



ABC Addendum
(Master Lease – S)

This addendum is attached to and forms part of Leasing Schedule # 332644848-201000066682 between OTE LOGISTICS LP (Lessee) and Royal Bank of Canada (Lessor).

With respect to the above referenced Leasing Schedule, which forms part of a Master Lease Agreement, paragraph 21 is superseded by the following:

"Provided that the Leasing Schedule is in force and effect, and no Event of Default has occurred which has not been cured prior to the Purchase Option Date, the Lessee shall by 60 days prior written notice delivered to the Lessor, elect one of the following options:

- (a) Purchase the Equipment on April 3, 2027 for a Purchase Price of \$90,168.25 Canadian Dollars, which is the estimated fair market value of the Equipment as at such date, plus any provincial or federal sales or other applicable taxes, license, or registration fees or other assessments or charges arising out of the purchase, or;
- (b) Cause a third party to purchase the Equipment on April 3, 2027 for a Purchase Price of \$90,168.25, which is the estimated fair market value of the Equipment as at such date, plus any provincial or federal sales or other applicable taxes, license, or registration fees or other assessments or charges arising out of the purchase, or;
- (c) Lease the Equipment for an additional term commencing the day after the Purchase Option Date, subject to credit and all other approvals at the sole discretion of the Lessor and deliver a new Leasing Schedule or Extension Agreement, executed by Lessee and Lessor for a revised term and rental payment to be established by Lessor acting reasonably.

If Lessee exercises Option (a), or a third party purchases the Equipment as in Option (b), then provided the Royal Bank receives the Purchase Price, it will convey all of its right, title and interest in the Equipment under this Leasing Schedule to the Lessee or third party respectively, on a "where-is, as-is basis", without any representation or warranty except as to Royal Bank's right to convey the Equipment to the Lessee.

In the event that neither option (a) nor (b) is completed the Lessee shall be deemed to have elected option (c) above. However, should Lessor not approve the credit for a new Leasing Schedule or should Lessee fail to execute and deliver said documentation, then the Lessee shall be deemed to have elected option (a) above."

Initialed by

Initialed by

ROYAL BANK OF CANADA

OTE LOGISTICS LP By General Partner 2496750 Ontario Inc.(Lessee)

Eugene Basolini
Head, Equipment Finance Solution Centre



Rental Statement

OTE LOGISTICS LP
7263 INDIAN LINE RD
SCOTLAND, Ontario
N0E 1R0

PLEASE REMIT PAYMENT TO:
Royal Bank of Canada
Leasing Division
5575 North Service Rd, Suite 300
Burlington, Ontario
L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
332644848 - 201000066682	\$360,673.00	N/A
RENTAL		\$36,067.30
GST/HST *		\$0.00
PST/QST *		\$0.00
SUB TOTAL		<u>\$36,067.30</u>
ADMINISTRATION FEE		\$785.00
GST/HST *		\$0.00
PST/QST *		\$0.00
SUB TOTAL		<u>\$785.00</u>
TOTAL DUE ON April 4, 2022 (to be debited from your account)		<u>\$36,852.30</u>

*Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$4,889.81** will be debited from your account on the **4th** of each month starting **May 4, 2022** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

OTE LOGISTICS LP By General partner 2496750
ONTARIO INC. ("Lessee")

Per: [Signature]
(authorized signatory and title)

Per: [Signature]
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001



Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: OTE LOGISTICS LP
ADDRESS: 7263 INDIAN LINE RD
CITY: SCOTLAND PROVINCE: Ontario POSTAL CODE: N0E 1R0

The purpose of the Corporate Payment Service Agreement between OTE LOGISTICS LP ("Lessee") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Lessee to Royal Bank as payee under the following terms and conditions:

The Lessee hereby authorizes Royal Bank to draw on the Lessee's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 332644848 - 201000066682 ("Lease") between Lessee and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning April 4, 2022. The Lessee authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Lessee's Financial Institution	RBC
Branch Address	
City, Province, Postal Code	
Transit Number of Financial Institution and Branch	01144 003
Account Number	1008705

The Lessee hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Lessee and are empowered to enter into this Agreement.

The Lessee and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Lessee delivers written notice of revocation to Royal Bank. The Lessee may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Lessee may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Lessee's financial institution or by visiting www.rbc.com. Revocation of this authorization does not terminate any contract for products/services that exists between the Lessee and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Lessee has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.rbc.com.

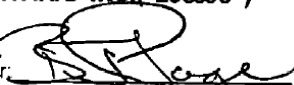
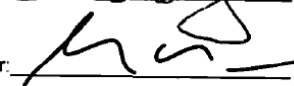
Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

Dated the 6th day of April, 2022

ROYAL BANK OF CANADA

Per: 
Eugene Basolini
Head, Equipment Finance Solution Centre

OTE LOGISTICS LP By General partner 2496750
ONTARIO INC. ("Lessee")

Per: 
Per: 

Royal Bank of Canada
5575 North Service Rd., Suite 300
Burlington, ON L7L 6M1
Tel: 1-866-876-3672

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes) As per Attached Payment Schedule
332644848	201000066682	As per Attached Payment Schedule	\$0.00	\$0.00	

Goods & Services Tax No: 105 248 165
Revision (04/16)

Invoice



TREMCAR INC.
Division London
 2060 OXFORD STREET E.
 LONDON, ON
 CANADA, N5V 2Z8
 Phone : 519 452-7732 Fax : 519 452-4861

Invoice #	00511835
Date :	2022-03-25
Contact :	

Bill To **L100454**
RBC ROYAL BANK
 5575 NORTH SERVICE ROAD, SUITE 300,
 BURLINGTON, Ontario
 CANADA, L7L 6M1

Ship To **L100395**
OTE LOGISTICS LP
 7273 INDIAN LINE ROAD,
 SCOTLAND, Ontario
 CANADA, N0E 1R0

PO No.	Sales Order No. 00017110	Shipping No.	Reference No.	Terms NET 30 JOURS/DAYS
Sales Rep N/A (NA)	Shipping Date	Carrier Non-applicable	Ship Method N/A	

#	Qty	UN	Item	Description	Net Price	Amount
1	1.000	UN	1APTEL-22871	TC 406, PT, AL, EL, 4 COMPT, 20000 L NEW 2022 TREMCAR ALUMINUM TRUCKMOUNT TANK Tank production # : 22871	195 758.00 \$	195 758.00 \$
2	1.000	UN	X TRANSPORT CUSTOMER	TRANSPORT CHARGE	0.00 \$	0.00 \$

Total: 195 758.00 \$

Title to goods remain with vendor until invoice is paid in full. Terms Net 30 days. Interest of 2% per month charged on overdue accounts. All claims against invoice must be made within 30 days of invoice date. All returns may be subject to a restocking fee.

-IST13S - Harmonized sales tax
 13% # 741510739:

Item Total: 221 206.54 \$

CAD



METRO FREIGHTLINER
Hamilton

Metro Freightliner Hamilton Inc.
1021 Industrial Road
Ayr Ontario N0B 1E0
Phone: 519 740-2405

Date Mar 30, 2022

Purchaser **ROYAL BANK OF CANADA**

Address **5575 NORTH SERVICE RD SUITE 300**

City **BURLINGTON**

Province **ON**

Postal Code **L7L6M1**

Phone

Equipment		We hereby offer to purchase from the above dealer the following vehicle on the terms and conditions herein set forth including the conditions on the back hereof			
New ☒ Used ☐ Year 2022 Make Western Star Model 4700SB Model #					
Engine DD 13 410 HP		Serial no. SKKHAXDV5NPNJ8164		Colour WHITE (Invoice # NJ8164)	
Engine Serial # 471928S0903836		If manufacturer's warranty applicable time is measured from		Mileage 344 Purchasers Initials	
Transmission FAO-14810C-EA		A replacement motor vehicle permit transfer cannot be obtained without a safety standards certificate pursuant to the highway traffic act.		The vehicle herein will be delivered with an unfit vehicle permit and the purchaser is responsible for removing the vehicle and for transferring the unfit motor vehicle permit at his own cost.	
Front Axle 20000 Rear Axle 40000		The vehicle herein will be delivered at the price herein stated with a safety standards certificate NO.			
Ratio 3.90		Local Work		Terms of Settlement	
Suspension Airliner 46000				Total Sale Price	\$164,815.00
Tires Front Michelin XZY-3				Freight	
Tires Rear Continental HDC3				Air Condition tax	\$100.00
Wheels Front Alcoa Aluminum				Tire Stewardship Tax	
Wheels Rear Alcoa Aluminum				Administration	\$0.00
Cab/Sleeper N/A		Product Name	Extended Warranty Number of Months	Extended Warranty Number of Kilometers	Product Description
Any finance information is in accordance with the consumer protection act RSO		Detroit EW4	84	644000	Extended Engine Warr
Local Work		Wiring HD Standard	60	804000	Extended Wiring Warr
Pre Delivery Inspection					
Clean Up					
Hub Caps and Nut Covers		Trade in Description & Lien Disclosure			Sub Total \$ 164,915.00
Floor Mats		HST Registrant No.	HST on trade in		Pst on Subtotal
		Year	Make	Model	Hst on Subtotal \$21,438.95
SHIP TO		Licence No.	Yr. of issue	Engine no.	HST trade in credit
OTE LOGISTICS LP		Mileage	mi ☐ km ☐		Fuel
7263 INDIAN LINE ROAD		Serial No.			Payout Lien on Trade In
SCOTLAND, ON		Net amount owed	Owed to		Licence Fee
As general continuing collateral security for the payment of the purchase price in full, the purchaser grants a security interest to and in favour of the dealer in the motor vehicle(s) which shall be subject to this seller to permit lease		Last Registered Owner			Balance Due \$ 186,353.95
I hereby agree that no verbal promises or conditions have been made other than what is written on this contract. I also understand that balance due on delivery is payable in certified funds only		Address			Deposit
PURCHASERS SIGNATURE		Owner Signature			Total Balance Due \$186,353.95
VENDORS ACCEPTANCE		Purchaser Signature			Credit Approval RBC
DATE Mar 30, 2022		DEALER REG. NO. 4900270			Registration No. 4665907
Name of official (please print) Dave Mash		MGR			Salesman Name (please print) Dave Mash
Signature		Conditions of Sale			Salesman Signature
METRO FREIGHTLINER HAMILTON INC.		1. DISCOUNTER READING: The dealer does not warrant or guarantee the odometer reading of any used motor vehicle sold herein and makes only such disclosure as is required under the Motor Vehicle Dealers Act and Regulations thereunder.			Terms: COD
HST NO. R854340502		2. ACKNOWLEDGEMENT OF CONDITIONS: The purchaser acknowledges having read the conditions printed on the reverse side hereof.			PO. No BRIAN PAGE-NJ8164
		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER			

This Equipment Security Note ("Equipment Note"), dated as of 14 November 2019, between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,"), is executed pursuant to Master Loan and Agreement Number 7018 dated 13 March 2019 (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of \$195,672.00, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2020 Tremcar TC406 Aluminum Six Axle Tanker Semi Trailer s/n 1T9JAGX67LS588082	\$195,672.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54, Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of \$195,672.00, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-one (61)** consecutive monthly installments of principal and interest (the "Payments") commencing on **15 December 2019** (the "Initial Payment") and continuing thereafter through and including **15 December 2024** (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-Nine Hundredths percent (6.99%)** per annum or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

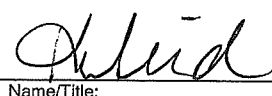
4. Payment Amount. The principal and interest amount of each Payment shall be **Three (3) Payments of \$2,896.51, Followed by One (1) Payment of \$30,787.97, Followed by Fifty-six Payments of \$2,896.51, Followed by One (1) Payment of \$31,560.00.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

By:


Name/Title:

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By:


Name/Title: Brian Page, Director

Witness to All

Acceptance Date: 14 November 2019

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

LEASE AGREEMENT

THIS AGREEMENT ("Lease") between **ESSEX LEASE FINANCIAL CORPORATION** ("Lessor") located at 10768 74th Street SE, Calgary, Alberta, T2C 5N6 (Telephone: 403-693-4060, Facsimile: 403-236-9076, GST No. 101687705 / QST No. _____) and Customer:

CUSTOMER INFORMATION

Customer's Full Legal Name (including French version, if any) Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.	Contact Name/Title Brian Page
Customer's Address (Head Office) 1110 Brant Hwy 54 Unit 3	Telephone No. (519) 512-2245
City/Province Caledonia, Ontario N3W 2G9	Fax No.

LEASE DETAILS

Contract No. **7018-303596**

Vendor's Full Legal Name Carrier Truck Center Inc.	Contact Name
Vendor's Address 645 Athlone Place, Woodstock, ON. N4S 7V8	Telephone No. 866-889-2110
Equipment Location 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9	

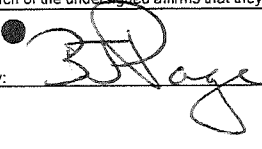
Quantity	EQUIPMENT DESCRIPTION (include year, make, model and serial no. where available; attach & refer to Addendum if necessary)
One (1)	New 2020 International LT625 DayCab Truck s/n 3HCDZAPT1LL804671
One (1)	New 2020 International LT625 DayCab Truck s/n 3HCDZAPT7LL844673
One (1)	New 2020 International LT625 DayCab Truck s/n 3HCDZAPT8LL823640

TERM NO. OF MONTHS	PAYMENTS MADE IN: Advance Monthly Cheque Other Specify	NO. OF PAYMENTS	NET RENTAL PAYMENT	GST	PST	TOTAL RENTAL PAYMENT
49	☒ Advance ☐ Monthly ☐ Cheque ☐ Other Specify	1	\$107,377.00	\$13,959.01	0.00	\$121,336.01
		48	\$8,971.55	\$1,166.30	0.00	\$10,137.85

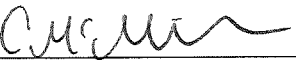
PURCHASE OPTION (See Section 29)	OPTION DATE: The End of the Term's 49 Payment.	OPTION PRICE: ☐ Fair Market Value or ☒ See ABC Addendum
PAYMENT FORM	I accept pre-authorized payments: _____	

LESSOR

CUSTOMER

This Lease shall not become binding upon Lessor until accepted as follows: LESSOR ESSEX LEASE FINANCIAL CORPORATION	Date of Lessor Acceptance AUG 01 2019	THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE ENTIRE LEASE AND ACCEPTS THE TERMS AND CONDITIONS HEREOF	
		Customer's Full Legal Name Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.	Date 17 July 2019
		Each of the undersigned affirms that they are duly authorized to execute this Lease on behalf of the Customer.	
 Authorized Signatory		By:  Name/Title Brian J. Page, Vice President	

Any changes must be initialed only by Lease Signatories

Witness to All: 

