

LANDLORD'S WAIVER AND CONSENT

October 17, 2021

This Landlord's Waiver and Consent made as of by TOM MARACLE (the "**Landlord**") to and in favour ROYAL BANK OF CANADA (the "**Lender**").

The Lender has established, or is about to establish, certain credit facilities in favour of ORIGINAL TRADERS ENERGY LP (the "**Borrower**").

The Lender has, or will be granted, a security interest under, *inter alia*, the *Personal Property Security Act* (Ontario) in all of the personal property of the Borrower which includes, without limitation, all of Borrower's equipment (including, without limitation, (22) New underground Fiberglass Double Wall fuel tanks (Make : ZCL P-100DW-100KL tanks), any equipment financed by the Lender or otherwise owned or acquired by the Borrower which may have been installed, affixed or otherwise become an accession to the Leased Premises which can be removed, disassembled or rendered unaffixed from the Leased Premises), inventory, stock, goods and other property and assets which are now or in the future may become located or stored (but excludes any leasehold improvements to the applicable real property) (collectively, the "**Collateral**") at the location set out in Schedule "A" attached hereto and any other location owned or controlled by the Landlord (collectively, the "**Leased Premises**").

The Landlord owns or has an interest in the Leased Premises and has entered into a lease of the Leased Premises set out in Schedule "A", a copy of such lease being attached hereto as Schedule "B" (the "**Lease**").

In order to induce the Lender, now or from time-to-time, to make financial accommodations to the Borrower, and in consideration of any financial accommodation extended by the Lender to the Borrower at any time and for other good and valuable consideration now paid by the Lender to the Landlord (the receipt and sufficiency of which consideration is hereby acknowledged by the Landlord), the Landlord does hereby consent and agree with the Lender, as follows:

- (i) the Landlord acknowledges that: (a) the Lease is in full force and effect; and (b) the Landlord is not aware of any existing default under the Lease.
- (ii) the Landlord consents and agrees with the Lender that it will not and is hereby estopped from disputing that: (i) the Collateral is and shall remain separate, identifiable, moveable personal property of the Borrower; and (ii) the Collateral is not and shall not become a fixture to, incorporated into, or form part of, the Leased Premises and may be removed by the Lender or the Borrower at any time.
- (iii) the Landlord consents to the issuance of, and acknowledges the validity of, the Lender's security interest in the Collateral and disclaims and waives all interest in the Collateral at any time during which the Borrower is indebted to the Lender, and does hereby specifically waive any security interest in the Collateral provided in the Lease, and consents to the placement, storage and retention upon the Leased Premises of the Collateral or any portion thereof on the Leased Premises provided all is done in accordance with the Lease. The Landlord will not assert any claim or interest in the Collateral in priority to the Lender nor seek levy or distraint upon it for rent or otherwise.
- (iv) the Landlord consents to the Lender's entry upon the Leased Premises at reasonable times without notice to the Landlord to inspect or remove the Collateral from the Leased Premises (without the Lender being deemed to be in possession of the Leased Premises or being required to pay any amount to the Landlord whatsoever), so long as the Lender repairs physical damage, if any, done to the Leased Premises by the Lender or its agents, or reimburses the Landlord for the reasonable cost of such repairs, but not for any diminution in the value of the Leased Premises caused by the absence of the Collateral removed or by the necessity of replacing it.

- (v) the Landlord agrees to promptly give to the Lender written notice at 21 King Street W - Suite 200, Hamilton, Ontario L8P 4W7 of any default by the Borrower under the Lease and the Lender shall have the right, but not the obligation, for a period of ninety (90) days from receipt of that notice (or such longer period as may be provided for in the Lease) to cure any default. In addition, the Landlord shall also promptly advise the Lender, in writing, of the initiation of any proceeding, judicial or otherwise, to terminate the Borrower's rights in the Leased Premises, and the Landlord agrees that the Lender shall have ninety (90) days after receipt of that notice to enter upon the Leased Premises for purposes of taking possession or removing the Collateral from the Leased Premises (without the Lender being required to pay any amount to the Landlord whatsoever or being deemed to be in possession of the Leased Premises). In the event that the Lender cures a monetary default and the Landlord subsequently recovers such arrears from the Borrower pursuant to the Landlord's remedies under the Lease or at law, the Landlord agrees to reimburse the Lender for any payments so made by the Lender.
- (vi) if the Lender or its agent cures all existing material default(s) under the Lease as provided for and within the time specified in paragraph (iv) and continues to pay all amounts becoming due to the Landlord under the Lease after the curing of such default(s), the Lender or its agents shall be entitled to be in, or shall be entitled to permit the Tenant to be in, continued possession of the Leased Premises.
- (vii) as a separate remedy hereunder, the Landlord agrees that after the Lender has repossessed the Collateral and notified the Landlord of such fact, the Lender shall have the option of keeping the Collateral on the Leased Premises for purposes of completing any work in progress inventory or disposing of it from the Leased Premises for one hundred and eighty (180) days after the giving of such notice (the "Option Period"). During the Option Period, the Lender shall only be obligated to pay any basic and additional rent on a per diem basis, as specified in the Lease (but shall not otherwise be required to cure any outstanding defaults of the Borrower), until such time as the Collateral is completed or removed from the Leased Premises and the Lender has provided the Landlord with written notice that it intends to terminate the Option Period, provided; however, that the foregoing shall not restrict the Landlord's ability to show the Leased Premises to prospective tenants or purchasers or otherwise deal with the Leased Premises during such period, so long as such dealings do not interfere with the Collateral. Notwithstanding the right to remain on the Leased Premises for the full Option Period, the Lender shall have the option of terminating such arrangement at any time during the Option Period upon providing the Landlord with written notice of its intent at least two (2) days before such termination date.
- (viii) all notices hereunder shall be in writing, sent personal delivery or fax or other electronic communication, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.
- (ix) this Landlord's Waiver and Consent: (i) may be executed in any number of counterparts by any number of transmitters, each of which counterparts shall be deemed to be originals and all of which when taken together shall form one and the same Landlord's Waiver & Consent; (ii) shall be governed by and in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein; and (iii) shall enure to the benefit of the Lender and its successors and assigns, and shall be binding upon the successors and assigns of the Landlord. The Landlord shall not transfer title to the Leased Premises unless the Landlord obtains an agreement in writing in favour of the Landlord and the Lender that such transferee/purchaser agrees to be bound by the provision of this Landlord's Waiver and Consent as if such transferee/purchaser was a party hereto.

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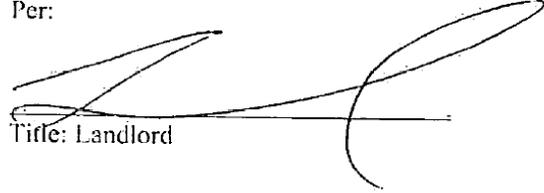
IN WITNESS WHEREOF, this Landlord's Waiver and Consent is entered into as of the date first set forth above.

NOTICE ADDRESS:

728 Ridge Road
Tyendinaga Territory, ON
K0K 1X0

TOM MARACLE

Per:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Title: Landlord

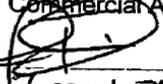
NOTICE ADDRESS:

Royal Bank of Canada
Commercial Financial Services
21 King Street W – Suite 200
Hamilton, ON
L8P 4W7

ROYAL BANK OF CANADA

Per:


Name: Silvio Caselli
Title: Commercial Account Manager


Name: JUSTIN JANKOWSKI
Title: Commercial Account Manager

I/We have authority to bind the bank

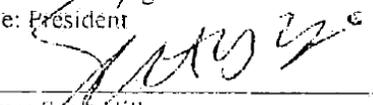
AGREED AND ACKNOWLEDGED by the Borrower and the Guarantor as of the date first written above:

NOTICE ADDRESS:

Original Traders Energy LP
1110 Hwy 54, Unit 3
Caledonia, ON
N3W 2G9

ORIGINAL TRADERS ENERGY LP
by its general partner
ORIGINAL TRADERS ENERGY LTD
Per:


Name: Glenn Page
Title: President


Name: Scott Hill
Title: Vice President

I/We have authority to bind the Corporation

SCHEDULE "A"

Municipal Address:

180 Industrial Park Dr., Shannonville, ON K0K 3A0

Legal Description:

THE WHOLE OF LOT 11 TYENDINAGA INDUSTRIAL PARK,
TYENDINAGA MOHAWK TERRITORY,
SHOWN ON PLAN NO. 95029,
CANADA LANDS SURVEYS RECORD

THE WHOLE OF LOT 12 TYENDINAGA INDUSTRIAL PARK,
TYENDINAGA MOHAWK TERRITORY,
SHOWN ON PLAN NO. 95029,
CANADA LANDS SURVEYS RECORD

Lease

Lease Agreement dated February 18, 2020 between Original Traders Energy LP, as tenant, and Tom Maracle, as landlord, in respect of the leased premises described above and addendum to the lease made on February 18, 2020

SCHEDULE "B"

Copy of Lease

As attached.

THIS LEASE is made this 19th day of February, 2020.

BETWEEN:

Tom Maracle

(collectively referred to herein as the "Landlord")

- and -

Original Traders Energy Limited Partnership

(the "Tenant")

WHEREAS:

1. Tom Maracle is the owner of the lands described in schedule 1 (the "Premises");
2. The Landlord has agreed to lease the Premises to the Tenant on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS LEASE WITNESSES that in consideration of the covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE 1 - GENERAL CONTRACT PROVISIONS

1.1 Definitions - Deal Terms

When used in this Lease the following words or expressions have the meaning hereinafter set forth:

"Additional Basic Rent" is the monthly amount payable in addition to the Basic Rent equal to the amount set out in section 3.2, which shall be exempt from HST and due within fifteen (15) Business Days of the end of the previous calendar month.

"Additional Rent" is all other actual charges payable with respect to the premises, for which invoices are provided, including all utility costs, repairs, lighting requirements, maintenance and taxes, which shall be exempt from HST.

"Basic Rent" is the monthly rent, which shall be exempt from HST equal to the amount set out in section 3.1.

"Business" means the Tenant's development and operation of a Blending Site for fuel distribution.

"Deposit" is the sum of \$1,000.00 which the Landlord acknowledges having received to be applied against the Rent first accruing due hereunder.

“Permitted Use” is for the Tenant to build a Blending Site for fuel distribution and for no other purpose.

“Renewal Period” is the period of one (1) year commencing on the day immediately following the expiry of the Term.

“Term” is the period of twenty (20) years commencing on the Commencement Date subject to renewal as herein set out. If the Commencement Date does not fall on the first day of a month, the Term shall be extended by the number of days in such partial month.

1.2 Definitions - Standard

When used in this Lease the following words or expressions have the meaning hereinafter set forth:

“Architect” is the architect, professional engineer or surveyor used by the Tenant from time to time.

“Business Day” is every day except Saturday, Sunday and statutory holidays.

“Commencement Date” is the date that is the earlier of (a) January 31, 2020 and (b) the day that the Tenant occupies the Premises.

“Environmental Laws” means all applicable federal, provincial and local laws, by-laws including, without limitation, Mohawks of the Bay of Quinte (“MBQ”) laws and MBQ by-laws, and regulations, ordinances and orders in force now or at any time hereafter, pertaining to the environmental protection of the Premises and the regulation or carrying on of the Business. “Environmental Laws” shall include any applicable standard, guideline or policy for the prevention or remediation of a Hazardous Substance.

