Filing Date**"), the Applicants obtained protection under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") pursuant to an initial order (the "**Initial Order**") of the CCAA Court. The Applicants' filing for protection under the CCAA was precipitated by the acute and unforeseen liquidity challenge caused by the unprecedented winter storm in February 2021 in Texas (the "**Weather Event**") and the Texas regulators' response to same.

[1] As the monetary amounts referenced herein are denominated in both Canadian and United States currencies, a table of all quantified Claims and new equity amounts discussed herein is attached at **Schedule "A"** showing all such amounts both in their original denominated currency and as converted into the other currency at an exchange rate of C$1.27 per $1.00 USD.

5. On the Filing Date, the Court approved the CCAA Interim Debtor-in-Possession Financing Term Sheet (the "**DIP Term Sheet**") pursuant to which the DIP Lenders[2] provided access to emergency financing of US$125 million (together with all accrued and outstanding fees, costs and interest, the "**DIP Lenders' Claim**"). The DIP Term Sheet contained, among other terms, a requirement that the Just Energy Entities meet certain restructuring milestones for the development and implementation of a plan of arrangement. Such milestones have been extended by the DIP Lenders from time to time during the CCAA proceedings.

6. The Initial Order has twice been amended and restated. The CCAA Court granted an Amended and Restated Initial Order (the "**ARIO**") on March 19, 2021, and the Second ARIO on May 26, 2021.

7. On April 2, 2021, the U.S. Bankruptcy Court granted a Final Recognition Order under Chapter 15 of the U.S. Bankruptcy Code (the "**Final Recognition Order**") which, among other things, granted the ARIO, including any and all existing and future extensions, amendments, restatements, and/or supplements authorized by the CCAA Court, full force and effect on a final basis with respect to the Just Energy Entities' property located within the United States.[3]

8. On September 15, 2021, the CCAA Court granted the Claims Procedure Order establishing a process to determine the nature, quantum, and validity of Claims against the Just Energy Entities and their respective Directors and Officers. The Claims Procedure Order established a Claims Bar Date of November 1, 2021. Since the Claims Bar Date, the Just Energy Entities have been working

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[2] The DIP Lenders are: LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC and OC II LVS XIV LP (the "**DIP Lenders**").

[3] The Final Recognition Order also provided that, "All parties who believe they have a claim against any of the Debtors are obligated to file such claims in, and only in, the Canadian Proceeding."

in consultation with the Monitor to review, record, dispute and, where appropriate, finally determine the amount and characterization of Claims against the Just Energy Entities and their respective Directors and Officers.

9. On November 10, 2021, the CCAA Court granted an Order that, among other things, approved an amendment to the DIP Term Sheet to extend the maturity date thereunder from December 31, 2021 to September 30, 2022, and extended the Stay Period to February 17, 2022. In granting such relief, the CCAA Court recognized that:

> The company has been moving in good faith towards a plan, but the business is of such a complexity that it has taken longer than initially anticipated. This is not surprising. The company is subject to a myriad of regulatory regimes across the United States and Canada. It has complex commercial arrangements with suppliers and a number of secured and unsecured lenders, the integrity of which in turn depends on Just Energy's compliance with regulatory requirements.

10. On February 9, 2022, the CCAA Court heard a Motion for Advice and Directions filed by U.S. counsel to the proposed representative plaintiffs in *Trevor Jordet v. Just Energy Solutions, Inc.*, Case No. 2:18-cv-01496-MMB (PC-11175-1) and in *Fira Donin and Inna Golovan v. Just Energy Group Inc*. et al., Case No. 1:17-cv-05787-WFK-SJB (PC-11177-1) (together, the "**Putative Class Actions**"). At the conclusion of the February 9th hearing, the CCAA Court dismissed the Motion for Advice and Directions (the "**Putative Class Action Dismissal Order**"). A copy of the Putative Class Action Dismissal Order and the Honourable Justice McEwen's hand-written reasons, dated February 23, 2022, are attached hereto as **Exhibit "B"**.

11. On February 24, 2022, U.S. counsel to the proposed representative plaintiffs filed a Notice of Motion for Leave to Appeal the Putative Class Action Dismissal Order.

12. On March 3, 2022, the CCAA Court appointed the Honourable Justice Dennis O'Connor as Claims Officer (as defined in the Claims Procedure Order) for purposes of adjudicating the Putative Class Actions in accordance with the Claims Procedure Order.

13. On February 9, March 3, March 24, and April 21, 2022, the CCAA Court granted short extensions to the Stay Period until and including March 4, March 25, April 22, and May 26, 2022, respectively, to permit the Just Energy Entities to, among other things, work towards finalizing the Plan and filing a motion seeking the Authorization Order and the Meetings Order.

B. BACKGROUND TO THE PROPOSED RESTRUCTURING PLAN

14. Throughout the past months, the Just Energy Entities, with the assistance of their legal and financial advisors, and in consultation with the Monitor, have been working in earnest to advance their restructuring and continue their extensive engagement with their key stakeholders, including (i) the entities who are DIP Lenders and significant lenders under the First Amended and Restated Loan Agreement dated as of September 28, 2020 (as amended from time to time, the "**Term Loan Agreement**" and the lenders thereunder, the "**Term Loan Lenders**"), (ii) the lenders under the ninth amended and restated credit agreement with Just Energy Ontario L.P. and Just Energy U.S., dated as of September 28, 2020 (as amended from time to time, the "**Credit Agreement**" and the lenders thereunder, the "**Credit Facility Lenders**"), and (iii) Shell Energy North America (Canada) Inc., Shell Energy North America (US), L.P., and Shell Trading Risk Management, LLC (collectively, "**Shell**"), regarding a framework for the recapitalization and restructuring of the Just Energy Entities and their respective businesses. Such extensive and ongoing engagement has been productive and resulted in:

(a) the Just Energy Entities, the Plan Sponsor[4], CBHT Energy I LLC (in its capacity as assignee of all secured Pre-Filing Claims previously held by BP, "**CBHT**")[5], Shell, the Credit Facility Lenders (in their capacity as signatories to the Support Agreement, the "**Supporting Secured CF Lenders**"), and certain Term Loan Lenders (in their capacity as signatories to the Support Agreement, the "**Supporting Unsecured Creditors**") reaching consensus on the terms of a comprehensive recapitalization and restructuring transaction, and executing the Support Agreement in respect thereof;

(b) the Just Energy Entities and the Initial Backstop Parties executing the Backstop Commitment Letter;

(c) the Just Energy Entities and the New Credit Facility Lenders (as defined below) negotiating and finalizing a term sheet for the New Credit Facility (as defined below), and the Just Energy Entities, New Credit Facility Lenders, and applicable Commodity Suppliers negotiating and finalizing a term sheet for the New Intercreditor Agreement (as defined below); and

(d) the Just Energy Entities finalizing the Plan for which a Meetings Order is being sought.

[4] The Plan Sponsor is comprised of the same investment funds that are DIP Lenders and, together with an affiliated limited partner, the holders of substantially all of the Term Loan Claim (as defined below).

[5] CBHT is an affiliate of the DIP Lenders and is the holder and assignee of all secured Pre-Filing Claims previously held by BP Canada Energy Group ULC and BP Energy Company (together, "**BP**") (defined below as the "BP Commodity/ISO Services Claim").

15. The Support Agreement, the Backstop Commitment Letter, the Plan and other related agreements (discussed further below) are the result of extensive efforts by the Just Energy Entities to restructure for the benefit of their stakeholders. Those efforts commenced with the preparation and distribution of a business plan to the DIP Lenders, Shell, BP, and the Credit Facility Lenders on May 18, 2021 (the "**Business Plan**"). The detailed Business Plan accounted for changes caused by the Weather Event to the businesses of the Just Energy Entities and was intended to assist these key stakeholders in understanding, among other things, the operational projections, near and longer-term liquidity requirements, financial projections, and anticipated business operations of the Just Energy Entities during, and upon emergence from, the current CCAA and Chapter 15 proceedings. The Business Plan was created by the Just Energy Entities to facilitate the participation of key stakeholders in the development of a restructuring plan.

16. Since the Business Plan was circulated in May 2021, the Just Energy Entities have been working diligently to reach consensus with their key stakeholders regarding the terms and structure of a restructuring plan to facilitate the Just Energy Entities' emergence from the current CCAA and Chapter 15 proceedings in a manner that, among other things: (a) recapitalizes the Just Energy Entities and in so doing preserves the going concern value of the businesses for the benefit of all stakeholders; (b) maintains relations with Commodity Suppliers[6] to ensure uninterrupted supply of energy to the Just Energy Entities' customers; (c) preserves the ongoing employment of most of the Just Energy Entities' more than 1000 employees; (d) maintains critical regulatory and licensing relationships between the Just Energy Entities and its market regulators across Canada

[6] Any counterparty to a gas supply agreement, electricity supply agreement or other agreement with any of the Just Energy Entities for the physical or financial purchase, sale, trading or hedging of natural gas, electricity or environmental derivative products, or contracts entered into for protection against fluctuations in foreign currency exchange rates, which shall include any master power purchase and sale agreement, base contract for sale and purchase, ISDA master agreement or similar agreement (each, a "**Commodity Supplier**").

and the United States; and (e) sustains relationships with the hundreds of other vendors with whom the Just Energy Entities transact for goods and services, and other business-critical stakeholders.

17. The lengthy and determined efforts of the Just Energy Entities to develop restructuring terms which achieve the foregoing objectives were successful and resulted in the development of the Plan and the execution of the Support Agreement, Backstop Commitment Letter, and other transaction-related documents by the Just Energy Entities, the Plan Sponsor, and other key stakeholders in May 2022. The Plan is being presented on a consolidated basis on behalf of all the Just Energy Entities. As discussed further in my affidavit sworn March 9, 2021 in support of the Initial Order, the business and operations of the Just Energy Entities are heavily intertwined. The Credit Facility Claim, the BP Commodity/ISO Services Claim and the Commodity Supplier Claims are secured against the assets of all of the Just Energy Entities pursuant to the Intercreditor Agreement and various security agreements. In addition, all of the Just Energy Entities are either borrowers or guarantors of the Term Loan Claim.

18. The combined effect of the Plan and these arrangements will result in a recapitalization of the Just Energy Entities by the conversion of certain secured priority claims and certain unsecured claims to equity and the injection of new capital into the Just Energy Entities by means of the New Equity Offering (as defined below) and the New Credit Facility. Among other things, CBHT has agreed to convert its secured, priority claim of approximately US$229.5 million and C$0.2 million, plus all accrued and unpaid interest thereon through to the Effective Date, to preferred equity, the Plan Sponsor has agreed to backstop the US$192.55 million New Equity Offering, and the New Credit Facility Lenders have agreed to (i) advance the New Credit Facility, (ii) permit all issued but undrawn letters of credit under the current Credit Agreement to continue under the New Credit Facility or be replaced with new or replacement letters of credit issued under the New Credit

Facility, and (iii) permit up to $20 million of the current Credit Facility Claim (as defined below) to remain outstanding and be transferred as an initial outstanding principal amount to the New Credit Agreement. In addition, the New Credit Facility Lenders and Shell have agreed to the terms of the New Intercreditor Agreement, which permits for the addition of new commodity suppliers as parties thereto, thereby preserving and protecting the Just Energy Entities' ability to secure ongoing business-critical commodity supply. All of the foregoing is to the direct benefit of the Just Energy Entities and their stakeholders.

19. The recapitalization will be considered at the Creditors' Meetings and, if approved at such meetings by the Required Majorities, by the Court at the Plan Sanction Hearing. As discussed further below, the milestones provided under the Support Agreement and Meetings Order establish an approximately two-month period (defined below as the "Voting Period") for potentially interested parties to propose a superior alternative transaction for the Just Energy Entities to that provided in the Plan, Support Agreement and other transaction-related documents. The Just Energy Entities believe that the stability provided to the restructuring process by having a going concern Plan that will be considered by creditors and the CCAA Court, while also providing the flexibility for Alternative Restructuring Proposals (as defined below) to be presented and considered, is in the best interests of the Just Energy Entities and their stakeholders and will provide the best result possible in these CCAA proceedings.

20. A summary of the Support Agreement, Backstop Commitment Letter and other transaction-related documents, together with a description of the Plan, is provided below.

C. SUPPORT AGREEMENT

21. On May 12, 2022, the Just Energy Entities, the Plan Sponsor, CBHT, Shell, the Supporting Secured CF Lenders, and the Supporting Unsecured Creditors entered into the Support Agreement, subject to Court approval. As discussed above:

(a) the Plan Sponsor is comprised of the same investment funds that are DIP Lenders and, together with a related limited partner, the holders of substantially all of the Term Loan Claim (the "**Plan Sponsor**"). The Plan Sponsor also comprises all of the "Initial Backstop Parties" under the Backstop Commitment Letter (discussed further below);

(b) the Supporting Unsecured Creditors are the same entities that comprise the Plan Sponsor in their capacity as significant Term Loan Lenders;

(c) CBHT is an affiliate of the Plan Sponsor and the holder and assignee of all BP Commodity/ISO Services Claims;

(d) Shell is the largest commodity supplier to, and a significant secured creditor of, the Just Energy Entities; and

(e) the Supporting Secured CF Lenders are the Credit Facility Lenders.

22. Under the terms of the Support Agreement, the Just Energy Entities, the Plan Sponsor, CBHT, Shell, the Supporting Secured CF Lenders, and the Supporting Unsecured Creditors have agreed to cooperate with each other in good faith and use commercially reasonable efforts with respect to the pursuit, approval, implementation, and consummation of the transactions

contemplated by the Support Agreement, the Backstop Commitment Letter and the Plan (the "**Restructuring**") as well as the negotiation, drafting, execution, and delivery of the Definitive Documents (as defined in the Support Agreement) to implement the Restructuring. The parties to the Support Agreement account for more than $1 billion of the Just Energy Entities' secured and unsecured debt. A redacted copy of the Support Agreement is attached hereto as **Exhibit "C"**. The Support Agreement attaches a copy of the Restructuring Term Sheet outlining the terms of the proposed Restructuring as Exhibit C thereto.

23. Under the Support Agreement, and unless inconsistent with the Plan Sponsor's obligations or rights under the financing advanced pursuant to the DIP Term Sheet, the Plan Sponsor agreed and committed, among other things, to:

(a) support the Restructuring and vote and exercise any powers or rights available to it in favour of any matter requiring approval to the extent necessary to implement the Restructuring;

(b) use commercially reasonable efforts to cooperate with and assist the Just Energy Entities in obtaining additional support for the Restructuring from the Just Energy Entities' other stakeholders;

(c) act in good faith and take all actions that are reasonably necessary or appropriate, and all actions required by the CCAA Court and/or the U.S. Bankruptcy Court, to support and achieve sanctioning and consummation of the Plan and consummation of all transactions and implementation steps provided for or contemplated in the Restructuring;

(d) not object to, delay, impede, or take any other action to interfere with sanctioning, consummation, or implementation of the Plan or the transactions contemplated by the Restructuring, the Plan or the Support Agreement;

(e) not file any motion, pleading, or other document with the CCAA Court, the U.S. Bankruptcy Court or any other court that, in whole or in part, is not materially consistent with the Restructuring; and

(f) not exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against the Just Energy Entities.

24. Similar support and good faith commitments and agreements are provided by each of CBHT, Shell, the Supporting Secured CF Lenders and the Supporting Unsecured Creditors under the Support Agreement.

25. In turn, subject to the terms of the Support Agreement, the Just Energy Entities agreed and committed that they would, among other things:

(a) support and use commercially reasonable efforts to complete the Restructuring as set forth in the Plan and the Support Agreement, including making commercially reasonable efforts to complete the Restructuring in accordance with each Milestone (as defined below) provided in the Support Agreement;

(b) not file any motion, pleading, or Definitive Documents with the CCAA Court, the U.S. Bankruptcy Court, or any other court that, in whole or in part, is inconsistent with the Support Agreement or the Plan or undertake any action that is inconsistent

with, or is intended to frustrate or impede approval, implementation, and/or consummation of the Restructuring;

(c) take commercially reasonable efforts to ensure that all consents and approvals necessary for the implementation of the Restructuring have been obtained to the satisfaction of the Plan Sponsor, National Bank of Canada, as administrative agent under the Credit Agreement (the "**Credit Facility Agent**"), and the Just Energy Entities prior to the Effective Date (the day on which the conditions precedent to the implementation of the Plan are satisfied or otherwise waived in accordance with the Plan and the Monitor delivers the required certificates to the Just Energy Entities' counsel and the Plan Sponsor's counsel, the "**Effective Date**");

(d) pay the reasonable and documented fees and expenses of all parties to the Support Agreement incurred in connection with the Restructuring and in accordance with the arrangements in place as of the date of the Support Agreement, including as set forth in the DIP Term Sheet or, with respect to any additional fees and expenses, as otherwise agreed to by the Plan Sponsor;

(e) operate the business of the Just Energy Entities in the ordinary course in a manner that is consistent with the Support Agreement, and use commercially reasonable efforts to preserve intact the Just Energy Entities' business, organization and relationships with third parties and employees (including not disclaiming or terminating any employment or consulting agreement with an officer, director, or member of senior management other than "for cause" without the prior written consent of the Plan Sponsor); and

(f) keep the Plan Sponsor, the Supporting Secured CF Lenders, the Credit Facility Agent, and the Supporting Unsecured Creditors informed about the operations of the Just Energy Entities and provide each of the parties to the Support Agreement with any material information reasonably requested regarding the Just Energy Entities (in accordance with the terms therein, including on a confidential basis).

26. In addition, the Just Energy Entities agreed in the Support Agreement that they would not directly or indirectly, solicit, initiate, or knowingly take any actions to encourage the submission of any Alternative Restructuring Proposal[7]. Importantly, the foregoing commitment is expressly subject to two material caveats to provide the opportunity for interested parties that may wish to advance an Alternative Restructuring Proposal within the CCAA process to do so for the benefit of the Just Energy Entities' stakeholders.

27. First, the milestones set out in the Support Agreement incorporate a 62-day period between the milestone for mailing of the Meeting Materials to Creditors (June 1, 2022) and the deadline for the Creditors' Meetings (August 2, 2022) (the "**Voting Period**"). The Voting Period allows any interested parties that may wish to propose a restructuring transaction more favourable than the Plan or otherwise to submit a bid for all or some of the Just Energy Entities' property to complete due diligence and submit their proposal. While the Just Energy Entities are prohibited from

[7] Any inquiry, proposal, offer, expression of interest, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more Just Energy Entity, one or more Just Energy Entity's material assets, or the debt, equity, or other interests in any one or more Just Energy Entity that is an alternative to or otherwise inconsistent with the Restructuring (each, an "**Alternative Restructuring Proposal**").

soliciting Alternative Restructuring Proposals under the Support Agreement, they are expressly permitted to:

(a) consider and respond to any Alternative Restructuring Proposals;

(b) provide any person with access to non-public information concerning the Just Energy Entities pursuant to a confidentiality or non-disclosure agreement or enter into confidentiality agreements or non-disclosure agreements with any person that has made an Alternative Restructuring Proposal;

(c) engage in, maintain, or continue discussions or negotiations with respect to Alternative Restructuring Proposals, including facilitating the due diligence process in connection with any Alternative Restructuring Proposal;

(d) cooperate with, assist, or participate in any unsolicited inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals;

(e) enter into or continue discussions or negotiations with holders of Claims against, or interests in, a Just Energy Entity (including any party to the Support Agreement), any other party in interest in the CCAA or Chapter 15 proceedings, or any other entity regarding the Restructuring or an Alternative Restructuring Proposal; and

(f) enter into an agreement with respect to an Alternative Restructuring Proposal if, following receipt of legal and financial advice, and having regard to the approvals that would be required to implement such transaction, the board of directors of Just Energy (the "**Just Energy Board**") determines that the terms of such Alternative Restructuring Proposal are more favourable to the Just Energy Entities and their

stakeholders than the Restructuring (a "**Superior Proposal**"). A further description of the Support Agreement can be found in the Information Statement at pages 31-34 (a copy of which is attached as Exhibit "BB" hereto).

28. Second, the Support Agreement includes a "fiduciary out" provision which permits the Just Energy Board to terminate the Support Agreement (subject to the Termination Fee discussed below) if it determines, following receipt of advice from outside legal counsel and financial advisors, (a) that proceeding with the Restructuring would be inconsistent with the exercise of its fiduciary duties or applicable law or (b) in the exercise of its fiduciary duties, to pursue a Superior Proposal. Importantly, the "fiduciary out" does not terminate on expiration of the Voting Period, but continues until termination of the Support Agreement or sanction of the Plan.

29. When taken together, the Voting Period, coupled with the "fiduciary out" provided in the Support Agreement, ensures not only that interested parties have an opportunity to complete due diligence and make an Alternative Restructuring Proposal to the Just Energy Entities should they wish to do so, but also that the Just Energy Entities have the ability to respond to any due diligence requests, cooperate with and assist interested parties in their consideration and formulation of an Alternative Restructuring Proposal, negotiate any Alternative Restructuring Proposals received and, if determined to be a Superior Proposal to the current Restructuring, enter into a binding agreement with respect to same.

30. These provisions ensure that the ongoing restructuring process being undertaken by the Just Energy Entities is fair and transparent, provides the opportunity for interested parties to advance an Alternative Restructuring Proposal, and ensures the achievement of the best transaction possible in the circumstances for the Just Energy Entities and their respective businesses for the

benefit of all stakeholders. BMO Nesbitt Burns Inc., as financial advisor to the Just Energy Entities in these CCAA proceedings (the "**Financial Advisor**"), has confirmed that in its experience, and based on its knowledge of the business, the 62-day Voting Period provided under the Support Agreement is sufficient for interested parties to complete the necessary due diligence and submit an Alternative Restructuring Proposal.

31. During the CCAA proceedings, the Just Energy Entities and the Financial Advisor were proactively approached on a confidential basis by third parties with respect to potential acquisition opportunities for all or some of the Just Energy Entities' business. The Just Energy Entities entered into non-disclosure agreements with three of the third parties, following which the Just Energy Entities proceeded to facilitate due diligence by the third parties, including multiple rounds of non-public information disclosure, and discussions with the Just Energy Entities' finance, operations, tax, risk management and other groups. While the Just Energy Entities engaged in extensive discussions with two of the three third parties, these discussions did not result in any opportunities that were superior to the Restructuring, taking into account the regulatory conditions and other risks associated with the opportunities. As a result, the Just Energy Entities entered into the Support Agreement and related documents.

32. In addition, as set out in the documents publicly disclosed by Just Energy in connection with the Plan of Arrangement (defined below), in 2019 and 2020, the Just Energy Entities undertook a formal review process to evaluate strategic alternatives for the business with a view to the best interests of the Just Energy Entities and all their stakeholders (the "**Strategic Review**"). The Strategic Review was announced by Just Energy on June 6, 2019, following the receipt of expressions of interest from a number of parties concerning potential transactions involving Just Energy. The Just Energy Board appointed a Special Committee comprised of independent directors

(the “**Special Committee**”) to oversee the Strategic Review with the assistance of Guggenheim Partners, LLC and National Bank Financial Inc. (collectively, the “**Sale Advisors**”).

33. With the assistance of the Sale Advisors, Just Energy undertook an extensive sale process to identify a potential transaction for its business. During this process, Just Energy solicited a range of potential acquirors, set up a data room with due diligence materials, provided access to the data room to parties that signed non-disclosure agreements (“**NDAs**”), and engaged in discussions with various parties. The Sale Advisors contacted 19 potential bidders, which included both publicly traded strategic generation and retail businesses, as well as private equity companies with experience in these sectors. Just Energy entered into NDAs with 15 different parties.

34. Notwithstanding the receipt of various non-binding offers during phase I of the sale process, no binding bids were submitted before the phase II bid deadline and, as a result, the sale process did not result in any executable transactions.

35. Following the conclusion of the sale process in August 2019, Just Energy continued engaging with parties that had expressed interest during the sale process regarding a potential acquisition transaction. Such discussions continued between September 2019 and April 2020, and again in June 2020 when an additional non-binding proposal was received. Ultimately, Just Energy concluded that the proposals did not offer sufficient returns for stakeholders to be viable or acceptable and, on September 28, 2020, Just Energy instead completed a balance sheet recapitalization transaction through a plan of arrangement under section 192 of the *Canada Business Corporations Act* (the “**Plan of Arrangement**”).

36. As a result, over the past approximately 2.5 years, the business of the Just Energy Entities has been marketed broadly and extensively. While certain interest has been expressed by third

parties in a potential acquisition transaction both within, and prior to commencement of, the CCAA proceedings, no binding or executable offers have been received, nor have any discussions to date identified any proposals which are superior to the Plan, taking into account the current circumstances and regulatory requirements. Importantly, the pool of likely potential purchasers for the Just Energy Entities is limited in light of the capital-intensive and highly specialized nature of the Just Energy Entities' business.

37. Notwithstanding the foregoing, the Just Energy Entities believed it was appropriate that a final opportunity for interested parties to present any Alternative Restructuring Proposals be preserved within the construct of the Support Agreement and the Plan. As a result, the "fiduciary out" provision and the Voting Period were negotiated to be included in the Support Agreement.

38. In addition to the milestones establishing the 62-day Voting Period between mailing of the Meeting Materials to Creditors (June 1, 2022) and the deadline for the Creditors' Meetings (August 2, 2022), the Support Agreement establishes the following milestones for the remainder of the CCAA and Chapter 15 proceedings (as may be extended in accordance with the Support Agreement, the "**Milestones**"):

Milestone	Date
Authorization Order and Meetings Order granted	May 26, 2022
Solicitation Materials mailed with respect to the Creditors' Meetings	June 1, 2022
Order(s) of the U.S. Bankruptcy Court granted recognizing the Authorization Order (the "**Authorization Recognition Order**"), the Meetings Order (the "**Meetings Recognition Order**") and the Claims Procedure Order ("**Claims Procedure Recognition Order**")	June 22, 2022
Creditors' Meetings held	August 2, 2022
Sanction Order granted	August 12, 2022

Milestone	Date
Motion filed for an Order of the U.S. Bankruptcy Court recognizing and enforcing the Sanction Order ("**Recognition and Enforcement Motion**")	~ August 16, 2022 (2 business days after Sanction Order)
Hearing set before the U.S. Bankruptcy Court on the Recognition and Enforcement Motion	no later than September 9, 2022
Recognition and Enforcement Motion granted by the U.S. Bankruptcy Court recognizing and enforcing the Sanction Order (the "**Sanction Recognition Order**")	September 15, 2022
Outside date for the Effective Date of the Plan to occur, unless extended by the Plan Sponsor (or, if the only outstanding condition is receipt of regulatory approval(s), as automatically extended by an additional 60 days) (the "**Outside Date**")	September 30, 2022

39. The previous milestones under the DIP Term Sheet have been amended by the DIP Lenders and the Just Energy Entities to align with the aforementioned Milestones under the Support Agreement.

40. The Support Agreement may be terminated by the Plan Sponsor, the Just Energy Entities, or any of the parties thereto upon the occurrence of certain specified events unless waived or cured by the applicable party in accordance with the terms of the Support Agreement. In the case of the Plan Sponsor, such termination events include: (a) any failure by the Just Energy Entities to meet any of the Milestones, unless such failure is the result of any act, omission, or delay on the part of the Plan Sponsor; and (b) any determination by the Just Energy Entities to proceed with, and accept, a definitive Alternative Restructuring Proposal or a definitive Superior Proposal in accordance with the Support Agreement. In the case of Shell and the Supporting Secured CF Lenders, such termination events include if the Effective Date of the Plan has not occurred by:

(a) November 15, 2022 with respect to the Supporting Secured CF Lenders, provided that if the Effective Date of Plan has not occurred by November 15, 2022, solely as a result of all required Transaction Regulatory Approvals not having been obtained,

then the date will automatically be extended until December 31, 2022 upon written notice from the Just Energy Entities or the Plan Sponsor that there is a reasonable expectation that the condition will be satisfied by December 31, 2022; and

(b) January 31, 2023 with respect to Shell, unless further extended in accordance with the Support Agreement.

41. In addition, neither Shell nor the Supporting Secured CF Lenders have any obligations under the Support Agreement unless the Authorization Order is granted by the CCAA Court on or before May 26, 2022 (unless such date is extended in accordance with the Support Agreement).

42. The Just Energy Entities seek approval of the Support Agreement and authorization to perform their obligations thereunder. In the Just Energy Entities' view, the Support Agreement represents an important achievement in launching the next stage of their going concern Restructuring, and appropriately balances advancement of the Plan while maintaining both a process for the Just Energy Entities to respond to and negotiate an Alternative Restructuring Proposal, and the ability of the Just Energy Entities to accept a Superior Proposal.

43. Since the commencement of the CCAA proceedings, the Just Energy Board has been kept apprised of the status of restructuring efforts, discussions with interested parties and, more recently, negotiation of the Support Agreement, the Plan, and related documents. The Just Energy Board has met to receive financial and legal advice regarding the Restructuring, and to review and evaluate the terms of the Support Agreement (including all attachments thereto), the Backstop Commitment Letter and the Plan. The Just Energy Board approved of the Just Energy Entities seeking the approval of the CCAA Court to file the Plan and to pursue solicitation and approval thereof. The Just Energy Board also approved of the Just Energy Entities entering into the Support

Agreement, the Backstop Commitment Letter and related documents and, subject to approval of the CCAA Court, performing their obligations thereunder.

44. An unredacted copy of the Support Agreement is attached as **Confidential Exhibit "D"** hereto. The Support Agreement contains confidential, commercially sensitive information relating to the Plan Sponsor's contact information and the holding percentages of the Plan Sponsor in the Term Loan Claim and the DIP Lenders' Claim which the Support Agreement requires be kept confidential and not publicly disclosed. The Just Energy Entities therefore seek an order that Confidential Exhibit D be sealed and not form part of the court record pending further order of the Court.

D. BACKSTOP COMMITMENT LETTER

45. The Support Agreement attaches the Backstop Commitment Letter as Exhibit D thereto. A redacted copy of the Backstop Commitment Letter is attached as **Exhibit "E"** hereto. Any termination of the Backstop Commitment Letter also constitutes a termination event under the Support Agreement entitling each of the Plan Sponsor, the Just Energy Entities, Shell, and the Supporting Secured CF Lenders to terminate the Support Agreement upon the provision of written notice to the others.

46. The purpose of the Backstop Commitment Letter is to ensure that the Just Energy Entities are able to secure the necessary funds required to implement the Plan, subject to various assumptions and forecasted financial projections leading up to the Effective Date (as discussed further below). Participation in the Backstop Commitment Letter is open to all holders of the Term Loan Claim as of 5:00 p.m. (Toronto time) on May 11, 2022 (the "**Term Loan Record Date**"). The same four funds which comprise the DIP Lenders and, together with the related limited

partner, the Plan Sponsor and significant Term Loan Lenders (collectively, the "**Initial Backstop Parties**")[8] and Just Energy U.S. are party to the Backstop Commitment Letter. In addition, the Backstop Commitment Letter permits:

(a) each holder of the Term Loan Claim as of the Term Loan Record Date (that is not an Initial Backstop Party) to become party to the Backstop Commitment Letter, subject to compliance with all applicable securities laws, delivery of the required joinder agreement and participation form within fifteen (15) Business Days of the date of a notice from Just Energy U.S., and funding of all required commitments (each such holder of the Term Loan Claim that meets applicable securities law requirements, executes and delivers the joinder agreement and funds the required amounts, an "**Additional Backstop Party**"); and

(b) each Initial Backstop Party and Additional Backstop Party may designate one or more of its Affiliates to (i) perform its obligations or assign its rights and obligations under the Backstop Commitment Letter and/or (ii) receive some or all of the New Common Shares it is entitled to receive pursuant to the Plan and Backstop Commitment Letter, upon the execution by such affiliate of a joinder agreement in accordance with the Backstop Commitment Letter and compliance with all applicable securities laws (each such Affiliate that executes and delivers a joinder agreement and meets applicable securities law requirements, an "**Assignee**

[8] The "Initial Backstop Parties" are LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC, OC II LVS XIV LP and OC III LFE I LP.

Backstop Party", and together with the Initial Backstop Parties and the Additional Backstop Parties, the "**Backstop Parties**").[9]

47. Under the Plan, the Just Energy Entities will be reorganized such that upon implementation of the Plan, Just Energy U.S., or such other corporation or limited or unlimited liability company organized in the United States as determined by the Just Energy Entities and the Plan Sponsor (the "**New Just Energy Parent**"), will be the ultimate parent of the Just Energy Entities. On the Effective Date of the Plan, the New Just Energy Parent will complete an equity offering pursuant to which 80% of the newly issued common shares of the New Just Energy Parent (the "**New Common Shares**") will be issued in exchange for a new money investment of US$192.55 million (the "**New Equity Offering**"), subject to dilution by the equity issued or issuable pursuant to the Management Incentive Plan ("**MIP**"), discussed further below.

48. The New Equity Offering is open for participation to each person that as of the Term Loan Record Date is (a) a Beneficial Term Loan Claim Holder, or permitted designee thereof, and (b) a Backstop Party, which in each case is permitted to participate under applicable securities laws (each a "**New Equity Offering Eligible Participant**").

49. Pursuant to the Backstop Commitment Letter, each Backstop Party has agreed to subscribe for and receive: (a) its pro rata share of the New Equity Offering available to it pursuant to the Plan; (b) its pro rata share of any unsubscribed New Common Shares issued under the New Equity Offering, if any, and (c) its pro rata share of any New Common Shares for which a New Equity Offering Eligible Participant subscribes but otherwise fails to fulfill its subscription obligations by

[9] Each of the Initial Backstop Parties or Additional Backstop Parties that assigns its rights and obligations under the Backstop Commitment Letter to an Assignee Backstop Party remains jointly and severally liable with the Assignee Backstop Party for performing their obligations thereunder.

the New Equity Participation Deadline (5:00 p.m. (Toronto time) on August 23, 2022 or such other date agreed to by the Just Energy Entities and the Plan Sponsor, each acting reasonably).

50. The Backstop Commitment Letter ensures that the whole New Equity Offering proposed by the New Just Energy Parent will be taken up in full and funded either by the New Equity Offering Eligible Participants, or by the Backstop Parties, or some combination thereof, thereby ensuring that the Just Energy Entities raise the necessary funds to pay all required amounts under the Plan (subject to various assumptions and forecasted financial projections leading up to the Effective Date, as discussed further below).

51. The commitments of the Backstop Parties under the Backstop Commitment Letter terminate on the earlier of: (a) the Effective Date of the Plan; (b) the termination of the Backstop Commitment Letter by Just Energy U.S. and/or the Backstop Parties in accordance with the terms thereof; or (c) the Outside Date.

52. In consideration of the Initial Backstop Parties executing and delivering the Backstop Commitment Letter, Just Energy U.S. agreed that:

(a) the New Just Energy Parent will issue and deliver to the Backstop Parties, in the aggregate, New Common Shares representing 10% of the outstanding New Common Shares on the Effective Date, subject to dilution by the equity issued or issuable pursuant to the MIP (the "**Backstop Commitment Fee Shares**") pursuant to the Backstop Commitment Letter and the Plan; and

(b) a Just Energy Entity organized in the United States (which may be Just Energy U.S.) will pay to the Initial Backstop Parties and the Additional Backstop Parties

(if any), in the aggregate, a cash fee in an amount equal to US$15 million (the "**Termination Fee**") if (and only if): (i) the Just Energy Entities terminate the Support Agreement on the basis that the Restructuring would be inconsistent with the exercise of the Just Energy Board's fiduciary duties or applicable law or to pursue a Superior Proposal, or (ii) the Plan Sponsor terminates the Support Agreement based on the Just Energy Board making the determination to proceed with, and accept, a definitive Alternative Restructuring Proposal or a definitive Superior Proposal. The Termination Fee is payable concurrently with the consummation of an Alternative Restructuring Proposal and is deemed automatically waived by the Initial Backstop Parties and the Additional Backstop Parties upon the consummation of the transactions contemplated by the Backstop Commitment Letter or if the Support Agreement is terminated for any other reason.

53. The quantum of the Termination Fee was derived taking into account (i) the aggregate subscription amount for the New Common Shares to be issued by the New Just Energy Parent under the New Equity Offering (US$192.55 million), plus (ii) the New Preferred Shares being issued to CBHT (defined in the Plan as the "BP Commodity/ISO Services Claimholder"), in its capacity as assignee of all secured Pre-Filing Claims previously held by BP (the "**BP Commodity/ISO Services Claim**"), under the Plan (such shares being issued in full satisfaction of a secured claim in the amount of US$229.5 million and C$0.2 million, plus all accrued and unpaid interest thereon through the Effective Date). The New Equity Offering represents additional liquidity being made available to the Just Energy Entities, while the New Preferred Shares being issued to CBHT represent the conversion of the BP Commodity/ISO Services Claim to preferred equity which would otherwise be payable in cash were it not for the terms of the Restructuring.

Both comprise the new value contribution by the Plan Sponsor and CBHT to the Restructuring under the Support Agreement and Plan.

54. Accordingly, in the event the Support Agreement is terminated based on one of the enumerated grounds triggering entitlement to payment of the Termination Fee, the Termination Fee can be analyzed as a percentage of the foregoing value contributions. The US$15 million Termination Fee equates to 3.4%[10] of the additional value contribution of the Plan Sponsor and CBHT.

55. The Termination Fee is proposed to be secured in favour of the Initial Backstop Parties by a Court-ordered charge (the "**Termination Fee Charge**") on all of the Property (as defined in the Second ARIO) of the Just Energy Entities. The Termination Fee Charge will have priority over all other security interests, charges, and liens, but will rank subordinate to all other Charges granted to date within the CCAA proceedings.

56. An unredacted copy of the Backstop Commitment Letter is attached as **Confidential Exhibit "F"** hereto. The Backstop Commitment Letter contains confidential, commercially sensitive information relating to the ownership percentages of, and contact information for, the various entities comprising the Plan Sponsor that the Support Agreement requires be kept confidential and not publicly disclosed. The Just Energy Entities therefore seek an order that Confidential Exhibit F be sealed and not form part of the court record pending further order of the Court.

[10] US$15 million Termination Fee / (US$192.55 million (New Equity Offering) + C$315.7 million (the BP Commodity/ISO Services Claim including all accrued and unpaid interest to September 30, 2022, converted at a rate of C$1.27 per US$1.00) = 3.4%.

E. THE CCAA PLAN

(a) OVERVIEW OF THE PLAN

57. The Just Energy Entities seek authority to file the Plan and call, hold and conduct the Creditors' Meetings to allow Affected Creditors to consider and vote on resolutions to approve the Plan. A copy of the Plan is attached as **Exhibit "A"** hereto. A copy of the Press Release issued by the Just Energy Entities announcing the proposed Plan and their execution of the Support Agreement and Backstop Commitment Letter is attached as **Exhibit "G"** hereto.

58. The Plan includes the following elements:

(a) the operations of the Just Energy Entities are intended to continue in the normal course without disruption following implementation of the Plan;

(b) the Just Energy Entities will be reorganized such that upon implementation of the Plan, the New Just Energy Parent will be the ultimate parent of the Just Energy Entities;

(c) the New Just Energy Parent will be the issuer of the New Preferred Shares (as defined below) and the New Common Shares to be issued pursuant to the Plan;

(d) on the Effective Date, the New Just Energy Parent will complete the New Equity Offering in the aggregate amount of US$192.55 million, which will be backstopped by the Backstop Parties in accordance with the Backstop Commitment Letter and the Plan. Participation in the New Equity Offering will be open to all New Equity Offering Eligible Participants;

(e) on the Effective Date, Just Energy U.S. and Just Energy Ontario L.P. will enter into an amended and restated credit agreement (the "**New Credit Agreement**") with the Credit Facility Lenders (the "**New Credit Facility Lenders**") pursuant to which a first lien revolving credit facility in the amount of $250 million will be made available to the Just Energy Entities and (i) the principal amount of up to $20 million of the Credit Facility Claim (the "**Credit Facility Remaining Debt**"), if any, will remain outstanding as an initial outstanding principal amount under the New Credit Agreement, and (ii) the letters of credit issued by the Credit Facility Lenders but which remain undrawn under the current Credit Agreement will continue under the New Credit Facility or be replaced with new or replacement letters of credit issued under the New Credit Facility (the "**New Credit Facility**");

(f) a new Intercreditor Agreement (which may be an amendment and restatement of the current Intercreditor Agreement) (the "**New Intercreditor Agreement**") will be executed by the Just Energy Entities, the New Credit Facility Lenders (or the Credit Facility Agent on their behalf), Shell and the applicable Commodity Suppliers;

(g) on the Effective Date:

(i) the DIP Lenders will receive an amount equal to the DIP Lenders' Claim in cash in full and final satisfaction of the DIP Lenders' Claim; and

(ii) CBHT (as the BP Commodity/ISO Services Claimholder) will receive 100% of the New Preferred Shares of New Just Energy Parent in full satisfaction of the BP Commodity/ISO Services Claim;

(h) on or prior to the Effective Date, the Just Energy Entities will deliver or cause to be delivered to the Monitor the aggregate amount of: (i) $1.9 million (the "**Administrative Expense Reserve**"); and (ii) $10 million (the "**General Unsecured Creditor Cash Pool**", and together with the Administrative Expense Reserve, the "**Plan Implementation Fund**");

(i) two Classes of Creditors will be established for purposes of voting on and receiving distributions (or other treatment) under the Plan: (i) the Secured Creditor Class, consisting of the Credit Facility Lenders in respect of all amounts owing under the current Credit Agreement as of the Effective Date, excluding any Cash Management Obligations (as defined in the Second ARIO), Commodity Supplier Claim, or any letters of credit issued but undrawn under the Credit Agreement (the "**Credit Facility Claim**"); and (ii) the Unsecured Creditor Class, consisting of holders of the Term Loan Claim, General Unsecured Creditor Claims, the Subordinated Note Claim and Convenience Claims (all as defined below);

(j) on the Effective Date, in full satisfaction of the Credit Facility Claim: (i) the Just Energy Entities will pay, or cause to be paid, to the Credit Facility Agent an amount equal to the Credit Facility Claim in full in cash, less the Credit Facility Remaining Debt, if any, which will remain outstanding; and (ii) the New Credit Agreement (and New Credit Facility Documents) will become effective;

(k) within the Unsecured Creditor Class:

  (i) on the Effective Date, in full satisfaction of its Term Loan Claim, each Beneficial Term Loan Claim Holder will receive its pro rata share of 10%

of the total New Common Shares of the New Just Energy Parent, subject to dilution by the equity issued or issuable pursuant to the MIP, and each Beneficial Term Loan Claim Holder that qualifies as a New Equity Offering Eligible Participant will be entitled to participate in the New Equity Offering;

(ii) from and after the Effective Date, the Monitor will pay from the General Unsecured Creditor Cash Pool:

(A) each Convenience Claim (as defined below);

(B) the reasonable and documented fees and disbursements (plus any applicable taxes thereon) incurred by the Just Energy Entities' legal, financial, or other advisors, the Monitor and its legal counsel, or any other Person retained by the Just Energy Entities or the Monitor, in connection with post-Effective Date matters (other than the Monitor Administration Expenses (as defined below)) relating to the Plan and the CCAA proceedings, including in connection with the implementation of the Plan, the administration of the Plan Implementation Fund, the continued administration of the claims process provided for in the Claims Procedure Order (the "**Claims Process**") and the resolution of Disputed Claims thereunder, and the termination of the CCAA proceeding and the Chapter 15 proceeding following the Effective Date; and

(C) after deduction of the foregoing amounts, each General Unsecured Creditor with an Accepted Claim, its pro rata share of the remaining portion of the General Unsecured Creditor Cash Pool (subject to the terms of the Trust Indenture between Just Energy and Computershare Trust Company of Canada, dated as of September 28, 2020 (the "**Subordinated Note Indenture**"), a copy of which is attached hereto as **Exhibit "H"**), and the "turnover" provisions set forth in the Subordinated Note indenture and in the Plan and described further below.

(l) the following claims, among others, are Unaffected Claims under the Plan:

(i) claims secured by a CCAA Charge;

(ii) all Pre-Filing Claims of Commodity Suppliers that are party to the Intercreditor Agreement (determined as of the Effective Date) in respect of a Commodity Agreement, plus any interest thereon to the Effective Date, after provision for any resettlements that are known by the Just Energy Entities as of the Effective Date, but excluding any BP Commodity/ISO Services Claim (the "**Commodity Supplier Claims**"); and

(iii) any Claims for sales, use, or other Taxes by a U.S. Taxing Authority which could result in a responsible person associated with a Just Energy Entity being held personally liable for any non-payment (each, a "**Responsible Person Claim**");

(m) holders of Accepted Claims that are less than $10 (each, a "**De Minimis Claim**") will not receive any distributions under the Plan on account of their De Minimis Claims, which De Minimis Claims will be fully and finally cancelled and discharged; and

(n) holders of Equity Claims will not receive any distribution under the Plan on account of their Existing Equity or Equity Claims, which will be transferred to the New Just Energy Parent or cancelled and extinguished as of the Effective Date without return of capital or other payment.

59. A summary of stakeholder treatment under the Plan (which is discussed further below) is as follows:

Stakeholder	Plan Treatment
DIP Lenders' Claim	Repaid in full in cash (US$125 million plus accrued and outstanding fees, costs and interest through Effective Date)
Commodity Supplier Claims	Repaid in full in cash (including all accrued and unpaid interest up to the Effective Date)
BP Commodity/ISO Services Claim	Issued 100% of the New Preferred Shares of the New Just Energy Parent in exchange for secured claim in the amount of approximately US$229.5 million and C$0.2 million, plus all accrued and unpaid interest thereon through the Effective Date
Credit Facility Claim	Funded debt in the estimated amount of US$43.3 million and C$96.4 million, plus accrued default interest through the Effective Date, less the Credit Facility Remaining Debt (if any), repaid in full in cash Letters of credit which are issued but undrawn at the Effective Date rolled into the New Credit Agreement
Term Loan Claim	Receive pro rata share of 10% of the New Common Shares of the New Just Energy Parent and the ability to participate in the New Equity Offering in satisfaction of the Term Loan Claim in the principal amount of US$208.6 million plus all accrued and outstanding pre-filing fees, costs, interest, or other amounts owing pursuant to the Term Loan Agreement (and, with respect

Stakeholder	Plan Treatment
	to Non-Participating Term Loan Claim Holders, their pro rata share of the Turnover Amounts)
General Unsecured Creditor Claim	Receive pro rata share of the General Unsecured Creditor Cash Pool, less payments made to Convenience Creditors and permitted professional fees for post-Effective Date services relating to the Plan and the CCAA proceedings
Convenience Claims	Paid in full up to the maximum amount of $1,500
Subordinated Note Claim	Notionally receive pro rata share of the General Unsecured Creditor Cash Pool, subject to turnover requirements in Subordinated Note Indenture and the Plan
De Minimis Claims	No recovery
Equity Claims	No recovery

60. The Plan is the result of extensive negotiations and consultation with the Just Energy Entities' key stakeholders over a more than 11-month period (since circulation of the Business Plan in May 2021). Absent receipt of a Superior Proposal during the Voting Period, the Plan provides the best available result for the Just Energy Entities' stakeholders in all of the circumstances and is better than the alternatives available to the Just Energy Entities, including a forced liquidation of their assets.

61. If approved by the Just Energy Entities' Affected Creditors and the CCAA Court (and if recognized and given effect by the U.S. Bankruptcy Court), the Plan will permit the Just Energy Entities to exit these CCAA and Chapter 15 proceedings with a significantly deleveraged balance sheet by eliminating the Just Energy Entities' funded debt and providing a minimum $75 million of liquidity through the New Equity Offering and the New Credit Facility.

62. Importantly, the Plan is based on various assumptions and projections regarding, among other things, the financial performance of the Just Energy Entities over the coming months, forecasted commodity prices for natural gas and electricity, and minimum liquidity requirements

for operation of the business and implementation of the Plan. As a result, various inputs will impact the Just Energy Entities' cash position as at the Effective Date which, in turn, may impact the Just Energy Entities' ability to complete all transactions under the Plan if inputs deviate materially from those forecasted. The Plan incorporates some margin for deviations in the Just Energy Entities' financial projections between now and the Effective Date. Any significant differences between the assumptions and forecasts underlying the economics of the Plan and actual financial results may pose a risk to the Just Energy Entities' abilities to close the transaction detailed in the Plan. There is a risk that more capital may be required in order for the Just Energy Entities to be able to implement the Plan. The Just Energy Entities have no certainty that such capital will be available, the terms on which it may be provided, or the impact it will have on other stakeholders.

63. The Plan is supported by a number of the Just Energy Entities' key stakeholders including, importantly, the DIP Lenders, the Credit Facility Lenders, Shell, CBHT, and significant holders of the Term Loan Claim.

64. The US$125 million advanced by the DIP Lenders, as approved by the Initial Order, permitted the Just Energy Entities to continue as going concerns and to meet their obligations to the Electric Reliability Council of Texas, Inc. ("**ERCOT**") arising from the Weather Event (which obligations precipitated the CCAA and Chapter 15 filings), avoid suspension of the Just Energy Entities' market participation rights in Texas and the likely transfer of their customers to another retail energy provider called a "Provider of Last Resort", and therefore preserve the going concern value of their businesses for the benefit of all stakeholders. In addition, a potential litigation of an intercreditor dispute among the Just Energy Entities' lenders and certain of its significant secured creditors arose during the early stages of these CCAA proceedings. That litigation had the potential to significantly affect the Just Energy Entities' restructuring efforts. Subsequently, CBHT acquired

the BP Commodity/ISO Services Claim (approximately US$229.5 million and C$0.2 million) which effectively resolved the need to litigate the dispute, which litigation was suspended pending further developments in the CCAA proceedings. The Plan Sponsor/DIP Lenders (in its various capacities) have supported the Just Energy Entities throughout these CCAA and Chapter 15 proceedings. They support the Plan and have executed the Support Agreement.

65. In addition to the Plan Sponsor/DIP Lenders, the Plan is supported by the Credit Facility Lenders and Shell, all of whom have executed the Support Agreement. In accordance with the Plan, the Credit Facility Lenders have agreed to advance the New Credit Facility to the Just Energy Entities (subject to the completion of definitive documentation and applicable conditions), and have agreed both to continue to provide necessary letters of credit to allow the Just Energy Entities to continue to operate in their highly regulated industry, and to permit up to $20 million of the current Credit Facility Claim to remain outstanding as initial principal under the New Credit Agreement. Shell has agreed, among other things, to continue to provide commodity supply in accordance with existing agreements between Shell and the Just Energy Entities (as may be amended, restated, supplemented and/or replaced) and to enter into the New Intercreditor Agreement.

66. Both Shell and the Credit Facility Lenders have supported the Just Energy Entities throughout these CCAA and Chapter 15 proceedings. Shell executed a Qualified Support Agreement immediately prior to the Filing Date (which agreement was approved and ratified by the CCAA Court in the Initial Order) agreeing to continue providing the Just Energy Entities with business-critical commodity supply that had been contracted prior to the CCAA proceedings, notwithstanding the CCAA and Chapter 15 proceedings. The Credit Facility Lenders signed an Accommodation and Lender Support Agreement on March 18, 2021 (which agreement was

approved and ratified by the CCAA Court in the ARIO, the "**Lender Support Agreement**") agreeing to continue issuing LCs on behalf of the Just Energy Entities and providing Cash Management Arrangements (as defined in the Lender Support Agreement) to the Just Energy Entities (subject to the terms and conditions provided therein), notwithstanding the CCAA and Chapter 15 proceedings. Both support the Plan.

67. I understand that the Monitor is supportive of both the Plan and the process proposed by the Just Energy Entities to establish the Voting Period prior to the Creditors' Meetings to allow interested parties to propose Alternative Restructuring Proposals.

68. A more detailed summary of the Plan is provided below.

(b) CLASSIFICATION AND TREATMENT OF CREDITORS

(i) *Affected Creditors*

69. For purposes of considering and voting on the Plan and receiving a distribution thereunder, where applicable, the Affected Creditors are grouped into two classes: (a) the Secured Creditor Class; and (b) the Unsecured Creditor Class.

70. The Secured Creditor Class is comprised of the holders of the Credit Facility Claim. On the Effective Date, the Credit Facility Claim will be paid in full in cash (estimated to be US$43.3 million and C$96.4 million, plus accrued default and unpaid interest through the Effective Date), less the Credit Facility Remaining Debt (up to $20 million), if any. In addition, on the Effective Date, the New Credit Agreement (and New Credit Facility Documents) will become effective and the Credit Facility Remaining Debt will remain outstanding as an initial outstanding principal amount under the New Credit Agreement. All letters of credit issued by the Credit Facility Lenders

but which remain undrawn under the current Credit Agreement will continue under the New Credit Facility or be replaced with new or replacement letters of credit issued under the New Credit Facility.

71. The Unsecured Creditor Class is comprised of the following:

(a) *Term Loan Claim*: the aggregate principal amount of US$208.6 million owing by the Just Energy Entities under the Term Loan Agreement plus all accrued and outstanding pre-filing fees, costs, interest, or other amounts owing pursuant to the Term Loan Agreement, as determined in accordance with the Claims Procedure Order (the "**Term Loan Claim**" and each registered holder thereof, a "**Term Loan Claim Holder**", and each beneficial holder thereof, a "**Beneficial Term Loan Claim Holder**");

(b) *General Unsecured Creditor Claims*: all Affected Claims, as determined in accordance with the Claims Procedure Order, which are not a Term Loan Claim, an Equity Claim, a Credit Facility Claim or a BP Commodity/ISO Services Claim, and which include the Subordinated Note Claim and Convenience Claims (collectively, "**General Unsecured Creditor Claims**" and each holder thereof, a "**General Unsecured Creditor**"). Included within the group of potential General Unsecured Creditor Claims are:

(i) Claims asserted in one certified and two uncertified class actions in respect of which Proofs of Claim were filed in accordance with the Claims Procedure Order, the details of which are as follows:

(A) *Haidar Omarali v. Just Energy Group Inc. et al.*, Ontario Superior Court of Justice Court File No. CV-15-527493-00CP, a certified class action proceeding filed in Ontario against Just Energy, Just Energy Corp., and Just Energy Ontario L.P. alleging that the class members were improperly classified as independent contractors instead of employees by the applicable Just Energy Entities. The representative plaintiff filed a Proof of Claim in respect of this litigation in the Claims Process in the amount of $105.9 million, which has been denied in its entirety by those Just Energy Entities named as defendants, in consultation with the Monitor, through the delivery of a Notice of Revision or Disallowance. Despite none of the directors or officers of any Just Energy Entity being named in the underlying litigation, the representative plaintiff also filed a D&O Claim for the same amount in the Claims Process which has similarly been denied in its entirety through the delivery of a Notice of Revision or Disallowance. The representative plaintiff filed Notices of Dispute of Revision or Disallowance on February 10, 2022. Copies of the Proof of Claim, D&O Claim and corresponding Notices of Revision or Disallowance and Notices of Dispute of Revision or Disallowance are attached hereto as **Exhibits "I"** to **"N"**;

(B) *Trevor Jordet v. Just Energy Solutions, Inc.*, Case No. 2:18-cv-01496-MMB, a proposed and uncertified class action proceeding

filed solely against Just Energy Solutions Inc. in the Eastern District of Pennsylvania on April 6, 2018, and subsequently transferred to the U.S. District Court in the Western District of New York on behalf of a putative class of all "Just Energy customers charged a variable rate for residential natural gas services by Just Energy from April 2012 to the present". The proposed representative plaintiff has filed a Proof of Claim in respect of this litigation in the Claims Process in the amount of US$3.7 billion (this number represents a joint damages calculation with the *Donin* claim referred to below), which has been denied in its entirety by the Just Energy Entities, in consultation with the Monitor, through the delivery of a Notice of Revision or Disallowance. The proposed representative plaintiff filed a Notice of Dispute of Revision or Disallowance on February 10, 2022. Copies of the Proof of Claim, Notice of Revision or Disallowance, and Notice of Dispute of Revision or Disallowance are attached hereto as **Exhibits "O"** to **"Q"**; and

(C) *Fira Donin and Inna Golovan v. Just Energy Group Inc. et al.*, Case No. 1:17-cv-05787-WFK-SJB, a proposed and uncertified class action proceeding filed in the U.S. District Court pending against Just Energy and Just Energy New York Corp. in the Western District of New York on April 27, 2018 on behalf of a putative class of "all Just Energy customers in the United States […] who were charged a variable rate for their energy at any time from [applicable statute

of limitations period] to the date of judgment". The proposed representative plaintiff has filed a Proof of Claim in respect of this litigation in the Claims Process in the amount of US$3.7 billion (this number represents a joint damages calculation with the *Jordet* claim referred to above), which has been denied in its entirety by the Just Energy Entities, in consultation with the Monitor, through the delivery of a Notice of Revision or Disallowance. The proposed representative plaintiff filed a Notice of Dispute of Revision or Disallowance on February 10, 2022. Copies of the Proof of Claim, Notice of Revision or Disallowance, and Notice of Dispute of Revision or Disallowance are attached hereto as **Exhibits "R"** to **"T"**;

(collectively, the "**Subject Class Action Claims**"); and

(ii) 364 claims filed on behalf of Texas customers (or alleged Texas customers - the Just Energy Entities believe that based on their records, 141 of the 364 claims were submitted by claimants who were not customers of the Just Energy Entities during the relevant time period) by legal counsel related to the Weather Event (collectively, the "**Texas Power Interruption Claim**" and together with the Subject Class Action Claims, the "**Contingent Litigation Claims**"). Most of the claims filed by legal counsel as part of the Texas Power Interruption Claim do not specify the amount being claimed and provide little to no supporting documentation from either a quantum or liability perspective. The Just Energy Entities have disallowed the Texas

Power Interruption Claim, in consultation with the Monitor, in its entirety in accordance with the Claims Procedure Order. On February 17, 2022, Notices of Dispute of Revision or Disallowance were filed by legal counsel with respect to both the Proofs of Claim and the D&O Claims filed in the Texas Power Interruption Claim which, among other things, withdrew 92 of the 364 submitted claims. Copies of the Notices of Revision or Disallowance and the Notices of Dispute of Revision or Disallowance with respect to the Texas Power Interruption Claim are attached hereto as **Exhibits "U"** to **"Z"**;

(c) *Subordinated Note Claim*: the aggregate principal amount of $13.2 million currently owing by Just Energy under the Subordinated Note Indenture, plus all accrued and outstanding fees, costs, interest, and other amounts owing pursuant to the Subordinated Note Indenture, as determined in accordance with the Claims Procedure Order (the "**Subordinated Note Claim**" and each holder thereof, a "**Subordinated Noteholder**" or "**Beneficial Subordinated Note Claim Holder**", as applicable);

(d) *Convenience Claims*: any Accepted Claim of a General Unsecured Creditor in an amount that is either (a) less than or equal to $1,500; or (b) greater than $1,500, if the relevant General Unsecured Creditor has made a valid Distribution Election not later than two (2) Business Days before the date of the Creditors' Meetings in accordance with the Meetings Order, provided, however, that in no case shall a "Convenience Claim" include any Contingent Litigation Claims or the

Subordinated Note Claim ("**Convenience Claims**" and each holder thereof, a "**Convenience Creditor**").

72. The Unsecured Creditor Class is treated under the Plan as follows:

(a) (i) on the Effective Date, each Beneficial Term Loan Claim Holder will receive its pro rata share of 10% of the total New Common Shares of the New Just Energy Parent, subject to dilution by the equity issued or issuable pursuant to the MIP, in full satisfaction of the Term Loan Claim, (ii) on the Effective Date, each Beneficial Term Loan Claim Holder that qualifies as a New Equity Offering Eligible Participant will be entitled to participate in the New Equity Offering, and (iii) each Beneficial Term Loan Claim Holder that is not a Backstop Party or that does not participate in the New Equity Offering as a New Equity Offering Eligible Participant (each a "**Non-Participating Term Loan Claim Holder**") will receive its pro rata share of the Turnover Amounts (as defined below); and

(b) from and after the Effective Date, the Monitor will pay from the General Unsecured Creditor Cash Pool:

(i) each Convenience Claim (in full up to a maximum of $1,500 per Convenience Claim) which, for greater certainty, excludes De Minimis Claims;

(ii) the reasonable and documented fees and disbursements (plus any applicable taxes thereon) incurred by the Just Energy Entities' legal, financial, or other advisors, the Monitor and its legal counsel, or any other Person retained by

the Just Energy Entities or the Monitor, in connection with post-Effective Date matters (as discussed further in paragraph 58(k)(ii)(B) above) relating to the Plan and the CCAA proceedings; and

(iii) after deduction of the foregoing amounts, each General Unsecured Creditor with an Accepted Claim will receive its pro rata share of the remaining portion of the General Unsecured Creditor Cash Pool, provided, however, that with respect to the Subordinated Note Claim, the Plan restricts the Monitor from making any distribution to the Subordinated Noteholder or Beneficial Subordinated Note Claim Holders until all persons entitled to turnover of such distributions (the "**Turnover Amounts**") pursuant to the terms of the Subordinated Note Indenture have been paid in full.

73. The Subordinated Note Indenture provides, among other things, that the Subordinated Note Claim is "subordinated and postponed and subject in right of payment…to the prior full and final payment of all existing and future Senior Indebtedness[11] of the Corporation [Just Energy]." The Subordinated Note Indenture further provides that upon any distribution of the assets of Just Energy on any dissolution, winding up, liquidation, or reorganization:

(a) all Senior Indebtedness must be paid indefeasibly in full, or provision made for such payment, before any payment is made on account of the Subordinated Note Claim; and

[11] "Senior Indebtedness" is defined in the Subordinated Note Indenture to include any indebtedness under the Credit Agreement, the Term Loan Agreement, or trade and other creditors of Just Energy other than indebtedness which by its terms is *pari passu* with, or subordinate to, the Subordinated Note Claim.

(b) any payment or distribution of assets of Just Energy shall be paid or delivered by the trustee in bankruptcy, receiver, assignee for the benefit of creditors, or other liquidating agent directly to the holders of such Senior Indebtedness.

74. The Plan accordingly requires that the Monitor distribute the Turnover Amounts to the beneficiaries of the General Unsecured Creditor Cash Pool, provided however that any Turnover Amounts that are required to be paid to the Participating Term Loan Claim Holders (those Beneficial Term Loan Claim Holders that are Backstop Parties or that participate in the New Equity Offering as New Equity Offering Eligible Participants) will be contributed to the other beneficiaries of the General Unsecured Creditor Cash Pool. The applicable portion of section 3.4(4) of the Plan addressing the foregoing is reproduced below:

> For certainty, the Monitor shall not make any distribution to any Subordinated Noteholder or Beneficial Subordinated Note Claim Holder until all Persons entitled to turnover of any such distribution (any such amounts, the "**Turnover Amounts**") pursuant to the terms of the Subordinated Note Indenture have been paid in full. Instead, the Monitor shall distribute: (i) the Non-Participating Term Loan Lender Pro Rata Shares of the Turnover Amounts to the Non-Participating Term Loan Claim Holders (collectively, the "**Term Loan Turnover Amount**"); and (ii) the Turnover Amounts, less the Term Loan Turnover Amount, to the beneficiaries of the General Unsecured Creditor Cash Pool. For the purposes of this Section, with respect to any Turnover Amounts that would otherwise be required to be paid to Beneficial Term Loan Claim Holders that are not Non-Participating Term Loan Claim Holders, such amounts shall be contributed to the beneficiaries of the General Unsecured Creditor Cash Pool.

75. Holders of De Minimis Claims (less than $10) are not entitled to receive any distributions pursuant to the Plan in respect of such De Minimis Claims, and all De Minimis Claims will be fully, finally and forever compromised, released, discharged and cancelled in accordance with the Plan.

76. As noted above, the Plan provides for the recapitalization of the Just Energy Entities, most significantly, by the conversion of certain secured and unsecured claims to equity and the injection of new capital by the Term Loan Lenders. This conversion of claims and injection of new capital will include: (a) the Term Loan Lenders receiving 10% of the New Common Shares of the New Just Energy Parent in full satisfaction and discharge of the Term Loan Claim (US$208.6 million, plus all accrued and outstanding pre-filing fees, costs, interest, or other amounts owing pursuant to the Term Loan Agreement), (b) the New Equity Offering Eligible Participants committing new capital of US$192.55 million for the purchase of 80% of the New Common Shares of New Just Energy Parent as part of the New Equity Offering or pursuant to the Backstop Commitment Letter, (c) the Backstop Parties receiving the Backstop Commitment Fee Shares (10% of the total New Common Shares of New Just Energy Parent); and (d) CBHT voluntarily agreeing to compromise its Claim of approximately US$229.5 million and C$0.2 million, plus all accrued and unpaid interest thereon through the Effective Date, for preferred equity rather than cash recovery.[12]

77. As discussed in the Affidavit of Mark Caiger, sworn May 12, 2022 (the "**Caiger Affidavit**"), the enterprise value of the Just Energy Entities implied by the Plan falls within a narrow range of between 4.8 and 5.1 times the current mid-point of Just Energy Entities' 2023 estimated EBITDA ($115 - $125 million).[13] Within this narrow range and based on the various assumptions discussed in the Caiger Affidavit, the amount of the residual cash in the General

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[12] The issuance of New Common Shares in each of (a), (b) and (c) is subject to dilution by the equity issued or issuable pursuant to the MIP.

[13] The Just Energy Entities note that the forecasted EBITDA provides a $10 million range as the business is volatile and often difficult to predict with precision due to many risk factors including weather, commodity prices and other factors described in the Just Energy Entities' public financial disclosure. For example, the Just Energy Entities' originally forecasted EBITDA for the fiscal year ended March 31, 2022 to be $107 million, however EBITDA for the fiscal year ended March 31, 2022 is now estimated to be approximately $95 million. The variance is primarily driven by higher supply costs due to higher and more volatile commodity prices and unfavorable weather.

Unsecured Creditor Cash Pool is expected to provide equivalent (but not necessarily equal) recoveries to the General Unsecured Creditors as those realized by the Term Loan Lenders.

78. While the precise recovery rate of the General Unsecured Creditors is not known at this time because the amount of the Accepted Claims and the amount of the residual cash in the General Unsecured Creditor Cash Pool is not yet known, for purposes of considering the estimated recovery of General Unsecured Creditors under the Plan, the Just Energy Entities estimate that based on the best information available to management of the Just Energy Entities, their knowledge of the facts and issues underlying the most significant claims submitted within the Claims Process, and discussions with the Monitor:

(a) the range of General Unsecured Claims submitted within the Claims Process that will eventually become Accepted Claims, prior to taking into account litigation claims, is between approximately $65 million and $68 million, and the range of litigation claims submitted within the Claims Process that are likely to become Accepted Claims is between approximately $0.5 million and $40 million, for a total estimated range of General Unsecured Claims (including litigation claims) that will eventually become Accepted Claims of between $66 million and $108 million; and

(b) the range of permitted fees and expenses that is expected to be paid from the General Unsecured Creditor Cash Pool is between $4 million and $7 million, which will cover, among other things, legal fees to be incurred in litigation undertaken post-Effective Date by the holders of Disputed Claims.

79. The eventual quantum of General Unsecured Claims that become Accepted Claims may exceed the upper end of the foregoing range, and the residual cash in the General Unsecured

Creditor Cash Pool after payment of permitted fees and expenses may be higher or lower than anticipated (depending on whether the holders of Disputed Claims engage in protracted litigation or settle such Disputed Claims expediently). In either scenario, the recovery rate of the General Unsecured Creditors and the Term Loan Lenders under the Plan may change, but the equivalence as between their respective recoveries will remain consistent (subject to the assumptions and analysis contained in the Caiger Affidavit).

(ii) *BP Commodity/ISO Services Claims*

80. On the Effective Date, CBHT will receive 100% of the New Preferred Shares of New Just Energy Parent in full satisfaction of the BP Commodity/ISO Services Claim.

(iii) *D&O Claims*

81. All D&O Claims that are released under the Plan (discussed further below) and all corresponding claims for indemnity by any Director or Officer of the Just Energy Entities with respect to such D&O Claims are fully, finally and irrevocably compromised, released, discharged, cancelled, extinguished and barred on the Effective Date.

82. The Plan does not release:

(a) any Responsible Person Claims, which will continue unaffected under the Plan. The Plan provides that the Sanction Order must declare that each Just Energy Entity shall indemnify any Director, Officer or other Person employed or previously employed by a Just Energy Entity for any amount for which such Person is held personally liable as a result of nonpayment of any Taxes (including, without limitation, sale, use, withholding, unemployment and excise Tax) by a Just Energy

Entity, along with any expenses or fees incurred in connection with defending any matter for which any of the foregoing Persons could be entitled to indemnification, provided that such indemnities do not apply in circumstances of fraud, gross negligence or wilful misconduct (subject to the caveat that in cases where gross negligence or wilful misconduct are requirements for a beneficiary to be held personally liable as a result of nonpayment of any Taxes by a Just Energy Entity, the Just Energy Entities must indemnify such beneficiary notwithstanding any gross negligence or wilful misconduct and, in such cases, there is no requirement that the beneficiary has reasonable grounds for believing the conduct was lawful);

(b) any D&O Claims which are not released under the Plan (each, a "**Non-Released D&O Claim**"). All Non-Released D&O Claims will be irrevocably limited to recovery from any insurance proceeds payable in respect of such Non-Released D&O Claims pursuant to the Insurance Policies, and persons with such Non-Released D&O Claims will have no right to make any claim or seek any recoveries other than enforcing such persons' rights to be paid from the proceeds of the applicable Insurance Policies by the applicable insurer(s). The Plan requires that from and after the Effective Date, any action for a D&O Claim may only be commenced with: (a) the consent of the Monitor; or (b) the leave of the CCAA Court on notice to the applicable Director or Officer, the Just Energy Entities, the Monitor and any applicable insurer(s), or if the action will be commenced within the United States, an Order of the U.S. Bankruptcy Court on notice to the applicable Director or Officer, the Just Energy Entities, the Monitor and any applicable insurer(s); and

(c) any existing or future right of any Director or Officer of any Just Energy Entity as of the Effective Date against any of the Just Energy Entities which arose as a result of any D&O Claim for which such Director or Officer is entitled to be indemnified by any of the Just Energy Entities and that is: (i) a Non-Released D&O Claim, or (ii) a D&O Claim released under the Plan that is asserted by a person other than a Consenting Party (a person that is party to the Support Agreement or who submits a vote in favour of the Plan) (each, an "**Excluded D&O Indemnity Claim**"). All Excluded D&O Indemnity Claims will continue unaffected.