This **Equipment Security Note** ("Equipment Note"), dated as of **8 October 2019**, between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **13 March 2019** (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note. The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$175,770.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2020 Tremcar TC406 Aluminum Four Axle Aluminum Tank Trailer S/N 1T9JAFV4XLS588072	\$175,770.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$175,770.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in 61 consecutive monthly installments of principal and interest (the "**Payments**") commencing on **15 November 2019** (the "**Initial Payment**") and continuing thereafter through and including **15 November 2024** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-Nine Thousandths percent (6.99%)** per annum or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) equal consecutive monthly payments of \$2,612.56, commencing on 15 November 2019, followed by, One (1) monthly payment of \$27,182.56, commencing on 15 January 2020, followed by, Fifty-Seven (57) equal consecutive monthly payments of \$2,612.56, commencing on 15 February 2020, followed by One (1) payment of \$28,350.00**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

**GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.**

By:

Name/Title:

By:

Name/Title:

Brian J. Page, Vice President

Witness to All

Acceptance Date: 8 October 2019

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This **Equipment Security Note** ("Equipment Note"), dated as of **22 November 2019**, between **Essex Lease Financial Corporation**, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen 7 Fuel Management Services Limited Partnership** acting through its **General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **13 March 2019** (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$195,672.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2020 Tremcar TC406 Aluminum Six Axle Tanker Semi Trailer S/N 1T9JAGX69LS588083	\$195,672.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$195,672.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in (Sixty-One) 61 consecutive monthly installments of principal and interest (the "Payments") commencing on **15 December 2019** (the "Initial Payment") and continuing thereafter through and including **15 December 2024** (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-Nine Thousand percent (6.99%)** per annum or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Three (3) equal consecutive monthly payments of \$2,890.53, commencing on 15 December 2019, followed by, One (1) monthly payment of \$30,781.76, commencing on 15 March 2020, followed by, Fifty-Six (56) equal consecutive monthly payments of \$2,890.53, commencing on 15 April 2020, followed by, One (1) monthly payment of \$31,560.00, commencing on 15 December 2024**

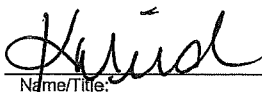
5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

**GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.**

By:


Name/Title:

By:


Name/Title: **Brian J. Page, Vice President**

Witness to All

Acceptance Date: 22 November 2019

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This Equipment Security Note ("Equipment Note"), dated as of 16 January 2020, between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,"), is executed pursuant to Master Loan and Agreement Number 7018 dated 13 March 2019 (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of \$202,507.50, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2020 Tremcar Aluminum TC406 Super B 3 Compartment Tanker Lead Trailer S/N 1T9AA9H32LS588104	\$121,504.50
One (1)	2020 Tremcar Aluminum TC406 Super B 3 Compartment Tanker Pup Trailer S/N 1T9AA9825LS588105	\$81,003.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of \$202,507.50, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in Sixty-one (61) consecutive monthly installments of principal and interest (the "Payments") commencing on 1 March 2020 (the "Initial Payment") and continuing thereafter through and including 1 April 2025 (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of Six and Ninety-Nine Hundredths percent (6.99%) per annum or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be Two (2) equal consecutive monthly payments of \$2,960.19, commencing on March 1, 2020, followed by One (1) monthly payment of \$31,267.69, on May 1, 2020, followed by Fifty-seven (57) equal consecutive monthly payments of \$2,960.19, commencing on June 1, 2020, followed by One (1) payment of \$36,908.63, on April 1, 2025.

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

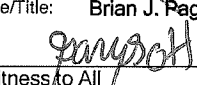
- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

By: 
Name/Title:

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By: 
Name/Title: Brian J. Page, Vice President

→ 
Witness to All

Acceptance Date: 16 January 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This Equipment Security Note ("Equipment Note"), dated as of 22 April 2020, between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,"), is executed pursuant to Master Loan and Agreement Number 7018 dated 13 March 2019 (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. **Description of Equipment; Location.** The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of \$218,317.50, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2020 Tremcar Aluminum TC406 Tanker Lead Trailer S/N 1T9AA9H37LS588115	\$137,540.00
One (1)	2020 Tremcar Aluminum TC406 Tanker Pup Trailer S/N 1T9AA982XLS588116	\$80,777.50

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. **Principal.** For value received, Borrower promises to pay to the order of Lender, the principal amount of \$218,317.50, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in Sixty-one (61) consecutive monthly installments of principal and interest (the "Payments") commencing on 1 June 2020 (the "Initial Payment") and continuing thereafter through and including 1 June 2025 (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. **Interest Rate.** Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of Seven percent (7.00%) per annum or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. **Payment Amount.** The principal and interest amount of each Payment shall be Two (2) equal consecutive monthly payments of \$3,236.18 commencing on June 1, 2020, followed by One (1) payment of \$35,058.95 on August 1, 2020, followed by Fifty-seven (57) equal consecutive monthly payments of \$3,236.18 commencing on September 1, 2020, followed by One (1) payment of \$34,212.50 on June 1, 2025

5. **Borrower Acknowledgements.** Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

By: _____

Name/Title:

**GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.**

By: _____

Name/Title: Brian Page, Director

Witness to All

Acceptance Date: 22 April 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This Equipment Security Note ("Equipment Note"), dated as of 4 June 2020, between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,") is executed pursuant to Master Loan and Agreement Number 7018 dated 13 March 2019 (the "Master Agreement,") which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of \$166,600.00, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2021 Tremcar TC 406 Aluminum Tank Trailer S/N 1T9JAGV45MS588021	\$166,600.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of \$166,600.00, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-one (61)** consecutive monthly installments of principal and interest (the "Payments") commencing on 15 July 2020 (the "Initial Payment") and continuing thereafter through and including 15 July 2025 (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-Nine Hundredths percent (6.99%)** per annum or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) equal consecutive monthly payments of \$2,520.98** commencing on July 15, 2020, followed by **One (1) payment of \$24,620.98** on September 15, 2020, followed by **Fifty-seven (57) equal consecutive monthly payments of \$2,520.98** commencing on October 15, 2020, followed by **One (1) payment of \$25,500.00** on July 15, 2025.

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By:

Name/Title:

By:

Name/Title:

Brian Page, Director

Witness to All

Acceptance Date: 4 June 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This **Equipment Security Note** ("Equipment Note"), dated as of **26 June 2020**, between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **13 March 2019** (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$166,600.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2021 Tremcar TC 406 Aluminum Tank Trailer S/N 1T9JAGV43MS588003	\$166,600.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$166,600.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-one (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **15 August 2020** (the "**Initial Payment**") and continuing thereafter through and including **15 August 2025** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-Nine Hundredths percent (6.99%)** per annum or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) equal consecutive monthly payments of \$2,526.11** commencing on **August 15, 2020**, followed by **One (1) payment of \$24,625.94** on **October 15, 2020**, followed by **Fifty-seven (57) equal consecutive monthly payments of \$2,526.11** commencing on **November 15, 2020**, followed by **One (1) payment of \$25,500.00** on **August 15, 2025**.

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

By:

Name/Title:

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By:

Name/Title:

Brian Page, Director

Witness to All

Acceptance Date: 4 June 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This **Equipment Security Note** ("Equipment Note"), dated as of **19 June 2020**, between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,"), is executed pursuant to Master Loan and Agreement Number 7018 dated 13 March 2019 (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of \$195,020.00, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2020 Tremcar TC406 Aluminum Tank Lead Trailer S/N 1T9AA9H38LS588107	\$117,012.00
One (1)	2020 Tremcar TC406 Aluminum Tank Pup Trailer S/N 1T9AA9820LS588108	\$78,008.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of \$195,020.00, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-one (61)** consecutive monthly installments of principal and interest (the "Payments") commencing on **1 August 2020** (the "Initial Payment") and continuing thereafter through and including **01 August 2025** (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-nine Hundredths percent (6.99%)** per annum or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) equal consecutive monthly payments of \$2,951.78 commencing on August 1, 2020, followed by One (1) payment of \$28,821.78 on October 1, 2020, followed by Fifty-seven (57) equal consecutive monthly payments of \$2,951.78 commencing on November 1, 2020, followed by One (1) payment of \$29,850.00 on August 1, 2025.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By:

Name/Title:

By:

Name/Title:

Brian Page, Vice President

Witness to All

Acceptance Date: 19 June 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This Equipment Security Note ("Equipment Note"), dated as of August 13, 2020 between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,"), is executed pursuant to Master Loan and Agreement Number 7018 dated March 13, 2019 (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of \$333,200.00, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	New 2021 Tremcar TC 406 Aluminum Tank Trailer S/N 2TSL504XMB000421	\$166,600.00
One (1)	New 2021 Tremcar TC 406 Aluminum Tank Trailer S/N 2TSL5043MB000471	\$166,600.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of \$333,200.00, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-one (61)** consecutive monthly installments of principal and interest (the "Payments") commencing on **October 1, 2020** (the "Initial Payment") and continuing thereafter through and including **October 1, 2025** (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-nine Hundredths 6.99% percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) equal consecutive monthly payments of \$5,050.93 commencing on October 1, 2020, followed by One (1) payment of \$49,250.93 on December 1, 2020, followed by Fifty-seven (57) equal consecutive monthly payments of \$5,050.93 commencing on January 1, 2021, followed by One (1) payment of \$51,000.00 on October 1, 2025.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

By:

Name/Title:

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By:

Name/Title:

Brian Page, Director

Witness to All

Acceptance Date: August 13, 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.

This Equipment Security Note ("Equipment Note"), dated as of September 8, 2020 between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc. ("Borrower,"), is executed pursuant to Master Loan and Agreement Number 7018 dated March 13, 2019 (the "Master Agreement,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "Default," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. **Description of Equipment; Location.** The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of \$212,366.00, which may include taxes, shipping, installation and other related expenses, if any (collectively "Lender's Cost"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2021 Tremcar TC406 Aluminum Tank Trailer S/N 2TSL5260MB000474	\$212,366.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. **Principal.** For value received, Borrower promises to pay to the order of Lender, the principal amount of \$212,366.00, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in Sixty-one (61) consecutive monthly installments of principal and interest (the "Payments") commencing on November 1, 2020 (the "Initial Payment") and continuing thereafter through and including November 1, 2025 (the "Maturity Date") (collectively, the "Equipment Note Term"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "Payment Date") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. **Interest Rate.** Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of Six and Ninety-nine Hundredths (6.99%) percent per annum or, if less, the highest rate of interest permitted by applicable law (the "Interest Rate"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

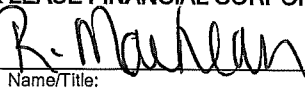
4. **Payment Amount.** The principal and interest amount of each Payment shall be Two (2) payments of \$3,223.31 commencing on November 1, 2020, followed by One (1) payment of \$31,394.31 on January 1, 2021, followed by Fifty-seven (57) payments of \$3,223.31 commencing on February 1, 2021, followed by One (1) payment of \$32,505.00 on November 1, 2025.

5. **Borrower Acknowledgements.** Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

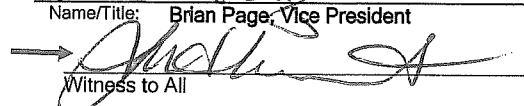
By:


Name/Title:

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By:


Name/Title: Brian Page, Vice President


Witness to All

Acceptance Date: September 8, 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Lease.



Equipment Note Number: 7018-304989

This **Equipment Security Note** ("Equipment Note"), dated as of **October 14, 2020** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **March 13, 2019** (the "**Master Agreement**") which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$212,366.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	New 2021 Tremcar TC406 Aluminum Tank Trailer S/N 2TSL5262MB000475	\$212,366.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$212,366.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-one (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **December 1, 2020** (the "**Initial Payment**") and continuing thereafter through and including **December 1, 2025** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninty-nine Hundredths (6.99%) percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) payments of \$3,218.40 commencing on December 1, 2020, followed by One (1) payment of \$31,390.03 on February 1, 2021, followed by Fifty-seven (57) payments of \$3,218.40 commencing on March 1, 2021, followed by One (1) payment of \$32,505.00 on December 1, 2025.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By: DocuSigned by:

Karen Minchuk

D54962A42B414AB
Name/Title:

By: DocuSigned by:

Brian Page

C9738D16A8CD496
Name/Title: Brian Page, Director

Acceptance Date: October 14, 2020

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Equipment Note Number: 7018-305475

This **Equipment Security Note** ("Equipment Note"), dated as of March 15, 2021 between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **Wednesday, March 13, 2019** (the "**Master Agreement**,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$195,020.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2021 Tremcar TC406 Aluminum Tank Lead Trailer S/N 1T9AA9H33MS588016	\$117,012.00
One (1)	2021 Tremcar TC406 Aluminum Tank Pup Trailer S/N 1T9AA9826MS588017	\$78,008.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$195,020.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **sixty-one (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **May 1, 2021** (the "**Initial Payment**") and continuing thereafter through and including **May 1, 2026** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **six and ninety-nine hundredths 6.99 % percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be

Two (2) payments of \$2,954.84 commencing May 1, 2021, followed by One (1) payment of \$28,821.78 commencing July 1, 2021, followed by Fifty Seven (57) payments of \$2,954.84 commencing August 1, 2021, followed by One (1) payment of \$29,850.00 commencing May 1, 2026.

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

DocuSigned by:
By: Karen Minchuk
Name: Karen Minchuk

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

DocuSigned by:
By: Brian Page
Name: Brian Page, Director

Acceptance Date: March 15, 2021

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Equipment Note Number: 7018-305583

This **Equipment Security Note** ("Equipment Note"), dated as of **April 12, 2021** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **March 13, 2019** (the "**Master Agreement**,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$334,708.17**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2021 Western Star 4700SB Truck S/N 5KKHAXDV8MPMU4740	\$153,036.80
One (1)	2021 Tremcar TC 406 20,000L Tank Trailer S/N 22468	\$181,671.37

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$334,708.17**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **sixty-one (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **June 1, 2021** (the "**Initial Payment**") and continuing thereafter through and including **June 1, 2026** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **six and ninety-eight thousand nine hundred ninety-nine hundred-thousandths 6.99 % percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) payments of \$5,075.01 commencing June 1, 2021, followed by One (1) payment of \$49,478.61 commencing August 1, 2021, followed by Fifty seven (57) payments of \$5,075.01 commencing September 1, 2021, followed by One (1) payment of \$51,230.84 commencing June 1, 2026.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- (a) reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- (b) represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- (c) authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- (d) agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

By:

DocuSigned by:
Karen Minchuk

Name: BP1R62A42B414AB...