“Hazardous Substances” are any substance, or material that is or becomes prohibited, controlled or regulated under any Environmental Laws, including without limiting the generality of the foregoing, any paints, solvents, PCB’s, asbestos, contaminants, pollutants, dangerous substances, toxic substances, designated substances, controlled products, wastes, hazardous materials, dangerous goods or petroleum, its derivatives, by-products or other hydrocarbons, fumes, acids, alkali, toxic chemicals in liquid, gaseous or solid form or Microbial Matter.

“Initiating Party” is defined in section 1.22.

“Landlord’s Work” is the following:

- (a) Approval – the Landlord shall secure MBQ Band Council approvals for the Business, with the support of the Tenant;
- (b) Clearing - The Landlord shall clear the Premises of all trees and organic matters;
- (c) Installation – the Landlord shall install perimeter fencing to isolate Lots 11 and 12 of the Premises; and

- (d) Preparation – The Landlord shall prepare the Premises to underside of asphalt design subbase as per the Tenant’s design build requirements to be supplied by May 1, 2020.

“Lease Year” is the period of 12 months commencing on the Commencement Date and on each anniversary of it.

“Microbial Matter” is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to mould, mildew and viruses, whether or not such Microbial Matter is living, that causes a risk or may cause a risk to human health or damage to the Premises.

“Permitted Encumbrances” are all mortgages of the Landlord’s interest in the Premises, restrictions, covenants, agreements, easements, encroachments, reservations, rights-of-way, limitations and other matters presently registered against title to the Premises and any similar matters that may be registered in the future provided such further matters do not materially adversely impair the use of the Premises for the Permitted Use.

“Person”, according to the context, includes any individual, corporation, firm, partnership or other entity, any group of persons, corporations, firms, partnerships or other entities, or any combination thereof.

“Prime Rate” is the annual rate of interest announced by The Royal Bank of Canada from time to time as a reference rate for establishing interest rates charged on Canadian dollar loans.

“Release” has the meaning contained in the Environmental Laws and includes, without limitation, any release, spill, emission, leak, pumping, injection, abandonment, deposit, disposal, discharge, dispersal, leaching, migration, pouring, emptying, escape, dumping, spraying, burying, incinerating, seeping or placing of Hazardous Substances, including the movement of Hazardous Substances through, on, under or in the air, soil, subsurface strata, surface water or groundwater.

“Remediate” means the treatment, excavation, removal or disposal of any part or parts of the Premises in order to remove Hazardous Substances therefrom in accordance with the Environmental Laws and Remediation has a corresponding meaning.

“Renewal Terms and Conditions” are the same terms and conditions as provided for in this Lease, with the right to renew annually after the Term. The Basic Rent for the Renewal Period shall be the rental rate at the greater of the rental rate during the last year of the Term or the expiring Renewal Period, if applicable and the current market rate at the commencement of the Renewal Period for premises comparable in quality, size and location, all leasing factors being considered. In the event that the Tenant and the Landlord are unable to agree on such market rate within ninety (90) days following the delivery by the Tenant to the Landlord of notice of its intention to exercise its option to renew, then such current market rate shall be determined in accordance with section 3.4.

“**Rent**” is Basic Rent, Additional Basic Rent, Additional Rent and any other amounts payable by the Tenant pursuant to this Lease.

“**Responding Party**” is defined in section 1.22

“**Stipulated Rate of Interest**” is the annual interest rate that is five percentage points (5%) in excess of the Prime Rate.

“**Tenant’s Work**” is defined in section 2.5.

“**Transfer**” is: (i) an assignment of this Lease in whole or in part including an assignment by operation of law, (ii) a sublease of all or any material part of the Premises; (iii) a parting with or sharing of possession of all or part of the Premises, (iv) if the Tenant is a corporation or trust, a transfer or issue by sale, bequest, inheritance, operation of law or other disposition, or by subscription of all or part of the shares or units of the Tenant which results in a change in the effective control of the Tenant, (v) any transaction by which any right of use or occupancy of all or any part of the Premises is conferred upon anyone, (vi) any mortgage, charge or encumbrance of this Lease or the Premises or any part thereof, or other arrangement under which either this Lease or the Premises becomes security for any indebtedness or other obligations; and (vii) any transaction or occurrence whatsoever which has changed or might change the identity of the Person or Persons having lawful use or occupancy of any part of the Premises. “**Transferor**” means the Person or Persons who is or will be making a Transfer and “**Transferee**” means the Person to whom a Transfer is or is to be made (it being understood that for a Transfer described in (iv) above the Transferor is the Person that has effective voting control before the Transfer and the Transferee is the Person that has effective voting control after the Transfer).

“**Unavoidable Delay**” is any delay by a party in the performance of its obligation under this Lease caused in whole or in part by any acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, sabotage, war, blockades, insurrections, riots, epidemics, washouts, nuclear and radiation activity or fallout, arrests, civil disturbances, explosions, breakage of or accident to machinery, any legislative, administrative or judicial action which has been resisted in good faith by all reasonable legal means, any act, omission or event, whether of the kind herein enumerated or otherwise, not within the control of such party, and which, by the exercise of control of such party, could not have been prevented, but lack of funds on the part of such party shall not constitute an Unavoidable Delay.

1.3 Net Lease

It is intended that this Lease is a completely carefree net lease to the Landlord, except as expressly herein set out, and that during the Term the Landlord is not responsible for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Premises, or the use and occupancy thereof, or the contents thereof or the business carried on therein, and the Tenant shall pay all charges, impositions, costs and expenses of every nature and kind, extraordinary as well as ordinary and foreseen as well as unforeseen, relating to the Premises, the use and occupancy thereof, the contents thereof, and the business carried on therein, except as expressly herein set out.

1.4 Heading

The headings introducing sections and articles in this Lease are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections or articles.

1.5 Extended Meanings

The words "hereof", "herein", "hereunder" and similar expressions used in any section or subsection of this Lease relate to the whole of this Lease and not to that section or subsection only, unless otherwise expressly provided. The use of the neuter singular pronoun to refer to any party is deemed a proper reference even though the party is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant or other party and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If the Tenant consists of more than one Person, the covenants of the Tenant shall be deemed to be joint and several covenants of each such Person. If the Tenant is a partnership each person who is presently a member of such partnership, and each Person who becomes a member of any successor partnership, shall be and continue to be liable jointly and severally for the performance of this Lease, whether or not such Person ceases to be a member of such partnership or successor partnership.

1.6 Partial Invalidity

(a) If for any reason any term, covenant or condition of this Lease, or the application thereof to any Person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition:

- (i) is deemed to be independent of the remainder of this Lease and to be severable and divisible therefrom and its invalidity, unenforceability or illegality shall be deemed not to affect, impair or invalidate the remainder of this Lease or any part thereof; and
- (ii) continues to be applicable to and enforceable to the fullest extent permitted by law except to the extent to which it has been held or rendered invalid, unenforceable or illegal.

1.7 Entire Agreement

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding unless in writing and signed by the parties to be bound thereby.

1.8 Governing Law

The Lease shall be governed by and construed in accordance with the laws of the MBQ and the laws of the Province of Ontario and Canada, as applicable. Should there be a conflict between the laws of any of the following, the MBQ, the Province of Ontario and Canada, the laws of the MBQ shall prevail. For greater certainty, nothing in this Agreement shall be, or deemed to be, an acknowledgement, agreement or consent by any Party that such Party is governed by or subject to such laws or has attorned to such jurisdiction except with respect to the determination and enforcement of such Parties' rights under this Lease.

1.9 Time of the Essence

Time is of the essence of this Lease and of every part hereof.

1.10 Overholding - No Tacit Renewal

If the Tenant remains in possession of the Premises after the end of the Term with the consent of the Landlord but without having exercised its option to renew (where applicable) or executed and delivered a new lease, there is no tacit or implied renewal of this Lease and the Term hereby granted notwithstanding any statutory provisions or legal presumption to the contrary, and the Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month at a monthly Basic Rent payable in advance on the first day of each month equal to 100% of the monthly amount of Basic Rent payable during the last month of the Term or Renewal Period, if any, as the case may be, and otherwise upon the same terms, covenants and conditions as are set forth in this Lease (including the payment of all Additional Rent), so far as these are applicable to a monthly tenancy.

1.11 Successors

All rights and liabilities herein granted to or imposed upon the respective parties hereto extend to and bind the respective successors and assigns of each party hereto. No rights, however, shall enure to the benefit of any Transferee of the Tenant unless the Transfer to such Transferee is permitted under the terms of this Lease.

1.12 Waiver

The waiver by the Landlord of any breach of any term, covenant or condition herein contained is not deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the Landlord is deemed not to be a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No term, covenant or condition of this Lease is deemed to have been waived by the Landlord unless such waiver is in writing by the Landlord.

1.13 Accord and Satisfaction

(a) No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent herein stipulated is deemed to be other than on account of the earliest stipulated Rent, nor is any endorsement or statement on any cheque or any letter accompanying any cheque or payment as Rent deemed an acknowledgment of full payment or an accord and satisfaction, and the Landlord may accept and cash such cheque or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

(b) No receipt of monies by the Landlord from the Tenant after the termination of this Lease in any lawful manner shall re-instate, continue or extend the Term or Renewal Period, if any, or affect any notice previously given to the Tenant, or operate as a waiver of the right of the Landlord to enforce the payment of Rent then due or thereafter falling due, or operate as a waiver of the right of the Landlord to recover possession of the Premises by proper suit, action, proceedings or other remedy, it being agreed that, after the service of notice to terminate this Lease and the expiration of the time therein specified, and after the commencement of any suit, action, proceeding or other remedy, or after a final order or judgment for possession of the Premises, the Landlord may demand, receive and collect any monies due or thereafter falling due without in any manner affecting such notice, suit, action, proceeding, order or judgment; and any and all such monies so collected shall be deemed payments on account of the use and occupation of the Premises or, at the election of the Landlord, on account of the Tenant's liability hereunder.

1.14 Notices

Any notice, demand, request or other instrument which may be or is required to be given by this Lease to one of the parties shall be in writing and delivered by courier or email to the address indicated below for that party:

(a) if to the Landlord:

(b) Tom Maracle

728 Ridge Road
Tyendinaga Territory
ON K0K 1X0

with a copy to such other Person or at such other address as the Landlord designates by written notice; and

(c) if to the Tenant:

Original Traders Energy Limited Partnership
7331 Indian Line Road
Wilsonville, ON
N0E 1Z0
Attention: Glenn Page, President

glenn.page@originaltradersenergy.com

Any party may at any time give notice in writing to the other party of any change of address of the party giving such notice, and from and after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices hereunder.

Any written communication as aforesaid shall be deemed to have been given or made on the day which it was delivered or sent as aforesaid if it is received at or before 5:00 p.m. MBQ time on the day in question or, if such day is not a Business Day or if such written communication is received after 5:00 p.m. MBQ time, then the written communication shall be deemed to have been given or made on the next following Business Day.

1.15 Registration

This Lease shall not be registered by the Landlord or the Tenant in the Indian Land Registry, as it is not a lease entered into pursuant to the *Indian Act*, R.S.C. 1985, c. I-5.

1.16 Quiet Enjoyment

If the Tenant pays the Rent and other sums herein provided when due, and punctually observes and performs all of the terms, covenants and conditions on the Tenant's part to be observed and performed hereunder, the Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by the Landlord or any other Person lawfully claiming by, through or under the Landlord subject, nevertheless, to the terms, covenants and conditions of this Lease.

1.17 Unavoidable Delay

If either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (except for the payment of Rent), and such delay or hindrance is due to Unavoidable Delay, the performance of any covenant, agreement, work, service, or other act shall be excused for the period of delay and the period for the performance of the same shall be extended by such period.