(iv) ***Unaffected Creditors***

83. The Plan does not compromise or otherwise affect the following Claims (collectively, the "**Unaffected Claims**"):

(a) Post-Filing Claims which will be paid or otherwise satisfied by the Just Energy Entities in the normal course;

(b) all outstanding obligations, liabilities, fees and disbursements secured by:

(i) the DIP Lenders' Charge will be paid in full in cash in full and final satisfaction of the DIP Lenders' Claim (US$125 million plus all other accrued and outstanding fees, costs, and interest through the Effective Date) and the DIP Lenders' Charge discharged;

(ii) the Administration Charge will be paid in full (to the extent evidenced by invoices delivered to Just Energy as at the Effective Date) and the Administration Charge discharged. Any reasonable and documented fees

and disbursements (plus applicable taxes thereon) for any post-Effective Date Services incurred by:

(A) the Monitor, its legal counsel and any other Person retained by the Monitor, in connection with administrative and estate matters (the "**Monitor Administration Expenses**") will be paid from the Administrative Expense Reserve. Any unused portion of the Administrative Expense Reserve will be transferred by the Monitor to the New Just Energy Parent; and

(B) the reasonable and documented fees and disbursements (plus any applicable taxes thereon) incurred by the Just Energy Entities' legal, financial, or other advisors, the Monitor and its legal counsel, or any other Person retained by the Just Energy Entities or the Monitor, in connection with post-Effective Date matters (other than the Monitor Administration Expenses) relating to the Plan and the CCAA proceedings will be paid from the General Unsecured Creditor Cash Pool;

(iii) the FA Charge will be paid in full (to the extent evidenced by invoices delivered to Just Energy as at the Effective Date) and the FA Charge will be deemed to be fully and finally satisfied and discharged;

(iv) the Directors' Charge will be deemed to be fully and finally satisfied and discharged and all D&O Claims (other than Responsible Person Claims,

Non-Released D&O Claims, and Excluded D&O Indemnity Claims) will be fully and finally compromised, released, and extinguished;

(v) amounts secured by the KERP Charge will be fully paid by the Just Energy Entities to the beneficiaries thereof and the KERP Charge will be deemed to be fully and finally satisfied and discharged;

(vi) the Cash Management Obligations will continue unaffected and the Cash Management Charge will be deemed to be fully and finally satisfied and discharged; and

(vii) all other charges granted within the CCAA proceeding will be deemed to be fully and finally satisfied and discharged;

(c) all Commodity Supplier Claims will be paid in full by the Just Energy Entities on the Effective Date;

(d) all Claims of Credit Facility Lenders relating to any letters of credit which are issued but undrawn immediately prior to the Effective Date will be unaffected and continue under the New Credit Facility or, if required, replaced with new letters of credit issued under the New Credit Agreement;

(e) Government Priority Claims outstanding as at the Filing Date or related to the period ending on the Filing Date (if any) will be paid in full by the applicable Just Energy Entities on or as soon as reasonably practicable following the Effective Date;

(f) Employee Priority Claims due and accrued to the Effective Date (if any) will be paid in full by the applicable Just Energy Entities on the Effective Date;

(g) any Claim that may be asserted by any Energy Regulator,[14] excluding any: (i) Claim with respect to the subject matter of the adversary proceeding commenced on November 12, 2021 by various of the Just Energy Entities against ERCOT and the Public Utility Commission of Texas (the "**Adversary Proceeding**"), including any Claim with respect to obligations of the Just Energy Entities underlying the invoices that are the subject of the Adversary Proceeding; and (ii) any Claim by any Taxing Authority, will continue unaffected and be addressed in the ordinary course consistent with past practice;

(h) (i) Civil Action 20-590 *Thaddeus White, et al. v. Just Energy Group Inc., et al.*; (ii) *Gilchrist v. Just Energy Group Inc., et al.* (Ontario Superior Court of Justice, Court File No. CV-19-627174-00CP) commenced on September 11, 2019; (iii) *Saha v. Just Energy Group Inc., et al.* (Ontario Superior Court of Justice, Court File No. CV-19-630737-00CP); and (iv) any claim for contribution or indemnity in respect of or related to those claims, will continue unaffected as against the applicable Insurance Policies;

(i) all or any portion of a Claim for which the applicable insurer or a court of competent jurisdiction has confirmed that the applicable Just Energy Entity or Director or

[14] Any federal or provincial energy regulators, provincial regulators of consumer sales that have authority with respect to energy sales, U.S. municipal, state, federal or other foreign energy regulatory bodies or agencies, local energy transmission and distribution companies, or regional transmission organizations or independent system operators.

Officer is insured under an Insurance Policy (each, an "**Insured Claim**") will continue unaffected as against the applicable Insurance Policies;

(j) on or prior to the Effective Date, all intercompany claims that may be asserted against any of the Just Energy Entities by or on behalf of any of the Just Energy Entities or any of their affiliated companies, partnerships, or other corporate entities (each, an "**Intercompany Claim**") will be addressed in accordance with the supplement to the Plan that details the manner in which the steps and compromises will be effected in the implementation of the Plan and the treatment of Intercompany Claims (the **"Restructuring Steps Supplement**");

(k) any Claims finally determined in accordance with the Claims Procedure Order to be a secured or priority claim against any of the Just Energy Entities and entitled to be paid in full in priority to the General Unsecured Creditor Claims and the Term Loan Claims (and which is not and does not become a Disallowed Claim) will be unaffected;

(l) any Responsible Person Claims will continue unaffected and each Just Energy Entity will indemnify all Directors, Officers or other person employed or previously employed by a Just Energy Entities against such Responsible Person Claims;

(m) any Excluded D&O Indemnity Claims will continue unaffected;

(n) Claims that may be asserted by any of the Just Energy Entities against any Directors and/or Officers will continue unaffected; and

(o) Claims enumerated in sections 5.1(2) and 19(2) of the CCAA will continue unaffected (except as otherwise provided in the Plan).

84. Persons with Unaffected Claims are not entitled to vote at any Creditors' Meeting or receive any distributions under the Plan in respect of the portion of their claim which is an Unaffected Claim, subject to the express provisions of the Plan providing for payment of certain Unaffected Claims and/or the treatment of Insurance Claims. Nothing in the Plan affects the Just Energy Entities' rights and defences with respect to any Unaffected Claim, including any rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

(v) *Equity Claims*

85. On the Effective Date, the Plan will be binding on all Equity Claimants, including the holders (the "**Existing Common Shareholders**") of existing common shares of Just Energy (the "**Common Shares**"). Equity Claimants, including the Existing Common Shareholders, will not receive a distribution or other consideration under the Plan and will not be entitled to vote on the Plan in respect of their Equity Claims or attend either of the Creditors' Meetings in such capacity. On the Effective Date: (a) all Common Shares will be mandatorily transferred to, and acquired by, the New Just Energy Parent for no consideration; and (b) all Existing Equity[15] (other than the Common Shares transferred or issued to the New Just Energy Parent, the New Common Shares

[15] (a) all Common Shares; (b) all other Equity Interests (excluding any Intercompany Interest), including all options, warrants, rights, or similar instruments, derived from, relating to, or exercisable, convertible, or exchangeable therefor; and (c) all instruments whose value is based upon or determined by reference to any Equity Interest whether or not such instrument is exercisable, convertible, or exchangeable for such an Equity Interest, and, in all such cases, which are issued and outstanding immediately prior to the Effective Time.

and New Preferred Shares, and the Intercompany Interests[16]) will be cancelled and extinguished without any liability, payment or other compensation in respect thereof, and all Equity Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred without any liability, payment or other compensation in respect thereof.

86. In proposing the Plan, the Just Energy Entities considered, in consultation with their legal and financial advisors, the legal entitlements of stakeholders in the absence of the CCAA proceedings, their expected economic recovery if no Plan is approved and their proposed treatment under the Plan. Since the value of the recoveries to be given to Affected Creditors is less than the value of their Claims, there is no residual value in Just Energy to be given to the holders of Existing Equity and/or other Equity Claims.

(c) VOTING ENTITLEMENT

87. The voting entitlement on the Plan is determined and calculated as follows:

(a) *Secured Creditor Class*: each Credit Facility Lender will be entitled to one (1) vote in the amount equal to such Credit Facility Lender's pro rata share of the Credit Facility Claim that is an Accepted Claim (provided that such Credit Facility Lender delivers a Secured Creditor Proxy in accordance with the Meetings Order);

(b) *Unsecured Creditor Class*:

(i) each Term Loan Claim Holder will be entitled to one (1) vote in the amount equal to such Term Loan Claim Holder's pro rata share of the Term Loan

[16] Any Equity Interest held by a Just Energy Entity or New Just Energy Parent in any other Just Energy Entity or New Just Energy Parent, as applicable.

Claim in the amount that is an Accepted Claim, or if not accepted by two (2) Business Days before the date of the Meeting of the Unsecured Creditor Class, in the amount set out in the Negative Notice Claims Package in respect of the Term Loan Claim (provided that such Term Loan Claim Holder delivers an Unsecured Creditor Proxy in accordance with the Meetings Order);

(ii) each Convenience Creditor will be deemed to vote in favour of the Plan in the amount of such Convenience Creditor's Accepted Claim;

(iii) each General Unsecured Creditor will be entitled to one (1) vote in the amount equal to such General Unsecured Creditor's Voting Claim (provided that such General Unsecured Creditor delivers an Unsecured Creditor Proxy in accordance with the Meetings Order), provided, however, that:

(A) the Subordinated Noteholder will be entitled to one (1) vote in the amount equal to the Subordinated Note Claim (provided that such Subordinated Noteholder delivers an Unsecured Creditor Proxy in accordance with the Meetings Order). The Subordinated Noteholder's Voting Claim will be deemed to have been voted in proportion to the tabulation of voting instructions received from Beneficial Subordinated Note Claim Holders identifying the principal amount of the Subordinated Note Claim voting FOR or AGAINST the Plan. Neither the Beneficial Subordinated Note

Claim Holders nor Computershare Trust Company of Canada as Subordinated Note Trustee under the Subordinated Note Indenture (the "**Subordinated Note Trustee**") will have a Voting Claim or be entitled to vote at the Unsecured Creditors' Meeting. All Beneficial Subordinated Note Claim Holders may instruct the Subordinated Noteholder with respect to how the Subordinated Noteholder should vote its Voting Claim by completing and returning the Subordinated Noteholder VIF in accordance with the Meetings Order;

(B) with respect to the Subject Class Action Claims, each representative plaintiff in any certified Subject Class Action Claim or each proposed representative plaintiffs in any uncertified Subject Class Action Claim (each a "**Subject Class Action Plaintiff**") will be entitled to one (1) vote in the amount equal to its Voting Claim (valued by the Just Energy Entities for voting purposes at $1); and

(C) with respect to the Texas Power Interruption Claim, each of Robins Cloud LLP, Fears Nachawati PLLC, Watts Guerra LLP and Parker Waichman LLP (collectively, the "**Texas Power Interruption Claimants' Counsel**") will be entitled to one (1) vote in an amount equal to its Voting Claim (valued by the Just Energy Entities for voting purposes at $1).

88. The complexity of the unresolved Contingent Litigation Claims is such that it is not possible to carry out a summary process in relation to these claims before the Creditors' Meetings

are held, nor is it possible to delay the Creditors' Meetings until the resolution of the Contingent Litigation Claims without jeopardizing the entire Restructuring.

89. In addition, each Affected Creditor with a Disputed Claim against the Just Energy Entities (other than the Subject Class Action Plaintiffs and the Texas Power Interruption Claimants' Counsel) will be entitled to attend the applicable Creditors' Meeting and will have one (1) vote at the Creditors' Meeting in the dollar value of such Disputed Claim as set out in the Negative Notice Claims Package or the Disputed Claim acceptance value for voting and distribution purposes, prepared in consultation with the Monitor (the "**Acceptance Value**"), as applicable, sent to the holder of the Disputed Claim or, if no Negative Notice Claims Package or Acceptance Value was sent, the value set forth in the corresponding Proof of Claim.

(d) NEW EQUITY OFFERING AND THE NEW JUST ENERGY PARENT

90. As detailed above, on the Effective Date, the New Just Energy Parent will complete the New Equity Offering and, immediately following issuance, the New Preferred Shares and New Common Shares (together with any equity interests outstanding under the MIP) will constitute all of the issued and outstanding shares of the New Just Energy Parent.

91. The New Preferred Shares will have a redemption amount equal to the amount of the BP Commodity/ISO Services Claim, as of the Effective Date, all converted into United States currency, plus accrued and unpaid dividends, redeemable at the Company's option or redeemable upon a change of control transaction in respect of New Just Energy Parent, plus a 5.00% exit fee. Holders of New Preferred Shares will have the right to cause New Just Energy Parent to undertake a liquidity event within six years of the Effective Date. The New Preferred Shares will have a 12.50% accreting yield with dividends as and when declared by the board of directors for the first

four (4) years, increasing 1% annually thereafter. The terms and conditions of the New Preferred Shares are discussed further in the New Preferred Shares Term Sheet attached as Exhibit 2 to the Restructuring Term Sheet (which in turn is attached as Exhibit C to the Support Agreement, a redacted copy of which is attached as Exhibit "D" to this Affidavit).

92. The material terms of the New Just Energy Entities' corporate governance are set forth in the Corporate Governance Term Sheet for the New Just Energy Parent attached as Exhibit 3 to the Restructuring Term Sheet (which in turn is attached as Exhibit C to the Support Agreement, a redacted copy of which is attached as Exhibit "D" to this Affidavit). The initial board of directors of the New Just Energy Parent (the "**New Board**") will consist of five (5) directors selected by the Plan Sponsor.

93. In addition, the material terms of a post-emergence MIP for management of the New Just Energy Parent are set forth in the MIP Term Sheet attached as Exhibit 4 to the Restructuring Term Sheet (which in turn is attached as Exhibit C to the Support Agreement, a redacted copy of which is attached as Exhibit "D" to this Affidavit).

(e) NEW CREDIT AGREEMENT AND NEW INTERCREDITOR AGREEMENT

94. On the Effective Date, Just Energy U.S. and Just Energy Ontario L.P. and the New Credit Facility Lenders will enter into the New Credit Agreement pursuant to which the New Credit Facility will be made available to the Just Energy Entities, generally in accordance with the terms set forth in the New Credit Facility Term Sheet attached as Exhibit 1 to the Restructuring Term Sheet (which in turn is attached as Exhibit C to the Support Agreement, a redacted copy of which is attached as Exhibit "D" to this Affidavit).

95. In addition, on the Effective Date, the New Intercreditor Agreement will be executed by the Just Energy Entities, the New Credit Facility Lenders, and applicable Commodity Suppliers defining the relative priorities of the various parties' security interests as between them, generally in accordance with the terms set forth in the New Intercreditor Agreement Term Sheet attached as Exhibit 5 to the Restructuring Term Sheet (which in turn is attached as Exhibit C to the Support Agreement, a redacted copy of which is attached as Exhibit "D" to this Affidavit).

(f) RELEASES

96. If approved by the Affected Creditors and sanctioned by the Court, the Plan provides:

(a) *Third-Party Releases*: (a) the Just Energy Entities and their respective current and former employees, contractors, advisors, legal counsel and agents; (b) the Directors and Officers; (c) the Monitor, the Supporting Parties (all parties that have executed the Support Agreement other than the Just Energy Entities), Backstop Parties, the DIP Agent, the DIP Lenders, the Plan Sponsor, the Credit Facility Agent, the Term Loan Agent, and the Subordinated Note Trustee, and each of their respective present and former affiliates, subsidiaries, directors, officers, members, partners, employees, auditors, advisors, legal counsel and agents (the "**Released Parties**" and individually a "**Released Party**") will be released from the Released Claims (as defined below); and

(b) *Debtor Releases*: the Released Parties will be released by each of the Just Energy Entities and their respective current and former affiliates, and discharged from any and all Released Claims held by the Just Energy Entities as of the Effective Date, provided however that nothing limits or modifies in any way any Claim or defence

which any of the Just Energy Entities may hold or be entitled to assert against any of the Released Parties as of the Effective Date relating to any contracts, leases, agreements, licenses, bank accounts or banking relationships, accounts receivable, invoices, or other ordinary course obligations which remain in effect following the Effective Date.

97. The requested releases are necessary to bring finality to the CCAA proceedings and to protect the Released Parties from any and all claims, demands, causes of action, dealings, occurrences (or other matters included within the definition of "Released Claims" in the Plan) which existed or took place prior to the Effective Date, or which relate to implementation of the Plan, including distributions pursuant to the Plan following the Effective Date, that constitute or are in any way related to, arise out of or in connected with (i) any Claims (including Equity Claims), any D&O Claims and any indemnification obligations with respect thereto (excluding Excluded D&O Indemnity Claims), (ii) any payments, distributions or share issuances under the Plan, (iii) the business and affairs of the Just Energy Entities whenever or however conducted, (iv) the business and assets of the Just Energy Entities, (v) the administration and/or management of the Just Energy Entities, (vi) the Affected Claims, the Support Agreement, the Backstop Commitment Letter, the Definitive Documents, the Plan, the Existing Equity, the CCAA and Chapter 15 proceedings, or any document, instrument, matter or transaction involving the Just Energy Entities arising in connection with or pursuant to any of the foregoing, (vii) any contract that has been restructured, terminated, repudiated, disclaimed, or resiliated in accordance with the CCAA, (viii) liabilities of the Directors and Officers and any alleged fiduciary or other duty, or (ix) any Claim that has been barred or extinguished by the Claims Procedure Order (subject to the exclusions described below, collectively the "**Released Claims**").

98. The releases provided in the Plan explicitly do not release or discharge:

(a) Insured Claims, provided that from and after the Effective Date, any person having an Insured Claim will be irrevocably limited to recovery from the proceeds of the applicable Insurance Policies;

(b) any obligations of any of the Released Parties under or in connection with the Plan, the Support Agreement, the Backstop Commitment Letter, the Definitive Documents, the New Credit Facility Documents, the New Intercreditor Agreement, the New Common Shares, the New Preferred Shares, the MIP or the New Corporate Governance Documents;

(c) the Just Energy Entities from or in respect of any Unaffected Claim that has not been paid in full under the Plan, or any claim that is not permitted to be released pursuant to section 19(2) of the CCAA; or

(d) any Director from any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

99. All of the Released Parties have made significant and often critical contributions to the development and implementation of the Just Energy Entities' restructuring in these CCAA proceedings. As discussed further above, the Released Parties have worked diligently towards ensuring the implementation of the restructuring of the Just Energy Entities' financial obligations and operations for the benefit of all stakeholders. Such efforts have resulted in the execution and approval of the Support Agreement and the Plan. If the Support Agreement is approved and the

transactions under the Plan are consummated, the Just Energy Entities and their businesses will continue, and their going concern value will be preserved for the benefit of stakeholders.

100. In addition to the Third-Party Releases and the Debtor Releases discussed above, the Plan also includes various exculpations which the Just Energy Entities will request be approved by the U.S. Bankruptcy Court in the Sanction Recognition Order. The Plan provides that, to the fullest extent possible under applicable law, any current officer, director, employee, and retained professional (including financial advisors, investment bankers, and attorneys) of the Just Energy Entities, the Monitor, the DIP Lenders, the Plan Sponsor, the Backstop Parties, the Supporting Parties, the DIP Agent, the Credit Facility Agent, the Term Loan Agent, and the Subordinated Note Trustee (the "**Exculpated Parties**") are released and exculpated from any cause of action for any act or omission in connection with, relating to, or arising out of: (a) the CCAA proceedings and the Chapter 15 proceeding; (b) the formulation, preparation, dissemination, negotiation, filing, or consummation of the Support Agreement, the Backstop Commitment Letter, the Plan, any Definitive Documents, or the recognition thereof in the United States; or (c) any restructuring transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, the filing of the CCAA proceeding or the Chapter 15 proceeding, the pursuit of approval and/or consummation of the Plan, the administration and implementation of the Plan, or the distribution of property under the Plan or any other related agreement.

101. The Plan expressly does not release the Exculpated Parties from any causes of action related to any act or omission that is determined in a final order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.

102. On the Effective Date, each Consenting Party (each person who is or becomes a party to the Support Agreement or who submits a vote in favour of the Plan) is deemed to have consented and agreed to the releases, injunctions and exculpations referred to in the Plan.

(g) AMENDMENTS TO THE PLAN

103. The Plan permits the Just Energy Entities, at any time prior to or at the Creditors' Meetings, to vary, modify, amend, or supplement the Plan (each a "**Plan Modification**"), with the prior consent of the Monitor, the Credit Facility Lenders, Shell and the Plan Sponsor (which consent shall not be unreasonably withheld, conditioned or delayed), provided that:

(a) prior to the Creditors' Meetings, notice of any Plan Modification must be posted on the Monitor's Website and provided to the Service List established in the CCAA proceedings (the "**Service List**"); and

(b) during the Creditors' Meetings, notice of any Plan Modification must be given to all Affected Creditors present (or deemed present) at such meeting in person or by proxy prior to the vote being taken, promptly posted on the Monitor's Website, promptly provided to the Service List, and filed with the Court as soon as practicable following the applicable Creditors' Meeting.

104. The Plan further permits the Just Energy Entities to effect a Plan Modification after the Creditors' Meetings (and both prior to and subsequent to the obtaining of any Sanction Order) without obtaining an Order of the CCAA Court or providing notice to the Creditors, if the Just Energy Entities, the Plan Sponsor, the Credit Facility Lenders, Shell and the Monitor, each acting reasonably, determine that such Plan Modification would not be materially prejudicial to the

interests of any Creditors under the Plan or is necessary in order to give effect to the substance of the Plan or the Sanction Order.

(h) RESTRUCTURING STEPS SUPPLEMENT

105. The steps, compromises and releases to be effected in the implementation of the Plan shall occur, and be deemed to have occurred in the order and manner to be set out in the Restructuring Steps Supplement. The Restructuring Steps Supplement is required to be in form and substance acceptable to the Just Energy Entities, the Credit Facility Lenders and the Plan Sponsor, each acting reasonably. The Plan requires that the Restructuring Steps Supplement not be materially prejudicial to the interests of any Creditors under the other sections of the Plan.

(i) CONDITIONS TO IMPLEMENTATION OF THE PLAN

106. In order for the Plan to be implemented, the following conditions, among others, must be satisfied or waived prior to or at the Effective Date:

(a) the Plan shall have been approved by the Required Majorities in conformity with the CCAA;

(b) the Restructuring Steps Supplement shall have been agreed to by the Just Energy Entities, the Credit Facility Lenders and the Plan Sponsor, each acting reasonably;

(c) the Meetings Order, the Authorization Order, and the Sanction Order shall have been issued by the CCAA Court and become Final Orders;

(d) the Meetings Recognition Order, the Authorization Recognition Order, the Sanction Recognition Order and the Claims Procedure Recognition Order shall have been entered by the U.S. Bankruptcy Court and become Final Orders;

(e) the commitments of each of the parties to the Support Agreement shall have been satisfied in all material respects or waived;

(f) all conditions to the Backstop Parties' commitments under the Backstop Commitment Letter shall have been satisfied or waived;

(g) the Just Energy Entities have provided for the payment or satisfaction in full of the DIP Lenders' Claim, the Commodity Supplier Claims, the Government Priority Claims, the Employee Priority Claims and the Claims secured by the Administration Charge, the FA Charge, the Directors' Charge and the KERP Charge;

(h) the Monitor shall have received from the Just Energy Entities the funds necessary to establish and shall have established the Plan Implementation Fund;

(i) no proceeding shall have been commenced that could reasonably be expected to result in an injunction, and no injunction or other order shall have been issued to enjoin, restrict or prohibit any of the transactions contemplated by the Plan, the Support Agreement or the Backstop Commitment Letter;

(j) the New Credit Facility Documents and the New Intercreditor Agreement shall have become effective, subject only to implementation of the Plan;

(k) Just Energy shall have satisfied all conditions or requirements necessary to cease to be a reporting issuer under the U.S. Exchange Act (or any other U.S. securities laws) and ceased to be a reporting issuer thereunder, Just Energy shall cease to be a reporting issuer under applicable Canadian Securities Laws, and no Just Energy Entity shall be deemed to have become a reporting issuer under applicable Canadian Securities Laws;

(l) the New Board shall have been appointed in accordance with the terms of the Support Agreement and the New Corporate Governance Documents and the MIP and other new corporate governance documents shall have become effective, subject only to implementation of the Plan;

(m) the aggregate amount of proceeds from the New Equity Offering and Cash on Hand shall be equal or greater than the total amount to be paid, distributed, or reserved for or from any source by the Just Energy Entities (or the Monitor on their behalf) in order to implement the Plan;

(n) the total amounts to be paid, distributed or reserved in Canadian and US dollars for or from any source by the Just Energy Entities (or the Monitor on their behalf) in order to implement the Plan shall not exceed C$170 million and US$337 million, respectively, plus any accrued and outstanding interest with respect to such amounts;

(o) Shell shall have provided various written confirmations regarding its Continuing Contracts;

(p) all necessary Transaction Regulatory Approvals shall have been obtained and be in full force and effect;

(q) all necessary corporate action and proceedings shall have been taken to approve the Plan and all agreements, resolutions, documents and other instruments reasonably necessary in order to implement the Plan have been executed and delivered;

(r) each of the Employment Agreements[17] shall either remain in place or have been amended as contemplated by the Support Agreement; and

(s) the Effective Date shall have occurred on or prior to the Outside Date.

(j) SUMMARY

107. The Just Energy Entities are of the view that the Plan represents the best alternative available to stakeholders of the Just Energy Entities, while allowing for the receipt, consideration and negotiation of Alternative Restructuring Proposals during the Voting Period. The Plan will enable the business of the Just Energy Entities to continue as a going concern in the expectation that a greater benefit will be derived from the continued operation of the business than would result from bankruptcy or a forced liquidation of the Just Energy Entities' assets. As discussed further above, the Plan has been developed following extensive consultation with the Just Energy Entities' key stakeholders and is supported by such stakeholders.

[17] The employment agreements, the management compensation plans, and indemnification agreements of, or for the benefit of, the Directors, Officers and employees of any of the Just Energy Entities that, on or prior to the Effective Date, have not resigned in each case in existence on the effective date of the Support Agreement.

108. The CCAA and Chapter 15 proceedings have been ongoing for more than 13 months, and despite the relative stability created by the process, continue to generate uncertainty for employees, suppliers, regulators and other business-critical stakeholders necessary for the long-term viability of the Just Energy Entities. It is imperative that a process to facilitate the Just Energy Entities' exit from the CCAA and Chapter 15 proceedings as a going concern be put in place. In the Just Energy Entities' view, the Plan, together with the Voting Period, provides such a process.

109. The Just Energy Entities accordingly seek the relief detailed in paragraph 2 above so as to permit the Plan to be put to Affected Creditors of the Just Energy Entities for consideration (and, if the Required Majorities are obtained, the approval of the CCAA Court), and to establish the period for submission of Alternative Restructuring Proposals.

F. MEETINGS ORDER

110. The proposed Meetings Order authorizes the Just Energy Entities to convene virtual meetings of the Secured Creditor Class and the Unsecured Creditor Class to consider and vote on the Plan. The Just Energy Entities propose that the Creditors' Meetings be held virtually and not in person on August 2, 2022 by means of telephonic or electronic facility using a third-party service provider given the ongoing challenges posed by the COVID-19 pandemic.

(a) NOTIFICATION

111. The proposed Meetings Order provides for comprehensive notification of the Creditors' Meetings to the Affected Creditors, including provision of: (a) a Notice of Meetings (the "**Notice of Meetings**"); (b) an Information Statement which provides Affected Creditors with detailed information regarding the CCAA proceedings, the Plan, approval requirements with respect to the Plan, the details of the Creditors' Meetings, voting entitlements and procedures, and certain

regulatory matters relating to the Plan (the "**Information Statement**"); and (c) one or more proxies, voting instruction forms, distribution election notices and/or new equity offering participation forms, as applicable. A copy of the Notice of Meetings is attached hereto as **Exhibit "AA"**. A Copy of the Information Statement is attached hereto as **Exhibit "BB"**.

112. The Meetings Order provides that:

(a) the Monitor shall, within four (4) days following the date of the Meetings Order, post or cause to be posted electronic copies of the Secured Creditor Class Meeting Materials[18] and the Unsecured Creditor Class Meeting Materials[19] on the Monitor's Website and the website of the Just Energy Entities' noticing agent, Omni Agent Solutions (the "**Noticing Agent's Website**");

(b) the Monitor shall, not later than the seventh (7th) day following the date of the Meetings Order, send or cause to be sent the Secured Creditor Class Meeting Materials by email to the Credit Facility Agent, copied to legal counsel to the Credit Facility Agent. Upon receipt, the Credit Facility Agent is required, at its option, to email the Secured Creditor Class Meeting Materials to each Credit Facility Lender, or post the Secured Creditor Class Meeting Materials to the web-based platform used by the Credit Facility Agent to manage posting of agreements, information and materials for review by the Credit Facility Lenders;

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[18] The Secured Class Meeting Materials are comprised of the Information Statement, the Notice of Meetings, the Meetings Order, and the Secured Creditor Proxy (the "**Secured Creditor Class Meeting Materials**").

[19] The Unsecured Creditor Class Meeting Materials are comprised of the Information Statement, the Notice of Meetings, the Meetings Order, the Unsecured Creditor Proxy, the Subordinated Noteholder VIF, the Distribution Election Notice, the New Equity Offering Participation Form, and the New Shareholder Information Form (the "**Unsecured Creditor Class Meeting Materials**").

(c) the Monitor shall, not later than the seventh (7th) day following the date of the Meetings Order, send or cause to be sent the Unsecured Creditor Class Meeting Materials (excluding the Subordinated Noteholder VIF, the New Shareholder Information Form and the New Equity Offering Participation Form) by pre-paid ordinary mail, courier, personal delivery or email to each General Unsecured Creditor (other than holders of the Subordinated Note Claim) at the address set out in the Negative Notice Claim or Proof of Claim, as applicable, sent or submitted pursuant to the Claim Procedure Order with respect to such General Unsecured Creditor Claim (or in any other written notice that has been received by the Monitor in advance of such date regarding a change of address for a holder of a General Unsecured Creditor Claim);

(d) the Just Energy Entities shall:

(i) not later than the fourth (4th) day following the date of the Meetings Order, provide or cause to be provided to the Subordinated Note Trustee, by courier or delivery in person, the Unsecured Creditor Class Meeting Materials (excluding the Distribution Election Notice, the New Shareholder Information Form, and the New Equity Offering Participation Form). Not later than the third (3rd) business day following receipt of such materials, the Subordinated Note Trustee must provide or cause to be provided to the Subordinated Noteholder by pre-paid first class or ordinary mail, courier, or by delivery in person, the Unsecured Creditor Class Meeting Materials (excluding the Distribution Election Notice, the New Shareholder Information Form, and the New Equity Offering Participation Form); and

(ii) subsequently provide or cause to be provided to Broadridge and other mailing intermediaries for delivery to Beneficial Subordinated Note Claim Holders, generally in accordance with the provisions of *National Instrument 54-101 – Communications With Beneficial Owners of Securities of a Reporting Issuer of the Canadian Securities Administrators*, the Unsecured Creditor Class Meeting Materials (excluding the Unsecured Creditor Proxy, the Distribution Election Notice, the New Shareholder Information Form and the New Equity Offering Participation Form); and

(e) the Monitor shall, not later than the fourth (4th) day following the receipt of a list from Computershare Trust Company of Canada as Agent under the Term Loan Agreement (the "**Term Loan Agent**") providing the names, email addresses, mailing addresses, and other reasonably available contact information for each Term Loan Claim Holder, send or cause to be sent to the Term Loan Agent and each Term Loan Claim Holder, by pre-paid ordinary mail, courier, personal delivery, or email, the Unsecured Creditor Class Meeting Materials (excluding the Subordinated Noteholder VIF and the Distribution Election Notice), as well as an Additional Backstop Notice (as defined in the Backstop Commitment Letter).

113. In addition, the Meetings Order requires the Just Energy Entities to cause CDS Clearing and Depositary Services Inc. ("**CDS**") to publish a bulletin to each institution that is a CDS participant holding Subordinated Notes (each, a "**Participant Holder**") outlining the particulars of the Unsecured Creditors' Meeting and the instructions for obtaining and recording voting instructions submitted by way of Subordinated Noteholder VIF or such other documentation as

the Participant Holder may customarily request for purposes of obtaining voting instructions by Beneficial Subordinated Note Claims Holders.

(b) CONDUCT OF THE CREDITORS' MEETINGS

114. The Meetings Order authorizes the Just Energy Entities to call, hold and conduct the Creditors' Meetings of the Secured Creditor Class on August 2, 2022 at 10:00 a.m. (EDT) (the "**Secured Creditors' Meeting**"), and the Unsecured Creditor Class on August 2, 2022 at 10:30 a.m. (EDT) (the "**Unsecured Creditors' Meeting**" and together with the Secured Creditors' Meeting (the "**Creditors' Meetings**"), for the purposes of considering and if deemed advisable by the Secured Creditor Class and the Unsecured Creditor Class, as applicable, voting in favour of, with or without variation, the Plan.

115. The Creditors' Meetings will be held entirely by electronic means using the platform, technology and services of Lumi Holdings Ltd. ("**Lumi**"). I am advised by counsel to the Just Energy Entities, Osler Hoskin & Harcourt ("**Osler**"), that Lumi's software affords all meeting participants, regardless of geographic location, an equal opportunity to observe the meeting, to ask questions, and to submit votes, all in real-time. The software is web-based, and it can be accessed from any computer or cell phone with an internet connection. There is no fee for meeting participants. Attached as **Exhibit "CC"** is a copy of Lumi's brochure describing its platform and services.

116. The Meetings Order provides that a representative of the Monitor will preside as the Chairperson of the Creditors' Meetings and, subject to any further Order of this Court, will decide all matters relating to the conduct of the Creditors' Meetings. The Monitor may appoint scrutineers

for the supervision and tabulation of the attendance at, quorum at, and votes cast at the Creditors' Meetings. A Person designated by the Monitor will act as secretary of the Creditors' Meetings.

117. The only Persons entitled to attend the Creditors' Meetings are: (a) the Affected Creditors entitled to vote at that Creditors' Meeting (or, if applicable, any Person holding a valid Secured Creditor Proxy or Unsecured Creditor Proxy on behalf of one or more such Affected Creditors), and any such Affected Creditor's legal counsel and financial advisors; (b) the Chairperson, the scrutineers and the secretary; (c) the Monitor and the Monitor's legal counsel; (d) one or more representatives of the board and/or senior management of the Just Energy Entities, and the Just Energy Entities' legal counsel and financial advisor; and (e) the Plan Sponsor and the Plan Sponsor's legal counsel and financial advisor. Any other person may be admitted to a Creditors' Meeting on invitation of the Just Energy Entities, in consultation with the Monitor.

118. Neither Beneficial Subordinated Note Claim Holders nor the Subordinated Note Trustee are permitted to attend or vote at the Unsecured Creditors' Meeting. Beneficial Subordinated Note Claim Holders must provide any voting instructions through their Participant Holder by completing and returning a Subordinated Noteholder VIF in accordance with the Meetings Order. Only the Subordinated Noteholder is entitled to vote on the Plan on behalf of all holders of the Subordinated Note Claim using the procedures provided in the Meetings Order.

(c) VOTING

119. The voting procedures were designed by the Just Energy Entities, in consultation with the Monitor, to provide an opportunity for Affected Creditors to register their votes for or against the Plan. The Meetings Order and the Plan provide, *inter alia*:

(a) at each Creditors' Meeting, the Chairperson will direct a vote using the voting options available at the virtual Creditors' Meeting or by proxy on a resolution to approve the Plan and any amendments thereto and any other resolutions that the Just Energy Entities consider appropriate with the consent of the Plan Sponsor, the Credit Facility Agent (with respect to the Secured Creditors' Meeting) and the Monitor;

(b) the quorum required at each Creditors' Meeting is one Secured Creditor with an Accepted Claim at the Secured Creditors' Meeting, and one Unsecured Creditor with an Accepted Claim at the Unsecured Creditors' Meeting, in each case present in person (by electronic means) or by proxy;

(c) if the requisite quorum is not present at a Creditors' Meeting, the Chairperson may adjourn the meeting, provided that any such adjournment or adjournments must be for a period of not more than 2 days in total, unless otherwise agreed to by the Just Energy Entities, the Credit Facility Agent, the Plan Sponsor and the Monitor;

(d) each Affected Creditor (other than Beneficial Subordinated Note Claim Holders who are not entitled to attend either of the Creditors' Meetings) will be permitted to attend the applicable Creditors' Meeting itself or may appoint another person to attend the applicable Creditors' Meeting as its proxyholder in accordance with the process provided in the Meetings Order. The Meetings Order contains provisions detailing the registration requirements for voting (including the requirement that Term Loan Claim Holders, General Unsecured Creditors and the Subordinated Noteholder each submit an Unsecured Creditor Proxy, Beneficial Subordinated

Note Claim Holders each submit a Subordinated Noteholder VIF to their Participant Holders, and the Credit Facility Lenders each submit a Secured Creditor Proxy, each in accordance with the Meetings' Order) and sets out the procedures and deadlines for submitting the necessary registrations and/or proxies;

(e) the Chairperson has the discretion to accept for voting purposes any Unsecured Creditor Proxy or Secured Creditor Proxy submitted to the Monitor in accordance with the Meetings Order notwithstanding any minor error or omission in such Unsecured Creditor Proxy or Secured Creditor Proxy;

(f) Affected Claims may be transferred or assigned in accordance with the Plan and the Support Agreement;

(g) as discussed further above, each Affected Creditor with a Disputed Claim against the Just Energy Entities (other than the Subject Class Action Plaintiffs and the Texas Power Interruption Claimants' Counsel) will be entitled to attend the applicable Creditors' Meeting and will have one (1) vote at the Creditors' Meeting in the dollar value of such Disputed Claim as set out in the Negative Notice Claims Package or the Acceptance Value, as applicable, sent to the holder of the Disputed Claim or, if no Negative Notice Claims Package or Acceptance Value was sent, the value set forth in the corresponding Proof of Claim, provided however, that:

   (i) the Subject Class Action Plaintiffs will be entitled to attend the Creditors' Meeting of the Unsecured Creditor Class and will have one (1) vote per Subject Class Action Plaintiff in an amount equal to $1.00; and

(ii) each of the Texas Power Interruption Claimants' Counsel will be entitled to attend the Creditors' Meeting of the Unsecured Creditor Class and will have one (1) vote in an amount equal to $1.00;

(h) the Monitor is required to keep a separate record of votes cast by Affected Creditors with Disputed Claims and report to the CCAA Court with respect thereto at the Plan Sanction Hearing. If approval or non-approval of the Plan by Affected Creditors would be affected by the votes cast in respect of Disputed Claims, such result must be reported to the CCAA Court as soon as reasonably practicable after the Creditors' Meetings; and

(i) Unaffected Claims, the BP Commodity/ISO Services Claim and Equity Claims are not entitled to vote at the Creditors' Meetings.

120. I have been advised by Osler that (i) the provisions of Multilateral Instrument 61 -101 "Protection of Minority Securityholders in Special Transactions", that require "minority" shareholder approval in respect of certain "related party transactions" or "business combinations" may be triggered by the Plan, and (ii) the CCAA provides that shareholders are not required to vote on the Plan unless specifically ordered by the Court.

(d) APPROVAL AND COURT SANCTION OF THE PLAN

121. To be approved, the Plan must receive an affirmative vote by the Required Majorities at each Creditors' Meeting. The result of any vote at the Creditors' Meetings shall be binding on all Affected Creditors in the relevant class for such Meeting, regardless of whether such Affected

Creditor was present at or voted at the applicable Creditors' Meetings) or was entitled to be present or vote at either or both of the Creditors' Meetings.

122. The Just Energy Entities propose that, in the event the Plan is approved by the Required Majorities, the Just Energy Entities will bring a motion on a date to be scheduled by the CCAA Court seeking a Sanction Order sanctioning the Plan under the CCAA.

123. The Monitor will provide a report to the Court as soon as practicable after the Creditors' Meetings with respect to: (a) the results of voting at the Creditors' Meetings; (b) whether the Required Majorities have approved the Plan; (c) the separate tabulation for Disputed Claims; and (d) in its discretion, any other matters relating to the requested Sanction Order (the "**Monitor's Report Regarding the Meetings**"). The Monitor's Report Regarding the Meetings will be served on the Service List and posted on the Monitor's Website and the Noticing Agent's Website prior to the Plan Sanction Hearing.

124. The Just Energy Entities are of the view that the proposed Meetings Order is fair and reasonable in the circumstances and will allow all Affected Creditors to fully consider the Plan and participate in the applicable Creditors' Meeting. The Just Energy Entities accordingly seek approval of the proposed Meetings Order by the CCAA Court.

G. AMENDMENT OF THE CLAIMS PROCEDURE ORDER

125. The Claims Procedure Order permits the Just Energy Entities, at their election and in consultation with the Monitor, to refer any dispute raised in a Notice of Dispute of Revision or Disallowance to either a Claims Officer or the CCAA Court for adjudication. A copy of the Claims Procedure Order is attached hereto as **Exhibit "DD"**.

126. Within the Claims Process, the Just Energy Entities have received one or more Winter Storm Claims which engage, and are based significantly on, the utility regulatory regime in Texas, including the Texas *Public Utility Regulatory Act*. Adjudication and determination of such Winter Storm Claims will require particularized understanding and application of the legal and regulatory framework which govern the transmission, distribution, delivery, procurement, and resale of electricity in Texas. The Winter Storm Claims raise issues of U.S. law which are specific to utility regulation in Texas and, as such, are particularly well suited for determination by the U.S. Bankruptcy Court based in Texas which has carriage of the Applicants' restructuring in the United States instead of by a Claims Officer or the CCAA Court.

127. The Just Energy Entities are accordingly seeking to amend the Claims Procedure Order to permit them, in their sole discretion and in consultation with the Monitor, to have any Winter Storm Claims adjudicated and determined by the U.S. Bankruptcy Court (subject to the entry of an Order by the U.S. Bankruptcy Court recognizing the Authorization Order) rather than by a Claims Officer or the CCAA Court.

128. Should the requested amendment to the Claims Procedure Order be granted by the CCAA Court and the Authorization Order recognized by the U.S. Bankruptcy Court, it is the intention of the Just Energy Entities to request that the Texas Power Interruption Claim be adjudicated and determined by the U.S. Bankruptcy Court.

H. <u>EXTENSION TO THE STAY PERIOD</u>

129. The Initial Order granted a Stay Period until and including March 19, 2021. The Stay Period has subsequently been extended on numerous occasions including, most recently, to May 26, 2022.

130. The Just Energy Entities are seeking to extend the Stay Period up to and including August 19, 2022. The Just Energy Entities believe that the extension of the Stay Period is necessary and appropriate in the circumstances to provide the Just Energy Entities with the necessary breathing room to:

(a) satisfy all milestones dates under the Support Agreement, including the 62-day Voting Period;

(b) call, hold and conduct the Creditors' Meetings to allow Affected Creditors to consider and vote on resolutions to approve the Plan (if no definitive Alternative Restructuring Proposal or definitive Superior Proposal is received and accepted in accordance with the terms of the Support Agreement (or the Support Agreement is not otherwise terminated));

(c) if approved by the Required Majorities of Creditors at the Creditors' Meetings, seek the Sanction Order from the CCAA Court sanctioning the Plan and an enforcement and recognition order from the U.S. Bankruptcy Court; and

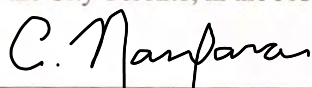
(d) if granted, implement the Plan and emerge from the CCAA and Chapter 15 proceedings as well-capitalized, financially viable entities well positioned for long-term success.

131. The extension of the Stay Period is also necessary to allow the Just Energy Entities, in consultation with the Monitor, to continue the process of reviewing and determining all necessary Claims received within the Claims Process in accordance with the Claims Procedure Order.

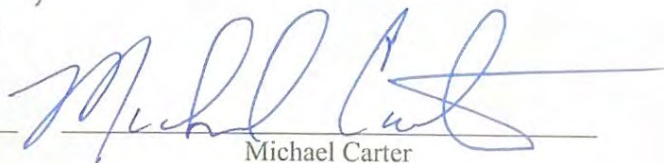
132. The Just Energy Entities have acted and continue to act in good faith and with due diligence in these CCAA proceedings. Since the last extension to the Stay Period on April 21, 2022, the Just Energy Entities have worked in earnest to finalize the Plan, the Support Agreement, the Backstop Commitment Letter, the Restructuring Term Sheet, the MIP Term Sheet, the Corporate Governance Term Sheet for New Just Energy Parent, the terms of the New Credit Facility, New Intercreditor Agreement and other transaction-related agreements and documents so as to be in a position to seek the Meetings Order and Authorization Order on May 26, 2022.

133. I understand that the Monitor will file a report (the "**Monitor's Tenth Report**") which will include, among other things, a cash flow forecast demonstrating that, subject to the underlying assumptions contained therein, the Just Energy Entities will have sufficient funds to continue their operations and fund these CCAA proceedings until August 19, 2022. I further understand that the Monitor's Tenth Report will recommend that the Stay Period be extended.

SWORN BEFORE ME over video teleconference this 12th day of May, 2022 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the Town of Flower Mound, in the State of Texas while the Commissioner was located in the City Toronto, in the Province of Ontario.



Commissioner for Taking Affidavits
Chloe Nanfara (LSO No. 79715G)



Michael Carter

SCHEDULE "A"

Claim[20]	USD Principal Amount	CAD Principal Amount	USD/CAD Including Accrued but Unpaid Interest
DIP Lenders' Claim	$125 million	$158.8 million	Interest paid in the normal course
BP Commodity/ISO Services Claim[21]	$229.7 million	$291.7 million	US248.6 million[22] C$315.7 million
Credit Facility Claim[23]	$119.2 million	$151.4 million	US$126.9 million[24] C$161.1 million
Term Loan Claim	$208.6 million	$264.9 million	US$218.7 million[25] C$277.7 million
Subordinated Note Claim	$10.4 million	$13.2 million	US$10.7 million[26] C$13.6 million

New Equity Offering[27]	USD	CAD
New Equity Offering	$192.55 million	$244.5 million

[20] All Claims converted at a rate of C$1.27 per US$1.00.

[21] US$229.5 million and C$0.2 million.

[22] Interest accrued to September 30, 2022.

[23] US$43.3 million and C$96.4 million.

[24] While interest is being paid to the Credit Facility Lenders in the normal course, default interest continues to accrue and will be paid on the Effective Date. The US$126.9 million / C$161.1 million reflects only accrued but unpaid default interest since regular interest is being paid in the normal course.

[25] Interest accrued to the Filing Date (March 9, 2021).

[26] Interest accrued to the Filing Date (March 9, 2021).

[27] All Claims converted at a rate of C$1.27 per US$1.00.

THIS IS EXHIBIT U REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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

Just Energy Group Inc. et al.

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

May 18, 2022

F T I
CONSULTING

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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., 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**")

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

protections of the Initial Order, including the Stay of Proceedings, were extended to certain subsidiaries of Just Energy that are partnerships (collectively with the Applicants, the "**Just Energy Entities**"); (iii) FTI Consulting Canada Inc. was appointed as Monitor of the Just Energy Entities (in such capacity, the "**Monitor**"); and (iv) the Court approved a debtor-in-possession interim financing 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 and Alter Domus (US) LLC, as administrative agent for the lenders (the "**DIP Lenders**") dated March 9, 2021.

3. The Initial Order was amended and restated on March 19, 2021 and May 26, 2021 (the "**Second A&R Initial Order**").

4. On March 9, 2021, Just Energy, in its capacity as foreign representative (in such capacity, the "**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.* 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, as may be further amended by the Court from time to time.

5. On September 15, 2021, the Court granted the Claims Procedure Order (the "**Claims Procedure Order**") that approved the claims process for the identification, quantification, and resolution of Claims (as defined in the Claims Procedure Order) as against the Just Energy Entities and their respective directors and officers (the "**Claims Procedure**").

6. By order dated February 9, 2022, the Court denied, with reasons to follow, certain relief requested by Canadian counsel to U.S. counsel to Fira Donin and Inna Golovan in their

capacity as proposed representative plaintiffs in *Donin et al. v. Just Energy Group Inc. et al.* (the "**Donin Action**"), and Trevor Jordet in his capacity as proposed representative plaintiff in *Jordet v. Just Energy Solutions Inc.* (the "**Jordet Action**" and together with the Donin Action, the "**Donin/Jordet Actions**"). The Court's reasons for the dismissal are set out in the written reasons of Justice McEwen dated February 23, 2022 (the "**McEwen Endorsement**"), which is available on the Monitor's Website (as defined below). Canadian counsel to U.S. counsel for the Donin/Jordet Actions filed a Notice of Motion for Leave to Appeal the McEwen Endorsement to the Court of Appeal for Ontario on February 24, 2022 (the "**Motion for Leave to Appeal**"). The Just Energy Entities filed their response to the Motion for Leave to Appeal on April 29, 2022.

7. On March 3, 2022, the Court granted an Order extending the Stay Period until March 25, 2022 and appointing the Honourable Justice Dennis O'Connor as Claims Officer (the "**Claims Officer**") with respect to the adjudication of the Donin/Jordet Actions.

8. On March 24, 2022 and April 21, 2022, the Court granted Orders extending the Stay Period until April 22, 2022 and May 26, 2022, respectively, to provide additional time for the Just Energy Entities to file a recapitalization plan.

9. On May 5, 2022, the Court granted an Order authorizing the Foreign Representative to pursue claims under section 36.1 of the CCAA in the U.S. Court subject to the supervision of the Monitor.

10. All references to monetary amounts in this Tenth Report of the Monitor (the "**Tenth Report**") are in Canadian dollars unless otherwise noted. Any capitalized terms not defined herein have the meanings given to them in the Plan.

11. Further information regarding the CCAA Proceedings, including all materials publicly filed in connection with these proceedings, is available on the Monitor's website at http://cfcanada.fticonsulting.com/justenergy/ (the "**Monitor's Website**").

12. 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, is available on the website of Omni Agent Solutions as the U.S. noticing

agent of the Just Energy Entities at https://omniagentsolutions.com/justenergy (the "**Noticing Agent's Case Website**").

13. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan. A copy of the Plan is attached as **Appendix "A"** hereto.

PURPOSE

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

(a) the Monitor's activities since the Monitor's Ninth Report to the Court dated April 18, 2022 (the "**Ninth Report**");

(b) the relief sought by the Applicants in their proposed Order (the "**Meetings Order**"), including the following relief:

(i) accepting the filing of the Just Energy Entities' Plan of Compromise and Arrangement dated May 26, 2022 (as may be amended from time to time, the "**Plan**");

(ii) authorizing the Just Energy Entities to establish two classes of creditors for the purpose of considering and voting on the Plan: (A) the Secured Creditor Class; and (B) the Unsecured Creditor Class;

(iii) authorizing the Just Energy Entities to call, hold and conduct virtual meetings (the "**Creditors' Meetings**") of the Secured Creditor Class and the Unsecured Creditor Class to consider and vote on resolutions to approve the Plan, and approving the voting and other procedures to be followed with respect to the Creditors' Meetings;

(c) the relief sought by the Applicants in their proposed Order (the "**Authorization Order**"), including the following relief:

(i) approving the Support Agreement and the Backstop Commitment Letter (as such terms are defined herein) and related relief with respect to such agreements;

(ii) approving the Termination Fee (as defined herein) and granting a Court-ordered charge as security for payment of the Termination Fee;

(iii) amending the Claims Procedure Order to permit the Just Energy Entities to elect, in consultation with the Monitor, that any Claim that arises from or relates primarily to the winter storm that occurred in Texas in February 2021 and that was submitted by a Claimant who lives in the U.S. (or lived in the U.S. at the time of such winter storm) (collectively, the "**Winter Storm Claims**") be adjudicated and determined by the U.S. Court, at its discretion;

(iv) extending the Stay Period to August 19, 2022;

(v) approving the activities, conduct and Tenth Report of the Monitor; and

(vi) approving the fees and disbursements of the Monitor and its Canadian and U.S. counsel incurred in the CCAA Proceedings for the period from October 30, 2021 to May 6, 2022 and May 7, 2022, as applicable;

(d) a contract disclaimer issued by Just Energy (U.S.) Corp. with the consent of the Monitor pursuant to the CCAA;

(e) an update on the Claims Procedure and the resolution of Claims pursuant to the Claims Procedure Order;

(f) the Just Energy Entities' actual cash receipts and disbursements for the 4-week period ending May 7, 2022, a comparison to the cash flow forecast attached as Appendix "A" to the Monitor's Ninth Report, along with an updated cash flow forecast for the period ending August 20, 2022; and

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

TERMS OF REFERENCE AND DISCLAIMER

15. In preparing this Tenth 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**").

16. Except as otherwise described in this Tenth 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 Tenth Report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*.

17. The Monitor has prepared this Tenth Report to provide information to the Court in connection with the relief requested by the Applicants. This Tenth Report should not be relied on for any other purpose.

MONITOR'S ACTIVITIES SINCE THE NINTH REPORT

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

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

    (b) participating in regular and frequent discussions with the Just Energy Entities, their respective legal counsel and other advisors regarding, among other things, the CCAA Proceedings, the Just Energy Entities' restructuring initiatives including with respect to the Plan, the Claims Procedure, and the structure of the Creditors' Meetings;

    (c) participating in regular discussions with the DIP Lenders and other key stakeholders, and their respective legal counsel and other advisors regarding,

among other things, the Just Energy Entities' restructuring initiatives and the Plan;

(d) in consultation with the Just Energy Entities, administering the Claims Procedure, reviewing and recording filed Claims, issuing Notices of Revision or Disallowance and amended Negative Notices (as each term is defined in the Claims Procedure Order), and notifying creditors of accepted Claims where applicable;

(e) discussions with the Just Energy Entities relating to the settlement of certain state taxes;

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

(g) working with the Just Energy Entities, their advisors, and the Monitor's counsel, as applicable, to, among other things:

  (i) provide stakeholders with financial and other information as appropriate in the circumstances;

  (ii) assist the Just Energy Entities in furthering their analysis and considerations with respect to the Plan, including assisting with the preparation of related cash flow forecasts, analysis, and presentations; and

  (iii) ensure compliance with the requirements of regulators in applicable jurisdictions;

(h) attending meetings of the Board of Directors of Just Energy, and various committees thereof;

(i) responding to stakeholder inquiries regarding the Claims Procedure and the CCAA Proceedings generally;

(j) observing the developments and steps taken by the parties to the adjudication of the Donin/Jordet Actions, and providing assistance to the Claims Officer where requested;

(k) posting monthly reports on the value of the Priority Commodity/ISO Obligations to the Monitor's Website in accordance with the terms of the Second A&R Initial Order;

(l) maintaining the service list for the CCAA Proceedings (the "**Service List**") with the assistance of counsel for the Monitor, a copy of which is posted on the Monitor's Website; and

(m) preparing this Tenth Report.

THE PROPOSED RESTRUCTURING PLAN AND MEETINGS ORDER

19. As noted in the Monitor's prior reports to the Court, the Plan has been the subject of months-long negotiations among the Just Energy Entities, in consultation with the Monitor, and key stakeholders including:

(a) the entities that are DIP Lenders and, together with an affiliated limited partner, are holders of substantially all of the debt issued under the First Amended and Restated Loan Agreement dated as of September 28, 2020 (as amended from time to time, the "**Term Loan Agreement**", the registered lenders thereunder, the "**Term Loan Lenders**" and each beneficial holder thereof, a "**Beneficial Term Loan Claim Holder**");

(b) the Plan Sponsor, which is comprised of the same investment funds that constitute the DIP Lenders;

(c) the lenders under the ninth amended and restated credit agreement with Just Energy Ontario L.P. and Just Energy U.S. Corp. ("**Just Energy U.S.**"), dated as of September 28, 2020 (as amended from time to time, the "**Credit Agreement**", the lenders thereunder, the "**Credit Facility Lenders**", and National Bank of Canada as the administrative agent thereunder, the "**Credit Facility Agent**");

(d) Shell Energy North America (Canada) Inc., Shell Energy North America (US), L.P., and Shell Trading Risk Management, LLC (collectively, "**Shell**") as secured commodity suppliers; and

(e) CBHT Energy I LLC ("**CBHT**"), an affiliate of the DIP Lenders and the holder and assignee of all secured pre-filing claims (the "**BP Commodity / ISO Services Claims**") previously held by BP Canada Energy Group ULC and BP Energy Company (together, "**BP**").

20. Consensus has been reached among the Just Energy Entities and key stakeholders with respect to the Plan, in consultation with the Monitor, as demonstrated by the Support Agreement dated May 12, 2022 (the "**Support Agreement**") entered into among the Just Energy Entities, the Plan Sponsor, CBHT, Shell, the Credit Facility Lenders, and certain Term Loan Lenders that are signatories thereto. The stakeholder parties to the Support Agreement account for more than $1 billion of the Just Energy Entities' secured and unsecured debt.

21. The Applicants now seek the Court's acceptance of the filing of the Plan, and authorization and direction to call, hold and conduct the Creditors' Meetings for the purposes of having the Affected Creditors vote on the Plan.

Overview of the Plan

22. The Plan, if implemented, will permit the Just Energy Entities to exit both the CCAA Proceedings and the Chapter 15 Proceedings without any material disruption to normal business operations and with a significantly deleveraged balance sheet. Specifically, the Plan's implementation would eliminate the Just Energy Entities' funded debt in amounts totaling,[1] less any Credit Facility Remaining Debt, US$252.0 million and $109.6 million plus applicable fees, interest, or other amounts owing and provide a minimum $75 million of new liquidity.

23. A high-level overview of the Plan follows:

[1] Funded debt eliminated would include: (i) the Credit Facility Claim of approximately US$43.4 million and $96.4 million plus accrued default interest through the Effective Date less the Credit Facility Remaining Debt (if any) of up to $20 million excluding letters of credit that are issued but undrawn at the Effective Date; (ii) the Term Loan Claim of approximately US$208.6 million plus applicable pre-filing accrued and outstanding fees, interest, or other amounts owing; and, iii) the Subordinated Note Claim of approximately $13.2 million plus applicable accrued and outstanding fees, interest, or other amounts owing.

(a) *Reorganized Corporate Structure*: the Just Energy Entities will be reorganized such that upon implementation of the Plan, Just Energy U.S. or another company organized in the U.S. will be the ultimate parent of the Just Energy Entities (the "**New Just Energy Parent**"). The New Just Energy Parent will be a private company with two classes of shares – newly issued common shares (the "**New Common Shares**") and newly issued preferred shares (the "**New Preferred Shares**").

(i) *New Preferred Shares*: on the Effective Date[2], CBHT, as the holder and assignee of all pre-filing secured claims previously held by BP, will receive 100% of the New Preferred Shares of the New Just Energy Parent; and

(ii) *New Common Shares*: on the Effective Date, the New Just Energy Parent will complete an equity offering in the aggregate amount of US$192.55 million for 80% of the New Common Shares (the "**New Equity Offering**"), subject to dilution by the equity issued or issuable pursuant to the management incentive plan contemplated by the Support Agreement ("**MIP**"). The New Equity Offering will be backstopped in accordance with the Backstop Commitment Letter (as defined herein), and will be open for participation to each Backstop Party and Beneficial Term Loan Claim Holder (as such terms are defined herein), subject to applicable securities laws;

(b) *New Credit Agreement and Intercreditor Agreement*: on the Effective Date, applicable Just Energy Entities will enter into: (i) an amended and restated credit agreement (the "**New Credit Agreement**") with the Credit Facility Lenders which will provide for a $250 million first lien revolving credit

[2] The day on which the conditions precedent to the implementation of the Plan are satisfied or otherwise waived in accordance with the Plan and the Monitor delivers the required certificates to the Just Energy Entities' counsel and the Plan Sponsor's counsel.

facility[3], and (ii) a new intercreditor agreement with the Credit Facility Lenders, Shell, and other applicable Commodity Suppliers;

(c) *Two Classes of Creditors*: two classes of creditors will be established for purposes of voting on and receiving a distribution as provided for in the Plan – the Secured Creditor Class and the Unsecured Creditor Class (as such terms are defined herein);

(d) *Administrative Expense Reserve and Unsecured Creditor Cash Pool*: the Just Energy Entities will deliver or cause to be delivered to the Monitor the aggregate amount of: (i) $1.9 million (the "**Administrative Expense Reserve**"); and (ii) $10 million (the "**General Unsecured Creditor Cash Pool**", and together with the Administrative Expense Reserve, the "**Plan Implementation Fund**"). The fees and disbursements of the Monitor, its counsel and any other person retained by it, in connection with administrative and estate matters (the "**Monitor Administration Expenses**") will be paid from the Administrative Expense Reserve. Any unused portion of the Administrative Expense Reserve will be transferred by the Monitor to the New Just Energy Parent;

(e) *Secured Creditor Recoveries*: the Credit Facility Claim will be paid in full in cash on the effective date of the Plan, less up to $20 million of the Credit Facility Remaining Debt (if any), which will remain outstanding under the New Credit Agreement;

(f) *Unsecured Creditor Recoveries*: within the Unsecured Creditor Class:

(i) the Term Loan Lenders will receive their *pro rata* share of 10% of the New Common Shares (subject to dilution by the MIP) and the ability to participate in the New Equity Offering;

[3] Pursuant to the Plan, the Credit Facility Remaining Debt (if any) of up to $20 million will remain as an initial outstanding principal amount under the New Credit Agreement.

(ii) Convenience Claim (as defined herein) holders will be paid in full up to $1,500[4] from the General Unsecured Creditor Cash Pool and are deemed to vote in favour of the Plan;

(iii) General Unsecured Creditors with Accepted Claims will be paid their *pro rata* share of the balance of the General Unsecured Creditor Cash Pool after deducting for the following amounts that shall be paid in priority from the General Unsecured Creditor Cash Pool: (A) the amount required to be paid under (ii) above; and (B) the reasonable fees and disbursements of the Just Energy Entities' legal and financial advisors, the Monitor and its counsel, and any other person retained by the Just Energy Entities or the Monitor in connection with post-Effective Date matters (other than the Monitor Administration Expenses), including all costs to resolve undetermined claims such as the Contingent Litigation Claims (as defined below);

(g) *BP Commodity/ISO Services Claimholder*: on the Effective Date, in full and final satisfaction of the BP Commodity / ISO Services Claims, New Just Energy Parent shall issue the New Preferred Shares to the BP Commodity / ISO Services Claimholder.

(h) *De Minimis Claim*: Claims less than $10 will not receive a distribution under the Plan ("**De Minimis Claims**"). Given that such Claims form part of the Convenience Class, Creditors holding a De Minimis Claim are deemed to vote in favour of the Plan;

(i) *Unaffected Claims*: numerous claims are unaffected under the Plan and are not entitled to vote on, or receive any distributions under, the Plan including Post-Filing Claims, any claims secured by the CCAA Charges (which shall all be fully satisfied), Commodity Supplier Claims (as described further below), certain regulatory claims, and claims that are not capable of compromise under the CCAA;

[4] Other than De Minimis Claims, as described below.

(j) *Commodity Supplier Claims*: the pre-filing secured claims of Commodity Suppliers[5] shall be paid in full in cash and are treated as "unaffected" under the Plan; and

(k) *Equity Claims*: Equity Claims will not receive any distributions under the Plan, will be extinguished, and are not entitled to vote on the Plan.

24. The Plan relies on various assumptions and projections regarding, among other things, the financial performance of the Just Energy Entities over the coming months, including forecasted commodity prices for natural gas and electricity. If there is a material deviation from the projections, there is a risk that more capital may be required in order for the Just Energy Entities to be able to implement the Plan. The Monitor understands that the Just Energy Entities have no certainty that such capital will be available, the terms on which it may be provided, or the impact it will have on other stakeholders.

25. The proposed Meetings Order provides that the Plan may be amended (a "**Plan Modification**") in accordance with its terms, which in-turn requires (a) the prior consent of the Monitor, the Credit Facility Lenders, Shell and the Plan Sponsor (which consent shall not be unreasonably withheld, conditioned or delayed), and (b) that any Plan Modification shall be posted on the Monitor's Website, distributed to the Service List and provided to the Affected Creditors during the Creditors' Meetings.

Plan Releases

26. The proposed Plan provides full and final releases from the Released Claims (as defined below) in favour of the following persons, among others (collectively, the "**Released Parties**"): the present and former affiliates, directors, officers, advisors, legal counsel and agents of such Released Parties; the Just Energy Entities, the Monitor, the parties that have executed the Support Agreement, the Backstop Parties (as defined herein), the DIP Agent, the DIP Lenders and the Plan Sponsor; the Credit Facility Agent, the Term Loan Agent, and the Subordinated Note Trustee.

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[5] This includes Shell's Commodity Supplier Claim but not the BP Commodity / ISO Services Claims that are being satisfied pursuant to the issuance of the New Preferred Shares.

27. The "**Released Claims**" include any and all claims, demands, causes of action, dealings, occurrences that existed or took place prior to the Effective Date, or that relate to implementation of the Plan, including distributions pursuant to the Plan following the Effective Date, that constitute or are in any way related to, arise out of or in connection with, among other things:

    (a) any Claims and D&O Claims (as such terms are defined in the Claims Procedure Order);

    (b) the business and affairs of the Just Energy Entities whenever or however conducted;

    (c) the Support Agreement, the Backstop Commitment Letter, the CCAA Proceedings and Chapter 15 Proceedings, or any document, instrument, matter or transaction involving the Just Energy Entities arising in connection with or pursuant to any of the foregoing; and

    (d) any contract that has been restructured, terminated, repudiated, disclaimed, or resiliated in accordance with the CCAA.

28. The releases provided in the Plan do not release or discharge:

    (a) Insured Claims, provided that from and after the Effective Date, any person having an Insured Claim will be irrevocably limited to recovery from the proceeds of the applicable Insurance Policies;

    (b) any obligations of any of the Released Parties under or in connection with the Plan, the Support Agreement, the Backstop Commitment Letter, the Definitive Documents, the New Credit Facility Documents, the New Intercreditor Agreement, the New Common Shares, the New Preferred Shares, the MIP or the New Corporate Governance Documents;

    (c) any Unaffected Claim that has not been paid in full under the Plan, or any claim that is not permitted to be released pursuant to section 19(2) of the CCAA; or

    (d) any Director from any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

29. The Plan also includes various exculpations. Specifically, the Plan provides that the Exculpated Parties (which includes certain of the Released Parties) shall be released to the fullest extent possible under applicable laws from any cause of action for any act or omission in connection with, relating to, or arising out of the restructuring proceedings.

Conditions Precedent

30. The Plan is conditional on the following being satisfied or waived prior to or at the Effective Date, among other things:

(a) the Plan shall have been approved by the Required Majorities in conformity with the CCAA;

(b) the Meetings Order, the Authorization Order, and the Sanction Order shall have been issued by the Court and related recognition orders shall have been entered by the U.S. Court;

(c) the commitments of each of the parties to the Support Agreement shall have been satisfied in all material respects or waived;

(d) all conditions to the Backstop Parties' commitments under the Backstop Commitment Letter shall have been satisfied or waived;

(e) the Monitor shall have received from the Just Energy Entities the funds necessary to establish, and shall have established, the Plan Implementation Fund;

(f) no proceeding shall have been commenced that could reasonably be expected to result in an injunction, and no injunction or other order shall have been issued to enjoin, restrict or prohibit any of the transactions contemplated by the Plan, the Support Agreement or the Backstop Commitment Letter;

(g) Just Energy shall have satisfied all conditions or requirements necessary to cease to be a reporting issuer under the U.S. Exchange Act (or any other U.S. securities laws), and applicable Canadian Securities Laws, and no Just Energy Entity shall be deemed to have become a reporting issuer under applicable Canadian Securities Laws;

(h) the aggregate amount of proceeds from the New Equity Offering and Cash on Hand shall be equal to or greater than the total amount to be paid, distributed, or reserved for or from any source by the Just Energy Entities (or the Monitor on their behalf) in order to implement the Plan;

(i) the total amounts to be paid, distributed or reserved in Canadian and US dollars for or from any source by the Just Energy Entities (or the Monitor on their behalf) in order to implement the Plan shall not exceed $170 million and US$337 million, respectively, plus any accrued and outstanding interest with respect to such amounts;

(j) all applicable required regulatory approvals shall have been obtained and be in full force and effect; and

(k) the Effective Date shall have occurred on or prior to the Outside Date (as defined below).

Classification of Creditors

31. The proposed Meetings Order establishes two classes of Affected Creditors for the purposes of considering and voting on the Plan:

(a) the "**Secured Creditor Class**", consisting of the Credit Facility Lenders in respect of all amounts owing under the current Credit Agreement as of the Effective Date, excluding any Cash Management Obligations (as defined in the Second ARIO), any Commodity Supplier Claims, or any letters of credit issued but undrawn under the Credit Agreement;

(b) the "**Unsecured Creditor Class**", consisting of both:

(i) *Term Loan Claimholders*: in respect of the aggregate principal amount of US$208.6 million owing by the Just Energy Entities under the Term Loan Agreement plus all accrued and outstanding pre-filing fees, costs, interest, or other amounts owing pursuant to the Term Loan Agreement, as determined in accordance with the Claims Procedure Order; and

(ii) *General Unsecured Claimholders*: in respect of all Affected Claims which are not a Term Loan Claim, an Equity Claim, a Credit Facility

Claim, a Commodity Supplier Claim or a BP Commodity / ISO Services Claim.

32. The general unsecured claimholders category of the Unsecured Creditor Class includes the following claims:

(a) one certified and two uncertified class actions (collectively, the "**Subject Class Action Claims**") in respect of which Proofs of Claim were filed in accordance with the Claims Procedure Order:

(i) *Haidar Omarali v. Just Energy Group Inc. et al.*, Ontario Superior Court of Justice Court File No. CV-15-527493-00CP, a certified class action proceeding filed in Ontario alleging improper classification of employees and claiming $105.9 million. In consultation with the Monitor, the representative plaintiff's claims against the applicable Just Energy Entities and certain directors and officers of the Just Energy Entities have been denied in their entirety through the delivery of Notices of Revision or Disallowance in accordance with the Claims Procedure Order. The representative plaintiff has filed corresponding Notices of Dispute of Revision or Disallowance;

(ii) The Jordet Action: *Trevor Jordet v. Just Energy Solutions, Inc.*, Case No. 2:18-cv-01496-MMB, a proposed and uncertified class action proceeding filed solely against Just Energy Solutions Inc. ("**Solutions**") in the U.S. District Court in the Western District of New York alleging improper pricing for residential gas services and claiming US$3.7 billion (this number represents a joint damages calculation with the *Donin* claim below). In consultation with the Monitor, the representative plaintiff's claim against Solutions has been denied in its entirety through the delivery of Notices of Revision or Disallowance in accordance with the Claims Procedure Order. The representative plaintiff law firm has filed a corresponding Notice of Dispute of Revision or Disallowance, and this matter is now before the Honourable

Justice Dennis O'Connor as Claims Officer pursuant to the order of the Court dated March 3, 2022;

(iii) The Donin Action: *Fira Donin and Inna Golovan v. Just Energy Group Inc.* et al., Case No. 1:17-cv-05787-WFK-SJB, a proposed and uncertified class action proceeding filed against certain Just Energy Entities in the U.S. District Court in the Eastern District of New York alleging improper pricing for energy services and claiming US$3.7 billion (this number represents a joint damages calculation with the *Jordet* claim above). In consultation with the Monitor, the representative plaintiff's claims against the applicable Just Energy Entities has been denied in its entirety through the delivery of Notice of Revision or Disallowance in accordance with the Claims Procedure Order. The representative plaintiff law firm has filed a corresponding Notice of Dispute of Revision or Disallowance, and this matter is now before the Honourable Justice Dennis O'Connor as Claims Officer pursuant to the order of the Court dated March 3, 2022;

(b) 364 claims filed on behalf of Texas customers (or alleged Texas customers) relating to the Texas winter storm weather event in February 2021 (the "**Texas Power Interruption Claim**" and together with the Class Action Claims, the "**Contingent Litigation Claims**"). In consultation with the Monitor, all such claims have been denied in their entirety through the delivery of Notices of Revision or Disallowance in accordance with the Claims Procedure Order, which led to the withdrawal of 92 of the 364 submitted claims. The representative plaintiff law firms have filed corresponding Notices of Dispute of Revision or Disallowance in respect of the balance of claims;

(c) the claim with respect to the amount of $13.2 million owing by Just Energy under the Subordinated Note Indenture dated September 28, 2020 (the "**Subordinated Note Indenture**"), plus all accrued and outstanding fees, costs, interest, and other amounts owing pursuant to the Subordinated Note Indenture, as determined in accordance with the Claims Procedure Order (the "**Subordinated Note Claim**"); and

(d) "**Convenience Claims**", being any Accepted Claim of a General Unsecured Creditor in an amount that is either (a) less than or equal to $1,500; or (b) greater than $1,500, if the relevant General Unsecured Creditor has made a valid Distribution Election in accordance with the Meetings Order, provided that in no case shall a "Convenience Claim" include any Contingent Litigation Claim or the Subordinated Note Claim.