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

By:

DocuSigned by:
Brian Page

Name: 68738D1688C01495
Brian Page, Director

Acceptance Date: April 12, 2021

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Equipment Note Number: 7018-305835

This **Equipment Security Note** ("Equipment Note"), dated as of **June 15, 2021** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **March 13, 2019** (the "**Master Agreement**") which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$343,009.80**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2022 Western Star 4700SB Truck S/N 5KKHAXDV7NPMW6004	\$159,847.80
One (1)	2021 Tremcar TC 406 20000L Tank S/N 222285	\$183,162.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$343,009.80**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-One (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **August 1, 2021** (the "**Initial Payment**") and continuing thereafter through and including **August 1, 2026** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-Nine hundredths 6.99 % percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) payments of \$5,197.01 commencing on August 1, 2021 followed by, One (1) payment of \$50,698.00 commencing on October 1, 2021, followed by Fifty-Seven (57) payments of \$5,197.01 commencing on September 1, 2021 followed by, One (1) payment of \$52,501.20 commencing August 1, 2026**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

DocuSigned by:

By: Karen Minchuk

Name Title: Karen Minchuk, Director

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

DocuSigned by:

By: Brian Page

Name Title: Brian Page, Director

Acceptance Date: June 15, 2021

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Equipment Note Number: 7018-306067

This **Equipment Security Note** ("Equipment Note"), dated as of **August 23, 2021** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen 7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **March 13, 2019** (the "**Master Agreement**") which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$200,900.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	New 2022 Tremcar Aluminum Tank Trailer S/N 1T9JAGX67NS588022	\$200,900.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$200,900.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-One (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **October 1, 2021** (the "**Initial Payment**") and continuing thereafter through and including **October 1, 2026** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Seven (7%) percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) equal consecutive monthly payments of \$3,037.76, commencing on October 1, 2021, followed by One (1) monthly payment of \$29,687.69, commencing on December 1, 2021, followed by Fifty-Seven (57) equal consecutive monthly payments of \$3,037.69, commencing on January 1, 2022., followed by One (1) monthly payment of \$30,750.00 commencing October 1, 2026.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

GEN 7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

DocuSigned by:
By: Karen Minchuk
D54962A42B414AB...
Name/Title:

DocuSigned by:
By: Brian Page
C0738D16A8CD496...
Name/Title: **Brian Page, Director**

Acceptance Date: August 23, 2021

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Equipment Note Number: 7018-306314

This **Equipment Security Note** ("Equipment Note"), dated as of **November 8, 2021** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,") is executed pursuant to Master Loan and Agreement Number **7018** dated **March 13, 2019** (the "**Master Agreement**," which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$200,900.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2022 Tremcar Aluminum Tank Trailer S/N 1T9JAGX69NS588023	\$200,900.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$200,900.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-One (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **December 15, 2021** (the "**Initial Payment**") and continuing thereafter through and including **December 15, 2026** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Seven (7%) percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be **Two (2) equal consecutive monthly payments of \$3,037.88 commencing on December 15, 2021, followed by One (1) monthly payment of \$29,687.69, commencing on February 15, 2022, followed by Fifty-Seven (57) equal consecutive monthly payments of \$3,037.88, commencing on March 15, 2022., followed by One (1) monthly payment of \$30,750.00 commencing December 15, 2026.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

GEN7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.

DocuSigned by:
By: Karen Minchuk
Name/Title: _____

DocuSigned by:
By: Brian Page
Name/Title: Brian Page, Director

Acceptance Date: November 8, 2021

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Equipment Note Number: 7018-306492

This **Equipment Security Note** ("Equipment Note"), dated as of **January 04, 2022** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **Gen7 Fuel Management Services Limited Partnership acting through its General Partner, 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **March 13, 2019** (the "**Master Agreement**,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$200,900.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2022 Tremcar Aluminum Tank Trailer S/N 1T9JAGX60NS588024	\$200,900.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$200,900.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-One (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **January 4, 2022** (the "**Initial Payment**") and continuing thereafter through and including **February 15, 2027** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Six and Ninety-Eight Hundredths 6.98 % percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be:

**TWO (2) equal consecutive monthly payments of \$3,047.14 commencing February 15, 2022, followed by,
ONE (1) monthly payment of \$29,687.69 commencing April 15, 2022, followed by,
FIFTY-SEVEN (57) equal consecutive monthly payments of \$3,047.14 commencing May 15, 2022, followed by,
ONE (1) monthly payment of \$30,249.34 commencing February 15, 2027.**

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

**GEN7 FUEL MANAGEMENT SERVICES LIMITED PARTNERSHIP
ACTING THROUGH ITS GENERAL PARTNER, 2496750 ONTARIO INC.**

DocuSigned by:
By: Karen Minchuk
Name/Title: _____

DocuSigned by:
By: Brian Page
Name/Title: **Brian Page, Director**

Acceptance Date: January 04, 2022

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.



Equipment Note Number: 7018-306779

This **Equipment Security Note** ("Equipment Note"), dated as of **March 29, 2022** between Essex Lease Financial Corporation, an Alberta corporation having an office at 10768 74th Street SE, Calgary, Alberta T2C 5N6 ("Lender") and **OTE LOGISTICS LP, acting through its General Partner 2496750 Ontario Inc.** ("Borrower,"), is executed pursuant to Master Loan and Agreement Number **7018** dated **March 29, 2022** (the "**Master Agreement**,"), which is incorporated into this Equipment Note by this reference. All capitalized terms used herein and not defined herein shall have the respective meanings assigned to such terms in the Master Agreement. If any provision of this Equipment Note conflicts with any provision of the Master Agreement, the provisions contained in this Equipment Note shall prevail. Borrower hereby authorizes Lender to insert the serial numbers and other identification data of the equipment, dates, and other omitted factual matters or descriptions in this Equipment Note.

The occurrence of a "**Default**," as defined in the Master Agreement, shall entitle Lender to accelerate the maturity of this Equipment Note and to declare the Prepayment Amount to be immediately due and payable, and to proceed at once to exercise each and every one of the remedies provided in the Master Agreement or otherwise available at law or in equity. All of Borrower's Obligations under this Equipment Note are absolute and unconditional and shall not be subject to any offset or deduction whatsoever. Borrower waives any right to assert, by way of counterclaim or affirmative defense in any action to enforce Borrower's Obligations hereunder, any claim whatsoever against Lender.

1. Description of Equipment; Location. The equipment subject to this Equipment Note, which has a cost to Lender in the aggregate of **\$200,900.00**, which may include taxes, shipping, installation and other related expenses, if any (collectively "**Lender's Cost**"), are as follows:

Quantity	Description and Serial Number	Lender's Cost
One (1)	2022 Tremcar Aluminum Tank Trailer S/N 1T9JAGX62NS588025	\$200,900.00

Location of Equipment. The Equipment will be located or (in the case of over-the-road vehicles) based at the following locations:

Location Address: 1110 Brant Hwy 54 Unit 3, Caledonia, ON N3W 2G9

Borrower has agreed and does hereby grant a security interest in and to the Equipment and the Collateral related thereto, whether now owned or hereafter acquired and wherever located, in order to secure the payment and performance of all Obligations owing to Lender, including but not limited to this Equipment Note, all as more particularly provided in the Master Agreement. Lender's agreement to provide the financing contemplated herein shall be subject to the satisfaction of all conditions established by Lender and Lender's prior receipt of all required documentation in form and substance satisfactory to Lender in its sole discretion.

2. Principal. For value received, Borrower promises to pay to the order of Lender, the principal amount of **\$200,900.00**, together with interest thereon as provided herein. This Equipment Note shall be payable by Borrower to Lender in **Sixty-One (61)** consecutive monthly installments of principal and interest (the "**Payments**") commencing on **May 15, 2022** (the "**Initial Payment**") and continuing thereafter through and including **May 15, 2027** (the "**Maturity Date**") (collectively, the "**Equipment Note Term**"). Each Payment shall be in the amount provided below, and due and payable on the same day of the month as the Initial Payment set forth above in each succeeding payment period (each, a "**Payment Date**") during Equipment Note Term. All interest hereunder shall be calculated on the basis of a year of 360 days comprised of 12 months of 30 days each. The final Payment due and payable on the Maturity Date shall in any event be equal to the entire outstanding and unpaid principal amount of this Equipment Note, together with all accrued and unpaid interest, charges and other amounts owing hereunder and under the Master Agreement.

3. Interest Rate. Interest shall accrue on the entire principal amount of this Equipment Note outstanding from time to time at a fixed rate of **Seven And Seventy-Five Hundredths (7.75%) percent per annum** or, if less, the highest rate of interest permitted by applicable law (the "**Interest Rate**"), from the date hereof until the principal amount of this Equipment Note is paid in full and shall be due and payable on each Payment Date.

4. Payment Amount. The principal and interest amount of each Payment shall be as follows:

Two (2) equal consecutive monthly payments of **\$3,118.03** commencing on **May 15, 2022**, followed by
One (1) monthly payment of **\$29,768.71** commencing on **July 15, 2022**, followed by
Fifty-Seven (57) equal consecutive monthly payments of **\$3,118.03** commencing on **August 15, 2022**, followed by
One (1) monthly payment of **\$30,750.00** commencing on **May 15, 2027**.

5. Borrower Acknowledgements. Upon delivery and acceptance of the equipment, Borrower shall execute this Equipment Note evidencing the amounts financed by Lender in respect of such equipment and the payments of principal and interest hereunder. By its execution and delivery of this Equipment Note, Borrower:

- reaffirms of all of Borrower's representations, warranties and covenants as set forth in the Master Agreement and represents and warrants that no Default under the Master Agreement exists as of the date hereof;
- represents, warrants and agrees that: (i) the Equipment has been delivered and is in an operating condition and performing the operation for which it is intended to the satisfaction of Borrower; (ii) each item of Equipment has been unconditionally accepted by Borrower for all purposes under the Master Agreement and this Equipment Note; and (iii) there has been no material adverse change in the operations, business, properties or condition, financial or otherwise, of Borrower or any Guarantor since the original signing of the Master Loan and Security Agreement;
- authorizes and directs Lender to advance the principal amount of this Equipment Note to reimburse Borrower or pay Vendors all or a portion of the purchase price of Equipment in accordance with vendors' invoices therefor, receipt and approval of which are hereby reaffirmed by Borrower; and,
- agrees that Borrower is absolutely and unconditionally obligated to pay Lender all Payments at the times and in the manner set forth herein.

ESSEX LEASE FINANCIAL CORPORATION

OTE LOGISTICS LP, ACTING THROUGH ITS GENERAL PARTNER 2496750 ONTARIO INC.

By:

DocuSigned by:

Karen Minchuk

Name/Title: 054902A42B414AB...

By:

DocuSigned by:

Brian Page

Name/Title: Brian Page, President

Acceptance Date: March 29, 2022

Where multiple counterpart originals of this Equipment Note have been executed by Borrower and Lender, only the counterpart marked "Lender's Copy" shall be deemed chattel paper evidencing the Loan of Equipment subject to this Equipment Note, and a security interest in such chattel paper and Loan may be perfected through the transfer and possession of the "Lender's Copy" of such Equipment Note only, without the need to transfer possession of the Master Agreement, any Related Agreement or any other document executed and delivered in connection with this Equipment Note.

Volvo Financial Services
Promissory Note (Secured) – Exhibit A

Customer No:	7754388
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Schedule No:	002
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Section "A"

Description of Units

[illegible]

*Ensure accuracy of the last 4 numeric characters of serial number for construction equipment.

Description of Other Personal Property

INSURANCE: Borrower shall maintain Combined Single Limits Insurance	
Public Liability Insurance per Unit on this Schedule:	\$2,000,000
Maximum Deductible per Occurrence:	\$10,000

Section "B"

Terms and Conditions of Advance

Principal Amount:	CDN \$ 170,442.12
Interest Rate:	5.75 %
Term:	48 months
Payment Amount:	See Attached Payment Addendum
Date:	04/24/2020

Promise to Pay and Interest: For value received, **GEN7 FUEL MANAGEMENT SERVICES LP**, a(n) **ONTARIO** Corporation, ("**Borrower**"), promises to pay to **Volvo Financial Services** (a division of VFS Canada Inc.) or order ("**Lender**"), at 238 Wellington Street E. Suite 300, Aurora, Ontario L4G 1J5, or at such other place as Lender designates in writing, in lawful money, the principal sum of (**CDN\$170,442.12**), with interest on the outstanding unpaid principal balance at the rate of (**5.75 %**) per annum (the "**Interest Rate**").

Principal and interest shall be paid in (48) consecutive monthly payments, as per attached Payment Addendum, commencing on **May 24, 2020** and continuing thereafter on the **24th** day of each month thereafter; *provided, however,* that, unless due earlier, all accrued and unpaid interest and the unpaid principal balance shall be due and paid in full on **April 24, 2024** (the "**Maturity Date**").

On the Maturity Date, Borrower shall pay to Lender the unpaid principal, all accrued and unpaid interest, and all other amounts payable by Borrower to Lender under the Loan Documents (collectively the "**Obligations**") under the Loan Documents. The term "**Loan Documents**" shall mean this Note; the Master Loan and Security Agreement, dated as of **09/30/2019** between Borrower and Lender; all other Notes made by Borrower to Lender; any guaranty(ies) of any payment or performance of the Obligations; and all other agreements or documents evidencing, guaranteeing, securing, or otherwise relating to this Note, as any or all of such documents may be executed or amended from time to time.

Principal shall bear interest at the Interest Rate from the date of disbursement until the applicable due date, whether due by acceleration or otherwise. Any payment due on a date when banking institutions are not open the public under the laws of the province set forth in Borrower's address for notices shall be due on the next succeeding date on which such institutions are open. All Obligations not paid when due shall bear interest from the due date or the judgment date, as applicable until paid at a rate (the "Default Rate") which is the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law.

All interest due under the Loan Documents shall be computed on the basis of a 365-day year and accrue on a daily basis for the actual number of days elapsed. Borrower agrees to pay an effective rate of interest that is the sum of (i) the Interest Rate (ii) and the additional rate of interest resulting from any other charges or fees paid or to be paid in connection with the Loan Documents that are determined to be interest or in the nature of interest.

Security for Note. The payment of this Note and all other sums due to Lender are secured by the Loan Documents and the security interest in the Collateral granted to Lender under the Loan Documents. The Advance made pursuant to this Note is to be used by Borrower to acquire the Units as more particularly described in Section "A" above and other Collateral.

Receipt and Application of Payments. Payments shall not be deemed received by Lender until liquid and immediate funds are actually received by Lender. At the option of Lender, payments shall be applied to principal, interest, and other Obligations in such order as Lender shall determine.

Prepayment. Borrower may prepay the outstanding principal balance of this Note, in whole or in part, at any time prior to the Maturity Date, provided that as express conditions precedent to Lender's acceptance of any prepayment, Borrower must: (i) give Lender at least thirty (30) days prior written notice of its intent to make such prepayment; and (ii) pay, in all cases (whether prepayment is voluntary or involuntary as a result of the acceleration of the Maturity Date), not as a penalty, but as reimbursement for the loss of the bargain, a prepayment premium of 5% of the amount of principal being prepaid plus an administration fee; and (iii) and pay all accrued and unpaid interest on the unpaid principal balance being prepaid. At the option of Lender, any prepayment of principal shall be applied to payments coming due under this Note in the inverse order of their due dates.

Other Charges. If any payment Borrower makes is returned or dishonoured, Borrower will also pay Lender an administration fee.

No Counterclaims, Deductions, or Offsets. All payments and obligations of Borrower under the Loan Documents will be made and performed without counterclaim, deduction, defense, deferment, set-off, or reduction.

Events of Default: Each of the following shall be an event of default under this Note (an "Event of Default"):

1. Failure by any Loan Party to pay when due (i) any amount due by such Loan Party under any of the Loan Documents, or (ii) any other amount due by a Loan Party to Lender under any other agreement or contract or indebtedness of any kind. "Loan Party" means Borrower and any other person that from time to time is obligated to Lender under any of the Loan Documents; executes any guaranty of all or any portion of Borrower's obligations under the Loan Documents; or grants any property, interests in property, or rights to property to secure any or all of the Obligations; and

2. The occurrence of any condition or event that is a default or is designated as a default or event of default or an "Event of Default" under any other Loan Document or in any other agreement, contract, or indebtedness of any Loan Party to Lender.