1.18 Amendments and Supplementary Lease Provisions

This Lease shall not be modified or amended except by an instrument in writing of equal formality herewith and signed by the parties hereto or by their permitted successors or assigns.

1.19 Schedules

The following Schedules form a part of this Lease:

Schedule 1 - Legal description of the Premises

1.20 No Partnership

Notwithstanding anything contained in this Lease it is expressly understood that the Landlord shall not be construed or held to be a partner or associate of or joint venturer with the Tenant in the ownership or conduct or operation of the Business or Premises. The relationship between the parties hereto is and shall at all times remain that of landlord and tenant.

1.21 Delivery of Certificates

The Landlord and the Tenant will, at any time and from time to time, upon the reasonable request of the other party, execute, acknowledge and deliver to the other party without cost a certificate certifying:

- (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification, that this Lease is in full force and effect as so modified and stating such modification);
- (b) the dates, if any, to which Rent has been paid;
- (c) whether there are any existing defaults by the other party to the knowledge of the party making such certification specifying the nature of such defaults, if any; and
- (d) such other matters as may be reasonably requested.

Any such certificate may be relied upon by any party to whom such certificate is directed.

1.22 Arbitration

Whenever any arbitration is permitted or required hereunder, arbitration proceedings shall be commenced by a party desiring arbitration (the "**Initiating Party**") giving notice to the other party entitled to participate in the arbitration proceedings (the "**Responding Party**") specifying the matter to be arbitrated and requesting an arbitration thereof. In the event that the Initiating Party and Responding Party are unable to agree upon an arbitration procedure within fifteen (15) days after delivery of such notice, the Initiating Party shall, by written notice to the Responding party, designate an arbitrator. The Responding Party shall, within fifteen (15) days thereafter, be entitled to appoint an arbitrator by written notice to the Initiating Party, and the two (2) arbitrators so appointed shall thereupon meet and select a third arbitrator acceptable to both. In the event that the Responding Party fails to appoint an arbitrator within the time limit aforesaid and deliver notice thereof to the Initiating Party, then the arbitration shall proceed before the arbitrator appointed by the Initiating Party who shall act as sole arbitrator. In the event that the two (2) arbitrators so appointed are unable to agree upon a third arbitrator, then the Initiating Party shall be entitled to make application pursuant to the Arbitration Act (as amended, re-enacted or replaced, from time to time), for selection of a third arbitrator, and the provisions of the Arbitration Act shall govern such selection.

The resultant arbitration panel shall thereupon proceed to hear the submissions of the parties and shall render a decision within thirty (30) days after the appointment of the third

arbitrator. The decision of a majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, and such decision shall be final and binding upon the parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both of the parties; provided, however, that each party shall bear its own witness and counsel fees.

1.23 Cost of Landlord's consents

Whenever any approval, consent, execution of documents or any other act or action whatsoever is required or requested from the Landlord by the Tenant hereunder, any and all costs, including reasonable legal fees, incurred by the Landlord shall be at the expense of the Tenant and shall be payable by the Tenant by way of additional rent hereunder.

ARTICLE 2 - DEMISE AND WORK

2.1 Demise

The Landlord, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid, observed and performed, does demise and lease unto the Tenant the Premises and all rights and appurtenances thereunto appertaining subject to the Permitted Encumbrances.

2.2 Term

The Tenant shall have and hold the Premises for the Term subject to the terms and conditions of this Lease.

2.3 Renewal

The Tenant may renew/extend the Term for the Renewal Periods which shall be on the Renewal Terms and Conditions. To exercise this right, the Tenant must give written notice to the Landlord not less than six (6) months prior to the expiry of the original Term or the expiring Renewal Period. Either party may terminate this Lease at the end of the Term or the end of any Renewal Period upon six (6) weeks prior notice, prior to the expiry of the Term or any Renewal Period.

2.4 Landlord's Work

The Landlord shall undertake the Landlord's Work in a good workmanlike manner with all due dispatch in accordance with all applicable laws as soon as commercially reasonable and not later than May 1, 2020 subject to the terms hereof.

2.5 Tenant's Work

The Tenant shall be responsible for the following:

- (a) Provide all necessary business plan and design information to the Landlord for approval by MBQ Chief and Council;

- (b) Provide full grading and under asphalt design excavation needs to the Landlord by January 30,2020;
- (c) Payment of hydro, water and sewage connection costs;
- (d) Building costs, equipment costs and all other capital required to develop the Business on the Premises;
- (e) Security for the Premises throughout the Term;
- (f) All lighting requirements;
- (g) All monthly utility costs throughout the Term;
- (h) Engineering costs prior to the Effective Date of the Lease;
- (i) Environmental consultations if required;
- (j) Hire Buildall to do the site preparation work to have the site ready to a level grade as more particularly described in schedule 2 attached at the cost of the Tenant and in addition work with Buildall, a business owned by Tom Maracle during the build process to utilize Buildall's resources as needed;
- (k) Develop report of activity to satisfy documentation of monthly Additional Rent; and
- (l) Maintain insurance policies as set out in section 6.1.

All such work (the "Tenant's Work") shall be undertaken in accordance with the terms hereof and in accordance with all applicable laws and regulations.

ARTICLE 3 - RENT

3.1 Rent

The Tenant shall pay to the Landlord during the Term in advance of the first day of each month a fixed monthly amount (the "Basic Rent") equal to the sum of Two Thousand, Two Hundred and Eighty dollars (\$2,280.00). If the Commencement Date is a date other than the first day of a month, the Tenant shall pay on such date the rent for such partial month pro-rated on a daily basis.

3.2 Additional Basic Rent

The Tenant shall pay One Cent (\$.01) per litre of fuel shipped from the Premises per calendar month within fifteen (15) Business Days of the end of the previous calendar month (the "Additional Basic Rent") for the duration of the Term. Along with the Additional Basic Rent, the Tenant shall provide a monthly activity report to the Landlord, which shall show the Tenant's

invoices for all fuel shipped from the Premises for the preceding calendar month excluding only fuel sold and delivered to Green Energy.

3.3 Additional Rent

All other actual charges payable with respect to the Premises, for which invoices are provided, including all utility costs, repairs, lighting requirements, maintenance and taxes, which shall be exempt from HST, shall be payable by the Tenant as "Additional Rent". In addition the Tenant shall pay directly any other actual charges payable with respect to the Premises.

3.4 Rent Increases

- (a) For each successive Lease Year commencing on the anniversary of the Commencement Date, any increases to the Basic Rent payable by the Tenant as provided for under paragraph 3.1 shall be as agreed upon between the Landlord and the Tenant and, failing agreement within thirty (30) days after the commencement of the then current Lease Year, the Basic Rent shall increase annually by the same percentage increase as the increase in the Commercial Price Index for Canada (all items) ("CPI")
- (b) There shall be no increases to the Additional Basic Rent rate of one cent (\$0.01) per litre for the duration of the Term until such time as the price per litre exceeds the price per litre at the Commencement Date by more than 50% when the one cent shall then increase annually at the increase in CPI .

3.4 Payment of Rent

All payments made to the Landlord shall be made in lawful money of Canada and shall be paid to the Landlord at the Landlord's address for service of notices or to such other party and/or to such other address as the Landlord may from time to time designate in writing to the Tenant. All Rent shall be paid without prior demand, set off or deduction.

ARTICLE 4 - USE AND OCCUPANCY

4.1 Use

The Premises may be used by the Tenant only for the Permitted Use. In conducting the Tenant's Business on the Premises, the Tenant shall conform to all applicable laws, regulations and licensing requirements. The Tenant shall not apply for any amendments to any official plans, band by-laws, regulations or restrictions governing the Premises which could reasonably be said to have the effect of materially lessening the value of the Premises.

4.2 Improvements on Premises

Other than completion of the Tenant's Work, as set out in section 2.5, the Tenant shall not be entitled at any time to construct, renovate, alter, expand, replace, demolish all or any part of a building or buildings upon the Premises without the Landlord's prior written consent which may not be unreasonably withheld.

4.3 Easements and Agreements

The Tenant shall comply with all covenants and restrictions that may run with or attach to the Premises including the obligations under the Permitted Encumbrances.

4.4 Surrender of Possession

At the expiration or other termination of the Lease, the Tenant will surrender to the Landlord the Premises in good and substantial order and repair. The Tenant shall remove from the Premises immediately prior to the expiration of the Lease all items owned by the Tenant or by others and remove all debris.

4.5 Construction Liens

If at any time during the Term any liens of mechanics, labourers or material men shall be filed against the Landlord's interest in the Premises or any part thereof, except for any liens which have resulted from any action of the Landlord, the Tenant shall, at its expense, cause such liens to be discharged by payment, bonding or otherwise, within thirty (30) days after the Tenant receives notice that any such liens were filed. The Tenant shall also defend for the Landlord, at the Tenant's expense, any action, suit or proceeding which may be brought on for the enforcement of any such lien (except for any such lien as may result from any action of the Landlord) and shall pay damages and satisfy and discharge any judgment entered in such action, suit or proceeding and save the Landlord harmless from any liability, claim or damages and expenses (including reasonable legal fees) resulting therefrom. If the Tenant fails to obtain the discharge, as aforesaid, of any such lien, the Landlord may procure the discharge thereof by bonding or payment or otherwise (regardless of the validity of such lien), and all costs and expenses (including reasonable legal fees) to which the Landlord may be put in obtaining such discharge shall be paid by the Tenant to the Landlord as Rent, including interest on any amounts so paid or incurred by the Landlord calculated at the Stipulated Rate of Interest from the date of payment by the Landlord to the date of repayment by the Tenant.

4.6 Encumbrances

The Tenant shall not create any mortgage, security interest, or any other encumbrance whatsoever against the Premises, including without limitation, in respect of the Tenant's Work, nor shall the Tenant encumber the Lease in any manner whatsoever. If any encumbrance of any kind, including an encumbrance arising as a result of any dealings between the Tenant and a third party(s) shall at any time be filed against the Premises, the Tenant shall cause the same to be discharged within thirty (30) days after same is brought to the attention of the Tenant. If the Tenant shall fail to discharge such encumbrance within such period then in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, institute such action as may be necessary to discharge the said encumbrance. All costs and expenses incurred by the Landlord in this regard, including legal fees on a solicitor and client basis, shall be repaid by the Tenant to the Landlord on demand and shall be added as Rent.

4.7 Maintenance

The Tenant shall, at its own expense, maintain the Premises in good and clean order and condition and shall promptly make all necessary or appropriate repairs. The Tenant shall carry out such maintenance and repair in accordance with all applicable laws, regulations and licensing requirements. The Landlord shall not be required to maintain, alter or repair the Premises or any part thereof in any way, except as provided herein, and the Tenant expressly waives the right to make any such repairs at the expense of the Landlord which may be provided for in any law now in effect or hereinafter enacted.