Voting Entitlements

33. The voting entitlement on the Plan is determined and calculated as follows:

(a) *Secured Creditor Class*: each Credit Facility Lender will be entitled to one (1) vote in the amount equal to such Credit Facility Lender's *pro rata* share of the Credit Facility Claim that is an Accepted Claim;

(b) *Unsecured Creditor Class*:

(i) each Term Loan Lender will be entitled to one (1) vote in the amount equal to such Term Loan Lender's *pro rata* share of the Term Loan Claim;

(ii) each Convenience Creditor will be deemed to vote in favour of the Plan in the amount of such Convenience Creditor's Accepted Claim;

(iii) each General Unsecured Creditor will be entitled to one (1) vote in the amount equal to such General Unsecured Creditor's Accepted Claim, provided, however, that:

(1) the Subordinated Noteholder will be entitled to one (1) vote in the amount equal to the Subordinated Note Claim;

(2) with respect to the Subject Class Action Claims, each representative plaintiff in any certified Subject Class Action Claim or each proposed representative plaintiffs in any uncertified Subject Class Action Claim will be entitled to one (1) vote in the amount equal to its voting claim (valued by the Just Energy Entities for voting purposes at $1); and

(3) with respect to the Texas Power Interruption Claim, each of the plaintiff law firms will be entitled to one (1) vote in an amount equal to its voting claim (valued by the Just Energy Entities for voting purposes at $1).

34. In addition, each Affected Creditor with a Disputed Claim against the Just Energy Entities (other than the Subject Class Action Plaintiffs and the Texas Power Interruption Claimants' Counsel) will be entitled to attend the applicable Creditors' Meeting and will have one (1) vote at the Creditors' Meeting in the dollar value of such Disputed Claim as set out in the Negative Notice Claims Package or the Disputed Claim acceptance value for voting and distribution purposes, prepared in consultation with the Monitor (the "**Acceptance Value**"), as applicable, sent to the holder of the Disputed Claim or, if no Negative Notice Claims Package or Acceptance Value was sent, the value set forth in the corresponding Proof of Claim.

The Creditors' Meetings

Date, Time and Location

35. The proposed Meetings Order authorizes the Just Energy Entities to convene separate meetings on August 2, 2022 for the Secured Creditor Class and the Unsecured Creditor Class to consider and vote on the Plan at 10:00 a.m. (EDT) and 10:30 a.m. (EDT), respectively. The Creditors' Meetings are intended to be held virtually using a third-party service provider given the ongoing uncertainty posed by the COVID-19 pandemic.

Notice to Creditors

36. The proposed Meetings Order provides for comprehensive notification of the Creditors' Meetings to the Affected Creditors including by delivery of the applicable portion of the Secured Creditor Class Meeting Materials[6] and Unsecured Creditor Class Meeting

[6] The Secured Class Meeting Materials are comprised of the Information Statement, the Notice of Meetings, the Meetings Order, and the Secured Creditor Proxy (the "**Secured Creditor Class Meeting Materials**").

Materials[7] to the respective creditor groups. Specifically, the proposed Meetings Order provides that:

(a) the Monitor shall:

(i) not later than the fourth (4th) day following the date of the Meetings Order, post copies of the Secured Creditor Class Meeting Materials and the Unsecured Creditor Class Meeting Materials on the Monitor's Website and the Noticing Agent's Case Website;

(ii) not later than the fourth (4th) day following receipt of the Unsecured Creditor Class Meeting Materials and the contact information for each Term Loan Claim Holder, send to Computershare Trust Company of Canada as Agent under the Term Loan Agreement and to each Term Loan Claim Holder, by mail, courier, personal delivery, or email, certain prescribed Unsecured Creditor Class Meeting Materials, as well as an Additional Backstop Notice (as defined in the Backstop Commitment Letter);

(iii) not later than the seventh (7th) day following the date of the Meetings Order, send the Secured Creditor Class Meeting Materials to the Credit Facility Agent;

(iv) not later than the seventh (7th) day following the date of the Meetings Order, send certain prescribed Unsecured Creditor Class Meeting Materials by mail, courier, personal delivery or email to each General Unsecured Creditor (other than holders of the Subordinated Note Claim);

(b) the Just Energy Entities shall:

[7] The Unsecured Creditor Class Meeting Materials are comprised of the Information Statement, the Notice of Meetings, the Meetings Order, the Unsecured Creditor Proxy, the Subordinated Noteholder VIF, the Distribution Election Notice, the New Equity Offering Participation Form, and the New Shareholder Information Form (the "**Unsecured Creditor Class Meeting Materials**").

(i) not later than the fourth (4th) day following the date of the Meetings Order, provide to the Subordinated Note Trustee certain prescribed Unsecured Creditor Class Meeting Materials;

(ii) provide to the Beneficial Subordinated Note Claim Holders, certain prescribed Unsecured Creditor Class Meeting Materials; and

(iii) cause CDS Clearing and Depositary Services Inc. ("**CDS**") to publish a bulletin to each institution that is a CDS participant holding Subordinated Notes outlining the particulars of the Unsecured Creditors' Meeting.

Conduct of the Creditors' Meetings

37. The proposed Meetings Order provides that a representative of the Monitor will preside as the Chairperson of the Creditors' Meetings, a person designated by the Monitor will act as secretary of the Creditors' Meetings, and that the Monitor may appoint vote scrutineers. The Chairperson will, subject to any further Order of this Court, decide all matters relating to the conduct of the Creditors' Meetings.

38. The proposed Creditors' Meetings will be held entirely by electronic means using the platform, technology and services of Lumi Holdings Ltd. ("**Lumi**"). Lumi's software is free to meeting participants and allows any person with an internet connection, wherever situated, to observe the meeting, ask questions, and to submit votes in real-time. The Monitor and its Canadian counsel have participated in discussions with representatives from Lumi regarding its platform and services, and the Monitor expects it will be able to complete the tasks charged to the Monitor by the proposed Meetings Order.

39. The only persons entitled to attend the Creditors' Meetings are:

(a) the Affected Creditors entitled to vote at that Creditors' Meeting or, if applicable, persons holding a valid proxy and their advisors;

(b) the Monitor, its counsel, the Chairperson, any scrutineers and the secretary;

(c) one or more representatives of the board and/or senior management of the Just Energy Entities, and the Just Energy Entities' counsel and financial advisor;

(d) the Plan Sponsor, and its legal counsel and financial advisor;

(e) the Subordinated Noteholder on behalf of all beneficial holders of the Subordinated Note Claim; and

(f) any other person admitted on invitation of the Just Energy Entities in consultation with the Monitor.

40. The proposed voting procedures were designed by the Just Energy Entities in consultation with the Monitor, and provide, among other things, that:

(a) the Chairperson will direct a vote on a resolution to approve the Plan and any amendments thereto as well as any other resolutions that the Just Energy Entities consider appropriate in the circumstances with the consent of the Plan Sponsor, the Credit Facility Agent (with respect to the Secured Creditors' meeting) and the Monitor; and

(b) the Monitor is required to keep a separate record of votes cast by Affected Creditors with Disputed Claims and report to the Court with respect thereto at the Plan Sanction Hearing. If approval or non-approval of the Plan by Affected Creditors would be affected by the votes cast in respect of Disputed Claims, such result must be reported to the Court as soon as reasonably practicable after the Creditors' Meetings.

Plan Sanction

41. If the Plan is approved by the Required Majorities of Affected Creditors at the Creditors' Meetings, the Just Energy Entities will bring a motion seeking a Sanction Order sanctioning the Plan under the CCAA on August 12, 2022, or such later date as shall be acceptable to the Just Energy Entities, the Monitor, and the Plan Sponsor.

42. The Monitor will provide a report to the Court as soon as practicable after the Creditors' Meetings with respect to: (a) the results of voting at the Creditors' Meetings; (b) whether the Required Majorities have approved the Plan; (c) the separate tabulation for Disputed Claims; and (d) in its discretion, any other matters relating to the requested Sanction Order (the "**Monitor's Meetings Report**"). The Monitor's Meetings Report will be

served on the Service List, and posted on the Monitor's Website and the Noticing Agent's Website prior to the Plan Sanction Hearing.

Monitor's Recommendations in Respect of the Meetings Order

43. As set forth in the proposed Meetings Order, the Monitor will provide a report on the Plan by no later than seven business days before the date of the Creditors' Meetings in accordance with the CCAA.

44. As described in greater detail in the Affidavit of Michael Carter sworn May 12, 2022, the business of the Just Energy Entities has been marketed broadly and extensively over the past approximately two and half years, including prior to these CCAA Proceedings. These efforts were unsuccessful with no binding or executable offers being put forth. Due to the capital-intensive and highly specialized nature of the Just Energy Entities' business, the Monitor understands the potential pool of purchasers is limited.

45. During the CCAA Proceedings, the Just Energy Entities and/or the Financial Advisor have been approached on a confidential basis by interested parties with respect to potential acquisition opportunities for all or some of the Just Energy Entities' business. The Just Energy Entities entered into non-disclosure agreements with three of the interested parties and engaged in extensive discussions with two of the interested parties. The Monitor understands the discussions were unsuccessful as they did not identify any potential proposals that are superior to the Plan.

46. Consequently, the transaction contemplated by the Plan is the only viable option at this time that would allow the Just Energy Entities to emerge from these CCAA Proceedings in a timely fashion and as a going concern. The terms of the Plan have been extensively negotiated, with the involvement of the Monitor, and represent the best alternative available at this time for the Just Energy Entities' various stakeholders.

47. Importantly, and as further described herein under the heading "Alternate Restructuring Proposal and Fiduciary Out", the Support Agreement also expressly permits any interested parties to put forth alternate restructuring proposals during the more than two-month period between now and the Creditors' Meetings, and for Just Energy's board of

directors to consider and accept any such alternate restructuring proposal if it is superior to the transaction contemplated by the Plan.

48. The Monitor has been consulted with respect to the development of the alternate restructuring proposal structure and believes it permits adequate time and opportunity for an interested party to put forth a viable alternative offer that may be found to be a superior offer. Accordingly, the Monitor is of the view that the alternate restructuring proposal and "fiduciary out" structure can produce a viable superior offer if one exists, and given the extensive marketing of the Just Energy Entities' business over the past few years, a formal sales process is not necessary in the circumstances.

49. For the purposes of voting on the Plan, section 22 of the CCAA provides that a debtor company may divide creditors into classes, and that creditors may be included in the same class if their interests are sufficiently similar to give them a commonality of interest.

50. Subsection 22(2) of the CCAA provides that creditors may be included in the same class taking into account:

(a) the nature of the debts, liabilities or obligations giving rise to their claims;

(b) the nature and rank of any security in respect of their claims;

(c) the remedies available to the creditors in the absence of the compromise or arrangement being sanctioned, and the extent to which the creditors would recover their claims by exercising those remedies; and

(d) any further criteria, consistent with those set out in paragraphs (a) to (c), that are prescribed.

51. The Monitor has considered the above factors and the jurisprudence that predates the enactment of section 22 of the CCAA. The Monitor is of the view that the Applicants' classification of Affected Creditors based on the rights and remedies of the class of creditors (i.e. whether those creditors hold security for their claims) is appropriate in the circumstances. The Monitor further believes that any fragmentation of the contemplated classes could jeopardize a viable restructuring.

52. The proposed Meetings Order provides that the representative plaintiff, proposed representative plaintiff or plaintiff law firms in respect of the Contingent Litigation Claims shall each be entitled to one vote valued at $1.00. The Monitor agrees with the Applicants that this is the only feasible approach in the circumstances particularly given the unliquidated nature of the Contingent Litigation Claims.

53. All of the Contingent Litigation Claims have been disallowed by the Just Energy Entities in consultation with the Monitor. Moreover, the complexity of the unresolved Contingent Litigation Claims is such that it is not possible to carry out a summary process in relation to these claims before the Creditors' Meetings are held nor is it possible to delay the Creditors' Meetings until the resolution of the Contingent Litigation Claims without jeopardizing the entire restructuring.

54. The Monitor is of the view that granting the Contingent Litigation Claims a vote based on the preliminary and inadequate legal and evidentiary grounds put forward in support of same to date would confer on these claimants outsize influence in the form of an effective veto, and would jeopardize a successful going concern restructuring for all other stakeholders, including employees, regulators, suppliers and customers.

55. Valuing the Contingent Litigation Claims at $1.00 is similarly the only feasible option in the absence of sufficient information and evidence to properly assess and determine the value of such claims. Again, to allow a vote in the amount of the unproven claimed damages of the Contingent Litigation Claims would grant the claimholders an effective veto and diminish if not eliminate the prospects of a viable restructuring.

56. Further, this approach is consistent with the approach taken in several other CCAA proceedings, wherein unliquidated and unresolved contingent claims have been similarly valued at $1.00 for voting purposes, with the distribution value of those claims calculated later.

57. For all of the foregoing reasons, the Monitor supports the Just Energy Entities' request to present the Plan to the Affected Creditors at the Creditors' Meetings. The Monitor is of the view that any issues of fairness should be considered at the Sanction Hearing, if the Plan is approved by the Required Majorities.

SUPPORT AGREEMENT

58. Capitalized terms used but not otherwise defined in this section have the meanings attributed to them in the Support Agreement.

59. The Just Energy Entities, the Plan Sponsor, CBHT, Shell, the Credit Facility Lenders, and certain Term Loan Lenders are parties to the Support Agreement. At a high level, pursuant to the terms of the Support Agreement:

(a) the Plan Sponsor, CBHT, Shell, the Supporting Secured CF Lenders, and the Supporting Unsecured Creditors have each agreed to, among other things:

(i) support the transactions contemplated by the Support Agreement, the Backstop Commitment Letter and the Plan (the "**Restructuring**") and vote and exercise any powers or rights available to it to the extent necessary to implement the Restructuring;

(ii) use commercially reasonable efforts to cooperate with and assist the Just Energy Entities in obtaining additional support for the Restructuring from the Just Energy Entities' other stakeholders;

(iii) act in good faith and take all actions that are reasonably necessary or appropriate, and all actions required by the Court and/or the U.S. Bankruptcy Court, to support and achieve sanctioning and consummation of the Plan and all transactions and implementation steps provided for or contemplated in the Restructuring; and

(iv) not to exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against the Just Energy Entities;

(b) the Just Energy Entities have agreed to, among other things:

(i) support and use commercially reasonable efforts to complete the Restructuring, including making commercially reasonable efforts to complete the Restructuring in accordance with each Milestone (as defined below) provided in the Support Agreement;

(ii) not file any motion, pleading, or Definitive Documents (as defined and described in the Support Agreement) with the Court, the U.S. Court, or any other court that, in whole or in part, is inconsistent with the Support Agreement or the Plan or undertake any action that is inconsistent with, or is intended to frustrate or impede approval, implementation, and/or consummation of the Restructuring;

(iii) pay the reasonable and documented fees and expenses of all parties to the Support Agreement incurred in connection with the Restructuring and in accordance with the arrangements in place as of the date of the Support Agreement, including as set forth in the DIP Term Sheet or, with respect to any additional fees and expenses, as otherwise agreed to by the Plan Sponsor;

(iv) operate the business of the Just Energy Entities in the ordinary course in a manner that is consistent with the Support Agreement, and use commercially reasonable efforts to preserve intact the Just Energy Entities' business, organization, and relationships with third parties and employees (including not disclaiming or terminating any employment or consulting agreement with an officer, director, or member of senior management other than "for cause" without the prior written consent of the Plan Sponsor); and

(v) not to, directly or indirectly, solicit, initiate, or knowingly take any actions to encourage the submission of any Alternative Restructuring Proposal. Importantly, the foregoing commitment is expressly subject to two material caveats, as discussed below, to provide the opportunity for interested parties that may wish to advance an Alternative Restructuring Proposal within the CCAA process to do so for the benefit of the Just Energy Entities' stakeholders.

60. The Support Agreement may be terminated by the Plan Sponsor, the Just Energy Entities, or any of the parties thereto upon the occurrence of certain specified events unless waived or cured by the applicable party. In the case of the Plan Sponsor, such

termination events include: (a) any failure by the Just Energy Entities to meet any of the Milestones, unless such failure is the result of any act, omission, or delay on the part of the Plan Sponsor; and (b) any determination by the Just Energy Entities to proceed with, and accept, a definitive Alternative Restructuring Proposal or a definitive Superior Proposal in accordance with the Support Agreement.

61. In the case of Shell and the Credit Facility Lenders such termination events include if the Effective Date of the Plan has not occurred by:

(a) November 15, 2022 with respect to the Credit Facility Lenders, subject to certain exceptions with respect to obtaining regulatory approvals; and

(b) January 31, 2023 with respect to Shell, unless further extended in accordance with the Support Agreement.

Alternate Restructuring Proposals and the "Fiduciary Out"

62. The Support Agreement provides for a 62-day period between the milestone date for serving the Meeting Materials (June 1, 2022) and the milestone date for the Creditors' Meetings (August 2, 2022) (the "**Voting Period**") in addition to the 20 days between the date the proposed Meeting Materials were served on the Service List and June 1, 2022.

63. Any interested parties that wish to propose a viable restructuring transaction more favourable than the Plan, or otherwise submit a bid for all or some of the Just Energy Entities' property, are permitted to complete their due diligence and submit an Alternative Restructuring Proposal.[8]

64. Pursuant to the Support Agreement, the Just Energy Entities are permitted to, with respect to any Alternative Restructuring Proposals:

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[8] Pursuant to the Support Agreement, "**Alternative Restructuring Proposal**" means any inquiry, proposal, offer, expression of interest, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization, share exchange, business combination, or similar transaction involving any one or more Just Energy Entity, one or more Just Energy Entity's material assets, or the debt, equity, or other interests in any one or more Just Energy Entity that is an alternative to or otherwise inconsistent with the Restructuring.

(a) consider and respond to such Alternative Restructuring Proposals;

(b) provide any person with access to non-public information concerning the Just Energy Entities pursuant to a non-disclosure agreement;

(c) engage in, maintain, or continue discussions or negotiations with respect to Alternative Restructuring Proposals, including facilitating any due diligence;

(d) cooperate with, assist, or participate in any unsolicited inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals;

(e) enter into or continue discussions or negotiations with holders of Claims against, or interests in, a Just Energy Entity (including any party to the Support Agreement), any other party in interest in the CCAA Proceedings or Chapter 15 Proceedings, or any other entity regarding the Restructuring or an Alternative Restructuring Proposal; and

(f) enter into an agreement with respect to an Alternative Restructuring Proposal if, following receipt of legal and financial advice, and having regard to the approvals that would be required to implement such transaction, the board of directors of Just Energy (the "**Just Energy Board**") determines that the terms of such Alternative Restructuring Proposal are more favourable to the Just Energy Entities and their stakeholders than the Restructuring (a "**Superior Proposal**").

65. The Monitor notes that, under the terms of the Support Agreement, there is no contractual right for any party to match or top any Alternative Restructuring Proposal or Superior Proposal.

66. The Support Agreement includes a "fiduciary out" provision which permits the Just Energy Board to terminate the Support Agreement (subject to the Termination Fee discussed below) if it determines, following receipt of advice from outside legal counsel and financial advisors, (a) that proceeding with the Restructuring would be inconsistent with the exercise of its fiduciary duties or applicable law or (b) in the exercise of its fiduciary duties, to pursue a Superior Proposal. The "fiduciary out" continues until termination of the Support Agreement or sanctioning of the Plan.

67. The Monitor notes that BMO Nesbitt Burns Inc., as financial advisor to the Just Energy Entities in these CCAA proceedings (the "**Financial Advisor**"), has stated that the 62-day Voting Period provided under the Support Agreement is sufficient for interested parties to complete the necessary due diligence and submit an Alternative Restructuring Proposal.

68. The Monitor understands that the Credit Facility Lenders have informed the Just Energy Entities that, unless the Credit Facility Lenders agree otherwise: (a) the exit financing contemplated by the New Credit Agreement will not be available in relation to any restructuring proposal other than the Restructuring contemplated by the Plan; and (b) the Credit Facility Lenders have agreed to provide exit financing and support the Restructuring on the basis that an Alternative Restructuring Proposal must repay in full in cash all indebtedness and obligations of the Just Energy Entities to the Credit Facility Lenders on closing of such Alternative Restructuring Proposal to be acceptable.

Other Milestones under the Support Agreement

69. In addition to the Voting Period milestones and subject to Court approval as applicable, the Support Agreement establishes the following milestones (as may be extended in accordance with the Support Agreement, the "**Milestones**"). The milestones under the DIP Term Sheet have been amended by the DIP Lenders and the Just Energy Entities to align with the aforementioned Milestones.

Milestone	Date
Authorization Order and Meetings Order granted	May 26, 2022
Solicitation Materials mailed with respect to the Creditors' Meetings	June 1, 2022
Order(s) of the U.S. Bankruptcy Court granted recognizing the Authorization Order (the "**Authorization Recognition Order**"), the Meetings Order (the "**Meetings Recognition Order**") and the Claims Procedure Order ("**Claims Procedure Recognition Order**")	June 22, 2022
Creditors' Meetings held	August 2, 2022
Sanction Order granted	August 12, 2022

Milestone	Date
Motion filed for an Order of the U.S. Bankruptcy Court recognizing and enforcing the Sanction Order ("**Recognition and Enforcement Motion**")	~ August 16, 2022 (2 business days after Sanction Order)
Hearing set before the U.S. Bankruptcy Court on the Recognition and Enforcement Motion	no later than September 9, 2022
Recognition and Enforcement Motion granted by the U.S. Bankruptcy Court recognizing and enforcing the Sanction Order (the "**Sanction Recognition Order**")	September 15, 2022
Outside date for the Effective Date of the Plan to occur, unless extended by the Plan Sponsor (or, if the only outstanding condition is receipt of regulatory approval(s), as automatically extended by an additional 60 days) (the "**Outside Date**")	September 30, 2022

70. The Monitor was kept apprised during the negotiations that led to the execution of the extensively negotiated Support Agreement and considers its terms to be fair and reasonable in the circumstances, and critical to ensuring that the best possible outcome is achieved for the benefit of the Just Energy Entities and their stakeholders.

BACKSTOP COMMITMENT LETTER

71. The Backstop Commitment Letter's purpose is to ensure that the Just Energy Entities are able to secure the necessary funds under the New Equity Offering that are required to implement the Plan, subject to various assumptions. Participation in the Backstop Commitment Letter is open to all Term Loan Claim holders as of the day before service of the Meetings Order motion record (the "**Term Loan Record Date**"). The same four funds that comprise the DIP Lenders, the Plan Sponsor and significant Term Loan Lenders (collectively, the "**Initial Backstop Parties**") and Just Energy U.S. are party to the Backstop Commitment Letter.

72. At a high level, the Backstop Commitment Letter permits:

(a) each holder of a Term Loan Claim as of the Term Loan Record Date (that is not an Initial Backstop Party) to become party to the Backstop Commitment Letter, subject to applicable securities laws, delivery of prescribed documents and

notices, and funding of all required commitments (each such holder of the Term Loan Claim that satisfies the foregoing conditions, an "**Additional Backstop Party**"); and

(b) each Initial Backstop Party and Additional Backstop Party may designate one or more of its Affiliates to (i) perform its obligations or assign its rights and obligations under the Backstop Commitment Letter and/or (ii) receive some or all of the New Common Shares it is entitled to receive pursuant to the Plan, upon the execution by such Affiliate of a joinder and compliance with applicable securities laws (each such Affiliate that satisfies the foregoing conditions, an "**Assignee Backstop Party**", and together with the Initial Backstop Parties and the Additional Backstop Parties, the "**Backstop Parties**").

73. The New Equity Offering is open for participation to each person that is, as of the Term Loan Record Date: (a) a Beneficial Term Loan Claim Holder, or permitted designee thereof; and (b) a Backstop Party, which in each case is permitted to participate under applicable securities laws (each a "**New Equity Offering Eligible Participant**").

74. Pursuant to the Backstop Commitment Letter, each Backstop Party has agreed to subscribe for and receive: (a) its *pro rata* share of the New Equity Offering available to it; (b) its *pro rata* share of any unsubscribed New Common Shares issued under the New Equity Offering; and (c) its *pro rata* share of any New Common Shares for which a New Equity Offering Eligible Participant subscribes but otherwise fails to fulfill its subscription obligations by the New Equity Participation Deadline on August 23 , 2022, or such other date agreed to by the Just Energy Entities and the Plan Sponsor.

75. The commitments of the Backstop Parties under the Backstop Commitment Letter terminate on the earlier of: (a) the Effective Date; (b) the termination of the Backstop Commitment Letter by Just Energy U.S. and/or the Backstop Parties in accordance with the terms thereof; or (c) the Outside Date.

Backstop Commitment Fee & Termination Fee

76. In consideration of the Initial Backstop Parties executing and delivering the Backstop Commitment Letter, Just Energy U.S. agreed that:

(a) the New Just Energy Parent will issue and deliver to the Backstop Parties New Common Shares representing 10% of the outstanding New Common Shares on the Effective Date, subject to dilution by the equity issued or issuable pursuant to the MIP (the "**Backstop Commitment Fee Shares**"); and

(b) a Just Energy Entity organized in the United States (which may be Just Energy U.S.) will pay to the Initial Backstop Parties and any Additional Backstop Parties a cash fee in an aggregate amount equal to US$15 million (the "**Termination Fee**") if: (i) the Just Energy Entities terminate the Support Agreement on the basis that the Restructuring would be inconsistent with the exercise of the Just Energy Board's fiduciary duties or applicable law or to pursue a Superior Proposal; or (ii) the Plan Sponsor terminates the Support Agreement based on the Just Energy Board making the determination to proceed with a definitive Alternative Restructuring Proposal or a definitive Superior Proposal. The Termination Fee is payable concurrently with the consummation of an Alternative Restructuring Proposal.

77. The quantum of the Termination Fee was derived by the Just Energy Entities taking into account (i) the aggregate subscription amount for the New Common Shares to be issued by the New Just Energy Parent (US$192.55 million), plus (ii) the New Preferred Shares being issued to CBHT (such shares being issued in full satisfaction of a secured claim in the amount of US$229.5 million and C$0.2 million, plus all accrued and unpaid interest thereon through the Effective Date).

78. The New Equity Offering represents additional liquidity being made available to the Just Energy Entities, while the New Preferred Shares being issued to CBHT represent the conversion of a secured claim to preferred equity which would otherwise be payable in cash as part of the Plan. Both comprise the new value contribution by the Plan Sponsor and CBHT to the Restructuring.

79. The US$15 million Termination Fee equates to 3.4% of the additional value contribution of the Plan Sponsor and CBHT.

80. The Termination Fee is proposed to be secured by a Court-ordered charge (the "**Termination Fee Charge**") in favour of the Initial Backstop Parties on all of the Property (as defined in the Second ARIO) of the Just Energy Entities. The Termination Fee Charge will have priority over all other security interests, charges, and liens, but will rank subordinate to all other Charges granted to date within the CCAA proceedings.

81. The Monitor considers the terms of the Backstop Commitment Letter to be fair and reasonable in the circumstances. The Monitor has reviewed the affidavit of Mark Caiger sworn May 12, 2022 and considered the Termination Fee, and is of the view that the quantum of the Termination Fee is not unreasonable in the circumstances based on its knowledge, experience, and having regard to the terms of backstop commitments and termination fees in similar matters.

Amendment to the Claims Procedure Order

82. The Claims Procedure Order provides that the Just Energy Entities, in their discretion and in consultation with the Monitor, may refer any dispute raised in a Notice of Dispute of Revision or Disallowance to either a Claims Officer or the Court for adjudication.

83. Within the Claims Process, the Just Energy Entities have received one or more claims that relate to the utility regulatory regime in Texas, including the *Texas Public Utility Regulatory Act*. These particular claims raise issues of U.S. law that are specific to Texas and, as such, appear to be appropriate for determination by the U.S. Court based in Texas, which has carriage of the Applicants' restructuring in the United States.

84. Accordingly, the Just Energy Entities are seeking to amend the Claims Procedure Order to permit them, in consultation with the Monitor, to have the Winter Storm Claims adjudicated by the U.S. Court, in its discretion, rather than by a Claims Officer or the Court.

85. The Monitor supports the requested amendment, which it believes will provide for an efficient and orderly resolution of such claims.

CONTRACT DISCLAIMER UPDATE

86. On February 17, 2022, Just Energy (U.S.) Corp. disclaimed a service agreement dated May 5, 2016 between it and WNS North America Inc. as contract counterparty (the "**WNS Agreement**") for certain subscription-based services relating to debt collections for residential customer accounts.

87. The WNS Agreement disclaimer was carried out in accordance with the provisions of the CCAA and with the consent of the Monitor. The Monitor found the disclaimer to be fair and reasonable in the circumstances, as it benefited the Just Energy Entities and enhanced the prospect of a viable restructuring. The counterparty to the disclaimed contract did not file an objection with the Court within the 15-day objection period specified under the CCAA.

88. 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.

UPDATE ON CLAIMS PROCEDURE

89. Capitalized terms used but not otherwise defined in this section have the meanings attributed to them in the Claims Procedure Order.

90. The Monitor last reported on the Claims Procedure in the Seventh Report of the Monitor dated March 22, 2022 (the "**Seventh Report**"). Since the date of the Seventh Report, the Monitor, with assistance of the Claims Agent and the Just Energy Entities, has taken the following steps with respect to the Claims received:

(a) reviewed, recorded, and categorized all Claims including any additional Claims which were received after the date of the Seventh Report;

(b) worked with the Just Energy Entities to review and attempt to determine and/or resolve Claims;

(c) issued several Notices of Revision or Disallowance, as prepared by the Just Energy Entities in consultation with the Monitor, in respect of disallowed Claims;

(d) notified creditors of certain Claims accepted by the Just Energy Entities;

(e) engaged in numerous discussions and correspondence with various creditors who filed duplicative, erroneous, or marker claims to have such Claims withdrawn by the Claimant where appropriate; and

(f) consulted with certain of the Consultation Parties in respect of certain Claims, as authorized pursuant to paragraph 41 of the Claims Procedure Order.

Additional Noticing

91. As part of their review of potential unclaimed property to be reported to various state governmental bodies in 2022, the Just Energy Entities identified a group of approximately 57,000 inactive customers who may be eligible for a customer credit and were inadvertently excluded from the initial noticing process for the Claims Process. To ensure awareness of the Claims Process, the Just Energy Entities, in consultation with the Monitor, instructed the Claims Agent to send notice to these potential Claimants advising them of the existence of the Claims Process, including instructions on how to access a General Claims Package and a dedicated phone number to contact the Just Energy Entities should they have any questions.

92. The Just Energy Entities also identified certain long-outstanding customer refunds that were not captured during the initial noticing process for the Claims Process. These customer refunds meet the dormancy requirements for the state in which the applicable inactive customer resided – generally a period of two years or more. Consistent with the Just Energy Entities' prior treatment of unclaimed property Claims in the Claims Process, the Monitor is in the process of issuing approximately 40 negative notices totalling approximately $0.9 million of unsecured claims to the applicable state governmental body.

93. As part of the Chapter 15 Proceedings, the U.S. Court opened a claims portal (the "**U.S. Bankruptcy Portal**") to accept proofs of claim despite the Claims Process in the CCAA Proceedings not having been initiated or approved at that time. The U.S. noticing agent for the Just Energy Entities recently became aware of approximately 15 Claims totalling approximately US$3.0 million that were submitted to the U.S. Bankruptcy Portal using generic U.S.-based proof of claim templates (each, a "**U.S. Claim**"). In consultation with the Just Energy Entities, the Monitor sent notice to each party who submitted a U.S. Claim to advise them that, for a claim to be considered and adjudicated as part of the Claims Process, it must be submitted in accordance with the Claims Procedure Order to either the Monitor or the Claims Agent using the approved forms.

Overview of Claims

94. A summary of the Claims submitted in the Claims Procedure segregated by priority and category is presented in the table below. Amounts presented are inclusive of potential duplicate and/or erroneous Claims, and represent the total Claims received by the Just Energy Entities and recorded by the Monitor. Claims denominated in U.S. dollars have been converted at a rate of $1.26 to US$1.00 for purposes of this summary.

Category	Total Claims		
	Secured	Unsecured	TOTAL
(amounts stated in millions of CAD)			
Funded Debt	$ 331	$ 1,168	**$ 1,499**
Commodity & Financial	852	119	**970**
Litigation	-	10,024	**10,024**
Tax & Unclaimed Property	0	95	**95**
Trade & Other	26	512	**539**
D&O	-	1,554	**1,554**
Total Claims Received	**$ 1,209**	**$ 13,473**	**$ 14,682**

95. Since the date of the Seventh Report, the Monitor has received and recorded an additional $2 million in Claims. Based on the preliminary review of such claims by the Just Energy Entities and the Monitor, the Claims received since the date of the Seventh Report generally fall into the following categories: (i) Late-Filed Claims (as defined in the Fifth Report); (ii) a Restructuring Claim filed in relation to the WNS Agreement disclaimed by the Just Energy Entities; and (iii) claims amended to lower amounts or a

reallocation of secured claims and unsecured claims as a result of additional review and resolution of Claims.

Resolution Status of Claims

96. The Just Energy Entities, with assistance from and in consultation with the Monitor, continue to review the Negative Notice Claims, Notices of Dispute of Claim, Proofs of Claim, and Disputes of Notices of Revision or Disallowance received in accordance with the Claims Procedure Order, and are actively working to investigate, and/or resolve the Claims as applicable.

97. A summary of the current resolution status of the Claims is presented in the table below:

Category	Accepted or Deemed Accepted	Under Review	Dispute Resolution in Process	Sub-total Claims Pool	Duplicative Claims or Claim Value Reductions	Total Claims Pool	Disallowed	Rescinded Negative Notices / Withdrawn	Total Claims
(amounts stated in millions of CAD)	A	B	C	D= A+ B+ C	E	F= D+ E	G	H	= F+ G+ H
Funded Debt	$ 620	$ 13	$ -	**$ 633**	$ -	**$ 633**	$ -	$ 866	**$ 1,499**
Commodity & Financial	484	57	-	**541**	305	**846**	9	115	**970**
Litigation	-	1	4,835	**4,836**	4,828	**9,664**	360	0	**10,024**
Tax & Unclaimed Property	5	70	-	**75**	20	**95**	0	0	**95**
Trade & Other	12	49	1	**62**	432	**494**	5	40	**539**
D&O	-	0	118	**118**	0	**118**	1,436	-	**1,554**
Total Claims Received	**$ 1,121**	**$ 190**	**$ 4,954**	**$ 6,265**	**$ 5,586**	**$ 11,851**	**$ 1,810**	**$ 1,021**	**$ 14,682**
by Claim Priority									
Secured Claims	813	57	-	**870**	305	1,175	8	26	**1,209**
Unsecured Claims	308	133	4,954	**5,395**	5,281	10,676	1,802	995	**13,473**
Total Received	**$ 1,121**	**$ 190**	**$ 4,954**	**$ 6,265**	**$ 5,586**	$ 11,851	**$ 1,810**	**$ 1,021**	**$ 14,682**

98. For a description of the categories utilized in the table above describing the status of the Claims, please refer to paragraph 28 of the Seventh Report.

99. The Monitor will continue to provide further updates regarding the Claims Procedure to the Court as the CCAA Proceedings progress.

RECEIPTS AND DISBURSEMENTS FOR THE 4-WEEK PERIOD ENDED MAY 7, 2022

100. The Just Energy Entities' actual net cash flow for the 4-week period from April 10, 2022 to May 7, 2022, was approximately $11.1 million better than the Cash Flow Forecast appended to the Ninth Report (the "**May Cash Flow Forecast**") as summarized below:

(CAD$ in millions)	Forecast	Actuals	Variance
RECEIPTS			
Sales Receipts	$215.2	$214.5	($0.7)
Miscellaneous Receipts	-	-	-
Total Receipts	$215.2	$214.5	($0.7)
DISBURSEMENTS			
Operating Disbursements			
Energy and Delivery Costs	($185.5)	($180.2)	$5.4
Payroll	(10.2)	(8.5)	1.7
Taxes	(12.3)	(10.9)	1.4
Commissions	(6.9)	(8.4)	(1.5)
Selling and Other Costs	(13.5)	(8.2)	5.3
Total Operating Disbursements	($228.4)	($216.2)	$12.3
OPERATING CASH FLOWS	($13.2)	($1.7)	$11.5
Financing Disbursements			
Credit Facility - Borrowings / (Repayments)	$ -	$ -	$ -
Interest Expense & Fees	(3.3)	(3.4)	(0.1)
Restructuring Disbursements			
Professional Fees	(5.4)	(5.8)	(0.3)
NET CASH FLOWS	**($22.0)**	**($10.8)**	**$11.1**
CASH			
Beginning Balance	$171.3	$171.3	$ -
Net Cash Inflows / (Outflows)	(22.0)	(10.8)	11.1
Other (FX)	-	(1.1)	(1.1)
ENDING CASH	**$149.3**	**$159.3**	**$10.0**

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

(a) the favourable variance of approximately $5.4 million in respect of Energy and Delivery Costs is primarily driven by the following:

(i) a favourable timing variance of approximately $8.6 million due to timing of cash collateral payments and the collection of commodity receivables during the 4-week forecast period; and

(ii) a permanent unfavourable variance of approximately $3.3 million due to higher than forecasted transportation and delivery payments due in

part to higher energy transmission volumes, temporarily increased transportation and delivery rates, and normal course fluctuations;

(b) the favourable variance of approximately $1.7 million for Payroll is primarily due to normal course fluctuations for various payroll tax remittances and sales incentive payment timing;

(c) the favourable temporary variance of approximately $1.4 million for Taxes is primary due to normal course fluctuations in the timing of tax payments;

(d) the permanent unfavourable variance of approximately $1.5 million for Commissions is primarily due to normal course fluctuations related to customer signups and associated commissions; and

(e) the favourable timing variance of $5.3 million in respect of Selling and Other Costs is due to lower than forecasted spending rates and to the Just Energy Entities' continued successful negotiation of payment terms and go-forward arrangements with its vendors.

Reporting Pursuant to the DIP Term Sheet

102. The variances shown and described herein compare the May Cash Flow Forecast, as appended to the Ninth Report, with the actual performance of the Just Energy Entities over the 4-week period noted.

103. 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 Report(s)**"). 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 report for the four-week period ended April 30, 2022. All variances reported were within the permitted variances.

104. 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 Forecast(s)**"). The Just Energy Entities provided the required DIP Cash Flow Forecast, which was approved by the DIP Lenders, for the 13-week period beginning May 1, 2022.

105. As the DIP Variance Report utilizes updated underlying cash flow forecasts vis-à-vis the May Cash Flow Forecast for the same period, the DIP Variance Report differed from the variance analysis above that compares actual results to the May Cash Flow Forecast. 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.

106. Since the Ninth Report, the Just Energy Entities have complied with their reporting obligations pursuant to the DIP Term Sheet, the Second A&R Initial Order, and other documents including certain support agreements. These reporting obligations during the period included the in-time delivery of the following:

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

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

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

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

(e) Delivery of a Marked to Market Calculation monthly.

CASH FLOW FORECAST FOR THE 15-WEEK PERIOD ENDING AUGUST 20, 2022

107. The Just Energy Entities, with the assistance of the Monitor, have updated and extended their weekly cash flow forecast for the 15-week period ending August 20, 2022 (the "**Summer 2022 Cash Flow Forecast**"), which encompasses the requested stay extension to August 19, 2022. The Summer 2022 Cash Flow Forecast is attached hereto as **Appendix "B"**, and is summarized below:

(CAD$ in millions)	15-Week Period Ending August 20, 2022
Forecast Week	**Total**
RECEIPTS	
Sales Receipts	$791.2
Miscellaneous Receipts	-
Total Receipts	$791.2
DISBURSEMENTS	
Operating Disbursements	
Energy and Delivery Costs	($580.7)
Payroll	(27.5)
Taxes	(29.5)
Commissions	(29.3)
Selling and Other Costs	(45.7)
Total Operating Disbursements	($712.7)
OPERATING CASH FLOWS	$78.5
Financing Disbursements	
Credit Facility - Borrowings / (Repayments)	$ -
Interest Expense & Fees	(11.5)
Restructuring Disbursements	
Professional Fees	(15.3)
NET CASH FLOWS	**$51.7**
CASH	
Beginning Balance	$159.3
Net Cash Inflows / (Outflows)	51.7
Other (FX)	-
ENDING CASH	**$211.0**

108. The Summer 2022 Cash Flow Forecast indicates that during the 15-week period ending August 20, 2022, the Just Energy Entities will have operating cash inflows of approximately $78.5 million with total receipts of approximately $791.2 million and total operating disbursements of approximately $712.7 million, before interest expense and fees of approximately $11.5 million and professional fees of approximately $15.3 million, such that total net cash inflows are forecast to be approximately $51.7 million.

109. Generally, the underlying assumptions and methodology utilized in the May Cash Flow Forecast have remained the same for this Summer 2022 Cash Flow Forecast; however, the Monitor notes the following:

(a) The forecast period was extended from the week ending June 4, 2022 to the week ending August 20, 2022;

(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 Summer 2022 Cash Flow Forecast, which include:

(i) Customer cash receipt collection timing and bad debt estimates have been updated based on recent 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 prior period have been carried 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; and

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

110. The Summer 2022 Cash Flow Forecast demonstrates that, subject to its underlying hypothetical and probable assumptions, the Just Energy Entities are forecast to have sufficient liquidity to continue funding their operations during the CCAA Proceedings to August 20, 2022.

STAY PERIOD EXTENSION

111. The Stay Period will expire on May 26, 2022, and the Applicants are seeking an extension to the Stay Period up to and including August 19, 2022.

112. The Monitor supports extending the Stay Period to August 19, 2022 for the following reasons:

   (a) the Monitor is of the view that the proposed extension to the Stay Period is necessary to provide the Just Energy Entities with time to:

      (i) satisfy the Milestones under the Support Agreement and allow the 62-day Voting Period to occur;

      (ii) call, hold and conduct the Creditors' Meetings;

      (iii) if approved by the Required Majorities of Creditors at the Creditors' Meetings, seek the Sanction Order;

      (iv) if granted, implement the Plan and emerge from the CCAA Proceedings and Chapter 15 Proceedings;

   (b) as indicated by the Summer 2022 Cash Flow Forecast, the 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;

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

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

APPROVAL OF THE FEES AND ACTIVITIES OF THE MONITOR

113. The proposed Authorization Order seeks approval of (i) the activities and conduct of the Monitor since the date of Ninth Report; (ii) this Tenth Report; and (iii) the fees and disbursements of the Monitor and its counsel from October 30, 2021 to May 6, 2022 and May 7, 2022, as applicable.

114. As outlined in the Monitor's previous reports to the Court (all of which are available on the Monitor's Website), the Monitor and its counsel have played, and continue to play, a significant role in the CCAA Proceedings. The Monitor respectfully submits that its actions, conduct, and activities in the CCAA Proceedings since the Ninth Report have

been carried out in good faith and in accordance with the provisions of the orders issued therein and should therefore be approved.

115. Pursuant to paragraphs 42 and 43 of the Second A&R Initial Order, the Monitor, its Canadian and U.S. counsel shall: (i) be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of the Initial Order, by the Just Energy Entities as part of the costs of the CCAA Proceedings; and (ii) pass their accounts from time to time before this Court.

116. Since the Fourth Report to the Court dated November 5, 2021 (when the Monitor and its counsel's fees were last approved), the Monitor and its counsel have maintained detailed records of their professional time and costs. The total fees and disbursements of the Monitor for the period from October 30, 2021 to May 6, 2022 total $3,115,514.14, including fees in the amount of $2,755,673.50, disbursements in the amount of $1,418.63, and Harmonized Sales Tax ("**HST**") in the amount of $358,422.01, as more particularly described in the Affidavit of Paul Bishop sworn May 17, 2022 (the "**Bishop Affidavit**"), a copy of which is attached hereto as **Appendix "C"**.

117. The total fees and disbursements of the Monitor's Canadian counsel, from October 30, 2021 to May 6, 2022 total $1,721,348.65, including fees in the amount of $1,512,202.50, disbursements in the amount of $12,157.62, and HST in the amount of $196,988.53, as more particularly described in the Affidavit of Rachel Nicholson sworn May 16, 2022 (the "**Nicholson Affidavit**"), a copy of which is attached hereto as **Appendix "D"**.

118. The total fees and disbursements of the Monitor's U.S. counsel from October 30, 2021 to May 7, 2022 total US$115,505.30, including fees in the amount of US$113,909.50 and disbursements in the amount of US$1,595.80, as more particularly described in the Affidavit of John Higgins sworn May 11, 2022 (the "**Higgins Affidavit**", together with the Bishop Affidavit and Nicholson Affidavit, the "**Fee Affidavits**"), a copy of which is attached hereto as **Appendix "E"**.

119. The Monitor respectfully submits that the fees and disbursements incurred by the Monitor and its counsel, as described in the Fee Affidavits, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the

Second A&R Initial Order. Accordingly, the Monitor respectfully requests the approval of the fees and disbursements of the Monitor and its counsel as set out in the Fee Affidavits.

CONCLUSION

120. The Monitor is of the view that the relief requested by the Applicants is reasonable and justified in the circumstances.

121. Accordingly, the Monitor respectfully supports the requested relief and recommends that the Meetings Order and the Authorization Order be granted.

The Monitor respectfully submits to this Honourable Court this Tenth Report dated this 18th day of May, 2022.

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

Per:

Paul Bishop
Senior Managing Director

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

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

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THIS IS EXHIBIT V REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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

Just Energy Group Inc. et al.

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

August 13, 2022

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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., 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**")

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

protections of the Initial Order, including the Stay of Proceedings, were extended to certain subsidiaries of Just Energy that are partnerships (collectively with the Applicants, the "**Just Energy Entities**"); (iii) FTI Consulting Canada Inc. was appointed as Monitor of the Just Energy Entities (in such capacity, the "**Monitor**"); and (iv) the Court approved a debtor-in-possession interim financing 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 and Alter Domus (US) LLC, as administrative agent for the lenders (the "**DIP Lenders**") dated March 9, 2021.

3. The Initial Order was amended and restated on March 19, 2021 and May 26, 2021 (the "**Second A&R Initial Order**").

4. On March 9, 2021, Just Energy, in its capacity as foreign representative (in such capacity, the "**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.* 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, as may be further amended by the Court from time to time.

5. On September 15, 2021, the Court granted the Claims Procedure Order (the "**Claims Procedure Order**") that approved the claims process for the identification, quantification, and resolution of Claims (as defined in the Claims Procedure Order) as against the Just Energy Entities and their respective directors and officers (the "**Claims Procedure**").

6. By order dated February 9, 2022, the Court denied, with reasons to follow, certain relief requested by Canadian counsel to U.S. counsel to Fira Donin and Inna Golovan in their

capacity as proposed representative plaintiffs in *Donin et al. v. Just Energy Group Inc. et al.* (the "**Donin Action**"), and Trevor Jordet in his capacity as proposed representative plaintiff in *Jordet v. Just Energy Solutions Inc.* (the "**Jordet Action**" and together with the Donin Action, the "**Donin/Jordet Actions**"). The Court's reasons for the dismissal are set out in the written reasons of Justice McEwen dated February 23, 2022 (the "**McEwen Endorsement**"), which is available on the Monitor's Website (as defined below). Canadian counsel to U.S. counsel for the Donin/Jordet Actions filed a Notice of Motion for Leave to Appeal the McEwen Endorsement to the Court of Appeal for Ontario on February 24, 2022 (the "**Motion for Leave to Appeal**"). The Just Energy Entities filed their response to the Motion for Leave to Appeal on April 29, 2022. On June 28, 2022, the Court of Appeal for Ontario dismissed the Motion for Leave to Appeal, with costs payable to Just Energy and the DIP Lenders.

7. On March 3, 2022, the Court granted an Order extending the Stay Period until March 25, 2022 and appointing the Honourable Justice Dennis O'Connor as Claims Officer (the "**Claims Officer**") with respect to the adjudication of the Donin/Jordet Actions (the "**Appointment Order**").

8. On May 5, 2022, the Court granted an Order authorizing the Foreign Representative to pursue claims under section 36.1 of the CCAA in the U.S. Court subject to the supervision of the Monitor.

9. On June 7, 2022, the Just Energy Entities brought a motion before the Court seeking a Meetings Order (the "**Meetings Order Motion**") to accept the filing of the Just Energy Entities' Plan of Compromise and Arrangement dated May 26, 2022 (the "**Plan**"), along with authorizing the Just Energy Entities to call and conduct a meeting of certain of their creditors to consider and vote on resolutions to approve the Plan.

10. The Meetings Order Motion was opposed by Pariveda Solutions Inc. ("**Pariveda**") and the following contingent litigation creditors (collectively, the "**Contingent Litigation Claimants**"): (i) counsel to the proposed representative plaintiffs in the Donin/Jordet Actions ("**Putative Class Action Counsel**"); (ii) the representative plaintiff on behalf of a certified class in *Haidar Omarali v. Just Energy Group et al*, Court File No. CV-

15-52748300CP ("**Omarali Class Action**"); and (iii) 250 alleged claimants pursuing claims for alleged loss of business, personal injury and/or property damage arising out of the winter storms in Texas in February 2021.

11. During the hearing on June 7, 2022, the Just Energy Entities also requested the Stay Period be extended to August 19, 2022. In an Order dated June 7, 2022, the Court extended the Stay Period to such date.

12. On June 10, 2022, the Court released an Endorsement (the "**First Endorsement**"), with further reasons to follow, which granted the majority of relief sought by the Just Energy Entities; however, the Court denied the Just Energy Entities' request that each of the Claims held by the Contingent Litigation Claimants be valued at $1 for voting purposes. Further, in the First Endorsement, the Court directed that a summary process be undertaken by the Just Energy Entities on an expedited basis to determine the validity and value of the claims held by the Contingent Litigation Claimants and Pariveda. In the First Endorsement, the Court directed the Monitor to liaise with the relevant parties to determine a process to conduct the claim determinations and valuations.

13. On June 21, 2022, the Court released its second endorsement (the "**Second Endorsement**"), which provided the reasons for the Orders and directions provided in the First Endorsement.

14. On June 23, 2022 and further to the First Endorsement, the Court released its third endorsement (the "**Third Endorsement**") specifically addressing requested additional written submissions regarding the proposed differential compensation provided for in the Plan. The Court concluded that the appropriateness of the terms of the proposed differential compensation ought to be dealt with at the Sanction Hearing.

15. On July 4, 2022, both the representative plaintiff in the Omarali Class Action and U.S. Counsel to the claimants in the Donin/Jordet Actions filed Notices of Motion for Leave to Appeal the First Endorsement.

16. As a result of the First Endorsement, and specifically the requirement to undertake a valuation process of the Claims held by the Contingent Litigation Claimants in advance

of the proposed meetings of creditors to vote on the Plan, the Plan Sponsor withdrew its support of the Plan. Although the Just Energy Entities, in consultation with the Monitor, engaged in discussions with certain of the Contingent Litigation Claimants and Pariveda with a view to preserving the Plan, no resolution was reached.

17. The Just Energy Entities, in consultation with the Monitor, have engaged in extensive discussions with the Sponsor/DIP Lenders, Supporting Secured CF Lenders and Shell (each as defined in the SISP Support Agreement, as defined below), to discuss the terms upon which such parties would be willing to support the pursuit of a going concern solution for the Just Energy Entities. These discussions have culminated in the SISP, SISP Support Agreement and Stalking Horse Transaction Agreement, each as defined below.

18. On August 4, 2022, the Just Energy Entities served their motion for approval of the SISP, the SISP Support Agreement, and certain other relief including extension of the Stay Period to October 31, 2022 (the "**SISP Motion**").

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

20. Further information regarding the CCAA Proceedings, including all materials publicly filed in connection with these proceedings, is available on the Monitor's website at http://cfcanada.fticonsulting.com/justenergy/ (the "**Monitor's Website**").

21. 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, is 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

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

(a) the Monitor's activities since the Monitor's Tenth Report to the Court dated May 18, 2022 (the "**Tenth Report**");

(b) the relief sought by the Applicants in their proposed Order (the "**SISP Approval Order**"), including, among other things:

(i) authorizing and empowering Just Energy to enter into the definitive purchase agreement (the "**Stalking Horse Transaction Agreement**") dated as of August 4, 2022, between Just Energy and LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC, OC II LVS XIV LP, OC III LFE I LP and CBHT Energy I LLC[1] (collectively, the "**Sponsor"** and the transactions detailed therein, the "**Stalking Horse Transaction**"), *nunc pro tunc*, and such minor amendments as may be acceptable to each of the parties thereto, with the approval of the Monitor and subject to the terms of the SISP Support Agreement (as defined below);

(ii) approving the Break-Up Fee (as defined below) and authorizing the Just Energy Entities to pay the Break-Up Fee to the Sponsor (or as it may direct) in the circumstances and manner described in the Stalking Horse Transaction Agreement and granting a Court-ordered charge (the "**Bid Protections Charge**") in favour of the Sponsor as security for payment of the Break-Up Fee;

(iii) approving the Support Agreement, dated August 4, 2022 among the Just Energy Entities, the Sponsor, Shell, and the Supporting Secured CF Lenders (the "**SISP Support Agreement**"), subject to such minor amendments as may be consented to by the Monitor and as may be acceptable to each of the parties thereto, and authorizing, empowering and directing the Just Energy Entities to enter into the SISP Support Agreement, *nunc pro tunc*, and to take all steps and actions in respect thereof;

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[1] The Sponsor is comprised of (i) the investment funds that are DIP Lenders and together with a related limited partner, the holders of substantially all of the Term Loan Claim, and (ii) CBHT Energy I LLC, as the holder of the BP Commodity/ISO Services Claim.

(iv) approving the Sale and Investment Solicitation Process (the "**SISP**"), a copy of which is attached hereto as **Appendix "A"**, and authorizing the Just Energy Entities to implement the SISP pursuant to the terms thereof;

(v) approving a third key employee retention plan (the "**Third KERP**") in the maximum aggregate amount of approximately CAD$0.4 million and US$0.6 million for key non-executive employees of the Just Energy Entities considered critical to the continued operation and stability of the Just Energy Entities as a going concern, and to the Just Energy Entities' efforts to restructure for the benefit of all stakeholders;

(vi) extending the Stay Period to October 31, 2022;

(vii) approving the Tenth Report, the Supplement to the Tenth Report dated June 1, 2022, and the Eleventh Report, along with the activities, conduct and decisions of the Monitor described therein; and

(viii) sealing the unredacted copy of the SISP Support Agreement and summary of the Third KERP, each attached as confidential exhibits to the Affidavit of Michael Carter sworn August 4, 2022 (the "**Carter Affidavit**");

(c) the advice and direction sought by the Just Energy Entities to suspend the ongoing claims review, determination and dispute resolution process under the Claims Procedure Order, Appointment Order, First Endorsement, and Second Endorsement pending further order of the Court, unless the adjudication of such Claims is necessary for determining entitlement to proceeds to be distributed in accordance with the Stalking Horse Transaction or another transaction entered into pursuant to the SISP;

(d) an update on the Claims Procedure and the resolution of Claims pursuant to the Claims Procedure Order;

(e) the Just Energy Entities' actual cash receipts and disbursements for the 13-week period ended August 6, 2022, a comparison to the cash flow forecast attached

as Appendix "B" to the Monitor's Tenth Report, along with an updated cash flow forecast for the 13-week period ending November 5, 2022; and

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

TERMS OF REFERENCE AND DISCLAIMER

23. In preparing this Eleventh 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**").

24. Except as otherwise described in this Eleventh 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 Eleventh Report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*.

25. The Monitor has prepared this Eleventh Report to provide information to the Court in connection with the relief requested by the Applicants. This Eleventh Report should not be relied on for any other purpose.

MONITOR'S ACTIVITIES SINCE THE TENTH REPORT

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

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

(b) participating in regular and frequent discussions with the Just Energy Entities, their respective legal counsel and other advisors regarding, among other things, the CCAA Proceedings, the Just Energy Entities' restructuring initiatives including with respect to negotiations surrounding the Plan and SISP, and the Claims Procedure;

(c) participating in regular discussions with the DIP Lenders and other key stakeholders, and their respective legal counsel and other advisors regarding, among other things, the Just Energy Entities' restructuring initiatives, the Plan and SISP;

(d) in consultation with the Just Energy Entities, administering the Claims Procedure, subject to the proposed abeyance thereto described in this Eleventh Report;

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

(f) working with the Just Energy Entities, their advisors, and the Monitor's counsel, as applicable, to, among other things:

  (i) provide stakeholders with financial and other information as appropriate in the circumstances;

  (ii) assist the Just Energy Entities in negotiating the Stalking Horse Transaction Agreement, the SISP Support Agreement and the SISP; and

  (iii) ensure compliance with the requirements of regulators in applicable jurisdictions;

(g) attending meetings of the Board of Directors of Just Energy, and various committees thereof;

(h) responding to stakeholder inquiries regarding the Claims Procedure and the CCAA Proceedings generally;

(i) observing the developments and steps taken by the parties with respect to the adjudication of the Claim filed by NextEra Energy Marketing, LLC ("**NextEra**"), a portion of which is disputed by the Just Energy Entities, and providing assistance to the Claims Officer where requested;

(j) participating in discussions between the Just Energy Entities and Putative Class Action Counsel with respect to participation in the SISP and related matters;

(k) posting monthly reports on the value of the Priority Commodity/ISO Obligations to the Monitor's Website in accordance with the terms of the Second A&R Initial Order;

(l) maintaining the service list for the CCAA Proceedings (the "**Service List**") with the assistance of counsel for the Monitor, a copy of which is posted on the Monitor's Website; and

(m) preparing this Eleventh Report.

THE PROPOSED SISP AND STALKING HORSE AGREEMENT

Background and the SISP Support Agreement

27. Amidst the uncertainty following the Plan Sponsor/DIP Lenders' withdrawal of support for the Plan and subsequent termination of the Plan Support Agreement, the Just Energy Entities engaged in extensive discussions with the key stakeholders that were party to the Plan Support Agreement to preserve a going concern restructuring resolution. The Monitor has participated in and been kept apprised of such discussions that culminated in the SISP Support Agreement. The Monitor has also provided input on the development of the SISP.

28. The Monitor has reviewed the terms of the SISP Support Agreement. The Monitor notes that many of the critical provisions of the Plan Support Agreement that the Monitor previously supported and that contributed to the Court's approval of the Plan Support Agreement have carried over into the SISP Support Agreement. Such critical provisions include the Supporting Secured CF Lenders' agreement to participate in a New Credit Facility and Shell's agreement to continue as a commodity supplier.

29. One difference between the SISP Support Agreement and the Plan Support Agreement is the elimination of the restriction under the Plan Support Agreement with respect to the ability of the Just Energy Entities or BMO Nesbitt Burns Inc., as financial advisor to the Just Energy Entities (the "**Financial Advisor**") to actively solicit offers for the

business in the marketplace. The Just Energy Entities and the Financial Advisor are permitted to solicit offers and run the SISP, with the assistance and under the supervision of the Monitor.

30. The SISP Support Agreement provides critical support for the ongoing operations of the Just Energy Entities. The stability afforded by the SISP Support Agreement is crucial if the proposed SISP (as detailed below) is to produce the highest and best bid for the benefit of all stakeholders. The Monitor accordingly supports approval of the SISP Support Agreement in the circumstances.

The Proposed SISP

31. Capitalized terms used in this section of the Eleventh Report and not otherwise defined have the meanings given to them in the SISP or the Plan, as applicable.

32. The key provisions of the SISP are as follows:

(a) the Just Energy Entities will conduct the SISP under the supervision of the Monitor and with the assistance of the Financial Advisor;

(b) any interested party that executes a non-disclosure agreement will be permitted to access a data-room in order to conduct due diligence;

(c) solicitation for potential bidders commenced on August 4, 2022;

(d) interested parties will be asked to submit a notice of intent to bid (a "**NOI**") no later than August 25, 2022;

(e) Qualified Bids will be determined by the Just Energy Entities in consultation with the Monitor. Qualified Bids must meet the terms and provisions of the SISP. The Stalking Horse Transaction described below shall be deemed to be a Qualified Bid;

(f) the Just Energy Entities shall provide information in respect of the SISP on a confidential basis to the DIP Lenders, the holder of the BP Commodity/ISO Services Claim and the Supporting CF Lenders, including copies of any NOIs and Qualified Bids;

(g) the Just Energy Entities shall be permitted, in their discretion, to provide general updates and information in respect of the SISP to counsel to any unsecured creditor of the Just Energy Entities on a confidential basis provided that (i) the applicable creditor shall not submit any NOI or bid in the SISP, and (ii) counsel to the applicable creditor executes a confidentiality agreement satisfactory to the Just Energy Entities and the Monitor;

(h) if no NOI is received by the NOI Deadline, the SISP shall be deemed to have been terminated, and the Stalking Horse Transaction shall be the Successful Bid;

(i) the Qualified Bid Deadline is September 29, 2022, subject to (i) a one-time extension for up to seven days with the consent of the Monitor, the Sponsor and the Supporting Secured CF Lenders, or (ii) further Order of the Court. If no Qualified Bid is received by the Qualified Bid Deadline, the SISP shall be deemed to have been terminated and the Stalking Horse Transaction shall be the Successful Bid;

(j) if one or more Qualified Bids are received, the Just Energy Entities shall hold an Auction to determine the Successful Bid. The Auction shall be carried out in accordance with the Auction Procedures attached to the SISP under the supervision of the Monitor. The Auction will be conducted in rounds and will require minimum Overbids of US$1 million;

(k) the Just Energy Entities shall apply to the Court for approval of the Successful Bid and the authority to consummate the Successful Bid; and

(l) any amendments to the SISP may only be made by the Just Energy Entities with the written consent of the Monitor or by further Order of the Court.

33. The SISP solicits a broad range of transactions for the assets and/or business of the Just Energy Entities, which transactions may take the form of an acquisition or an investment, including pursuant to a plan of comprise or arrangement.

34. The terms of the proposed SISP are, in the Monitor's view, generally customary for sales processes conducted under the CCAA.

The Monitor understands from its review of the Affidavit of Robert Tannor, sworn August 10, 2022, that Putative Class Action Counsel are requesting that the SISP include a mandatory return to Court following the Qualified Bid Deadline to permit the Court to determine whether the Auction should proceed or whether an alternative restructuring plan of compromise or arrangement submitted by them should be put to creditors for a vote. The Monitor is of the view that a simple, defined process that sets out a clear roadmap for potential participants, as currently provided in the SISP, will facilitate the greatest participation by third parties in the process, all for the benefit of the Just Energy Entities' stakeholders. The Monitor is of the view that the uncertainty that would be introduced into the process by the proposed amendment may dissuade otherwise interested participants in the SISP from devoting the necessary resources to develop a bid for the Company. The Monitor does not support this proposed amendment to the SISP.

35. The SISP is to be conducted under the supervision of the Monitor, and the Just Energy Entities are required to consult with the Monitor on all significant steps and developments throughout the SISP process. In addition, the Successful Bid(s) generated by the SISP will come back before the Court for its consideration and approval. This oversight and supervision will ensure an efficient and fair SISP process.

36. With no prospect of implementing the Plan given the loss of stakeholder support for same, the Monitor is of the view that the proposed SISP is now the only viable option for the Company and represents the appropriate next step in these CCAA Proceedings to achieve a timely going concern restructuring resolution. The SISP has significant support amongst the Just Energy Entities' stakeholders including, as noted above, the Supporting Secured CF Lenders and Shell who provide business-critical commodity supply, letters of credit, and a credit facility to the Just Energy Entities.

37. The Monitor has noted in its previous reports to the Court its concerns about the delays in the progression of these CCAA Proceedings. Such delays have caused and continue to cause uncertainty for the Just Energy Entities' employees, vendors and stakeholders. The proposed SISP provides a pathway for the timely emergence of the Just Energy Entities and the termination of these CCAA Proceedings.

38. The timelines under the proposed SISP are reasonable in the circumstances given that: (a) there has been extensive formal and informal marketing of the Just Energy Entities' business both prior to and during the course of these CCAA Proceedings, all as more fully described in the Carter Affidavit; (b) the Financial Advisor has been involved in devising such timelines and has determined that they are appropriate in the circumstances; and (c) solicitation of potential bidders by the Financial Advisor has already commenced.

39. The Monitor is of the view that the proposed SISP provides for a broad, open, fair and transparent process with an appropriate level of independent supervision. The proposed SISP provides a reasonable opportunity for bidders to submit offers superior to the Stalking Horse Transaction which, when combined with the SISP, establishes a basis for maximizing the potential realizable value for the Just Energy Entities.

40. Likewise, the Monitor is of the view that the proposed Auction process will, if required, serve to maximize recoveries to the benefit of all stakeholders and is a fair and transparent process with the appropriate level of supervision.

41. As noted above, the SISP requires that the Just Energy Entities provide information in respect of the bids received in the SISP to the DIP Lenders and CBHT. Accordingly, the Sponsor will be privy to such information. Given that the Stalking Horse Transaction Agreement has already been finalized and disclosed to all potential bidders, the provision of bidder information to the Sponsor allows for symmetry of disclosure. The Monitor is of the view that the provision of such information to the DIP Lenders will not adversely affect the results of the SISP.

42. The Monitor has been privy to numerous discussions between the Just Energy Entities and Putative Class Action Counsel with respect to the SISP. The Just Energy Entities shared an advance copy of the SISP with Putative Class Action Counsel on July 30, 2022 in an attempt to be transparent and, following execution of a non-disclosure agreement, provided early access to the SISP data room on July 20, 2022 to Putative Class Action Counsel and their financial advisor. Putative Class Action Counsel's

proposed financier was subsequently granted access to the data room on August 4, 2022 following execution of a non-disclosure agreement.

43. Nevertheless, the Monitor understands that there are matters that remain unresolved as between the Just Energy Entities and certain of the Contingent Litigation Claimants with respect to the terms of the SISP. In the absence of a consensual resolution of such issues, the Monitor is of the view that the SISP is fair and reasonable. The Contingent Litigation Claimants have the opportunity to submit a bid in the proposed SISP process, including through a plan of arrangement, if they think the Stalking Horse Transaction undervalues the Just Energy Entities.

The Stalking Horse Transaction Agreement and Break-Up Fee

44. Any capitalized terms used in this section of the Eleventh Report but not defined herein have the meanings given to them in the Stalking Horse Transaction Agreement or Plan, as applicable.

45. The Stalking Horse Transaction Agreement shares many similarities with the Plan. However, it differs from the Plan in a few important respects highlighted in this Eleventh Report. Principally, it does not contemplate a $10 million General Unsecured Creditor Cash Pool or any share issuance or other compensation for the Term Loan Lenders. Accordingly, no amounts will be available for distribution to the Just Energy Entities' General Unsecured Creditors, including the Contingent Litigation Claimants and Term Loan Lenders. This is, therefore, a less favourable recovery outcome for such parties than that put forth under the Plan.

46. The Stalking Horse Transaction has been the subject of extensive discussions between the Just Energy Entities, the Sponsor, the Supporting Secured CF Lenders and Shell, which discussions the Monitor was either a party to or kept apprised of.

47. The Stalking Horse Transaction is intended to be effected pursuant to a reverse vesting order, which, among other benefits, would preserve the various regulatory licenses and permits the Just Energy Entities hold across various jurisdictions in Canada and the U.S.

48. A brief overview of the key provisions of the Stalking Horse Transaction Agreement follow:

(a) the Sponsor, as purchaser, will ultimately acquire all newly-issued equity in Just Energy (U.S.) Corp., which will acquire all of the newly-issued equity in Just Energy. All other previously existing equity interests in Just Energy (U.S.) Corp. and Just Energy will be extinguished. Just Energy will cease to be a reporting issuer;

(b) as consideration for its acquisition, the Sponsor shall: (i) pay US$184.9 million in cash, plus up to an additional $10 million to the extent required to pay all required amounts under the Stalking Horse Transaction Agreement and the Vesting Order; (ii) credit bid the BP Commodity/ISO Services Claim in the amount of US$252.7 million, including accrued interest to November 30, 2022; and (iii) assume the Assumed Liabilities (collectively, the "**Purchase Price**"), which include all:

(i) Post-Filing Claims;

(ii) liabilities of the Just Energy Entities arising from and after the Closing Date;

(iii) Claims of any Credit Facility Lender with respect to issued but undrawn letters of credit, if any;

(iv) Cash Management Obligations;

(v) Energy Regulator Claims relating to the Just Energy Entities; and

(vi) Employee Priority Claims;

(c) all Claims, debts and obligations save and except for the Assumed Liabilities shall be Excluded Liabilities;

(d) all Excluded Assets and Excluded Liabilities will be vested in entities to be organized in Canada and the U.S. (collectively, the "**Residual Cos**.");

(e) the Just Energy Entities (except to the extent included within the definition of "Excluded Assets") will emerge from these CCAA Proceedings and the Residual Cos. shall become Applicants in the CCAA Proceedings;

(f) all Priority Payments will be paid by the Just Energy Entities from cash on hand and the cash portion of the purchase price;

(g) a $1.9 million Administration Expense Amount shall be an Excluded Asset and shall be used by the Monitor to deal with the Residual Cos, among other things, with any remaining balance repaid to Just Energy; and

(h) if an Alternative Restructuring Proposal is consummated or Just Energy terminates the SISP Support Agreement on one of the permitted grounds enumerated therein, a Just Energy Entity organized in the U.S. shall pay the Sponsor a break-up fee in the cash amount of US$14.66 million (the "**Break-Up Fee**"). The Break-Up Fee is proposed to be secured by a Court-ordered Bid Protection Charge over all of the Property of the Just Energy Entities. The Bid Protection Charge will have priority over all contractual or statutory security interests, charges, and liens, but will rank subordinate to all other Charges granted to date within the CCAA proceedings.