Rights and Remedies of Lender. Upon the occurrence of an Event of Default, Lender may, at its option, and without demand or notice: (i) declare the Obligations to be immediately due and payable, whereupon all of the Obligations in the Loan Documents shall be immediately due and payable and (ii) exercise any or all other rights and remedies concurrently or consecutively in such order as Lender elects. Such rights and remedies shall be cumulative and non-exclusive. Delay, discontinuance, or failure to exercise any remedy shall not be a waiver of such remedy or of any other right or remedy of Lender, or of the time is of essence provision in this Note. Exercise of any right or remedy of Lender shall not cure or waive any Event of Default or invalidate any act of Lender taken in response to such Event of Default.

Binding Effect. This Note shall be binding upon Borrower and its permitted successors and assigns and inure to the benefit of Lender and its successors and assigns. Lender may from time to time assign or transfer its rights and/or delegate its obligations under the Loan Documents in whole or in part and without notice to or the consent of any Loan Party. In addition and as permitted under applicable law, NO LOAN PARTY SHALL ASSERT AGAINST ANY ASSIGNEE OR TRANSFEREE OF LENDER ANY CLAIMS OR DEFENSES SUCH LOAN PARTY MAY HAVE AGAINST LENDER. Borrower shall not assign, transfer, pledge, sublease, encumber, or otherwise dispose of this Note without Lender's prior written consent.

Integration, Entire Agreement, Change, Discharge, Termination, Waiver, Approval, Consent. The Loan Documents constitute the entire agreement and understanding of Lender and Borrower and supersede all prior representations, warranties, agreements, understandings, and negotiations. No provision of any Loan Document can be amended, waived, discharged, or terminated except in writing executed by both the Lender and the Borrower. Acceptance of late payments shall not waive the time is of the essence provision in this Note, the right of Lender to require that subsequent payments be made when due, or the right of Lender to declare an Event of Default if subsequent payments are not made when due. Any approval, consent, or statement that a matter is acceptable to lender under the Loan Documents must be in writing executed by Lender and shall be construed to apply only to the party and facts specifically set forth in writing.

Costs, Expenses, and Fees. Borrower agrees to pay on demand all reasonable external and internal costs, expenses, and fees (including reasonable legal fees and expenses) of Lender in enforcing the Loan Documents and the rights and remedies of Lender under the Loan Documents and applicable law, regardless of whether any legal action or proceeding is instigated. Such costs, expenses, and fees shall constitute an "Obligation" under the Loan Documents.

Severability. If any provision of any of the Loan Documents is unenforceable, such provision shall be modified to the minimum extent possible to make such provision enforceable and the enforceability of the other provisions of the Loan Documents shall not be affected.

Choice of Law. The Loan Documents shall be governed by and construed in accordance with the laws of the province of Ontario.

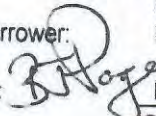
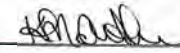
Notices and Demands. All demands or notices under this Note shall be in writing (including without limitation, electronic mail, telecopy or facsimile - receipt confirmed (except in the case of email) and mailed, telecopied, emailed or delivered to the address previously specified in writing by the party to whom such notice is being given. Any demand or notice mailed shall be mailed first-class mail, post-prepaid, return-receipt requested. Demands or notices shall be effective upon the earlier of (i) actual receipt by the addressee or (ii) the date shown on the return receipt, fax confirmation, or delivery receipt or (iii) in the case of email, one business day after being sent.

Rescission or Return of Payments. If at any time or from time to time, whether before or after payment and performance of the Obligations in full, all or any part of any amount received by the Lender as payment of an Obligation, must or is claimed to be subject to avoidance, rescission, or return to Borrower or any other party for any reason whatsoever, such Obligation and any liens, security interests, and other encumbrances that secured such Obligations at the time such avoidance, rescission, or returned payment was received by Lender shall be deemed to have continued in existence or shall be reinstated, as the case may be, all as though such payment had not been received.

Waivers Borrower waives, to the fullest extent permitted under applicable law, the right to assert any statutes of limitations as a defense to any of its Obligations. Borrower (i) waives, to the fullest extent permitted by law, presentment, notice of dishonor, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents) and (ii) agrees that Lender may enforce this Note and any other Loan Documents against Borrower without first having sought enforcement against any other Loan Party or any collateral securing the Obligations.

Time is of the Essence Time is of the essence in respect of this Note.

This Promissory Note is executed as of the date first written above.

Borrower:	GEN7 FUEL MANAGEMENT SERVICES LP, a Partnership	Co-Borrower:	
By:	 Its general Partner 2496750 Ontario Inc	By:	
Print Name:	Brian J Page	Print Name:	
Title:	Vice President	Title:	
Address for Notices:	1110 Hwy 54, Unit 3, Caledonia, ON N3W2G9		
Accepted by Lender:	Volvo Financial Services (a division of VFS Canada Inc.)		
By:			
Title:	Karen McArthur / Doc and Funding Specialist		

Loan Amortization

date	funding	payment	interest	rate	principal	balance
Apr-24-20	186,942.12					186,942.12
Apr-24-20		16,500.00	0.00	0.0000	16,500.00	170,442.12
May-24-20		3,490.23	816.70	5.7500	2,673.53	167,768.59
Jun-24-20		3,490.23	803.89	5.7500	2,686.34	165,082.25
Jul-24-20		3,490.23	791.02	5.7500	2,699.21	162,383.04
Aug-24-20		3,490.23	778.09	5.7500	2,712.14	159,670.90
Aug-24-20		21,506.62	0.00	5.7500	21,506.62	138,164.28
Sep-24-20		3,490.23	662.04	5.7500	2,828.19	135,336.09
Oct-24-20		3,490.23	648.49	5.7500	2,841.74	132,494.35
Nov-24-20		3,490.23	634.87	5.7500	2,855.36	129,638.99
Dec-24-20		3,490.23	621.19	5.7500	2,869.04	126,769.95
Jan-24-21		3,490.23	607.44	5.7500	2,882.79	123,887.16
Feb-24-21		3,490.23	593.63	5.7500	2,896.60	120,990.56
Mar-24-21		3,490.23	579.75	5.7500	2,910.48	118,080.07
Apr-24-21		3,490.23	565.80	5.7500	2,924.43	115,155.65
May-24-21		3,490.23	551.79	5.7500	2,938.44	112,217.21
Jun-24-21		3,490.23	537.71	5.7500	2,952.52	109,264.68
Jul-24-21		3,490.23	523.56	5.7500	2,966.67	106,298.02
Aug-24-21		3,490.23	509.34	5.7500	2,980.88	103,317.13
Sep-24-21		3,490.23	495.06	5.7500	2,995.17	100,321.97
Oct-24-21		3,490.23	480.71	5.7500	3,009.52	97,312.45
Nov-24-21		3,490.23	466.29	5.7500	3,023.94	94,288.51
Dec-24-21		3,490.23	451.80	5.7500	3,038.43	91,250.08
Jan-24-22		3,490.23	437.24	5.7500	3,052.99	88,197.09
Feb-24-22		3,490.23	422.61	5.7500	3,067.62	85,129.47
Mar-24-22		3,490.23	407.91	5.7500	3,082.32	82,047.16
Apr-24-22		3,490.23	393.14	5.7500	3,097.09	78,950.07
May-24-22		3,490.23	378.30	5.7500	3,111.93	75,838.14
Jun-24-22		3,490.23	363.39	5.7500	3,126.84	72,711.31
Jul-24-22		3,490.23	348.41	5.7500	3,141.82	69,569.49
Aug-24-22		3,490.23	333.35	5.7500	3,156.87	66,412.61
Sep-24-22		3,490.23	318.23	5.7500	3,172.00	63,240.61
Oct-24-22		3,490.23	303.03	5.7500	3,187.20	60,053.41
Nov-24-22		3,490.23	287.76	5.7500	3,202.47	56,850.94
Dec-24-22		3,490.23	272.41	5.7500	3,217.82	53,633.12
Jan-24-23		3,490.23	256.99	5.7500	3,233.24	50,399.88
Feb-24-23		3,490.23	241.50	5.7500	3,248.73	47,151.15
Mar-24-23		3,490.23	225.93	5.7500	3,264.30	43,886.86
Apr-24-23		3,490.23	210.29	5.7500	3,279.94	40,606.92
May-24-23		3,490.23	194.57	5.7500	3,295.65	37,311.27
Jun-24-23		3,490.23	178.78	5.7500	3,311.45	33,999.82
Jul-24-23		3,490.23	162.92	5.7500	3,327.31	30,672.51
Aug-24-23		3,490.23	146.97	5.7500	3,343.26	27,329.25
Sep-24-23		3,490.23	130.95	5.7500	3,359.28	23,969.98
Oct-24-23		3,490.23	114.86	5.7500	3,375.37	20,594.61
Nov-24-23		3,490.23	98.68	5.7500	3,391.55	17,203.06
Dec-24-23		3,490.23	82.43	5.7500	3,407.80	13,795.26
Jan-24-24		3,490.23	66.10	5.7500	3,424.13	10,371.14
Feb-24-24		3,490.23	49.70	5.7500	3,440.53	6,930.60
Mar-24-24		3,490.23	33.21	5.7500	3,457.02	3,473.58
Apr-24-24		3,490.23	16.64	5.7500	3,473.58	0.00
	186,942.12	205,537.58	18,595.46		186,942.11	

Volvo Financial Services Payment Addendum

Borrower agrees that the Total Obligation shall be paid in accordance with the following:

<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>
04/24/2020	16,500.00	34.	01/24/2023	3,490.23	67.		
05/24/2020	3,490.23	35.	02/24/2023	3,490.23	68.		
06/24/2020	3,490.23	36.	03/24/2023	3,490.23	69.		
07/24/2020	3,490.23	37.	04/24/2023	3,490.23	70.		
08/24/2020	24,996.85	38.	05/24/2023	3,490.23	71.		
09/24/2020	3,490.23	39.	06/24/2023	3,490.23	72.		
10/24/2020	3,490.23	40.	07/24/2023	3,490.23	73.		
11/24/2020	3,490.23	41.	08/24/2023	3,490.23	74.		
12/24/2020	3,490.23	42.	09/24/2023	3,490.23	75.		
01/24/2021	3,490.23	43.	10/24/2023	3,490.23	76.		
02/24/2021	3,490.23	44.	11/24/2023	3,490.23	77.		
03/24/2021	3,490.23	45.	12/24/2023	3,490.23	78.		
04/24/2021	3,490.23	46.	01/24/2024	3,490.23	79.		
05/24/2021	3,490.23	47.	02/24/2024	3,490.23	80.		
06/24/2021	3,490.23	48.	03/24/2024	3,490.23	81.		
07/24/2021	3,490.23	49.	04/24/2024	3,490.23	82.		
08/24/2021	3,490.23	50.			83.		
09/24/2021	3,490.23	51.			84.		
10/24/2021	3,490.23	52.			85.		
11/24/2021	3,490.23	53.			86.		
12/24/2021	3,490.23	54.			87.		
01/24/2022	3,490.23	55.			88.		
02/24/2022	3,490.23	56.			89.		
03/24/2022	3,490.23	57.			90.		
04/24/2022	3,490.23	58.			91.		
05/24/2022	3,490.23	59.			92.		
06/24/2022	3,490.23	60.			93.		
07/24/2022	3,490.23	61.			94.		
08/24/2022	3,490.23	62.			95.		
09/24/2022	3,490.23	63.			96.		
10/24/2022	3,490.23	64.			97.		
11/24/2022	3,490.23	65.					
12/24/2022	3,490.23	66.					

Borrower's Initials



**Volvo Financial Services
Promissory Note (Secured) – Exhibit A**

Schedule No:	003
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Section "A"

Description of Units

[illegible]

*Ensure accuracy of the last 4 numeric characters of serial number for construction equipment.

Description of Other Personal Property

INSURANCE: Borrower shall maintain Combined Single Limits Insurance	
Public Liability Insurance per Unit on this Schedule:	\$2,000,000
Maximum Deductible per Occurrence:	\$10,000

Section "B"

Terms and Conditions of Advance

Principal Amount:	CDN \$ 170,442.12
Interest Rate:	5.90 %
Term:	48 months
Payment Amount:	See Attached Payment Addendum
Date:	06/15/2020

Promise to Pay and Interest. For value received, **GEN7 FUEL MANAGEMENT SERVICES LP**, a(n) **ONTARIO** Corporation, ("**Borrower**"), promises to pay to **Volvo Financial Services** (a division of VFS Canada Inc.) or order ("**Lender**"), at 238 Wellington Street E. Suite 300, Aurora, Ontario L4G 1J5, or at such other place as Lender designates in writing, in lawful money, the principal sum of **(CDN\$170,442.12)**, with interest on the outstanding unpaid principal balance at the rate of **(5.90 %)** per annum (the "**Interest Rate**").

Principal and interest shall be paid in **(48)** consecutive monthly payments, as per attached Payment Addendum, commencing on **July 15, 2020** and continuing thereafter on the **15th** day of each month thereafter; *provided, however*, that, unless due earlier, all accrued and unpaid interest and the unpaid principal balance shall be due and paid in full on **June 15, 2024** (the "**Maturity Date**").

On the Maturity Date, Borrower shall pay to Lender the unpaid principal, all accrued and unpaid interest, and all other amounts payable by Borrower to Lender under the Loan Documents (collectively the "**Obligations**") under the Loan Documents. The term "**Loan Documents**" shall mean this Note; the Master Loan and Security Agreement, dated as of 09/30/2019 between Borrower and Lender; all other Notes made by Borrower to Lender; any guaranty(ies) of any payment or performance of the Obligations; and all other agreements or documents evidencing, guaranteeing, securing, or otherwise relating to this Note, as any or all of such documents may be executed or amended from time to time.



Principal shall bear interest at the Interest Rate from the date of disbursement until the applicable due date, whether due by acceleration or otherwise. Any payment due on a date when banking institutions are not open the public under the laws of the province set forth in Borrower's address for notices shall be due on the next succeeding date on which such institutions are open. All Obligations not paid when due shall bear interest from the due date or the judgment date, as applicable until paid at a rate (the "Default Rate") which is the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law.

All interest due under the Loan Documents shall be computed on the basis of a 365-day year and accrue on a daily basis for the actual number of days elapsed. Borrower agrees to pay an effective rate of interest that is the sum of (i) the Interest Rate (ii) and the additional rate of interest resulting from any other charges or fees paid or to be paid in connection with the Loan Documents that are determined to be interest or in the nature of interest.

Security for Note. The payment of this Note and all other sums due to Lender are secured by the Loan Documents and the security interest in the Collateral granted to Lender under the Loan Documents. The Advance made pursuant to this Note is to be used by Borrower to acquire the Units as more particularly described in Section "A" above and other Collateral.

Receipt and Application of Payments. Payments shall not be deemed received by Lender until liquid and immediate funds are actually received by Lender. At the option of Lender, payments shall be applied to principal, interest, and other Obligations in such order as Lender shall determine.