ARTICLE 5 - FINANCING

5.1 Equipment

The Landlord acknowledges that some of the equipment, fixtures and furniture (collectively designated herein as "**Trade Equipment**"), now or hereafter to be installed by the Tenant in and used by the Tenant upon the Premises, may or will be directly financed by a lender or owned by an equipment rental company ("**Equipment Lessor**") and leased to the Tenant either directly from the Equipment Lessor or by way of equipment sublease or assignment of equipment lease from an equipment sublessor, and the Landlord hereby agrees to recognize the rights therein of any such lender or Equipment Lessor or equipment sublessor (or assignee). The Landlord agrees that all such items of financed or leased Trade Equipment installed or to be installed on the real property constituting the Premises shall be and remain personal property and not real property, notwithstanding the fact that the same may be nailed or screwed or otherwise attached or affixed to such real property, and further agrees to recognize the rights therein of any such lender or Equipment Lessor or equipment sublessor (or assignee). The Tenant shall have the right at any time to remove or replace any and all such financed or leased Trade Equipment regardless of whether annexed or attached to the Premises, and to the extent of their respective interests therein, such lender or Equipment Lessor or equipment sublessor (or assignee) shall also have such a right. Any damage to the Premises caused by such a removal shall be repaired by and at the expense of the Tenant or other party removing it. The Landlord waives any claim arising by reason of any Landlord's lien or otherwise with respect to the financed or leased Trade Equipment or to Trade Equipment upon which the Tenant has granted a security interest to a bona fide lender, and agrees that any such lender or Equipment Lessor or equipment sublessor (or assignee) may remove and dispose of the same without reference to, and free and clear of, any or other demand of the Landlord, provided that said disposal or sale shall not be made on the Premises.

ARTICLE 6 - INSURANCE

6.1 Tenant's Insurance

- (a) The Tenant shall carry, at its cost, comprehensive environmental and general liability insurance, which coverage shall include the Business operations conducted by the Tenant and any other person on the Premises. Such policies shall be written on a comprehensive basis with coverage for any one occurrence or claim of not less than five million dollars (\$5,000,000).

- (b) The Tenant shall carry, at its cost "All Risks" insurance upon property of every description and kind owned by the Tenant on the Premises, for which the Tenant is legally liable, or which is installed by or on behalf of the Tenant on the Premises, including, without limitation, stock in trade, furniture, equipment, Trade Equipment, in an amount not less than the full replacement cost thereof from time to time.
- (c) The Tenant shall carry, at its cost, pollution liability insurance covering spills on, in or under the Premises in an amount not less than five million dollars (\$5,000,000.00) per occurrence.

6.2 Policy Requirements

Each policy of insurance taken out by the Tenant in section 6.1 shall be:

- (a) in such form and on such terms as are satisfactory to the Landlord; and
- (b) include the Landlord as additional named insureds, as their respective interests may appear.

6.3 Certificates

The Tenant shall furnish the Landlord with certificates showing the insurance required under section 6.1 to be in effect. All such insurance shall be at the cost and expense of the Tenant. Such certificates shall include a provision for thirty (30) days' advance written notice by the insurer to the Landlord and any mortgagee in the event of any pending change or cancellation of such insurance. If the Tenant shall fail to maintain such insurance, the Landlord may at its election procure the same, adding the premium cost to the Rent next due. The payment by the Landlord of any such premium shall not be deemed to waive or release the default of the Tenant in the payment thereof.

6.4 Tenant to Rebuild

Subject to the provisions of section 8.4, if, during the Term, any building or improvement upon the Premises is damaged or destroyed, the Tenant shall, at its cost, repair or restore the same to a state equal to or better than the condition of such building or improvement immediately prior to the casualty. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration. If the insurance proceeds shall be insufficient for said purpose, the Tenant shall pay such deficiency.

6.5 Damage During Last Year of Term

If, during the last year of the Term or any Renewal Period, any improvements on the Premises are damaged so that the cost of repairing or replacing the same shall equal or exceed twenty percent (20%) of the fair market value of the improvements as reasonably estimated by the Landlord's Architect, the Tenant shall have the option, upon written notice given within thirty (30) days after such casualty:

- (a) to repair or restore such damaged improvements; or
- (b) to terminate this Lease by written notice thereof to the Landlord. The Tenant's option to terminate shall be conditional upon the Tenant's doing such work so as to restore the Premises to their condition prior the Commencement Date. The Tenant shall assign to the Landlord the Tenant's rights to the insurance proceeds payable on account of such casualty free and clear of any encumbrances or other claims. This Lease shall terminate upon receipt by the Landlord of said notice, good and valid assignment of insurance proceeds and payment by the Tenant to the Landlord of all rents and other amounts owing to the Landlord under this Lease to the date of termination and completion of such work. The Premises and all improvements remaining on the Premises shall be surrendered to the Landlord.

6.6 No Termination

Subject to the provisions of section 6.5, no destruction of or damage to the Premises or other personal property on the Premises or any part thereof by fire or other casualty whatsoever, whether such damage or destruction be partial or total, shall permit the Tenant to surrender or terminate this Lease or relieve the Tenant from its obligation to pay in full the Rent and other sums and charges payable by the Tenant hereunder or from any other obligation under this Lease.

ARTICLE 7 - ASSIGNMENT

7.1 No Assignment by Tenant

The Tenant acknowledges and agrees that the tenancy/leasehold interest of the Tenant under the Lease are, in effect, personal to the Tenant. The use permitted hereunder is, in the sole discretion of the Landlord. As such, the Tenant covenants and agrees that it shall not assign, transfer, sublet or otherwise part with possession of the Premises in whole or in part, in any manner whatsoever without the prior written consent of the Landlord, which consent may be arbitrarily and unreasonably withheld in the Landlord's sole and absolute discretion.

7.2 Landlord Assignment

If the Landlord assigns its rights as Landlord of the Premises, to any assignee, the Landlord shall without further written notice or otherwise be relieved of any of its covenants or obligations hereunder.

7.3 Parties Bound

The Lease and anything herein contained shall extend to, bind and enure to the benefit of the successors and assigns of each of the parties hereto, subject to the consent of the Landlord being obtained, as provided in the Lease, to any assignment or sublease by the Tenant, and where there is more than one (1) Landlord or Tenant, or where the Landlord or Tenant is a male, female, a partnership or a corporation, the provisions herein shall be read with all grammatical changes thereby rendered necessary. All covenants herein contained shall be deemed joint and

several and all rights and powers reserved to the Landlord may be exercised either by the Landlord or its agents or representatives.

7.4 Transfer of Reversionary Interest by Landlord

Nothing in this Lease prohibits or restricts the Landlord from selling, assigning, transferring, mortgaging, encumbering or otherwise dealing with the whole or any part of its reversionary interest in the Premises (subject to this Lease) and all of its rights, title and interest in this Lease.

ARTICLE 8 - DEFAULT

8.1 Default

Notwithstanding anything contained in any present or future laws to the contrary, if and whenever:

- (a) the Tenant fails to pay any Rent, Additional Rent or any other sums due hereunder on the day or dates appointed for the payment thereof (provided the Landlord first gives five (5) days' written notice to the Tenant of any such failure); or
- (b) the Tenant fails to observe or perform any other of the terms, covenants or conditions of this Lease to be observed or performed by the Tenant (other than the terms, covenants or conditions set out below in subparagraphs (c) to (j) inclusive, for which no notice shall be required) provided the Landlord first gives the Tenant fourteen (14) days, or such shorter period of time as is otherwise provided herein, notice of any such failure to perform and the Tenant, within such period, fails to commence diligently and thereafter to proceed diligently and continuously to cure any such failure to perform; or
- (c) the Tenant or any Person occupying the Premises or any part thereof or any licensee, concessionaire or franchisee operating a business in the Premises becomes bankrupt or takes benefit of any act now or hereafter in force for bankrupt debtors or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise; or
- (d) a receiver or a receiver and manager is appointed for all or a portion of the Tenant's property or any such occupant's, licensee's, concessionaire's or franchisee's property and such appointment is not discharged within twenty (20) days; or
- (e) any steps are taken or any action or proceedings are instituted by the Tenant or by any other party, including, without limitation, any court or governmental body of competent jurisdiction for the dissolution, winding-up or liquidation of the Tenant or its assets other than pursuant to a corporate reorganization; or

- (f) the Tenant makes a sale in bulk of any of its assets, wherever situated (other than a bulk sale made to a Transferee permitted under this Lease); or
- (g) the Tenant sells or disposes of its goods, trade equipment, equipment or chattels or removes or commences, attempts or threatens to remove them from the Premises so that in the Landlord's opinion there would not in the event of such sale, disposal or removal be sufficient goods of the Tenant on the Premises subject to distress to satisfy all Rent due or accruing hereunder for a period of at least six (6) months; or
- (h) the Tenant effects a Transfer that is not permitted by this Lease; or
- (i) this Lease or any of the Tenant's assets on the Premises are taken under any writ of execution, chattel mortgage, charge, debenture or other security instrument; or
- (j) re-entry is permitted under any other terms of this Lease;

then, in addition to any and all other rights, including the rights referred to herein, the full amount of the current month's instalment of Rent, including, without limitation, the payment of Additional Rent and any other payments required to be made monthly hereunder, together with the next three (3) months' instalments of Rent, Additional Rent and the aggregate of such payments for the next three (3) months, all of which shall be deemed to be accruing due on a day-to-day basis, shall immediately become due and payable as accelerated Rent, and the Landlord may immediately distrain for the same, together with any Rent arrears then unpaid. For the purposes of this section 8.1, Additional Rent shall be calculated based on a monthly average of the Additional Rent paid in the six (6) months preceding a default arising under section 8.1.

8.2 Re-Entry

In addition to any other rights or remedies the Landlord has pursuant to this Lease or at law, and in the event of any default listed in section 8.1 herein, the Landlord has the immediate right of re-entry upon the Premises and it may repossess the Premises and enjoy them as of its former estate, and the Tenant hereby consents that the Landlord may expel all Persons and remove all property from the Premises. Such property may be removed and sold or disposed of by the Landlord by public auction or otherwise, and either in bulk or by individual item, all as the Landlord in its sole discretion may decide (and the Tenant acknowledges and agrees that the proceeds of such sale or disposition shall be applied by the Landlord in its sole discretion) or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant, all without service of notice or resort to legal process and without the Landlord being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby or for any claim for damages. The Tenant hereby irrevocably waives the benefit of any present or future laws which in any way may limit or diminish the Landlord's right to terminate this Lease or re-enter into possession of the Premises in pursuance of its rights or remedies as set forth in this Lease. Notwithstanding any other provisions of this Lease, the Landlord shall have an affirmative obligation to mitigate its damages and relet the Premises.

8.3 Termination

Except for the terms, covenants or conditions set out above in subparagraphs 8.1 (c) to (j) inclusive, for which no notice shall be required, in the event of default by the Tenant or at any time during the continuance of such default, in addition to (and not by way of limitation of) any other remedies the Landlord may have under this Lease or at law, the Landlord may elect to terminate this Lease by giving fourteen (14) days written notice thereof to the Tenant, and upon such termination, the Landlord may then or at any time thereafter:

- (a) re-enter and take possession of the Premises or any part thereof and may expel or remove the Tenant and any other Person from the Premises without service of notice or resort to any legal proceedings and without being deemed guilty of any trespass or becoming liable for any loss or damage which may be occasioned thereby; or
- (b) bring an action for summary possession of the Premises or any part thereof as provided by law;

all without prejudice to any other remedy or right of action which the Landlord may have for Rent or other breach of this Lease.

8.4 Survival of Rights

Notwithstanding any termination of this Lease or re-entry upon the Premises by the Landlord and without limiting the Landlord's right to other damages, the Tenant shall remain liable to the Landlord for damages for breach of the Tenant's covenants under this Lease.

8.5 No Waiver after Settlement

If proceedings shall at any time be commenced by the Landlord for recovery of possession and compromise or settlement shall be effected, either before or after judgment whereby the Tenant shall be permitted to retain possession of the Premises, then such proceedings shall not constitute a waiver of any covenant or condition of this Lease or of any subsequent breach thereof or a release of any liability or obligation of the Tenant therefor.

8.6 Surrender of Possession

If the Lease is terminated in any manner, the Premises shall be placed by the Tenant in the same condition as that in which the Tenant has agreed to surrender them at the expiration of the Term, but subject, if then applicable, to the effects of any prior expropriation.