49. The Break-Up Fee was determined on a similar basis as the Termination Fee under the Backstop Commitment Letter, which was supported by the Monitor and approved by the Court in the First Endorsement, being the "new value contribution" by the Sponsor pursuant to the payment of the Purchase Price. Similar to the previously-approved Termination Fee, the Break-Up Fee equals 3.4% of the Purchase Price, exclusive of the Assumed Liabilities and the $10 million payable by the Sponsor in the event of a shortfall. If the Assumed Liabilities and the $10 million are included in the percentage calculation, the 3.4% would be further reduced.

50. The Monitor notes that the Just Energy Entities are seeking authorization to enter into the Stalking Horse Transaction Agreement and are not seeking the Court's approval of the Stalking Horse Transaction as the Successful Bid at this juncture. Nevertheless, the support for the Stalking Horse Transaction by the parties to the SISP Support Agreement demonstrates significant stakeholder approval of its terms should the Stalking Horse Transaction be determined to be the Successful Bid pursuant to the SISP.

51. There is also a benefit in having a Stalking Horse Transaction set a "benchmark" as part of the proposed SISP, including providing certainty to stakeholders (including employees, customers, regulators and vendors) of a going-concern transaction that can close in a timely fashion.

52. The Monitor recognizes that the Stalking Horse Transaction Agreement, if implemented, will result in an inferior recovery for the General Unsecured Creditors when compared to the terminated Plan. However, the Monitor is of the view that the proposed SISP establishes a process that will test the market and allow for the best possible going concern restructuring resolution in the current market conditions.

53. The Monitor is also of the view that the proposed Break-Up Fee is reasonable in the circumstances, will not "chill" the submission of other prospective bids and supports its approval. The Monitor's view is based on its review of break fees in similar sales transactions carried out under the CCAA and in restructuring proceedings in the United States under Chapter 15 of the United States Bankruptcy Code. The Monitor understands that the Break-Up Fee is an important component of the Stalking Horse Transactions that provides stability and certainty that there will be a going concern resolution to these CCAA Proceedings. In addition, the Monitor has reviewed the Carter Affidavit and notes that the Financial Advisor has confirmed its view that the Break-Up Fee is in line with market terms, is consistent with market practice and is reasonable in all of the circumstances.

THIRD KERP

54. The Court previously approved a key employee retention plan (the "**KERP**") on March 19, 2021, which provided for certain payments to non-executive and executive KERP participants. Under the KERP, non-executive KERP recipients received three installment payments, and executive KERP recipients received 50% of their KERP through two KERP installment payments, with the balance payable upon the completion of a Successful Restructuring (as defined in the Affidavit of Michael Carter sworn March 16, 2021).

55. The Court also granted a Court-ordered charge (the "**KERP Charge**") as security for payments under the KERP in the amounts of $2,012,100 for Canadian dollar payments and US$3,876,024 for U.S. dollar payments. The initial KERP was formulated on the expectation that the Just Energy Entities would conclude their restructuring by the end of 2021.

56. However, the Just Energy Entities required additional time to implement a restructuring transaction and accordingly, the Court approved a second KERP (the "**Second KERP**") on November 10, 2021, which provided for two installment payments for non-executive KERP recipients and one installment payment for executive KERP recipients, along with a success-based payment upon the completion of a Successful Restructuring. The KERP Charge was not increased.

57. Payments made under the KERP and Second KERP to date total approximately $7.4 million. Final payments to non-executive key employees under the KERP were made in June 2022. The final payment to non-executive key employees under the Second KERP will be made on September 9, 2022.

58. The Just Energy Entities are seeking approval of the Third KERP solely for key non-executive employees who are considered critical to the continued operation and stability of the Just Energy Entities as a going concern. The proposed Third KERP is in the maximum aggregate amount of approximately CAD$0.4 million and US$0.6 million, payable upon emergence from the CCAA and Chapter 15 Proceedings or within 30 days thereof, and if approved, would be payable to 30 key non-executive employees. The Just Energy Entities are not seeking any increase to the KERP Charge in connection with the proposed Third KERP as the KERP Charge is sufficient to cover the remaining payments payable under the original and Second KERP, along with the proposed Third KERP. No change to the Executive KERP is proposed.

59. The Monitor understands that the Third KERP is intended to provide financial motivation for key non-executive employees to continue their employment with the Just Energy Entities, despite the highly competitive job market, the additional workload required by such key employees and the extended uncertainty and strain on such key employees as a result of the extended duration of the restructuring proceedings. The Just Energy Entities are concerned that, absent the approval of the Third KERP, there is a risk that key employees will resign.

60. A summary of the Third KERP is attached as Confidential Exhibit "L" to the Carter Affidavit, which contains commercially sensitive information as well as personal

information relating to the non-executive key employees. Accordingly, the Applicants are seeking an order that this exhibit be sealed and not form part of the Court record pending further order of the Court. The Monitor supports such relief and notes that such treatment is consistent with the treatment of the previous KERP summaries.

61. The requested relief is consistent with the purpose and spirit of the previously approved KERP and Second KERP and reflects the additional length of time anticipated to be required to achieve a successful restructuring. The Monitor views the relief requested by the Just Energy Entities regarding the Third KERP as fair and reasonable in the circumstances, and in the best interest of the Just Energy Entities. Accordingly, the Monitor supports the relief sought by the Applicants with respect to the approval of the Third KERP.

UPDATE ON CLAIMS PROCEDURE

62. Capitalized terms used but not otherwise defined in this section of the Eleventh Report have the meanings attributed to them in the Claims Procedure Order.

63. Since the Tenth Report and in accordance with the Claims Procedure Order, the Just Energy Entities have continued to provide notice of the Claims Procedure to any potential Claimants identified. Subsequent to and as contemplated in paragraph 92 of the Tenth Report, the Just Energy Entities in consultation with the Monitor issued approximately 40 negative notices to certain state governmental bodies totaling approximately $0.9 million of new unsecured claims with respect to unclaimed property claims (the "**Unclaimed Property Negative Notices**").

64. As mentioned above, the First Endorsement required the Monitor to forthwith engage with the Contingent Litigation Claimants and Pariveda to determine a process to conduct the claim determinations and valuations. By letter dated June 17, 2022, the Monitor advised the CCAA Court and Service List that the parties had agreed that such directed process be temporarily postponed given the ongoing discussion at such time between the Just Energy Entities, Pariveda, and certain of the Contingent Litigation Claimants, and requested the Court's indulgence that such process be put in abeyance. A copy of the Monitor's letter is attached hereto as **Appendix "B"**.

65. As previously noted, the Stalking Horse Transaction does not provide recovery for General Unsecured Creditors (which includes the Term Loan Lenders), the Just Energy Entities are seeking advice and direction from the Court regarding the suspension of the Claims Procedure, Appointment Order and direction to facilitate the adjudication of certain Claims as set out in the First Endorsement, unless the adjudication of such Claims is necessary for determining entitlement to proceeds to be distributed in accordance with the Stalking Horse Transaction or another transaction entered into pursuant to the SISP.

66. For example, the Just Energy Entities have engaged the Claims Officer to commence the adjudication of the Disputed Claim filed by NextEra, given that such Claim is a secured Claim and is required to be paid pursuant to the Stalking Horse Transaction Agreement. Counsel for the Just Energy Entities, NextEra, the DIP Lenders and the Monitor attended an initial case conference before the Claims Officer on August 9, 2022, to determine a litigation timetable in respect of the adjudication of such Disputed Claim.

67. In the circumstances, the Monitor is supportive of the Just Energy Entities' request that the Claims Procedure be held in abeyance with very limited exceptions while the SISP is conducted. The Monitor is of the view that continuing with the adjudication of remaining Claims may result in unnecessary costs and consumption of other resources given it is currently unknown whether any value will be available to such creditors. If a continued determination of Claims is required for the purposes of determining entitlement to proceeds to be distributed based on the results of the SISP, the Just Energy Entities will so advise the Court and proceed with same.

68. The Monitor understands Putative Class Action Counsel is continuing to request that the validity and value of the Claims submitted with respect to the Donin/Jordet Actions be determined in an expedited fashion. The Monitor does not support such requested determination process because: (a) there is no reason to expend the time and resources required to determine the validity and value of the Donin/Jordet Actions be incurred until it is known whether a superior bid will be received in the SISP that will provide value to General Unsecured Creditors; and (b) the focus of the Just Energy Entities' key

employees should be on conducting the SISP and running the business to ensure the availability of a going concern solution. The time and resources of such key employees are already taxed. The Monitor accordingly supports the Just Energy Entities' request that the entirety of the Claims Procedure be held in abeyance

69. The Monitor last reported on the Claims Procedure in the Tenth Report. A summary of the current resolution status of the Claims as at August 5, 2022 is presented in the table below. Please note that amounts presented are inclusive of potential duplicate and/or erroneous Claims, and represent the total Claims received by the Just Energy Entities and recorded by the Monitor. Claims denominated in U.S. dollars have been converted at a rate of CAD$1.26 to US$1.00 for purposes of this summary:

Category	Accepted or Deemed Accepted	Under Review	Dispute Resolution in Process	Sub-total Claims Pool	Duplicative Claims or Claim Value Reductions	Total Claims Pool	Disallowed	Rescinded Negative Notices / Withdrawn	Total
(amounts stated in millions of CAD)	A	B	C	D= A+ B+ C	E	F= D+ E	G	H	I = F+ G+ H
Funded Debt	620	13	-	**633**	-	**633**	-	866	**1,499**
Commodity & Financial	502	9	28	**540**	17	**557**	9	405	**970**
Litigation	-	1	4,836	**4,836**	4,827	**9,664**	361	0	**10,024**
Tax & Unclaimed Property	6	1	-	**7**	0	**7**	0	89	**96**
Trade & Other	13	34	27	**74**	441	**515**	5	40	**559**
D&O	-	0	118	**118**	0	**118**	1,436	-	**1,554**
Total Claims Received	**$ 1,142**	**$ 58**	**$ 5,008**	**$ 6,208**	**$ 5,286**	**$ 11,494**	**$ 1,811**	**$ 1,400**	**$ 14,704**
by Claim Priority									
Secured Claims	832	9	28	**869**	17	**886**	8	315	**1,209**
Unsecured Claims	310	49	4980	**5,339**	5268	**10,607**	1803	1084	**13,495**
Total Received	**$ 1,142**	**$ 58**	**$ 5,008**	**$ 6,208**	**$ 5,286**	**$ 11,494**	**$ 1,811**	**$ 1,400**	**$ 14,704**

70. A description of the categories utilized in the table above describing the status of the Claims, is set out at paragraph 28 of the Seventh Report of the Monitor dated March 22, 2022, a copy of which is available on the Monitor's Website.

71. Since the date of the Tenth Report, the Monitor has received and recorded an additional $22 million in Claims. Based on the preliminary review of such claims by the Just Energy Entities and the Monitor, the additional Claims can be classified into the following categories:

(a) Claims resulting from the issuance of Notices of Revision or Disallowance of approximately $21 million. The increased Claim amounts included in these Notices of Revision or Disallowance resulted from the reclassification by the

Just Energy Entities of certain claims submitted as post-filing claims to Pre-Filing Claims;

(b) Unclaimed Property Negative Notices of approximately $0.9 million as discussed above; and

(c) Late-Filed Claims (as defined in the Fifth Report of the Monitor dated February 4, 2022) under review of approximately $0.1 million.

UPDATE ON HB 4492 RECOVERIES AND ERCOT LITIGATION

HB 4492 Recoveries

72. As mentioned in the Monitor's previous reports to the Court, including the Supplement to the Tenth Report, the Governor of Texas signed HB 4492 on June 16, 2021, which provides a mechanism for the partial recovery of costs incurred by certain Texas energy market participants, including the Just Energy Entities, during the Texas weather event in February 2021. The Monitor also noted that the total amount that the Just Energy Entities might recover through HB 4492 was dependant on several factors.

73. Proceeds of HB 4492 in the aggregate amount of US$147.5 million were received by the Just Energy Entities from Electric Reliability Council of Texas, Inc. ("**ERCOT**") on June 22 and 29, 2022. Such proceeds have been received by the Just Energy Entities and are accounted for as a source of cash in the projected cash on hand at the time of closing of the Stalking Horse Transaction.

ERCOT Litigation

74. As noted in the Monitor's previous reports to the Court, the Just Energy Entities disputed the resettlement payments that the Just Energy Entities were required to pay to ERCOT as a result of the inflated prices during the Texas weather event. The Monitor also noted that ERCOT had dismissed one of the disputes filed by the Just Energy Entities, which triggered an alternative dispute resolution process.

75. As previously noted by the Monitor, the Just Energy Entities had commenced litigation against ERCOT and the Public Utility Commission of Texas (the "**PUCT**") on November 12, 2021, in an effort to recover payments made by various Just Energy

Entities to ERCOT for certain invoices relating to the Texas weather event in February 2021 (the "**ERCOT Litigation**"). The claim against the PUCT was dismissed by the U.S. Court. Further, the Monitor noted that it intends to be actively involved in supporting the ERCOT Litigation.

76. At a hearing on April 4, 2022 on ERCOT's second motion to dismiss, the U.S. Bankruptcy Court requested that the parties seek direction from the CCAA Court with respect to the proper party in interest to advance certain claims.

77. By endorsement dated May 5, 2022 (the "**Section 36.1 Endorsement**"), the CCAA Court determined that Just Energy (as foreign representative) and other Just Energy Entities, as the case may be, were authorized and empowered to pursue the Section 36.1 Claims in the Adversary Proceeding, *nunc pro tunc*, with the Monitor being authorized and directed to take whatever actions and steps it deemed advisable to assist and supervise the Just Energy Entities with respect to the prosecution of the Section 36.1 Claims in the Adversary Proceeding. As mentioned above, the Section 36.1 Endorsement and related Order were given full force and effect in the United States pursuant to an Order of the U.S. Bankruptcy Court entered on July 19, 2022.

78. On June 9, 2022, the U.S. Bankruptcy Court held a continued hearing on ERCOT's motion to dismiss the First Amended Complaint. At that hearing, the U.S. Bankruptcy Court dismissed Count 3 (Transfer at Undervalue - CCAA (§ 36.1), BIA (§ 96)). The Bankruptcy Court also dismissed Counts 1 and 2 (Preference - CCAA (§ 36.1), BIA (§ 95)) with leave to replead those Counts to identify with more specificity the individual obligations and transfers at issue. At that time, the U.S. Bankruptcy Court deferred ruling on ERCOT's other arguments.

79. On June 14, 2022, the Just Energy Entities filed a second amended complaint (the "**Second Amended Complaint**"). The Second Amended Complaint contains the same Counts as the First Amended Complaint, except for Count 3 (Transfer at Undervalue - CCAA (§ 36.1), BIA (§ 96)).

80. On June 21, 2022, ERCOT filed a third motion to dismiss the Second Amended Complaint. At a hearing on June 27, 2022, the U.S. Bankruptcy Court granted ERCOT's motion in part: (i) dismissing Count 6 (Setoff, Recoupment); and (ii) striking certain allegations from the Second Amended Complaint. The U.S. Bankruptcy Court denied ERCOT's motion in all other respects, including with respect to arguments based on sovereign immunity, abstention, the filed-rates doctrine, and the PUCT as a necessary party (the "**July 6 Order**"). A table summarizing the foregoing is provided below:

Count	June 9, 2022 Hearing	June 27, 2022 Hearing
Count 1 (Preference (Obligations) CCAA (§ 36.1), BIA (§ 95)	Dismissed with leave to replead	Upheld
Count 2 (Preference (Transfers) - CCAA (§ 36.1), BIA (§ 95))	Dismissed with leave to replead	Upheld
Count 3 (Transfer at Undervalue - CCAA (§ 36.1), BIA (§ 96))	Dismissed	-
Count 4 (Recovering Proceeds - CCAA (§ 36.1), BIA (§ 98))	Deferred determination	Upheld
Count 5 (Turnover - 11 U.S.C. § 542(a))	Deferred determination	Upheld
Count 6 (Setoff, Recoupment)	Deferred determination	Dismissed

81. During the hearing on June 27, 2022, counsel for ERCOT informed the U.S. Bankruptcy Court that ERCOT intends to seek a direct appeal of certain aspects of the U.S. Bankruptcy Court's ruling to the U.S. Court of Appeals for the Fifth Circuit (the "**Court of Appeals**"). On July 19, 2022, ERCOT filed a notice of appeal of the July 6 Order and, by Order granted July 19, 2022, the U.S. Bankruptcy Court certified the July 6 Order for direct appeal to the Fifth Circuit and recommended that the appeal be heard on an expedited basis. On July 19, 2022 Just Energy, ERCOT and certain Intervenors filed in the U.S. Bankruptcy Court a Certification to the Court of Appeals that a circumstance specified in 28 U.S.C. § 158(d)(2) exists supporting certification to the Court of Appeals.

82. On July 27, 2022 ERCOT and the Intervenors filed an Unopposed Petition for Direct Appeal Under 28 U.S.C. § 158(d)(2) (the "**Motion for Direct Appeal**") with the Court of Appeals. Also, on July 27, 2022 Just Energy filed with the Court of Appeals Respondents' Unopposed Motion to Expedite Appeal. The Court of Appeals has not ruled on the Motion for Direct Appeal.

83. The timeline to resolution and likelihood of success of this litigation is unknown. Recoveries from such litigation, if any, could take years to realize.

RECEIPTS AND DISBURSEMENTS FOR THE 13-WEEK PERIOD ENDED AUGUST 6, 2022

84. The Just Energy Entities' actual net cash flow for the 13-week period from May 8, 2022 to August 6, 2022, was approximately $157.6 million better than the Cash Flow Forecast appended to the Tenth Report (the "**Summer 2022 Cash Flow Forecast**"), as summarized below:

(CAD$ in millions)	Forecast	Actuals	Variance
RECEIPTS			
Sales Receipts	$682.4	$737.9	$55.4
Miscellaneous Receipts	-	194.5	194.5
Total Receipts	$682.4	$932.4	$250.0
DISBURSEMENTS			
Operating Disbursements			
Energy and Delivery Costs	($559.0)	($651.6)	($92.6)
Payroll	(23.8)	(23.5)	0.3
Taxes	(21.7)	(24.7)	(2.9)
Commissions	(23.4)	(27.1)	(3.7)
Selling and Other Costs	(41.1)	(31.6)	9.4
Total Operating Disbursements	($669.0)	($758.5)	($89.4)
OPERATING CASH FLOWS	$13.4	$173.9	$160.5
Financing Disbursements			
Credit Facility - Borrowings / (Repayments)	$ -	$ -	$ -
Interest Expense & Fees	(11.5)	(9.3)	2.2
Restructuring Disbursements			
Professional Fees	(14.2)	(19.3)	(5.2)
NET CASH FLOWS	**($12.3)**	**$145.3**	**$157.6**
CASH			
Beginning Balance	$159.3	$159.3	$ -
Net Cash Inflows / (Outflows)	(12.3)	145.3	157.6
Other (FX)	-	(2.7)	(2.7)
ENDING CASH	**$147.0**	**$301.9**	**$154.9**

85. Explanations for the main variances in actual receipts and disbursements as compared to the Summer 2022 Cash Flow Forecast are as follows:

(a) The favourable variance of approximately $55.4 million in Sales Receipts is primarily comprised of the following:

(i) a favourable variance of approximately $29.3 million due to higher than forecast sales receipts in respect of U.S. residential customers due to higher consumption associated with warmer than expected weather, which is partially offset by higher Energy and Delivery costs in current and future periods;

(ii) a favourable variance of approximately $16.0 million due to higher than forecast sales receipts in respect of U.S. commercial customers due to higher consumption associated with warmer than expected weather, which is partially offset by higher Energy and Delivery costs in current and future periods; and

(iii) a favourable variance of approximately $10.1 million due to higher than forecast sales receipts in respect of Canadian residential and commercial customer billings, which is partially offset by higher Energy and Delivery costs in current and future periods;

(b) The permanent favourable variance of approximately $194.5 million in Miscellaneous Receipts is primarily due to the recovery from ERCOT pertaining to HB 4492 as mentioned above, as well as receipt of refunds from Canada Revenue Agency on account of Goods and Services Tax previously paid by the Just Energy Entities;

(c) The unfavourable variance of approximately $92.6 million in respect of Energy and Delivery Costs is primarily driven by the following:

(i) A permanent unfavourable variance of approximately $52.0 million due to higher commodity payments, primarily driven by increased pricing and load during summer heat waves in the Texas market, partially offset by payouts to the Company from its summer weather hedging strategy;

(ii) An unfavourable variance of approximately $26.4 million primarily due to increased collateral requirements with ERCOT in relation to increased pricing and load during the summer heat waves in the Texas market during the 13-week period;

(iii) A permanent unfavourable variance of approximately $14.3 million due to higher than forecast transportation and delivery payments due in part to higher energy transmission volumes, increased transportation and delivery rates, and normal course fluctuations;

(d) The temporary unfavourable variance of approximately $2.9 million in respect of Taxes is primarily due to normal course fluctuations in the timing of tax payments;

(e) The permanent unfavourable variance of approximately $3.7 million in respect of Commissions is primarily due to normal course fluctuations related to customer sign-ups and associated commissions relative to the Summer 2022 Cash Flow Forecast;

(f) The favourable variance of approximately $9.4 million in respect of Selling and Other Costs is primarily due to lower than forecast spending rates and to the Just Energy Entities' continued successful negotiation of payment terms and go-forward arrangements with its vendors;

(g) The favorable variance of approximately $2.2 million in respect of Interest Expense & Fees is primarily due to the timing of the Just Energy Entities' remittance of certain amounts being made later than forecast outside the 13-week period analyzed. This timing adjustment is incorporated in the August 2022 Cash Flow Forecast (as defined below); and

(h) The unfavourable variance of $5.2 million in respect of Professional Fees is due to higher than forecast payment of professional fee invoices during the 13-week forecast period primarily resulting from increased services rendered by professionals with respect to the continued development and negotiation of the Plan, and the development of an alternative restructuring path forward for the Just Energy Entities among its key stakeholders including negotiation of the SISP, SISP Support Agreement, and Stalking Horse Transaction Agreements, as well as ongoing discussions with the Contingent Litigation Claimants.

Reporting Pursuant to the DIP Term Sheet

86. The variances shown and described herein compare the Summer 2022 Cash Flow Forecast, as appended to the Tenth Report, with the actual performance of the Just Energy Entities over the 13-week period noted.

87. 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 Report(s)**"). 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 May 28, 2022; June 25, 2022; and July 23, 2022. All variances reported were within the permitted variances with two exceptions for which Management proactively sought waivers from the DIP Lenders and are summarized below:

   (a) For the variance report covering the four-week period ended May 28, 2022, the Just Energy Entities sought and the DIP Lenders approved a waiver with respect to the line item variance test for the Energy and Delivery Costs. This waiver dated May 28, 2022 was necessary due to higher than forecast collateral requirements by ERCOT in relation to unseasonably high temperatures in the Texas market, which caused historically high load and commodity prices; and

   (b) For the variance report covering the four-week period ended July 23, 2022, the Just Energy Entities sought, and the DIP Lenders approved, a waiver with respect to the line item variance test for Commissions. This waiver dated July 26, 2022 related to the timing of certain commission payments made by the Just Energy Entities approximately four days earlier than contemplated during the final week of the four-week period instead of during the first week of the subsequent four-week DIP budget period where the commission payments were forecast to be made. This timing variance resulted in commission payments exceeding the testing threshold in the respective four-week DIP budget period – necessitating the waiver.

88. 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 Forecast(s)**"). The Just Energy Entities provided

the required DIP Cash Flow Forecasts, which were approved by the DIP Lenders, for the 13-week periods beginning May 29, 2022; June 26, 2022; and July 24, 2022.

89. As the DIP Variance Report utilizes updated underlying cash flow forecasts vis-à-vis the Summer 2022 Cash Flow Forecast for the same period, the DIP Variance Report differed from the variance analysis above that compares actual results to the Summer 2022 Cash Flow Forecast. 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.

90. Since the Tenth Report, the Just Energy Entities have complied with their reporting obligations pursuant to the DIP Term Sheet, the Second A&R Initial Order, and other documents including certain support agreements. These reporting obligations during the period included the in-time delivery of the following:

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

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

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

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

(e) Delivery of a Gross Margin Calculation Certificate update quarterly;

(f) Delivery of Consolidated Financial Statements and related documents update quarterly;

(g) Delivery of a Marked to Market Calculation monthly; and

(h) Delivery of Electricity and Natural Gas Portfolio Reports, Hedging Exposure and Supply/Demand Projections quarterly.

CASH FLOW FORECAST FOR THE PERIOD ENDING NOVEMBER 5, 2022

91. The Just Energy Entities, with the assistance of the Monitor, have updated and extended their weekly cash flow forecast for the 13-week period ending November 5, 2022 (the "**August 2022 Cash Flow Forecast**"), which encompasses the requested stay extension

to October 31, 2022. The August 2022 Cash Flow Forecast is attached hereto as **Appendix "C"**, and is summarized below:

(CAD$ in millions)	**13-Week Period Ending November 5, 2022**
Forecast Week	**Total**
RECEIPTS	
Sales Receipts	$858.2
Miscellaneous Receipts	7.3
Total Receipts	$865.5
DISBURSEMENTS	
Operating Disbursements	
Energy and Delivery Costs	($712.7)
Payroll	(29.2)
Taxes	(27.5)
Commissions	(27.0)
Selling and Other Costs	(29.9)
Total Operating Disbursements	($826.3)
OPERATING CASH FLOWS	$39.2
Financing Disbursements	
Credit Facility - Borrowings / (Repayments)	$ -
Interest Expense & Fees	(13.0)
Restructuring Disbursements	
Professional Fees	(14.0)
NET CASH FLOWS	**$12.2**
CASH	
Beginning Balance	$301.9
Net Cash Inflows / (Outflows)	12.2
Other (FX)	-
ENDING CASH	**$314.1**

92. The August 2022 Cash Flow Forecast indicates that during the 13-week period ending November 5, 2022, the Just Energy Entities will have operating cash inflows of approximately $39.2 million with total receipts of approximately $865.5 million and total operating disbursements of approximately $826.3 million, before interest expense and fees of approximately $13 million and professional fees of approximately $14 million, such that total net cash inflows are forecast to be approximately $12.2 million.

93. Generally, the underlying assumptions and methodology utilized in the Summer 2022 Cash Flow Forecast have remained the same for this August 2022 Cash Flow Forecast; however, the Monitor notes the following:

(a) The forecast period was extended from the week ending August 20, 2022 to the week ending November 5, 2022;

(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 August 2022 Cash Flow Forecast, which include:

(i) Customer cash receipt collection timing and bad debt estimates have been updated based on recent 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 prior period have been carried 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; and

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

94. The August 2022 Cash Flow Forecast demonstrates that, subject to its underlying hypothetical and probable assumptions, the Just Energy Entities are forecast to have sufficient liquidity to continue funding their operations during the CCAA Proceedings to October 31, 2022.

STAY PERIOD EXTENSION

95. The Stay Period will expire on August 19, 2022, and the Applicants are seeking an extension to the Stay Period up to and including October 31, 2022.

96. The Monitor supports extending the Stay Period to October 31, 2022 for the following reasons:

   (a) the Monitor is of the view that the proposed extension to the Stay Period is necessary to provide the Just Energy Entities with time to conduct the SISP;

   (b) as indicated by the August 2022 Cash Flow Forecast, the 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;

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

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

APPROVAL OF THE ACTIVITIES OF THE MONITOR

97. The proposed SISP Approval Order seeks approval of (i) the Tenth Report (including the Supplement to the Tenth Report); (ii) this Eleventh Report; and (iii) the activities and conduct of the Monitor described therein.

98. Although the Monitor sought approval of the Tenth Report at the Meetings Order Motion, the First Endorsement did not address such approval. Accordingly, the Applicants are seeking such approval at this time in the SISP Approval Order.

99. The Monitor notes that, at the Meetings Order Motion, it also sought approval of its fees and the fees of its counsel as described in the Tenth Report. Such fees were approved in the First Endorsement. The Monitor will seek approval of the fees incurred by the Monitor and its counsel following the date of such approval period in a future report to the Court.

100. As outlined in the Monitor's previous reports to the Court (all of which are available on the Monitor's Website), the Monitor and its counsel have played, and continue to play, a significant role in the CCAA Proceedings. The Monitor respectfully submits that its actions, conduct, and activities in the CCAA Proceedings since the Tenth Report have

been carried out in good faith and in accordance with the provisions of the orders issued therein and should therefore be approved.

CONCLUSION

101. The Monitor is of the view that the relief requested by the Applicants is reasonable and justified in the circumstances.

102. Accordingly, the Monitor respectfully supports the requested relief and recommends that the SISP Approval Order be granted.

The Monitor respectfully submits this Eleventh Report to the Court dated this 13th day of August, 2022.

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

Per:

Paul Bishop
Senior Managing Director

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

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

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Lawyers for the Court-appointed Monitor,
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THIS IS EXHIBIT W REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

NOTE TO READER: This is an UNOFFICIAL TRANSCRIPT of the Endorsement of Justice McEwen dated August 18, 2022. The official hand-written endorsement governs in all respects.

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., 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**")

Written Endorsement of McEwen, J. – Unofficially Transcribed

The Applicants seek a Sales Process Approval Order. The Applicants are supported by the DIP Lenders, Credit Facility Lender and Shell at the motion.

The Monitor also supports the relief sought.

While there is generally no opposition to the order sought, U.S. Class Counsel on behalf of the U.S. Class Actions raise five discrete objections. They are supported by the Omarali Class Action, the Mass Tort Claims and Pariveda.[1]

Given the extreme time sensitivity surrounding this CCAA matter, I am releasing my reasons via this handwritten endorsement. I have reviewed all of the facta filed, affidavits, motion records and Monitor's Eleventh Report.

In providing these reasons, I do not propose to review all submissions made, but will focus on those submission that I consider to be most germane. I have however, reflected on all of the submissions made at the motion.

Before I analyze the five issues in dispute, I will review the overall structure of the Sales Process proposed by the Applicants, and then review the issues not in dispute that were raised at the motion.

Insofar as the Sales Process is concerned, the Applicants seek a sales and investment solicitation process ("SISP") which, among other things, seeks Court authorization, *nunc pro tunc*, to enter into a Stalking Horse Transaction Agreement between the Applicants and the Sponsor (as defined, essentially the related group of companies under the PIMCO umbrella, in the Applicants' factum).

The Applicants also, in this regard, seek approval of the SISP Support Agreement.

As noted, there is no general opposition, and I agree that subject to the determination of the five discrete disputes, the SISP Support Agreement and SISP, which includes the Stalking Horse Transaction, ought to be approved.

The SISP Support Agreement is similar to the previous Plan Support Agreement that I previously approved before the Plan was terminated subsequent to my previous orders in June/22.

Unlike the Plan Support Agreement, however, the SISP Support Agreement contains no restriction on the Applicants to solicit superior offers to the Stalking Horse Transaction. I agree that s. 11 of the CCAA provides this Court with the authority to approve the SISP Support Agreement. I further agree that the SISP Support Agreement is a critical component of the Applicants' going concern restructuring to allow them to market their assets, obtain value and operate in the normal course in the meantime.

This Court has approved similar support agreements in prior cases: *Re. Stelco* (2005) 78 OR (3d) 254 and *U.S. Steel Canada Inc.* 2016 ONSC 7899.

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[1] All as defined in my June 21/22 endorsement.

NOTE TO READER: This is an UNOFFICIAL TRANSCRIPT of the Endorsement of Justice McEwen dated August 18, 2022, the official hand-written endorsement governs in all respects.

With respect to the SISP, I accept the Applicants' submission that the criteria as set out in the *Nortel Networks Corp. (Re)* (2009) 55 CBR (5th) (Ont SCJ) at para. 48 have been met, insofar as they ought to be considered at this stage of the proceeding.

Amongst other reasons is the fact that; of present, no other viable options have been presented; other superior proposals can be accepted; and the Stalking Horse Transactions sets a "floor price" and creates the certainty of a going concern sale.

I pause here to note that the Stalking Horse Transaction contemplates a Reverse Vesting Order ("**RVO**"). In this regard, however, it is important to note that at this stage I am not being asked to grant the RVO (which have been viewed as an extraordinary remedy: see *Harte Gold Corp. (Re)* 2022 ONSC 653 at para 38), nor am I being asked to approve the Stalking Horse Transaction.

Approvals in this regard, if the Stalking Horse Transaction is the successful bid, will be dealt with at the conclusion of the SISP.

Turning now to the specific unopposed relief, I grant the following relief:

- The stay period is extended to October 31/22. There is sufficient liquidity. The Applicants are proceeding in good faith and the extension is fair and reasonable given the ongoing Sales Process.
- The KERP is also approved. Previous KERPs have been approved by this Court. As set out in Mr. Carter's affidavit (the CFO of Just Energy) the proposed KERP, for non-executive key employees is justified as previously ordered payments will soon end and there is a genuine concern that non-executive key employees may resign at this important stage of the proceeding. This would prejudice not only the Applicants, but other stakeholders. The proposed amounts are fair and reasonable.
- The Monitor's Tenth and Eleventh Reports are approved as are the activities, conduct and decisions described therein.
- The sealing orders shall go with respect to the KERP order and the SISP Support Agreement which contains, amongst other things, the holding percentages of the various entities comprising the DIP Lenders' Claim.

In both instances the Sierra Club test, as recast in Sherman Estate, has been met. The orders are made on an interim basis. Prior sealing orders have been made concerning KERP Orders. This protects the personal information of the relevant employees.

The interim Sealing Order concerning the SISP Support Agreement is also necessary given the ongoing Sales Process and the commercially sensitive material it contains.

I now turn to the five disputed issues:

1. The first deals with the U.S. Class Actions' allegation that the Sponsor will have "inside information" regarding other bids and other bidders' communications with the Applicants in the absence of the other bidders' consent. This could result in proprietary or competitive information going to the Sponsor. They argue that this would provide an unfair advantage and could chill the market.

   The Applicants submit, as do the supporting stakeholders, that all they seek is an equal playing field.

   The Stalking Horse Transaction Agreement has been finalized and disclosed to all potential bidders. The Sponsor, in particular, seeks the same information from other bidders prior to the auction.

   At the motion the parties agreed that symmetrical information sharing was sensible and would assist in the Sales Process.

   The only potential mischief concerned disclosure of propriety or competitive information. It is frankly difficult to analyze this risk in the abstract.

   It was agreed that the symmetrical bidding information should be exchanged. The Monitor agreed to stay involved in the information sharing process. Further, the Sponsor submits that it is not seeking proprietary information, but rather wants to see the exact type of information that it has provided.

   In all of these circumstances, I therefore order that the parties/stakeholders engage in the fair, equitable and symmetrical sharing of information concerning bids. The Monitor will continue to engage and monitor the exchange of information to ensure no bidder, including the Sponsor, enjoys an advantage that is unfair and/or could chill the market.

2. I now turn to the U.S. Class Actions' submission that the SISP should not automatically default to the proposed auction. They are currently working with a financier to attempt to present a plan of arrangement.

   Counsel for the U.S. Class Actions submit that the SISP should contain a provision that the matter return to Court, before an auction, to determine whether their Plan should be put to a vote of unsecured creditors (or any other plan that surfaces).

   I do not agree and agree with the submissions of the Applicants' wherein they submit that such an attendance is unnecessary and detrimental to the SISP process.

   There is nothing preventing the U.S. Class Actions from submitting their plan into the auction. No stakeholder disputes their right to do so.

In my view this is the preferred path and upon the conclusion of the auction[2] I will determine whether the successful bid ought to be approved.

At that time all relevant issues will be reviewed, including if necessary a proposed RVO.

In the usual way, the relevant issues concerning whether or not the successful bid ought to be approved, including why the successful bid is superior, or not, can be put forth.

Parties are free to put forth all relevant, unfettered arguments. As stated by Monitor's counsel, this Court is not a "rubber stamp" at the motion for approval.

This single track, as unopposed to the motion proposed by counsel for the U.S. Class Actions, is preferrable and provides greater certainty in the marketplace. I am concerned that a return to Court before an auction could chill the Sales Process, as potential bidders would be concerned that their efforts may never make it to auction resulting in wasted time and expense.

3. The third issue involves whether the valuation of the U.S. Class Actions ought to be suspended.

The U.S. Class Actions want to proceed as per my earlier order, that the Contingent Litigations Claims (which include the U.S. Class Actions, the Omarali Class Action, the Mass Tort Claims and the Pariveda Claim[3]) ought to be valuated, in advance of a meeting of creditors when the Meeting Order was sought. Subsequent to that Order being made the Sponsor withdrew from the proposed plan and all parties, including the Contingent Litigation Claims agreed to suspend the valuations to determine the validity and value of the claims.

A letter was provided to me by the Monitor in this regard.

Unbeknownst to me, later in July, the U.S. Class Actions advised the Monitor and other that it, again, wished to carry out the valuations. The matter did not return to me and no valuations were conducted.

At the motion, the Omarali Class Action, the Mass Tort Claims and Pariveda also requested that their claims be valuated.

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[2] Assuming the SISP proceeds to auction.

[3] Pariveda was not part of the defined term but I ordered it be valued.

They all generally submit that in order to formulate and negotiate a plan they (the U.S. Class Actions took the lead here) need to know the creditor pool for the purpose of voting.

The U.S. Class Actions proposed a process by way of letter dated Aug 4/22 which proposes a very aggressive approximate two week process that has either the Honourable J. O'Connor or I conduct the valuations (although they use the word "estimations"). This would now presumably involve valuations of all of the aforementioned claims.

The Applicants submit that such an exercise is wasteful, unnecessary and lacks utility. They further submit that the expedited schedule is unachievable, particularly where the additional claims would also need to be valued.

I agree with the Applicants.

Currently, the only transaction before the Court is the Stalking Horse Transaction which would not result in any recoveries to general unsecured creditors. Further, I agree with the Applicants that the volatile nature of the industry and the Sales Process are placing a strain on resources and personal (as referenced above concerning the KERP).

I further accept the submissions of the Monitor that a valuation can be considered, if and when, a transaction is likely to provide recovery for unsecured creditors. Otherwise it is a costly distraction.

Insofar as the argument of counsel for the US Class Actions is concerned, that it is necessary to formulate and negotiate a plan, this may be of some assistance, but their presence is well known in this proceeding and their desire does not outweigh the above countervailing factors raised by the Applicants and supported by the Monitor.

Last, unlike the valuations ordered with respect to the abandoned plan, here we are dealing with a SISP which, in the ordinary course, should have some value determined before considering a valuation. I also note that the Omarali Class Action submitted that its claim has unique features that further warrant a valuation. Again, I do not accept that those features outweigh the concerns of the Applicants.

4. The fourth issue concerns the break-up fee contained in the Stalking Horse Transaction, in the amount of US$14.66 million in favour of the Sponsor.

Counsel for the US Class Actions submits that the break-up fee is anti-competitive and unfairly prejudices the unsecured creditors.

They add that the Sponsor has had its fees paid throughout these proceedings and the Sponsor is committed to purchasing the asset. Additionally, they argue that the

Applicants/Sponsor have advanced no evidence to support the quantum sought and the break-up fee results in other bidders having to raise additional funds to compete.[4]

Insofar, as the law is concerned, counsel for the US Class Actions point out that this Court has a gatekeeping function and ought not simply act as a "rubber stamp", or merely rely upon the business judgment rule and the seller's discretion.[5]

Last, they submit that each case must be considered in the context of its own unique circumstances and the mere fact that the proposed break-up fee is within the range of reasonableness as determined in other cases does not mean it is reasonable in the given case.[6]

The Applicants/Sponsor argue that the stalking horse bid provides stability and a framework for competitive bidding. In this context break-up fees are almost always required in exchange for the stalking horse setting the floor, exposing the bid, providing other bidders access, and committing funding.

Further, they argue that the Stalking Horse is tying up a significant amount of capital (in the $200 million range) and this resulting loss of opportunity cost must be taken into account.

The Sponsor particularly points out that the break-up fee is not anti-competitive, but rather allows the competitive bidding to occur to benefit of all stakeholders, including the over 1,000 employees and approximately 1,000,000 customers.

The Applicants/Sponsor further submit that the break-up fee is well within the accepted range (3.4%) and rely on the evidence of Mr. Carter (paras. 60-63 of his affidavit) and their expert Mark Caiger. Mr. Caiger opines that the break-up fee is in-line with market terms, consistent with market practice and reasonable in the circumstances of this case.

Mr. Caiger was engaged by Just Energy to advise and assist it. In his May 12/22 affidavit he thoroughly sets out the basis of his analysis (see paras 32-38).

Further, the Applicants point to the fact that the previously approved Termination Fee, in connection with the abandoned Plan, was in the same range and was not opposed.

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[4] See *Mecachrome Canada Inc. Re*. 2009 QCCS 6355 at para 64 for support of this submission

[5] *Boutique Euphoria Inc. Re*. 2007 QCCS 7129 at para 65

[6] *Quest University Canada (Re)* 2020 BCSC 1845 at para 58; *Leslie & Irene Dube Foundation Inc. v. P218 Enterprises Ltd.* 2014 BCSC 1855 at para 36

In support of the Applicants, the Monitor also emphasizes that the break-up fee is in no way a gratuitous offering but is part of a complicated arm's length agreement, that resulted in the Stalking Horse Transaction. This transaction provides certainty to all stakeholders of a going concern transaction that can close in a timely fashion. The Monitor too is of the view that the break-up fee will not chill the market and its review also has found that it is consistent with break-up fees in similar sales transactions carried out under the CCAA and in the U.S.

I agree that the break-up fee ought to be granted. It is a critical feature of the proposed transaction. The 3.4% is within the range of acceptability.

Although the actual fee, at first glance may seem high, the SISP involves a significant, complicated process involving a complex and large scale business model with secured claims of approximately $1 billion.

The risks and stakes here are extremely high and the break-up fee is reasonable when one considers all the factors – including the price of stability.[7]

In the very unique and complex circumstances of this case I do not accept the U.S. Class Actions' submission that no break-up fee is warranted – this is not realistic.

Rather the proposed break-up fee recognizes, amongst other things, the effort expended by the Sponsor, the capital committed and the benefits of the Stalking Horse Transaction within the SISP as set out in the record filed by the Applicants. Specifically, it also allows the transaction to proceed and attempt to attract other bidders.

5. The last issue involves the request of the U.S. Class Actions to extend the timeline under the SISP by three weeks.

They primarily submit that there are no liquidity issues and the existing timelines are very tight. For example, the NOI is due Aug 25/22.

The Applicants, prior to the motion, maintained that the timelines were appropriate based on its unchallenged evidence, which includes the volatility of the market and effect on employees.

They also submit that the process commenced on Aug 4/22, not as of the date of the motion.

The Applicants conceded liquidity.

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[7] *Green Growth Brands (Re),* 2020 ONSC 3565 at paras 51-52

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At the hearing the Applicants met, off the record, with their key secured stakeholder and advised that they would agree to a one week extension.

As I alluded to at the motion, I believe that a two week extension to the milestones is fair and reasonable. As a result of my previous orders, the proposed Sales Process is proceeding essentially as proposed by the Applicants/Sponsor – including the break-up fee.

Further, as the Applicants and their supporters have stated, the Sale Process is extremely complex and involves significant debt and funding.

By allowing an extra week (over and above the concession at the motion) I see no prejudice to the Applicants. This matter has been evolving for many months and it must be remembered that it took the Applicants some time to formulate the prior Plan.

The extra two weeks provides a clear, court ordered structure and path to a definitive auction date.

In my view, this provides a reasonably quick timetable, but allows some breathing room for other bidders which is to be benefit of stakeholders.[8]

In coming to this conclusion, I have not ignored the Applicants' prior marketing efforts.

A two week extension is granted.

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[8] *PCAS Patient Care Automation Services Inc. (Re)* 2012 ONSC 2840 at paras 17, 18 for support of this proposition

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Orders shall go with respect to the foregoing reason.

TM

Judges Initials

Court File Number: CV-21-00658423-00CL 0835

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

In the Matter of... Just Energy Group Inc et al
Plaintiff(s)

AND

Defendant(s)

Case Management ☑ Yes ☐ No by Judge: McEwen J.

Counsel	Telephone No:	Facsimile No:
see participants list attached		

☐ Order ☐ Direction for Registrar **(No formal order need be taken out)**
☐ Above action transferred to the Commercial List at Toronto **(No formal order need be taken out)**

☐ Adjourned to: ______
☐ Time Table approved (as follows):

The Applicants seek a Sales Process Approval Order. The Applicants are supported by the DIP Lenders, Credit Facility Lender and Shell at the motion.
The Monitor also supports the relief sought.
While there is generally no opposition to the order sought

18 August 22
Date

McEwen J.
Judge's Signature

☑ Additional Pages 29 in total

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Superior Court of Justice
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Judges Endorsment Continued

U.S. Class Counsel on behalf of the U.S Class Actions raise five discrete objections. They are supported by the Omarali Class Action, the Mass Tort Claims and Pariveda[1].

Given the extreme time sensitivity surrounding this CCAA matter I am releasing my reasons via this handwritten endorsement. I have reviewed all of the factums filed affidavits, motion records and the Monitor's Eleventh Report.

In providing these reasons I do not propose to review all submissions made, but will focus on those submissions that I consider to be most germane. I have, however, reflected on all of the submissions made at the motion.

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1. All as defined in my June 21/22 endorsement.

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Judges Endorsment Continued

Before I analyse the five issues in dispute, I will review the overall structure of the Sales Process proposed by the Applicants, and then review the issues not in dispute that were raised at the motion.

Insofar as the Sales Process is concerned, the Applicants seek a sales and investment solicitation process ("SISP") which, amongst other things, seeks Court authorization, nunc pro tunc, to enter into a Stalking Horse Transaction Agreement between the Applicants and the Sponsor (as defined, essentially the related group of companies under the PIMCO umbrella, in the Applicants' Factum).

The Applicants also, in this regard, seek approval of the SISP Support

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Judges Endorsment Continued

Agreement.

As noted, there is no general opposition; and I agree that subject to the determination of the five discrete disputes the SISP Support Agreement and SISP, which includes the Stalking Horse Transaction, ought to be approved.

The SISP Support Agreement is similar to the previous Plan Support Agreement that I previously approved before the Plan was terminated subsequent to my previous orders in June/22.

Unlike the Plan Support Agreement, however, the SISP Support Agreement contains no restriction on the Applicants to solicit superior offers to the Stalking Horse Transaction.

I agree that s.11 of the CCAA provides this Court with the authority

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Judges Endorsment Continued

to approve the SISP Support Agreement. I further agree that the SISP Support Agreement is a critical component of the Applicants' going concern restructuring to allow them to market their assets, obtain value and operate in the normal course in the meantime.

This Court has approved similar support agreements in prior cases: Re Stelco (2005) 78 OR (3d) 254 and U.S. Steel Canada Inc 2016 ONSC 7899.

With respect to the SISP, I accept the Applicants' submissions that the criteria as set out in Nortel Networks Corp (Re) (2009) 55 CBR (5th) (Ont SCJ) at para 48 have been met, insofar as they ought to be considered at this stage of the proceeding.

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Judges Endorsment Continued

Amongst other reasons is the fact that, at present, no other viable options have been presented; other superior proposals can be accepted; and the Stalking Horse Transaction sets a "floor price" and creates the certainty of a going concern sale.

I pause here to note that the Stalking Horse Transaction contemplates a Reverse Vesting Order ("RVO"). In this regard, however, it is important to note that at this stage I am not being asked to grant the RVO (which have been viewed as an extraordinary remedy: see Harte Gold Corp (Re) 2022 ONSC 653 at para 38), nor am I being asked to approve the Stalking Horse Transaction.

Approvals in this regard, if

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Judges Endorsment Continued

the Stalking Horse Transaction is the successful bid, will be dealt with at the conclusion of the SISP.

Turning now to the specific unopposed relief I grant the following relief:

- The stay period is extended to Oct 31/22. There is sufficient liquidity. The Applicants are proceeding in good faith and the extension is fair and reasonable given the ongoing Sales Process.
- The KERP is also approved. Previous KERPs have been approved by this Court. As set out in Mr Carter's affidavit (the CFO of Just Energy) the proposed KERP, for non-executive key employees, is justified as previously ordered payments will soon end and there is a genuine concern that non-

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executive key employees may resign at this important stage of the proceeding. This would prejudice not only the Applicants but other stakeholders. The proposed amounts are fair and reasonable.

- The Monitor's Tenth and Eleventh Reports are approved as are the activities, conduct and decisions described therein.
- The Sealing Orders shall go with respect to the KERP order and the SISP Support Agreement which contains, amongst other things, the holding percentages of the various entities comprising the DIP Lenders' Claim.

In both instances the Sierra Club test, as recast in Sherman Estate, has been met. The orders are

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made on an interim basis. Prior sealing orders have been made concerning KERP Orders. This protects the personal information of the relevant employees.

The interim Sealing Order concerning the SISP Support Agreement is also necessary given the ongoing Sales Process and the commercially sensitive material it contains.

I now turn to the five disputed issues:

(1) The first deals with the U.S. Class Action's allegation that the Sponsor will have "inside information" regarding other bids and other bidders' communications with the Applicants in the absence of the other bidders' consent. This could result in proprietary or competitive

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information going to the Sponsor. They argue that this would provide an unfair advantage and could chill the market.

The Applicants submit, as do the supporting stakeholders, that all they seek is an equal playing field.

The Stalking Horse Transaction Agreement has been finalized and disclosed to all potential bidders. The Sponsor, in particular, seeks the same information from other bidders prior to the auction.

At the motion the parties agreed that symmetrical information sharing was sensible and would assist in the Sales Process.

The only potential mischief concerned disclosure, ~~potential~~ of proprietary or competitive information. It is frankly difficult to analyse this risk in the

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abstract.

It was agreed that the symmetrical bidding information should be exchanged. The Monitor agreed to stay involved in the information sharing process. Further, the Sponsor submits that it is not seeking proprietary information, but rather wants to see the exact type of information that it has provided.

In all of these circumstances I therefore order that the parties/stakeholders engage in the fair, equitable and symmetrical sharing of information concerning bids. The Monitor will continue to engage and monitor the exchange of information to ensure no bidder, including the Sponsor, enjoys an advantage

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that is unfair and/or could chill the market.

(2) I now turn to the US Class Action's submission that the SISP should not automatically default to the proposed auction. They are currently working with a financier to attempt to present a plan of arrangement.

Counsel for the US Class Actions submit that the SISP should contain a provision that the matter return to Court, before an auction, to determine whether their Plan should be put to a vote of unsecured creditors (or any other plan that surfaces).

I do not agree and agree with the submissions of the Applicants wherein they submit that such

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an attendance is unnecessary and detrimental to the SISP process.

There is nothing preventing the US Class Actions from submitting their plan into the auction. No stakeholder disputes their right to do so.

In my view this is the preferred path and upon the conclusion of the auction[2] I will determine whether the successful bid ought to be approved.

At that time all relevant issues will be reviewed, including if necessary a proposed RVO.

In the usual way, the relevant issues concerning whether or not the successful bid ought to be approved, including why the successful bid is superior, or not, can be put forth.

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2. Assuming the SISP proceeds to auction.

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Parties are free to put forth all relevant, unfettered arguments. As stated by Monitor's counsel, the Court is "not a rubber stamp" at the motion for approval.

This single track (as opposed to the motion proposed by counsel for the U.S. Class Actions, is preferrable and provides greater certainty in the marketplace). I am concerned that a return to Court before an auction could chill the Sales Process, as potential bidders would be concerned that their efforts may never make it to auction resulting in wasted time and expense.

(3) The third issue involves whether the ™ evaluation of the US Class Actions ought to be suspended.

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The US Class Actions want to proceed as per my earlier order, that the Contingent Litigation Claims (which include the US Class Actions, the Omarali Class Action, the Mass Tort Claims and the Pariveda claim[3]) ought to be evaluated, in advance of a meeting of creditors when the Meeting Order was sought. Subsequent to that Order being made the Sponsor withdrew from the proposed plan and all parties, including the Contingent Litigation Claims agreed to suspend the evaluations to determine the validity and value of the claims.

A letter was provided to me by the Monitor in this regard.

Unbeknownst to me, later in July, the US Class Actions advised

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3. Pariveda was not part of the defined term but I ordered it be valued.

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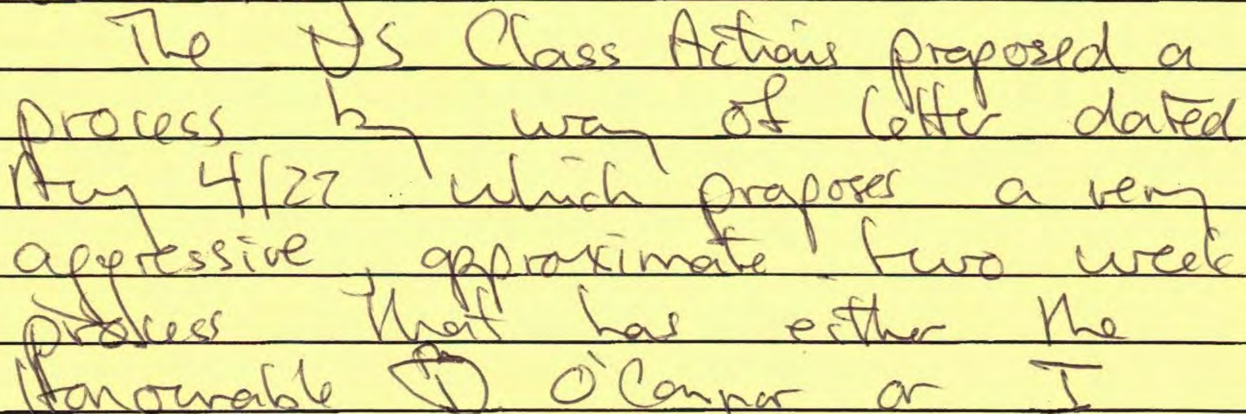
the Monitor and others that it, again, wished to carry out the valuation. The matter did not return to me and no valuations were conducted.

At the motion, the Omarali Class Action, the Mass Tort Claims and Pariveda also requested that their claims be valuated.

They all generally submit that in order to formulate and negotiate a plan they (the US Class Actions took the lead here) need to know the creditor pool for the purpose of voting.



The US Class Actions proposed a process by way of letter dated Aug 4/22 which proposes a very aggressive, approximately two week process that has either the Honourable D. O'Connor or I

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conduct the valuations (although they use the word "estimation"). This would now presumably involve valuations of all of the aforementioned claims.

The Applicants submit that such an exercise is wasteful, unnecessary and lacks utility. They further submit that the expedited schedule is unachievable, particularly where the additional claims would also need to be valued.

I agree with the Applicants. Currently, the only transaction before the Court is the Stalking Horse Transaction which would not result in any recoveries to general unsecured creditors. Further, I agree with the Applicants that the volatile nature of the

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industry and the Sales Process are placing a strain on resources and personal (as referenced above concerning the KERP).

I further accept the submissions of the Monitor that a valuation can be considered, if and when, a transaction is likely to provide recovery for unsecured creditors. Otherwise it is a costly distraction.

Insofar as the argument of counsel for the US Class Actions is concerned, that it is necessary to formulate and negotiate a plan, this may be of some assistance, but their presence is well known in this proceeding and this desire does not outweigh the above countervailing factors raised by the Applicants and supported by

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the Monitor.

Last, unlike the valuation ordered with respect to the abandoned plan, here we are dealing with a SISP which, in the ordinary course, should have some value determined before considering a valuation. I also note that the Omarali Class Action submitted that its claim has unique features that further warrant a valuation. Again, I do not accept that those features outweigh the concerns of the Applicants.

(4) The fourth issue concerns the break-up fee contained in the Stalking Horse Transaction, in the amount of US$14.66 million in favour of the Sponsor.

Counsel for the U.S. Class Actions submits that the break-up fee is

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anti-competitive and unfairly prejudices the unsecured creditors.

They add that the Sponsor has had its fees paid throughout these proceedings and the Sponsor is committed to purchasing the assets. Additionally, they argue that the Applicants/Sponsor have adduced no evidence to support the quantum sought and the break-up fee results in other bidders having to raise additional funds to compete.[4]

Insofar as the law is concerned, counsel for the US Class Actions point out that this Court has a gatekeeping function and ought not sign, act as a "rubber stamp", or merely rely upon the business judgment rule and the seller's discretion.[5]

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4. See Mecachrome Canada Inc, Re, 2009 QCCS 6355 at para 64 for support of this submission
5. Boutique Euphoria Inc, Re 2007 QCCS 7129 at para 65

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Last, they submit that each case must be considered in the context of its own unique circumstances and the mere fact that the proposed break-up fee is within the range of reasonableness as determined in other cases does not mean it is reasonable in the given case.[6]

The Applicants/Sponsor argue that the stalking horse bid provides stability and a framework for competitive bidding. In this context break-up fees are almost always required in exchange for the stalking horse setting the floor, exposing its bid, providing other bidders access, and committing funding.

Further, they argue that the Stalking Horse is tying up a significant amount of capital (in the $200 million

Judges Initials JM

6. Quest University Canada (Re) 2020 BCSC 1845 at para 58; Leslie + Irene Dube Foundation Inc v P218 Enterprises Ltd 2014 BCSC 1855 at para 36

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range) and this resulting loss of opportunity cost must be taken into account.

The Sponsor particularly points out that the break-up fee is not anti-competitive, but rather allows the competitive bidding to occur to the benefit of all stakeholders, including the over 1000 employees and approximately 1,000,000 customers.

The Applicant/Sponsor further submit that the break-up fee is well within the accepted range (3.4%) and rely on the evidence of Mr. Carter (paras 60-63 of his affidavit) and their expert Mark Caiger. Mr. Caiger opines that the break-up fee is in-line with market terms, consistent with market practice and reasonable in the circumstances of

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this case.

Mr Carger was engaged by Just Energy to advise and assist it. In his May 12/22 affidavit he thoroughly sets out the basis of his analysis (see paras 32-38).

Further, the Applicants point to the fact that the previously approved Termination Fee, in connection with the abandoned Plan, was in the same range and was not opposed.

In support of the Applicants, the Monitor also emphasizes that break-up fee is in no way a gratuitous offering but is part of a complicated arm's length agreement, that resulted in the Stalking Horse Transaction. This transaction provides certainty to all stakeholders of a going concern transaction that can

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close in a timely fashion. The Monitor too is of the view that the break-up fee will not chill the market and its review also has found that it is consistent with break-up fees in similar sales transactions carried out under the CCAA and in the U.S.

I agree that the break up fee ought to be granted. It is a critical feature of the proposed transaction. The 3.4% is within the range of acceptability.

Although the actual fee, at first glance may seem high, the SISP involves a significant, complicated process involving a complex and large scale business model with secured claims of approximately $1 billion.

The risks and stakes here are

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extremely high and the break-up fee is reasonable when one considers all the factors - including the price of stability.[7]

In the very unique and complex circumstances of this case I do not accept the US Class Actions' submission that no break-up fee is warranted - this is not realistic.

Rather the proposed break-up fee recognizes, amongst other things, the effort expended by the Sponsor, the capital committed and the benefits of the Stalking Horse Transaction within the SISP as set out in the record filed by the Applicants. Specifically, it also allows the transaction to proceed and attempt to attract other bidders.

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7. Green Growth Brands (Re) 2020 ONSC 3565 at para 51-52.

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(5) The last issue involves the request of the U.S. Class Actions to extend the timeline under the SISP by three weeks.

They primarily submit that there are no liquidity issues and the existing timelines are very tight. For example the NOI is due Aug 25/22.

The Applicants, prior to the motion, maintained that the timelines were appropriate based on its unchallenged evidence, which includes the volatility of the market and effect on employees.

They also submit that the process commenced on Aug 4/22, not as of the date of the motion.

The Applicants conceded liquidity.

At the hearing the Applicants met, off the record, with their key

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secured stakeholder and advised that
they would agree to a one week
extension
As I alluded to at the
motion, I believe that a two
week extension to the milestones
is fair and reasonable. As a
result of my previous order
the proposed Sales Process is
proceeding essentially as proposed
by the Applicants/Sponsor –
including the break-up fee.
Further, as the Applicants and
their supporters have stated the
Sales Process is extremely complex
and involves significant debt and
funding.
By allowing an extra week
(over and above the concession at
the motion) I see no prejudice

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to the Applicants. This matter has been evolving for many months and it must be remembered that it took the Applicants some time to formulate the prior Plan.

The extra two weeks provides a clear, court ordered structure and path to a definitive auction date.

In my view, this provides a reasonably quick timetable, but allows some breathing room for other bidders which is to be benefit of stakeholders.[8]

In coming to this conclusion I have not ignored the Applicants' prior marketing efforts.

A two week extension is granted.

Orders shall go with respect to the foregoing reasons.

Judges Initials DM

8 see PCAS Patient Care Automation Services Inc. (Re) 2012 ONSC 2840 at paras 17, 18 for support of this proposition.

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If problems arise with respect to the issuance of the Sales Process Approval Order I can be spoken to.

McEwen J.

Judges Initials TM

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THIS IS EXHIBIT X REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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., 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.

Applicants

AFFIDAVIT OF MICHAEL CARTER

I, Michael Carter, of the Town of Flower Mound, in the State of Texas, MAKE OATH AND SAY:

1. I have been Just Energy Group Inc.'s ("**Just Energy**") Chief Financial Officer since September 2020. In that role, I am responsible for all financial-related aspects of the business of Just Energy and its subsidiaries in these CCAA proceedings (collectively, the "**Applicants**"), including the partnerships listed on Schedule "A" of the Initial Order (as defined below) to which the protections and authorizations of the Initial Order were extended (collectively with the

Applicants, the "**Just Energy Entities**"). As such, I have personal knowledge of the matters deposed to in this affidavit, including the business and financial affairs of the Just Energy Entities. Where I have relied on other sources for information, I have stated the source of my information and I believe such information to be true. In preparing this affidavit, I have also consulted with the Applicants' senior management team and their financial and Canadian and U.S. legal advisors.

2. I make this affidavit in support of a motion by the Applicants (the "**Vesting Order Motion**") for:

(a) an Order substantially in the form of the draft order attached at **Tab 4** of the Applicants' Motion Record (the "**Reverse Vesting Order**"), *inter alia*:

(i) approving the definitive purchase agreement (as amended, and which may further be amended in accordance with the terms of the Reverse Vesting Order, the "**Transaction Agreement**") dated as of August 4, 2022, between Just Energy and LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC, OC II LVS XIV LP, OC III LFE I LP and CBHT Energy I LLC (collectively, the "**Purchaser**") and the transactions contemplated therein (the "**Transaction**"), with such minor amendments as Just Energy and the Purchaser may deem necessary, with the approval of FTI Consulting Canada Inc., as monitor (the "**Monitor**") and subject to the terms of the SISP Support Agreement (defined below);

(ii) authorizing and approving the execution of the Transaction Agreement by Just Energy;

(iii) authorizing and directing the Just Energy Entities to perform their obligations under the Transaction Agreement, including as provided for in the Implementation Steps (as defined below), and to take such additional

steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction;

(iv) ordering that, upon the delivery of the Monitor's certificate to the Purchaser certifying that, among other things, it has received written confirmation from the Purchaser and Just Energy that all conditions to closing of the Transaction have been satisfied or waived by the parties to the Transaction Agreement, the following, among other things, shall be deemed to occur in the sequence set out in the Implementation Steps and/or as set forth in the Reverse Vesting Order, as applicable:[1]

(A) all of the right, title and interest of the Acquired Entities in their respective Excluded Assets shall be transferred to, assumed by and vested absolutely and exclusively in two Residual Cos. (one for Excluded Assets with respect to Acquired Entities formed or incorporated in the United States and one for Excluded Assets with respect to Acquired Entities formed or incorporated outside of the United States, together the "**Residual Cos.**" and each a "**Residual Co.**") and, in each case, all Claims and Encumbrances shall continue to attach to such Excluded Assets with the same nature and priority as they had immediately prior to their transfer;

(B) all Excluded Contracts and Excluded Liabilities of the Acquired Entities shall be transferred to, assumed by and vested absolutely in the Residual Cos. and the Acquired Entities shall be forever

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[1] All capitalized terms used in this sub-paragraph 2(a)(iv) are as defined below in this Affidavit.

discharged and released from such Excluded Contracts and Excluded Liabilities and all related claims and encumbrances;

(C) all right, title and interest in and to the Purchased Interests issued by Just Energy (U.S.) Corp. ("**JEUS**") will vest absolutely in the Purchaser and all Assumed Liabilities will be assumed as provided under the Transaction Agreement;

(D) all equity interests of Just Energy and JEUS existing prior to the commencement of the Implementation Steps will be deemed terminated and cancelled or redeemed as provided in the Implementation Steps;

(E) the Acquired Entities will cease to be Applicants in the CCAA proceedings and will be released from the purview of the Second Amended and Restated Initial Order, granted May 26, 2021 (the "**Second ARIO**") and all other Orders granted in the CCAA proceedings (excluding the Reverse Vesting Order); and

(F) the Residual Cos. will be added as Applicants to these CCAA proceedings;

(v) from and after the Effective Time, barring and enjoining all Persons from commencing or continuing any step or proceeding against the Purchaser or the Acquired Entities relating to the Excluded Assets, the Excluded Contracts, the Excluded Liabilities, or any other claim, obligation or matter waived, released or discharged pursuant to the Reverse Vesting Order;

(vi) directing the satisfaction of the Priority Payments in accordance with the Transaction Agreement;

(vii) granting certain releases and exculpations with respect to the current and former directors, officers, employees, legal counsel and advisors of the Just Energy Entities (or any of them), the Monitor and its legal counsel, the Purchaser and its current and former directors, officers, employees, legal counsel and advisors, and the Credit Facility Agent and the Credit Facility Lenders and their respective current and former directors, officers, employees, legal counsel and advisors from the Released Claims; and

(viii) ordering that, at the Effective Time, the title of the CCAA proceedings will be changed to delete the names of the Applicants and add the names of the two Residual Cos. (as defined below);

(b) an Order substantially in the form of the draft order attached at **<u>Tab 5</u>** of the Applicants' Motion Record:

(i) upon the closing of the Transaction, expanding the powers of the Monitor in these CCAA proceedings;

(ii) extending the Stay Period (as defined in the Second ARIO) to and including January 31, 2023; and

(iii) approving the activities and conduct of the Monitor, the Twelfth Report of the Monitor, to be filed (the "**Twelfth Report**"), and the fees and disbursements of the Monitor and its Canadian and U.S. legal counsel as described in the Twelfth Report; and

(iv) directing that all copies of the Notices of Intention received by the Just Energy Entities in the SISP and which are attached as Confidential Exhibit "F" to the Affidavit of Mark Caiger, sworn October 17, 2022 (the "**Caiger Affidavit**") be treated as confidential and sealed, and not form part of the public record, pending further order of this Court.

3. Capitalized terms used in this affidavit but not defined have the meaning given to them in the proposed Reverse Vesting Order and/or the Transaction Agreement, as applicable. All references to monetary amounts in this affidavit are in Canadian dollars unless noted otherwise.

A. HISTORY OF THE CCAA PROCEEDINGS

4. On March 9, 2021 (the "**Filing Date**"), the Applicants obtained protection under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 (the "**CCAA**") pursuant to an initial order (the "**Initial Order**") of the CCAA Court. The Applicants' filing for protection under the CCAA was precipitated by the acute and unforeseen liquidity challenge caused by the unprecedented winter storm in February 2021 in Texas and the Texas regulators' response to same.

5. On the Filing Date, the Ontario Superior Court of Justice (Commercial List) (the "**CCAA Court**") approved the CCAA Interim Debtor-in-Possession Financing Term Sheet (the "**DIP Term Sheet**") pursuant to which the DIP Lenders[2] provided access to emergency financing of US$125 million (the "**DIP Facility**") to the Just Energy Entities. As discussed further below, on September 26, 2022, the Just Energy Entities partially repaid amounts outstanding under the DIP Facility by remitting US$70 million to the DIP Lenders from the Just Energy Entities' cash on hand.

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[2] The DIP Lenders are: LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC and OC II LVS XIV LP (the "**DIP Lenders**").

6. The Initial Order has twice been amended and restated. The CCAA Court granted an Amended and Restated Initial Order (the "**ARIO**") on March 19, 2021, and the Second ARIO on May 26, 2021.

7. On April 2, 2021, the United States Bankruptcy Court for the Southern District of Texas ("**U.S. Bankruptcy Court**") granted a Final Recognition Order under Chapter 15 of the U.S. Bankruptcy Code which, among other things, granted the ARIO, including any and all existing and future extensions, amendments, restatements, and/or supplements authorized by the CCAA Court, full force and effect on a final basis with respect to the Just Energy Entities' property located within the United States.

8. On September 15, 2021, the CCAA Court granted the Claims Procedure Order (the "**Claims Procedure Order**") establishing a process to determine the nature, quantum, and validity of Claims against the Just Energy Entities and their respective Directors and Officers. The Claims Procedure Order established a Claims Bar Date of November 1, 2021. Following the Claims Bar Date until the suspension of the claims process pursuant to the Order of the CCAA Court granted August 18, 2022, the Just Energy Entities worked in consultation with the Monitor to review, record, dispute and, where appropriate, finally determine the amount and characterization of Claims against the Just Energy Entities and their respective Directors and Officers.

9. On February 9, 2022, the CCAA Court heard a Motion for Advice and Directions filed by U.S. counsel to the proposed representative plaintiffs in *Trevor Jordet v. Just Energy Solutions, Inc.*, Case No. 2:18-cv-01496-MMB (PC-11175-1) and in *Fira Donin and Inna Golovan v. Just Energy Group Inc*. et al., Case No. 1:17-cv-05787-WFK-SJB (PC-11177-1) (together, the "**Putative Class Actions**"). At the conclusion of the February 9th hearing, the CCAA Court dismissed the Motion for Advice and Directions (the "**Dismissal Order**").

10. While U.S. counsel to the proposed representative plaintiffs in the Putative Class Actions filed a Notice of Motion for Leave to Appeal the Dismissal Order, such motion was dismissed in full by the Ontario Court of Appeal on June 28, 2022, with costs payable to Just Energy and the DIP Lenders.

11. On May 12, 2022, the Just Energy Entities filed and served a Notice of Motion seeking orders, *inter alia*, (i) accepting the filing of a Plan of Compromise and Arrangement, dated May 26, 2022 (the "**Plan**"), (ii) approving a Plan Support Agreement, dated May 12, 2022 (the "**Plan Support Agreement**") and a Backstop Commitment Letter, dated May 12, 2022 (the "**Backstop Commitment Letter**"), and (iii) authorizing the Just Energy Entities to call, hold and conduct virtual meetings of the proposed creditor classes to consider and vote on resolutions to approve the Plan (the "**Meetings Order Motion**"). The Meetings Order Motion was the culmination of ongoing efforts by the Just Energy Entities over an approximately one-year period to reach consensus with certain of their significant secured and unsecured creditors regarding the terms and structure of a restructuring plan to facilitate the Just Energy Entities' emergence from the current CCAA and Chapter 15 proceedings as a going concern.