Prepayment. Borrower may prepay the outstanding principal balance of this Note, in whole or in part, at any time prior to the Maturity Date, provided that as express conditions precedent to Lender's acceptance of any prepayment, Borrower must: (i) give Lender at least thirty (30) days prior written notice of its intent to make such prepayment; and (ii) pay, in all cases (whether prepayment is voluntary or involuntary as a result of the acceleration of the Maturity Date), not as a penalty, but as reimbursement for the loss of the bargain, a prepayment premium of 5% of the amount of principal being prepaid plus an administration fee; and (iii) and pay all accrued and unpaid interest on the unpaid principal balance being prepaid. At the option of Lender, any prepayment of principal shall be applied to payments coming due under this Note in the inverse order of their due dates.

Other Charges. If any payment Borrower makes is returned or dishonoured, Borrower will also pay Lender an administration fee.

No Counterclaims, Deductions, or Offsets. All payments and obligations of Borrower under the Loan Documents will be made and performed without counterclaim, deduction, defense, deferment, set-off, or reduction.

Events of Default: Each of the following shall be an event of default under this Note (an "Event of Default"):

1. Failure by any Loan Party to pay when due (i) any amount due by such Loan Party under any of the Loan Documents, or (ii) any other amount due by a Loan Party to Lender under any other agreement or contract or indebtedness of any kind. "Loan Party" means Borrower and any other person that from time to time is obligated to Lender under any of the Loan Documents; executes any guaranty of all or any portion of Borrower's obligations under the Loan Documents; or grants any property, interests in property, or rights to property to secure any or all of the Obligations; and

2. The occurrence of any condition or event that is a default or is designated as a default or event of default or an "Event of Default" under any other Loan Document or in any other agreement, contract, or indebtedness of any Loan Party to Lender.

Rights and Remedies of Lender. Upon the occurrence of an Event of Default, Lender may, at its option, and without demand or notice: (i) declare the Obligations to be immediately due and payable, whereupon all of the Obligations in the Loan Documents shall be immediately due and payable and (ii) exercise any or all other rights and remedies concurrently or consecutively in such order as Lender elects. Such rights and remedies shall be cumulative and non-exclusive. Delay, discontinuance, or failure to exercise any remedy shall not be a waiver of such remedy or of any other right or remedy of Lender, or of the time is of essence provision in this Note. Exercise of any right or remedy of Lender shall not cure or waive any Event of Default or invalidate any act of Lender taken in response to such Event of Default.

Binding Effect. This Note shall be binding upon Borrower and its permitted successors and assigns and inure to the benefit of Lender and its successors and assigns. Lender may from time to time assign or transfer its rights and/or delegate its obligations under the Loan Documents in whole or in part and without notice to or the consent of any Loan Party. In addition and as permitted under applicable law, NO LOAN PARTY SHALL ASSERT AGAINST ANY ASSIGNEE OR TRANSFEREE OF LENDER ANY CLAIMS OR DEFENSES SUCH LOAN PARTY MAY HAVE AGAINST LENDER. Borrower shall not assign, transfer, pledge, sublease, encumber, or otherwise dispose of this Note without Lender's prior written consent.

Integration, Entire Agreement, Change, Discharge, Termination, Waiver, Approval, Consent. The Loan Documents constitute the entire agreement and understanding of Lender and Borrower and supersede all prior representations, warranties, agreements, understandings, and negotiations. No provision of any Loan Document can be amended, waived, discharged, or terminated except in writing executed by both the Lender and the Borrower. Acceptance of late payments shall not waive the time is of the essence provision in this Note, the right of Lender to require that subsequent payments be made when due, or the right of Lender to declare an Event of Default if subsequent payments are not made when due. Any approval, consent, or statement that a matter is acceptable to lender under the Loan Documents must be in writing executed by Lender and shall be construed to apply only to the party and facts specifically set forth in writing.



Costs, Expenses, and Fees. Borrower agrees to pay on demand all reasonable external and internal costs, expenses, and fees (including reasonable legal fees and expenses) of Lender in enforcing the Loan Documents and the rights and remedies of Lender under the Loan Documents and applicable law, regardless of whether any legal action or proceeding is instigated. Such costs, expenses, and fees shall constitute an "Obligation" under the Loan Documents.

Severability. If any provision of any of the Loan Documents is unenforceable, such provision shall be modified to the minimum extent possible to make such provision enforceable and the enforceability of the other provisions of the Loan Documents shall not be affected.

Choice of Law. The Loan Documents shall be governed by and construed in accordance with the laws of the province of Ontario.

Notices and Demands. All demands or notices under this Note shall be in writing (including without limitation, electronic mail, telecopy or facsimile - receipt confirmed (except in the case of email) and mailed, telecopied, emailed or delivered to the address previously specified in writing by the party to whom such notice is being given. Any demand or notice mailed shall be mailed first-class mail, post-prepaid, return-receipt requested. Demands or notices shall be effective upon the earlier of (i) actual receipt by the addressee or (ii) the date shown on the return receipt, fax confirmation, or delivery receipt or (iii) in the case of email, one business day after being sent.

Rescission or Return of Payments. If at any time or from time to time, whether before or after payment and performance of the Obligations in full, all or any part of any amount received by the Lender as payment of an Obligation, must or is claimed to be subject to avoidance, rescission, or return to Borrower or any other party for any reason whatsoever, such Obligation and any liens, security interests, and other encumbrances that secured such Obligations at the time such avoidance, rescission, or returned payment was received by Lender shall be deemed to have continued in existence or shall be reinstated, as the case may be, all as though such payment had not been received.

Waivers Borrower waives, to the fullest extent permitted under applicable law, the right to assert any statutes of limitations as a defense to any of its Obligations. Borrower (i) waives, to the fullest extent permitted by law, presentment, notice of dishonor, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents) and (ii) agrees that Lender may enforce this Note and any other Loan Documents against Borrower without first having sought enforcement against any other Loan Party or any collateral securing the Obligations.

Time is of the Essence Time is of the essence in respect of this Note.

This Promissory Note is executed as of the date first written above.

Borrower: **GEN7 FUEL MANAGEMENT SERVICES LP, a Partnership** Co-Borrower:

By: **Its general Partner 2496750 Ontario Inc**

By:

Print Name:

Print Name:

Title:

Title:

Address for Notices: **1110 Hwy 54, Unit 3, Caledonia, ON N3W2G9**

Accepted by Lender: **Volvo Financial Services (a division of VFS Canada Inc.)**

By:

Title:

Karen McArthur / Doc and Funding Specialist

Volvo Financial Services Payment Addendum

Borrower agrees that the Total Obligation shall be paid in accordance with the following:

<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>
06/15/2020	16,500.00	34.	03/15/2023	3,500.72	67.		
07/15/2020	3,500.72	35.	04/15/2023	3,500.72	68.		
08/15/2020	3,500.72	36.	05/15/2023	3,500.72	69.		
09/15/2020	3,500.72	37.	06/15/2023	3,500.72	70.		
10/15/2020	25,007.34	38.	07/15/2023	3,500.72	71.		
11/15/2020	3,500.72	39.	08/15/2023	3,500.72	72.		
12/15/2020	3,500.72	40.	09/15/2023	3,500.72	73.		
01/15/2021	3,500.72	41.	10/15/2023	3,500.72	74.		
02/15/2021	3,500.72	42.	11/15/2023	3,500.72	75.		
03/15/2021	3,500.72	43.	12/15/2023	3,500.72	76.		
04/15/2021	3,500.72	44.	01/15/2024	3,500.72	77.		
05/15/2021	3,500.72	45.	02/15/2024	3,500.72	78.		
06/15/2021	3,500.72	46.	03/15/2024	3,500.72	79.		
07/15/2021	3,500.72	47.	04/15/2024	3,500.72	80.		
08/15/2021	3,500.72	48.	05/15/2024	3,500.72	81.		
09/15/2021	3,500.72	49.	06/15/2024	3,500.72	82.		
10/15/2021	3,500.72	50.			83.		
11/15/2021	3,500.72	51.			84.		
12/15/2021	3,500.72	52.			85.		
01/15/2022	3,500.72	53.			86.		
02/15/2022	3,500.72	54.			87.		
03/15/2022	3,500.72	55.			88.		
04/15/2022	3,500.72	56.			89.		
05/15/2022	3,500.72	57.			90.		
06/15/2022	3,500.72	58.			91.		
07/15/2022	3,500.72	59.			92.		
08/15/2022	3,500.72	60.			93.		
09/15/2022	3,500.72	61.			94.		
10/15/2022	3,500.72	62.			95.		
11/15/2022	3,500.72	63.			96.		
12/15/2022	3,500.72	64.			97.		
01/15/2023	3,500.72	65.					
02/15/2023	3,500.72	66.					

Borrower's Initials



Volvo Financial Services
Promissory Note (Secured) – Exhibit A

Schedule No:	005
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Section "A"

Description of Units

[illegible]

*Ensure accuracy of the last 4 numeric characters of serial number for construction equipment.

Description of Other Personal Property

INSURANCE: Borrower shall maintain Combined Single Limits Insurance	
Public Liability Insurance per Unit on this Schedule:	\$2,000,000
Maximum Deductible per Occurrence:	\$10,000

Section "B"

Terms and Conditions of Advance

Principal Amount:	CDN \$ 170,655.62
Interest Rate:	5.90 %
Term:	48 months
Payment Amount:	See Attached Payment Addendum
Date:	11/18/2020

Promise to Pay and Interest. For value received, **GEN7 FUEL MANAGEMENT SERVICES LP**, a(n) **ONTARIO** Corporation, ("**Borrower**"), promises to pay to **Volvo Financial Services** (a division of VFS Canada Inc.) or order ("**Lender**"), at 238 Wellington Street E. Suite 300, Aurora, Ontario L4G 1J5, or at such other place as Lender designates in writing, in lawful money, the principal sum of (**CDN\$170,655.62**), with interest on the outstanding unpaid principal balance at the rate of (**5.90 %**) per annum (the "**Interest Rate**").

Principal and interest shall be paid in **(48)** consecutive monthly payments, as per attached Payment Addendum, commencing on **December 18, 2020** and continuing thereafter on the **18th** day of each month thereafter, *provided, however*, that, unless due earlier, all accrued and unpaid interest and the unpaid principal balance shall be due and paid in full on **November 18, 2024** (the "**Maturity Date**").

On the Maturity Date, Borrower shall pay to Lender the unpaid principal, all accrued and unpaid interest, and all other amounts payable by Borrower to Lender under the Loan Documents (collectively the "**Obligations**") under the Loan Documents. The term "**Loan Documents**" shall mean this Note, the Master Loan and Security Agreement, dated as of 09/30/2019 between Borrower and Lender; all other Notes made by Borrower to Lender; any guaranty(ies) of any payment or performance of the Obligations; and all other agreements or documents evidencing, guaranteeing, securing, or otherwise relating to this Note, as any or all of such documents may be executed or amended from time to time.

Principal shall bear interest at the Interest Rate from the date of disbursement until the applicable due date, whether due by acceleration or otherwise. Any payment due on a date when banking institutions are not open the public under the laws of the province set forth in Borrower's address for notices shall be due on the next succeeding date on which such institutions are open. All Obligations not paid when due shall bear interest from the due date or the judgment date, as applicable until paid at a rate (the "Default Rate") which is the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law.

All interest due under the Loan Documents shall be computed on the basis of a 365-day year and accrue on a daily basis for the actual number of days elapsed. Borrower agrees to pay an effective rate of interest that is the sum of (i) the Interest Rate (ii) and the additional rate of interest resulting from any other charges or fees paid or to be paid in connection with the Loan Documents that are determined to be interest or in the nature of interest.

Security for Note. The payment of this Note and all other sums due to Lender are secured by the Loan Documents and the security interest in the Collateral granted to Lender under the Loan Documents. The Advance made pursuant to this Note is to be used by Borrower to acquire the Units as more particularly described in Section "A" above and other Collateral.

Receipt and Application of Payments. Payments shall not be deemed received by Lender until liquid and immediate funds are actually received by Lender. At the option of Lender, payments shall be applied to principal, interest, and other Obligations in such order as Lender shall determine.

Prepayment. Borrower may prepay the outstanding principal balance of this Note, in whole or in part, at any time prior to the Maturity Date, provided that as express conditions precedent to Lender's acceptance of any prepayment, Borrower must: (i) give Lender at least thirty (30) days prior written notice of its intent to make such prepayment; and (ii) pay, in all cases (whether prepayment is voluntary or involuntary as a result of the acceleration of the Maturity Date), not as a penalty, but as reimbursement for the loss of the bargain, a prepayment premium of 5% of the amount of principal being prepaid plus an administration fee; and (iii) and pay all accrued and unpaid interest on the unpaid principal balance being prepaid. At the option of Lender, any prepayment of principal shall be applied to payments coming due under this Note in the inverse order of their due dates.

Other Charges. If any payment Borrower makes is returned or dishonoured, Borrower will also pay Lender an administration fee.

No Counterclaims, Deductions, or Offsets. All payments and obligations of Borrower under the Loan Documents will be made and performed without counterclaim, deduction, defense, deferment, set-off, or reduction.

Events of Default: Each of the following shall be an event of default under this Note (an "Event of Default"):

1. Failure by any Loan Party to pay when due (i) any amount due by such Loan Party under any of the Loan Documents, or (ii) any other amount due by a Loan Party to Lender under any other agreement or contract or indebtedness of any kind. "Loan Party" means Borrower and any other person that from time to time is obligated to Lender under any of the Loan Documents; executes any guaranty of all or any portion of Borrower's obligations under the Loan Documents; or grants any property, interests in property, or rights to property to secure any or all of the Obligations; and

2. The occurrence of any condition or event that is a default or is designated as a default or event of default or an "Event of Default" under any other Loan Document or in any other agreement, contract, or indebtedness of any Loan Party to Lender.

Rights and Remedies of Lender. Upon the occurrence of an Event of Default, Lender may, at its option, and without demand or notice: (i) declare the Obligations to be immediately due and payable, whereupon all of the Obligations in the Loan Documents shall be immediately due and payable and (ii) exercise any or all other rights and remedies concurrently or consecutively in such order as Lender elects. Such rights and remedies shall be cumulative and non-exclusive. Delay, discontinuance, or failure to exercise any remedy shall not be a waiver of such remedy or of any other right or remedy of Lender, or of the time is of essence provision in this Note. Exercise of any right or remedy of Lender shall not cure or waive any Event of Default or invalidate any act of Lender taken in response to such Event of Default.

Binding Effect. This Note shall be binding upon Borrower and its permitted successors and assigns and inure to the benefit of Lender and its successors and assigns. Lender may from time to time assign or transfer its rights and/or delegate its obligations under the Loan Documents in whole or in part and without notice to or the consent of any Loan Party. In addition and as permitted under applicable law, NO LOAN PARTY SHALL ASSERT AGAINST ANY ASSIGNEE OR TRANSFEREE OF LENDER ANY CLAIMS OR DEFENSES SUCH LOAN PARTY MAY HAVE AGAINST LENDER. Borrower shall not assign, transfer, pledge, sublease, encumber, or otherwise dispose of this Note without Lender's prior written consent.