8.7 Costs of Completion

In the event of the termination of the Lease for default of the Tenant hereunder prior to the completion by the Tenant of repair or restoration of damage or destruction of any buildings and improvements by reason of fire or other casualty, the Landlord's damages hereunder shall include, in any case in which the Tenant was obligated under the Lease to make and complete

such repair or restoration, the amount of any excess of the cost of completion of such repair or restoration over the net fire insurance proceeds available to the Landlord.

8.8 Remedies Cumulative

In the event of default, the Landlord's remedies under this Lease shall be cumulative and no remedy expressly provided for herein shall be deemed to exclude any other remedy allowed by law or equity or statute or otherwise or by other provisions of this Lease.

8.9 Waiver of Distress

The Landlord may distrain and the Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that, notwithstanding any such statute, except as provided in section 5.1, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent, Additional Rent or any other charges.

ARTICLE 9 – ENVIRONMENTAL

9.1 Environmental Compliance

- (a) The Tenant shall conduct all of its operations on the Premises in strict compliance with all Environmental Laws and shall not cause or permit to be caused by any act, practice or omission or by negligence or otherwise any adverse effect, as such Terms may be defined or applied under Environmental Laws from time to time. Without limiting the generality of the foregoing, the Tenant shall obtain all licences, permits, registrations, certificates of approvals and approvals required under all Environmental Laws for its Business on the Premises.
- (b) The Tenant shall provide copies to the Landlord of all licences, permits, certificates of approval, approvals and generator registrations required hereunder within ten (10) days of demand therefor by the Landlord, provided that receipt or review of same by the Landlord shall not obligate the Landlord to take any action hereunder with respect to any conditions on the Premises.
- (c) The Tenant shall comply with all applicable laws including, without limitation, ensuring adequate secondary containment for any spills is constructed around any above-ground or underground storage tanks required for the Tenant's Business on the Premises.
- (d) The Tenant shall notify the Landlord promptly of any event or occurrence that has given, or is likely to give, rise to a report, order, inquiry investigation under Environmental Laws or a violation of Environmental Laws, including any Release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Hazardous Substance into, on, under, from or about the Premises, air and surface and ground water.

- (c) The Tenant shall not permit any waste to accumulate at the Premises and shall ensure all such waste is removed by a licensed hauler in compliance with all Environmental Laws.
- (f) The Tenant shall not cause or permit any environmental damage or Microbial Matter, in, under, on or about the Premises.

9.2 Remediation

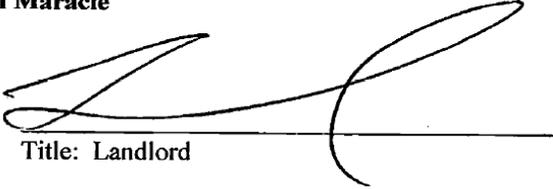
- (a) The Tenant shall prior to the Commencement Date, at the Tenant's expense cause a Phase II environmental, and/or industrial hygiene and/or human health site assessment (the "ESA") of the Premises to be conducted by an environmental or human health consultant, as the case may be (the "Consultant") selected by the Tenant, which shall include, inspection of the Premises and the operations of the Tenant, drilling bore holes, monitoring wells or test pits and testing samples therefrom. The parties acknowledge that the Tenant has commissioned an ESA for the Premises prior to the Commencement Date which shall form a baseline of the environmental status of the Premises. The Landlord shall retain and bear all liability relating to such status as at the Commencement Date. The Landlord represents and warrants to the best of its knowledge that the Premises comply with all Environmental Laws as at the Commencement Date. The ESA shall be addressed to both the Landlord and the Tenant.
- (b) After the Commencement the Tenant shall, on thirty (30) days notice, if reasonably required, and at the end of the Term at the Tenant's expense, cause a Phase II environmental, and/or industrial hygiene and/or human health site assessment (the "ESA") of the Premises to be conducted by an environmental or human health consultant, as the case may be (the "Consultant") selected by the Landlord which shall include, inspection of the Premises and the operations of the Tenant, drilling bore holes, monitoring wells or test pits and testing samples therefrom, reviewing records maintained by government officials in relation to compliance of the Tenant with Environmental Laws, reviewing records maintained by the Tenant and interviewing the Tenant's employees. The Tenant shall forthwith perform all Remediation and decommissioning recommended by the ESA to restore the Premises to the condition which existed on the Commencement Date. The ESA shall be addressed to both the Landlord and the Tenant.
- (c) Prior to the expiration of the Term, the Tenant shall restore the Premises to the condition which existed on the Commencement Date including the removal of its Trade Equipment. Without limiting the generality of the foregoing, prior to the expiration of the Term, the Tenant shall Remediate and decommission the Premises so that no Hazardous Substances remain therein, thereon or thereunder in excess of the applicable standards for industrial/commercial sites in a full depth clean-up under applicable Environmental Laws and the Tenant shall reconstruct and restore all parts of the Premises necessitated in connection therewith.

9.3 Environmental Indemnity

The Tenant shall indemnify and save harmless the Landlord from and against any and all losses, claims, actions, damages, liabilities, penalties and expenses (including consultants' fees and legal fees on a solicitor and client basis) in connection with loss of life, personal injury, damage to property, Remediation required, compliance with government orders or Environmental Laws, or any other loss or injury arising from a breach of the Tenant of its obligations hereunder or upon the presence, release or discharge of Hazardous Substances into, under, upon, from or about the Premises. The indemnity shall survive the expiry or termination of this Lease.

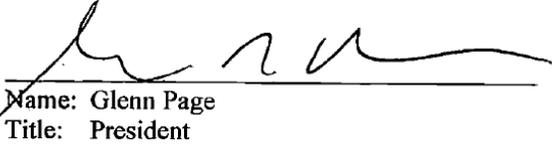
IN WITNESS WHEREOF the parties hereto have executed this Lease.

Tom Maracle

Per: 

Title: Landlord

**Original Traders Energy Limited Partnership by its
general partner, Original Traders Energy Ltd.**

Per: 

Name: Glenn Page

Title: President

I have authority to bind the general partner

Schedule 1

ADDENDUM

TO THE LEASE MADE ON FEBRUARY 18, 2020

BETWEEN:

Tom Maracle

(referred to herein as the “**Landlord**”)

- and -

Original Traders Energy Limited Partnership

(the “**Tenant**”)

(collectively referred to herein as the “**Parties**”)

WHEREAS:

1. The Landlord and the Tenant signed a lease on February 18, 2020, in respect of two properties located in the Tyendinaga Industrial Park on Tyendinaga Mohawk Territory (the “**Premises**”);
2. The Landlord is the owner of the Premises pursuant to Certificates of Possession numbers 403018621 and 403018622;
3. Pursuant to the lease dated February 18, 2020, the Tenant occupies the Premises and operates a blending site for fuel distribution at the Premises;
4. As a result of an oversight, in the version of the lease signed by the Landlord and the Tenant on February 18, 2020, the Schedule 1 of the lease, intended to include the description of the Premises subject to the lease, was left blank;

NOW THEREFORE the Parties hereby agree as follows:

1. The legal description of the Premises is as follows:

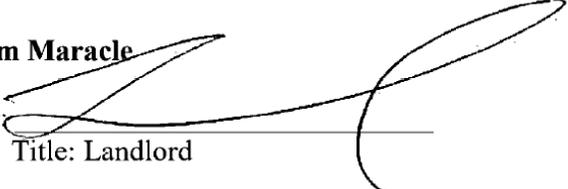
Lots 11 and 12, Tyendinaga Industrial Park, Tyendinaga Mohawk Territory, as shown on Plan No. 95029, Canada Lands Surveys Record.

2. This Addendum is in force as of the Commencement Date of the lease signed by the Parties on February 18, 2020 (even though this Addendum has been signed subsequent to the Commencement Date).

3. This Addendum forms part of the lease signed by the Parties on February 18, 2020, and the lease signed by the Parties on February 18, 2020 shall be interpreted for all purposes as if the legal description of the Premises set out in section 1 of this Addendum had been included within Schedule 1 of the lease on the date that it was signed by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Addendum.

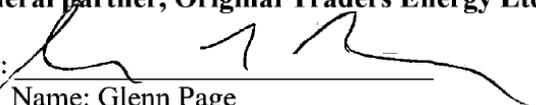
Tom Maracle

Per: 

Title: Landlord

Signed this 24 day of September, 2021

**Original Traders Energy Limited Partnership by its
general partner, Original Traders Energy Ltd.**

Per: 

Name: Glenn Page

Title: President

Signed this 24 day of September, 2021

I have authority to bind the general partner.



This Master Lease Agreement (the "Master Lease Agreement") made as of the 7th day of October, 2021 between

ROYAL BANK OF CANADA ("Lessor") and **ORIGINAL TRADERS ENERGY L.P** ("Lessee")

Address:

5575 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:

1110 HIGHWAY 54 SUITE 3
CALEDONIA, Ontario
N3W 2G9

Lessor and Lessee agree as follows:

1. Leasing of Equipment

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("**Leasing Schedule**"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "**Equipment**".
- 1.2 Neither Lessor, nor Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate lease (each, a "**Lease**") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

2. Payment of Equipment Cost

- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

3. Rental

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installment set out in each Leasing Schedule is referred to in

this Lease Agreement as an "**Installment**". The first Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule. In no event shall the effective interest rate payable by the Borrower under any Facility be less than zero.

4. Rent Payment

- 4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.
- 5.2 The Equipment shall be located and used at the address of Lessee or the location shown under the heading "**Equipment Location**" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. License

- 7.1 Lessee agrees that Lessor:

- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
 - (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
 - (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
 - (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
 - i) includes Lessor (as owner) as an additional named insured, and
 - ii) includes a loss payable clause in favor of Lessor;

- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, license fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
 - (a) gives Lessor notice of the adverse claim;
 - (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
 - (c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all Installments which were to be paid during the remainder of the Term, (B) any Installments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

and services or transfer taxes, license fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

- 16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

- (a) Failure by Lessee to pay any installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies

Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;
- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
 - i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
- (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
- (c) the amount of any installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
- (d) any cost of disposition of the Equipment; less
- (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, license or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor maybe or become liable, resulting from:
- (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor;
 - (d) the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents; or
 - (e) Lessor acting or relying upon any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method.

24. Assignment of Warranties

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

- 29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall

enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

34. Offset

34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

35. Remedies Cumulative

35.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

36. Time

36.1 Time is and shall be in all respects of the essence of any Lease.

37. Entire Transaction

37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

38. No Merger in Judgment

38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

39. Further Assurances/Copy of Agreement

39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

41. Currency

41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

42. Language

42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

43. General

43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

44. Electronic Communications

44.1 Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "**Electronic Communication**") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Lessor upon request. Lessor's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Lessor may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Lessor on paper (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of Lessor's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

45. Financial Information

45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

Royal Bank of Canada ("Lessor")

per 

Eugene Basolini
Head, Equipment Finance Solution Centre

**ORIGINAL TRADERS ENERGY L.P By General partner
Original Traders Energy Ltd. ("Lessee")**

per 

per 



Royal Bank of Canada
Master Lease Agreement

(Common Law)

Lessee No: 332644848

This Master Lease Agreement (the "Master Lease Agreement") made as of the 26th day of October, 2021 between

ROYAL BANK OF CANADA ("Lessor")

and

GEN7 FUEL MANAGEMENT SERVICES LP ("Lessee")

Address:

5575 North Service Rd,
Suite 300,
Burlington, Ontario
L7L 6M1

Address:

7263 INDIAN LINE RD
SCOTLAND, Ontario
N0E 1R0

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- 4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

5. Ownership

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.
- 5.2 The Equipments shall be located and used at the address of Lessee or the location shown under the heading "Equipment Location" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

6. Personal Property

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

7. License

- 7.1 Lessee agrees that Lessor:

- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
 - (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
 - (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
 - (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
 - i) includes Lessor (as owner) as an additional named insured, and
 - ii) includes a loss payable clause in favor of Lessor;

- (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, license fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
 - (a) gives Lessor notice of the adverse claim;
 - (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
 - (c) contests the adverse claim with all due dispatch.