12. On June 7, 2022, the Meetings Order Motion was heard by the CCAA Court. The Meetings Order Motion was opposed by the following unsecured contingent creditors:

(a) U.S. counsel for the plaintiffs in the Putative Class Actions;

(b) the representative plaintiff in the certified class action proceeding filed in *Haidar Omarali v. Just Energy Group Inc. et al*, Ontario Superior Court of Justice Court File No. CV-15-527493-00CP (the "**Omarali Class Action**");

(c) the approximately 250 alleged claimants pursuing claims for alleged loss of business, personal injury and/or property damage arising out of the winter storm in Texas in February 2021 (the "**Mass Tort Claimants**" and collectively with the

plaintiffs in the Putative Class Actions and the Omarali Class Action, the "**Contingent Litigation Claimants**"); and

(d) Pariveda Solutions Inc. ("**Pariveda**").

13. On June 10, 2022, the CCAA Court released a brief endorsement addressing the majority of the issues raised both in the Meetings Order Motion and in the various objections filed by the Contingent Litigation Claimants in response to the Meetings Order Motion, with reasons to follow (the "**First Endorsement**"). In the First Endorsement, the CCAA Court:

(a) granted the vast majority of the relief sought by the Applicants in the Meetings Order Motion, including approval of the Plan Support Agreement, the Backstop Commitment Letter and the Termination Fee (as defined in the Meetings Order Motion), the establishment of two classes of creditors (the Unsecured Creditor Class and the Secured Creditor Class) for purposes of considering and voting on the Plan and the provision of one vote to each of the Putative Class Actions and the Omarali Class Action and four votes to the Mass Tort Claimants;

(b) denied the Applicants' request that each of the claims held by the Contingent Litigation Claimants be valued at $1 for purposes of voting on the Plan, and directed that summary proceedings be undertaken by the Applicants on an expedited basis as soon as reasonably possible to determine the validity and value of the claims held by the Contingent Litigation Claimants and Pariveda;

(c) directed the Monitor to liaise with the relevant parties to determine a process to conduct the claim determinations and valuations (which process the CCAA Court later clarified in a case conference was to be undertaken prior to the Creditors' Meetings); and

(d) requested supplementary submissions from the Applicants, the Purchaser (at that time, acting in its capacity as the “Plan Sponsor”) and the Contingent Litigation Claimants regarding the appropriateness of the terms of the proposed differential consideration being offered to unsecured creditors in the Plan.

14. After the release of the First Endorsement, the Plan Sponsor/DIP Lenders advised the Court and stakeholders that the Plan Sponsor/DIP Lenders intended to withdraw their support for the Plan, indicating that in their view the Plan was no longer feasible.

15. On June 23, 2022, the CCAA Court released its second endorsement addressing the issue of the different consideration being offered to unsecured creditors in the Plan (the “**Second Endorsement**”). The CCAA Court determined in the Second Endorsement that given the complicated nature of the proposed differential consideration and the conflicting evidence on the issue, it was preferrable to wait until the sanction hearing to determine the fairness of this aspect of the Plan. The CCAA Court accordingly rejected the Contingent Litigation Claimants’ submission that it was clear that the Plan cannot be sanctioned and is doomed to fail.

16. On July 4, 2022:

(a) the representative plaintiff in the Omarali Class Action filed a Notice of Motion for Leave to Appeal the First Endorsement and, in particular, the CCAA Court’s determination that the class is entitled to only one vote, rather than one vote for each member of the class, in respect of the Plan; and

(b) U.S. counsel in the Putative Class Actions filed a Notice of Motion for Leave to Appeal the First Endorsement and, in particular, the CCAA Court’s allocation of one vote to each of the Putative Class Actions and the classification of the Term Loan Lenders in the same class as the claimants in the Putative Class Actions and

other general unsecured creditors. This leave application was not perfected and was subsequently dismissed for delay by the Court of Appeal.

17. Following the release of the First Endorsement, and in an effort to preserve the viability of the Plan and a going concern solution, the Just Energy Entities undertook both bilateral and multilateral discussions with certain of the Contingent Litigation Claimants, Pariveda and the Plan Sponsor to canvass whether a resolution could be achieved in a manner that would permit the Plan to move forward. No resolution was reached.

18. Following the loss of stakeholder support for the Plan, each of the Just Energy Entities, Plan Sponsor, Supporting Secured CF Lenders and Shell agreed to terminate the Plan Support Agreement and support a going concern solution for the Just Energy Entities implemented through a Sales and Investment Solicitation Process ("**SISP**") in accordance with a new Support Agreement, dated August 4, 2022 among the Just Energy Entities, the Purchaser, Shell, and the Supporting Secured CF Lenders (the **"SISP Support Agreement**") and supported by the Transaction (at that time referred to as the "Stalking Horse Transaction").

19. On August 4, 2022, the Just Energy Entities served a Notice of Motion (the "**SISP Motion**") seeking, *inter alia*, approval of the SISP and SISP Support Agreement, authority to enter into the Transaction Agreement, approval of the US$14.66 million break-up fee (the "**Break-Up Fee**") and the Court-ordered charge securing same, an extension of the Stay Period, advice and direction with respect to the proposed suspension of the claims process and approval of a third key employee retention plan (the "**Third KERP**"). The SISP Motion was heard on August 17, 2022 and was opposed by counsel for the plaintiffs in the Putative Class Actions, the representative plaintiff in the Omarali Class Action, the Mass Tort Claimants and Pariveda.

20. On August 18, 2022, the CCAA Court released its endorsement with respect to the SISP Motion. In its endorsement, the CCAA Court granted all of the relief sought by the Just Energy

Entities in the SISP Motion, including approval of the SISP, the SISP Support Agreement, the Break-Up Fee, the Third KERP, the suspension of the claims process and the requested extension to the Stay Period. The CCAA Court dismissed the objections of the Contingent Litigation Claimants and Pariveda in full, however, extended the milestone dates under the proposed SISP by two weeks on the basis that such extension was fair and reasonable.

21. In addition, the CCAA Court directed that parties entitled to receive information on a confidential basis under the SISP Approval Order (as defined below) were required to "engage in the fair, equitable and symmetrical sharing of information concerning bids" and directed the Monitor to "continue to engage and monitor the exchange of information to ensure no bidder, including the Sponsor, enjoys an advantage that is unfair and/or could chill the market." As discussed further below, the Monitor circulated a letter to the Service List on or about August 25, 2022 confirming the CCAA Court's direction and setting out the process to be followed with respect to the sharing of confidential information under the SISP Approval Order. A copy of the CCAA Court's endorsement (the "**SISP Endorsement**") and associated Order (the "**SISP Approval Order**") is attached hereto as **Exhibit "A"**.

22. On September 19, 2022, the U.S. Bankruptcy Court granted an Order recognizing and enforcing the SISP Approval Order and the Claims Procedure Order in the United States. A copy of the U.S. Bankruptcy Court's *Order (I) Recognizing and Enforcing (A) The CCAA SISP Approval Order and (B) the CCAA Claims Procedures Order and (II) Granting Related Relief* is attached hereto as **Exhibit "B"**.

B. CONDUCT AND OUTCOME OF THE SISP

23. As discussed further in my Affidavit sworn August 4, 2022 (the "**August Affidavit**"), the SISP Motion was filed by the Just Energy Entities after nearly 1.5 years of negotiations with their key stakeholders and a failed attempt to obtain a Meetings Order in the form sought. Following

the loss of stakeholder support for the Plan, the SISP was the only viable going concern exit strategy available to the Just Energy Entities to facilitate their exit from these CCAA and Chapter 15 proceedings. The SISP was backstopped by the Transaction (at that time referred to as the "Stalking Horse Transaction") and was supported by the Just Energy Entities' key stakeholders, including the Purchaser (in its capacity as Sponsor and DIP Lender), Shell, and the Senior Secured CF Lenders.

24. The SISP, supported by the Transaction, was developed by the Just Energy Entities in consultation with BMO Nesbitt Burns Inc., as financial advisor to the Just Energy Entities in these CCAA proceedings (the "**Financial Advisor**"), the Monitor, the Purchaser (in its capacity as Sponsor), the Supporting Secured CF Lenders and Shell to provide a fair and reasonable process to canvass the market to confirm whether the Transaction delivered the best possible result for all stakeholders. In granting the SISP Approval Order, the CCAA Court determined that "the SISP Support Agreement and the SISP, which includes the Stalking Horse Transaction, ought to be approved" and that the SISP (including the two-week extension to the milestone dates) provides "a clear, court ordered structure and path to a definitive auction date."

25. Since the filing of the SISP Motion on August 4, 2022, the Just Energy Entities have conducted the SISP with the assistance of the Financial Advisor, under the supervision of the Monitor, and in accordance with the SISP Approval Order. In particular, pursuant to the SISP Approval Order, the SISP was undertaken in two stages - written notices of intention to bid ("**NOI**") were required to be submitted by interested parties on or before September 8, 2022, with all Qualified Bids (as defined in the SISP Approval Order) required to be submitted on or before October 13, 2022.

26. With respect to the first stage of the SISP (the solicitation and submission of NOIs):

(a) the Financial Advisor and the Just Energy Entities prepared a list of potential bidders who were identified as potentially having an interest in a transaction involving the business or assets of the Just Energy Entities and established a data room containing diligence information for purposes of the SISP;

(b) on August 5, 2022, Just Energy issued a press release announcing that the Just Energy Entities had entered into the Transaction Agreement and SISP Support Agreement (both subject to CCAA Court approval) and had filed the SISP Motion seeking approval of, and authorization to undertake, the SISP (the "**SISP Press Release**"). A copy of the SISP Press Release is attached hereto as **Exhibit "C"**;

(c) on August 5, 2022, EnergyChoiceMatters.com, a well-known industry website providing coverage of issues affecting the competitive retail electric and natural gas markets in the United States, published an article titled "Just Energy Announces Execution of Stalking Horse Transaction Agreement" on the front page of the website announcing the filing of the SISP Motion. A copy of the publication is attached hereto as **Exhibit "D"**;

(d) on or about August 5, 2022, the Financial Advisor contacted all identified potential bidders in writing to invite them to participate in the SISP and provided them with (i) the SISP Press Release, (ii) a short summary information package providing public information about the Just Energy Entities (the "**Teaser Letter**"), (iii) the proposed form of SISP procedures and a link to the SISP Motion, and (iv) a form of non-disclosure agreement ("**NDA**"). The Financial Advisor also provided such materials to certain other third parties who contacted the Financial Advisor at various times throughout the first stage of the SISP expressing an interest in potentially participating in the process. A copy of the Teaser Letter is attached hereto as **Exhibit "E"**;

(e) on August 10, 2022, the Just Energy Entities arranged for the notice attached hereto as **Exhibit "F"** to be published in the Wall Street Journal (on August 12, 2022) and in the Globe & Mail (National Edition) (on August 13, 2022) advising of the filing of the SISP Motion and providing interested parties with information regarding the SISP, the Transaction, and the process for participating in same;

(f) between August 5, 2022 and early September, the Just Energy Entities negotiated numerous NDAs with potential bidders, facilitated access to the data room for parties that executed an NDA, updated the data room as additional due diligence information was requested by potential bidders, responded to numerous due diligence requests, and offered management presentation meetings to potential bidders;

(g) following execution of an NDA, the Financial Advisor provided each potential bidder with a SISP process letter (the "**SISP Process Letter**") to invite them to submit an NOI and ultimately a Qualified Bid in respect of a transaction involving the business or assets of the Just Energy Entities. A SISP Process Letter was also provided to a potential bidder who did not execute an NDA but who indicated its intention to submit an NOI. The SISP Process Letter provided potential bidders with information regarding the data room, due diligence issues, and the requirements for each NOI. A copy of the SISP Process Letter is attached hereto as **Exhibit "G"**; and

(h) on September 8, 2022, the Just Energy Entities received various NOIs from potential bidders within the SISP indicating interest in completing a transaction for some or all of the Just Energy Entities' business and/or assets. The Financial Advisor accordingly advised all participants that had submitted an NOI that Just Energy had received multiple NOIs and was moving forward with the process.

27. Specific details regarding the number of third parties contacted, the number of NDAs executed, the data room access granted, the number of NOIs received, and other SISP process-specific matters are addressed in the Caiger Affidavit.

28. As discussed further in my August Affidavit, in July 2022, counsel in the Putative Class Actions advised the Just Energy Entities that absent a consensual arrangement regarding the Plan, their clients anticipated filing their own restructuring plan for consideration by the Just Energy Entities' creditors. In order to best facilitate their opportunity to submit an alternative plan, the Just Energy Entities provided counsel in the Putative Class Actions and their financial advisor with advanced access to the data room created for the SISP, an advance copy of the SISP, and the list of potentially interested parties to be contacted by the Financial Advisor. Counsel in the Putative Class Actions was invited to identify any other parties who they suggested the Financial Advisor should invite to participate in the SISP. They were also invited to submit an alternative restructuring transaction (which could take the form of a plan of arrangement).

29. Notwithstanding such efforts by the Just Energy Entities, counsel in the Putative Class Actions failed to submit an NOI on or before the NOI Deadline (September 8, 2022). The Financial Advisor, the Monitor and counsel for the Just Energy Entities accordingly followed up regarding the SISP process. I am advised by counsel for the Just Energy Entities that counsel in the Putative Class Actions was invited to advise on what they saw as their next steps, including the possibility of obtaining further information concerning the SISP process since they had declared themselves to not be a bidder, so that the Just Energy Entities could consider their position. However, no response was ever received.

30. With respect to the second stage of the SISP (the submission of Qualified Bids):

(a) the Just Energy Entities, with assistance from their advisors, prepared a form of transaction agreement, including the disclosure letter thereto, and a form of

approval and reverse vesting order, along with blacklines to the corresponding Transaction documents, for completion by bidders as part of their submission of a Qualified Bid;

(b) on September 22, 2022, the Financial Advisor provided a Qualified Bid process letter (the "**Qualified Bid Process Letter**") to one party, who had signed an NDA, submitted an NOI and remained engaged in the SISP at that time, inviting it to submit a binding Qualified Bid in the SISP and providing details regarding the substantive and procedural requirements for submission of a Qualified Bid. A copy of the Qualified Bid Process Letter is attached hereto as **Exhibit "H"** with the identity of the party redacted; and

(c) between September 8 and October 13, 2022, the Just Energy Entities continued to update the data room and respond to numerous due diligence requests, including attending a management meeting with the remaining third-party participant to assist in its due diligence efforts.

31. Again, specific details regarding the process leading up to the Qualified Bid Deadline (October 13, 2022) are provided in the Caiger Affidavit.

32. Notwithstanding the best efforts of the Just Energy Entities and the Financial Advisor, no Qualified Bids other than the Transaction were received on or before the Qualified Bid Deadline. The Transaction was accordingly declared to be the Successful Bid and no Auction was undertaken.

33. The SISP Approval Order authorized Just Energy to provide certain information in respect of the SISP to the DIP Lenders, CBHT and the Supporting Secured CF Lenders on a confidential basis, including copies of any NOIs or bids received. The SISP Approval Order also authorized Just Energy to provide general updates and information in respect of the SISP to counsel to any

General Unsecured Creditor on a confidential basis if such counsel confirmed in writing that the applicable General Unsecured Creditor would not submit an NOI or bid in the SISP and counsel executed a confidentiality agreement with Just Energy.

34. As noted above, in the SISP Endorsement, the CCAA Court directed that parties entitled to receive information on a confidential basis under the SISP Approval Order were required to "engage in the fair, equitable and symmetrical sharing of information concerning bids" and ordered the Monitor to "continue to engage and monitor the exchange of information to ensure no bidder, including the Sponsor, enjoys an advantage that is unfair and/or could chill the market."

35. On August 25, 2022, the Monitor confirmed by letter to the Just Energy Entities, copied to the Service List (among others), that in order to discharge its duties pursuant to the SISP Endorsement, and notwithstanding anything to the contrary, including the terms of the SISP or any support agreement entered into by the Just Energy Entities in relation to the SISP, the Monitor:

(a) confirmed that copies of any NOIs and bids received during the SISP may be provided to the Sponsor, the DIP Lenders and the Supporting Secured CF Lenders pursuant to and in accordance with the SISP and the Support Agreement; provided, however, that no proprietary or competitive information (collectively, "**Restricted Information**") contained in (or provided with) any bid, as determined by the Monitor, shall be so provided;

(b) required that all bids be vetted for Restricted Information by the Monitor prior to delivery in accordance with the SISP and the SISP Support Agreement;

(c) required that no additional information relating to any bids be provided to the Sponsor by the Just Energy Entities, their counsel or advisors (including the Financial Advisor) except with the prior written consent of the Monitor; and

(d) required that a representative of the Monitor be invited to attend all meetings or calls and be copied on all electronic communications between any Just Energy Entity representative and any bidder or potential bidder, including the Sponsor, that in any way related to the SISP.

A copy of the Monitor's August 25, 2022 letter is attached hereto as **Exhibit "I"**.

36. Throughout the course of the SISP, the Just Energy Entities complied with the requirements set out by the Monitor in its August 25th correspondence, including providing copies of all NOIs to the Monitor for vetting, seeking the written consent of the Monitor prior to disclosing additional information, copying the Monitor on all correspondence relating to the SISP, and inviting a representative of the Monitor to all meetings and calls with bidders/potential bidders (including the Purchaser) relating to the SISP. The Just Energy Entities provided copies of all NOIs, and other permitted information to the DIP Lenders, CBHT and the Supporting Secured CF Lenders in accordance with the SISP Approval Order.

C. THE TRANSACTION

37. The Transaction is the culmination of the Just Energy Entities' efforts to restructure over the past 19 months since the Initial Order was granted in March 2021 and, following the loss of stakeholder support for the Plan after release of the First Endorsement in June 2022, their efforts to identify a viable going concern strategy to exit these lengthy and costly CCAA and Chapter 15 proceedings in a manner which:

(a) preserves the going concern value of the businesses for the benefit of stakeholders;

(b) maintains the Just Energy Entities' relations with Commodity Suppliers to ensure uninterrupted supply of energy to the Just Energy Entities' almost 1 million customers;

(c) preserves the ongoing employment of most of the Just Energy Entities' more than 1000 employees;

(d) maintains the critical regulatory and licensing relationships between the Just Energy Entities and its market regulators across Canada and the United States; and

(e) preserves the Just Energy Entities' relationships with the hundreds of other vendors with whom they transact for goods and services, and other business-critical stakeholders.

38. The terms of the Transaction are discussed at length in my August Affidavit which is attached hereto (without exhibits) as **Exhibit "J"**.

39. Following the granting of the SISP Approval Order issued on August 23, 2022, the Just Energy Entities and the Sponsor agreed to amend the Transaction Agreement and the SISP Support Agreement to: (a) extend all milestone dates included therein to align with the extended dates in the SISP; and (b) revise the definition of "Post-Filing Claim" to clarify that it does not include the subject of any Claim filed in the claims process established pursuant to the Claims Procedure Order unless expressly assumed pursuant to the applicable terms of the Transaction Agreement. Such amendments to the Transaction Agreement were made with the consent of all parties to the SISP Support Agreement and with the approval of the Monitor. The amended Transaction Agreement and a blackline to the version attached to my August Affidavit were appended as an exhibit to the Affidavit of Emily Paplawski, sworn September 15, 2022 (the "**Paplawski Affidavit**") and served on the Service List that same day.

40. The copies of the Transaction Agreement appended to my August Affidavit and the Paplawski Affidavit attach a blank Schedule 2.2(f) to the Disclosure Letter. While the Just Energy Entities and the Purchaser have now completed Schedule 2.2(f) to include all potential "Excluded Entities" (a copy of which will be provided with the updated Transaction Agreement, discussed

below), their review remains ongoing and Schedule 2.2(f) may be narrowed to exclude certain equity interests currently listed thereon. As the current Transaction Agreement requires that Schedule 2.2(f) be finalized not less than 7 days prior to the hearing of the Vesting Order Motion, the Just Energy Entities and the Purchaser have proposed to amend the Transaction Agreement, with the consent of the other parties to the SISP Support Agreement and the approval of the Monitor, to permit Schedule 2.2(f) to be modified (with the prior written consent of the Monitor) up to the Closing Date. The amended Transaction Agreement is expected to provide that the Just Energy Entities will file a copy of the final Schedule 2.2(f) as a schedule to the Monitor's Certificate.

41. In addition to the proposed amendment to the timelines relating to Schedule 2.2(f), Just Energy and the Purchaser have also proposed to amend the Transaction Agreement to:

(a) permit the list of Excluded Contracts appended as Schedule 2.2(c) to the Disclosure Letter to be modified (subject to the prior written consent of the Monitor) up to the Closing Date and requiring that the final Schedule 2.2(c) be filed as a schedule to the Monitor's Certificate;

(b) permit the Implementation Steps to be modified by Just Energy, the Credit Facility Lenders and the Purchaser, with the prior written consent of the Monitor, up to the Closing Date and requiring that the final Implementation Steps be filed as a schedule to the Monitor's Certificate;

(c) clarify the scope of "Excluded Assets" with respect to the tax records and returns and the written information or records relating solely to the Excluded Assets or Excluded Liabilities, including that the Just Energy Entities that are not Excluded Entities will retain such items and provide copies thereof to Residual Co. or the

applicable Excluded Entity as soon as reasonably practicable after Residual Co.'s or the Excluded Entity's request for same;

(d) clarify the scope of indemnification obligations included as "Assumed Liabilities"; and

(e) extend the outside dates for: (i) the granting of the Reverse Vesting Order to November 2, 2022; (ii) the granting of an order by the U.S. Bankruptcy Court recognizing the Reverse Vesting Order (the "**Vesting Recognition Order**") to December 1, 2022; and (iii) the Outside Date for the Closing of the Transaction to December 16, 2022.

A copy of the further amended Transaction Agreement agreed to by Just Energy and the Purchaser, with the consent of the other parties to the SISP Support Agreement and the approval of the Monitor, will be finalized and circulated to the Service List in these CCAA proceedings prior to the hearing of the Vesting Order Motion.

(a) The Transaction

42. As discussed further in my August Affidavit, the key commercial terms of the Transaction are as follows:

(a) the purchase price will be satisfied by the Purchaser by (i) payment of US$184.9 million in cash, plus up to an additional C$10 million (the "**Additional Cushion Funds**") in the event and to the extent additional funds are required to pay all amounts to be paid by the Just Energy Entities pursuant to the Transaction Agreement and the Reverse Vesting Order, (ii) a credit bid of the BP Commodity/ISO Services Claim (US$252.7 million, including accrued interest to

November 30, 2022)[3], in return for the issuance of the newly issued preferred shares of JEUS,[4] and (iii) the retention of all Assumed Liabilities (collectively, the "**Purchase Price**");

(b) on or prior to the Closing Date, the Just Energy Entities will effect certain settlements of intercompany obligations, transfers of partnership interests, and other specific transaction and pre-closing and closing date reorganization steps, (collectively, the "**Implementation Steps**") in order to permit the Transaction to proceed in a tax-efficient manner. A copy of the Implementation Steps detailing the pre-closing and closing date steps for implementation of the Transaction will be provided to the Service List prior to the hearing of the Vesting Order Motion. Any modifications to the Implementation Steps impacting any of the steps noted herein will be identified at the time of service. A discussion of certain pre-closing steps that are expected to be undertaken (in the event the Reverse Vesting Order is granted and pursuant to the Implementation Steps) by the Just Energy Entities in order to facilitate the closing of the Transaction is included below;

(c) on the Closing Date, pursuant to the terms of the Reverse Vesting Order and the Transaction Agreement, and in accordance with the Implementation Steps and the Articles of Reorganization, as applicable:

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[3] The BP Commodity/ISO Services Claim is comprised of all Pre-Filing Claims of BP Canada Energy Group ULC and BP Energy Company in the aggregate principal amounts of US$229,461,558.59 and C$170,652.60, plus all accrued and unpaid interest thereon through to and including the Closing Date. For purposes of the calculation above, an exchange rate of US$1.00/C$1.30 was used and a November 30, 2022 Closing Date was assumed. Accrued interest to November 30, 2022 was calculated using the default interest rate of prime plus 2%.

[4] The new preferred equity of JEUS will have a redemption amount approximately equal to the amount of the BP Commodity/ISO Services Claim as of the Closing Date (US$252.7 million as of November 30, 2022). Holders of the new preferred equity will have the right to force a sale six years after issuance. The new preferred equity will have a 12.50% accreting yield with dividends as and when declared by the board of directors for the first four (4) years, increasing 1% annually thereafter, and provide for a 5% exit fee. The terms of the new preferred are detailed as Exhibit A to the Transaction Agreement.

(i) the Purchaser will acquire all of the newly issued common and preferred shares of JEUS free and clear of all encumbrances, other than Permitted Encumbrances[5] (collectively, the "**New JEUS Shares**");

(ii) all equity interests of JEUS outstanding prior to the issuance of the New JEUS Shares will be cancelled and the New JEUS Shares will represent 100% of the outstanding equity interests of JEUS following their issuance;

(iii) JEUS will subscribe for and Just Energy will issue to JEUS newly issued common shares of Just Energy, following which:

(A) Just Energy will file articles of reorganization which will amend the terms of the common shares of Just Energy to provide that all common shares of Just Energy outstanding prior to the issuance of common shares to JEUS will be redeemed for nil consideration;

(B) in accordance with the Reverse Vesting Order, all equity interests of Just Energy other than common shares held by JEUS will be cancelled or redeemed; and

(C) thereafter, JEUS will hold directly or indirectly all of the outstanding equity interests in Just Energy and the other Just Energy Entities (other than Excluded Entities);

(iv) Just Energy will be delisted from the NEX and as a condition for the benefit of the Purchaser, Just Energy will cease to be a reporting issuer in Canada

[5] As defined in Schedule 1.1(b) to the Disclosure Letter appended to the Transaction Agreement.

and none of the Just Energy Entities will be a reporting issuer (or equivalent thereof) under any Canadian or U.S. securities laws;

(v) the Just Energy Entities will retain all of their assets and liabilities as of the Closing Date other than the Excluded Assets (as defined below) and the Excluded Liabilities (as defined below);

(vi) all Excluded Assets (other than the Priority Payment Amount (as defined below) which must be paid in accordance with the Transaction Agreement and, for greater certainty, will not be transferred to Residual Co.) and Excluded Liabilities will be assigned to, and vested in, the Residual Cos., following which each Residual Co. will hold such Excluded Assets and Excluded Liabilities of the Just Energy Entities and will become Applicants in the CCAA proceedings;

(vii) the Excluded Assets which are to be assigned to, and vested in, the Residual Cos. are narrow, and include, among other things: (A) the tax records and returns, and books and records pertaining solely thereto and other documents, in each case that solely relate to any of the Excluded Assets or Excluded Liabilities; (B) the Excluded Contracts; (C) all written information or records that are solely related to any Excluded Asset or Excluded Liability; (D) the Excluded Entities; (E) any rights of the Residual Cos. under the Transaction documents; and (F) the Administrative Expense Amount (as defined below) which will be paid in accordance with the terms of the Transaction Agreement;

(viii) the Excluded Liabilities which are to be assigned to, and vested in, the Residual Cos. are comprised of all debts, obligations and liabilities of the

Just Energy Entities or any predecessors of the Just Energy Entities which do not fall within the definition of "Assumed Liabilities" under the Transaction Agreement. Such "Excluded Liabilities" include, among other things, pre-filing, unsecured litigation claims (including the Contingent Litigation Claims), intercompany obligations which do not continue pursuant to the Implementation Steps, and all claims in section 5.1(g)(iv) of the Implementation Steps;

(ix) one of the Just Energy Entities will wind up under the Canada *Business Corporations Act*, the intercompany claims listed at Appendix E to the Implementation Steps will be cancelled for no consideration, the intercompany claims listed at Appendix F will either be assumed by a Residual Co. or cancelled for no consideration, and the shares of Filter Group USA Inc. shall be transferred by Filter Group Inc. to JEUS and certain intercompany obligations owed by Filter Group Inc. will be repaid;

(x) the Just Energy Entities will cease to be Applicants in the CCAA proceedings and shall be released from the purview of the Second ARIO and all Orders of the CCAA Court granted in the CCAA proceedings (other than the Reverse Vesting Order); and

(xi) the Just Energy Entities will continue to be liable for the Assumed Liabilities. Such Assumed Liabilities are comprised of:

(A) all Post-Filing Claims;[6]

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[6] Any or all indebtedness, liability, or obligation of the Just Energy Entities of any kind that arises during and in respect of the period commencing on the Filing Date and ending on the day immediately preceding the Closing Date in respect of services rendered or supplies provided to the Just Energy Entities during such period or under or in accordance with any Continuing Contract; provided that, for certainty, such amounts are not (i) a Restructuring

(B) liabilities of each Just Energy Entity arising from and after the Closing Date;

(C) all Claims of any Credit Facility Lender relating to: (i) any letter of credit issued but undrawn under the Credit Facility Documents immediately prior to Closing; and (ii) the Credit Facility Remaining Debt (as defined below), if any;

(D) all Cash Management Obligations (as defined in the Second ARIO);

(E) Energy Regulator Claims relating to the Just Energy Entities;

(F) tax liabilities of the Just Energy Entities for any tax period or the portion thereof beginning on or after the Filing Date (subject to the various exclusions noted in the Transaction Agreement);

(G) any other Taxes, including sales or use taxes, payable to a Taxing Authority for any period whereby the nonpayment of which by any Just Energy Entity could result in a responsible person associated with a Just Energy Entity being held personally liable for such non-payment;

(H) the Intercompany Claims between the Just Energy Entities contemplated under the Implementation Steps as continuing as Assumed Liabilities, including certain post-filing Intercompany Claims;

Period Claim or a Restructuring Period D&O Claim, each as defined in the Claims Procedure Order or (ii) the subject of any claim filed in the claims process established pursuant to the Claims Procedure Order unless expressly assumed pursuant to Subsections 2.3(b) through 2.3(k) of the Transaction Agreements.

(I) certain indemnification obligations of the Just Energy Entities as more particularly set out in the Transaction Agreement;

(J) Employee Priority Claims;[7]

(K) all obligations and liabilities of the direct and indirect subsidiaries of Just Energy that are not Just Energy Entities, excluding the Excluded Entities; and

(L) all Claims of the Texas Comptroller of Public Accounts that have been accepted pursuant to the Claims Procedure Order.

(d) In addition, on the Closing Date:

(i) the Credit Facility Lenders, JEUS and Just Energy Ontario L.P. ("**JEO**") will enter into a tenth amended and restated credit agreement (the "**New Credit Agreement**") pursuant to which a first lien revolving credit facility in the amount of $250 million (the "**New Credit Facility**") will be made available to JEUS and JEO and: (A) the principal amount of up to $10 million of the Credit Facility Claim (the "**Credit Facility Remaining Debt**"), if any, may remain outstanding as an initial outstanding principal amount under the New Credit Agreement, and (B) the letters of credit issued by the Credit Facility Lenders but which remain undrawn under the current Credit Agreement immediately prior to Closing will continue under the

[7] Any Claim for (a) accrued and unpaid wages and vacation pay owing to an employee of any of the Just Energy Entities whose employment was terminated between the Filing Date and the Closing Date and (b) unpaid amounts provided for in Section 6(5)(a) of the CCAA.

New Credit Facility or be replaced with new or replacement letters of credit issued under the New Credit Facility; and

(ii) a seventh amended and restated intercreditor agreement (the "**New Intercreditor Agreement**") by, among others, the Just Energy Entities, National Bank of Canada, as collateral agent, the Credit Facility Agent, and the applicable Commodity Suppliers, will be entered into;

(e) on the Closing Date, upon receipt of the cash portion of the Purchase Price from the Purchaser, Just Energy will pay from the cash portion of the Purchase Price and from the Just Energy Entities' cash on hand: (i) all obligations secured by the Administration Charge, the FA Charge, the KERP Charge and the DIP Charge, (ii) the amount necessary to satisfy each claim of a Government Entity for amounts that are outstanding of the kind defined in section 6(3) of the CCAA, if any (each, a "**Government Priority Claim**"), (iii) the amount necessary to satisfy the Credit Facility Claim[8] (less the Credit Facility Remaining Debt, if any), and (iv) the amount necessary to satisfy each Commodity Supplier's Commodity Supplier Claim that is an Accepted Claim pursuant to the Claims Procedure Order (collectively, the "**Priority Payments**"); and

(f) on the Closing Date, the Just Energy Entities will pay $1.9 million (the "**Administrative Expense Amount**") in trust to the Monitor for payment of the reasonable and documented fees and costs of the Monitor and its professional advisors and the professional advisors of the Just Energy Entities for services

[8] Defined in the SISP Support Agreement as "any amounts owing by the Just Energy Entities to the Credit Facility Lenders as of the Closing Date under the Credit Facility Documents, including all principal and all accrued and outstanding fees, costs, interest, or other amounts owing pursuant to the Credit Facility Documents as determined in accordance with the Claims Procedure Order; provided that the Credit Facility Claim shall not include any Credit Facility LC Claim, Commodity Supplier Claim or Cash Management Obligations."

performed prior to and, other than in respect of the Just Energy Entities, after the Closing Date, in each case, relating directly or indirectly to the CCAA proceeding, the Chapter 15 proceedings and the Transaction Agreement, including: (i) costs required to wind down and/or dissolve and/or bankrupt each Residual Co., and (ii) costs and expenses required to administer the Excluded Assets, Excluded Liabilities and each Residual Co. (collectively, the "**Administrative Expense Costs**"). Any unused portion of the Administrative Expense Amount after payment or reservation for all Administrative Expense Costs will be transferred by the Monitor to Just Energy.

43. In summary, following closing, JEUS will own directly or indirectly all of the issued and outstanding shares of Just Energy and its pre-Transaction direct and indirect subsidiaries (other than Excluded Entities) which, in turn, will be wholly owned by the Purchaser. The Just Energy Entities will continue to control and own their assets, other than Excluded Assets, and will continue to be liable for their Assumed Liabilities, excluding the Excluded Liabilities. All secured debt and priority payables will be satisfied in full or retained, and the Monitor will receive the Administrative Expense Amount in order to fund the Administrative Expense Costs required to complete the CCAA and Chapter 15 proceedings. The Just Energy Entities will exit the CCAA and Chapter 15 proceedings and continue in the normal course for the benefit of all stakeholders without the burden of the Excluded Liabilities and the Excluded Assets. The two Residual Cos. will hold all Excluded Assets and Excluded Liabilities of the Just Energy Entities and will become Applicants in the CCAA proceedings.

44. The Just Energy Entities' cash on hand and the cash portion of the Purchase Price (US$184.9 million in cash, plus up to an additional C$10 million in the event and to the extent additional funds are required to pay all amounts to be paid by the Just Energy Entities pursuant to the Transaction Agreement and the Reverse Vesting Order) is only enough to satisfy the Just

Energy Entities' secured and priority claims. In fact, recent projections show that because of working capital fluctuations and ongoing market conditions, the full C$10 million Credit Facility Remaining Debt and C$7.4 million of the Additional Cushion Funds will be required for the Just Energy Entities to make all Priority Payments assuming a December 31, 2022 Closing Date. If the Closing Date is delayed to January 31, 2023, given normal seasonal increases in working capital, it is likely that additional funding would be required to satisfy the Priority Payments in excess of the full Credit Facility Remaining Debt and the Additional Cushion Funds. A confidential summary detailing the estimated funds required for a January 31, 2023 Closing was uploaded by the Financial Advisor to the virtual data room on October 7, 2022.

45. Accordingly, no recoveries will be available for General Unsecured Creditors. While the SISP was conducted to canvass the market for executable transaction alternatives which are superior to the Transaction and would provide a recovery to General Unsecured Creditors, no Qualified Bids were received other than the Transaction.

46. I have been advised by counsel that (i) the provisions of Multilateral Instrument 61-101 "Protection of Minority Securityholders in Special Transactions", that require "minority" shareholder approval in respect of certain "related party transactions" or "business combinations" may be triggered by the Transaction, and (ii) the CCAA provides that shareholders are not required to vote on the Transaction unless specifically ordered by the Court.

47. Pursuant to the Transaction Agreement, the Closing Date must occur no later than five (5) business days after the conditions set forth in Article 6 of the Transaction Agreement (discussed below) have been satisfied or waived (the "**Closing Date**"), provided, however, that such Closing Date must occur by no later than December 16, 2022, or such later date agreed to by both Just Energy and the Purchaser in writing in consultation with the Monitor (the "**Outside Date**"). If, by the Outside Date, the only condition to the Closing that remains outstanding is the receipt of Transaction Regulatory Approvals and the filing of Energy Regulator Notices, the Transaction

Agreement provides that the Outside Date will be automatically extended for another sixty (60) days, and thereafter, by the Purchaser in its sole discretion on written notice to Just Energy.

48. Given the exit of the Just Energy Entities from the CCAA and Chapter 15 proceedings upon closing of the Transaction, the Just Energy Entities are seeking an Order from the CCAA Court expanding the powers of the Monitor previously granted in the Second ARIO and other Orders to authorize and empower the Monitor to take all actions necessary to, among other things, wind down and/or dissolve and/or bankrupt each Residual Co. and administer the Excluded Assets, Excluded Liabilities and each Residual Co.

(b) Approval of the Transaction

49. The Just Energy Entities are requesting that the Reverse Vesting Order be granted by the CCAA Court approving the Transaction Agreement and the Transaction contemplated therein. The Transaction is the best executable transaction or restructuring alternative available to the Just Energy Entities in the circumstances of these CCAA proceedings. It was subjected to a thorough canvassing of the market pursuant to the SISP approved by the CCAA Court and recognized by the U.S. Bankruptcy Court over the course of approximately ten (10) weeks. The SISP was developed and undertaken with the objective of identifying and completing a going concern transaction that would maximize value for the benefit of the Just Energy Entities' stakeholders; however, no Qualified Bids other than the Transaction were received by the Just Energy Entities.

50. In addition to the SISP, over the past approximately 3 years, the business of the Just Energy Entities has been marketed broadly and extensively. In 2019, the Just Energy Entities undertook a formal review process to evaluate strategic alternatives for the business with a view to the best interests of the Just Energy Entities and all their stakeholders. Thereafter, the Just Energy Entities undertook an extensive sales process to identify a potential transaction for their business with the assistance of Guggenheim Partners, LLC and National Bank Financial Inc. While the sales process

did not result in any executable transactions, discussions between the Just Energy Entities and various parties regarding a potential acquisition transaction continued unsuccessfully into June 2020. As no viable proposals resulted from such ongoing discussions, Just Energy completed a balance sheet recapitalization transaction through a plan of arrangement under section 192 of the Canada *Business Corporations Act* in September 2020.

51. Further, within these CCAA proceedings, a 62-day period was established under the Plan Support Agreement prior to the proposed deadline for the creditors' meeting to permit any interested party to propose a restructuring transaction more favourable than the Plan (which was substantially similar to the Transaction). No meaningful inquiries and no proposals were received by either the Financial Advisor or the Just Energy Entities.

52. Both prior to, and within these CCAA proceedings, interested parties have been provided with ample opportunities to diligence, submit and negotiate a transaction with respect to the Just Energy Entities and their business. The Transaction is the only executable offer which has been received pursuant to the CCAA Court-approved SISP. It provides the highest and best value to the Just Energy Entities and their stakeholders and, in the Just Energy Entities' view, should be approved.

53. The Transaction provides significant benefits to stakeholders of the Just Energy Entities. Among other things:

(a) the Transaction will preserve the employment of the Just Energy Entities' more than 1000 employees;

(b) the majority of contracts with Commodity Suppliers, vendors, trade creditors and other counterparties will continue in the normal course for the benefit of all parties thereto. Only a limited number of contracts are expected to be designated as "Excluded Contracts" within the Transaction Agreement and, as a result, most

contracts will continue in the normal course following the closing of the Transaction;

(c) the operations of the Just Energy Entities across Canada and the United States will be preserved and continue uninterrupted in the normal course for the benefit of the Just Energy Entities' almost 1 million customers;

(d) all secured claims and priority payables will be satisfied in full either through a cash payment (including the applicable portion of the Credit Facility Claim, all Commodity Supplier Claims, all Government Priority Claims, and applicable beneficiaries of Charges granted within these CCAA proceedings), by credit bid (the BP Commodity/ISO Services Claim), or by a continuance and assumption of such obligations by the Purchaser (including the Credit Facility Remaining Debt, the Credit Facility LC Claim and Post-Filing Claims);

(e) any U.S. tax attributes and tax pools of the Just Energy Entities will be preserved;

(f) the Just Energy Entities will exit these CCAA and Chapter 15 proceedings with a significantly deleveraged balance sheet and a $250 million New Credit Facility; and

(g) on Closing, the Just Energy Entities will exit these CCAA and Chapter 15 proceedings, following which limited matters will remain for the administration and wind down of Residual Cos. and conclusion of these lengthy and costly restructuring proceedings.

(c) Conditions to Closing of the Transaction

54. The respective obligations of Just Energy and the Purchaser to consummate the Transaction are subject to the satisfaction or waiver of, or compliance with, the following conditions at or prior to the Closing Time:

(a) no provision of any applicable law and no judgment, injunction or order preventing or frustrating consummation of the Transaction are in effect;

(b) each of the SISP Approval Order and the Reverse Vesting Order shall have been issued, entered and become final orders;

(c) each of the Claims Procedure Recognition Order, the SISP Recognition Order and the Vesting Recognition Order shall have been issued and entered by the U.S. Bankruptcy Court and become final orders;

(d) the SISP Support Agreement shall not have been terminated;

(e) the Just Energy Entities and the Purchaser shall have received all required Transaction Regulatory Approvals and provided all Energy Regulator Notices set forth on Schedule 6.1(e) to the Disclosure Letter, and all required Transaction Regulatory Approvals shall be in full force and effect (except for Transaction Regulatory Approvals that need not be in full force and effect prior to Closing); and

(f) the New Credit Agreement and the New Intercreditor Agreement shall have been entered into by and among the parties thereto.

55. In addition to the foregoing conditions, the following additional conditions, among others, must be satisfied or waived on or before the Closing Time for the benefit of the Purchaser:

(a) the Reverse Vesting Order shall have been granted by the CCAA Court by November 2, 2022;

(b) the Just Energy Entities shall have completed the Implementation Steps that are required to be completed prior to Closing;

(c) the aggregate amount of cash held by the Just Energy Entities immediately after payment of all amounts required under the Transaction Agreement and the Reverse Vesting Order is equal or greater than $0;

(d) immediately prior to the Closing, the cash portion of the Purchase Price, plus the aggregate amount of the Just Energy Entities' cash on hand, plus the Credit Facility Remaining Debt shall be sufficient to pay all amounts to be paid by the Just Energy Entities pursuant to the Transaction Agreement and the Reverse Vesting Order;

(e) Shell shall have provided certain confirmations regarding its continuing supply of commodities to the Just Energy Entities after closing in accordance with all Continuing Contracts; and

(f) none of the Just Energy Entities shall be a reporting issuer (or equivalent thereof) under any U.S. or Canadian securities laws.

56. It is a condition of the Transaction that it be implemented by means of the Reverse Vesting Order granted by the CCAA Court and recognized by the U.S. Bankruptcy Court. The necessity for the Reverse Vesting Order and the impracticality of implementing the Transaction through another structure are discussed further below.

(d) Reverse Vesting Order

Overview

57. The Transaction is required to be implemented pursuant to a Reverse Vesting Order as such structure is necessary to preserve the going concern value of the Just Energy Entities' business for the benefit of stakeholders. Importantly, the Just Energy Entities are retail energy providers who derive their value almost entirely from their intangible assets. They do not own any electricity generation facilities, natural gas production or processing facilities, distribution infrastructure, or other hard assets required in the upstream production, or downstream distribution, of energy in the markets in which they operate. The value of the Just Energy Entities' business arises predominantly from the gross margin in their customer contracts which, in turn, is wholly dependent on the Just Energy Entities maintaining the significant number of non-transferrable licenses and authorizations that permit their continued operation in Canada and the United States, and in the agreements between the Just Energy Entities and the more than 100 public utilities (the "**Local Distribution Companies**") which are required for the Just Energy Entities to provide natural gas and electricity in certain markets to their customers. As of the date of this Affidavit, the Just Energy Entities hold at least:

(a) 17 separate licenses and authorizations in 5 provinces in Canada to allow them to market natural gas and electricity in the applicable provincial markets, 8 of which are non-transferrable and non-assignable, with the remaining 9 only assignable with leave of the regulator;

(b) 5 separate import and export orders issued by the Canadian Energy Regulator ("**CER**"), all of which are non-transferrable and non-assignable;

(c) 3 separate registrations with the Alberta Electricity System Operator (the "**AESO**") in Alberta and with the Independent Electricity System Operator ("**IESO**") in Ontario, all of which are either non-transferrable or only assignable with leave;

(d) 6 licenses in Nevada and New Jersey to allow them to market natural gas and/or electricity in the applicable states, all of which are non-transferrable;

(e) 25 licenses in Connecticut, Delaware, Maine, Maryland, Ohio, Pennsylvania and Virginia to allow them to market natural gas and/or electricity in the applicable states, all of which may only be transferred with the prior authorization of the applicable regulator in each jurisdiction;

(f) 18 electricity and/or natural gas provider licenses or authorizations in California, Illinois, Massachusetts, Michigan, and New York, where no process for transferring the licenses or authorizations is prescribed in the applicable statutes;

(g) 5 retail electricity provider certifications in Texas which may only be transferred with the authorization of the Public Utility Commission of Texas ("**PUCT**");

(h) 3 separate export authorizations issued by the Department of Energy ("**DOE**") in the U.S., all of which may only be transferred with the prior authorization of the DOE's Assistant Secretary; and

(i) 7 separate market-based authorizations issued by the Federal Energy Regulatory Commission ("**FERC**") in the U.S. which may only be transferred with the prior authorization of FERC.

58. As discussed further below, I understand from counsel that all of the provincial, state, market participation, export, and import orders/licenses and authorizations held by the Just Energy Entities are non-transferrable, capable of transfer only with the approval of the applicable

regulator, or there are no clear regulatory processes for the transfer of such authorizations. However, other than with respect to the authorizations issued by FERC, the DOE, and the PUCT, change of control transactions are either subject to no restrictions or impose a reporting requirement only on the licensed entity to update its respective filings with, or submit notice to, the applicable regulator.

59. For this reason, among others discussed below, the only feasible structure for the Transaction is a sale of equity by means of the Reverse Vesting Order. Any other structure risks exposing most of the 89 licenses on which the Just Energy Entities' business is founded and, in turn, on which its going concern value is wholly reliant, to significant risk, regulatory uncertainty, and significant delays. Such risk and uncertainty is likely to be reflected by any purchaser in the value offered for the Just Energy Entities' business as the loss of certain licenses within the regulatory assignment process could have dramatic impacts on the Just Energy Entities' ability to carry on business and generate revenue for the benefit of their stakeholders, while also delaying the Just Energy Entities' emergence from these CCAA and Chapter 15 proceedings.

60. In addition:

(a) the Just Energy Entities are party to a significant number of hedging transactions, including hedge transactions with Commodity Suppliers to minimize commodity and volume risk, foreign exchange hedge transactions and hedges for renewable energy credits, many of which are fundamental to the Just Energy Entities' ability to effectively operate their business, and most of which are non-transferrable; and

(b) any U.S. tax attributes resident in the Just Energy Entities would generally be unable to be utilized in the go-forward business were the Transaction structured as a traditional asset sale vesting order.

61. Accordingly, it is imperative to the Transaction, and a condition of the Transaction Agreement, that the Transaction be completed by means of the Reverse Vesting Order.

62. Further details regarding the licenses and authorizations held by the Just Energy Entities in Canada and the United States and the reasons for the Just Energy Entities' request for the Reverse Vesting Order are discussed below.

Canada

63. I am advised by counsel, and believe that, certain of the Just Energy Entities (the "**Licensed Entities**") have received gas and electricity licenses, market participation registrations, gas removal permits, and/or natural gas import and export orders from regulators in British Columbia, Alberta, Saskatchewan, Manitoba, and Ontario and from the CER.

64. I understand from counsel, and believe, that no licenses or authorizations held by the Just Energy Entities in Canada may be transferred or assigned to a purchaser with the exception of: (a) certain licenses issued by the Ontario Energy Board ("**OEB**"); and (b) one gas removal permit issued by the Alberta Energy Regulator ("**AER**"). Such licenses and permit can only be transferred with leave of the OEB or AER, as applicable.[9] In all other cases, the purchaser would be required to independently apply for, and obtain a new license, from the applicable regulator in order to participate in the provincial energy and electricity market.

65. However, as shown in the table below, the same restrictions do not apply to change of control transactions (such as the proposed Transaction). No licenses or authorizations held by the Just Energy Entities in Canada are subject to any regulatory restriction, other than, in some jurisdictions, notice requirements, when a change of control occurs in the ownership of the licensed

[9] I am advised by counsel and believe that the process for obtaining the approval of the OEB and/or AER for the assignment of the licenses/permit is not certain and involves roughly equivalent timing and risk as the process to obtain a new license/permit.

entity. In all cases, the provincial and federal licenses, orders and authorizations held by the Just Energy Entities in Canada continue in the normal course following a change of control transaction.

66. A table detailing the foregoing is as follows:

Just Energy Entity	License/Authorization	Transferrable	Asset Transaction Requirements	Change in Control Requirements
BRITISH COLUMBIA				
Just Energy (B.C.) Limited Partnership	Gas Marketer License	No	Purchaser would need to apply for, and obtain, a new Natural Gas Marketer License.	No impact on license. No notice requirement.
ALBERTA				
Just Energy Alberta L.P. Hudson Energy Canada Corp. Just Energy Ontario L.P.	Each entity holds a Natural Gas Marketer License and an Electricity Marketer License. Just Energy Alberta L.P. holds a Direct Seller's License. Hudson Energy Canada Corp. is a market participant registered with the AESO. Just Energy Ontario L.P. holds a Gas Removal Permit from the AER.	No	Purchaser would need to apply for, and obtain, a new Natural Gas Marketer License(s), a new Electricity Marketer License(s) and a new Direct Seller's License. In addition, purchaser would need to apply for and become a registered market participant. The Gas Removal Permit can be assigned with the consent of the Alberta Energy Regulator.	Any change in the partners of Just Energy Alberta L.P. would require notification to the Director of Fair Trading. No impact on licenses, permit or market participant registration.

Just Energy Entity	License/Authorization	Transferrable	Asset Transaction Requirements	Change in Control Requirements
SASKATCHEWAN				
Just Energy Prairies L.P.	Direct Sellers License	No	Purchaser would need to apply for, and obtain, a new Direct Sellers License.	Any change in the partners of Just Energy Prairies L.P. would require notification to the Registrar.
MANITOBA				
Just Energy Manitoba L.P.	Gas Marketer License	No	Purchaser would need to apply for, and obtain, a new Natural Gas Marketer License.	No impact on license. No notice requirement.
ONTARIO				
Just Energy Ontario L.P. Universal Energy Corporation Hudson Energy Canada Corp. Just Energy Solutions Inc. Just Energy New York Corp.	Each of Just Energy Ontario L.P., Universal Energy Corporation, and Hudson Energy Canada Corp. hold a Gas Marketer License and an Electricity Retailer License. Just Energy Solutions Inc. and Just Energy New York Corp. each hold an Electricity Wholesaler License. Just Energy Solutions Inc. and Just Energy New York Corp. are market participants registered with the IESO.	Yes, but only with leave of the OEB with respect to the Gas Marketer Licenses, the Electricity Retailer Licenses, and the Electricity Wholesaler Licenses. IESO market participant registrations only assignable with consent of IESO.	Purchaser would need to apply to the OEB for leave to transfer the Gas Marketer Licenses, the Electricity Retailer Licenses, and the Electricity Wholesaler Licenses. Purchaser would need to obtain prior written consent of IESO for assignment of market participant registrations.	Any change to the status of a license holder "with respect to having publicly traded securities or any changes to its list of affiliates that have publicly traded securities" would require notification to the OEB. No notice requirement with respect to the IESO.

Just Energy Entity	License/Authorization	Transferrable	Asset Transaction Requirements	Change in Control Requirements
CANADA (FEDERAL)				
Just Energy Ontario L.P. Just Energy New York Corp.	Each entity holds a Natural Gas Export Order and a Natural Gas Import Order. Just Energy Ontario L.P. holds a Natural Gas Export Order for Subsequent Importation	No	Purchaser would need to apply for and obtain new import and export orders from the CER.	No impact on orders. No notice requirement.

67. In addition to the licenses and authorizations held by the Just Energy Entities in Canada (without which they cannot operate and conduct their energy marketing/retailing business), the Just Energy Entities are also party to numerous agreements with more than 100 third-party Local Distribution Companies in certain markets in which they operate to distribute electricity and natural gas to their customers. As discussed above, the Just Energy Entities do not own any distribution infrastructure and so are required to have agreements with local utilities to distribute electricity and natural gas to the Just Energy Entities' customers.

68. In addition, in all Canadian markets other than Alberta, the Local Distribution Companies also provide customer billing and collection services to the Just Energy Entities.

69. I am advised by counsel and believe that none of the business-critical agreements between the Just Energy Entities and Local Distribution Companies in Alberta (natural gas and electricity), Saskatchewan (natural gas) or Ontario (natural gas and electricity)[10] are transferrable to a purchaser without the consent of the Local Distribution Company. Any purchaser of the Just

[10] Agreements between the Just Energy Entities and Local Distribution Companies located in British Columbia and Manitoba are freely assignable and do not require the consent of the Local Distribution Company.

Energy Entities' business in these provinces would be required to establish new contractual and operational relationships with applicable Local Distribution Companies or obtain their consent to an assignment of the current agreements held by the Just Energy Entities, prior to commencing business in those markets.[11] In addition, even if consent was obtained, extensive and time consuming testing would be required by the Local Distribution Companies as a condition of the assignment, which tests can take months to commence and complete. However, like the licenses and authorizations held by the Just Energy Entities in Canada, I understand from counsel that agreements with Local Distribution Companies are unaffected by changes in the upstream ownership structure of the applicable counterparty and will continue in the normal course following completion of the Transaction.

70. Lastly, I am advised by counsel and believe that any assignment of a customer contract for the supply of natural gas in British Columbia requires the advance approval of the British Columbia Utilities Commission and provision of a notification to each customer within 30 days of the assignment. While regulatory approval is not required for assignment of customer contracts in Alberta, Saskatchewan, Manitoba, or Ontario, all assignments of customer contracts in Manitoba and Ontario require notice be given to each customer. Again, I understand from counsel that customer contracts in British Columbia and elsewhere are unaffected by changes in the upstream ownership structure of the applicable counterparty and will continue in the normal course following completion of the transaction.

[11] I am advised by counsel that while all Local Distribution Companies in Canada must offer any purchaser new utility contracts (as such utilities are, by law, "open access"), the process of winding down the contracts held by the Just Energy Entities, transferring customers to the purchaser, and entering into new contracts with the purchaser would be cumbersome and lengthy.

United States

71. The Just Energy Entities are also subject to regulation by FERC and the DOE in the United States and by regulators in the following U.S. states: Texas, Connecticut, California, Delaware, Illinois, Maine, Maryland, Massachusetts, Michigan, Nevada, New Jersey, New York, Ohio, Pennsylvania, and Virginia.

72. I am advised by counsel and believe that similar to Canada:

(a) the 6 electricity and/or natural gas provider licenses held by the applicable Just Energy Entities in Nevada and New Jersey are non-transferrable to a purchaser. In each case, the purchaser must be authorized to hold the applicable electricity and natural gas licenses in the jurisdiction and must apply to the applicable regulator for the issuance of new licenses prior to commencing operations in the jurisdiction;

(b) the 25 electricity and/or natural gas provider licenses held by the applicable Just Energy Entities in Connecticut, Delaware, Maine, Maryland, Ohio, Pennsylvania and Virginia may only be transferred to a purchaser with the prior authorization of the applicable regulator in each jurisdiction;

(c) the applicable statutes, rules, and regulations in California, Illinois, Massachusetts, Michigan, and New York with respect to the 18 electricity and/or natural gas provider licenses held by various Just Energy Entities in those states do not prescribe any process for transferring the licenses or authorizations and are silent on whether the prior authorization of the applicable regulator is required;

(d) the 5 retail electricity provider certifications held by the applicable Just Energy Entities in Texas may be transferred with the authorization of the PUCT; and

(e) no regulatory prior approvals for transactions resulting in a change of control of the ownership structure of a licensed entity (such as the Transaction) is required by any regulator in any states in the U.S. in which the Just Energy Entities operate, although many require that a notice be filed updating the license holder's information within a certain period of time following completion of the transaction or in the license holder's annual filing, and, in the case of Texas, an application must be filed to amend its certification if a material change results from the transaction (which may be submitted within 10 working days of the change).

73. I am further advised by counsel, and believe, that with respect to the export authorizations issued by the DOE and the market-based rate authorizations issued by FERC:

(a) transfer of a DOE export authorization requires prior authorization of the DOE Assistant Secretary. With respect to change of control transactions, the DOE has established a post-closing, streamlined procedure which, for export authorizations such as those held by the Just Energy Entities, immediately authorizes continued exportation following a change of control transaction upon the filing of a statement of change of control by the authorization holder. Accordingly, in the case of a change of control over an entity holding an export authorization such as those held by the Just Energy Entities, such change of control is given immediate effect upon receipt of the statement. In contrast, express prior authorization of the DOE Assistant Secretary is required for transfers of DOE export authorizations; and

(b) the FERC process for transfer of a market-based authorization for an assignment or a change of control transaction is the same. In both cases, an application must be submitted under the *Federal Power Act* for prior approval by FERC.

Necessity of an RVO

74. In light of the foregoing, the Just Energy Entities are of the view that completion of the Transaction by means of a traditional asset sale vesting order will be extremely difficult, lengthy, costly and unlikely to preserve the going concern value of the Just Energy Entities. Further, attempting to implement the Transaction through a traditional vesting order would not result in any recoveries for unsecured creditors. In any event, it is a requirement of the Transaction that it be implemented by means of the Reverse Vesting Order.

75. First, in a traditional asset sale scenario, the regulatory complexities involved in closing the Transaction would be immense. If the Purchaser sought to acquire all of the assets held by the Just Energy Entities, the Purchaser would be required to participate in separate regulatory processes in 5 Canadian provinces, 15 U.S. states, and federally with the CER in Canada and with the DOE and FERC in the United States to try and obtain either a transfer of the Just Energy Entities' 89 current licenses, authorizations, and certifications, or issuance of new licenses, authorizations, and certifications, in such jurisdictions. Such regulatory processes would be complex, costly, and take many months to complete, with various regulations and statutes not providing any direction on timing and no guarantee of approval.

76. Further, even if all licenses/authorizations/registrations were obtained by the Purchaser from each applicable federal, state and provincial regulator, the Purchaser would still be required to negotiate and finalize contractual and operational relationships with more than 100 Local Distribution Companies in Canada and the United States. Each Local Distribution Company has its own processes and testing requirements which would have to be satisfied by the Purchaser prior to commencing business, which processes and testing requirements can take many months to complete.

77. The Just Energy Entities do not have unlimited time to close the Transaction. As discussed further in my August Affidavit, the Just Energy Entities have faced, and continue to face, mounting pressures to exit these CCAA and Chapter 15 proceedings as soon as possible. Externally, market conditions in the U.S. and Canada continue to be difficult and commodity prices continue to be extremely volatile. Internally, the Just Energy Entities are facing ever increasing employee morale and retention issues as the CCAA and Chapter 15 proceedings continue into their 19th month. The Just Energy Entities' critical business relationships with their employees, Commodity Suppliers, Regulators, and others continue to be strained. It is imperative that the Just Energy Entities protect against further deterioration in their business-critical relationships and going concern value and conclude these ongoing proceedings in the near term.

78. Second, even if the Just Energy Entities had extended periods of time for all regulatory processes to conclude and the Transaction to close, such a process would be highly uncertain. Neither the Just Energy Entities nor the Purchaser have any guarantees that all necessary licenses/authorizations/registrations for the operation of the Just Energy Entities' business would be received in all applicable jurisdictions. I am advised by counsel that the decision of whether to grant a license is generally within the discretion of the applicable regulator. While such discretion has constraints and must be exercised in accordance with applicable legal principles, there is never a guarantee of success. The process is uncertain and marked by risk.

79. With respect to the Transaction, such regulatory risk is significant based on the sheer number of licenses, authorizations and registrations required to be granted and/or assigned to the Purchaser, and the sheer number of different regulatory processes that must be undertaken in all the applicable Canadian and U.S. jurisdictions. The loss of certain licenses or authorizations would jeopardize the entire Transaction by precluding the ongoing operation of the Just Energy Entities' business in that jurisdiction, thereby materially impacting both short- and long-term revenues and the Just Energy Entities' going concern value. Any failure of the Transaction to close, or reduction

in the value ascribed by the Purchaser to the Just Energy Entities' business within the Transaction, would be borne by the Just Energy Entities' stakeholders, including its secured and priority creditors, employees, vendors and Commodity Suppliers.

80. Third, most of the hedge contracts and derivative instruments held by the Just Energy Entities which are fundamental to the Just Energy Entities' ability to effectively operate their business are non-transferrable and non-assignable without the consent of the counterparty. Preservation of such hedge contracts and derivative instruments by means of the Reverse Vesting Order maximizes the value of the Just Energy Entities for the benefit of stakeholders. In addition, any U.S. tax pools and tax attributes resident in the Just Energy Entities would be difficult to preserve other than by completion of the Transaction by means of the Reverse Vesting Order.

81. In the Just Energy Entities' view, the highly regulated nature of the Just Energy Entities' business and the complete dependency of its going concern value on the maintenance of its licenses, authorizations and registrations demands a unique transaction structure – here, a Reverse Vesting Order. Any other transaction structure would introduce significant delay, additional costs, risk, complexity and uncertainty into an already complicated, costly and lengthy process. Such increased risk, delay, complexity and uncertainty would be borne by the Just Energy Entities' stakeholders. Such a result is not in the best interests of anyone.

82. The Transaction Agreement requires, as a condition of the Transaction that it be completed by means of a change in control of JEUS and Just Energy (i.e. the upstream ownership structure of the license-holders) and implemented pursuant to a Reverse Vesting Order. The Transaction is the only viable and executable transaction available to the Just Energy Entities following completion of a thorough and transparent marketing process under the SISP, the Just Energy Entities' unsuccessful attempt to submit a Plan to its creditors for their consideration and approval, and more than 19 months of stakeholder negotiations and engagement since the CCAA and Chapter 15 proceedings were filed in March 2021. It is imperative that the Just Energy Entities

conclude these costly and lengthy CCAA and Chapter 15 proceedings for the benefit of all stakeholders. The Transaction is the only viable Transaction available to the Just Energy Entities to effect such result and, in turn, the granting of the Reverse Vesting Order is, in the view of the Just Energy Entities, necessary and appropriate.

(e) Releases

83. The Reverse Vesting Order includes the following releases and protections in favour of the Just Energy Entities and various other interested parties that have made material contributions to the successful restructuring of the Just Energy Entities:

(a) *Third-Party Releases*: (a) the current and former directors, officers, employees, legal counsel and advisors of the Just Energy Entities and the Residual Cos. (or any of them); (b) the Monitor and its legal counsel; (c) the Purchaser and its current and former directors, officers, employees, legal counsel and advisors; and (d) the Credit Facility Agent and the Credit Facility Lenders, and their respective current and former directors, officers, employees, legal counsel and advisors (in such capacities, the "**Released Parties**") will be released by all Persons besides the Just Energy Entities and their respective current and former affiliates (defined in the Reverse Vesting Order as the "**Releasing Parties**") from the Released Claims (as defined below);

(b) *Debtor Releases*: the Released Parties will be released by each of the Just Energy Entities and their respective current and former affiliates, and discharged from any and all Released Claims held by the Just Energy Entities as of the Effective Date, provided however that nothing limits or modifies in any way any claim or defence which any of the Just Energy Entities may hold or be entitled to assert against any of the Released Parties as of the Effective Date relating to any contracts, leases,

agreements, licenses, bank accounts or banking relationships, accounts receivable, invoices, or other ordinary course obligations which remain in effect following the Effective Time.

84. The requested releases are necessary to bring finality to the CCAA proceedings, facilitate the release of the Court-ordered charges, including the D&O Charge, without requiring a reserve for potential claims which would prevent the Transaction from closing, and to protect the Released Parties from any and all claims, demands, causes of action, dealings, occurrences (or other matters included within the definition of "Released Claims" in the Reverse Vesting Order) which existed or took place prior to the Effective Time, or which were undertaken or completed in connection with or pursuant to the terms of the Reverse Vesting Order in respect of, relating to, or arising out of: (a) the Just Energy Entities, the business, operations, assets, property and affairs of the Just Energy Entities, the administration and/or management of the Just Energy Entities, or the CCAA and/or the Chapter 15 Cases; or (b) the Transaction Agreement, the Closing Documents, any agreement, document, instrument, matter or transaction involving the Just Energy Entities arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (subject to the exclusions described below, collectively the "**Released Claims**").

85. The releases provided in the Reverse Vesting Order explicitly do not release or discharge:

(a) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA; or

(b) any obligations of any of the Released Parties under or in connection with the Transaction Agreement, the Closing Documents, the SISP Support Agreement, the Definitive Documents and/or any agreement, document, instrument, matter or transaction involving the Just Energy Entities arising in connection with or pursuant to any of the foregoing.

86. The Released Parties have made significant and often critical contributions to the development and implementation of the Just Energy Entities' restructuring in these CCAA proceedings. Since March 2021, the Released Parties have worked diligently towards ensuring the implementation of the restructuring of the Just Energy Entities' financial obligations and operations for the benefit of stakeholders. Such efforts have resulted in the execution and approval of the SISP Support Agreement and Transaction Agreement. If the Reverse Vesting Order is granted and the Transaction is consummated, the Just Energy Entities and their businesses will continue, and their going concern value will be preserved for the benefit of stakeholders.

87. In addition to the Third-Party Releases and the Debtor Releases discussed above, the Reverse Vesting Order also includes various exculpations which the Just Energy Entities will request be approved by the U.S. Bankruptcy Court in the Vesting Recognition Order. The Reverse Vesting Order provides that all of: (a) the current and former directors, officers, employees, legal counsel and advisors of the Just Energy Entities and the Residual Cos. (or any of them); (b) the Monitor and its legal counsel; and (c) the Purchaser and its current and former directors, officers, employees, legal counsel and advisors (in such capacities, collectively, the "**Exculpated Parties**") are released and exculpated from any cause of action for any act or omission in in respect of, relating to, or arising out of: (a) the Transaction Agreement, (b) the Closing Documents, (c) the consummation of the Transactions, (d) the CCAA and Chapter 15 Cases, (e) the formulation, preparation, dissemination, negotiation, filing or consummation of the Transaction Agreement, the Closing Documents, and all related agreements and documents, any transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Transactions, (f) the pursuit of approval and consummation of the Transactions or the recognition thereof in the U.S., and/or (g) the transfer of assets and liabilities pursuant to the Reverse Vesting Order.

88. The Reverse Vesting Order expressly does not release the Exculpated Parties from any causes of action related to any act or omission that is determined in a final order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.

89. On the Effective Date, each Consenting Party (defined as the Just Energy Entities and the Purchaser) is deemed to have consented and agreed to the releases, injunctions and exculpations referred to in the Reverse Vesting Order.

(f) Pre-Closing Implementation of the Transaction

Transaction Regulatory Approvals

90. The Transaction Agreement requires that Just Energy and the Purchaser use commercially reasonable efforts to, among other things, obtain all Transaction Regulatory Approvals and file all required Energy Regulator Notices as soon as reasonably practicable and, in any event, by no later than the time limits imposed under applicable law. Schedule 6.1(e) to the Disclosure Letter lists a number of Transaction Regulatory Approvals which must be obtained, and Energy Regulator Notices to be provided, prior to the closing of the Transaction. Such Energy Regulator Notices include Competition Act Approval (if required), Investment Canada Act Approval, and Authorization from FERC under section 203 of the *Federal Power Act*.

(i) Competition Act Approval

91. I am advised by counsel that the transactions contemplated by the Transaction Agreement require compliance with the pre-merger notification provisions set out in part IX of the *Competition Act*. I am further advised by counsel that such compliance, evidenced by receipt from the Commissioner of Competition ("**Commissioner**") of an advance ruling certificate pursuant to section 102 of the *Competition Act* ("**ARC**"), or a no-action letter, together with a waiver of the notification requirements, is a condition of closing of the Transaction Agreement.

92. I understand from counsel that an ARC was issued by the Commissioner on June 23, 2022 in connection with the Plan. Attached as **Exhibit "K"** is a copy of correspondence attaching the ARC.

93. Following the loss of stakeholder support for the Plan and execution of the Transaction Agreement by Just Energy and the Purchaser, I am advised by counsel that the Parties contacted the Competition Bureau to outline the changes in the structure of the Transaction provided under the Transaction Agreement and to confirm whether the ARC could be re-issued to reference the Transaction Agreement.

94. On August 31, 2022, I understand from counsel that the Parties received an amended ARC from the Commissioner confirming that, subject to section 103 of the *Competition Act* and pursuant to section 102 of the *Competition Act*, the Commissioner was satisfied that there would not be sufficient grounds on which to apply to the Competition Tribunal under section 92 of the *Competition Act* in respect of the Transaction. Attached as **Exhibit "L"** is a copy of correspondence attaching the Amended ARC. Accordingly, I am advised by counsel that the *Competition Act* closing condition in the Transaction Agreement has been satisfied.

(ii) Investment Canada Act Approval

95. The Transaction Agreement contemplates at the Purchaser's option the filing of a notification to acquire a Canadian Business under the *Investment Canada Act* (the "**ICA Notification**") following execution of the Transaction Agreement. In addition, if such a filing is made, subsequent confirmation that no action will be taken and no approvals required under any of the potentially applicable provisions of the *Investment Canada Act* is a condition of closing of the Transaction Agreement.

96. I am advised by counsel that Purchaser's counsel filed with the Investment Review Division ("**IRD**") on June 6, 2022 a notification to acquire a Canadian Business under the

Investment Canada Act, then in relation to the Plan and with respect to the Plan Sponsor. On July 11, 2022 the IRD issued a certification letter, certifying the notification as complete. The relevant time periods for action to be taken or approvals to be required under the *Investment Canada Act* subsequently expired.

97. I am further advised by counsel that following the loss of stakeholder support for the Plan and execution of the Transaction Agreement, the Parties contacted the IRD to determine whether the actions taken under the *Investment Canada Act* in connection with the Plan were sufficient to encompass the actions contemplated under the Transaction Agreement. On September 1, 2022 the IRD advised the Parties that a new notification would be required with respect to the actions contemplated under the Transaction Agreement.

98. Accordingly, I understand from counsel that: (a) on September 7, 2022, counsel to the Purchaser advised that they had filed a revised ICA notification (the "**Amended Notification**"); and (b) on September 9, 2022, counsel to the Purchaser advised that the IRD had issued a new certification letter, certifying the Amended Notification complete as of September 7, 2022. I am advised by counsel that if no action is taken under Part IV.1 of the *Investment Canada Act* prior to October 24, 2022, the *Investment Canada Act* closing condition in the Transaction Agreement will be satisfied.