Integration, Entire Agreement, Change, Discharge, Termination, Waiver, Approval, Consent. The Loan Documents constitute the entire agreement and understanding of Lender and Borrower and supersede all prior representations, warranties, agreements, understandings, and negotiations. No provision of any Loan Document can be amended, waived, discharged, or terminated except in writing executed by both the Lender and the Borrower. Acceptance of late payments shall not waive the time is of the essence provision in this Note, the right of Lender to require that subsequent payments be made when due, or the right of Lender to declare an Event of Default if subsequent payments are not made when due. Any approval, consent, or statement that a matter is acceptable to lender under the Loan Documents must be in writing executed by Lender and shall be construed to apply only to the party and facts specifically set forth in writing.

Costs, Expenses, and Fees. Borrower agrees to pay on demand all reasonable external and internal costs, expenses, and fees (including reasonable legal fees and expenses) of Lender in enforcing the Loan Documents and the rights and remedies of Lender under the Loan Documents and applicable law, regardless of whether any legal action or proceeding is instigated. Such costs, expenses, and fees shall constitute an "Obligation" under the Loan Documents.

Severability. If any provision of any of the Loan Documents is unenforceable, such provision shall be modified to the minimum extent possible to make such provision enforceable and the enforceability of the other provisions of the Loan Documents shall not be affected.

Choice of Law. The Loan Documents shall be governed by and construed in accordance with the laws of the province of Ontario.

Notices and Demands. All demands or notices under this Note shall be in writing (including without limitation, electronic mail, telecopy or facsimile - receipt confirmed (except in the case of email) and mailed, telecopied, emailed or delivered to the address previously specified in writing by the party to whom such notice is being given. Any demand or notice mailed shall be mailed first-class mail, post-prepaid, return-receipt requested. Demands or notices shall be effective upon the earlier of (i) actual receipt by the addressee or (ii) the date shown on the return receipt, fax confirmation, or delivery receipt or (iii) in the case of email, one business day after being sent.

Rescission or Return of Payments. If at any time or from time to time, whether before or after payment and performance of the Obligations in full, all or any part of any amount received by the Lender as payment of an Obligation, must or is claimed to be subject to avoidance, rescission, or return to Borrower or any other party for any reason whatsoever, such Obligation and any liens, security interests, and other encumbrances that secured such Obligations at the time such avoidance, rescission, or returned payment was received by Lender shall be deemed to have continued in existence or shall be reinstated, as the case may be, all as though such payment had not been received.

Waivers Borrower waives, to the fullest extent permitted under applicable law, the right to assert any statutes of limitations as a defense to any of its Obligations. Borrower (i) waives, to the fullest extent permitted by law, presentment, notice of dishonor, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents) and (ii) agrees that Lender may enforce this Note and any other Loan Documents against Borrower without first having sought enforcement against any other Loan Party or any collateral securing the Obligations.

Time is of the Essence Time is of the essence in respect of this Note.

This Promissory Note is executed as of the date first written above.

Borrower:	GEN7 FUEL MANAGEMENT SERVICES LP, a Partnership	Co-Borrower:	
By:	 It's general partner 2496750 Ontario Inc	By:	_____
Print Name:	Brian Page	Print Name:	_____
Title:	Vice President	Title:	_____
Address for Notices:	1110 Hwy 54, Unit 3, Caledonia, ON N3W2G9		
Accepted by Lender:	Volvo Financial Services (a division of VFS Canada Inc.)		
By:			
Title:	Karen McArthur / Doc and Funding Specialist		

Volvo Financial Services Payment Addendum

Borrower agrees that the Total Obligation shall be paid in accordance with the following:

<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>
11/18/2020	26,400.00	34.	08/18/2023	3,478.99	67.		
12/18/2020	3,478.99	35.	09/18/2023	3,478.99	68.		
01/18/2021	3,478.99	36.	10/18/2023	3,478.99	69.		
02/18/2021	3,478.99	37.	11/18/2023	3,478.99	70.		
03/18/2021	26,149.10	38.	12/18/2023	3,478.99	71.		
04/18/2021	3,478.99	39.	01/18/2024	3,478.99	72.		
05/18/2021	3,478.99	40.	02/18/2024	3,478.99	73.		
06/18/2021	3,478.99	41.	03/18/2024	3,478.99	74.		
07/18/2021	3,478.99	42.	04/18/2024	3,478.99	75.		
08/18/2021	3,478.99	43.	05/18/2024	3,478.99	76.		
09/18/2021	3,478.99	44.	06/18/2024	3,478.99	77.		
10/18/2021	3,478.99	45.	07/18/2024	3,478.99	78.		
11/18/2021	3,478.99	46.	08/18/2024	3,478.99	79.		
12/18/2021	3,478.99	47.	09/18/2024	3,478.99	80.		
01/18/2022	3,478.99	48.	10/18/2024	3,478.99	81.		
02/18/2022	3,478.99	49.	11/18/2024	3,478.99	82.		
03/18/2022	3,478.99	50.			83.		
04/18/2022	3,478.99	51.			84.		
05/18/2022	3,478.99	52.			85.		
06/18/2022	3,478.99	53.			86.		
07/18/2022	3,478.99	54.			87.		
08/18/2022	3,478.99	55.			88.		
09/18/2022	3,478.99	56.			89.		
10/18/2022	3,478.99	57.			90.		
11/18/2022	3,478.99	58.			91.		
12/18/2022	3,478.99	59.			92.		
01/18/2023	3,478.99	60.			93.		
02/18/2023	3,478.99	61.			94.		
03/18/2023	3,478.99	62.			95.		
04/18/2023	3,478.99	63.			96.		
05/18/2023	3,478.99	64.			97.		
06/18/2023	3,478.99	65.					
07/18/2023	3,478.99	66.					

Borrower's Initials



Mack Financial Services
Promissory Note (Secured) – Exhibit A

Customer No:	7754388
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Schedule No:	004
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Section "A"

Description of Units

[illegible]

*Ensure accuracy of the last 4 numeric characters of serial number for construction equipment.

Description of Other Personal Property

INSURANCE: Borrower shall maintain Combined Single Limits Insurance	
Public Liability Insurance per Unit on this Schedule:	\$2,000,000
Maximum Deductible per Occurrence:	\$10,000

Section “B”

Terms and Conditions of Advance

Principal Amount:	CDN \$ 167,417.42
Interest Rate:	5.19 %
Term:	48 months
Payment Amount:	See Attached Payment Addendum
Date:	09/14/2020

Promise to Pay and Interest. For value received, **GEN7 FUEL MANAGEMENT SERVICES LP**, a(n) **ONTARIO** Corporation, ("**Borrower**"), promises to pay to **Mack Financial Services** (a division of VFS Canada Inc.) or order ("**Lender**"), at 238 Wellington Street E. Suite 300, Aurora, Ontario L4G 1J5, or at such other place as Lender designates in writing, in lawful money, the principal sum of (**CDN\$167,417.42**), with interest on the outstanding unpaid principal balance at the rate of (**5.19 %**) per annum (the "**Interest Rate**").

Principal and interest shall be paid in **(48)** consecutive monthly payments, as per attached Payment Addendum, commencing on **October 14, 2020** and continuing thereafter on the **14th** day of each month thereafter; *provided, however*, that, unless due earlier, all accrued and unpaid interest and the unpaid principal balance shall be due and paid in full on **September 14, 2024** (the "**Maturity Date**").

On the Maturity Date, Borrower shall pay to Lender the unpaid principal, all accrued and unpaid interest, and all other amounts payable by Borrower to Lender under the Loan Documents (collectively the "**Obligations**") under the Loan Documents. The term "**Loan Documents**" shall mean this Note; the Master Loan and Security Agreement, dated as of **09/30/2019** between Borrower and Lender; all other Notes made by Borrower to Lender; any guaranty(ies) of any payment or performance of the

Obligations; and all other agreements or documents evidencing, guaranteeing, securing, or otherwise relating to this Note, as any or all of such documents may be executed or amended from time to time.

Principal shall bear interest at the Interest Rate from the date of disbursement until the applicable due date, whether due by acceleration or otherwise. Any payment due on a date when banking institutions are not open the public under the laws of the province set forth in Borrower's address for notices shall be due on the next succeeding date on which such institutions are open. All Obligations not paid when due shall bear interest from the due date or the judgment date, as applicable until paid at a rate (the "**Default Rate**") which is the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law.

All interest due under the Loan Documents shall be computed on the basis of a 365-day year and accrue on a daily basis for the actual number of days elapsed. Borrower agrees to pay an effective rate of interest that is the sum of (i) the Interest Rate (ii) and the additional rate of interest resulting from any other charges or fees paid or to be paid in connection with the Loan Documents that are determined to be interest or in the nature of interest.

Security for Note. The payment of this Note and all other sums due to Lender are secured by the Loan Documents and the security interest in the Collateral granted to Lender under the Loan Documents. The Advance made pursuant to this Note is to be used by Borrower to acquire the Units as more particularly described in Section "A" above and other Collateral.

Receipt and Application of Payments. Payments shall not be deemed received by Lender until liquid and immediate funds are actually received by Lender. At the option of Lender, payments shall be applied to principal, interest, and other Obligations in such order as Lender shall determine.

Prepayment. Borrower may prepay the outstanding principal balance of this Note, in whole or in part, at any time prior to the Maturity Date, provided that as express conditions precedent to Lender's acceptance of any prepayment, Borrower must: (i) give Lender at least thirty (30) days prior written notice of its intent to make such prepayment; and (ii) pay, in all cases (whether prepayment is voluntary or involuntary as a result of the acceleration of the Maturity Date), not as a penalty, but as reimbursement for the loss of the bargain, a prepayment premium of 5% of the amount of principal being prepaid plus an administration fee; and (iii) and pay all accrued and unpaid interest on the unpaid principal balance being prepaid. At the option of Lender, any prepayment of principal shall be applied to payments coming due under this Note in the inverse order of their due dates.

Other Charges. If any payment Borrower makes is returned or dishonoured, Borrower will also pay Lender an administration fee.

No Counterclaims, Deductions, or Offsets. All payments and obligations of Borrower under the Loan Documents will be made and performed without counterclaim, deduction, defense, deferment, set-off, or reduction.

Events of Default: Each of the following shall be an event of default under this Note (an "**Event of Default**"):

1. Failure by any Loan Party to pay when due (i) any amount due by such Loan Party under any of the Loan Documents, or (ii) any other amount due by a Loan Party to Lender under any other agreement or contract or indebtedness of any kind. "**Loan Party**" means Borrower and any other person that from time to time is obligated to Lender under any of the Loan Documents; executes any guaranty of all or any portion of Borrower's obligations under the Loan Documents; or grants any property, interests in property, or rights to property to secure any or all of the Obligations; and

2. The occurrence of any condition or event that is a default or is designated as a default or event of default or an "**Event of Default**" under any other Loan Document or in any other agreement, contract, or indebtedness of any Loan Party to Lender.

Rights and Remedies of Lender. Upon the occurrence of an Event of Default, Lender may, at its option, and without demand or notice: (i) declare the Obligations to be immediately due and payable, whereupon all of the Obligations in the Loan Documents shall be immediately due and payable and (ii) exercise any or all other rights and remedies concurrently or consecutively in such order as Lender elects. Such rights and remedies shall be cumulative and non-exclusive. Delay, discontinuance, or failure to exercise any remedy shall not be a waiver of such remedy or of any other right or remedy of Lender, or of the time is of essence provision in this Note. Exercise of any right or remedy of Lender shall not cure or waive any Event of Default or invalidate any act of Lender taken in response to such Event of Default.

Binding Effect. This Note shall be binding upon Borrower and its permitted successors and assigns and inure to the benefit of Lender and its successors and assigns. Lender may from time to time assign or transfer its rights and/or delegate its obligations under the Loan Documents in whole or in part and without notice to or the consent of any Loan Party. In addition and as permitted under applicable law, NO LOAN PARTY SHALL ASSERT AGAINST ANY ASSIGNEE OR TRANSFEREE OF LENDER ANY CLAIMS OR DEFENSES SUCH LOAN PARTY MAY HAVE AGAINST LENDER. Borrower shall not assign, transfer, pledge, sublease, encumber, or otherwise dispose of this Note without Lender's prior written consent.

Integration, Entire Agreement, Change, Discharge, Termination, Waiver, Approval, Consent. The Loan Documents constitute the entire agreement and understanding of Lender and Borrower and supersede all prior representations, warranties, agreements, understandings, and negotiations. No provision of any Loan Document can be amended, waived, discharged, or terminated except in writing executed by both the Lender and the Borrower. Acceptance of late payments shall not waive the time is of the essence provision in this Note, the right of Lender to require that subsequent payments be made when due, or the right of Lender to declare an Event of Default if subsequent payments are not made when due. Any approval, consent, or statement that a

matter is acceptable to lender under the Loan Documents must be in writing executed by Lender and shall be construed to apply only to the party and facts specifically set forth in writing.

Costs, Expenses, and Fees. Borrower agrees to pay on demand all reasonable external and internal costs, expenses, and fees (including reasonable legal fees and expenses) of Lender in enforcing the Loan Documents and the rights and remedies of Lender under the Loan Documents and applicable law, regardless of whether any legal action or proceeding is instigated. Such costs, expenses, and fees shall constitute an "**Obligation**" under the Loan Documents.

Severability. If any provision of any of the Loan Documents is unenforceable, such provision shall be modified to the minimum extent possible to make such provision enforceable and the enforceability of the other provisions of the Loan Documents shall not be affected.

Choice of Law. The Loan Documents shall be governed by and construed in accordance with the laws of the province of Ontario.

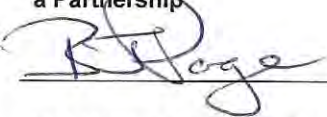
Notices and Demands. All demands or notices under this Note shall be in writing (including without limitation, electronic mail, telecopy or facsimile - receipt confirmed (except in the case of email) and mailed, telecopied, emailed or delivered to the address previously specified in writing by the party to whom such notice is being given. Any demand or notice mailed shall be mailed first-class mail, post-prepaid, return-receipt requested. Demands or notices shall be effective upon the earlier of (i) actual receipt by the addressee or (ii) the date shown on the return receipt, fax confirmation, or delivery receipt or (iii) in the case of email, one business day after being sent.

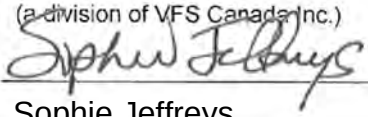
Rescission or Return of Payments. If at any time or from time to time, whether before or after payment and performance of the Obligations in full, all or any part of any amount received by the Lender as payment of an Obligation, must or is claimed to be subject to avoidance, rescission, or return to Borrower or any other party for any reason whatsoever, such Obligation and any liens, security interests, and other encumbrances that secured such Obligations at the time such avoidance, rescission, or returned payment was received by Lender shall be deemed to have continued in existence or shall be reinstated, as the case may be, all as though such payment had not been received.