14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all installments which were to be paid during the remainder of the Term, (B) any installments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales goods

and services or transfer taxes, license fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

- 16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further installments shall be payable thereafter with respect to that Equipment.

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

18. Events of Default

18.1 Any of the following is an "Event of Default":

- (a) Failure by Lessee to pay any installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee, or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

19. Lessor's Remedies on Default

- 19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies

Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment; and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;
- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
 - i) five percent (5%);
 - ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
 - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus
- (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
- (c) the amount of any installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
- (d) any cost of disposition of the Equipment; less
- (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.

19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.

19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof.

20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor, to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

21. Option to Purchase

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, license or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

22. Remedying Defaults

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

23. Indemnification

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor may be or become liable, resulting from:
- (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
 - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
 - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor;
 - (d) the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents; or
 - (e) Lessor acting or relying upon any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method.

24. Assignment of Warranties

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

25. Patent Infringement

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

26. Overdue Payment

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

27. Delivery at Termination

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

28. Notice

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

29. Third Parties

- 29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

30. Corporate Waiver

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

31. Limitation of Civil Rights - Saskatchewan

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall

enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

33. Records

33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

34. Offset

34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

35. Remedies Cumulative

35.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

36. Time

36.1 Time is and shall be in all respects of the essence of any Lease.

37. Entire Transaction

37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

38. No Merger in Judgment

38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

39. Further Assurances/Copy of Agreement

39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

40. Applicable Law

40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

41. Currency

41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

42. Language

42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

43. General

43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

44. Electronic Communications

44.1 Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Lessee by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile, (an "Electronic Communication") shall be considered an original thereof, duly authorized by and enforceable against Lessee, even if the Electronic Communication was not actually by or from Lessee or a person representing Lessee or differs in any way from any previous Electronic Communication. Lessee shall keep copies of all Electronic Communications and shall produce them to Lessor upon request. Lessor's records of Electronic Communications shall be admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof and, where applicable, execution by the parties in the same manner as a writing on paper, and Lessee waives any right to object to the introduction of such records in evidence, including any right to object based on the best evidence rule. Lessor may convert paper records of this Agreement and any other information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication delivered to Lessor on paper (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. Each such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents thereof in the same manner as the original Paper Record, and Lessee waives any right to object to the introduction of any Electronic Image into evidence, including any right to object based on the best evidence rule.

45. Financial Information

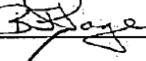
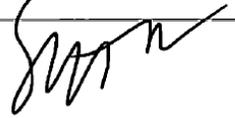
45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

Royal Bank of Canada ("Lessor")

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

GEN7 FUEL MANAGEMENT SERVICES LP By General partner 2498750 ONTARIO INC. ("Lessee")

per 
per 

This is Exhibit "FF" of
the Affidavit of Scott Hill
Sworn before me this 27th day of January, 2023

A handwritten signature in blue ink, appearing to read "Simeon K. Hill", is written above a horizontal line.

A Commissioner, etc.

**ACCOUNT PERFORMANCE SECURITY GUARANTEE
(ACCOUNT PSG)**

CERTIFICATE OF COVER

Account PSG No. **86631**

This Account PSG Certificate of Cover (the "Certificate") is issued on **May 06, 2022** in Ottawa, Ontario, by Export Development Canada ("EDC") to **Royal Bank of Canada** (the "Bank"), with offices located in **Hamilton, ON, Canada**. This *Certificate* cancels and replaces any previous Certificate issued for Account PSG No. **86631**.

This Certificate is subject to the General Terms and Conditions Form No. **A-PSG(e)-(11-2012)** of EDC's Account Performance Security Guarantee. The following specific terms and conditions apply to this Account PSG.

<u>Customer:</u>	Original Traders Energy LP having offices located in Caledonia, ON .
<u>Affiliate(s):</u>	OTE USA LLC having offices located in Plymouth, MI, USA , each of which is a wholly-owned subsidiary of the Customer.
<u>Maximum Aggregate Liability:</u>	USD 2,000,000
<u>Account PSG Validity Period:</u>	From May 06, 2022 to May 31, 2023 , or such earlier date if either EDC or the Bank accelerates the Account PSG Validity Period pursuant to Section 13 of the Account PSG General Terms and Conditions.
<u>Account PSG Currency:</u>	The lawful currency of the United States of America ("USD").
<u>Listed Currency:</u>	If a Bank Instrument or Bank Instructions are denominated in USD, CAD (a "Listed Currency"), the Account PSG Fee and any payment of the Guaranteed Amount by EDC shall be paid in the currency of the applicable Bank Instrument or Bank Instructions. For Bank Instruments or Bank Instructions denominated in any other currency, the Account PSG Fee and any payment of the Guaranteed Amount by EDC shall be paid in the Account PSG Currency.
<u>Maximum Guaranteed Amount:</u>	For any one Bank Instrument or Bank Instructions, the aggregate of (1) the principal amount payable by the Bank under a Bank Instrument or the Bank Instructions, and (2) any interest stated on the face of the Bank Instrument as being payable by the Bank or the Foreign Bank, as the case may be, which aggregate amount cannot exceed the equivalent of USD 2,000,000 or an amount otherwise exceptionally confirmed in writing by EDC on the Request for Cover form.
<u>Account PSG Fee Rate:</u>	Either 0.1000% (financial types of obligations) or 0.0758% (non-financial types of obligations), as determined by EDC in its sole and absolute discretion, for each Bank Instrument or Bank Instructions, per month of coverage.

Address for Notices:

for the Bank:

**Royal Bank of Canada
100 King St. West 8th Floor
Hamilton, ON, Canada
L8P 1A2**

Attention: **Commercial Account Manager**

Fax: **514-874-4986**

for EDC:

Export Development Canada
150 Slater Street
Ottawa, ON
K1A 1K3

Attention: **Contract Insurance & Bonding**

Fax: **613-597-8504**

Special Conditions:

The following Special Conditions shall apply to this Account PSG.

1. Subsection 4(5) of the General Terms and Conditions (“General Terms”) is deleted and replaced by the following:

“(5) EDC shall compute the Account PSG Fees at the rate specified in the Account PSG Certificate of Cover. The Account PSG Fees shall be computed and paid in the currency of the Bank Instrument if the Bank Instrument is denominated in a Listed Currency and in the Account PSG Currency for Bank Instruments denominated in any other currency. The Account PSG Fees will be calculated with respect to the maximum liability amount for the Bank Instrument or Bank Instructions as specified by EDC in the confirmed Request for Cover.”

2. Section 8 of the General Terms and Conditions is deleted and replaced by the following:

“8. Payments by EDC shall be made in the currency of the Bank Instrument or the Bank Instructions if the Bank Instrument or Bank Instructions are denominated in a Listed Currency and in the Account PSG Currency if the Bank Instrument or the Bank Instructions are denominated in any other currency. For the purpose of determining the amount to be paid by EDC if the Bank Instrument or Bank Instructions are not denominated in a Listed Currency, the amount paid by the Bank shall be converted to the Account PSG Currency at the lesser of the daily noon mid-market rate for such conversions applicable at EDC's bank on:

- (1) the date of EDC's Confirmation of coverage to the Bank; and
- (2) the date on which the Bank made the payment to the Beneficiary or to the Foreign Bank.”

3. Section 10 of the General Terms and Conditions is renumbered in accordance with the following:

(a) The first paragraph of Section 10 is now renumbered to be subsection (1).

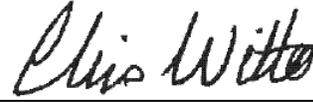
(b) The following is added after subsection (1):

“(2) For the purpose of tracking payments made by EDC as against its Maximum Aggregate Liability, any amount paid to the Bank in a currency other than the Account PSG Currency shall be converted to the Account PSG Currency at the daily noon mid-market rate in effect for such conversions at EDC's bank as of the date on which the Bank is paid by EDC.”

4. Subsection 1(g) of Schedule "B" is deleted and replaced by the following:
“(g) in a Listed Currency or in any other currency that is acceptable to EDC.”

EXPORT DEVELOPMENT CANADA





This is Exhibit "GG" of
the Affidavit of Scott Hill
Sworn before me this 27th day of January, 2023

A handwritten signature in blue ink, appearing to read "Samanta Hill", written over a horizontal line.

A Commissioner, etc.



Original Traders Energy LP
Unit 3
1110 Hwy 54
Caledonia, ON N3W 2G9 Canada

July 06, 2021

Re: Our Standby Letter of Credit No.: SLC2527026T
Beneficiary: Marathon Petroleum Company

Dear Customer,

We enclose a copy of the above-mentioned Standby Letter of Credit issued in accordance with your instructions.

We debit account number 400-164-001144 for USD 4,711.99 value July 06, 2021,
as follows:

<u>Description</u>	<u>Currency</u>	<u>Amount</u>
Fees/Charges United States Dollars		
Issuance Handling Fee	USD	-125.00
Swift Charge	USD	-50.00
Periodic Commission	USD	-4,536.99
Total Fees/Charges United States Dollars	USD	<u>-4,711.99</u>
Final Total United States Dollars	USD	<u>-4,711.99</u>

Principal	Rate	Calculation Period	Collection Period (DDMMYY)	Amount
USD 1,000,000.00	1.80%	Daily	06Jul21 - 05Oct21	USD 4,536.99

For Periodic Commission the charge basis days equals 365.

Commission has been collected for the period referenced above, and will continue to be charged as per the frequency mentioned above in advance until the guarantee has been cancelled. If the guarantee is cancelled during the course of a quarter, commission which has already been collected will not be refunded.



**Royal Bank
Banque Royale**

Royal Bank of Canada

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 1-800-757-4525. Please indicate our reference number in all your correspondence or telephone enquiries.

This document is computer-generated, and requires no signature.