(iii) Authorization from FERC

99. The Transaction Agreement contemplates that Just Energy will file an Application pursuant to section 203 of the *Federal Power Act* and part 33 of the regulations of FERC for approval by FERC of the Transaction. In accordance with such requirement, on or about September 14, 2022, the applicable Just Energy Entities filed an *Authorization under Section 203 of the Federal Power Act and Requests for Waivers and Requests for Waivers and Expedited Action* (the "**FERC Application**") with FERC in Docket No. EC22-119-000 seeking an Order approving the FERC

Application by November 11, 2022 and requesting expedited action and a comment period of 21 days in order to facilitate approval by that date. Attached as **Exhibit "M"** hereto is a copy of the FERC Application.

100. I am advised by counsel that no interventions or comments were filed by the comment period deadline.

Pre-Closing Implementation Steps

101. In addition to Transaction Regulatory Approvals required to be obtained prior to the closing of the Transaction Agreement, the Implementation Steps require that the Just Energy Entities undertake various settlements of intercompany obligations, transfers of partnership interests, and other specific pre-closing reorganization steps, in order to permit the Transaction to proceed in a tax-efficient manner and avoid unintended negative tax consequences. I am advised by counsel that in the event the Reverse Vesting Order is granted, the following pre-closing steps are expected (subject to finalization of the Implementation Steps) to be undertaken by the Just Energy Entities in accordance with the Implementation Steps:

(a) Just Energy shall transfer its shares of JEUS to a subsidiary (Ontario Energy Commodities Inc. ("**OECI**")) with the result that all of the shares of JEUS will be held by OECI after such transfer;

(b) the partnership agreements of certain Just Energy Entities which are limited partnerships organized in Canada will be amended to clarify certain provisions therein relating to the allocation of income and losses to their members;

(c) in order to consolidate the ownership of interests in partnerships within the Just Energy Entities, certain partnership units in Just Energy Trading LP ("**JETLP**"),

Just Energy Manitoba LP ("**JEMNLP**"), JEO, and Just Ventures LP ("**JVLP**") will be transferred from one Just Energy Entity to another;

(d) Just Energy shall transfer a loan receivable owed to it by JEUS to Just Energy Corp. ("**JEC**");

(e) certain intercompany obligations between Filter Group Inc., Filter Group USA Inc. and Just Energy and its other subsidiaries will be settled;

(f) certain pre-filing intercompany obligations between Just Energy Entities organized in Canada (any such obligations, "**Canadian Pre-Petition Intercompany Claims**") (which shall be deemed to be separate claims from any post-filing obligations) will be memorialized and documented as promissory notes that allow the creditor to enforce its creditor rights, in order to facilitate subsequent settlement steps. After such claims are documented:

(i) one set of promissory notes (described in Part I of Appendix B to the Implementation Steps) will be amended to allow the holder to convert such notes into interest-bearing notes with the same principal amount with such amendment not constituting a novation of the underlying indebtedness, and the holder of such notes will subsequently exercise such conversion rights;

(ii) a second set of promissory notes (described in Part II of Appendix B to the Implementation Steps) will be amended to add interest rates to such notes with such amendment not constituting a novation of the underlying indebtedness;

(iii) for a third set of promissory notes (described in Appendix A to the Implementation Steps), the creditor will make a formal demand for

payment, and on the business day prior to the Closing Date, the debtor will surrender an intercompany receivable owing from a third entity to the creditor as a quitclaim in satisfaction of the note on which the demand was made;

(g) the Canadian Pre-Petition Intercompany Claims will be settled through (i) set off against other Canadian Pre-Petition Intercompany Claims (including after transfer by the initial creditor); (ii) transfer to a newly-formed subsidiary of the debtor and settlement through a subsequent winding-up of such subsidiary into the debtor; (iii) contribution into the capital of the debtor for cancellation; or (iv) cancellation and forgiveness. For Canadian Pre-Petition Intercompany Claims described in paragraphs 101(f)(i) and (ii), payments of interest accrued since the conversion or addition of interest described therein will be made before such claims are settled; and

(h) all intercompany claims between subsidiaries of Just Energy which are organized in the U.S. as set out in Appendix D to the Implementation Steps will be cancelled for no consideration on the business day before the Closing Date.

102. I am advised by counsel that the Implementation Steps allow intercompany accounts to be settled in a tax-efficient manner, consistent with the policy underlying the relevant provisions of the *Income Tax Act* (Canada).

103. The Reverse Vesting Order sought by the Just Energy Entities includes approval of the Implementation Steps by the CCAA Court. The Just Energy Entities are seeking approval of the Implementation Steps which, among other things, include the foregoing cancellation, surrender, settlement, and/or memorialization of intercompany obligations, interest payments, and

share/partnership unit transfers being undertaken prior to Closing of the Transaction, some of which may be prohibited by the Initial Order absent CCAA Court approval.

D. UPDATE ON ERCOT

104. As discussed in my August Affidavit, certain of the Just Energy Entities and Electric Reliability Council of Texas, Inc. ("**ERCOT**") are party to an adversary proceeding (the "**Adversary Proceeding**") filed in the U.S. Bankruptcy Court relating to actions taken by ERCOT during the winter storm in February 2021. The Adversary Proceeding seeks, among other things, to avoid obligations incurred, and to claw back payments made to ERCOT, by certain of the Just Energy Entities pursuant to section 36.1 of the CCAA.

105. At a hearing on June 27, 2022, the U.S. Bankruptcy Court, among other things, denied ERCOT's third motion to dismiss the Adversary Proceeding, including with respect to arguments based on (i) sovereign immunity, (ii) abstention, (iii) the filed-rates doctrine, and (iv) the PUCT as a necessary party (the "**June 27 Order**"). On July 19, 2022, ERCOT filed a notice of appeal of the June 27 Order and, by Order granted July 19, 2022, the U.S. Bankruptcy Court certified the June 27 Order for direct appeal to the U.S. Court of Appeals for the Fifth Circuit (the "**Fifth Circuit**") and recommended that the appeal be heard on an expedited basis.

106. Since the last update provided in my August Affidavit regarding the status of the Adversary Proceeding, ERCOT and two defendant-intervenors, Calpine Corporation and NRG Energy, Inc. (collectively, "**Appellants**"), jointly filed an unopposed petition asking the Fifth Circuit to accept direct review of ERCOT's appeal. The Fifth Circuit granted the Appellants' petition on August 16, 2022. A copy of the Fifth Circuit's Order is attached hereto as **Exhibit "N"**.

107. Since accepting direct review of ERCOT's appeal:

(a) on August 17, 2022, the Fifth Circuit entered an Order expediting the appeal and, in accordance with the foregoing, issued a letter on August 24, 2022 setting an expedited briefing schedule. A copy of the Fifth Circuit's Order dated August 17, 2022, and letter dated August 24, 2022 is attached hereto as **Exhibits "O"** and **"P"**, respectively; and

(b) on August 30, 2022, the Fifth Circuit entered an order granting a motion by the Appellants to stay the Adversary Proceeding pending the outcome of the appeal. A copy of the Order is attached hereto as **Exhibit "Q"**.

108. Oral argument in the appeal is scheduled to proceed before the Fifth Circuit on November 8, 2022. A continued status conference in the Adversary Proceeding is scheduled before the U.S. Bankruptcy Court on December 15, 2022.

109. In Canada, counsel to ERCOT and counsel to the Just Energy Entities have exchanged the following correspondence regarding the Adversary Proceeding and the Transaction since the Just Energy Entities served the SISP Motion on August 4, 2022:

(a) on August 15, 2022, counsel to ERCOT sent the correspondence attached hereto as **Exhibit "R"** expressing "concerns with the proposed transaction structure in the SISP Motion because of its implications for the Adversary Proceeding and the underlying energy contracts with ERCOT that are at issue in the Adversary Proceeding";

(b) by return correspondence on August 16, 2022, a copy of which is attached hereto as **Exhibit "S"**, counsel for the Just Energy Entities provided counsel to ERCOT with clarification regarding the customary use of reverse vesting orders in restructuring proceedings and the manner in which certain provisions in the

Transaction documents are intended to operate in the context of the Just Energy Entities' CCAA proceeding;

(c) on August 29, 2022, counsel to ERCOT sent responding correspondence disagreeing with various positions taken by the Just Energy Entities. A copy of ERCOT's responding correspondence is attached hereto as **Exhibit "T"**; and

(d) on September 2, 2022, counsel to the Just Energy Entities again wrote counsel to ERCOT providing additional clarification regarding the ongoing SISP and responding to various points raised by ERCOT's counsel. The Just Energy Entities' counsel advised counsel to ERCOT that, "The Just Energy Entities are currently focused on implementing the SISP for the benefit of all stakeholders. We continue to remain available to discuss any of the foregoing issues with you in an attempt to find a consensual resolution." Attached hereto as **Exhibit "U"** is a copy of counsel's correspondence.

110. Since provision of counsel's letter on September 2, 2022, I understand that counsel for the Just Energy Entities has had discussions with counsel for ERCOT in order to address, and in an effort to resolve, any concerns held by ERCOT with respect to the Transaction and the Reverse Vesting Order and the impact of same on the Adversary Proceeding.

E. UPDATES ON MISCELLANEOUS MATTERS

(a) Repayment of the DIP Facility

111. Following the receipt of proceeds from HB4492 (US$147.5 million) and conclusion of the summer months during which the Just Energy Entities' collateral posting requirements typically peak, the Just Energy Entities determined, in consultation with the Monitor, that it was prudent and in their best interests to initiate a voluntary repayment of a portion of the DIP Facility in order

to minimize ongoing interest and related costs. Accordingly, on September 26, 2022, the Just Energy Entities repaid US$70 million of outstanding principal under the DIP Facility. The Just Energy Entities also paid accrued interest and fees of US$3.9 million to the DIP Lenders which had been due on September 30, 2022.

112. The Just Energy Entities' partial repayment of the DIP Facility was approved by a joint resolution of the boards of directors (or other governing bodies, as applicable) of the Just Energy Entities on September 12, 2022.

(b) Update on Claims Process with NextEra

113. NextEra Energy Marketing, LLC ("**NextEra**") is a Commodity Supplier to certain of the Just Energy Entities and submitted a secured Claim pursuant to the Claims Procedure Order for outstanding amounts alleged to be owing to it. On June 13, 2022, the Monitor, in consultation with the Just Energy Entities, issued a notice of revision or disallowance ("**NORD**"), disallowing a portion of NextEra's claim. Following its receipt of the NORD, and in accordance with the Claims Procedure Order, on July 12, 2022, NextEra filed a Notice of Dispute of Revision or Disallowance. Approximately $7 million of NextEra's Claim remains in dispute between the parties.

114. While all ongoing claims review, claims determination and dispute resolution processes under the Claims Procedure Order were suspended in the SISP Approval Order pending further order of the CCAA Court, the Order carved out from the scope of such suspension Claims which necessarily had to be adjudicated to determine entitlement to proceeds to be distributed in accordance with a transaction completed pursuant to the SISP. The SISP Approval Order permitted the Just Energy Entities, with the consent of the Monitor, to refer such Claims to a Claims Officer or the Court for adjudication.

115. In accordance with the Claims Procedure Order and the SISP Approval Order and with the consent of the Monitor, the Just Energy Entities referred NextEra's disputed Claim to Mr. Edward

Sellers as Claims Officer for determination. A litigation timetable was agreed between the parties and approved by the Claims Officer. In accordance with such timetable, the Just Energy Entities and NextEra exchanged record productions and delivered their fact affidavits and expert reports.

116. The hearing of the dispute is scheduled before Mr. Sellers on October 25, 26 and 27, 2022, with written closing submissions to follow on November 4, 2022, and oral closing submissions on November 10, 2022.

F. EXTENSION TO THE STAY PERIOD

117. The Initial Order granted a Stay Period until and including March 19, 2021. The Stay Period has subsequently been extended to, most recently, October 31, 2022. In order to accommodate the scheduling of the hearing of the Vesting Order Motion on November 2, 2022, the Just Energy Entities intend to seek a short, 2 day stay extension from the CCAA Court to November 2, 2022 by written motion in the near term.

118. The Just Energy Entities are seeking to extend the Stay Period up to and including January 31, 2023. While the Just Energy Entities currently expect to close the Transaction prior to this date, the lengthier stay extension is being sought in recognition of the fact that the regulatory approval process is largely outside the control of the Purchaser and the Just Energy Entities and so a reasonable buffer is prudent to ensure sufficient breathing room is provided and the unnecessary costs of an additional motion are avoided.

119. The Just Energy Entities believe that the extension of the Stay Period is necessary and appropriate in the circumstances to permit the Just Energy Entities to:

(a) obtain all necessary Transaction Regulatory Approvals, complete all Implementation Steps and close the Transaction in accordance with the Transaction Agreement;

(b) seek the Vesting Recognition Order from the U.S. Bankruptcy Court, which has been tentatively scheduled for hearing before Judge Isgur on December 1, 2022;

(c) complete the adjudication process of NextEra's Claim in order to permit for all Priority Payments to be made pursuant to the Reverse Vesting Order; and

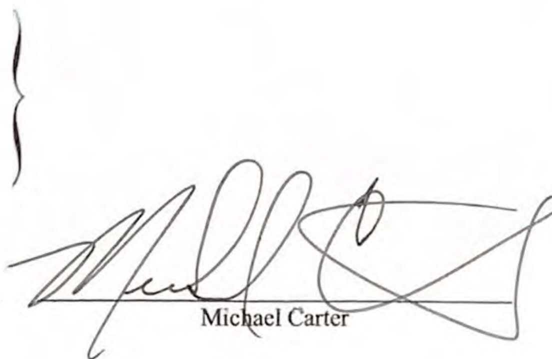
(d) permit the Just Energy Entities to attend to the various other CCAA and/or Chapter 15 matters that will arise in the course of the proceedings.

120. The Just Energy Entities have acted and continue to act in good faith and with due diligence in these CCAA proceedings. Since the last extension to the Stay Period on August 4, 2022, the Just Energy Entities have, among other things, implemented the SISP in accordance with the SISP Approval Order, finalized the Implementation Steps and other Definitive Documents with respect to the Transaction, prepared the Vesting Order Motion, and repaid a portion of the DIP Facility.

121. I understand that the Monitor's Twelfth Report will include, among other things, a cash flow forecast demonstrating that, subject to the underlying assumptions contained therein, the Just Energy Entities will have sufficient funds to continue their operations and fund these CCAA proceedings until January 31, 2023. I further understand that the Monitor's Twelfth Report will recommend that the Stay Period be extended.

SWORN BEFORE ME over video teleconference this 17th day of October, 2022 pursuant to O. Reg 431/20, Administering Oath or Declaration Remotely. The affiant was located in the Town of Sibley, in the State of Louisiana while the Commissioner was located in the City of Toronto, in the Province of Ontario. Tiffany Sun

Commissioner for Taking Affidavits
Miao Sun (LSO No. 84440N)



Michael Carter

THIS IS EXHIBIT Y REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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

Just Energy Group Inc. et al.

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

October 27, 2022

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Appendix "F" Fee Affidavit of John Higgins sworn October 25, 2022

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., 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**")

TWELFTH 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 (as collectively defined above, 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, (i) a stay of proceedings (the "**Stay of Proceedings**") was granted until March 19, 2021 (the "**Stay Period**"); (ii) the

protections of the Initial Order, including the Stay of Proceedings, were extended to certain subsidiaries of Just Energy that are partnerships (collectively with the Applicants, the "**Just Energy Entities**"); (iii) FTI Consulting Canada Inc. was appointed as Monitor of the Just Energy Entities (in such capacity, the "**Monitor**"); and (iv) the Court approved a debtor-in-possession interim financing facility in the maximum principal amount of US$125 million (the "**DIP Facility**") subject to the terms and conditions set forth in the financing term sheet (the "**DIP Term Sheet**") between the Just Energy Entities and Alter Domus (US) LLC, as administrative agent for the lenders (the "**DIP Lenders**") dated March 9, 2021.

3. The Initial Order was amended and restated on March 19, 2021 and May 26, 2021 (the "**Second ARIO**").

4. On March 9, 2021, Just Energy, in its capacity as foreign representative (in such capacity, the "**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.* 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, as may be further amended by the Court from time to time.

5. On September 15, 2021, the Court granted the Claims Procedure Order (the "**Claims Procedure Order**") that approved the claims process for the identification, quantification, and resolution of Claims (as defined in the Claims Procedure Order) as against the Just Energy Entities and their respective directors and officers (the "**Claims Process**").

6. By Order dated February 9, 2022, the Court denied, with reasons to follow, certain relief requested by Canadian counsel to U.S. counsel to Fira Donin and Inna Golovan in their

capacity as proposed representative plaintiffs in *Donin et al. v. Just Energy Group Inc. et al.* (the "**Donin Action**"), and Trevor Jordet in his capacity as proposed representative plaintiff in *Jordet v. Just Energy Solutions Inc.* (the "**Jordet Action**" and together with the Donin Action, the "**Donin/Jordet Actions**"). The Court's reasons were set out in the written reasons of Justice McEwen dated February 23, 2022 (the "**February Endorsement**"). Canadian counsel to U.S. counsel for the Donin/Jordet Actions filed a Notice of Motion for Leave to Appeal the February Endorsement to the Court of Appeal for Ontario on February 24, 2022 (the "**Motion for Leave to Appeal**"). The Just Energy Entities filed their response to the Motion for Leave to Appeal on April 29, 2022. On June 28, 2022, the Court of Appeal for Ontario dismissed the Motion for Leave to Appeal, with costs payable to Just Energy and the DIP Lenders.

7. On June 7, 2022, the Just Energy Entities brought a motion before the Court seeking a Meetings Order (the "**Meetings Order Motion**") to accept the filing of the Just Energy Entities' Plan of Compromise and Arrangement dated May 26, 2022 (the "**Plan**").

8. The Meetings Order Motion was opposed by Pariveda Solutions Inc. ("**Pariveda**") and the following other contingent litigation creditors (collectively, the "**Contingent Litigation Claimants**"): (i) counsel to the proposed representative plaintiffs in the Donin/Jordet Actions ("**Putative Class Action Counsel**"); (ii) counsel to the representative plaintiff on behalf of a certified class in *Haidar Omarali v. Just Energy Group et al*, Court File No. CV-15-52748300CP ("**Omarali Class Action**"); and (iii) 250 alleged claimants pursuing claims for alleged loss of business, personal injury and/or property damage arising out of the winter storms in Texas in February 2021.

9. On June 10, 2022, the Court released an Endorsement (the "**First Endorsement**") which granted the majority of the relief sought by the Just Energy Entities pursuant to the Meetings Order Motion. However, the Court denied certain of the Just Energy Entities' requested relief *vis-à-vis* the Contingent Litigation Claimants and directed a summary process be undertaken to determine the validity and value of the claims held by the Contingent Litigation Claimants and Pariveda.

10. On June 21 and 23, 2022, the Court released its second and third endorsements, which provided the reasons for the Orders and directions provided in the First Endorsement.

11. On July 4, 2022, both the representative plaintiff in the Omarali Class Action and Putative Class Action Counsel filed Notices of Motion for Leave to Appeal the First Endorsement.

12. As a result of the First Endorsement, and specifically the requirement to undertake a valuation process of the Claims held by the Contingent Litigation Claimants in advance of the proposed meetings of creditors to vote on the Plan, certain stakeholders withdrew their support of the Plan. Although the Just Energy Entities, in consultation with the Monitor, engaged in discussions with the Contingent Litigation Claimants and Pariveda with a view to preserving the Plan, no resolution was reached. The Just Energy Entities, the plan sponsor and supporting stakeholders instead pivoted to implementing a sales and investment solicitation process ("**SISP**") in accordance with a new Support Agreement dated August 4, 2022 (the "**SISP Support Agreement**").

13. On August 18, 2022, the Court granted an Order (the "**SISP Approval Order**") that, among other things, approved the SISP and SISP Support Agreement, suspended the Claims Process (subject to certain exceptions with the consent of the Monitor), and extended the Stay Period to October 31, 2022. On the same date, the Court released an endorsement (the "**SISP Endorsement**") that, among other things, directed the Monitor to supervise the exchange of information pursuant to the SISP in order to ensure that no bidder, including the stalking horse bidder, enjoyed an advantage that is unfair and/or could chill the market.

14. On September 19, 2022, the U.S. Court granted an Order recognizing and enforcing the SISP Approval Order and the Claims Procedure Order in the United States.

15. Given that the Stay Period is currently scheduled to expire on October 31, 2022 and the Applicants' motion for the Reverse Vesting Order and the Ancillary Order (as each term is defined below) is returnable on November 2, 2022, the Applicants served a motion record to the Service List (as defined below) on October 19, 2022 seeking a short two-day extension of the Stay Period to November 2, 2022 (to be heard in writing), and

requested any objections to be delivered by October 24, 2022. As no objections were received by such date, on October 25, 2022, the Monitor provided the proposed Order extending the Stay Period to the Court for execution.

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

17. Further information regarding the CCAA Proceedings, including all materials publicly filed in connection with these proceedings, is available on the Monitor's website at http://cfcanada.fticonsulting.com/justenergy/ (the "**Monitor's Website**").

18. 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, is available on the website of Omni Agent Solutions as the U.S. noticing agent of the Just Energy Entities at https://omniagentsolutions.com/justenergy.

19. All capitalized terms not otherwise defined herein have the meanings attributed to them in the Second ARIO, Claims Procedure Order, SISP Approval Order or proposed Reverse Vesting Order, as applicable.

PURPOSE

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

    (a) the Monitor's activities since the Monitor's Eleventh Report to the Court dated August 13, 2022 (the "**Eleventh Report**");

    (b) the relief sought by the Applicants in their proposed Order (the "**Reverse Vesting Order**"), including, among other things:

        (i) approving the purchase agreement (as amended, the "**Transaction Agreement**") dated August 4, 2022, between Just Energy and LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC, OC II LVS XIV LP, OC III LFE I LP and CBHT Energy I LLC (collectively, the "**Purchaser**") and the transactions contemplated therein (the "**Transaction**") with such further

minor amendments as Just Energy and the Purchaser may deem necessary, and as may be approved by the Monitor;

(ii) ordering that, upon the delivery of the Monitor's certificate certifying that, among other things, all conditions to closing of the Transaction have been satisfied or waived, the following shall be deemed to occur:[1]

(1) the Excluded Assets (as defined herein) shall be transferred to and vested in two residual companies (together, the "**ResidualCos**"), one for Excluded Assets with respect to Acquired Entities formed or incorporated in the United States and one for Excluded Assets with respect to Acquired Entities formed or incorporated outside of the United States and, in each case, all claims and encumbrances shall continue to attach to such Excluded Assets;

(2) all Excluded Contracts and Excluded Liabilities of the Acquired Entities shall be transferred to and vested in the ResidualCos, and the Acquired Entities shall be forever discharged and released from such Excluded Contracts and Excluded Liabilities and related claims and encumbrances;

(3) all right, title and interest in and to the Purchased Interests will vest absolutely in the Purchaser and all Assumed Liabilities will continue as provided under the Transaction Agreement;

(4) all equity interests of Just Energy and Just Energy (U.S.) Corp. ("**JEUS**") existing prior to the commencement of the Implementation Steps will be deemed terminated and cancelled or redeemed as provided in the Implementation Steps and the Articles of Reorganization, as applicable;

(5) the Acquired Entities will cease to be Applicants in these CCAA Proceedings and will be released from the Second ARIO and all

[1] All capitalized terms used in this sub-paragraph are as defined in the Transaction Agreement unless otherwise noted.

other Orders granted in the CCAA Proceedings (excluding the Reverse Vesting Order); and

(6) the ResidualCos will be added as Applicants to these CCAA Proceedings;

(iii) from and after the Effective Time, barring all Persons from commencing or continuing any step or proceeding against the Purchaser or the Acquired Entities relating to the Excluded Assets, the Excluded Liabilities, or any other claim, obligation or matter waived, released or discharged pursuant to the Reverse Vesting Order;

(iv) directing the satisfaction of the applicable priority payments in accordance with the Transaction Agreement;

(v) granting certain releases and exculpations with respect to the current and former directors, officers, employees, legal counsel and advisors of the Just Energy Entities and the ResidualCos, the Monitor and its legal counsel, the Purchaser and its current and former directors, officers, employees, legal counsel and advisors, and the Credit Facility Agent and the Credit Facility Lenders and their respective current and former directors, officers, employees, legal counsel and advisors from the Released Claims; and

(vi) ordering that, at the Effective Time, the title of the CCAA Proceedings will be changed to delete the names of the Applicants and add the names of the two ResidualCos;

(c) the relief sought by the Applicants in their proposed Order (the "**Ancillary Order**"), including, among other things:

(i) upon the closing of the Transaction, expanding the powers of the Monitor in these CCAA Proceedings;

(ii) extending the Stay Period to and including January 31, 2023;

(iii) approving the activities and conduct of the Monitor, the Supplement to the Eleventh Report of the Monitor dated October 3, 2022 (the "**Supplement**

to the Eleventh Report”), this Twelfth Report, and the fees and disbursements of the Monitor and its Canadian and U.S. counsel;

(iv) directing that all copies of the Notices of Intention received by the Just Energy Entities in the SISP be treated as confidential and sealed, pending further order of this Court; and

(d) the Monitor’s recommendations in respect of the foregoing, as applicable.

TERMS OF REFERENCE AND DISCLAIMER

21. In preparing this Twelfth 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**”).

22. Except as otherwise described in this Twelfth 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 Twelfth Report in a manner that would comply with the procedures described in the *Chartered Professional Accountants of Canada Handbook*.

23. The Monitor has prepared this Twelfth Report to provide information to the Court in connection with the relief requested by the Applicants. This Twelfth Report should not be relied on for any other purpose.

MONITOR’S ACTIVITIES SINCE THE ELEVENTH REPORT

24. In accordance with its duties as outlined in the Second ARIO, the Claims Procedure Order and its prescribed rights and obligations under the CCAA, the activities of the Monitor since the Eleventh Report have included the following:

   (a) delivering to the Just Energy Entities, with a copy to the Service List (as defined below), a letter dated August 25, 2022 that confirmed certain information-sharing protocols and the Monitor’s understanding of its duties in relation to the SISP and in accordance with the SISP Endorsement. A copy of the letter is attached as **Appendix “A”** hereto;

   (b) participating in regular and frequent discussions with the Just Energy Entities, their legal counsel and other advisors regarding, among other things, the SISP, the CCAA Proceedings, and the Claims Procedure, including a detailed review of each development pursuant to the SISP;

   (c) preparing the Supplement to the Eleventh Report, which included an updated cash flow forecast for the 7-week period ending November 5, 2022 as a result of the Just Energy Entities’ voluntary US$70 million partial repayment of the DIP Facility (plus accrued interest and fees). A copy of the Supplement to the Eleventh Report is attached as **Appendix “B”** hereto;

   (d) participating in discussions with the DIP Lenders and other key stakeholders, and their respective legal counsel and other advisors regarding, among other things, the SISP;

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

   (f) working with the Just Energy Entities, their advisors, and the Monitor’s counsel, as applicable, to, among other things:

      (i) provide stakeholders with financial and other information as appropriate in the circumstances;

      (ii) monitor the status of the SISP, including the solicitation process thereof and expressions of interest following therefrom; and

(iii) ensure compliance with the requirements of regulators in applicable jurisdictions;

(g) attending meetings of the Board of Directors of Just Energy, and various committees thereof;

(h) responding to stakeholder inquiries regarding the CCAA Proceedings generally;

(i) observing the developments and steps taken by the parties with respect to the adjudication of the Claim filed by NextEra Energy Marketing, LLC ("**NextEra**"), a portion of which is disputed by the Just Energy Entities, and providing assistance to the Claims Officer where requested;

(j) engaging with counsel to certain of the Contingent Litigation Claimants relating to the SISP and related matters;

(k) posting monthly reports on the value of the Priority Commodity/ISO Obligations to the Monitor's Website in accordance with the terms of the Second ARIO;

(l) maintaining the service list for the CCAA Proceedings (the "**Service List**") with the assistance of counsel for the Monitor, a copy of which is posted on the Monitor's Website; and

(m) preparing this Twelfth Report.

RESULTS OF THE SISP

25. As a result of the withdrawal of support for the Plan by key stakeholders, the SISP emerged as the only viable going concern strategy available to the Just Energy Entities. As described in its Eleventh Report, the Monitor was involved in the development of the SISP and views the SISP as a reasonable process that will facilitate a fair, final and timely termination of these CCAA Proceedings, which proceedings have experienced delays at times resulting in enhanced costs. The SISP was ultimately approved by the Court after extensive consultation with many of the Just Energy Entities' key stakeholders, and general notification via service of the proposed SISP Order (at that time) and related materials to the Service List for the CCAA Proceedings.

26. The SISP was backstopped by the Transaction in the form of a stalking horse purchase agreement, which provided additional critical certainty to the Just Energy Entities and their stakeholders (including, importantly, their employees) of finality by way of a going concern transaction for effectively all of the Just Energy Entities' business and also set a floor price for prospective bidders that could optimize the amount of any winning bid.

27. The Monitor has been involved in the supervision and monitoring in all stages of the SISP, including as follows:

    (a) reviewing the list of outreach parties prepared by BMO Nesbitt Burns Inc., as financial advisor to the Just Energy Entities in these CCAA Proceedings (the "**Financial Advisor**") as well as the Financial Advisor's SISP outreach strategy and implementation generally, including communication materials;

    (b) reviewing the contents of, and monitoring the activity in, the data room containing diligence information relating to the SISP prepared by the Financial Advisor and the Just Energy Entities;

    (c) attending meetings and calls with, and being a party to email correspondence between, the Just Energy Entities and the Financial Advisor with interested parties; and

    (d) staying apprised of all material developments *vis-à-vis* prospective bidders and monitoring the sharing of confidential information in accordance with the SISP Endorsement, including revocation of access to the data room where necessary.

28. The Monitor confirms that the Just Energy Entities and their professional advisors complied with the requirements established by the Monitor for information sharing in the August 25, 2022 letter during the SISP.

29. The Just Energy Entities received four NOIs from potential third-party purchasers pursuant to the SISP. A NOI was not received from Putative Class Action Counsel and, subsequent to the NOI Deadline on September 8, 2022, the Monitor participated in a call with Putative Class Action Counsel, the Financial Advisor, and counsel to the Just Energy Entities to confirm that their clients were not participating in the SISP, which was confirmed.

30. By September 22, 2022, only one interested third-party remained actively involved in the SISP. The Financial Advisor invited the remaining party to submit a Qualified Bid, but on October 13, 2022, such party confirmed that they saw no value beyond the stalking horse bid (i.e. no value beyond the amount required to pay secured and priority claims) and, accordingly, would not be submitting a bid. The Transaction is therefore the only going concern transaction available to the Just Energy Entities.

31. In the Monitor's view, the SISP was thorough, far-reaching, and provided sufficient time and opportunity for interested third-parties to be involved and carry out necessary due diligence required to form a view on the opportunity and submit a bid. The SISP was extensively advertised, with Just Energy issuing a press release on August 5, 2022, EnergyChoiceMatters.com publishing an article on August 5, 2022 and Just Energy publishing notices advising of the filing of the motion to approve the SISP in the Wall Street Journal (on August 12, 2022) and in The Globe and Mail (National Edition) (on August 13, 2022) – all of which was in addition to the solicitation efforts undertaken by the Financial Advisor and the third parties contacted directly by the Financial Advisor.

32. The SISP occurred as part of these lengthy and well-publicized CCAA Proceedings known well by industry participants. Extensive solicitation efforts also predated these proceedings by way of a prior strategic review and sale process undertaken by Just Energy – all as described in detail in prior Monitor's reports and the various affidavits of Michael Carter including the affidavit sworn October 17, 2022.

THE TRANSACTION

Overview

33. The effect of the Transaction is that, following closing, the Purchaser will own all of the issued and outstanding shares of JEUS. In turn, JEUS will own all of the issued and outstanding shares of Just Energy and the Acquired Entities. The Just Energy Entities will continue to control and own their assets (other than Excluded Assets) and will continue to be liable for their respective Assumed Liabilities.

34. All secured debt and specified priority payables will be satisfied in full or retained. Specifically, on closing, Just Energy will pay from the cash portion of the Purchase Price and other cash on hand:

(a) all obligations secured by the Administration Charge, the FA Charge, the KERP Charge and the DIP Charge;

(b) the amount necessary to satisfy each claim of a Government Entity of the kind defined in section 6(3) of the CCAA, if any;

(c) the Credit Facility Claim less the Credit Facility Remaining Debt, if any; and

(d) each Commodity Supplier's Commodity Supplier Claim that is an Accepted Claim pursuant to the Claims Procedure Order.

35. A $1.9 million administrative reserve will be paid to the Monitor in trust (the "**Administrative Reserve**") for payment of the reasonable fees and costs of the Monitor and its professional advisors and the professional advisors of the Just Energy Entities for services performed prior to and after the Closing Date, including the costs to wind-down and/or dissolve and/or bankrupt each ResidualCo. Any unused portion of the Administrative Reserve will be returned to Just Energy.

36. The Transaction does not provide for any recoveries to General Unsecured Creditors. Save for the Administrative Reserve, no funds are available to create any other reserve for amounts secured by the Court-ordered charges.

37. The Transaction stipulates a "**Closing Date**" that is the earlier of five business days after the closing conditions are satisfied and December 14, 2022 (expected to be extended to December 16, 2022 in accordance with amendments to the Transaction Agreement under consideration by Just Energy and the Purchaser), or such later date agreed to by Just Energy and the Purchaser in writing in consultation with the Monitor (the "**Outside Date**"). Given the possible delays relating to obtaining Transaction Regulatory Approvals and the filing of Energy Regulator Notices, an automatic 60-day extension of the Outside Date is contemplated in the event any such approval or filing has not been obtained or completed by the Outside Date.

38. Following closing, the Just Energy Entities will exit the CCAA and Chapter 15 proceedings and continue in the normal course thereafter. The two ResidualCos will hold all Excluded Assets and Excluded Liabilities of the Just Energy Entities and will become Applicants in the CCAA Proceedings.

39. An overview of the key commercial terms of the Transaction are as follows:

(a) the Purchase Price to be paid by the Purchaser under the Transaction Agreement consists of:

(i) US$184.9 million in cash, plus up to an additional C$10 million in the event and to the extent additional funds are required to pay all amounts to be paid by the Just Energy Entities pursuant to the Transaction Agreement and the Reverse Vesting Order;

(ii) a credit bid of the BP Commodity/ISO Services Claim (in the value of US$252.7 million, including accrued interest to November 30, 2022), in return for the issuance of the newly issued preferred shares of JEUS; and

(iii) the assumption of the Assumed Liabilities, including:

(1) all Post-Filing Claims, being any or all liability, or obligation of the Just Energy Entities of any kind that arises during and in respect of the period commencing on the Filing Date in respect of services rendered or supplies provided to the Just Energy Entities; provided that such amounts are not a Restructuring Period Claim, a Restructuring Period D&O Claim or the subject of any claim filed in the Claims Process (excluding any secured or priority claims specifically contemplated to be paid or retained as part of the Transaction);

(2) any and all indemnification obligations of the Just Energy Entities to current and former directors, officers, and/or other persons employed or previously employed by the Just Energy Entities;

(3) Energy Regulator Claims relating to the Just Energy Entities;

(4) tax liabilities of the Just Energy Entities for any tax period or the portion thereof beginning on or after the Filing Date (subject to the various exclusions noted in the Transaction Agreement);

(5) all Cash Management Obligations and Employee Priority Claims; and

(6) all Claims of the Texas Comptroller of Public Accounts that have been accepted pursuant to the Claims Procedure Order;

(b) on or before the Closing Date, the Just Energy Entities will take certain steps (collectively, the "**Implementation Steps**") to permit the Transaction to proceed in a tax-efficient manner, including settling certain intercompany indebtedness and other reorganization steps. The Monitor has discussed the Implementation Steps with the Just Energy Entities and understands the rationale for such steps, which are primarily tax driven;

(c) on the Closing Date, pursuant to the terms of the Transaction Agreement and the Reverse Vesting Order:

(i) the Purchaser will acquire all of the newly issued common and preferred shares of JEUS free and clear of all encumbrances, other than Permitted Encumbrances (the "**New JEUS Shares**"). All equity interests of JEUS outstanding prior to the issuance of the New JEUS Shares will be cancelled and the New JEUS Shares will represent 100% of the outstanding equity interests of JEUS following their issuance;

(ii) JEUS will subscribe for and Just Energy will issue to JEUS newly issued common shares of Just Energy (the "**New JE Shares**"). All equity interests of Just Energy outstanding prior to the issuance of the New JE Shares will be cancelled and the New JE Shares will represent 100% of the outstanding equity interests of Just Energy following their issuance;

(iii) Just Energy will be delisted and none of the Just Energy Entities will be a reporting issuer (or equivalent thereof) under any Canadian or U.S. securities laws;

(iv) the Just Energy Entities will cease to be Applicants in the CCAA Proceedings and will be released from the purview of the Second ARIO and all Orders of the Court granted in the CCAA Proceedings other than the Reverse Vesting Order;

(v) the Just Energy Entities will continue to be liable for the Assumed Liabilities;

(vi) all Excluded Assets and Excluded Liabilities will be assigned to and vested in the ResidualCos, following which the ResidualCos will become Applicants in the CCAA Proceedings;

(1) such "Excluded Liabilities" include, among other things, pre-filing claims, unsecured litigation claims (including the Contingent Litigation Claims), and intercompany obligations which do not continue pursuant to the Implementation Steps;

(2) such "Excluded Assets" are expected to include (in accordance with amendments to the Transaction Agreement under consideration by Just Energy and the Purchaser), among other things: (A) the tax records and returns, and books and records pertaining solely to any of the Excluded Assets or Excluded Liabilities (which will continue to be held by the Just Energy Entities and provided to ResidualCos upon request); (B) the Excluded Contracts; (C) all written information or records that are solely related to any Excluded Asset or Excluded Liability; (D) the Excluded Entities; (E) any rights of the ResidualCos under the Transaction documents; and (F) the Administrative Reserve;

(d) in addition, on the Closing Date:

(i) the Credit Facility Lenders, JEUS and Just Energy Ontario L.P. ("**JEO**") will enter into a tenth amended and restated credit agreement (the "**New Credit Agreement**") pursuant to which a first lien revolving credit facility in the amount of $250 million will be made available to JEUS and JEO; and

(ii) a seventh amended and restated intercreditor agreement by, among others, the Just Energy Entities, National Bank of Canada, as collateral agent, the Credit Facility Agent, and the applicable Commodity Suppliers, will be entered into.

40. The Monitor has considered the factors set out in section 36(3) of the CCAA. The Monitor understands that the Transaction will, among other things, preserve the ongoing employment of most of the Just Energy Entities' employees, provide for the uninterrupted supply of energy to the Just Energy Entities' almost one million customers, and maintain critical relations with market regulators across Canada and the United States, commodity suppliers, trade creditors, and other counterparties. In addition, the Transaction will satisfy or result in an assumption of all secured claims and priority payables and permit the Just Energy Entities to exit these CCAA proceedings with a significantly deleveraged balance sheet and a $250 million New Credit Facility. Accordingly, the Monitor supports the relief requested.

REVERSE VESTING ORDER

Overview

41. The Transaction is to be implemented pursuant to a Reverse Vesting Order. The need for a Reverse Vesting Order in the circumstances follows from the heavily regulated nature of the Just Energy Entities' business. The value of the Just Energy Entities' business is entirely dependent on the Just Energy Entities maintaining a significant number of non-transferrable licenses and authorizations in numerous states and provinces that permit their continued operation in Canada and the United States. There are also agreements with over 100 public utility bodies which are required for the Just Energy Entities to provide natural gas and electricity in certain markets to their customers. Without such licences, authorizations and agreements, the Just Energy Entities would be barred from operating within the applicable jurisdictions.

42. While certain regulators that issued the licences or approvals may permit the transfer of such licenses or approvals with the consent of the regulator, the cost, delay and risk relating to requesting the approval of any such transfers would imperil the Transaction

and risk a lengthy extension with related costs to these CCAA Proceedings to the potential detriment of stakeholders of the Just Energy Entities.

43. The Monitor has considered the potential impact on stakeholders that the Reverse Vesting Order structure may have. In the circumstances, any potential prejudice to individual creditors is far outweighed by the benefit of the transaction as a whole.

44. A Reverse Vesting Order is the only efficient means to ensure that all such licenses, authorizations, and agreements are available to and apply in respect of the Just Energy Entities post-closing in an efficient manner, ensuring the Just Energy Entities can continue as a going concern.

45. In addition, absent the granting of the Reverse Vesting Order:

(a) certain U.S. tax attributes that are currently for the benefit of the Just Energy Entities would be unable to be utilized in the go-forward business; and

(b) certain hedge contracts and derivative instruments held by the Just Energy Entities, which are fundamental to the Just Energy Entities' ability to effectively operate would likely be lost.

46. Accordingly, the Monitor is of the view that the Reverse Vesting Order represents the only viable alternative to implement the Transaction for the benefit of the Just Energy Entities' stakeholders and therefore supports the relief requested.

Releases

47. The proposed Reverse Vesting Order includes releases in favour of the "Released Parties", which is defined to include (i) current and former directors, officers, employees, counsel and advisors of the Just Energy Entities or ResidualCos, (ii) the Monitor and its counsel, (iii) the Purchaser and its current and former directors, officers, employees, counsel and advisors, and (iv) the Credit Facility Agent and Credit Facility Lenders and their respective current and former directors, officers, employees, counsel and advisors. The full scope of the release provisions are set out in the proposed Reverse Vesting Order and should be read in conjunction with this Twelfth Report.

48. The Released Parties will be released by the "Releasing Parties" (which is defined to include any and all Persons (other than the Just Energy Entities and their respective current and former affiliates)) from any and all present and future claims of any nature or kind whatsoever based in whole or in part on any act or omission, transaction or dealing or other occurrence existing or take place on prior to the Effective Time in respect of (i) the Just Energy Entities and their business, operations and administration and the CCAA Proceedings and/or Chapter 15 Proceedings, or (ii) the Transaction Agreement and related closing documents (the "**Released Claims**").

49. The Released Parties will also be released by the Just Energy Entities (and their respective current and former affiliates) in respect of any Released Claims that may be held at the Effective Time, however, such Released Claims do not include any claim (or defences) relating to any contracts, leases, agreements, licenses, bank accounts or banking relationships, accounts receivable, invoices or other ordinary course obligations that remain in effect following the Effective Time.

50. The following claims are excluded from being released under the proposed Reverse Vesting Order: (i) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, or (ii) any obligations of any of the Released Parties under or in connection with the Transaction Agreement and related closing documents.

51. In the view of the Monitor, having considered the facts of the situation, each of the Released Parties have, in some meaningful way, contributed to the Transaction and the successful restructuring of the Just Energy Entities. Further, it is the Monitor's understanding, based on the advice of counsel, that it is customary to include such releases in reverse vesting orders. The Monitor also understands that the release in favour of the Directors and Officers is necessary to allow for the release of the D&O Charge, which in turn is necessary to allow the Transaction to close.

52. Accordingly, the Monitor is of the view that the proposed releases are reasonable, and not overly broad, in the circumstances, and supports the relief requested by the Just Energy Entities.

The Ancillary Order and the Monitor's Enhanced Powers

53. The Just Energy Entities are also seeking the Ancillary Order, which expands the powers of the Monitor. As mentioned above, upon the Effective Time, all Excluded Liabilities and Excluded Assets will be transferred to and vest in the ResidualCos, and each of the ResidualCos will be added as applicants in the CCAA Proceedings. Given that the remaining Acquired Entities will, as at the Effective Time, no longer be Applicants in the CCAA Proceedings, the proposed Ancillary Order expands the authority and powers of the Monitor so it can assist with the wind down of the ResidualCos.

54. Specifically, the Ancillary Order authorizes and empowers, but does not require, the Monitor to, among other things, (i) cause the ResidualCos to take any and all actions and steps, and execute agreements and documents on behalf of the ResidualCos, (ii) exercise any power which may be properly exercised by any board of directors of the ResidualCos, (iii) engage, retain or terminate, either directly or on behalf of the ResidualCos, services of any officers, employee, consultant, agent, or other person or entities as the Monitor deems necessary, (iv) exercise any shareholder, partnership, joint venture or other rights of any of the ResidualCos, (v) assign any of the ResidualCos into bankruptcy, and the Monitor is entitled (but not obligated) to act as a trustee in such bankruptcies, (vi) cause the dissolution or winding-up of any of the ResidualCos, and (vii) act as an authorized representative of the ResidualCos in respect of dealings with any Taxing Authority.

55. The proposed Ancillary Order also provides for customary exclusions of liability of the Monitor in performing its duties, responsibilities and roles thereunder.

56. The authority granted to the Monitor in the proposed Ancillary Order will ensure that the Monitor has the requisite authority to deal with the winding-down of the ResidualCos in an orderly and efficient manner. As a result, the Monitor is of the view that the relief provided in the Ancillary Order is appropriate in the circumstances.

LIQUIDATION ANALYSIS

57. The Monitor notes that, under the CCAA, it is not a requirement to conduct a liquidation analysis when a debtor company is seeking to effect a sale transaction pursuant to a vesting order. However, the Applicants, as assisted by the Monitor, commenced preparation of a liquidation analysis when they were pursuing approval of the Plan. The Applicants, with the assistance of the Monitor, have updated this analysis.

58. Based upon the updated liquidation analysis, the Applicants have concluded that, not only would a liquidation produce no recovery for unsecured creditors, but it would result in a shortfall to secured creditors. The Monitor concurs with this view.

UPDATE ON ERCOT LITIGATION

59. As noted in the Monitor's previous reports to the Court, the Just Energy Entities disputed the resettlement payments that the Just Energy Entities were required to pay to ERCOT as a result of the inflated prices it was charged during the Texas weather event. The Monitor also noted that ERCOT dismissed one of the disputes filed by the Just Energy Entities, which triggered an alternative dispute resolution process.

60. As previously noted by the Monitor, the Just Energy Entities commenced litigation against ERCOT and the Public Utility Commission of Texas (the "**PUCT**") on November 12, 2021, in an effort to recover payments made by various Just Energy Entities to ERCOT for certain invoices relating to the Texas weather event in February 2021 (the "**ERCOT Litigation**"). The claim against the PUCT was dismissed by the U.S. Bankruptcy Court. Further, the Monitor noted that it intends to be actively involved in supporting the ERCOT Litigation.

61. At a hearing on April 4, 2022 on ERCOT's second motion to dismiss, the U.S. Bankruptcy Court requested that the parties seek direction from the Court with respect to the proper party in interest to advance certain claims.

62. By endorsement dated May 5, 2022 (the "**Section 36.1 Endorsement**"), the Court determined that Just Energy (as foreign representative) and other Just Energy Entities, as the case may be, were authorized and empowered to pursue the Section 36.1 Claims

in the Adversary Proceeding, *nunc pro tunc*, with the Monitor being authorized and directed to take whatever actions and steps it deemed advisable to assist and supervise the Just Energy Entities with respect to the prosecution of the Section 36.1 Claims in the Adversary Proceeding. The Section 36.1 Endorsement and related Order were given full force and effect in the United States pursuant to an Order of the U.S. Bankruptcy Court entered on July 19, 2022.

63. On June 9, 2022, the U.S. Bankruptcy Court held a continued hearing on ERCOT's motion to dismiss the First Amended Complaint. At that hearing, the U.S. Bankruptcy Court dismissed Count 3 (Transfer at Undervalue - CCAA (section 36.1), BIA (section 96)). The Bankruptcy Court also dismissed Counts 1 and 2 (Preference - CCAA (section 36.1), BIA (section 95)) with leave to replead those Counts to identify with more specificity the individual obligations and transfers at issue. At that time, the U.S. Bankruptcy Court deferred ruling on ERCOT's other arguments.

64. On June 14, 2022, the Just Energy Entities filed a second amended complaint (the "**Second Amended Complaint**"). The Second Amended Complaint contains the same Counts as the First Amended Complaint, except for Count 3 (Transfer at Undervalue - CCAA (section 36.1), BIA (section 96)), which was omitted.

65. On June 21, 2022, ERCOT filed a third motion to dismiss the Second Amended Complaint. At a hearing on June 27, 2022, the U.S. Bankruptcy Court granted ERCOT's motion in part: (i) dismissing Count 6 (Setoff, Recoupment); and (ii) striking certain allegations from the Second Amended Complaint. The U.S. Bankruptcy Court denied ERCOT's motion in all other respects, including with respect to arguments based on sovereign immunity, abstention, the filed-rates doctrine, and that the PUCT was a necessary party (the "**July 6, 2022 Order**"). A table summarizing the foregoing is provided below:

Count	**June 9 Hearing**	**June 27 Hearing**
Count 1 (Preference (Obligations) CCAA (s. 36.1), BIA (s. 95)	Dismissed with leave to replead	Upheld
Count 2 (Preference (Transfers) - CCAA (s. 36.1), BIA (s. 95))	Dismissed with leave to replead	Upheld

Count 3 (Transfer at Undervalue - CCAA (s. 36.1), BIA (s. 96))	Dismissed	Omitted from Second Amended Complaint
Count 4 (Recovering Proceeds - CCAA (s. 36.1), BIA (s. 98))	Deferred determination	Upheld
Count 5 (Turnover - 11 U.S.C. § 542(a))	Deferred determination	Upheld
Count 6 (Setoff, Recoupment)	Deferred determination	Dismissed

66. During the hearing on June 27, 2022, counsel for ERCOT informed the U.S. Bankruptcy Court that ERCOT intended to seek a direct appeal of certain aspects of the U.S. Bankruptcy Court's ruling to the U.S. Court of Appeals for the Fifth Circuit (the "**Court of Appeals**"). On July 19, 2022, ERCOT filed a notice of appeal of the July 6 Order and, by Order entered July 19, 2022, the U.S. Bankruptcy Court certified the July 6, 2022 Order for direct appeal to the Fifth Circuit and recommended that the appeal by heard on an expedited basis. On July 19, 2022 Just Energy, ERCOT and certain Intervenors filed in the U.S. Bankruptcy Court a Certification to the Court of Appeals that a circumstance specified in 28 U.S.C. § 158(d)(2) exists supporting certification to the Court of Appeals.

67. On July 27, 2022 ERCOT and the Intervenors filed an Unopposed Petition for Direct Appeal Under 28 U.S.C. § 158(d)(2) (the "**Motion for Direct Appeal**") with the Court of Appeals. Also, on July 27, 2022 Just Energy filed with the Court of Appeals Respondents' Unopposed Motion to Expedite Appeal ("**Motion to Expedite Appeal**"). On August 16, 2022, the Court of Appeals granted the Motion for Direct Appeal, and on August 17, 2022, the Court of Appeals granted the Motion to Expedite Appeal.

68. On August 17, 2022, ERCOT and the Intervenors filed a Motion for Stay Pending Resolution of Sovereign Immunity Appeal, which the Court of Appeals granted on August 30, 2022 over Just Energy's objection. ERCOT and the Intervenors filed a Notice of Stay in the U.S. Bankruptcy Court on August 30, 2022.

69. ERCOT and the Intervenors filed their brief with the Court of Appeals on September 21, 2022. The PUCT filed a brief as amicus curiae with the Court of Appeals in support

of ERCOT and the Intervenors' brief on September 28, 2022. The Just Energy entities filed their answering brief with the Court of Appeals on October 12, 2022. ERCOT and the Intervenors filed their reply brief with the Court of Appeals on October 26, 2022. The appeal is set for oral argument on Tuesday, November 8, 2022.

70. The timeline to resolution and likelihood of success of this litigation is unknown. Recoveries from such litigation, if any, could take years to realize.

UPDATE ON CLAIMS OFFICER ADJUDICATION

NextEra Claim

71. As mentioned in the Eleventh Report, pursuant to the Claims Procedure Order, the Just Energy Entities have engaged the Claims Officer to adjudicate the Disputed Claim filed by NextEra, given that such Claim is a secured Claim and is required to be paid pursuant to the Transaction Agreement. Approximately $7 million of NextEra's Claim remains in dispute between the parties.

72. Since the Eleventh Report, the Monitor has attended numerous case conferences before the Claims Officer, with counsel to the Just Energy Entities, NextEra and the DIP Lenders in attendance. In accordance with the litigation timetable regarding the adjudication of such Claim, each of NextEra and the Just Energy Entities have exchanged productions and delivered their fact affidavits and expert reports.

73. The hearing of the dispute occurred before the Claims Officer on October 25, 26 and 27, 2022, with written closing submissions to follow on November 7, 2022, and oral closing submissions on November 10, 2022.

Donin/Jordet Actions

74. As mentioned in the Monitor's previous reports to the Court, on March 3, 2022, the Court granted an Order appointing the Honourable Justice Dennis O'Connor as Claims Officer with respect to the adjudication of the Donin/Jordet Actions. Although that adjudication process had commenced, which the Monitor supervised and assisted where requested, such adjudication has been suspended in light of the suspension of the Claims Process pursuant to the SISP Order. Given that, under the Transaction, there will be no

proceeds of sale available to General Unsecured Creditors, there is no intention to continue such adjudication.

RECEIPTS AND DISBURSEMENTS FOR THE 4-WEEK PERIOD ENDED OCTOBER 15, 2022

75. The Just Energy Entities' actual net cash flow for the 4-week period from September 18, 2022 to October 15, 2022, was approximately $55.0 million better than the Cash Flow Forecast appended to the Supplement to the Eleventh Report of the Monitor (the "**Revised August 2022 Cash Flow Forecast**"), as summarized below:

(CAD$ in millions)	Forecast 4-Week Total	Actuals 4-Week Total	Variance 4-Week Total
RECEIPTS			
Sales Receipts	$288.1	$285.7	($2.4)
Miscellaneous Receipts	-	6.9	6.9
Total Receipts	$288.1	$292.6	$4.5
DISBURSEMENTS			
Operating Disbursements			
Energy and Delivery Costs	($350.2)	($304.8)	$45.4
ERCOT Resettlements	-	-	-
Payroll	(11.3)	(10.9)	0.4
Taxes	(13.7)	(8.2)	5.5
Commissions	(16.3)	(8.9)	7.4
Selling and Other Costs	(9.4)	(10.6)	(1.2)
Total Operating Disbursements	($400.8)	($343.3)	$57.5
OPERATING CASH FLOWS	($112.7)	($50.7)	$62.0
Financing Disbursements			
Credit Facility - Borrowings / (Repayments)	($88.9)	($96.0)	($7.1)
Interest Expense & Fees	(8.5)	(8.7)	(0.2)
Restructuring Disbursements			
Professional Fees	(5.0)	(4.7)	0.3
NET CASH FLOWS	**($215.1)**	**($160.0)**	**$55.0**
CASH			
Beginning Balance	$447.5	$447.5	$ -
Net Cash Inflows / (Outflows)	(215.1)	(160.0)	55.0
Other (FX)	-	8.2	8.2
ENDING CASH	**$232.4**	**$295.7**	**$63.3**

76. Explanations for the main variances in actual receipts and disbursements as compared to the Revised August 2022 Cash Flow Forecast are as follows:

(a) The unfavourable variance of approximately $2.4 million in Sales Receipts is primarily due to normal course week-over-week fluctuations in collections comprised of the following:

(i) an unfavourable variance of approximately $4.7 million in respect of U.S. residential customers;

(ii) a favourable variance of approximately $1.3 million in respect of U.S. commercial customers; and

(iii) a favourable variance of approximately $1.0 million in respect of Canadian residential and commercial customers;

(b) The temporary favourable variance of approximately $6.9 million in Miscellaneous Receipts is due to the receipt of sales tax refunds from the Canada Revenue Agency earlier than forecasted;

(c) The favourable variance of approximately $45.4 million in respect of Energy and Delivery Costs is primarily driven by the following:

(i) An unfavourable variance of approximately $4.0 million due to higher commodity payments driven by normal course market fluctuations;

(ii) A temporary favourable variance of approximately $51.7 million primarily due to cash collateral requirements with ERCOT and other commodity suppliers being posted after the 4-week forecast period rather than during; and

(iii) An unfavourable variance of approximately $2.4 million due to higher than forecast transportation and delivery payments driven by normal course fluctuations;

(d) The favourable temporary variance of approximately $5.5 million in respect of Taxes is primarily due to normal course fluctuations in the timing of tax payments being made after the weeks covered by the Revised August 2022 Cash Flow Forecast instead of during the last week of that forecast as contemplated;

(e) The favourable temporary variance of approximately $7.4 million in respect of Commissions is primarily due to payments forecasted to be made in the last week of the Revised August 2022 Cash Flow Forecast being paid after the Revised August 2022 Cash Flow Forecast;

(f) The unfavourable variance of approximately $1.2 million in respect of Selling and Other Costs is primarily due to higher than forecast spending rates, offset by the

Just Energy Entities' continued successful negotiation of payment terms and go-forward arrangements with its vendors; and

(g) The unfavourable variance of approximately $7.1 million in respect of Credit Facility – Borrowings / Repayments is due to the foreign exchange rate between Canadian and U.S. rates being higher than in the Revised August 2022 Cash Flow Forecast such that even though the nominal forecasted payment of US$70 million remained the same, the real payment was $7.1 million higher, which is reversed in part by the favourable $8.2 million variance in Other (FX) below Net Cash Flows.

Reporting Pursuant to the DIP Term Sheet

77. The variances shown and described herein compare the Revised August 2022 Cash Flow Forecast, as appended to the Supplement to the Eleventh Report of the Monitor, with the actual performance of the Just Energy Entities over the 4-week period noted.

78. 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 Report(s)**"). 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 report for the four-week period ended October 15, 2022. All variances reported were within the permitted variances.

79. 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 Forecast(s)**"). The Just Energy Entities provided the required DIP Cash Flow Forecast, which was approved by the DIP Lenders, for the 13-week period beginning October 16, 2022.

80. As the DIP Variance Report utilizes updated underlying cash flow forecasts vis-à-vis the Revised August 2022 Cash Flow Forecast for the same period, the DIP Variance Report differed from the variance analysis above that compares actual results to the

Revised August 2022 Cash Flow Forecast. 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.

81. Since the Supplement to the Eleventh Report, the Just Energy Entities have complied with their reporting obligations pursuant to the DIP Term Sheet, the Second ARIO, and other documents including certain support agreements. These reporting obligations during the period included the in-time delivery of the following:

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

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

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

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

(e) Delivery of a Marked to Market Calculation monthly.

DIP Waiver to Increase Cash Collateral Cap

82. During the week ended October 22, 2022, Management proactively sought a waiver from the DIP Lenders to increase the cash collateral cap under the DIP Facility from US$80 million to US$100 million. Due to market pricing movements, the planned transition of load for ERCOT from BP to Just Energy Limited, and the timing of normal course commodity accounts payable outstanding, the Just Energy Entities anticipated that additional cash collateral in excess of the existing US$80 million cap would be required to be posted to ensure continued trading access to energy markets. The DIP Lenders approved the requested waiver on October 21, 2022. A waiver for the Energy and Delivery Costs line item was not required given the excess availability under the line-item test.

CASH FLOW FORECAST FOR THE PERIOD ENDING FEBRUARY 11, 2023

83. The Just Energy Entities, with the assistance of the Monitor, have updated and extended their weekly cash flow forecast for the 17-week period ending February 11, 2023 (the "**November 2022 Cash Flow Forecast**"), which encompasses the requested stay

extension to January 31, 2023. The November 2022 Cash Flow Forecast is attached hereto as **Appendix "C"**, and is summarized below:

(CAD$ in millions)	**17-Week Period Ending February 11, 2023**
Forecast Week	**Total**
RECEIPTS	
Sales Receipts	$1,132.3
Miscellaneous Receipts	5.0
Total Receipts	$1,137.3
DISBURSEMENTS	
Operating Disbursements	
Energy and Delivery Costs	($972.8)
Payroll	(42.4)
Taxes	(43.7)
Commissions	(35.0)
Selling and Other Costs	(44.2)
Total Operating Disbursements	($1,138.1)
OPERATING CASH FLOWS	($0.8)
Financing Disbursements	
Credit Facility - Borrowings / (Repayments)	$ -
Interest Expense & Fees	(10.4)
Restructuring Disbursements	
Professional Fees	(18.9)
NET CASH FLOWS	**($30.1)**
CASH	
Beginning Balance	$295.7
Net Cash Inflows / (Outflows)	(30.1)
Other (FX)	18.6
ENDING CASH	**$284.2**

84. The November 2022 Cash Flow Forecast indicates that during the 17-week period ending February 11, 2023, the Just Energy Entities will have operating cash outflows of approximately $0.8 million with total receipts of approximately $1,373.3 million and total operating disbursements of approximately $1,138.1 million, before interest expense and fees of approximately $10.4 million and professional fees of approximately $18.9 million, such that total net cash outflows are forecast to be approximately $30.1 million.

85. Generally, the underlying assumptions and methodology utilized in the Revised August 2022 Cash Flow Forecast have remained the same for this November 2022 Cash Flow Forecast; however, the Monitor notes the following:

(a) The forecast period was extended from the week ending November 5, 2022 to the week ending February 11, 2023;

(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 November 2022 Cash Flow Forecast, which include:

(i) Customer cash receipt collection timing and bad debt estimates have been updated based on recent 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 prior period have been carried 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; and

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

86. The November 2022 Cash Flow Forecast demonstrates that, subject to its underlying hypothetical and probable assumptions, the Just Energy Entities are forecast to have sufficient liquidity to continue funding their operations during the CCAA Proceedings to January 31, 2023.

STAY PERIOD EXTENSION

87. As mentioned above, the Applicants expect to receive, on or before October 31, 2022, an Order from the Court extending the Stay Period to November 2, 2022. Accordingly, the Applicants are now seeking an extension to the Stay Period up to and including January 31, 2023.

88. The Monitor supports extending the Stay Period to January 31, 2023 for the following reasons:

(a) the Monitor is of the view that the proposed extension to the Stay Period is necessary to provide the Just Energy Entities with time to close the Transaction;

(b) as indicated by the Cash Flow Forecast, the 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;

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

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

APPROVAL OF THE FEES AND ACTIVITIES OF THE MONITOR

89. The proposed Ancillary Order seeks approval of (i) this Twelfth Report; (ii) the Supplement to the Eleventh Report; and (iii) the activities and conduct of the Monitor described therein.

90. As outlined in the Monitor's previous reports to the Court (all of which are available on the Monitor's Website), the Monitor and its counsel have played, and continue to play, a significant role in the CCAA Proceedings. The Monitor respectfully submits that its actions, conduct, and activities in the CCAA Proceedings since the Eleventh Report have been carried out in good faith and in accordance with the provisions of the orders issued therein and should therefore be approved.

91. Pursuant to paragraphs 42 and 43 of the Second ARIO, the Monitor, its Canadian and U.S. counsel shall: (i) be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the date of the Initial Order, by the Just Energy Entities as part of the costs of the CCAA Proceedings; and (ii) pass their accounts from time to time before this Court.

92. Since the Tenth Report to the Court dated May 18, 2022 (when the Monitor and its counsel's fees were last approved), the Monitor and its counsel have maintained detailed records of their professional time and costs. The total fees and disbursements of the Monitor for the period from May 7, 2022 to October 14, 2022 total $3,097,961.52, including fees in the amount of $2,728,728.00, disbursements in the amount of $12,830.83, and Harmonized Sales Tax ("**HST**") in the amount of $356,402.69, as more particularly described in the Affidavit of Paul Bishop sworn October 26, 2022 (the "**Bishop Affidavit**"), a copy of which is attached hereto as **Appendix "D"**.

93. The total fees and disbursements of the Monitor's Canadian counsel, from May 7, 2022 to October 14, 2022 total $1,219,894.74, including fees in the amount of $1,077,072.50, disbursements in the amount of $2,480.32, and HST in the amount of $140,341.92, as more particularly described in the Affidavit of Rachel Nicholson sworn October 24, 2022 (the "**Nicholson Affidavit**"), a copy of which is attached hereto as **Appendix "E"**.

94. The total fees and disbursements of the Monitor's U.S. counsel from May 8, 2022 to October 14, 2022 total US$83,991.48, including fees in the amount of US$82,864.50 and disbursements in the amount of US$1,126.98, as more particularly described in the Affidavit of John Higgins sworn October 25, 2022 (the "**Higgins Affidavit**", together with the Bishop Affidavit and Nicholson Affidavit, the "**Fee Affidavits**"), a copy of which is attached hereto as **Appendix "F"**.

95. The Monitor respectfully submits that the fees and disbursements incurred by the Monitor and its counsel, as described in the Fee Affidavits, are reasonable in the circumstances and have been validly incurred in accordance with the provisions of the Second ARIO. Accordingly, the Monitor respectfully requests the approval of the fees and disbursements of the Monitor and its counsel as set out in the Fee Affidavits.

CONCLUSION

96. The Monitor is of the view that the relief requested by the Applicants is reasonable and justified in the circumstances.

97. Accordingly, the Monitor respectfully supports the requested relief and recommends that the Reverse Vesting Order and Ancillary Order be granted.

The Monitor respectfully submits this Twelfth Report to the Court dated this 27th day of October, 2022.

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

Per:

____

Paul Bishop
Senior Managing Director

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

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

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FTI Consulting Canada Inc.

THIS IS EXHIBIT Z REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.	)	THURSDAY, THE 3RD
	)	
JUSTICE MCEWEN	)	DAY OF NOVEMBER

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., 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**")

APPROVAL AND VESTING ORDER

THIS MOTION, made by the Applicants (together, the Applicants and the partnerships listed on **Schedule "A"** hereto, the "**Just Energy Entities**"), pursuant to the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), for an order, *inter alia,* (i) approving the Transaction Agreement (as amended, the "**Transaction Agreement**") between Just Energy Group Inc. ("**Just Energy**") and LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC, OC II LVS XIV LP, OC III LFE I LP, and CBHT Energy I LLC (collectively, the "**Sponsor**")

dated as of August 4, 2022 and attached as Exhibit "A" to the affidavit of Emily Paplawski sworn October 31, 2022 (the "**Paplawski Affidavit**") and the transactions contemplated therein (collectively, the "**Transactions**"), including the Implementation Steps (as defined in the Transaction Agreement), (ii) adding 14487893 Canada Inc. ("**Residual Co. 1**") and 11368, LLC ("**Residual Co. 2**") as Applicants to these CCAA proceedings, (iii) vesting in and to Residual Co. 1 and/or Residual Co. 2, as applicable, absolutely and exclusively, all of the right, title and interest of the Just Energy Entities not listed on Schedule 2.2(f) of the Transaction Agreement (the "**Acquired Entities**") in and to the Excluded Assets, the Excluded Contracts and the Excluded Liabilities (each as defined in the Transaction Agreement), (iv) discharging Claims and Encumbrances, other than the Permitted Encumbrances, against the Acquired Entities and the Retained Assets (each as hereinafter defined), (v) authorizing and directing Just Energy (U.S.) Corp. ("**JEUS**") to issue the Purchased Interests (as defined in the Transaction Agreement), and vesting all of the right, title and interest in and to the Purchased Interests absolutely and exclusively in and to the Sponsor, free and clear of any Encumbrances, (vi) authorizing and directing Just Energy to file the Articles of Reorganization (as defined in the Transaction Agreement), (vii) terminating and cancelling or redeeming the Subject Interests (as hereinafter defined) for no consideration (as provided for in the Implementation Steps), and (viii) granting certain related relief, was heard this day by judicial video conference via Zoom in Toronto, Ontario due to the COVID-19 pandemic.

ON READING the Notice of Motion of the Applicants, the affidavit of Michael Carter sworn October 17, 2022, the Paplawski Affidavit, the Twelfth Report of FTI Consulting Canada Inc. ("**FTI**"), in its capacity as monitor (the "**Monitor**"), dated October 27, 2022, and on hearing the submissions of counsel for the Just Energy Entities, the Monitor, the Sponsor, the Credit Facility Agent, as administrative agent for the Credit Facility Lenders, and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service of Emily Paplawski, sworn October 17, 2022; the affidavit of service of Matthew Eliseo Cressatti, sworn October 18, 2022; the affidavit of service of Emily Paplawski, sworn October 20, 2022; and the affidavit of service of Elena Pratt, sworn October 31, 2022:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein 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 all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Second Amended and Restated Initial Order of this Court dated May 26, 2021 (the "**Initial Order**"), that certain support agreement approved by this Court pursuant to the SISP Approval Order (as hereinafter defined) (the "**Support Agreement**"), or the Transaction Agreement, as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS AND DECLARES** that, without derogating in any way from the relief contained in the SISP Approval Order of this Court dated August 18, 2022 (the "**SISP Approval Order**"), the Transaction Agreement and the Transactions (including the Implementation Steps) are hereby approved and the execution of the Transaction Agreement by Just Energy is hereby authorized and approved, with such minor amendments as Just Energy and the Sponsor may deem necessary, with the approval of the Monitor and subject to the terms of the Support Agreement. The Just Energy Entities are hereby authorized and directed to perform their obligations under the Transaction Agreement, including the filing of the Articles of Reorganization, the issuance of the Purchased Interests and the termination and cancellation or redemption of the Subject Interests (as provided for in the Implementation Steps), and to take such additional steps and execute such additional documents (including the Closing Documents) as may be necessary or desirable for the completion of the Transactions.