Waivers Borrower waives, to the fullest extent permitted under applicable law, the right to assert any statutes of limitations as a defense to any of its Obligations. Borrower (i) waives, to the fullest extent permitted by law, presentment, notice of dishonor, protest, notice of protest, notice of intent to accelerate, notice of acceleration, and all other notices or demands of any kind (except notices specifically provided for in the Loan Documents) and (ii) agrees that Lender may enforce this Note and any other Loan Documents against Borrower without first having sought enforcement against any other Loan Party or any collateral securing the Obligations.

Time is of the Essence Time is of the essence in respect of this Note.

This Promissory Note is executed as of the date first written above.

Borrower:	GEN7 FUEL MANAGEMENT SERVICES LP, a Partnership	Co-Borrower:	
By:		By:	
	It's general partner 2496750 Ontario Inc		
Print Name:	Brian Page	Print Name:	
Title:	Vice President	Title:	
Address for Notices:	1110 Hwy 54, Unit 3, Caledonia, ON N3W2G9		

Accepted by Lender:	Volvo Financial Services (a division of VFS Canada Inc.)
By:	
Title:	Sophie Jeffreys

Director Operations

Mack Financial Services

Payment Addendum

Borrower agrees that the Total Obligation shall be paid in accordance with the following:

<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>		<u>Date</u>	<u>Payment</u>
09/14/2020	25,478.10	34.	06/14/2023	3,365.74	67.		
10/14/2020	3,365.74	35.	07/14/2023	3,365.74	68.		
11/14/2020	3,365.74	36.	08/14/2023	3,365.74	69.		
12/14/2020	3,365.74	37.	09/14/2023	3,365.74	70.		
01/14/2021	25,557.26	38.	10/14/2023	3,365.74	71.		
02/14/2021	3,365.74	39.	11/14/2023	3,365.74	72.		
03/14/2021	3,365.74	40.	12/14/2023	3,365.74	73.		
04/14/2021	3,365.74	41.	01/14/2024	3,365.74	74.		
05/14/2021	3,365.74	42.	02/14/2024	3,365.74	75.		
06/14/2021	3,365.74	43.	03/14/2024	3,365.74	76.		
07/14/2021	3,365.74	44.	04/14/2024	3,365.74	77.		
08/14/2021	3,365.74	45.	05/14/2024	3,365.74	78.		
09/14/2021	3,365.74	46.	06/14/2024	3,365.74	79.		
10/14/2021	3,365.74	47.	07/14/2024	3,365.74	80.		
11/14/2021	3,365.74	48.	08/14/2024	3,365.74	81.		
12/14/2021	3,365.74	49.	09/14/2024	3,365.74	82.		
01/14/2022	3,365.74	50.			83.		
02/14/2022	3,365.74	51.			84.		
03/14/2022	3,365.74	52.			85.		
04/14/2022	3,365.74	53.			86.		
05/14/2022	3,365.74	54.			87.		
06/14/2022	3,365.74	55.			88.		
07/14/2022	3,365.74	56.			89.		
08/14/2022	3,365.74	57.			90.		
09/14/2022	3,365.74	58.			91.		
10/14/2022	3,365.74	59.			92.		
11/14/2022	3,365.74	60.			93.		
12/14/2022	3,365.74	61.			94.		
01/14/2023	3,365.74	62.			95.		
02/14/2023	3,365.74	63.			96.		
03/14/2023	3,365.74	64.			97.		
04/14/2023	3,365.74	65.					
05/14/2023	3,365.74	66.					

Borrower's Initials



Corporate General Partner Certificate

The undersigned officer ("Officer") certifies that s(he) is a duly admitted officer of 2496750 Ontario Inc, the **general partner** of **GEN7 FUEL MANAGEMENT SERVICES LP**, a limited partnership (the "**Partnership**"), holding the title set forth under his/her signature below, and that as such, Officer is authorized to execute this Certificate on behalf of the Partnership.

Officer certifies that the Partnership is authorized to enter into one or more transactions either directly with, to be assigned to, or as a guarantor in favor of, VFS Canada Inc., ("VFS") and that the Partnership is authorized to execute all documents deemed necessary by VFS to enter into to such transactions (the "**Contracts**").

Officer certifies each of the partners, officers, or employees whose names and signatures appear below under "Authorized Signatories" is authorized to: (a) execute and deliver such Contracts (and all related documents, including those necessary to grant and perfect security interests and liens in the assets of the Partnership) in the name and on behalf of the Partnership in the form as the partner, officer, or employee executing the same may approve, the approval and authority of such partner, officer, or employee conclusively evidenced by the execution of the Contracts or documents, such execution to be valid and binding on the Partnership; (b) cause the Partnership to perform all of its obligations under the Contracts and other documents; and (c) take all others actions deemed advisable or necessary by such partner, officer, or employee in connection with the foregoing. Officer further certifies that the Partnership is in good standing in all jurisdictions in which it is required to be qualified to do business and that the execution of the Contracts and any other instruments and documents authorized hereunder is not in violation of the charter, by-laws, organizational documents, operating agreement, or any other agreement or instrument made by the Partnership. This Certificate of Authority may be executed and delivered by facsimile signature and a facsimile signature shall be treated as an original.

Officer certifies that each of the following persons: (i) is a duly admitted partner, officer, or employee of the Partnership; (ii) is authorized and has the power and authority to execute and deliver the Contracts and documents on behalf of the Partnership; (iii) shall continue to have such power and authority until the Partnership notifies VFS in writing otherwise; and (iv) that the signature next to each person's name and title is the true and accurate signature of such person:

AUTHORIZED SIGNATORIES - OFFICERS AND EMPLOYEES WHO MAY EXECUTE CONTRACTS ON BEHALF OF THE PARTNERSHIP:

Name of Signatory:

D.H. Miles Hill

Brian Page

Title of Signatory:

Director

Vice President

Signature:

X [Signature]

X [Signature]

X _____

X _____

I, as the General Partner Officer, Certify and Witness the signatures and document above on behalf of the Partnership on 09/14/2020.

General Partner:

Certify/Witness X: [Signature]

Print Name:

Brian Page

Title:

Vice President

NOTE: ONLY A SOLE GENERAL PARTNER MAY SIGN AS AN AUTHORIZED SIGNATORY AND AS WITNESS; OTHERWISE THIS CERTIFICATE MUST BE CERTIFIED/WITNESSED BY ANOTHER AUTHORIZED SIGNATORY OF THE GENERAL PARTNER.

☐ Check here if you are a sole General Partner.

This is Exhibit "NN" 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", is positioned above a horizontal line.

A Commissioner, etc.

Specific Terms for Supply of Petroleum Fuels Ex-Rack in Michigan

Ref: **Produced by:** Derek Lynch **On:** May 1st, 2022

Contract Number: (Internal Use)

Customer Number: (Internal Use)

Release number: (Internal Use)

Buyer: Original Traders Energy LP (Henceforth Buyer)
1110 Highway 54, Unit 3
Caledonia, Ontario
N3W 1Z0
Tel: 905-334-2008

Supplier: OTE USA. (Henceforth Seller)
1504 East Grand River Ave.
Suite 200
East Lansing, MI
48823
USA

Product: Conventional Blendstock For Oxygenate Blending (Henceforth CBOB)
Premium Unleaded Conventional Gasoline (Henceforth PUL)
Ultra-Low Sulphur Diesel – Clear (Henceforth ULSD)

Fuel listed above will meet latest Colonial Pipeline Specifications

Fuel Quantity: Between 1,000 and 4,000 barrels per day subject to monthly nomination process.

Duration: Term of agreement will 5 years

Delivery: Ex-Rack via the following terminals:

Marathon Flat Rock, Michigan
Marathon Detroit, Michigan
Sunoco River Rouge, Michigan

Price: Pricing basis is as follows:

Argus Badger Midpoint Posted Price +5.75 USC/USG at Marathon and Sunoco Partners Marketing, Michigan for the following products:

Conventional Blendstock For Oxygenate Blending (CBOB)
Ultra Low Sulphur Diesel (ULSD)



Posted prices on day of lifting per BOL date to govern sale. Any liftings done on a Saturday, Sunday or Holiday, the pricing used will be Argus Badger price for that day as Argus prices are reported 365 days/year.

The parties, agree that any amendment to either price or term (be it individually or jointly) will be captured by email between **Derek Lynch OTE USA** and **Glenn Page of Original Traders Energy LP**. The email(s) shall form an integral part of the agreement but will not alter the performance of the underlying agreement, which shall remain in full force and effect. The email confirmation will serve as signed confirmation and shall be binding on the parties and no further instrument to document such amendment is required.

- Nomination:** Buyer to nominate monthly volume requirements by product type no later than the 15th of the month immediately preceding the lifting month.
- Performance Bond:** OTE USA and OTE recognise that the intention of this agreement is to establish a long term relationship for the supply of fuel to help with the establishment of additional OTE locations. It is expected that OTE USA be able to fully supply all of the fuel requirements for OTE in these new locations.
- Accounting Basis:** US NET Gallons
- Payment:** Full payment for the calculated value, in US Dollars to be made no later than 5 calendar days from Receipt of Invoice (ROI). Payment Terms are subject to periodic credit review as required by Seller.

Payment to be made to the following account:

Bank:	RBC BANK 8081 Arco Corporate Dr
	Raleigh, NC United States of America (the)
Beneficiary:	OTE USA LLC 40600 Ann Arbor Rd E Suite
	201 Plymouth MI 48170 US
Intermediary Bank:	JP Morgan Chase

Risk + Title: Risk for the Product shall pass from the Seller to the Buyer at the final truck manifold at the named place of loading. Title for the product shall pass from Seller to Buyer at the US border. OTE USA LLC is exporter of record from USA and OTE is importer of record into Canada.

General Terms & Conditions: This offer is subject to the latest version of the Seller's General Terms and Conditions, which may be updated from time to time at the Seller's discretion. A copy of the latest General Terms and Conditions is enclosed.



Confidentiality:

All commercial arrangements (price, quantity etc.) are to remain private and confidential between both parties.

**Acceptance
of contract:**

As confirmation that you would like to proceed as agreed on the above basis and that you accept our conditions of sale, please sign and date the enclosed copy of the Specific Terms and return it to us. This will mean that we have entered into a contract, the terms and conditions of which are as specified above and in the General Terms and Conditions.

If you do not return the copy of these Specific Terms countersigned within seven (7) days, we will proceed with our obligations under the contract as specified above and in the General Terms and Conditions, and you will be deemed to have accepted our terms and conditions of sale as if you had countersigned and returned a copy of these Specific Terms.

Please note that the terms presented within this document are subject to the availability of adequate credit as granted to the Buyer via the Seller's credit underwriter. Credit reviews may be performed at any time during the duration of this agreement as deemed necessary by the Seller's underwriter. If the amount of available credit is reduced or rejected entirely based upon the findings of these reviews, then the Seller reserves the right to re-open or suspend this agreement entirely in order to facilitate discussions to resolve the issue at hand. If the Buyer and Seller cannot reach mutual agreement on revised terms, then the Seller reserves the right to terminate the agreement immediately.

SIGNATURES:

Signed on behalf of OTE USA.

Derrick Lynch Printed Name

[Signature] Signature

Import/Export Co-Ordinator Title

5/11/22 Date

HP

Signed on Behalf of Original Traders Energy LP

Glen Page Printed Name

[Signature] Signature

President Title

May 1, 2022 Date

[Signature]

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



A Commissioner, etc.

OPERATING AGREEMENT

This Agreement is made effective as of December 15 2021

Between

Original Traders Energy ~~Inc.~~  (herein referred to as "OTE")

-and-

Consolidated Logistics Inc. (herein referred to as the "OPERATOR")

WHEREAS OTE has agreed to supply to the OPERATOR and the OPERATOR has agreed to contract for Transloading Services under the terms and conditions set out in this Agreement:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 For the purposes of this Agreement, the following expressions shall have the following meanings:

- (a) **"Agreement"** means this agreement and all Schedules attached hereto.
- (b) **"Applicable Laws"** means all federal, provincial, local, and municipal statutes, laws, bylaws, ordinances, rules, orders (including court orders), regulations, codes, guidelines and specifications in effect from time to time and made or issued by any governmental authority having jurisdiction over the Parties, the Transloading Services or the Transloading Area.
- (c) **"Approved Truckers"** means those 3rd party truckers or trucking companies who have been approved by OTE pursuant to this Agreement to transport Product.
- (d) **"Claims"** has the meaning set out in Section 9.1.
- (e) **"Confidential Information"** has the meaning set out in Section 11.
- (f) **"Customer's Purchaser"** means a third party which has agreed to purchase OTE's Products delivered to the Transloading Area.
- (g) **"Expiry Date"** has the meaning set out in Section 0.
- (h) **"Indemnified Parties"** has the meaning set out in Section 9.1.
- (i) **"Indemnitor"** has the meaning set out in Section 9.1.
- (j) **"Party"** or **"Parties"** means OTE and or OPERATOR, as the case may be.



- (k) "Product" or "**Products**" means Liquified Petroleum Gas – Propane.
- (l) "**Railcars**" means the railcars supplied by OTE or a third party at the request of OTE
- (m) "**Railcar Party**" means the person described in the Rider to supply the Railcars.
- (n) "**Rules and Regulations**" means Applicable Laws and the applicable rules, regulations, and policies with respect to the Products and/or the Transloading Services as may be implemented by RR or any other relevant railway to be followed with respect to the Products and/or Transloading Services.
- (o) "**Transloading Area**" means the area located adjacent to the Railcar Off-Loading Point where the Transloading Facilities are located including, but not restricted to, parking for OTE, OTE's Purchaser and/or Approved Truckers for transporting Products from the Railcar Off-Loading Point.
- (p) "**Transloading Facility**" means rail siding and ancillary services at 2502 Elm Street (PO Box 670 Stn B), Sudbury, ON P3E 4R6 as shown in Schedule "A".
- (q) "**Transloading Services**" means those services set out in Schedule "B" under the heading "Transloading Services".
- (r) "**Trucks**" means those trucks provided by "Approved Truckers" lifting products from the "Transloading Facility"

1.2 The following Schedules are attached to and form part of this Agreement:

Schedule "A" - Transloading Facility
Schedule "B" - Transloading Services
Schedule "C" - Tariff for Transloading Services
Schedule "D" - Minimum Insurance Requirements

2. TRANSLOADING SERVICES

2.1 OPERATOR agrees to supply to OTE the Transloading Services for Product under the terms and conditions set out in this Agreement under Schedule "B"

- (a) The Transloading Facility shall be located at 2502 Elm Street (PO Box 670 Stn B), Sudbury, ON P3E 4R6 and illustrated in Schedule "A".

3. OTE'S OBLIGATIONS

3.1 OTE shall:

- (a) Provide a minimum of three (3) days advance notice of arrival of inbound loaded Railcars;
and

- (b) Provide OPERATOR with material safety data sheets for Product loaded through the Transloading Facilities.
- 3.2 OTE acknowledges that 3rd party trucks will only be accepted on site if they have pre-booked a loading appointment (time) with the Operator through a representative of OTE and or the Operator.
- 3.3 Commencing January 1, 2022 OTE will commit to (750) Seven Hundred and Fifty Rail Cars, per year, shipped to the Operator for offloading during the term of the agreement until 2024. OTE to pay \$0.0122 per litre offloaded from Railcars. If OTE does not ship or provide 750 Rail cars for offloading, up to the Annual Anniversary date of the contract (every January 1st), a Short Fall payment will be made from OTE to Operator at the end each operating year. If there is a Short Fall, then each Short Fall cars shall be deemed to have contained 101,000 litres of Short Fall volume. The formula for the Short Fall payment shall be:

EXAMPLE

Total Cars per operating annum supplied Less 100 = Excess or Short Fall.