: : PAYMENT WILL BE MADE UPON PRESENTATION BY FACSIMILE ('FAX') TO
: : FAX NUMBER XXX-XXX-XXX (to add by RBC-NY) OF YOUR MANUALLY SIGNED
: : AND DATED DEMAND FOR PAYMENT REFERRING TO THIS IRREVOCABLE
: : STANDBY LETTER OF CREDIT (THE 'LETTER OF CREDIT') AND STATING
: : EITHER (1) THAT THE AMOUNT DEMANDED REPRESENTS AN UNPAID
: : INDEBTEDNESS OR OTHER OBLIGATION OF THE APPLICANT TO THE
: : BENEFICIARY OR (2) THAT THE BENEFICIARY HAS RECEIVED NOTICE THAT
: : THIS LETTER OF CREDIT WILL NOT BE EXTENDED AND HAS NOT RECEIVED A
: : LETTER OF CREDIT OR OTHER SECURITY ACCEPTABLE TO IT AS A
: : REPLACEMENT. PROVIDED THAT SUCH FAX PRESENTATION IS RECEIVED ON
: : OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED
: : EXPIRATION DATE. IT IS UNDERSTOOD THAT ANY SUCH FAX PRESENTATION
: : SHALL BE CONSIDERED THE SOLE OPERATIVE INSTRUMENT OF DRAWING.
: .
: : WE WILL NOTIFY YOU OF ANY DEFECTS IN YOUR PRESENTATION WITHIN A
: : REASONABLE TIME NOT TO EXCEED THREE BUSINESS DAYS.
: .
: : UPON REQUEST, PAYMENT WILL BE MADE BY WIRE TRANSFER OF
: : IMMEDIATELY AVAILABLE FUNDS TO THE ACCOUNT PROVIDED BY THE
: : BENEFICIARY, FREE OF ANY CHARGES.
: .
: : THIS LETTER OF CREDIT WILL EXPIRE ON JUNE 23, 2022. IT IS A
: : CONDITION THAT THIS LETTER OF CREDIT WILL BE AUTOMATICALLY
: : EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE ABOVE EXPIRATION
: : DATE, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60)
: : DAYS PRIOR TO SUCH EXPIRATION DATE WE SEND YOU A WRITTEN NOTICE
: : OF NON-EXTENSION BY CERTIFIED MAIL, OR OVERNIGHT COURIER, TO THE
: : ADDRESS AND ATTENTION PARTY LISTED ABOVE.
: .
: : THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL
: : STANDBY PRACTICES ISP98, ICC PUBLICATION NO. 590.
: .
: : UNQUOTE
: .
: : IN CONSIDERATION OF YOU ISSUING THE ABOVE IRREVOCABLE STANDBY
: : LETTER OF CREDIT, WE HEREBY ESTABLISH IN YOUR FAVOUR OUR COUNTER
: : STANDBY LETTER OF CREDIT NO. SLC2527026T UP TO THE AGGREGATE
: : AMOUNT OF USD 1,000,000.00 (ONE MILLION AND 00/100'S UNITED
: : STATES DOLLARS).
: .
: : FUNDS UNDER THIS COUNTER STANDBY LETTER OF CREDIT ARE AVAILABLE
: : WITH US AGAINST YOUR AUTHENTICATED SWIFT MESSAGE STATING:
: : 'WE HEREBY DEMAND PAYMENT OF USD UNDER YOUR COUNTER
: : STANDBY LETTER OF CREDIT NO. SLC2527026T, AS WE HAVE BEEN CALLED
: : UPON TO PAY USD (..... UNITED STATES DOLLARS) UNDER OUR
: : IRREVOCABLE STANDBY LETTER OF CREDIT NO. ISSUED UNDER YOUR
: : RISK AND RESPONSIBILITY'.
: .
: : THIS COUNTER STANDBY LETTER OF CREDIT IS EFFECTIVE FROM THE DATE
: : HEREOF AND SHALL EXPIRE AT OUR OFFICE ON JUNE 23, 2022, OR ANY
: : AUTOMATICALLY EXTENDED EXPIRY DATE.
: .
: : THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AN
: : AMENDMENT ANNUALLY BEGINNING ON THE INITIAL EXPIRATION DATE
: : HEREOF AND UPON EACH ANNIVERSARY OF SUCH DATE, UNLESS AT LEAST
: : SEVENTY FIVE (75) DAYS PRIOR TO ANY SUCH EXPIRATION DATE WE HAVE
: : SENT YOU WRITTEN NOTICE BY AUTHENTICATED SWIFT THAT WE ELECT NOT
: : TO PERMIT THIS LETTER OF CREDIT TO BE SO EXTENDED, AND THAT THIS
: : LETTER OF CREDIT WILL EXPIRE ON ITS THEN CURRENT EXPIRATION DATE.
: .
: : NO PRESENTATION MADE UNDER THIS LETTER OF CREDIT AFTER SUCH
: : EXPIRATION DATE WILL BE HONORED.
: .



: WE HEREBY UNDERTAKE THAT YOUR DRAWINGS IN COMPLIANCE WITH THE
: TERMS AND CONDITIONS OF THIS COUNTER STANDBY LETTER OF CREDIT
: WILL BE DULY HONORED AS FOLLOWS:
:
: IF SUCH PRESENTATION IS MADE BY YOUR AUTHENTICATED SWIFT ON OR
: BEFORE 11:00 A.M. EASTERN TIME, WE SHALL SATISFY SUCH COMPLIANT
: DRAWING REQUEST ON THE SAME BUSINESS DAY. IF THE AUTHENTICATED
: SWIFT IS RECEIVED AT OUR COUNTERS AFTER 11:00 A.M. EASTERN TIME,
: WE WILL SATISFY SUCH DRAWING REQUEST ON THE NEXT BUSINESS DAY.
:
: FOR THE PURPOSES OF THIS SECTION, A BUSINESS DAY MEANS A DAY,
: OTHER THAN A SATURDAY OR SUNDAY, ON WHICH THE BANKS IN CANADA ARE
: NOT AUTHORIZED OR REQUIRED TO BE CLOSED.
:
: MULTIPLE AND PARTIAL DEMANDS ARE PERMITTED.
:
: THIS STANDBY LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED
: IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES ('ISP98')
: OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.
:
: REGARDS
: ROYAL BANK OF CANADA
: INTERNATIONAL TRADE CENTRE-ONTARIO
: 180 WELLINGTON STREET WEST, 4TH FLOOR
: TORONTO, ONTARIO M5J 1J1, CANADA
:
:72 : Sender to Receiver Information
: NO MAIL CONFIRMATION TO FOLLOW.
:
:

This is Exhibit "HH" of
the Affidavit of Scott Hill
Sworn before me this 27th day of January, 2023

A handwritten signature in blue ink, appearing to read "Samantha Hill". The signature is written in a cursive style with a large initial 'S' and 'H'.

A Commissioner, etc.

Certification Regarding Beneficial Owners of Legal Entity Customers



General Instructions

What is this form?

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and social security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

Beneficial Owners are:

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility (controlling individual) for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (1), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (1), you must provide the identifying information of one individual under section (2). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (2)), and up to five individuals (i.e., one individual under section (2) and four 25 percent equity holders under section (1)).

I. Certification of Beneficial Owner(s)

Persons opening an account or maintaining a business relationship on behalf of a legal entity must provide the following information:

Account open/maintenance Information:

A.	GLENN PAGE - DIRECTOR			
	NAME AND TITLE OF PERSON OPENING ACCOUNT OR MAINTAINING THE BUSINESS RELATIONSHIP			
B.	OT ENERGY INC.			
	NAME AND TYPE OF LEGAL ENTITY FOR WHICH THE ACCOUNT IS BEING OPENED/MAINTAINED			
	40600 ANN ARBOR ROAD EAST, SUITE 201			
	LEGAL ENTITY STREET ADDRESS			
	PLYMOUTH	MI	USA	48170-4675
	CITY	STATE/PROVINCE	COUNTRY	ZIP/POSTAL CODE

- C. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and skip this section.

Beneficial Owner Not Applicable

– Examples of Primary ID include valid/unexpired government issued documents evidencing nationality or residence as follows:
 Passport, US Government issued Alien ID, Drivers License, Nexus Card, Military ID Card, etc.

Beneficial Owner 1 Information:

2658658 Ontario Inc		60%	
INDIVIDUAL NAME		PERCENTAGE OF OWNERSHIP	DATE OF BIRTH
<input type="checkbox"/> SIN <input type="checkbox"/> SSN <input type="checkbox"/> ITIN			
SIN/SSN/ITIN NUMBER		RESIDENTIAL STREET ADDRESS	
PRIMARY ID NUMBER		ADDRESS LINE 2	
ISSUE DATE	EXPIRATION DATE	ADDRESS LINE 3	
PRIMARY ID TYPE		CITY	STATE/PROVINCE
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

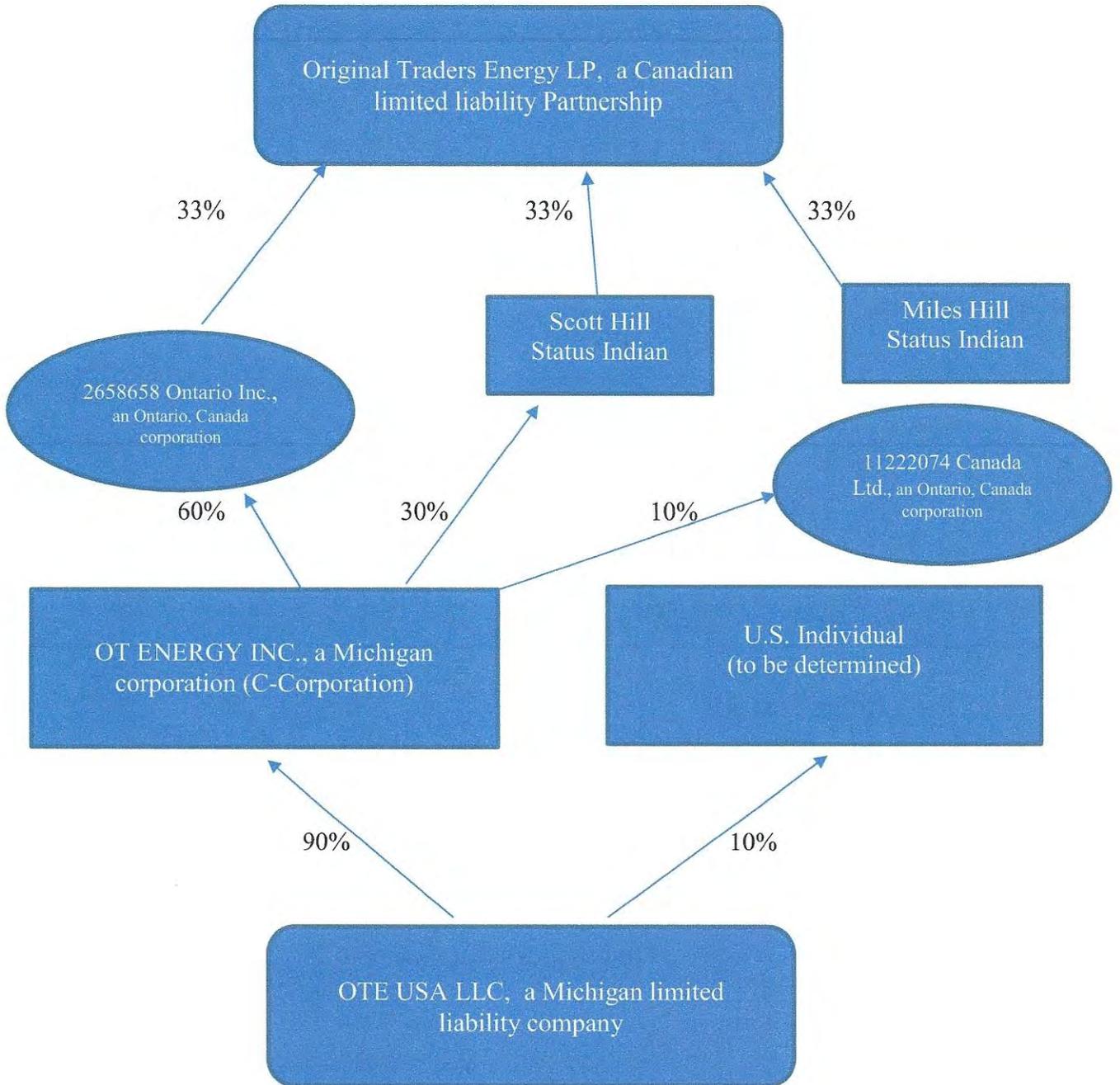
Beneficial Owner 2 Information:

Scott Hill		30%	
INDIVIDUAL NAME		PERCENTAGE OF OWNERSHIP	DATE OF BIRTH
<input type="checkbox"/> SIN <input type="checkbox"/> SSN <input type="checkbox"/> ITIN			
SIN/SSN/ITIN NUMBER		RESIDENTIAL STREET ADDRESS	
PRIMARY ID NUMBER		ADDRESS LINE 2	
ISSUE DATE	EXPIRATION DATE	ADDRESS LINE 3	
PRIMARY ID TYPE		CITY	STATE/PROVINCE
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

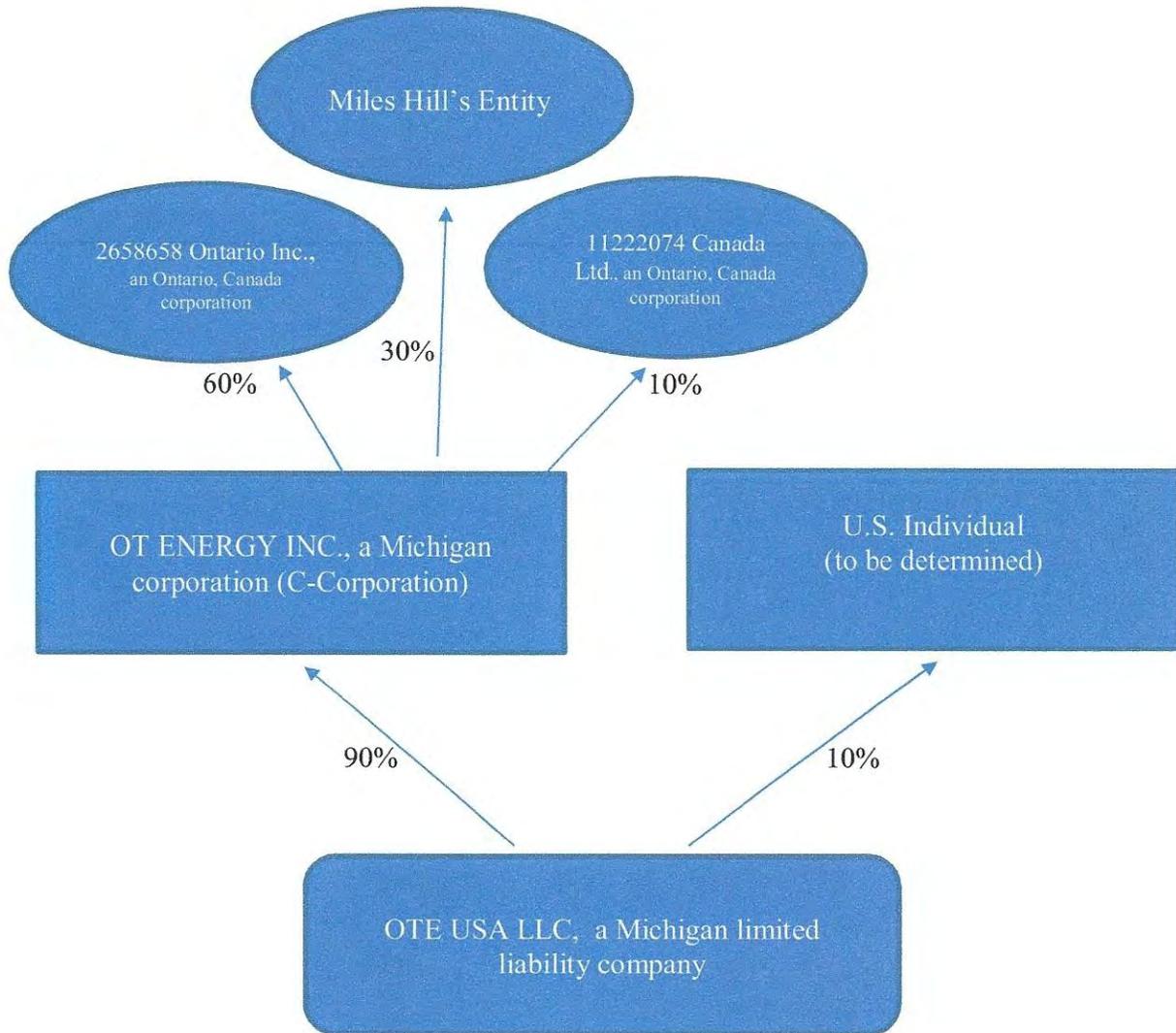
Beneficial Owner 3 Information:

INDIVIDUAL NAME		PERCENTAGE OF OWNERSHIP	DATE OF BIRTH
<input type="checkbox"/> SIN <input type="checkbox"/> SSN <input type="checkbox"/> ITIN			
SIN/SSN/ITIN NUMBER		RESIDENTIAL STREET ADDRESS	
PRIMARY ID NUMBER		ADDRESS LINE 2	
ISSUE DATE	EXPIRATION DATE	ADDRESS LINE 3	
PRIMARY ID TYPE		CITY	STATE/PROVINCE
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

ORGANIZATIONAL CHART



ORGANIZATIONAL CHART



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

OT ENERGY INC.

ID Number: 802575019

received by electronic transmission on December 22, 2020 **, is hereby endorsed.**

Filed on December 22, 2020, **by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 22nd day of December, 2020.

Linda Clegg

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

LARA Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC PROFIT CORPORATION

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

ARTICLE I

The name of the corporation is:

OT ENERGY INC.

ARTICLE II

Unless the articles of incorporation otherwise provide, all corporations formed pursuant to 1972 PA 284 have the purpose of engaging in any activity within the purposes for which corporations may be formed under the Business Corporation Act. You may provide a more specific purpose:

ARTICLE III

1. State the total authorized shares of each class of stock that the corporation is authorized to issue. All corporations must authorize stock.* If there is more than one class or series of shares, state the relative rights, preferences and limitations of the shares of each class in Article III(2).

Class of Stock	Total authorized number of shares
COMMON	60,000

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: THE CORPORATION COMPANY
2. Street Address: 40600 ANN ARBOR ROAD EAST
Apt/Suite/Other: SUITE 201
City: PLYMOUTH
State: MI Zip Code: 48170-4675
3. Registered Office Mailing Address:
P.O. Box or Street Address: 40600 ANN ARBOR ROAD EAST
Apt/Suite/Other: SUITE 201
City: PLYMOUTH
State: MI Zip Code: 48170-4675

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
------	-------------------------------

ARTICLE VI

When a compromise or arrangement or plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement of the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII

Any action required or permitted under the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares that have at least the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder that signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation that has custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders that would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and that have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

Signed this 22nd Day of December, 2020 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Glenn Page	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

Certification Regarding Beneficial Owners of Legal Entity Customers



General Instructions

What is this form?

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and social security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

Beneficial Owners are:

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility (controlling individual) for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (1), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (1), you must provide the identifying information of one individual under section (2). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (2)), and up to five individuals (i.e., one individual under section (2) and four 25 percent equity holders under section (1)).

I. Certification of Beneficial Owner(s)

Persons opening an account or maintaining a business relationship on behalf of a legal entity must provide the following information:

Account open/maintenance Information:

A.	GLENN PAGE - DIRECTOR
	NAME AND TITLE OF PERSON OPENING ACCOUNT OR MAINTAINING THE BUSINESS RELATIONSHIP
B.	OTE USA LLC
	NAME AND TYPE OF LEGAL ENTITY FOR WHICH THE ACCOUNT IS BEING OPENED/MAINTAINED
	40600 ANN ARBOR ROAD EAST, SUITE 201
	LEGAL ENTITY STREET ADDRESS
	PLYMOUTH MI USA 48170-4675
	CITY STATE/ZIP/COUNTRY ZIP/POSTAL CODE

- C. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above. If no individual meets this definition, please check "Beneficial Owner Not Applicable" below and skip this section.

Beneficial Owner Not Applicable

- Examples of Primary ID include valid/unexpired government issued documents evidencing nationality or residence as follows:
Passport, US Government issued Alien ID, Drivers License, Nexus Card, Military ID Card, etc.

Beneficial Owner 1 Information:

<i>OT Energy Inc</i>		<i>90%</i>	
INDIVIDUAL NAME		PERCENTAGE OF OWNERSHIP	DATE OF BIRTH
<input type="checkbox"/> SIN <input type="checkbox"/> SSN <input type="checkbox"/> ITIN			
SIN/SSN/ITIN NUMBER		RESIDENTIAL STREET ADDRESS	
PRIMARY ID NUMBER		ADDRESS LINE 2	
ISSUE DATE	EXPIRATION DATE	ADDRESS LINE 3	
PRIMARY ID TYPE		CITY	STATE/PROVINCE
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

Beneficial Owner 2 Information:

<i>David Gordon</i>		<i>10%</i>	
INDIVIDUAL NAME		PERCENTAGE OF OWNERSHIP	DATE OF BIRTH
<input type="checkbox"/> SIN <input type="checkbox"/> SSN <input type="checkbox"/> ITIN			
SIN/SSN/ITIN NUMBER		RESIDENTIAL STREET ADDRESS	
<i>5546 70700</i>		ADDRESS LINE 2	
<i>Jan 30, 2017</i>	<i>Jan 29, 2027</i>	ADDRESS LINE 3	
ISSUE DATE	EXPIRATION DATE		
<i>Passport</i>		<i>East Lansing</i>	<i>MI</i>
PRIMARY ID TYPE		CITY	STATE/PROVINCE
<i>USA</i>		<i>USA</i>	<i>48823</i>
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

Beneficial Owner 3 Information:

INDIVIDUAL NAME		PERCENTAGE OF OWNERSHIP	DATE OF BIRTH
<input type="checkbox"/> SIN <input type="checkbox"/> SSN <input type="checkbox"/> ITIN			
SIN/SSN/ITIN NUMBER		RESIDENTIAL STREET ADDRESS	
PRIMARY ID NUMBER		ADDRESS LINE 2	
ISSUE DATE	EXPIRATION DATE	ADDRESS LINE 3	
PRIMARY ID TYPE		CITY	STATE/PROVINCE
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

Beneficial Owner 4 Information:

<input type="checkbox"/> SIN	INDIVIDUAL NAME	PERCENTAGE OF OWNERSHIP	DATE OF BIRTH
<input type="checkbox"/> SSN <input type="checkbox"/> ITIN	SIN/SSN/ITIN NUMBER	RESIDENTIAL STREET ADDRESS	
PRIMARY ID NUMBER		ADDRESS LINE 2	
ISSUE DATE	EXPIRATION DATE	ADDRESS LINE 3	
PRIMARY ID TYPE		CITY	STATE/PROVINCE
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

D. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.
- If appropriate, and individual listed under section (I) above may also be listed in this section (II).
- Examples of Primary ID include valid/unexpired government issued documents evidencing nationality or residence as follows: Passport, US Government issued Alien ID, Drivers License, Nexus Card, Military ID Card, etc.

II. Certification of Control Individual

<input type="checkbox"/> SIN	INDIVIDUAL NAME	TITLE	DATE OF BIRTH
<input type="checkbox"/> SSN <input type="checkbox"/> ITIN	SIN/SSN/ITIN NUMBER	RESIDENTIAL STREET ADDRESS	
PRIMARY ID NUMBER		ADDRESS LINE 2	
ISSUE DATE	EXPIRATION DATE	ADDRESS LINE 3	
PRIMARY ID TYPE		CITY	STATE/PROVINCE
PRIMARY ID STATE/COUNTRY/PROVINCE		COUNTRY	ZIP/POSTAL CODE

Certified/Agreed to:

I, Glenn Page
PRINT NAME OF PERSON OPENING/MAINTAINING ACCOUNT

hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

[Signature] [Signature] June 16, 2021
SIGNATURE DATE