4. **THIS COURT ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Just Energy Entities to proceed with the Transactions and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS AND DECLARES** that, upon the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to the Sponsor, substantially in the form attached as **Schedule "B"** hereto, the following shall occur and shall be deemed to have occurred in the sequence set out in the Implementation Steps:

(a) the Just Energy Entities shall be and are hereby forever released and discharged from the BP Commodity/ISO Services Claim, including all amounts and obligations owing by the Just Energy Entities in connection therewith, and all related Claims and Encumbrances are hereby expunged and discharged;

(b) (i) with respect to the Acquired Entities not formed or incorporated under the laws of the United States (the "**Non-US Acquired Entities**"), all of the Non-US Acquired Entities' right, title and interest in and to their respective Excluded Assets shall vest absolutely and exclusively in Residual Co. 1, and (ii) with respect to the Acquired Entities formed or incorporated under the laws of the United States (the "**US Acquired Entities**"), all of the US Acquired Entities' right, title and interest in and to their respective Excluded Assets shall vest absolutely and exclusively in Residual Co. 2, and, in each case, all applicable Claims and Encumbrances shall continue to attach to such Excluded Assets with the same nature and priority as they had immediately prior to their transfer; provided that, for certainty, the Excluded Assets transferred hereby shall not include the Priority Payments Amount, which

shall be used to satisfy the Priority Payments (as hereinafter defined) in accordance with paragraph 18 hereof;

(c) all Excluded Contracts and Excluded Liabilities (which, for certainty includes all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) of the Non-US Acquired Entities and the US Acquired Entities (in each case, other than the Assumed Liabilities) shall be transferred to, assumed by and vest absolutely and exclusively in, Residual Co. 1 and Residual Co. 2, respectively, such that all Excluded Contracts and Excluded Liabilities shall become obligations of Residual Co. 1 and Residual Co. 2, as applicable, and shall no longer be obligations of any of the Acquired Entities, and the Acquired Entities and all of their remaining assets, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate (collectively, the "**Retained Assets**") shall be and are hereby forever released and discharged from all Excluded Contracts and Excluded Liabilities, and all related Claims and Encumbrances, other than the permitted encumbrances, easements and restrictive covenants affecting or relating to the Retained Assets listed on **Schedule "C"** (the "**Permitted Encumbrances**"), are hereby expunged and discharged as against the Retained Assets; provided that, for certainty, the Excluded Liabilities transferred hereby shall not include the obligations of the Just Energy Entities in respect of the Priority Payments, which shall be satisfied pursuant to paragraph 18 hereof;

(d) all right, title and interest in and to the Purchased Interests issued by JEUS to the Sponsor shall vest absolutely and exclusively in the Sponsor free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (x) any encumbrances or charges created by the Initial Order, the SISP Approval Order, or any other Order of this Court, and (y) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the Permitted Encumbrances) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Interests are hereby expunged and discharged as against the Purchased Interests;

(e) all equity interests of Just Energy and JEUS existing prior to the commencement of the Implementation Steps (for greater certainty, other than the Purchased Interests), as well as all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (as hereinafter defined) and are convertible or exchangeable for any securities of Just Energy or JEUS or which require the issuance, sale or transfer by Just Energy or JEUS, of any shares or other securities of Just Energy or JEUS, as applicable, or otherwise evidencing a right to

acquire the Purchased Interests and/or the share capital of Just Energy or JEUS, or otherwise relating thereto (collectively, the "**Subject Interests**"), shall be deemed terminated and cancelled or redeemed as provided in the Implementation Steps and the Articles of Reorganization, as applicable; and

(f) the Acquired Entities shall and shall be deemed to cease to be Applicants in these CCAA proceedings, and the Acquired Entities shall be deemed to be released from the purview of the Initial Order and all other Orders of this Court granted in respect of these CCAA proceedings, save and except for this Order the provisions of which (as they relate to the Acquired Entities) shall continue to apply in all respects.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to (a) provide a copy of the Monitor's Certificate to the parties to the Support Agreement at the same time as its delivery to the Sponsor; and (b) file with this Court a copy of the Monitor's Certificate forthwith after delivery thereof in connection with the Transactions as well as a copy of the final form of Transaction Agreement and all related schedules.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from Just Energy and the Sponsor regarding the satisfaction or waiver of conditions to closing under the Transaction Agreement and shall have no liability with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, from and after the Effective Time (as defined in the Monitor's Certificate), subject to the payment of the Priority Payments and the funding of the Administrative Expense Amount, all Claims and Encumbrances released, expunged and discharged pursuant to paragraph 5 hereof, including as against the Acquired Entities, the Retained Assets and the Purchased Interests, shall

attach to (a) the net proceeds remaining (the "**Remaining Proceeds**"), if any, realized from the Cash Purchase Price and transferred to Residual Co. 1 or Residual Co. 2 and (b) the Excluded Assets, in each case, with the same nature and priority as they had immediately prior to the Transactions, as if the Transactions had not occurred.

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Just Energy Entities or the Monitor, as the case may be, are authorized, permitted and directed to, at the Effective Time, disclose to the Sponsor all human resources and payroll information in the Acquired Entities' records pertaining to past and current employees of the Acquired Entities. The Sponsor shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Just Energy Entities prior to the Effective Time.

10. **THIS COURT ORDERS AND DECLARES** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, the Sponsor and the Acquired Entities shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent) or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Just Energy Entities (provided, as it relates to the Sponsor and the Acquired Entities, such release shall not apply to (a) Taxes in respect of the business and operations conducted by the Acquired Entities after the Effective Time; or (b) Taxes expressly assumed as Assumed Liabilities pursuant to the Transaction Agreement), including, without limiting the generality of the foregoing, all Taxes that could be assessed against the Sponsor or the Acquired Entities (including its affiliates and any predecessor corporations) pursuant to section 160 of the *Income Tax Act* (Canada) (the "**Tax Act**"), or proposed section 160.01 of the Tax Act, including as a result of any

future amendments or proposed amendments to such provisions or related provisions, or any provincial equivalent, in connection with the Just Energy Entities.

11. **THIS COURT ORDERS** that (a) to the extent Electric Reliability Council of Texas, Inc. ("**ERCOT**") has a valid claim, cause of action, right, or remedy against the Just Energy Entities or the Acquired Entities, whether in connection with, or as a result of, any final order in the litigation commenced by the Just Energy Entities against ERCOT in the United States Bankruptcy Court for the Southern District of Texas under the caption *Just Energy Texas LP, et al. v. Electric Reliability Council of Texas, Inc. and the Public Utility Commission of Texas Inc.*, Adv. Pro. No. 21-04399 ("**ERCOT Claim**"), nothing in this Order or in any document in connection with the Transactions shall be deemed to preclude ERCOT from being paid on account of, or enforcing its rights with respect to, such ERCOT Claim from the applicable Just Energy Entities or Acquired Entities following the closing of the Transactions, and any rights, remedies and defenses of the Just Energy Entities, the Acquired Entities, and ERCOT with respect to any such ERCOT Claim, including, but not limited to, the validity, amount and priority of any such ERCOT Claim, are fully preserved and reserved; (b) nothing in this Order or the Transaction Agreement shall be deemed to impact, alter or impair ERCOT's rights and remedies with respect to obligations of the Just Energy Entities or the Acquired Entities, or the rights and remedies of the Just Energy Entities or the Acquired Entities with respect to obligations of ERCOT, pursuant to the ERCOT Protocols or the operative Standard Form Market Participant Agreement by and between ERCOT and the applicable Just Energy Entities or Acquired Entities; and (c) to the extent there is any market repricing or other reduction in the amount due from the Just Energy Entities or the Acquired Entities to ERCOT as a result of, without limitation, the litigation pending in Texas state court under the caption *Luminant Energy Co. LLC v. Public Utility Commission of Texas Inc.*, Case No.

03-21-00098-CV, or any other litigation in the Texas state or federal courts, nothing contained herein shall preclude (i) the applicable Just Energy Entities or Acquired Entities from seeking an adjustment of any amounts paid to ERCOT by the Just Energy Entities or the Acquired Entities, or (ii) any rights, remedies and defenses of ERCOT in connection thereto.

12. **THIS COURT ORDERS** that, except to the extent expressly contemplated by the Transaction Agreement (and, for greater clarity, excluding Continuing Contracts relating to Assumed Liabilities, including the Credit Facility Documents), all Continuing Contracts to which any of the Acquired Entities are a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred on or prior to the Effective Time and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of any Just Energy Entity);

(b) the insolvency of any Just Energy Entity or the fact that the Just Energy Entities sought or obtained relief under the CCAA;

(c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Transaction Agreement, the Transactions or the provisions of this Order, or any other Order of this Court in these CCAA proceedings; or

(d) any transfer or assignment, or any change of control of the Acquired Entities arising from the implementation of the Transaction Agreement, the Transactions or the provisions of this Order.

13. **THIS COURT ORDERS**, for greater certainty, that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Acquired Entities or the Sponsor in respect of any Assumed Liabilities; (b) the designation of any Claim as an Assumed Liability is without prejudice to the Acquired Entities' and the Sponsor's right to dispute the existence, validity or quantum of any such Assumed Liability; and (c) nothing in this Order or the Transaction Agreement shall affect or waive the Acquired Entities' or Sponsor's rights and defences, both legal and equitable, with respect to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

14. **THIS COURT ORDERS** that, from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of any Just Energy Entity then existing or previously committed by any Just Energy Entity, or caused by any Just Energy Entity, directly or indirectly, or noncompliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Continuing Contract, existing between such Person and any Acquired Entity directly or indirectly from the filing by the Applicants under the CCAA and the implementation of the Transactions, including without

limitation any of the matters or events listed in paragraph 12 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Continuing Contract shall be deemed to have been rescinded and of no further force or effect; provided that, nothing herein shall be deemed to excuse the Sponsor or the Just Energy Entities from performing their obligations under, or be a waiver of defaults by the Sponsor or Just Energy under, the Transaction Agreement and the related agreements and documents, or affect the validity of the Implementation Steps.

15. **THIS COURT ORDERS** that, from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Sponsor or the Acquired Entities relating in any way to or in respect of any Excluded Assets, Excluded Contracts or Excluded Liabilities and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order; provided that, nothing herein shall affect the validity of the Implementation Steps.

16. **THIS COURT ORDERS** that, from and after the Effective Time:

(a) the nature of the Assumed Liabilities assumed by the Sponsor or retained by the Acquired Entities, including, without limitation, their amount and their secured or

unsecured status, shall not be affected or altered as a result of the Transactions or this Order;

(b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to Residual Co. 1 and Residual Co. 2, as applicable;

(c) any Person that prior to the Effective Time had a valid right or claim against the Acquired Entities under or in respect of any Excluded Contract or Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the Acquired Entities but will have an equivalent Excluded Liability Claim against Residual Co. 1 or Residual Co. 2, as applicable, in respect of the Excluded Contract and Excluded Liability from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against Residual Co. 1 and/or Residual Co. 2; and

(d) the Excluded Liability Claim of any Person against Residual Co. 1 and/or Residual Co. 2 following the Effective Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the applicable Acquired Entities prior to the Effective Time.

17. **THIS COURT ORDERS AND DECLARES** that, as of the Effective Time:

(a) Residual Co. 1 and Residual Co. 2 shall be companies to which the CCAA applies; and

(b) Residual Co. 1 and Residual Co. 2 shall be added as Applicants in these CCAA proceedings and all references in any Order of this Court in respect of these CCAA proceedings to (i) an "Applicant" or the "Applicants" shall refer to and include Residual Co. 1 and Residual Co. 2, *mutatis mutandis*, and (ii) "Property" shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof, of Residual Co. 1 and Residual Co. 2, including the Remaining Proceeds (the "**Residual Co. Property**"), and, for greater certainty, each of the Charges, shall constitute charges on the Residual Co. Property.

PRIORITY PAYMENTS

18. **THIS COURT ORDERS AND DIRECTS** that the Priority Payments Amount and the Cash Purchase Price, as necessary and as permitted by the Transaction Agreement, shall be distributed by Just Energy, on behalf of one or more of the Just Energy Entities, on the Closing Date consistent with the Implementation Steps, to satisfy the following obligations (collectively, the "**Priority Payments**"):

(a) first, to the beneficiaries of the Administration Charge and the FA Charge, the amounts necessary to satisfy the Just Energy Entities' obligations secured thereby up to the maximum respective amounts secured by such charges, in full and final satisfaction thereof;

(b) second, to the beneficiaries of the KERP Charge, the amounts necessary to satisfy the Just Energy Entities' obligations secured thereby (if any) up to the maximum amount secured by such charge, in full and final satisfaction thereof;

(c) third, on a *pari passu* basis:

(i) to the DIP Agent, for the benefit of the beneficiaries of the DIP Lenders' Charge, an amount necessary to satisfy the Just Energy Entities' obligations secured by such charge, in full and final satisfaction thereof, and

(ii) to each Commodity Supplier, an amount necessary to satisfy such Commodity Supplier's Commodity Supplier Claim that is an Accepted Claim (as defined in the Claims Procedure Order), in full and final satisfaction thereof;

(d) fourth, to each Government Entity, an amount necessary to satisfy such Government Entity's Government Priority Claim, in full and final satisfaction thereof; and

(e) fifth, to the Credit Facility Agent, in the currency that such Credit Facility Claim was originally denominated, an amount equal to the Credit Facility Claim (less the Credit Facility Remaining Debt, if any), in full and final satisfaction thereof.

19. **THIS COURT ORDERS** that, subject to completion of the Priority Payments set out in paragraph 18 hereof, the FA Charge, the Directors' Charge, the KERP Charge, the DIP Lenders' Charge, the Priority Commodity/ISO Charge, the Cash Management Charge and the Bid Protections Charge shall be and are hereby terminated, released and discharged.

20. **THIS COURT ORDERS** that the Administrative Expense Amount held by the Monitor shall be subject to the Administration Charge, and any remaining portion thereof after payment of the Administrative Expense Costs shall be paid to Just Energy in accordance with the terms of the Transaction Agreement.

RELEASES AND OTHER PROTECTIONS

21. **THIS COURT ORDERS** that, effective as of the Effective Time, (a) the current and former directors, officers, employees, legal counsel and advisors of the Just Energy Entities, Residual Co. 1 and Residual Co. 2 (or any of them); (b) the Monitor and its legal counsel; (c) the Sponsor and their respective current and former directors, officers, employees, legal counsel and advisors; and (d) the Credit Facility Agent and the Credit Facility Lenders, and their respective current and former directors, officers, employees, legal counsel and advisors (in such capacities, collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released by the Releasing Parties (as hereinafter defined) and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Effective Time or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of (i) the Just Energy Entities, the business, operations, assets, property and affairs of the Just Energy Entities wherever or however conducted or governed, the administration and/or management of the Just Energy Entities, these CCAA proceedings and/or the Chapter 15 Cases, or (ii) the Transaction Agreement, the Closing Documents, the Support Agreement, the Definitive Documents (when used in this Order, as defined in the Support Agreement), any agreement, document, instrument, matter or transaction

involving the Just Energy Entities arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transactions (collectively, subject to the excluded matters below, the "**Released Claims**"), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (x) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, or (y) any obligations of any of the Released Parties under or in connection with the Transaction Agreement, the Closing Documents, the Support Agreement, the Definitive Documents, and/or any agreement, document, instrument, matter or transaction involving the Just Energy Entities arising in connection with or pursuant to any of the foregoing. "**Releasing Parties**" means any and all Persons (besides the Just Energy Entities and their respective current and former affiliates), and their current and former affiliates' current and former members, directors, managers, officers, investment committee members, special committee members, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, participants, subsidiaries, affiliates, partners, limited partners, general partners, affiliated investment funds or investment vehicles, managed accounts or funds, and each of their respective current and former members, equity holders, officers, directors, managers, principals, members, management companies, advisory board members, investment fund advisors or managers, employees, agents, trustees, investment managers, financial advisors, partners, legal counsel, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

22. **THIS COURT ORDERS** that, effective as of the Effective Time, the Released Parties shall be deemed to be forever irrevocably released by each of the Just Energy Entities and their respective current and former affiliates, and discharged from, any and all Released Claims held by the Just Energy Entities and such current and former affiliates as of the Effective Time, which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (a) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA or claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence; or (b) any obligations of any of the Released Parties under or in connection with the Transaction Agreement, the Closing Documents, the Support Agreement, the Definitive Documents, and/or any agreement, document, instrument, matter or transaction involving the Just Energy Entities arising in connection with or pursuant to any of the foregoing; provided further that, the releases set forth in this paragraph shall not include, nor limit or modify in any way, any claim (or any defenses) which any of the Just Energy Entities may hold or be entitled to assert against any Released Party as of the Effective Time relating to any contracts, leases, agreements, licenses, bank accounts or banking relationships, accounts receivable, invoices, or other ordinary course obligations which are remaining in effect following the Effective Time.

23. **THIS COURT ORDERS** that, without affecting or limiting the releases set forth in paragraphs 21 and 22 hereof, effective as of the Effective Time, none of (a) the current and former directors, officers, employees, legal counsel and advisors of the Just Energy Entities, Residual Co. 1 and Residual Co. 2 (or any of them); (b) the Monitor and its legal counsel; (c) the Sponsor and

their respective current and former directors, officers, employees, legal counsel and advisors; and (d) the Credit Facility Agent and the Credit Facility Lenders, and their respective current and former directors, officers, employees, legal counsel and advisors (in such capacities, collectively, the "**Exculpated Parties**"), shall have or incur, and each Exculpated Party is released and exculpated from, any Causes of Action (as hereinafter defined) against such Exculpated Party for any act or omission in respect of, relating to, or arising out of the Transaction Agreement, the Closing Documents, the Support Agreement, the Definitive Documents and/or the consummation of the Transactions, these CCAA proceedings, the Chapter 15 Cases, the formulation, preparation, dissemination, negotiation, filing or consummation of the Transaction Agreement, the Closing Documents, the Support Agreement, the Definitive Documents and all related agreements and documents, any transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Transactions, the pursuit of approval and consummation of the Transactions or the recognition thereof in the United States, and/or the transfer of assets and liabilities pursuant to this Order, except for Causes of Action related to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. "**Causes of Action**" means any action, claim, cross-claim, third-party claim, damage, judgment, cause of action, controversy, demand, right, action, suit, obligation, liability, debt, account, defense, offset, power, privilege, license, lien, indemnity, interest, guaranty, or franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, matured or unmatured, suspected or unsuspected, in contract or in tort, at law or in equity, or pursuant to any other theory of law or otherwise.

24. **THIS COURT ORDERS** that all Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all claims or Cause of Actions released pursuant to this Order (including but not limited to the Released Claims), from (a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any of the Released Parties or Exculpated Parties; (b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against any of the Released Parties, the Exculpated Parties, or their respective property; (c) commencing, conducting, continuing or making in any manner, directly or indirectly, any action, suit, claim, demand or other proceeding of any nature or kind whatsoever (including any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes a claim or might reasonably be expected to make a claim, in any manner or forum, including by way of contribution or indemnity or other relief, against one or more of the Released Parties or the Exculpated Parties; (d) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties, the Exculpated Parties, or their respective property; or (e) taking any actions to interfere with the consummation of the Transactions; and any such proceedings will be deemed to have no further effect against such parties and will be released, discharged or vacated without cost.

25. **THIS COURT ORDERS** that, without affecting or limiting the releases set forth in paragraphs 21 and 22 hereof, effective as of the Effective Time, each Consenting Party (as hereinafter defined) shall be deemed to have consented and agreed to paragraphs 21 through 25

hereof. “**Consenting Parties**” means any Person who is, at the Effective Time, a party to the Support Agreement.

26. **THIS COURT ORDERS** that, notwithstanding paragraphs 5, 21 and 22 hereof but subject to paragraphs 27 to 31 hereof, neither Just Energy, Just Energy Corp. nor Just Energy Ontario L.P. (collectively, the “**Specified JE Entities**”), nor any of their current or former officers and/or directors, shall be released from any claim or potential claim, whether at law or in equity, known or unknown, existing up to the Effective Time, in any way connected with, arising out of or relating to the matters raised, or which might have been raised, in the action commenced in the Ontario Superior Court of Justice on May 4, 2015 titled *Haidar Omarali v Just Energy Group Inc., Just Energy Corp. and Just Energy Ontario L.P.*, Court File No. CV-15-52749300 CP, against the Specified JE Entities or any of their current or former officers and/or directors, including, without limitation, the claims filed by Haidar Omarali, as representative plaintiff, in the Claims Process (as defined in the Claims Procedure Order) conducted by the Just Energy Entities in these CCAA proceedings, being (a) a Proof of Claim (as defined in the Claims Procedure Order) for CAD$108,854,794.52 against the Specified JE Entities; and (b) a D&O Proof of Claim for CAD$108,854,794.52 against the Directors (each as defined in the Claims Procedure Order) of Just Energy and Just Energy Corp. listed in schedules A and B to such D&O Proof of Claim (collectively, such claims, the “**Class Action Claim**”), solely to the extent it is necessary with respect to maintaining any claims as against the insurance policies of the Specified JE Entities that may be available to pay insured claims in respect of the Specified JE Entities or their current or former directors and officers (such policies set forth in **Schedule “D”** hereto, the “**Insurance Policies**”) and, solely for the purpose of recovery against the Insurance Policies, such Class Action Claim shall be deemed not to be transferred to Residual Co. 1 or Residual Co. 2.

27. **THIS COURT ORDERS** that, from and after the Effective Time, any Person having a Class Action Claim (a "**Class Action Claimant**") shall only be entitled to recover from proceeds under the Insurance Policies, to the extent available in respect of any such Class Action Claim, and the recovery of such Class Action Claimants shall be solely limited to such proceeds, without any additional rights of enforcement or recovery as against the Just Energy Entities (including, for certainty, the Acquired Entities) or the current and former directors, officers, employees, legal counsel and advisors of the Just Energy Entities (or any of them) (in such capacities, collectively, the "**Protected JE Parties**"). The Specified JE Entities will not be required to incur any costs or expenses or to participate in the proceeding with respect to the Class Action Claim, except to the extent reasonably necessary to provide information or evidence reasonably necessary for the determination of such claim solely to seek recovery from proceeds under the Insurance Policies.

28. **THIS COURT ORDERS** that all Class Action Claimants shall be irrevocably and forever limited solely to recovery from the proceeds of the Insurance Policies payable on behalf of the Specified JE Entities or their directors and officers in respect of any such Class Action Claim, and such Class Action Claimants shall have no right to, and shall not, directly or indirectly, make any claim or seek any recoveries from any of the Protected JE Parties in respect of any Class Action Claim, other than enforcing their rights to be paid from the proceeds of the applicable Insurance Policies available to the Specified JE Entities.

29. **THIS COURT ORDERS** that nothing contained in this Order prejudices, compromises, releases or otherwise affects (a) any right, defence or obligation of any insurer in respect of an Insurance Policy; or (b) any Class Action Claimant from recovering against the Specified JE Entities' current and former directors and officers for any liabilities or claims attributable to any such director or officer's fraud, wilful misconduct, criminal act or criminal omission, as

determined by the final, non-appealable judgment of a court of competent jurisdiction; provided that, there shall be no claim over against any other Protected JE Party. Notwithstanding any other provision of this Order, nothing in this Order shall restrict, release or in any way compromise any Class Action Claim or recovery thereunder against any Person other than the Protected JE Parties.

30. **THIS COURT ORDERS** that any proceedings with respect to the Class Action Claim, including with respect to any recovery sought by the Class Action Claimants as against the Insurance Policies, may continue in these CCAA proceedings following the closing of the Transactions (notwithstanding the fact that the Acquired Entities will be released from the purview of these CCAA proceedings at that point in time pursuant to paragraph 5(f) hereof).

31. **THIS COURT ORDERS** that any approval required, including pursuant to the *Class Proceedings Act*, 1992, S.O. 1992, c. 6 ("**CPA**"), to give effect to the inclusion of provisions 26 to 30 hereto in this Order is hereby granted, and any notice that may be required pursuant to the CPA is dispensed with.

32. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these CCAA proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of the Just Energy Entities, Residual Co. 1 or Residual Co. 2, and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of any of the Just Energy Entities, Residual Co. 1 or Residual Co. 2; or

(d) any foreign law equivalent of (b) or (c).

the Transaction Agreement, the Closing Documents, the consummation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, the Excluded Contracts and the Excluded Liabilities in and to Residual Co. 1 and Residual Co. 2, as applicable, the transfer and vesting of the Purchased Interests in and to the Sponsor, the payment of the Priority Payments, and any payments by or to the Sponsor, the Just Energy Entities or the Monitor authorized herein or pursuant to the Transaction Agreement and the Closing Documents) shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Just Energy Entities, Residual Co. 1 and/or Residual Co. 2, and shall not be void or voidable by creditors of the Just Energy Entities, Residual Co. 1 or Residual Co. 2, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

33. **THIS COURT ORDERS** that nothing in this Order, including the release of the Acquired Entities from the purview of these CCAA proceedings pursuant to paragraph 5(f) hereof and the addition of Residual Co. 1 and Residual Co. 2 as Applicants in these CCAA proceedings, shall affect, vary, derogate from, limit or amend, and FTI shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, this Order, any other Orders in these CCAA proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of FTI in its capacity as Monitor, all of which are expressly continued and confirmed.

EMPLOYEES

34. **THIS COURT ORDERS** that Residual Co. 1 shall be deemed to be the former employer of any former employees of the Just Energy Entities who were terminated between September 9, 2020 and the Effective Time whose claims against the Just Energy Entities are transferred to Residual Co. 1 pursuant to this Order, provided that such deeming: (i) shall be effective immediately after the Effective Time; and (ii) will solely be for the purposes of termination pay and severance pay pursuant to the *Wage Earners Protection Program*.

GENERAL

35. **THIS COURT ORDERS** that, having been advised of the provisions of Multilateral Instrument 61-101 "Protection of Minority Security Holders in Special Transactions" relating to the requirement for "minority" shareholder approval in certain circumstances, no meeting of shareholders or other holders of Equity Claims (as defined in the CCAA) in the Just Energy Entities is required to be held in respect of the Transactions and accordingly, there is no requirement to send any disclosure document related to the Transactions to such holders.

36. **THIS COURT ORDERS** that, following the Effective Time, the Sponsor shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances (other than the Permitted Encumbrances) as against the Purchased Interests, the Acquired Entities and the Retained Assets.

37. **THIS COURT ORDERS** that, following the Effective Time, the title of these proceedings shall be hereby changed by removing the current Applicants that are not Excluded Entities and adding Residual Co. 1 and Residual Co. 2.

38. **THIS COURT DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.

39. **THIS COURT DECLARES** that the Just Energy Entities shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Just Energy Entities and the Monitor as may be deemed necessary or appropriate for that purpose.

40. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body, having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court for the Southern District of Texas overseeing the Just Energy Entities' proceedings under Chapter 15 of the Bankruptcy Code in Case No. 21-30823 (MI), to give effect to this Order and to assist the Just Energy Entities, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Just Energy Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Just Energy Entities and the Monitor and their respective agents in carrying out the terms of this Order.

41. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Prevailing Eastern Time on the date hereof; provided that, the transaction steps set out in

paragraph 5 hereof shall be deemed to have occurred in the order set out in the Implementation Steps.

SCHEDULE "A"
PARTNERSHIPS

- JUST ENERGY ONTARIO L.P.
- JUST ENERGY MANITOBA L.P.
- JUST ENERGY (B.C.) LIMITED PARTNERSHIP
- JUST ENERGY QUÉBEC L.P.
- JUST ENERGY TRADING L.P.
- JUST ENERGY ALBERTA L.P.
- JUST GREEN L.P.
- JUST ENERGY PRAIRIES L.P.
- JEBPO SERVICES LLP
- JUST ENERGY TEXAS LP

SCHEDULE "B"
FORM OF MONITOR'S CERTIFICATE

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., 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**")

MONITOR'S CERTIFICATE

RECITALS

1. Pursuant to the Initial Order of the Honourable Justice Koehnen of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated March 9, 2021, the Applicants were granted protection from their creditors pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**").

2. Pursuant to an Approval and Vesting Order of the Court dated ●, 2022 (the "**Order**"), the Court approved the transactions (collectively, the "**Transactions**") contemplated by the Transaction Agreement (as amended, the "**Transaction Agreement**") between Just Energy Group Inc. ("**Just Energy**") and LVS III SPE XV LP, TOCU XVII LLC, HVS XVI LLC, OC II LVS XIV LP, OC III LFE I LP, and CBHT Energy I LLC (collectively, the "**Sponsor**") dated as of August 4, 2022, and ordered, *inter alia*, (a) that all of the Acquired Entities' right, title and interest in and to the Excluded Assets, the Excluded Contracts and the Excluded Liabilities shall vest absolutely and exclusively in and to Residual Co. 1 and/or Residual Co. 2, as applicable; (b) Just Energy (U.S.) Corp. to issue the Purchased Interests, and the vesting of all of the right, title and interest in and to the Purchased Interests absolutely and exclusively in and to the Sponsor, free and clear of any Encumbrances; (c) Just Energy to file the Articles of Reorganization; and (d) the termination and cancellation or redemption of the Subject Interests for no consideration (as provided for in the Implementation Steps).

3. Capitalized terms used but not defined herein have the meanings ascribed to them in the Order.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from Just Energy, in form and substance satisfactory to the Monitor, that it has received the Cash Purchase Price from the Sponsor.

2. The Monitor has received written confirmation from the Sponsor and Just Energy, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Transaction Agreement.

3. This Monitor's Certificate was delivered by the Monitor at on , 202● (the "**Effective Time**").

FTI CONSULTING CANADA INC., in its capacity as Monitor of the Just Energy Entities, and not in its personal capacity

Per: ___________________________________

Name:

Title:

SCHEDULE "C"
PERMITTED ENCUMBRANCES

- Encumbrances securing Assumed Liabilities to the extent that such Assumed Liabilities are secured by Encumbrances as of the Closing Time
- Encumbrances securing obligations under the New Credit Agreement
- Encumbrances which are the subject of the New Intercreditor Agreement
- "Permitted Encumbrances" as defined in the Credit Agreement, subject to those amendments to such definition provided for in Exhibit 1 of the Stalking Horse Term Sheet, except to the extent that they relate to an Excluded Liability or Excluded Asset

Capitalized terms in this Schedule "C" shall have the meanings ascribed thereto in the Transaction Agreement or, where expressly indicated, the Credit Agreement.

SCHEDULE "D"
INSURANCE POLICIES

- Policy Term April 1 2020 – April 1, 2021:
  - XL Special Insurance Company – Policy No. B0146ERINT2000452
  - Hiscox – Policy No. B0146ERINT2000453
  - Sompo – Policy No. B0146ERINT2000454
  - AWAC & Starr – Policy No. B0146ERINT2000455
  - Tokio Marine – Policy No. 34-MGU-20-A49117/20G19646000
  - (Llyods Syndicate) – Policy No. B0146ERINT2000768
  - CNA Canada Continental Casualty Company – Policy No. MEX 665412022
  - Beazley – Policy No. B0146ERINT2000774
  - XL Catlin – Policy No. B0146ERINT2000775

- Policy Term March 9, 2021-March 9, 2022:
  - XL Special Insurance Company – Policy No. ELU173707-21
  - Tokio Marine HCC – Policy No. 21G196460101
  - Hiscox - Policy No. B0146ERINT2100865

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF JUST ENERGY GROUP INC., et al.

3 Nov 22

Order to go as per the draft filed and signed.
Reasons will shortly follow.

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

OSLER, HOSKIN & HARCOURT, LLP
P.O. Box 50, 1 First Canadian Place
Toronto, ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Michael De Lellis (LSO# 48038U)
Jeremy Dacks (LSO# 41851R)

Tel: (416) 362-2111
Fax: (416) 862-6666

Lawyers for the Just Energy Entities

THIS IS EXHIBIT AA REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

Paragon International Insurance Brokers
140 Leadenhall Street
London EC3V 4QT

Telephone
+44 (0)20 7280 8200
Facsimile
+44 (0)20 7280 8270

Website
www.paragonbrokers.com
Email
info@paragonbrokers.com

WYLIE CRUMP LTD
301-1620 West 8th Avenue
Vancouver
British Columbia V6J 1V4
Canada

Contract: B0146ERINT2000452

Date: 3 April 2020

Insured: Just Energy Group, Inc.

Further to your instructions we have effected the attached amendment to the insurance contract referenced above.

Please examine this amendment carefully and notify us immediately if it is incorrect, or does not meet your requirements.

Duty to Disclose:

This amendment to your insurance cover is based on the information you provided to us and on which we and the insurer(s) have relied. If you have not provided to us all material information or you discover that the information you have provided is inaccurate, please advise us immediately in order that we may seek revalidation of terms with the insurer(s).

We take this opportunity to remind you that you have a duty to disclose all information which a) is material to the coverage requirements, b) might influence the insurer(s) in deciding whether or not to accept your business, c) might affect which terms and conditions the insurer(s) impose, or d) might affect the premium the insurer(s) charge. This duty to disclose is an ongoing responsibility for the duration of the contract and failure to make such disclosure may allow the insurer(s) to cancel the policy, avoid a claim or even avoid the contract.

Premium Payment Terms:

If an additional premium is payable then payment of such premium is a condition of the contract. If the insurer(s) have imposed a payment warranty you must make sure that the additional premium is paid to us early enough to give us sufficient time to pay the insurer(s). Failure to pay the additional premium or to meet a payment warranty may enable the insurer(s) to avoid this amendment to the contract.

Claims:

In the event of any claim or circumstance that might lead to a claim, please follow the instructions in the original contract. If you have any questions relating to claims or doubts as to what constitutes a circumstance then please contact Simon Witham on +44 (0)20 7280 8227 or switham@paragonbrokers.com

Should you have any questions please feel free to contact us.

Yours sincerely,

Director / Authorised Signatory

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Friday, June 10, 2022 11:06:27 AM

Paragon

PARAGON INTERNATIONAL INSURANCE BROKERS LIMITED

AMENDMENT TO
CONTRACT OF INSURANCE

Unique Market Reference: B0146 ERINT2000453

Thank you for choosing Paragon International Insurance Brokers Limited for your Insurance requirements.

This document contains an amendment to the terms and conditions of your Insurance. It is a legal document that you must read to ensure that you understand what is covered and what is excluded by your Insurance.

If you have any questions or concerns please contact us; we would be happy to hear from you.

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Paragon

Important Information

(Please Read Carefully)

Material Facts

All material facts must be disclosed to us. Failure to do so may affect your rights under this insurance. A material fact is a fact likely to influence an insurer in the acceptance or assessment of this Insurance. If you are uncertain whether a fact is 'material', then for your own protection it should be disclosed to us so that we can advise you.

Policy Terms

The coverage afforded by this insurance is subject to all the terms, conditions and exclusions contained in the original contract. If you have any questions or concerns about this insurance, you should first contact us at the address set out below.

Subjectivities

If this contract contains subjectivities then you must take the necessary steps to provide the information requested by insurers and / or comply with their instructions. Failure to comply with the subjectivities may limit or restrict some, or all, of the coverage under this insurance. In some instances insurers may be able to avoid the contract.

Our Services

We are committed to providing you with a high quality service, which we expect to maintain throughout the duration of the policy. In order for you to appreciate this level of service we ask that in the first instance you carefully read through this document to ensure that you understand the extent of the coverage provided, the terms, conditions and exclusions that apply. In particular please note what is required of you if and when you become aware of a claim, or a circumstance which may give rise to a claim, being made against you.

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Contact Address:

Paragon International Insurance Brokers Ltd.,
140, Leadenhall Street,
London,
EC3V 4QT

Tel: 020 7280 8200
Fax: 020 7280 8270
Email: info@paragonbrokers.com

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Authorised and Regulated by the Financial Conduct Authority. Accredited Lloyd's Broker.
Registered in England at the above address. Company No. 3215272.
Paragon Brokers (Bermuda) Ltd. LOM Building, 27 Reid Street, Hamilton HM 11, Bermuda. Registration No. 33838.

RISK DETAILS:

UNIQUE MARKET REFERENCE:	B0146ERINT2000452
TYPE:	PRIMARY MANAGEMENT LIABILITY INSURANCE.
PARENT COMPANY:	**JUST ENERGY GROUP INC.**
ADDRESS:	6345 Dixie Road, Suite 200 Mississauga Ontario L5T 2E6 Canada
POLICY PERIOD:	Inception Date: 1 April 2020 Expiration Date: 1 April 2021 The Policy Period incepts and expires as of 12.01 am at the Named Entity Address
INTEREST:	Management Liability as more fully defined in the policy wording.

LIMIT OF LIABILITY:

1. **USD5,000,000**	in the aggregate for the ***policy period*** for all ***loss***; but sublimited to:
2. **USD50,000**	in the aggregate for the ***policy period*** for all ***security holder demand investigatory costs*** under Insuring Agreement D.

RETENTION:

Nil	each ***claim*** under Insuring Agreement I (A) and any other ***non-indemnifiable loss***
USD2,500,000	each ***claim*** under Insuring Agreement I (B) and any other indemnifiable ***loss***, other than a ***securities claim***
USD2,500,000	each ***claim*** under Insuring Agreement I (C) and any indemnifiable ***loss*** payable with respect to a ***securities claim***
Nil	each ***claim*** under Insuring Agreement I (D) and any other indemnifiable ***security holder demand investigatory costs***

TERRITORIAL SCOPE: Worldwide.

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CONDITIONS:

1. Policy wording: NextPro (Just Energy 2020): Commercial Management Liability Insurance wording and all endorsements as attached or as otherwise agreed.
2. Automatic Extensions of Cover (excess limits and sub-limits set out as applicable):
   - Parent company board special excess limit: Nil
   - Non-executive director special excess limit: Nil
   - Regulatory Crisis Costs: Nil
   - Crisis Consultant Costs: Nil
   - Prosecution Costs: Nil
   - Emergency Costs: Nil
   - Environmental Liability: Nil
   - Personal Liability of Insured Persons for Corporate Taxes sub-limit: Nil

   It is specifically understood and agreed that the sub-limits stated above shall be a part of and not in addition to the ***limit of liability***.

   Discovery:

   a) in the event of non-renewal: 12 months @ 100% of annual premium
   b) in the event of change of control: 6 years @ 200% of annual premium

   No return of unearned premium in the event of change in control
3. USA New Offering of Equity Securities Market Capitalisation threshold: Nil (For the avoidance of doubt, no cover hereunder for a new offering of USA equity securities unless specifically agreed by the insurer)
4. Pending and Prior Litigation Date: 22 May 2003
5. Notices required to be given to the insurer must be addressed to:

   Attention: Professional Lines Claims Department
   XL House
   70 Gracechurch Street
   London EC3V 0XL
   United Kingdom
6. LMA5028 Service of Suit (Canada) Clause naming Attorney in Fact for Lloyd's Underwriters, 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6
7. LMA5180 Intention for AIF to Bind Clause
8. New Short Rate Cancellation Table Endorsement
9. Special Cancellation Clause
10. LMA3100 Sanctions Limitation and Exclusion Clause
11. Lloyd's Insurance Company S.A. Amendatory Endorsement
12. German Insurance Premium Tax Payment Clause
13. Specific Matters Exclusion (in respect of recently filed claim and underlying circumstances)
14. Mr. Anthony Horton included as an Insured Person Endorsement
15. Specified Matters Exclusion in respect of 2019 securities class action
16. Security Holder Demand Investigatory Costs and Class Certification Event Study Expenses Endorsement
17. Coronavirus Absolute Exclusion
18. Canadian Corporate Tax Extension
19. Statutory Claims Endorsement
20. Nominal Defendant Response Costs
21. Employed Lawyers Professional Liability Extension with Sub-Limit of Liability
22. Specified Matters Exclusion in respect of Synder letters

SUBJECTIVITIES: None

CHOICE OF LAW AND JURISDICTION (DISPUTES CLAUSE):

Choice of Law: Ontario
Jurisdiction as per Service of Suit Clause

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PREMIUM: **USD450,000.00** (100%) for the Policy Period, plus any taxes as applicable. Premium split as follows

USD1,449.98 in respect of the EEA

USD448,550.02 in respect of the Rest of the World

For the purposes of the split of premium above the UK is treated as a non-EEA country

PREMIUM PAYMENT TERMS: AFB Premium Payment Warranty – 60 Days

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: See attached Schedule of Regulatory Risk Locations and Applicable Taxes stated under INFORMATION herein

RECORDING, TRANSMITTING & STORING INFORMATION: Paragon International Insurance Brokers Ltd will maintain risk and claims data, information and documents, which may be held on paper or electronically.

INSURER CONTRACT DOCUMENTATION: This contract documentation details the contract terms entered into by (re)insurer(s) and constituted the contract document. Any further documentation changing this contract agreed in accordance with the contract change provisions set out in this contract shall form the evidence of such change.

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Friday, June 10, 2022 11:36:07 AM

INFORMATION

SIC Code: 4924
Market Cap: $137.317m (as of February 25th, 2020)

German Address: Kapstadtring 10, 22297 Hamburg, Germany

Schedule of Regulatory Risk Locations and Applicable Taxes

Taxes Payable by Insured and Administered by Insurers:

EEA Countries	Revenues No.	%	Tax Rate	Premium Allocation	Tax Amount
Germany	6,594,500	0.3222%	19.000%	1,449.98	275.50
Total EEA		**0.3222%**		**1,449.98**	**275.50**
Non-EEA Countries	**Revenues No.**	**%**	**Tax Rate**	**Premium Allocation**	**Tax Amount**
Canada (Alberta)	140,648,270	6.8723%	0.000%	30,925.38	0.00
Canada (BC)	999,320	0.0488%	0.000%	219.73	0.00
Canada (Manitoba)	2,329,740	0.1138%	0.000%	512.26	0.00
Canada (Ontario)	142,773,330	6.9761%	0.000%	31,392.64	0.00
Canada (Quebec)	4,051,460	0.1980%	0.000%	890.82	0.00
Canada (Sask)	10,197,880	0.4983%	0.000%	2,242.28	0.00
United States	1,739,000,000	84.9704%	0.000%	382,366.90	0.00
Total Non-EEA		**99.6778%**		**448,550.02**	**0.00**
Non-Licensed Countries	**Revenues No.**	**%**	**Tax Rate**	**Premium Allocation**	**Tax Amount**
Total Non-Licensed		**0.0000%**		**0.00**	**0.00**
Total Non-EEA				**448,550.02**	**0.00**
POLICY TOTAL		**100.0000%**		**450,000.00**	**275.50**

Taxes Payable by Insured and Administered by Insured or their representatives:

Country	Tax	Tax Rate	Attributable Premium	Tax Amount
Canada (Manitoba)	Retail Sales Tax	8.000%	$512.26	$40.98
Canada (Ontario)	Retail Sales Tax	8.000%	$31,392.64	$2,511.41
Canada (Quebec)	Retail Sales Tax	9.000%	$890.82	$80.17
Canada (Sask)	Retail Sales Tax	6.000%	$2,242.28	$134.54

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SECURITY DETAILS

INSURERS LIABILITY:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

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Wellington

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

<u>SIGNING PROVISIONS:</u>

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

<u>MODE OF EXECUTION CLAUSE:</u>

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

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Wellington
DRCSMBLAT@OSLER.COM
Friday June 10 2022 11:06:07 AM

XL House
70 Gracechurch Street
London EC3V 0XL
United Kingdom
Phone +44 (0)20 7933 7000
Fax +44 (0)20 7469 1001
xlgroup.com/insurance

NextPro: Commercial Management Liability Insurance

Schedule

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Wellington
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Friday, June 10, 2022 11:56:07 AM

Policy No: **B0146CYINT2000452**

Item 1. **Name and address of *parent company*: Just Energy Group Inc.**

Item 2. **Policy period:** Inception date: from: 1 April 2020
Expiration date: to: 1 April 2021

The Policy Period incepts and expires as of 12.01 am at the Named Entity Address

Item 3. **Limit of liability: USD5,000,000**
In the aggregate for the ***policy period*** for all ***loss***.

Item 4. **Retentions:**

Nil	each ***claim*** under Insuring Agreement I (A) and any other ***non-indemnifiable loss***
USD2,500,000	each ***claim*** under Insuring Agreement I (B) and any other indemnifiable ***loss***, other than a ***securities claim***
USD2,500,000	each ***claim*** under Insuring Agreement I (C) and any indemnifiable ***loss*** payable with respect to a ***securities claim***

Item 5. **Automatic Extensions of Cover (excess limits and sub-limits set out as applicable):**

Parent company board special excess limit: Nil

Non-executive director special excess limit: Nil

Regulatory Crisis Costs: sub-limit Nil

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Crisis Consultant Costs: sub-limit Nil

Prosecution Costs: sub-limit Nil

Emergency Costs: sub-limit Nil

Environmental Liability: sub-limit Nil

Personal Liability of Insured Persons for Corporate Taxes sub-limit: Nil

It is specifically understood and agreed that the sub-limits stated above shall be a part of and not in addition to the ***limit of liability.***

Discovery:

a) in the event of non-renewal: 12 months @ 100% of annual premium
b) in the event of change of control: 6 years @ 200% of annual premium
No return of unearned premium in the event of change in control

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Item 6. **USA New Offering of Equity Securities Market Capitalisation threshold:** Nil
(For the avoidance of doubt, no cover hereunder for a new offering of USA equity securities unless specifically agreed by the insurer)

Item 7. **Pending and Prior Litigation Date:** 22 May 2003

Item 8. **Notices required to be given to the *Insurer* must be addressed to:**

Attention: Professional Lines Claims Department
XL House
70 Gracechurch Street
London EC3V 0XL
United Kingdom

Item 9. **Endorsements attached at issuance:** As attached hereto

Item 10. **Premium:**

USD450,000.00 (100%) for the Policy Period, plus any taxes as applicable.

Premium split as follows

USD1,449.98 in respect of the EEA

USD448,550.02 in respect of the Rest of the World

For the purposes of the split of premium above the UK is treated as a non-EEA country

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NextPro:
Commercial Management Liability Insurance

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THIS IS A CLAIMS MADE POLICY WITH *DEFENCE COSTS* INCLUDED IN THE *LIMIT OF LIABILITY*. PLEASE READ AND REVIEW THE POLICY CAREFULLY.

In consideration of the payment of the premium, and subject to all of the terms, conditions and limitations of this Policy, the *insurer*, the *insured persons* and the *company* agree as follows:

I. Insuring Agreements

(A) Insured Person Cover

The ***insurer*** shall pay on behalf of the ***insured persons*** any ***loss*** resulting from a ***claim*** first made against the ***insured persons*** during the ***policy period***, for a ***wrongful act*** or ***employment practices wrongful act***, except for ***loss*** which the ***company*** has paid on behalf of the ***insured persons*** as indemnification.

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(B) Company Reimbursement Cover

The ***insurer*** shall reimburse or pay on behalf of the ***company*** any ***loss*** which the ***company*** is required or permitted to pay as indemnification to any of the ***insured persons*** resulting from a ***claim*** first made against the ***insured persons*** during the ***policy period***, for a ***wrongful act*** or ***employment practices wrongful act***.

(C) Company Securities Claim Cover

The ***insurer*** shall pay the ***loss*** of the ***company*** resulting from any ***securities claim*** first made against the ***company*** during the ***policy period***, for a ***company wrongful act***.

II. Automatic Extensions of Cover

(A) Additional Excess Protection for *Parent Company* Board

In addition to the cover provided under this Policy to members of the ***parent company*** board as ***insured persons***, in the event that:

(1) the ***limit of liability*** of this Policy;

(2) all other applicable management liability insurance, whether or not specifically written as excess over the ***limit of liability*** of this Policy; and

(3) all other sources of indemnification for ***loss*** available to any such ***insured person;***

have been exhausted, the ***insurer*** shall pay the ***loss*** of such ***insured person*** arising out of an ***unrelated claim*** first made against them during the ***policy period,*** up to the "parent board special excess limit" set out in Item 5 of the Schedule, which limit shall be in the aggregate for all such ***insured persons*** during the ***policy period***.

(B) **Additional Excess Protection for *Non-Executive Directors***

In addition to the cover provided under this Policy to ***non-executive directors*** as ***insured persons***, in the event that:

(1) the ***limit of liability*** of this Policy;

(2) all other applicable management liability insurance, whether or not specifically written as excess over the ***limit of liability*** of this Policy; and

(3) all other sources of indemnification for loss available to any ***non-executive director;***

have been exhausted, the ***insurer*** shall pay the ***loss*** of ***non-executive directors*** arising out of a ***claim*** first made against them during the ***policy period,*** up to the ***"***non-executive director special excess limit" set out in Item 5 of the Schedule, which limit shall be in the aggregate for all ***non-executive directors*** during the ***policy period***.

(C) **Investigation Costs**

Whether or not there has been a ***claim***, the ***insurer*** shall pay the reasonable fees, costs and expenses, necessarily incurred, with its prior written consent, relating to the legal representation of any ***insured person*** at any ***investigation*** commenced during the ***policy period***, once an ***insured person***:

(1) is requested or required to attend the ***investigation***; or

(2) is identified in writing by the ***official entity*** conducting the ***investigation*** as a target.

Routine regulatory supervision, inspection or compliance reviews, or any investigation which focuses on an industry rather than an ***insured*** will fall outside of the scope of this extension. Where the ***official entity*** is the Securities Exchange Commission ("SEC"), this extension will only apply where the ***insured person*** has been served with a subpoena or Wells Notice.

An ***investigation*** shall be deemed to be first made when the ***insured person*** is first requested, required, identified or served.

The fees, costs and expenses covered by this extension shall not include any remuneration of any ***insured person*** , the cost of their time or costs or overheads of any ***company***.

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(D) **Regulatory Crisis Costs**

The ***insurer*** shall pay the reasonable fees, costs and expenses of any consultant chosen by the ***insured*** with the prior written consent of the ***insurer***, which are necessarily incurred in responding to:

(1) a raid or on-site visit to any ***company*** which first takes place during the ***policy period***, by any ***official entity*** that involves the production, review, copying or confiscation of files or interviews of any ***insured persons***;

(2) a public announcement relating to an event in sub-paragraph (1) above; or

(3) the receipt by any ***insured*** during the ***policy period***, from any ***official entity*** of a formal notice which legally compels the ***insured*** to produce documents to, or answer questions by or attend interviews with that ***official entity***,

irrespective of whether the events in sub-paragraphs (1), (2) and (3) above fall within the definition of ***claim***.

This extension shall apply up to the sub-limit in Item 5 of the Schedule.

Routine regulatory supervision, inspection or compliance reviews, or any investigation which focuses on an industry rather than an ***insured*** will fall outside of the scope of this extension.

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(E) **Crisis Consultant Costs**

The ***insurer*** shall pay reasonable ***crisis consultant costs***, necessarily incurred by the ***insured*** with the prior written consent of the ***insurer***, in order to contain or limit the potentially adverse effects, including negative publicity, resulting from a ***claim*** first made against them during the ***policy period***, or from circumstances which can reasonably give rise to a ***claim***. This extension shall apply up to the sub-limit in Item 5 of the Schedule.

This extension of cover shall apply regardless of whether a ***claim*** is ever made against an ***insured person*** arising from such crisis and, in the case where such a ***claim*** is made, regardless of whether the amount is incurred prior to or subsequent to the making of the ***claim***.

(F) **Extradition Proceedings**

The ***insurer*** shall pay the reasonable fees, costs and expenses necessarily incurred by an ***insured person*** with the prior written consent of the ***insurer*** in connection with an ***extradition proceeding*** first commenced against them during the ***policy period***.

(G) **Prosecution Costs (restriction of assets and liberty)**

Whether or not there has been a ***claim***, the ***insurer*** shall pay the reasonable legal and other professional fees, costs and expenses, necessarily incurred by an ***insured person*** with the prior written consent of the ***insurer*** to bring legal proceedings to obtain the discharge or revocation of:

(1) an order disqualifying such ***insured person*** from holding office as a company director or officer; or

(2) an interim or interlocutory order:

(i) confiscating, controlling, suspending or freezing rights of ownership of real property or personal assets of such ***insured person***; or

(ii) imposing a charge over real property or personal assets of such ***insured person***; or

(iii) imposing a restriction of the ***insured person*'s** liberty; or

(iv) for the deportation of an ***insured person*** following revocation of an otherwise proper, current and valid immigration status for any reason other than the ***insured person*'s** finally adjudicated conviction for a crime.

In each case above, cover will only be available under this extension for orders (whether final, interim or interlocutory) issued during the ***policy period.***

This extension shall apply up to the sub-limit in Item 5 of the Schedule.

(H) Emergency Costs

If the ***insurer's*** written consent cannot be obtained within a reasonable time before ***defence costs*** are incurred with respect to any ***claim*** first made against an ***insured*** during the ***policy period***, or before costs are incurred which would otherwise fall under Extensions II (C) Investigation Costs, (D) Regulatory Crisis Costs, (E) Crisis Consultant Costs, (F) Extradition Proceedings or (G) Prosecution Costs, then *the* ***insurer*** shall provide retrospective approval for such reasonably incurred costs up to, in the aggregate, the sub-limit in Item 5 of the Schedule, provided that the ***insurer*** is notified by the ***insured*** of such costs as soon as is reasonably practicable, and before the expiration of ten working days from when such costs were first incurred.

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(I) Outside Directorships

The ***insurer*** shall reimburse or pay on behalf of any ***outside director***, or the ***company*** in the event it indemnifies such ***outside director***, ***loss*** resulting from a ***claim*** first made against them during the ***policy period***, for a ***wrongful act*** or ***employment practices wrongful act***, in their capacity as an ***outside director***.

(J) Environmental Liability

The ***insurer*** shall pay ***defence costs*** incurred by any ***insured person*** in connection with a ***claim*** first made against them during the ***policy period***, arising out of an ***environmental violation*** if and to the extent such ***claim***:

(1) is against an ***insured person*** in connection with the obligations under any legislation or regulation relating to ***environmental violations***; or

(2) results in a ***non-indemnifiable loss*** to any ***insured person***,

up to the sub-limit set forth in Item 5 of the Schedule. The sub-limits shall form part of and not be in addition to the ***limit of liability***.

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(K) **Health and Safety**

The ***insurer*** shall pay the ***defence costs*** of any ***insured person*** with respect to any ***claim*** first made against them during the ***policy period,*** alleging a breach of health and safety legislation or any similar legislation in any jurisdiction including any legislation relating to involuntary manslaughter, or corporate manslaughter.

(L) **Fines and Penalties**

The ***insurer*** shall pay any civil fines and penalties resulting from a ***claim*** first made against the ***insured persons*** during the ***policy period***, for a ***wrongful act*** or ***employment practices wrongful act***, unless uninsurable as a matter of applicable law.

Fines and penalties covered by this extension shall include, where insurable, civil penalties assessed against an ***insured person*** pursuant to the Foreign Corrupt Practices Act of 1977 (15 U.S.C. 78dd) (USA), the Sarbanes-Oxley Act of 2002 (15 U.S.C. 7246) (USA) and the Bribery Act of 2010 (UK).

(M) **Personal Liability of *Insured Persons* for Corporate Taxes**

The ***insurer*** shall pay the amount arising from the personal liability of the ***insured persons*** resulting from a ***claim*** first made against them during the ***policy period***, for unpaid taxes of the ***company*** following the appointment of a Receiver, Administrator, Administrative Receiver, Liquidator or any comparable or analogous authority or appointment with respect to the ***company***, unless uninsurable as a matter of applicable law. This extension shall apply up to the sub-limit in Item 5 of the Schedule.

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(N) **Discovery Period**

(1) If this Policy is not renewed or replaced, and if the total premium for this Policy has been paid in full, the ***insured*** will be entitled:

   (i) to an automatic ***discovery period*** of 60 days; and

   (ii) to purchase an optional ***discovery period*** for a longer period as specified in Item 5 of the Schedule, provided that written notice is provided to the ***insurer*** by the ***parent company*** within 30 days after the end of the ***policy period*** and any additional premium specified by the ***insurer*** is paid within 45 days of the end of the ***policy period***. The automatic ***discovery period*** shall be part of and not in addition to any optional ***discovery period*** purchased by the ***insured***.

(2) The ***discovery period*** is non-cancellable and the premium for the optional ***discovery period*** is deemed fully earned at the inception date of the optional ***discovery period***.

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(3) The purchase of the optional ***discovery period*** will not in any way increase the ***limit of liability***, and any payments made with respect to ***claims*** first made during the ***discovery period*** (or any other matter for which coverage is provided during the ***discovery period*** under one of the extensions) shall be part of and not in addition to the limit of liability for all ***claims*** made during the ***policy period***.

(O) **Run-Off for *Retired Insured Persons***

If this Policy is not renewed or replaced, and if the total premium for this Policy has been paid in full, the ***insurer*** shall provide an unlimited ***discovery period*** for any ***retired insured person***.

(P) **Heirs, Representatives, and Spouses**

In the event of the death, incapacity or bankruptcy of an ***insured person***, any ***claim*** first made during the ***policy period***, against the estate, heirs, legal representatives or assigns of such individual for a ***wrongful act*** or ***employment practices wrongful act*** of such individual, will be deemed to be a ***claim*** made against such ***insured person***.

Coverage shall also extend to the lawful spouse or domestic partner of any ***insured person*** but only to the extent the spouse or domestic partner is a party to any ***claim*** solely in their capacity as a spouse or domestic partner of such ***insured person*** and only for the purposes of any ***claim*** seeking damages recoverable from, or in respect of, marital community property, property jointly held by any such ***insured person*** and the spouse or domestic partner, or property transferred from any such ***insured person*** to the spouse or domestic partner.

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III. Changes in Risk

(A) **New Subsidiaries**

(1) If during the ***policy period***, the ***company*** acquires a ***subsidiary***, or acquires any entity by merger, consolidation or otherwise, coverage shall be provided with respect to such new ***subsidiary*** or entity for any ***loss*** resulting from a ***claim*** involving acts or conduct committed after the completion of such acquisition.

(2) If, however, the newly acquired entity or ***subsidiary***:

(i) exceeds twenty five percent (25%) of the total assets of the ***company***, as represented in the ***company's*** most recent audited consolidated financial statements; or

(ii) has equity securities issued or traded in the United States of America;

then, coverage under this Policy with respect to such entity or ***subsidiary*** shall be provided for a period of sixty (60) days in respect of acts or conduct that occurred after the completion of the acquisition. Coverage beyond the sixty (60) day period will be provided only if:

(i) the ***insurer*** receives written notice containing full details of the acquisition; and

(ii) the ***insurer*** at its sole discretion, agrees in writing to provide such additional coverage upon such terms, conditions, limitations, and additional premium that it deems appropriate.

(3) With respect to the acquisition, merger, consolidation or otherwise of any entity, or ***subsidiary*** as described in III(A)(1) and (2) above, there will be no coverage available under this Policy in connection with such entity, ***subsidiary***, or any act or conduct allegedly committed at any time during which such entity or ***subsidiary*** is not an ***insured***.

(B) ***Change in Control***

(1) If, during the ***policy period***, there is any ***change in control***, the coverage provided under this Policy shall continue to apply but only with respect to a ***claim*** against an ***insured*** in respect of acts or conduct committed or allegedly committed up to the time of the ***change in control.*** In addition:

(i) the entire premium for the Policy will be deemed to be fully earned immediately upon the ***change in control;*** and

(ii) the ***insurer*** agrees for an additional premium of 200% of the annual premium hereunder to provide run-off cover by providing a ***discovery period*** in respect of ***claims*** brought against ***insured persons*** for 72 months from the expiry of the ***policy period***

(2) If, during the ***policy period*** any entity ceases to be a ***subsidiary***, the coverage provided under this Policy shall continue to apply to the ***insured persons*** who, because of their service with such ***subsidiary***, were covered under this Policy, but only with respect to acts or conduct that occurred or allegedly occurred prior to the time such ***subsidiary*** ceased to be a ***subsidiary***.

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(C) **New Outside Directorships**

If, during the ***policy period***, the ***company*** requests that a natural person serve either:

(a) as a director, officer, or trustee (or functionally equivalent role); or
(b) in an elected or appointed position having fiduciary, supervisory or managerial duties and responsibilities comparable to those of an ***insured person*** of the ***company***, regardless of the name or title by which such position is designated;

of an organisation that does not currently fall within the definition of an ***outside entity***, then coverage shall apply as if such natural person is an ***outside director*** for a period of sixty (60) days from the commencement of such position, unless the ***insurer***, at its sole and absolute discretion, accepts in writing by endorsement to this Policy, that such organisation shall be a ***scheduled outside entity***.

(D) **New Offering of *Securities***

If, during the ***policy period***, the ***company*** undertakes an offering of equity securities in the United States of America, then the ***insurer*** shall not be liable to make any payment for ***loss*** in connection with any ***claim*** based upon, arising out of or in consequence of such offering unless:

(1) the ***insurer*** receives prior written notice containing details of the offering; and

(2) the ***insurer*** at its sole discretion, has agreed in writing to provide such additional coverage upon the terms, conditions, limitations, and additional premium which it deems appropriate.

IV. Definitions

In this Policy the following words shall have the definitions that follow:

(A) "***bail bond costs***" means the reasonable premium (not including collateral) for a bond or other financial instrument to guarantee an ***insured person's*** contingent obligation for bail required by a court.

(B) "***change in control***" means:

(1) the merger or acquisition of the ***parent company***, or of all or substantially all of its assets by another entity such that the ***parent company*** is not the surviving entity;

(2) the acquisition by any person, entity or affiliated group of persons or entities of the right to vote, select or appoint more than fifty percent (50%) of the directors of the ***parent company***; or

(3) the appointment of a Receiver, Administrator, Administrative Receiver Conservator, Liquidator, Provisional Liquidator, Trustee, or any comparable or analogous authority or appointment, with respect to the ***parent company*** or the entry by the ***parent company*** into a company voluntary arrangement or scheme of arrangement.

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(C) "***claim***" means:

(1) a written demand for monetary or non-monetary relief;

(2) any civil proceeding in a court of law or equity, or arbitration;

(3) any criminal proceeding which is commenced by an indictment or similar proceeding; or

(4) in respect of an ***insured person*** only, a formal civil, criminal, administrative regulatory proceeding or formal investigation of an ***insured person*** which is commenced by the filing or issuance of a notice of charges, formal investigative order or similar document identifying in writing such ***insured person*** as a person or entity against whom a proceeding as described in this Definition, subsections IV(C)(2) or (3) above may be commenced, including with respect to any ***employment practices wrongful act*** any proceeding before any government authority regulating employment practices.

for a ***wrongful act***. ***Claim*** shall include a ***securities claim*** or an ***employment practices claim***.

(D) "***company***" means the ***parent company*** and any ***subsidiary*** created or acquired on or before the Inception Date set forth in Item 2 of the Schedule or during the ***policy period***, subject to the provisions of Clause III(A).

(E) "***company wrongful act***" means any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by the ***company*** in connection with a ***securities claim.***

(F) "***crisis consultant costs***" means any reasonable professional fees, costs or expenses of any reputable, specialist, or professionally qualified:

(1) public relations firm or consultant;

(2) crisis management firm; or

(3) law firm or tax advisor.

(G) **"*defence costs*"** means reasonable fees, costs and expenses necessarily incurred in the defence of any ***claim***, including ***bail bond costs***. ***Defence costs*** does not include the ***company's*** overhead expenses or any salaries, wages, fees, or benefits of its directors, officers or employees.

(H) "***discovery period***" means a period following the end of the ***policy period*** during which this Policy will provide coverage:

(1) with respect to any ***claim*** first made during such period, or

(2) with respect to any of the Extensions under this Policy, for any matter or event taking place, or ***claim*** first made during such period,

but only with respect to a ***wrongful act***, ***company wrongful act***, or ***employment practices wrongful act***, occurring prior to the end of the ***policy period*** or change of control, whichever occurs first.

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(I) "***employment practices claim***" means a ***claim*** alleging an ***employment practices wrongful act***.

(J) "***employment practices wrongful act***" means any employment related actual or alleged tortious act or omission, breach of statutory provision or breach of common law relating to an employee, including but not limited to:

(1) failure to provide equal opportunity of employment or pay;
(2) discrimination;
(3) harassment (sexual or otherwise, and including but not limited to harassment in the form of workplace bullying, or by way of electronic communication including social networking internet sites);
(4) wrongful dismissal or treatment;
(5) retaliation;
(6) inducement to become or remain as an employee based upon an erroneous job description;
(7) defamation, misrepresentation, negligent misstatement, wrongful failure to employ or promote, deprivation of a career opportunity, or wrongful discipline;
(8) violation of an employee's civil or human rights, or violations of any similar statutory provision arising out of acts or omissions by an insured or a person for whom the insured is legally responsible;
(9) breach of data protection or privacy obligations;

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(10) failure to allow an employee to exercise a statutory right; or

(11) failure to provide or enforce corporate policies or procedures to prevent or address any of the above.

(K) "***environmental violation***" means the discharge, dispersal, release, escape, seepage, transportation, emission, treatment, removal or disposal of pollutants, contaminants, or waste of any kind, including nuclear material or waste or any actual or alleged direction, or request to test for, abate, monitor, clean up, recycle, remove, recondition, reclaim, contain, treat, detoxify or neutralise pollutants, contaminants or waste of any kind including nuclear material or waste**.**

(L) "***extradition proceeding***" means any proceeding against an ***insured person*** including any related appeal, any judicial review applications or any challenge or appeal of any extradition decision by any governmental authority, or any application to the European Court of Human Rights or similar court in respect of any proceedings to remove an ***insured person*** to another territory against their will.

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(M) "***insured***" means the ***insured persons*** and the ***company.***

(N) "***insured person***" means:

(1) any past, present or future director or officer, member of the Board of Managers, or ***non-executive director*** of the ***company***, or the equivalent in any jurisdiction;

(2) any past, present or future de facto or shadow director while acting in a capacity as a director or officer of the ***company*** as defined in sections 250 and 251 of the Companies Act 2006 (UK) (or equivalent in any jurisdiction), other than a person acting in the capacity of external auditor, administrative receiver, administrator, receiver or liquidator (or equivalent in any jurisdiction);

(3) any past, present or future employee of the ***company*** to the extent:

(i) the subject ***claim*** is a ***securities* claim**;

(ii) such employee is acting in a managerial or supervisory capacity; or

(iii) such employee is named as a co-defendant along with an ***insured person*** as defined in this Definition IV(N) subsections (1) or (2) above;

or

(4) any ***outside director***;

but only when and to the extent that such ***insured person*** is acting for and on behalf of the ***company*** in any of the capacities referred to in this Definition (N) subsections (1) to (3) above; or, for and on behalf of the ***outside entity*** at the specific request of the ***company*** in their capacity as an ***outside director***.

(O) "***insurer***" means XLC 2003 / Lloyd's Insurance Company S.A.**.**

(P) "***interrelated wrongful acts***" means any ***wrongful act(s), company wrongful act(s)***, or **employment practices wrongful act(s)** based on, arising out of, directly or indirectly

resulting from, in consequence of, or in any way involving any of the same originating cause(s), the same or related facts, series of related facts, or circumstances.

(Q) "***investigation***" means any hearing, inquiry, or examination ordered by any ***official entity*** regarding the affairs of the ***company.***

(R) ***"joint venture"*** means any corporation, partnership***,*** joint venture***,*** association or other entity, other than a ***subsidiary***, in which the ***parent company***, either directly or through one or more ***subsidiary(ies)*** owns or controls not more than fifty percent (50%), in the aggregate of the outstanding securities or other interests representing the right to vote for the election or appointment of those persons of such an entity occupying elected or appointed positions having fiduciary, supervisory or managerial duties and responsibilities comparable to those of an ***insured person*** of the ***company***, regardless of the name or title by which such position is designated.

(S) "***limit of liability***" means the amount set out in Item 3 of the Schedule**.**

(T) "***loss***" means amounts which the ***insured*** is legally obligated to pay as ***defence costs***, damages, judgments, settlements or other amounts payable under the extensions to this policy, including interest and punitive or exemplary damages, and the multiplied portion of any damage award, in excess of the ***retention***. ***Loss*** shall not include:

(1) fines, penalties or taxes imposed by law, except for punitive or exemplary damages and as provided in Extension II (L) Fines and Penalties and in Extension II (M) Personal Liability of ***Insured Persons*** for Corporate Taxes;

(2) employment-related compensation, wages or benefits; or

(3) matters which are uninsurable under applicable law.

The ***insurer*** shall not assert that ***loss*** attributable to allegations of violations of Section 11 or 12 of the Securities Act of 1933 (US) (including alleged violations of Section 11 and/or 12 of the Securities Act of 1933 by a Controlling Person pursuant to Section 15 of such Act) constitute uninsurable ***loss***.

With respect to the insurability of fines, penalties, punitive, exemplary and multiplied damages, the law of the jurisdiction most favourable to the insurability of such fines, penalties, damages shall be applied, and such jurisdictions shall include, but not be limited to, the jurisdictions where (a) the damages or fines were awarded or imposed, (b) the ***wrongful act***(s) giving rise to such damages or matters occurred, (c) the ***claim*** for such damages or fine was brought, (d) where the ***company*** is incorporated or has its principal place of business, or (e) where the ***insured persons*** or the ***Insurer*** is located.

(U) "***non-executive director***" means any natural person who serves as a director of the ***company*** and who is not an employee of the ***company.***

(V) "***non-indemnifiable loss***" means ***loss*** in respect of which the ***company*** or ***outside entity*** is not legally required or permitted to indemnify the ***insured person***.

(W) "***non-profit entity***" means any corporation trust, fund, foundation, community or industry association or registered charity other than the ***parent company*** or any ***subsidiary***, and

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whose governing documents prevent it from distributing profits or assets for the benefit of members, whether or not it is exempt from the payments of income tax under any law, regulation or bye-law, whether national, federal, state, territorial, provincial or local, anywhere in the world.

(X) "***official entity***" means any regulator, government, government body, governmental or administrative agency, any self regulatory body recognised as such under applicable law or official trade body.

(Y) "***outside director***" means any natural person who at the specific request of the ***company*** is serving**:**

(1) as a director, officer, trustee, regent or governor of a ***non-profit entity***; or

(2) in an elected or appointed position having fiduciary, supervisory or managerial duties and responsibilities comparable to those of an ***insured person*** of the ***company***, regardless of the name or title by which such position is designated, of an ***outside entity***.

(Z) "***outside entity***" means:

(1) any ***non-profit entity***;

(2) any ***joint venture***; or

(3) any ***scheduled outside entity***.

(AA) "***parent company***" means the entity named in Item 1 of the Schedule.

(BB) "***policy period***" means the period specified in Item 2 of the Schedule.

(CC) "***proposal***" means**:**

(1) the proposal attached to and forming part of this Policy; and/or

(2) any materials submitted to the ***insurer*** prior to placement, which shall be retained on file by the ***insurer*** and shall be deemed to be physically attached to this Policy.

(DD) "***retention***" means the amounts specified in Item 4 of the Schedule.

(EE) "***retired insured person***" means any ***insured persons*** who have ceased to act in their insured capacity prior to expiry of the ***policy period*** for reasons other than (a) disqualification, on grounds of fitness or propriety, from holding office or from managing a company; (b) a ***change in control***; or (c) the insolvency of the ***parent company*** or any ***subsidiary***; and who does not subsequently resume their position.

(FF) "***securities***" means any equity or debt instrument issued including any bond, debenture, note, share, stock or other equity or security for debt.

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(GG) "***securities claim***" means a ***claim***, other than an administrative or regulatory proceeding against or investigation of a ***company***, made against an ***insured***:

(1) for any actual or alleged act, error, omission, misleading statement, breach of duty or violation of any rules, regulations or laws (whether statutory or common law), relating to ***securities***, which is:

(i) brought by any person or entity based upon, arising out of, directly or indirectly resulting from, or in any way involving the purchase or sale of, or offer to purchase or sell, ***securities*** of the ***company***; or

(ii) brought by a ***security*** holder of the ***company*** with respect to such ***security*** holder's interest in the ***securities*** of the ***company***;

or

(2) brought derivatively on behalf of the company by a security holder of such ***company***.

(HH) "***scheduled outside entity***" means any organisation listed in a Scheduled Outside Directorship Endorsement attached to this Policy.

(II) "***subsidiary***" means any entity during any time in which the ***parent company***, directly or through one or more ***subsidiary*****(ies)**:

(1) owns more than fifty percent (50%) of the issued and outstanding share capital,

(2) controls more than fifty percent (50%) of the voting rights, or

(3) controls the right to vote for the election or removal of such entity's directors.

Subsidiary shall include any entity which is a tax-exempt non-profit entity, trade association, foundation, political action committee or a registered charity, controlled, established or maintained by the ***company***.

The cover provided under this Policy with respect to any ***subsidiary*** shall only apply with respect to ***wrongful acts***, events or conduct occurring or committed during the time when such entity was a ***subsidiary*** of the ***company***.

(JJ) "***unrelated claim***" means any ***claim*** which neither alleges nor arises from any ***interrelated wrongful acts*** alleged in a ***claim*** previously made during the ***policy period***.

(KK) "***wrongful act***" means any act, error, omission, misstatement, misleading statement, neglect, or breach of duty actually or allegedly committed, attempted or proposed to be committed by any ***insured person*** while acting in his or her capacity as an:

(1) ***insured person*** of the ***company*** or a person serving in a functionally equivalent role for the ***parent company*** or any ***subsidiary***; or

(2) ***outside director***.

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V. Exclusions

The ***insurer*** shall not be liable to make any payment in connection with any ***claim*** made against an ***insured*** or in connection with any matter covered by an extension to this Policy:

(A) based upon, arising out of, or in any way attributable to any actual or alleged bodily injury, sickness, disease or death of any person, or any damage or destruction of any tangible property including loss of use thereof; however, this exclusion shall not apply to:

(1) any allegations of mental anguish or emotional distress, or

(2) ***defence costs*** payable under Extensions II(J) and (K);

(B) arising out of, based upon or attributable to an ***insured*** acting as a trustee, fiduciary or administrator of the ***company's*** own pension, profit sharing or employee benefits programme, including any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (ERISA) (USA) and/or the Pensions Act of 1995 (UK) as amended or any regulations promulgated thereunder, or any similar law or regulation in any other jurisdiction;

(C) arising out of, based upon or attributable to any fact, circumstance, situation, transaction, event or ***wrongful act, company wrongful act*** or ***employment practices wrongful act:***

(1) underlying or alleged in any prior and/or pending litigation, or arbitration proceeding, administrative or regulatory proceeding which was brought prior to the Pending and Prior Litigation Date set forth in Item 7 of the Schedule; or

(2) which was the subject of any notice given under any other Management Liability policy, Directors and Officers liability policy or similar policy, unless such notice was provided to the ***insurer*** under an earlier policy but which was not accepted by the ***insurer*** as a valid notification, and where cover has been maintained continuously with the ***insurer*** from the inception date of the earlier policy to the end of the ***policy period***.

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(D) brought about or contributed to by any:

(1) dishonest, fraudulent or criminal act or omission of any ***insured*** or any wilful violation of any statute, rule or law; or

(2) profit or remuneration gained by any ***insured*** to which such ***insured*** is not legally entitled;

as determined by a judgment or other final adjudication (including any appeal thereof) in the underlying action or in a separate action or proceeding, or any formal admission by or on behalf of such ***insured***, that such conduct did in fact occur.

To the extent permitted by law, Exclusion V(D)(2) above will not apply to allegations in a ***claim*** against any ***insured person*** under Section 11 and/or 12 of the Securities Act of 1933 (USA), as amended, arising out of an initial or subsequent public offering of the ***company's securities*** (including alleged violations of Section 11 and/or 12 of the Securities Act of 1933 (USA) by a Controlling Person pursuant to Section 15 of such Act).

For the purpose of determining the applicability of Exclusion V(D)(1) to the ***company,*** only knowledge or information possessed by the Chairman, Chief Executive Officer, Chief

Financial Officer, Chief Operating Officer or General Counsel (or equivalent in any jurisdiction) of the ***company*** will be imputed to the ***company***.

(E) brought by, on behalf of, or at the direction of the ***company***, or an ***outside entity***, except and to the extent such ***claim***:

(1) is brought derivatively by a security holder of the ***company*** or an ***outside entity*** who, when such **claim** is made and maintained, is acting independently of, and without the solicitation, assistance, participation or intervention of an ***insured person*** (other than an insured person engaged in whistleblowing)**,** the ***company*** or any ***outside entity***; or

(2) is brought by any receiver, administrator or other insolvency practitioner (or equivalent in any other jurisdiction) of the ***company*** or an ***outside entity***, or any assignee of such person.

This Exclusion V (E) shall not apply with respect to ***defence costs***.

No knowledge, or act, error or omission, of any ***insured person*** will be imputed to any other ***insured person*** to determine the application of any of the exclusions above.

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VI. *Limit of Liability*, Indemnification and *Retentions*

(A) Save as set out in any applicable sub-limit, the ***insurer*** shall pay the amount of ***loss*** in excess of the applicable ***retention***(s) set forth in **Item** 4 of the Schedule up to the ***limit of liability***.

(B) The amount set forth in Item 3 of the Schedule shall be the maximum aggregate ***limit of liability*** of the ***insurer*** under this Policy (except with respect to the special excess limits specified in Extensions II (A) and (B)). Any payment by the ***insurer*** shall reduce the ***limit of liability*** accordingly by the paid amount***.*** The sub-limits of liability specified in Section 5 of the Schedule are part of and not in addition to the ***limit of liability*** and is the maximum amount the ***insurer*** will pay with respect to the cover to which it applies.

(C) With respect to the ***company's*** indemnification of ***insured persons***, the certificate of incorporation, charter, by-laws, articles of association, or other organisational documents of the ***parent company***, each ***subsidiary*** and each ***outside entity***, will be deemed to permit indemnification of the ***insured persons*** to the fullest extent allowable by law.

(D) ***Claims*** arising from the same ***interrelated wrongful acts*** shall be deemed to constitute a single ***claim*** and shall be deemed to have been made at the time at which the earliest such ***claim*** is made or deemed to have been made pursuant to General Condition VIII (A) (1) to (3) below, if applicable.

(E) The ***retention*** applicable to Insuring Agreement I (B) shall apply to any ***loss*** as to which indemnification by the ***company*** or ***outside entity*** is legally required or permitted, whether or not actual indemnification is made unless such indemnification is not made by the

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company, or ***outside entity*** solely by reason of its financial insolvency in which case no ***retention*** shall apply.

(F) If a payment is made by the ***insurer*** to any ***insured person*** under this Policy as to which indemnification by the ***company*** was legally required or permitted but not made by the ***company***, the ***company*** agrees to pay to the ***insurer*** the amount of the ***retention*** applicable to I. Insuring Agreement (B). The ***insurer*** shall be entitled to set off such amounts against any sums due from the ***insurer*** to the ***company***.

(G) If different ***retentions*** are applicable to different parts of any ***loss***, the applicable ***retention***(s) will be applied separately to each part of such ***loss***, and the sum of such ***retention***(s) will not exceed the largest applicable ***retention*** set forth in Item 4 of the Schedule.

VII. Defence, Settlement and Allocation of *Loss*

(A) It shall be the duty of the ***insured*** to defend any ***claim***. The ***insurer*** shall have the right and be given the opportunity to participate with each ***insured*** in the defence and settlement of any ***claim*** that appears likely to involve the ***insurer***.

(B) Except as provided for in Extension II (H) Emergency Costs, the ***insurer*** shall not be obliged to pay any ***defence costs*** unless the ***insurer*** has provided prior written consent to the ***defence costs*** being incurred, such consent not to be unreasonably withheld, delayed or denied.

(C) The ***insurer*** shall not be obliged to make any payment in connection with any liability admitted by the ***insured,*** nor any settlement agreed by the ***insured,*** unless the ***insurer*** has provided prior written consent to the liability being admitted or settlement being agreed, such consent not to be unreasonably withheld, delayed or denied.

(D) Upon the written request of an ***insured***, the ***insurer*** will, within 60 days, advance ***defence costs*** on a current basis in excess of the applicable ***retention***, if any, before the disposition of the ***claim*** for which this Policy provides coverage. If it is finally determined that the ***loss*** incurred is not covered under this Policy, then the ***insured*** shall repay such ***loss,*** including ***defence costs,*** paid to or on behalf of the ***insured***.

(E) In the event the ***company*** or the ***outside entity*** refuses to indemnify the ***insured persons*** even if it is legally required or permitted to do so, the ***insurer*** shall advance ***defence costs*** to the ***insured persons*** and the provisions of Clauses VI (E) and (F) above shall apply. A "refusal to indemnify" shall mean a written refusal by the ***company*** or the ***outside entity*** to indemnify the ***insured persons.***

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(F) If both ***loss*** covered by this Policy and loss not covered by this Policy are incurred, either because a ***claim*** made against the ***insured*** contains both covered matters and matters not covered by this Policy, or because a ***claim*** is made against both the ***insured*** and others (including the ***company*** for ***claims*** other than ***securities claims***) not insured under this Policy, the ***insured*** and the ***insurer*** will use their best efforts to determine a fair and appropriate allocation of ***loss*** between that portion of ***loss*** that is covered under this Policy and that portion of ***loss*** that is not covered under this Policy. Additionally, the ***insured*** and the ***insurer*** agree that in determining a fair and appropriate allocation of ***loss***, the parties will take into account the relative legal and financial exposures of, and relative benefits obtained in connection with the defence and/or settlement of the ***claim*** by, the ***insured*** and others.

(G) In the event that an agreement cannot be reached between the ***insurer*** and the ***insured*** as to an allocation of ***loss***, as described in VII(F) above, then the ***insurer*** shall advance that portion of ***loss*** which the ***insured*** and the ***insurer*** agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this Policy and applicable law.

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VIII. General Conditions

(A) **NOTICE**

(1) The ***insured*** must give the ***insurer*** written notice of any ***claim*** first made against the ***insured*** during the ***policy period***, as soon as practicable after the parent company's risk manager or general counsel (or equivalent) becomes aware of such **claim** and, in any event, within thirty (30) days of the end of the ***policy period***, or within such additional ***discovery period*** as may apply. If the ***insured*** does not give notice to the ***insurer*** in compliance with this clause, the ***insurer*** shall have no liability under this Policy in respect of that ***claim***.

(2) During the ***policy period***, the ***insured*** may also give the ***insurer*** written notice of any ***investigation***, event, or proceeding which could give rise to cover under any Extension in Section II of this Policy. If the ***insured*** does not give notice to the ***insurer*** in compliance with this Clause VIII (A) (2), the ***insurer*** shall have no liability under this Policy in respect of any such ***investigation***, event or proceeding.

(3) During the ***policy period***, the ***insured*** may also notify the ***insurer*** of any fact or circumstance which may reasonably give rise to a ***claim***. Such notice must include the reasons why the ***insured*** reasonably anticipates that the fact or circumstance may give rise to a ***claim*** with full particulars of the dates, acts and persons involved.

(4) Any ***claim*** made after expiry of the ***policy period*** which alleges, arises out of, is based upon or attributable to any ***interrelated wrongful act*** which was the basis of:

(i) a ***claim*** first made during the ***policy period*** (or applicable ***discovery period***) which has been notified to the ***insurer*** in accordance with clause VIII (A) (1) above; or

(ii) a fact or circumstance, ***investigation***, event, or proceeding, which has been notified to the ***insurer*** in accordance with clauses VIII (A) (2) or (3) above;

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will be treated by the ***insurer*** as having been notified during the ***policy period***,

(5) All notices must be sent by certified mail or the equivalent to the address set forth in Item 8 of the Schedule: Attention: Professional Lines Claims Department.

(B) OTHER INSURANCE

(1) All ***loss*** payable under this Policy will be specifically excess of and will not contribute with any other insurance, including any insurance that would have been valid and collectable in the absence of this insurance. This Policy will not be subject to the terms of any other insurance policy.

(2) All coverage under this Policy for ***loss*** from ***claims*** made against the ***insured persons*** while acting in their capacity as an ***outside director***, will be specifically excess of and will not contribute with, any other insurance or indemnification available to such ***insured person*** from such ***outside entity*** or its insurers by reason of their service as such.

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(C) PRIORITY OF PAYMENTS

If ***loss***, including ***defence costs***, shall be payable under more than one of the Insuring Agreements, then the ***insurer*** shall, to the maximum extent practicable and subject at all times to the ***insurer's*** maximum aggregate ***limit of liability*** as set forth in Item 3 of the Schedule, pay such ***loss*** as follows:

(1) first, the ***insurer*** shall pay that ***loss***, if any, which the ***insurer*** may be liable to pay on behalf of the ***insured persons*** under Insuring Agreement I (A); and

(2) second, the ***insurer*** shall pay that ***loss***, if any, which the ***insurer*** may be liable to pay on behalf of the ***company*** under Insuring Agreements I (B), (C) or otherwise.

(D) CANCELLATION

This Policy may only be cancelled for non-payment of premium. If the premium is not paid within (60) days after inception of the ***policy period***, the ***insurer*** may cancel this Policy, with effect from inception, by providing twenty (20) days written notice of cancellation to the ***parent company*** as the agent of record for the ***insured***. If premium is paid during the 20 day notice period, the notice of cancellation will be revoked.

(E) REMEDIES FOR MISREPRESENTATION AND/OR NON-DISCLOSURE

The ***insurer*** irrevocably waives any and all rights and remedies it may have as a result of any misrepresentation or non-disclosure including, but not limited to, any right it may have to rescind or avoid this Policy, except with respect to:

(1) an ***insured person*** who was fraudulent in relation to the misrepresentation or non-disclosure in question; or

(2) the ***company*** in respect of Insuring Agreement I (C).

(F) **SEVERABILITY**

The ***proposal*** shall be construed as a separate ***proposal*** by each ***insured***. With respect to the information and statements contained in such ***proposal*** or otherwise provided to the ***insurer*** when the Policy was placed, no statement or knowledge possessed by any one ***insured*** shall be imputed to any other ***insured*** for the purpose of determining the availability of cover for any other ***insured***. The acts, omissions, knowledge, or warranties of any ***insured*** shall not be imputed to any other ***insured*** with respect to the cover available under this Policy.

Only the knowledge or information possessed by the past, present or future Chairman, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer or General Counsel (or equivalent in any jurisdiction) of the ***company*** will be imputed to such ***company***.

(G) **ASSISTANCE, COOPERATION AND SUBROGATION**

(1) The ***insured*** agrees to provide the ***insurer*** with all information, assistance and cooperation that the ***insurer*** may reasonably request, and further agrees that they will do nothing which in any way increases the ***insurer's*** exposure under this Policy or in any way prejudices the ***insurer's*** potential or actual rights of recovery.

(2) In the event of any payment under this Policy, the ***insurer*** shall be subrogated to all of the potential or actual rights of recovery of the ***insured***. The ***insured*** shall execute all papers required and will do everything necessary to secure such rights including but not limited to the execution of such documents as are necessary to enable the ***insurer*** to bring suit in their name, and will provide all other assistance and cooperation which the ***insurer*** may reasonably require.

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(H) **EXHAUSTION**

If the ***limit of liability*** and the special excess limits specified in Extensions II (A) and (B), are exhausted by the payment of ***loss***, the premium for this Policy will be deemed fully earned, and all obligations of the ***insurer*** under this Policy will be completely fulfilled and exhausted, and the ***insurer*** will have no further obligations of any kind whatsoever under this Policy.

(I) **ASSIGNMENT AND CHANGES TO THE POLICY**

(1) Assignment of interest under this Policy shall not bind the ***insurer*** unless the ***insurer*** has given prior written consent.

(2) Notice to any agent of the ***insurer*** or knowledge possessed by any agent or other person acting on behalf of the ***insurer*** will not cause a waiver or change in any part of this Policy or prevent the ***insurer*** from asserting any right under the terms, conditions and limitations of this Policy.

(3) The terms, conditions and limitations of this Policy may only be waived or changed by written endorsement.

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(J) **AUTHORISATION AND NOTICES**

It is understood and agreed that the ***parent company*** will act on behalf of the ***company*** and the ***insured persons*** with respect to:

(1) the payment of premium;

(2) the receiving of any return premium that may become due under this Policy;

(3) the giving of all notices to the ***insurer***; and

(4) the receiving of all notices from the ***insurer***.

Subject to the other provisions of this Policy, this General Condition (J) does not preclude an ***insured person*** from notifying the ***insurer*** in accordance with General Condition (A).

(K) **CONFIDENTIALITY**

(1) The ***insurer*** will treat as confidential all information provided to it by the ***insured*** in connection with this Policy and will not, without the prior consent of the ***parent company***, disclose any such information to any third party. However, the ***insurer*** shall be entitled, without the consent of the ***parent company***, to disclose any confidential information to:

(i) any director, officer, employee, agent, reinsurer or adviser of the ***insurer*** and/or its group companies in dealing with the insurance of the ***insured***, including underwriting and claims handling purposes;

(ii) to any person in order to comply with any legal or regulatory requirement; or

(iii) a court, mediator, or arbitrator to whom matters are referred in connection with this Policy or with any reinsurance of this Policy.

(2) The ***insurer*** will not be required to treat as confidential any information provided to it by an ***insured*** if that information:

(a) is in the public domain, other than by means of the ***insurer*** having disclosed it; or

(b) was in the ***insurer's*** possession prior to it being provided by the ***insured***.

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(L) **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exist or is available apart from that Act.

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(M) JURISDICTION AND GOVERNING LAW / ARBITRATION

This Policy shall be governed by and construed in accordance with the laws of Ontario, Canada.

All matters in difference between the parties arising under, out of or in connection with this Policy, including formation and validity, and whether arising during or after the period of this Policy, shall be referred to an arbitration tribunal. The seat and place of arbitration shall be Ontario, Canada.

The arbitration shall be conducted in accordance with the latest UK ARIAS Rules published at the time that arbitration is commenced by the claimant (the party requesting arbitration), unless the rules conflict with this clause, in which case this clause will prevail.

Unless the parties agree to appoint a sole arbitrator within 14 days of one receiving a written request from the other for arbitration, the claimant shall appoint his arbitrator and give written notice to the respondent. Within 14 days of receiving such notice the respondent shall appoint his arbitrator and give written notice to the claimant.

If the respondent refuses to, or fails to appoint an arbitrator within 14 days of receiving written notice of the appointment of the claimant's arbitrator, the claimant may give notice in writing to the respondent that he proposes to appoint his arbitrator to act as the sole arbitrator. If the respondent does not within 7 clear days of that notice being given make the required appointment and notify the claimant that he has done so, the claimant may appoint his arbitrator as sole arbitrator whose award shall be binding on both parties as if he had been so appointed by agreement.

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Where two arbitrators have been appointed by the claimant and the respondent, those arbitrators shall appoint a third arbitrator. Should they fail to appoint such a third arbitrator within 28 days of the appointment of the respondent's arbitrator then either of them or either of the parties may apply to the appointor for the appointment of the third arbitrator. The appointor shall be the Chairman for the time being of ARIAS (UK) or if he is unavailable or it is inappropriate for him to act for any reason, such person as may be nominated by the Committee of ARIAS (UK). If for any reason such persons decline or are unable to act, then the appointor shall be the Judge of the appropriate Courts having jurisdiction at the place of arbitration.

The three arbitrators shall decide by majority. If no majority can be reached the verdict of the third arbitrator shall prevail. He shall also act as chairman of the tribunal.

Unless the parties otherwise agree the arbitration tribunal shall consist of persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance as persons engaged in the industry itself or as lawyers or other professional advisers.

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(N) **COMPLAINTS**

Every effort is made to ensure that a high standard of service is provided. However, if the ***insured*** is not satisfied with the service it has received, it should contact:

Compliance Officer
XL Insurance Company Limited
XL House
70 Gracechurch Street
London, EC3V 0XL

Telephone: 020 7933 7000

Please quote the Policy or claim number and the name of the ***parent company***.

Complaints that cannot be resolved by the Compliance Officer may be referred to the Financial Ombudsman Service.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London, E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

Telephone 0845 080 1800

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Fair Processing Notice

This Privacy Notice describes how the XL Catlin entity named as Insurer in this Policy (for the purpose of this notice “we”, “us” or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

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You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@xlcatlin.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: http://xlgroup.com/footer/privacy-and-cookies.

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **001**

PREMIUM PAYMENT WARRANTY

IT IS HEREBY WARRANTED that all premium due to Underwriters under this policy is paid within 60 days from inception.

Non-receipt by Underwriters of such premium, by midnight (local standard time) on the premium due date, shall render this policy void with effect from Inception.

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **002**

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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Friday, June 10, 2022 11:03:57AM

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **003**

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

LMA5028
10/08/06

Form approved by Lloyd's Market Association

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Friday, June 10, 2022 11:06:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **004**

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;

b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;

c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

01/11/11
LMA5180

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Friday, June 10, 2022 11:06:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **005**

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT

Except as stated in the Special Cancellation Clause and in consideration of the premium for which this insurance is written it is agreed that in the event of cancellation thereof by the Assured the earned premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For Insurances written for one year:-

Days Insurance in force	Per cent. of One year Premium	Days Insurance in force	Per cent. of One year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	(6 months)...................60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	(1 month)...................19	210 - 214	(7 months)...................67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	(8 months)...................74
59 - 62	(2 months)..................27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	(9 months)...................80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	(3 months).................35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	(10 months).................87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	(4 months)...................44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	(11 months).................94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	(5 months)...................52	361 - 365	(12 months)...............100

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

B. For insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months:

   a. Determine full annual premium as for an insurance written for a term of one year.

   b. Deduct such premium from the full insurance premium, and on the remainder calculate the *pro rata* earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.

   c. Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

N.M.A. 45 (Amended)

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **006**

SPECIAL CANCELLATION CLAUSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary in this Policy including any endorsement or amendatory thereto, in the event:

1. the Underwriter ceases all underwriting operations; or

2. the Underwriter is the subject of an order or resolution for winding up or formally propose a scheme of arrangement, or is placed into rehabilitation or liquidation by any state department of insurance; or

3 the Underwriter has its authority or license to carry on insurance business withdrawn; or

4 Lloyd's financial strength rating is issued below A- by A.M. Best Company or by Standard & Poor's Rating Services,

the **Parent Company** may cancel this Policy by giving notice within thirty (30) days of such event and the return premium shall be calculated on a pro rata basis to the time on the risk. Any return of premium shall also be subject to a written full release of liability from the **Insureds**. In the event there are any notified, reserved or paid **Claims, Investigations, Losses** or circumstances, return premium shall be calculated on a short rate basis pursuant to the terms of the Policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **007**

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

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Friday, June 10, 2022 11:06:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **008**

LLOYD'S INSURANCE COMPANY S.A. AMENDATORY ENDORSEMENT

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary:

1. Where coverage is afforded by both (a) Underwriters at Lloyd's, London and (b) Lloyd's Insurance Company S.A. the following shall apply:

   A. **Shared Limit of Liability Clause**
   The total amount payable under the applicable Limit of Liability of this contract of Insurance (covering Worldwide excluding EEA) combined with the corresponding Limit Of Liability of this contract (covering EEA) in respect of each and every loss and in the aggregate, shall not exceed the applicable Limit Of Liability of this contract of Insurance.

   B. **Shared Retention Clause**
   There shall be a single each loss and retention applicable to both this contract of Insurance (covering Worldwide excluding EEA) and this contract of Insurance (covering EEA) which shall be eroded by losses otherwise recoverable under either contract of insurance.

2. Solely with respect to the participation of Lloyd's Insurance Company S.A. the following amendments shall apply:

   A. **Service of Suit and Jurisdiction Clause**

   It is agreed that this Insurance shall be governed exclusively by the law and practice of Ontario, Canada and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Ontario, Canada.

   Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of

   Attorney in Fact for Lloyd's Underwriters
   1155 rue Metcalfe, Suite 2220
   Montreal
   Quebec H3B 2V6
   Canada

   who in this instance, has authority to accept service on its behalf.

   Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

   This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

   LBS0006A
   01/12/2019

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Friday, June 10, 2022 11:00:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

B. **Complaints Clause**

Any complaint should be addressed to:

Service Manager
Operations Team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 39
E-mail: enquiries.lloydsbrussels@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)
Telephone: 0800 023 4 567 (from inside the UK)
Fax: +44 20 7964 1001
Website: www.financial-ombudsman.org.uk

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0045
01/01/2019

C. **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to their extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94

All other terms, conditions, exclusions and limitations remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **009**

GERMAN INSURANCE PREMIUM TAX PAYMENT CLAUSE

It is noted and agreed that, for German Insurance Premium Tax purposes only, Insurers within this Contract are obliged to provide their German Tax Identification Number as follows:

Lloyd's of London	807/V90807004451
Lloyd’s Insurance Company SA	807/V20000025027

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **010**

SPECIFIED MATTERS EXCLUSION IN RESPECT OF 2019 SECURITIES CLASS ACTION

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause V**. Exclusions** is amended by the addition of:

(F) arising out of, based upon or attributable to:

1. any notices, events, investigations or actions scheduled below (hereinafter "Events"); the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any Event; or (b) any ***claim*** arising from any Event; or any ***wrongful act****,* underlying facts, circumstances, acts or omissions in any way relating to any Event; or

2. any such Event or any ***interrelated wrongful act***, regardless of whether or not such **Claim**, involved the same or different ***insureds***, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

SCHEDULE OF EVENTS:

As alleged in the class action complaint filed against Just Energy Inc and others by Eli Gottein and others in the United Dtates District Court, Southern District of New York on 31 July 2019.

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **011**

ANTHONY HORTON INCLUDED AS AN INSURED PERSON ENDORSEMENT

It is hereby understood and agreed that **IV. Definitions** N. "***insured person***" is amended with the addition of the following:

(5) Mr. Anthony Horton

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

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Endorsement No. **012**

SECURITY HOLDER DEMAND INVESTIGATORY COSTS

and

CLASS CERTIFICATION EVENT STUDY EXPENSES ENDORSEMENT

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following amendments are made:

1. It is understood and agreed that Item 3. of the Declarations is deleted in its entirety and replaced with the following:

   Item C. Limit of Liability:

   1. **USD 5,000,000** in the aggregate for the ***policy period*** for all ***loss***; but sublimited to

   2. **USD 50,000** in the aggregate for the ***policy period*** for all ***security holder demand investigatory costs*** under Insuring Agreement D.

2. It is understood and agreed that Item 4. of the Declarations is amended by the addition of the following:

   USD Nil each ***claim*** under Insuring Agreement I (D) and any indemnifiable ***security holder demand investigatory costs*** *or* ***class certification event study expenses.***

3. It is understood and agreed that **I. Insuring Agreements** is amended with the addition the following:

   (D) **Security Holder Demand Investigatory Costs**

   The ***insurer*** shall pay on behalf of the ***company*** all ***security holder demand investigatory costs*** resulting from any ***security holder demand*** first made during the ***policy period*** for a ***company wrongful act***.

4. It is understood and agreed that **IV. Definitions** (C) "***claim"*** is amended with the addition the following:

   (5) with respect to Insuring Agreement D., any ***security holder demand***.

5. It is understood and agreed that **IV. Definitions** (T). "***loss"*** is deleted in its entirety and replaced with the following:

(T) "***loss***" means

a) amounts which the ***insured*** is legally obligated to pay as ***defence costs***, ***class certification event study expenses***, damages, judgments, settlements or other amounts payable under the extensions to this policy, including interest and punitive or exemplary damages, and the multiplied portion of any damage award, in excess of the ***retention***;

b) with respect to Insuring Clause D., **Security Holder Demand Investigatory Costs** incurred by the ***company***

loss shall not include:

(1) fines, penalties or taxes imposed by law, except for punitive or exemplary damages and as provided in Extension II (L) Fines and Penalties and in Extension II (M) Personal Liability of ***Insured Persons*** for Corporate Taxes;

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

(2) employment-related compensation, wages or benefits; or

(3) matters which are uninsurable under applicable law.

The ***insurer*** shall not assert that ***loss*** attributable to allegations of violations of Section 11 or 12 of the Securities Act of 1933 (US) (including alleged violations of Section 11 and/or 12 of the Securities Act of 1933 by a Controlling Person pursuant to Section 15 of such Act) constitute uninsurable ***loss***.

With respect to the insurability of fines, penalties, punitive, exemplary and multiplied damages, the law of the jurisdiction most favourable to the insurability of such fines, penalties, damages shall be applied, and such jurisdictions shall include, but not be limited to, the jurisdictions where (a) the damages or fines were awarded or imposed, (b) the ***wrongful act***(s) giving rise to such damages or matters occurred, (c) the ***claim*** for such damages or fine was brought, (d) where the ***company*** is incorporated or has its principal place of business, or (e) where the ***insured persons*** or the ***Insurer*** is located.

6. It is understood and agreed that **IV. Definitions** is amended with the addition the following:

(LL) "***security holder demand***" means any written demand made by one or more security holders of the ***company*** upon the ***company's*** Board of Directors to bring a civil proceeding against any of the ***directors and officers*** for a ***wrongful act***.

(MM) ***"security holder demand investigatory costs"*** means reasonable fees and expenses incurred by the ***company*** in connection with the investigation, review or evaluation of any ***security holder demand***.

(NN) ***"class certification study expenses"*** means:

The reasonable and necessary fees, costs and expenses of an expert witness *consented* to by the ***insurer***, which consent shall not be unreasonably withheld, incurred by an ***insured*** to conduct an event study regarding any issues of fact relevant to the court's decision as to whether to grant class certification in a ***securities claim***.

If the law firm defending a ***securities claim*** recommends to the ***insured*** a specific expert witness to conduct an event study in the defense of such ***securities claim***, then the ***insured*** may hire such expert witness to perform such event study without further approval by the ***insurer***.

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Friday, June 10 2022 11:08:17AM

7. It is understood and agreed that **VI. Limit of Liability, Indemnifications and Retentions** A. and B. are deleted in its entirety and replaced with the following:

A. UNDERWRITERS shall be liable to pay **Loss** in excess of the amount of the applicable Retention up to the amount shown in Item C.1. of the Declarations, which shall be the maximum aggregate Limit of Liability of Underwriters under this Policy. The amount shown in Item C.2. of the Declarations shall be the maximum aggregate Sublimit of Liability of Underwriters under the Policy for **Security Holder Demand Investigatory Costs** arising from all **Security Holder Demands** under Insuring Clause D. Such Sublimit of Liability shall be part of, and not in additions to, the Limit of Liability stated in Item C.1. of the Declarations Payment of **Loss** by Underwriters shall reduce the Limit of Liability, and Underwriters shall have no duty to pay **Loss** after the Limit of Liability has been exhausted by payment of **Loss**. **Costs, Charges and Expenses** shall be part of and not in addition to the Limit of Liability.

B. Underwriters shall only be liable under this Policy for the amount of **Loss** in excess of the applicable Retention stated in Item D. of the Declarations. The **Assureds** shall be responsible for payment of the applicable Retention, which the **Assureds** shall bear uninsured and at their own risk. No Retention applies to Insuring Clauses A. and D or to ***class certification event study expenses.***. If more than one Retention stated in Item D. of the Declarations applies to a **Claim**, then the highest

applicable Retention payable by the **Assureds** for such **Claim** shall be applied. In no event shall more than one Retention be applied to a **Claim**.

8. It is understood and agreed that **VII. Defence, Settlement and Allocation of *Loss*** (B). is deleted in its entirety and replaced with the following:

   (B) Except as provided for in Extension II (H) Emergency Costs, the ***insurer*** shall not be obliged to pay any ***defence costs*** or ***security holder demand investigatory costs*** unless the ***insurer*** has provided prior written consent to the ***defence costs*** being incurred, such consent not to be unreasonably withheld, delayed or denied.

All other terms conditions and exclusions shall remain unchanged.

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Friday, June 10, 2022 11:06:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **013**

CORONAVIRUS ABSOLUTE EXCLUSION

The ***insurer*** shall not be liable to make any payment in connection with any ***claim*** made against an ***insured*** or in connection with any matter covered by an extension to this Policy based upon, arising out of, or in any way attributable to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to or resulting from:

(i) any fear or threat (whether actual or perceived) of; or

(ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

All other terms conditions and exclusions shall remain unchanged.

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Friday, June 10, 2022 11:06:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **014**

CANADIAN CORPORATE TAX EXTENSION

(SECTION 227.1 OF THE INCOME TAX ACT)

In consideration of the premium charged, it is hereby understood and agreed that coverage as is afforded by virtue of this policy in connection with ***claims*** made against any ***insured person*** of a ***company*** incorporated or formed in Canada and solely as respects Insuring Agreement (A) of this policy, the Definition of ***loss*** is amended by adding the following at the end thereof:

Notwithstanding the above, ***loss*** shall include (subject to the other terms, conditions and exclusions of the policy):

(1) taxes actually assessed against an ***insured person*** pursuant to section 227.1 of the Canadian Income Tax Act, Section 323 of the Canadian Excise Tax Act or any comparable Canadian Provincial Retail Sales Tax legislation (hereinafter such section referred to as the "***sections***"); and

(2) any related penalties and interest actually assessed against such ***insured person*** pursuant to the ***sections***.

It is further understood and agreed that solely for the purposes of the coverage afforded by virtue of this endorsement the following additional provisions shall apply:

(a) The term "***claim***" shall include any action, proceeding or investigation against an ***insured person*** commenced by Revenue Canada or any Canadian provincial tax authority pursuant to the ***sections*** that is commenced by a notice of investigation or similar document. ***Loss*** shall include ***defence costs*** incurred in connection with such a ***claim*** subject to the other terms, conditions and exclusions of the policy.

(b) As a condition precedent to the rights of the ***insured*** under this endorsement, an event identified in the sections of the Canadian Income Tax Act listed below shall have occurred prior to the ***claim*** being made against the ***insured***:

Sec. 227.1(2) (a)-(c)

(c) The ***company*** hereby agrees to indemnify and hold the ***insurer*** harmless from any payment made to or on the behalf of an ***insured person*** pursuant to the coverage granted by this endorsement.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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DROSENBLAT@OSLER.COM
Friday, June 10 2022 11:36:00 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **015**

STATUTORY CLAIMS ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Clause IV Definitions (C) ***claim*** is amended by the addition of the following:

   (6) a ***statutory claim.***

2. Clause IV Definitions is amended by the addition of the following:

   (OO) ***"statutory claim"*** means:

   a c***laim*** made against any insured person by an Canadian governmental authority, which alleges a violation of any Canadian federal, provincial or territorial law arising out of, based upon or attributable to:

   (1) the failure to deduct, withhold or remit tax from a payment of salary or wages of an employee of a ***company***

   (2) the failure to deduct, withhold or remit employment insurance contributions from a payment of salary or wages of an employee of a ***company,***

   (3) the failure to deduct, withhold or remit pension plan contributions from a payment of salary or wages of an employee of a ***company,***

   (4) the failure to pay wages of an employee of a ***company*** properly due and owing, or

   (5) the failure to collect or to remit taxes in accordance with Section 227.1 of the Canadian Income Tax Act, Section 323 of the Canadian Excise Tax Act, Section 43 of the Ontario Retail Sales Taxes Act, or similar provisions of any other Canadian provincial or territorial income tax or retail sales tax statute.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Friday, June 10, 2021 11:06:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **016**

NOMINAL DEFENDANT RESPONSE COSTS

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Insuring Clause (C) is amended to read as follows:

   (C) **Company Securities Claim and Nominal Defendant Cover**

   The ***insurer*** shall pay the ***loss*** of the ***company*:**

   (1) resulting from any ***securities claim*** first made against the ***company*** during the ***policy period***, for a ***company wrongful act*** and

   (2) incurred by a ***company*** or on its behalf by any ***insured persons*** (including through any special committee) as n**ominal defendant response costs.**

2. Clause IV Definitions is amended by the addition of the following:

   (PP) "***nominal defendant response costs"*** *means:* legal and related fees, costs and expenses incurred through a law firm with the ***insurer's*** consent that are reasonably and necessarily incurred in representing an ***company*** as a nominal plaintiff and/or nominal defendant in any ***derivative suit***. ***Nominal defendant response costs*** shall not include ***derivative investigation costs***, and ***derivative investigation costs*** shall not include ***nominal defendant response costs***. "***Loss***" includes ***nominal defendant response costs***.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Friday, June 10, 2022 11:06:07 AM

Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **017**

EMPLOYED LAWYERS PROFESSIONAL LIABILITY EXTENSION

WITH SUBLIMIT OF LIABILITY

In consideration of the premium charged, it is hereby understood and agreed that the term "***insured person***" is amended to include any ***"employed lawyer***," but only for ***wrongful acts*** (as defined below) in such ***employed lawyer's*** capacity as such, subject to the terms, conditions and limitations of the policy and this endorsement.

Solely for the purposes of the extension of coverage provided by this endorsement, the term "***wrongful act***" means any act, error or omission of an ***employed lawyer***, in the rendering or failure to render professional legal services for the ***company***, but solely in his or her capacity as such. Provided, however, the term "***wrongful act***" shall not mean any act, error or omission in connection with any activities by such ***employed lawyer***: (1) which are not related to such ***employed lawyer's*** employment with the ***company***; (2) which are not rendered on behalf of the ***company*** at the ***company's*** written request; or (3) which are performed by the ***employed lawyer*** for others for a fee.

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It is further understood and agreed that solely with respect to the coverage as is afforded by virtue of this endorsement, the ***insurer*** shall not be liable to make any payment for Loss in connection with any Claim(s) made against an ***employed lawyer***:

(a) Alleging, arising out of, based upon or attributable to any ***wrongful act*** occurring at a time when the ***employed lawyer*** was not employed as a lawyer by the ***company***;

(b) Alleging, arising out of, based upon or attributable to any w**rongful act**, if as of the ***continuity eate***, an ***Employed lawyer*** knew or could have reasonably foreseen that such **wrongful act** could give rise to a **Claim**; or

(c) Alleging, arising out of, based upon or attributable to any activities by an ***Employed lawyer*** as an officer or director of any entity other than the **company**.

It is further understood and agreed that for the purpose of the applicability of the coverage provided by this endorsement, the ***company*** with be conclusively deemed to have indemnified the ***Employed lawyer*** to the extent that the ***company*** is permitted or required to indemnify him or her pursuant to law, common or statutory, or contract, or the charter or by-laws of the ***company*** (Which are hereby deemed to adopt the broadest provisions of the law which determines and defines such rights of indemnity). The ***company*** hereby agrees to indemnify the ***employed lawyer*** to the fullest extent permitted by law including the making in good faith of any required application for court approval and the passing of any corporate resolution or the execution of any contract.

It is further understood and agreed that coverage as is afforded under this endorsement shall apply to a **wrongful act** of an ***employed lawyer*** only if one or more **insured person(s)** (other than an **employed Lawyer**) are and remain co-defendants in the action along with an **employed lawyer**.

It is further understood and agreed that the coverage provided by this endorsement is specifically excess over any other valid and collectible lawyers professional insurance, legal malpractice or errors and omissions

insurance and shall only drop down and be primary insurance only in the event of exhaustion of such other insurance due to losses paid thereunder.

The term "***employed lawyer***" means any employee of the ***company*** who is admitted to practice law and who is employed, or was employed, at the time of the alleged ***wrongful act*** as a lawyer full time for salaried by the ***company***.

Solely for the purposes of the coverage provided by this endorsement the term "***continuity date***" means for each ***employed lawyer*** the later of May 22, 2003 or the first date such person became an ***employed lawyer*** for the ***company***.

Solely in regard to the coverage provided by this endorsement, the maximum limit of the ***insurer's*** liability for all ***loss*** in the aggregated arising from all ***claims*** combined shall be USD 25,000 (hereinafter the "***sublimit of liability***"). This ***sublimit of liability*** shall be part of and not in addition to the aggregate ***limit of liability*** stated in the Declarations and will in no way serve to increase the ***insurer's*** Limit of Liability as therein stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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Attaching to and forming part of Policy No: **B0146ERINT2000452**

Issued to: **Just Energy Group Inc.**

Endorsement No. **018**

SPECIFIED MATTERS EXCLUSION IN RESPECT OF SNYDER LETTERS

In consideration of the premium charged for this Policy, it is hereby understood and agreed that the ***insurer*** shall not be liable to make any payment for that portion of ***loss*** arising from any ***claim*** made against an ***insured*** arising out of, based upon or attributable to the events scheduled below (hereinafter "Events"); the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any such Event; or (b) any ***claim*** arising from any such Event; or (c) any ***wrongful acts***, circumstances, acts or omissions relating to any such Event.

SCHEDULE OF EVENTS:

Letters from Robert Lloyd Snyder to the Board of Directors of the Company dated 23 December 2019, and to the Company dated 28 February 2020 and 17 March 2020 (as detailed under Schedule 13D/A notifications CUSIP No. 48213W101)

Notwithstanding the foregoing, this exclusion shall not apply to any other matters involving Mr Robert Lloyd Snyder or the Robert L. Snyder Trust provided that they are unrelated to the matters detailed in the Schedule of Events above.

All other terms and conditions of this Policy remain unchanged.

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Paragon International Insurance Brokers
140 Leadenhall Street
London EC3V 4QT

Telephone
+44 (0)20 7280 8200
Facsimile
+44 (0)20 7280 8270

Website
www.paragonbrokers.com
Email
info@paragonbrokers.com

Unique Market Reference:B0146ERINT2000452
Date: 3rd April 2020

Market Security:

In respect of Non-EEA countries (the UK is deemed to be a Non-EEA country)

Signed Line %	Insurer
100.00 %	Certain Lloyd's Underwriters as per the Schedule below

Schedule of Underwriters at Lloyd's being:

Signed Line %	Syndicate No.	Pseudonym	Syndicate Full Name
100.00 %	2003	XLC	XL Catlin Syndicate
100.00 %			

In respect of EEA countries

Signed Line %	Insurer
100.00 %	Lloyd's Insurance Company S.A. Reinsured by Lloyd's Syndicate XLC 2003

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Please Note

All premiums specified herein exclude U.S. State Surplus Lines Taxes, Self / Direct Procurement Taxes, Federal Excise Taxes, local Provincial Taxes, Filing Fees and other parafiscal charges unless specifically stated.

THIS IS EXHIBIT BB REFERRED TO IN THE

AFFIDAVIT OF JAMIE SHILTON

AFFIRMED BEFORE ME THIS 18TH DAY OF AUGUST, 2023

COMMISSIONER FOR TAKING AFFIDAVITS

VLAD CALINA (LSO NO. 69072W)

Paragon International Insurance Brokers
140 Leadenhall Street
London EC3V 4QT

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Facsimile
+44 (0)20 7280 8270

Website
www.paragonbrokers.com
Email
info@paragonbrokers.com

WYLIE CRUMP LTD
301-1620 West 8th Avenue
Vancouver
British Columbia V6J 1V4
Canada

Contract: B0146ERINT2000453

Date: 3 April 2020

Insured: Just Energy Group, Inc.

Further to your instructions we have effected the attached amendment to the insurance contract referenced above.

Please examine this amendment carefully and notify us immediately if it is incorrect, or does not meet your requirements.

Duty to Disclose:

This amendment to your insurance cover is based on the information you provided to us and on which we and the insurer(s) have relied. If you have not provided to us all material information or you discover that the information you have provided is inaccurate, please advise us immediately in order that we may seek revalidation of terms with the insurer(s).

We take this opportunity to remind you that you have a duty to disclose all information which a) is material to the coverage requirements, b) might influence the insurer(s) in deciding whether or not to accept your business, c) might affect which terms and conditions the insurer(s) impose, or d) might affect the premium the insurer(s) charge. This duty to disclose is an ongoing responsibility for the duration of the contract and failure to make such disclosure may allow the insurer(s) to cancel the policy, avoid a claim or even avoid the contract.

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Premium Payment Terms:

If an additional premium is payable then payment of such premium is a condition of the contract. If the insurer(s) have imposed a payment warranty you must make sure that the additional premium is paid to us early enough to give us sufficient time to pay the insurer(s). Failure to pay the additional premium or to meet a payment warranty may enable the insurer(s) to avoid this amendment to the contract.

Claims:

In the event of any claim or circumstance that might lead to a claim, please follow the instructions in the original contract. If you have any questions relating to claims or doubts as to what constitutes a circumstance then please contact Simon Witham on +44 (0)20 7280 8227 or switham@paragonbrokers.com

Should you have any questions please feel free to contact us.

Yours sincerely,

Director / Authorised Signatory

Authorised and Regulated by the Financial Conduct Authority. Accredited Lloyd's Broker.
Registered in England at the above address. Company No. 3215272.
Paragon Brokers (Bermuda) Ltd. LOM Building, 27 Reid Street, Hamilton HM 11, Bermuda. Registration No. 33838.

Paragon

PARAGON INTERNATIONAL INSURANCE BROKERS LIMITED

AMENDMENT TO
CONTRACT OF INSURANCE

Unique Market Reference: B0146 ERINT2000453

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Thank you for choosing Paragon International Insurance Brokers Limited for your Insurance requirements.

This document contains an amendment to the terms and conditions of your Insurance. It is a legal document that you must read to ensure that you understand what is covered and what is excluded by your Insurance.

If you have any questions or concerns please contact us, we would be happy to hear from you.

Paragon

Important Information

(Please Read Carefully)

Material Facts

All material facts must be disclosed to us. Failure to do so may affect your rights under this insurance. A material fact is a fact likely to influence an insurer in the acceptance or assessment of this Insurance. If you are uncertain whether a fact is 'material', then for your own protection it should be disclosed to us so that we can advise you.

Policy Terms

The coverage afforded by this insurance is subject to all the terms, conditions and exclusions contained in the original contract. If you have any questions or concerns about this insurance, you should first contact us at the address set out below.

Subjectivities

If this contract contains subjectivities then you must take the necessary steps to provide the information requested by insurers and / or comply with their instructions. Failure to comply with the subjectivities may limit or restrict some, or all, of the coverage under this insurance. In some instances insurers may be able to avoid the contract.

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Our Services

We are committed to providing you with a high quality service, which we expect to maintain throughout the duration of the policy. In order for you to appreciate this level of service we ask that in the first instance you carefully read through this document to ensure that you understand the extent of the coverage provided, the terms, conditions and exclusions that apply. In particular please note what is required of you if and when you become aware of a claim, or a circumstance which may give rise to a claim, being made against you.

Contact Address:

Paragon International Insurance Brokers Ltd.,
140, Leadenhall Street,
London,
EC3V 4QT

Tel: 020 7280 8200
Fax: 020 7280 8270
Email: info@paragonbrokers.com

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RISK DETAILS:

UNIQUE MARKET REFERENCE:	B0146ERINT2000453
TYPE:	EXCESS MANAGEMENT LIABILITY INSURANCE
NAMED INSURED:	**JUST ENERGY GROUP INC.**
PRINCIPAL ADDRESS:	6345 Dixie Road, Suite 200 Mississauga Ontario L5T 2E6 Canada
POLICY PERIOD:	From: 1 April 2020 To: 1 April 2021 Both dates at 12.01 a.m. Local Time at the Principal Address stated above.
INTEREST:	Management liability, as per underlying Policy wording.

LIMIT OF LIABILITY:

USD5,000,000 each claim, including costs and expenses incurred in the defense or settlement of such claim.

USD5,000,000 Aggregate for the Policy Period, including costs and expenses incurred in the defense or settlement of all claims

Sublimited to:

USD50,000 Aggregate for the Policy Period in respect of Derivative Investigation Costs as set forth in Insuring Agreement (D) of the Followed Policy.

In Excess of Underlying Limits of:

USD5,000,000 Aggregate for the Policy Period, including costs and expenses incurred in the defense or settlement of all claims

Sublimited to:

USD50,000 Aggregate for the Policy Period in respect of Derivative Investigation Costs as set forth in Insuring Agreement (D) of the Followed Policy.

Which is in turn in excess of primary retentions

TERRITORIAL SCOPE: Worldwide, as per underlying Policy wording

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CONDITIONS:

1. Policy wording: Excess Wording as attached, plus amendments detailed hereon.
2. Notification Pursuant to Clause VI shall be given to: Hiscox, Attn Public Directors and Officers Claims, 101 California Street, Suite 1950, San Francisco, California 94111, United States of America or Hiscox Syndicate 33 using the following email address: LondonMarketD&OClaims@hiscox.com (with copy to claims@paragonbrokers.com)
3. LMA5028 Service of Suit (Canada) Clause naming Attorney in Fact for Lloyds Underwriters, 1155 rue Metcalfe, Suite 2220, Montreal, Canada H3B 2V6
4. LMA5180 Intention for AIF to Bind Clause
5. Followed Policy and Underlying Insurance as detailed under "INFORMATION" herein.
6. NMA45 New Short Rate Cancellation Table Endorsement, amended to allow pro-rata cancellation by the insured in the event that the Special Cancellation Clause is invoked.
7. Special Cancellation Clause
8. Follow Form and Drop Down over Underlying Sublimit Endorsement
9. Amended Underwriters Rights Endorsement
10. Survival of Sublimits Clause
11. Lloyd's Insurance Company S.A. Amendatory Endorsement
12. German Insurance Premium Tax Payment Clause
13. Coronavirus Absolute Exclusion
14. Specified Matters Exclusion in Respect of Snyder Letters
15. Specified Matters Exclusion in Respect of in respect of 2019 securities class action

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NOTICES: None.

SUBJECTIVITIES: None.

CHOICE OF LAW AND JURISDICTION (DISPUTES CLAUSE): Choice of Law: Ontario, Canada
Jurisdiction as per Service of Suit Clause

PREMIUM: **USD330,000.00** (100%) for the Policy Period, plus any tax as applicable. Premium split as follows:

USD1,063.32 in respect of the EEA

USD328,936.68 in respect of the Rest of the World

For the purposes of the split of premium above the UK is treated as a non-EEA country

PREMIUM PAYMENT TERMS: LSW3001 – 60 day Premium Payment Clause

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: See attached Schedule of Regulatory Risk Locations and Applicable Taxes stated under INFORMATION herein

RECORDING, TRANSMITTING & STORING INFORMATION: Paragon International Insurance Brokers Ltd will maintain risk and claims data, information and documents, which may be held on paper or electronically.

INSURER CONTRACT DOCUMENTATION: This contract documentation details the contract terms entered into by (re)insurer(s) and constituted the contract document. Any further documentation changing this contract agreed in accordance with the contract change provisions set out in this contract shall form the evidence of such change.

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INFORMATION

SIC Code: 4924
Market Cap: $137.317m (as of February 25th, 2020)

Followed Policy:
Insurer: Certain Underwriters at Lloyd's, London / Lloyd's Insurance Company S.A.
Policy No.: B0146ERINT2000452
Limit of Liability: USD5,000,000 in the aggregate
Retention: USD Nil / USD2,500,000 / USD 2,500,000

Underlying Insurance:
Insurer: }
Policy No.: } Not Applicable
Limit of Liability: }

German Address: Kapstadtring 10, 22297 Hamburg, Germany

Schedule of Regulatory Risk Locations and Applicable Taxes

Taxes Payable by Insured and Administered by Insurers:

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EEA Countries	Revenues No.	Revenues %	Tax Rate	Premium Allocation	Tax Amount
Germany	6,594,500	0.3222%	19.000%	1,063.32	202.03
Total EEA		**0.3222%**		**1,063.32**	**202.03**
Non-EEA Countries	**Revenues No.**	**%**	**Tax Rate**	**Premium Allocation**	**Tax Amount**
Canada (Alberta)	140,648,270	6.8723%	0.000%	22,678.62	0.00
Canada (BC)	999,320	0.0488%	0.000%	161.13	0.00
Canada (Manitoba)	2,329,740	0.1138%	0.000%	375.66	0.00
Canada (Ontario)	142,773,330	6.9761%	0.000%	23,021.27	0.00
Canada (Quebec)	4,051,460	0.1980%	0.000%	653.27	0.00
Canada (Sask)	10,197,880	0.4983%	0.000%	1,644.34	0.00
United States	1,739,000,000	84.9704%	0.000%	280,402.40	0.00
Total Non-EEA		**99.6778%**		**328,936.68**	**0.00**
Non-Licensed Countries	**Revenues No.**	**%**	**Tax Rate**	**Premium Allocation**	**Tax Amount**
Total Non-Licensed		**0.0000%**		**0.00**	**0.00**
Total Non-EEA				**328,936.68**	**0.00**
POLICY TOTAL		**100.0000%**		**330,000.00**	**202.03**

Taxes Payable by Insured and Administered by Insured or their representatives:

Country	Tax	Tax Rate	Attributable Premium	Tax Amount
Canada (Manitoba)	Retail Sales Tax	8.000%	$375.66	$30.05
Canada (Ontario)	Retail Sales Tax	8.000%	$23,021.27	$1,841.70
Canada (Quebec)	Retail Sales Tax	9.000%	$653.27	$58.79
Canada (Sask)	Retail Sales Tax	6.000%	$1,644.34	$98.66

SECURITY DETAILS

INSURERS LIABILITY:

In respect of EEA locations:

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to their extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94

In respect of Rest of the World excluding EEA locations:

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

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Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to “this contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written “to stand” will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the (re)insurers.

However:

a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;

b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such (re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

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MODE OF EXECUTION CLAUSE:

This contract and any changes to it may be executed by:

a. electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person’s handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

b. a unique authorisation provided via a secure electronic trading platform

c. a timed and dated authorisation provided via an electronic message/system;

d. an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

e. an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).;

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

DECLARATIONS

Excess Insurance Policy

SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS OF THE FOLLOWED POLICY, THIS POLICY MAY ONLY APPLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD PROVIDED THAT SUCH CLAIM IS REPORTED IN WRITING TO THE UNDERWRITERS PURSUANT TO THE POLICY PROVISIONS. AMOUNTS INCURRED AS COSTS AND EXPENSES INCURRED IN THE DEFENSE OR SETTLEMENT OF CLAIMS SHALL REDUCE AND MAY EXHAUST THE APPLICABLE LIMIT OF LIABILITY AND ARE SUBJECT TO THE RETENTIONS. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY AMOUNTS AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED. PLEASE READ THIS POLICY CAREFULLY.

These Declarations along with the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

Policy Number: B0146ERINT2000453

Item 1. Named Insured: **Just Energy Group Inc.**

Principal Address: 6345 Dixie Road, Suite 200
Mississauga
Ontario
L5T 2E6
Canada

Item 2. Policy Period:

From: 1 April 2020

To: 1 April 2021

Both dates at 12:01 a.m. Local Time at the Principal Address stated in Item 1.

Item 3. Limit of Liability:

USD5,000,000 Each claim, including costs and expenses incurred in the defense or settlement of such claim.

USD5,000,000 Aggregate for the **Policy Period**, including costs and expenses incurred in the defense or settlement of all claims, sublimited to

USD50,000 Aggregate for the Policy Period in respect of Derivative Investigation Costs as set forth in Insuring Agreement D of the **Followed Policy**

In Excess of Underlying Limits of:

USD5,000,000 Aggregate for the Policy Period, including costs and expenses incurred in the defense or settlement of all claims, sublimited to

USD50,000 Aggregate for the Policy Period in respect of Derivative Investigation Costs as set forth in Insuring Agreement D of the **Followed Policy**

Which is in turn in excess of primary retentions

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Item 4.	Premium:	**USD330,000.00**	(100%) for the **Policy Period,** plus any tax as applicable. Premium split as follows:
		USD1,063.32	in respect of the EEA
		USD328,936.68	in respect of the Rest of the World

For the purposes of the split of premium above the UK is treated as a non-EEA country

Item 5. Notification pursuant to Clause VI. shall be given to:

Hiscox, Attn Public Directors and Officers Claims, 101 California Street, Suite 1950, San Francisco, California 94111, United States of America or Hiscox Syndicate 33 using the following email address: LondonMarketD&OClaims@hiscox.com (with copy to claims@paragonbrokers.com)

Item 6. Followed Policy:

Insurer:	Certain Underwriters at Lloyd's, London / Lloyd's Insurance Company S.A.
Policy No.:	B0146ERINT2000452
Limit of Liability:	USD5,000,000 in the aggregate
Retention:	USD Nil / USD2,500,000 / USD2,500,000

Item 7. Underlying Insurance:

Insurer: }
Policy No.: } Not Applicable
Limit of Liability: }

Item 8. Endorsements Effective at Inception:

As attached hereto

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Excess Insurance Policy

In consideration of the payment of the premium, in reliance upon all information and representations provided or made available by the **Insureds** to the Underwriters in connection with the underwriting of this Policy, the Underwriters and **Named Insured**, on behalf of all **Insureds**, agree as follows:

I. INSURING CLAUSE

This Policy shall provide coverage in accordance with all of the terms, conditions and limitations (including, but not limited to, the exclusions and notice requirements) of the **Followed Policy** except for the Limit of Liability, the premium or as otherwise set forth herein. Coverage hereunder shall attach only after all of the **Underlying Limits** have been exhausted through payments by, or on behalf of, or in place of the insurers of the **Underlying Insurance** of amounts under the **Underlying Insurance**. The risk of uncollectibility of any **Underlying Insurance** (in whole or in part), whether because of financial impairment or insolvency of an insurer of the **Underlying Insurance** or for any other reason, is expressly retained by the **Insureds** and is not insured by or assumed by the Underwriters.

II. DEFINITIONS

A. **Followed Policy** means the insurance policy identified in Item 6. of the Declarations.

B. **Insureds** mean all persons and entities covered under the **Followed Policy**.

C. **Named Insured** means all persons and entities set forth in Item 1. of the Declarations.

D. **Policy Period** means the period set forth in Item 2. of the Declarations.

E. **Underlying Insurance** means the **Followed Policy** and all other underlying insurance policies, if any, identified in Item 7. of the Declarations.

F. **Underlying Limits** mean an amount equal to the aggregate of all limits of liability of the **Underlying Insurance**.

III. LIMIT OF LIABILITY

The amount set forth in Item 3. of the Declarations shall be the maximum aggregate Limit of Liability of the Underwriters for all coverage under this Policy, regardless of the number of claims made against the **Insureds** or the time of payment and regardless of whether or not an extended reporting period applies.

IV. CHANGES TO UNDERLYING INSURANCE AND DEPLETION OF UNDERLYING LIMITS

If, subsequent to the inception date of this Policy, the terms, conditions or limitations of an **Underlying Insurance** are modified, the **Insureds** must notify the Underwriters in writing, as soon as practicable, of such modification.
If any changes to the **Followed Policy**: (a) expand coverage, (b) change the policyholder name or address, or (c) modify premium, this Policy shall not follow those changes unless the Underwriters agree in writing to do so. If any coverage under any **Underlying Insurance** is subject to a sub-limit, then this Policy provides no coverage excess of such sub-limit, but the Underwriters shall recognize payment of such amount as reducing the **Underlying Limit** by such amount. Furthermore, if any amount covered under any policy issued to the **Insureds** outside of the United States of America (a "Foreign Policy") and the **Underlying Insurance** expressly provides for the reduction of the **Underlying Limit** by reason of payment of such amount under the applicable Foreign Policy, then the Underwriters shall recognize payment of such amount as reducing the **Underlying Limit** by such amount.

V. UNDERWRITERS RIGHTS

The Underwriters have the same rights and protections as the insurer of the **Followed Policy** and shall have the right, but not the obligation, at their sole discretion, to elect to participate in the investigation, settlement, prosecution or defense of any claim.

VI. NOTICES

Where notice is permitted or required by the **Followed Policy**, the **Insureds** have the same rights and obligations to notify the Underwriters under this Policy, except that such notice shall be given to the Underwriters at the address set forth in Item 5. of the Declarations. Notice to any other insurer shall not constitute notice to the Underwriters unless also given to the Underwriters as provided above

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Friday, June 10, 2022

Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **1**

SERVICE OF SUIT CLAUSE (CANADA)
(Action against Insurer)

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec, H3B 2V6.

LMA5028
10/08/06

Form approved by Lloyd's Market Association

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Friday, June 10, 2022 11:07:42 AM

Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No: **2**

INTENTION FOR AIF TO BIND CLAUSE

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;

b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that policy to the policyholder or his broker;

c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

01/11/11
LMA5180

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **3**

NEW SHORT RATE CANCELLATION TABLE ENDORSEMENT

Except as stated in the Special Cancellation Clause and in consideration of the premium for which this insurance is written it is agreed that in the event of cancellation thereof by the **Named Insured** the earned premium shall be computed as follows:-

SHORT RATE CANCELLATION TABLE

A. For Insurances written for one year:-

Days Insurance in force	Per cent. of One year Premium	Days Insurance in force	Per cent. of One year Premium
1	5	154 - 156	53
2	6	157 - 160	54
3 - 4	7	161 - 164	55
5 - 6	8	165 - 167	56
7 - 8	9	168 - 171	57
9 - 10	10	172 - 175	58
11 - 12	11	176 - 178	59
13 - 14	12	179 - 182	(6 months)..................60
15 - 16	13	183 - 187	61
17 - 18	14	188 - 191	62
19 - 20	15	192 - 196	63
21 - 22	16	197 - 200	64
23 - 25	17	201 - 205	65
26 - 29	18	206 - 209	66
30 - 32	(1 month)..................19	210 - 214	(7 months)..................67
33 - 36	20	215 - 218	68
37 - 40	21	219 - 223	69
41 - 43	22	224 - 228	70
44 - 47	23	229 - 232	71
48 - 51	24	233 - 237	72
52 - 54	25	238 - 241	73
55 - 58	26	242 - 246	(8 months)..................74
59 - 62	(2 months).................27	247 - 250	75
63 - 65	28	251 - 255	76
66 - 69	29	256 - 260	77
70 - 73	30	261 - 264	78
74 - 76	31	265 - 269	79
77 - 80	32	270 - 273	(9 months)..................80
81 - 83	33	274 - 278	81
84 - 87	34	279 - 282	82
88 - 91	(3 months)................35	283 - 287	83
92 - 94	36	288 - 291	84
95 - 98	37	292 - 296	85
99 - 102	38	297 - 301	86
103 - 105	39	302 - 305	(10 months)................87
106 - 109	40	306 - 310	88
110 - 113	41	311 - 314	89
114 - 116	42	315 - 319	90
117 - 120	43	320 - 323	91
121 - 124	(4 months)..................44	324 - 328	92
125 - 127	45	329 - 332	93
128 - 131	46	333 - 337	(11 months)................94
132 - 135	47	338 - 342	95
136 - 138	48	343 - 346	96
139 - 142	49	347 - 351	97
143 - 146	50	352 - 355	98
147 - 149	51	356 - 360	99
150 - 153	(5 months)..................52	361 - 365	(12 months)..............100

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B. For insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.

2. If insurance has been in force for more than 12 months:

   a. Determine full annual premium as for an insurance written for a term of one year.

   b. Deduct such premium from the full insurance premium, and on the remainder calculate the *pro rata* earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.

   c. Add premium produced in accordance with items (a) and (b) to obtain earned premium during full period insurance has been in force.

N.M.A. 45 (Amended)

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **4**

SPECIAL CANCELLATION CLAUSE

In consideration of the premium charged for this Policy, it is hereby understood and agreed that notwithstanding anything to the contrary in this Policy including any endorsement or amendatory thereto, in the event:

1. the Underwriter ceases all underwriting operations; or

2. the Underwriter is the subject of an order or resolution for winding up or formally propose a scheme of arrangement, or is placed into rehabilitation or liquidation by any state department of insurance; or

3 the Underwriter has its authority or license to carry on insurance business withdrawn; or

4 Lloyd's financial strength rating is issued below A- by A.M. Best Company or by Standard & Poor's Rating Services,

the **Named Insured** may cancel this Policy by giving notice within thirty (30) days of such event and the return premium shall be calculated on a pro rata basis to the time on the risk. Any return of premium shall also be subject to a written full release of liability from the **Insureds**. In the event there are any notified, reserved or paid claims, investigations, inquiries, losses or circumstances, return premium shall be calculated on a short rate basis pursuant to the terms of the Policy.

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **5**

FOLLOW FORM AND DROP DOWN OVER UNDERLYING SUBLIMIT

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that upon exhaustion of the USD50,000 sublimit applicable to Derivative Investigation Costs described in Insuring Clause (D) of the **Followed Policy** (the "Followed Coverage") and any applicable sublimits on any **Underlying Insurance**, this Policy shall drop down and follow form of the terms, conditions and limitations of the Followed Coverage; provided, that the Underwriters' aggregate limit of liability applicable to such Followed Coverage shall be USD50,000 which amount shall be part of and not in addition to the Underwriters' aggregate limit of liability set forth in Item 3. of the Declarations.

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **6**

AMENDED UNDERWRITERS RIGHTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause V. UNDERWRITERS RIGHTS is deleted in its entirety and replaced with the following:

The Underwriters have the same rights and protections as the insurer of the **Followed Policy** and shall have the right, but not the obligation, at their sole discretion, to elect to participate in the investigation, settlement, prosecution or defense of any claim that is reasonably likely to involve this Policy.

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **7**

SURVIVAL OF SUBLIMITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS INSURANCE POLICY

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause IV. CHANGES TO UNDERLYING INSURANCE AND DEPLETION OF UNDERLYING SUBLIMITS is amended with the addition of the following:

Notwithstanding the foregoing, where any sub-limit of liability in any **Underlying Insurance** is not fully exhausted by payment of, or agreement to pay, or any insurers or those insured hereunder being found liable to pay loss under such **Underlying Insurance**, this policy will extend cover for that part of those losses which would otherwise be subject to such sub-limit of liability, provided that the amount payable hereunder shall not exceed the amount of such sub-limit not exhausted and shall be part of and not in addition to the Limit of Liability stated in Item 3 of the Declarations. In such event, such insurance as is afforded by this Policy shall remain in excess of the total **Underlying Limits**.

This endorsement does not apply to the sub-limit applicable to derivative investigation costs.

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **8**

LLOYD'S INSURANCE COMPANY S.A. AMENDATORY ENDORSEMENT

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary:

1. Where coverage is afforded by both (a) Underwriters at Lloyd's, London and (b) Lloyd's Insurance Company S.A. the following shall apply:

    Shared Limit of Liability Clause

    The total amount payable under the applicable Limit of Liability of this contract of Insurance (covering Worldwide excluding EEA) combined with the corresponding Limit of Liability of this contract (covering EEA) in respect of each and every loss and in the aggregate, shall not exceed the applicable limits of this contract of Insurance.

2. Solely with respect to the participation of Lloyd's Insurance Company S.A. the following amendments shall apply:

    A. **Service of Suit and Jurisdiction Clause**

    It is agreed that this Insurance shall be governed exclusively by the law and practice of Ontario, Canada and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Canada.

    Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of

    Attorney In Fact in Canada for Lloyd's Underwriters,
    1155, rue Metcalfe, Suite 2220,
    Montreal,
    Quebec, H3B 2V6.

    who in this instance, has authority to accept service on its behalf.

    Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

    This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

    LBS0006A
    01/12/2019

    B. **Complaints Clause**

    Any complaint should be addressed to:

    Service Manager
    Operations Team
    Lloyd's Insurance Company S.A.
    Bastion Tower
    Marsveldplein 5
    1050 Brussels
    Belgium

    Tel: +32 (0)2 227 39 39
    E-mail: enquiries.lloydsbrussels@lloyds.com

    Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

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A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being made, you may be eligible to refer your complaint to the Financial Ombudsman Service in the United Kingdom. The contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)
Telephone: 0800 023 4 567 (from inside the UK)
Fax: +44 20 7964 1001
Website: www.financial-ombudsman.org.uk

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0045
01/01/2019

C. **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to their extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94

All other terms, conditions, exclusions and limitations remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **09**

GERMAN INSURANCE PREMIUM TAX PAYMENT CLAUSE

It is noted and agreed that, for German Insurance Premium Tax purposes only, Insurers within this Contract are obliged to provide their German Tax Identification Number as follows:

Lloyd's of London	807/V90807004451
Lloyd’s Insurance Company SA	807/V20000025027

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

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Endorsement No. **10**

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 60 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 60th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08
LSW3001

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **11**

CHOICE OF LAW CLAUSE

It is hereby understood and agreed by both the **Named Insured** and Underwriters that any dispute concerning the interpretation of this Policy shall be governed by the laws of Ontario, Canada.

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **12**

INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA3333

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **13**

CORONAVIRUS ABSOLUTE EXCLUSION

Underwriters shall not be liable to make any payment in connection with any claim made against an **Insured** or in connection with any matter covered by an extension to this Policy based upon, arising out of, or in any way attributable to coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to or resulting from:

(i) any fear or threat (whether actual or perceived) of; or

(ii) any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

All other terms conditions and exclusions shall remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **14**

SPECIFIED MATTERS EXCLUSION IN RESPECT OF SNYDER LETTERS

In consideration of the premium charged for this Policy, it is hereby understood and agreed that **Underwriters** shall not be liable to make any payment for that portion of loss arising from any claim made against an **Insured** arising out of, based upon or attributable to the events scheduled below (hereinafter "Events"); the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any such Event; or (b) any claim arising from any such Event; or (c) any wrongful act, circumstances, acts or omissions relating to any such Event.

SCHEDULE OF EVENTS:

Letters from Robert Lloyd Snyder to the Board of Directors of the Company dated 23 December 2019, and to the Company dated 28 February 2020 and 17 March 2020 (as detailed under Schedule 13D/A notifications CUSIP No. 48213W101)

Notwithstanding the foregoing, this exclusion shall not apply to any other matters involving Mr Robert Lloyd Snyder or the Robert L. Snyder Trust provided that they are unrelated to the matters detailed in the Schedule of Events above.

All other terms and conditions of this Policy remain unchanged.

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Attaching to and forming part of Policy No: **B0146ERINT2000453**

Issued to: **Just Energy Group Inc.**

Endorsement No. **15**

SPECIFIED MATTERS EXCLUSION IN RESPECT OF 2019 SECURITIES CLASS ACTION

In consideration of the premium charged for this Policy, it is hereby understood and agreed that Clause V**.** Exclusions is amended by the addition of:

(F) arising out of, based upon or attributable to:

1. any notices, events, investigations or actions scheduled below (hereinafter "Events"); the prosecution, adjudication, settlement, disposition, resolution or defense of: (a) any Event; or (b) any claim arising from any Event; or any wrongful act*,* underlying facts, circumstances, acts or omissions in any way relating to any Event; or

2. any such Event or any interrelated wrongful act, regardless of whether or not such claim, involved the same or different **Insureds**, the same or different legal causes of action or the same or different claimants or is brought in the same or different venue or resolved in the same or different forum.

As alleged in the class action complaint filed against Just Energy Inc and others by Eli Gottein and others in the United Dtates District Court, Southern District of New York on 31 July 2019.

All other terms and conditions of this Policy remain unchanged.

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140 Leadenhall Street
London EC3V 4QT

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+44 (0)20 7280 8270

Website
www.paragonbrokers.com
Email
info@paragonbrokers.com

Unique Market Reference:B0146ERINT2000453
Date: 3rd April 2020

Market Security:

In respect of Non-EEA countries (the UK is deemed to be a Non-EEA country)

Signed Line %	Insurer
100.00 %	Certain Lloyd's Underwriters as per the Schedule below

Schedule of Underwriters at Lloyd's being:

Signed Line %	Syndicate No.	Pseudonym	Syndicate Full Name
100.00 %	33	HIS	Hiscox
100.00 %			

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In respect of EEA countries

Signed Line %	Insurer
100.00 %	Lloyd's Insurance Company S.A. Reinsured by Lloyd's Syndicate HIS 33

Please Note

All premiums specified herein exclude U.S. State Surplus Lines Taxes, Self / Direct Procurement Taxes, Federal Excise Taxes, local Provincial Taxes, Filing Fees and other parafiscal charges unless specifically stated.

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 14487893 CANADA INC.

Court of Appeal File No. COA-24-OM-0342
Superior Court File No. CV-21-00658423-00CL

COURT OF APPEAL FOR ONTARIO

Proceeding commenced at Toronto

MOTION RECORD OF THE PROPOSED APPELLANT, HAIDAR OMARALI

(Motion for Leave to Appeal, Returnable in Writing)

VOLUME 2 OF 3

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Lawyers for Haidar Omarali,
Representative Plaintiff in *Omarali v. Just Energy*