1000 Rail Cars Shipped – 750 per annum Commitment = 250 Excess (In the event of an Excess there shall be no Short Fall payment/penalty)

Or

700 Cars Shipped – 750 per annum Commitment = -50 Short Fall (50 * 101,000 * \$0.0122 = \$ 67,100CAD)

4. FEES, TARIFF & COSTS

- 4.1 OTE shall pay to OPERATOR for the Transloading Services the amounts (excluding HST and other applicable taxes) set out in Schedule "C" in the manner set out therein. [Native band / Status card to be supplied by OTE to be able to exclude the HST and other applicable taxes]
- 4.2 OTE shall be solely responsible for the freight, diversion and other RR related charges. To the extent that charges are caused by or as caused by a direct result of the Operator negligence or failure to meet contract commitments. Resulting charges will be the responsible of the operator. For further clarity each party shall be responsible for the tracking management and validation of Rail service that can be related to the aforementioned Railroad charges and the mitigation of any charges with the respective railroad representatives.

5. TERM AND TERMINATION

This Agreement shall last 3 years from January 1st, 2022, through December 31st, 2025 (the "initial term") and shall evergreen for additional three (3) one (1) year terms, unless terminated with at least 30 days' notice by OTE prior to the Expiry Date of the initial term or with at least 90 days' notice by OTE prior to the Expiry Date of any subsequent anniversary date (January 1st). All parties recognize the December 15th, 2021, start date may be amended with mutual agreement and will be dependent upon completion of certain work at the Transloading Facility necessary to make the Transloading Facility operational

- 5.1 No expiry or termination shall affect any Party's liability with respect to any obligation incurred prior to the time such expiry or termination is effective, which obligation shall remain subject to this Agreement.

Upon expiry or termination of Agreement, the transloader, including all related equipment supplied originally by the Operator, remain the property of the Operator. OTE shall have no claim to the transloader. Likewise, OTE shall have no claim to the Transloading Facility or equipment not supplied by OTE.

- 5.2 Either Party may terminate the Agreement if:

- (a) the other Party has breached any of its material obligations in this Agreement and fails to remedy such breach within ten (10) days of the written demand of the other Party to do so or, other than with respect to an obligation to pay money, if such breach cannot be reasonably remedied within ten (10) days from date of demand to do so, the other Party fails to commence to remedy such breach within such ten (10) days;
- (b) A Party becomes bankrupt or insolvent, takes the benefit of any statute for bankrupt or insolvent debtors, or makes any proposal, assignment or arrangement with its creditors, or any steps are taken, or proceedings commenced by any person for the dissolution, winding-up, or other termination of the Party's existence or the liquidation of its assets;
- (c) A trustee, receiver, receiver/manager or like person is appointed with respect to the business or assets of a Party;
- (d) A Party's assets are taken under a writ of execution or attachment by a creditor; or
- (e) Any insurance policy of a Party that is required by this Agreement is actually, or is threatened to be, cancelled or adversely changed.

6. TITLE, RISK AND INSURANCE

- 6.1 All risk with respect to the Product transload at the Transloading Facility shall be the OPERATOR's and not be that of OTE.

- 6.2 Under no circumstances whatsoever will OPERATOR be responsible for the quality or composition of the Product or for the interaction of the Product with other substances, even when handling the Product, or any damages, harm or Claims arising therefrom.
- 6.3 OPERATOR shall maintain insurance as provided for in Schedule "D".
- 6.4 OPERATOR shall maintain in good standing all aspects and terms as stated in their CP Rail Siding Agreement now and during the term of the Agreement.

7. RAILWAY CARS AND TRUCKS

OTE shall be solely responsible at its own risk and cost to arrange for delivery by rail to the Transloading Facility of all Products and ready for Transloading Services.

- 7.1 All trucking of Product from the Transloading Facility shall be arranged by OTE and/or its 3rd party clients and be the sole responsibility of OTE.
- 7.2 The OPERATOR acknowledges and agrees that Truckers are responsible and liable for their own acts and omissions and that OPERATOR shall have no recourse whatsoever against OTE for any Trucker's actions or omissions.
- 7.3 OTE acknowledges and agrees that OTE is responsible and liable for its Railcars and its employees, contractors, agents and representatives and that OTE shall have no recourse whatsoever against OPERATOR for any damage or harm caused by, or to, its Railcars unless damage is specifically a result of error, omission or negligence by OPERATOR.

8. NOTICE

- 8.1 All communications required to be given by one Party to this Agreement to another, shall, unless otherwise specifically provided herein, be given in writing and be personally served or emailed to the addresses to the Parties, as the case may require, as follows:

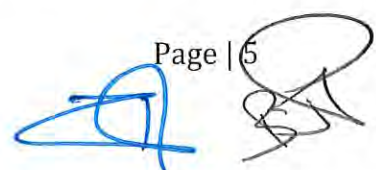
To OTE: Original Traders Energy ~~Inc.~~ Ltd. 
Address: A-1110 Highway 54, Caledonia, Ontario, N3W 2G9
Email: brian.page@gen7fuel.com

Attention: Brian Page

To OPERATOR: Consolidated Logistics Inc.
Address: 2502 Elm Street (PO Box 670 Stn B), Sudbury, ON P3E 4R6
Email: blazich@consolidatedlogistics.ca

Attention: Brent J Lazich

- 8.2 Where notice has been made by personal service, such notice will be deemed to have been received on the date that personal service was affected. Where notice has been



made by email transmission such notice will be deemed to have been received on the first (1st) business day following such email transmission provided no "undeliverable" or "out of office" or similar automatically generated notice is received by the sender.

9. INDEMNIFICATION

- 9.1 Except as set forth in Section 9.2, 9.3 and 9.3, each Party ("**Indemnitor**") shall be responsible for and shall indemnify, defend and save harmless the other Party and its respective officers, directors, agents, employees or representatives (collectively, "**Indemnified Parties**") from and against any and all liability, suits, losses, demands, actions, causes of action, fines, penalties, damages, judgments, expenses and claims of any kind or nature, including, without limitation, reasonable solicitor and clients' fees and costs (collectively, "**Claims**"), which any of the Indemnified Parties may hereafter incur, pay or become responsible for as a result of a violation of the Indemnitor's obligations under this Agreement or to the extent that the Claim is due to the Indemnitor's negligence, gross negligence or willful misconduct. For clarification, any indemnity shall be subject to the limits set out in Section 9.2 and Section 0 of this Agreement.
- 9.2 Notwithstanding any provision of this Agreement, except with respect to third party Claims or in the case of gross negligence, willful misconduct, or fraud, under no circumstances shall either Party be liable to the other Party for special, incidental, exemplary, indirect, punitive or consequential damages including lost profits.
- 9.3 In the event that any of the Indemnified Parties seeks the benefit of provisions of Section 9.1 such Party shall as soon as is reasonably possible upon becoming aware of any Claim for which indemnification is sought provide to the Indemnitor written notice of such claim and shall cooperate with the Indemnitor to keep the Indemnitor fully informed of the Claim, and shall not settle such Claim without the consent of the Indemnitor or direction of the Mediator or Arbitrator as the case may be.

10. DISPUTE RESOLUTION

- 10.1 If the parties cannot resolve any dispute relating to the provisions of this Agreement after discussions, the matter shall be submitted to mediation, in Sudbury, Ontario before a mediator appointed by and in accordance with the mediation rules of the Ontario Commercial Arbitration Centre.
- 10.2 If an agreed-upon mediation outcome cannot be obtained by the Parties after good-faith mediation, the dispute may be submitted to arbitration in accordance with the *laws of Ontario*. Any Party may commence arbitration of the dispute by sending a written request for arbitration to the other Party to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all Parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such Parties receive a copy of the written request.

 Page | 6 

- 10.3 All Parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding, and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

11. CONFIDENTIAL INFORMATION

- 11.1 **"Confidential Information"** means any and all significant and sensitive information relating to OTE or OPERATOR, which is acquired by OTE or OPERATOR, whether before or after the Effective Date, including, without limitation, pricing, personnel information, data, plans and processes, but shall not include any information which:
- (a) Is in the public domain prior to disclosure by OTE to OPERATOR, or by OPERATOR to OTE, as applicable;
 - (b) Becomes part of the public domain, by publication or otherwise, through no unauthorized act or omission on the part of OPERATOR or OTE or their representatives; or
 - (c) Is required to be disclosed by Applicable Laws, provided that the receiving Party will provide prompt written notice of such requirement so that the disclosing Party may seek, at its expense, an appropriate protective order prior to the time required for disclosure and will furnish only that portion of Confidential Information that is legally required as advised by written opinion of receiving Party's counsel.
- 11.2 Each Party will not, during the term of this Agreement or at any time, thereafter, use or disclose Confidential Information of the other Party to any third person either in whole or in part. Each Party will take all reasonable precautions to safeguard the Confidential Information of the other Party from unauthorized disclosure and, at a minimum, will afford the Confidential Information of the other Party such precautions and safeguards as it affords to its own confidential information of a similar nature.

12. FORCE MAJEURE

If any Party is rendered unable, wholly or in part because of a force majeure event as described below, to carry out an obligation under this Agreement, other than the obligation to make money payments when due, that Party shall give the other Party prompt written notice of the force majeure, and its obligations shall be suspended during, but no longer than, the continuance of the force majeure event. The affected Party shall use all commercially reasonable diligence to remove the force majeure event (excluding strike, lockouts, or other labor difficulties) as quickly as possible and shall promptly notify the other in writing when the force majeure event has terminated. The term **"force majeure"** means any event beyond the reasonable control and foresight of, and not due to the negligence, gross negligence, or willful misconduct of, the Party claiming to be affected thereby including, without limitation, acts of God, storms, war, fire, strikes of general application, lockouts or differences with workers, acts of the public enemy, insurrections, riots.

13. GENERAL

- 13.1 In the event that any provision(s) of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.2 If any Party excuses or condones any default by the other of any obligation under this Agreement, no waiver of such obligation shall be implied in the respect of any continuing or subsequent default.
- 13.3 This Agreement may be executed in counterparts and evidenced by facsimile or other electronic form. All counterpart copies together shall constitute one Agreement and shall be valid and binding contract between the Parties as of the date first written above.
- 13.4 This Agreement shall be binding upon the Parties, their successors, and assigns.
- 13.5 Time shall be of the essence of this Agreement.
- 13.6 The law of the Province of Ontario shall be the law of this Agreement to the extent that provincial law applies and the laws of Canada to the extent that the federal law applies. Except to the extent that a matter shall be handled by mediation or arbitration pursuant to the provisions of Section 10 as it then exists at the time of mediation or arbitration, the Parties further agree to exclusively attorn to the Ontario Supreme Courts.
- 13.7 This Agreement, together with the Schedules attached to this Agreement and any subsequent Riders, constitutes the entire Agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.
- 13.8 The Parties agree that they will do all things and execute all such documents as are necessary to give full force and effect or to carry out the intent and terms of this Agreement.
- 13.9 This Agreement may only be amended by written agreement executed by both Parties to this Agreement.
- 13.10 OPERATOR shall be an independent contractor in performing its obligations under this Agreement. This Agreement does not create any agency, partnership, joint venture, or other joint relationship between the Parties. OPERATOR shall be solely responsible for the manner in which the Transloading Services are performed. Other than as set out herein, all personnel and subcontractors engaged directly by OPERATOR in connection with the performance of this Agreement shall be under the complete control of OPERATOR and shall be deemed to be employees, representatives or subcontractors of OPERATOR, and nothing contained in the Agreement or in any subcontract shall be construed to create any contractual relationship between Customer and any such personnel, employee, representatives, or subcontractors.

IN WITNESS whereof the Parties have here unto signed their names by their duty authorized signing officers and affixed their corporate seals on the day and year first above written.

Original Traders Energy Inc.

Signature: 

Print: Brian S. Page

Date: Nov 19, 2021



Cilena Page

President

Nov 19, 2021

Consolidated Logistics Inc.

Signature: 

Print: Adam Lopez

Date: 11/19/2021



Page | 9

Schedule "B"
Transloading Services

Transloading Product from railcars directed to Transloading Facility by OTE which have transported Products to the particular Transloading Facility into the Trucks, through a weigh scale [Canada Weights & Measures Approved] and includes:

1. Provide the labour and facilities necessary to receive and transfer via the Operator's transloader, the Product at the Transloading Facility.
2. Verifying Truckers are those pre-approved by OTE to be accepting Product loads on a specific day.
3. Site orientation for Approved Truckers
4. Coordinating daily truck schedule through OTE and the Operator and receiving trucks
5. Provide weigh-scale, scaling trucks in and out of Transloading Facility and producing a bill-of-lading ticket with Gross, Tare and Net weights for each truck load.
6. Provide and manage relationship with delivery service railroad (CP), including (but not limited to) daily rail switch scheduling, in yard car movement and positioning as required to provide the Transloading Services.
7. Provide the necessary accounting documentation to OTE Accounting Department within 24 hours of movement from the Transloading Facility
8. Provide shipping documentation to Trucks that complies with regulatory requirements. OPERATOR will be responsible for ERAP's when using OPERATOR trucks; otherwise, 3rd party clients/carriers will be responsible for providing the necessary ERAP.
9. Provide transportation reports to OTE Logistics Department
10. It is acknowledged that the OPERATOR's facility is a secured site. Provide necessary internal surveillance and security for all railcars that are present at the Transloading Facility to ensure stored cars are secure from OPERATOR's other activities at the site.
11. Provide for onsite storage of up to 8 rail cars of loaded or empty Product rail cars.

The Normal Hours of Operation are 7AM to 5PM EST – 5days per week (Monday-Friday),.

The page contains two handwritten signatures in blue ink. The signature on the left is a stylized, cursive 'A' or 'B' with a horizontal line. The signature on the right is a more complex, cursive signature, possibly 'R' or 'B', with a large loop at the end.

Schedule "C"
Tariff for Transloading Services and Other Costs and Terms of Payment

Accounts:

1. Entrance to Transloading Facility by Railcar:
 - a. No charge.
2. Exit from the Transloading Facility by Railcar:
 - a. No Charge
3. OTE will be allowed to have eight (8) railcars on spot in the Milman yard at 'NO" charge. Any additional cars, over and above the eight (8), on site will be charged out @ **\$75.00** per car per week. [Track Rental]
4. OTE to pay OPERATOR \$0.0122 per litre Transload fee for loaded volumes based on actual weighed Product loaded onto trucks. Trucks will be large transport trucks having a minimum capacity volume of 30,000 litres.
5. OPERATOR will apply additional charges for overtime hours, to be billed at \$84/hr. that have been pre-approved by OTE.
6. Truck Bill of Lading Legal Tender will be in pounds (weigh scale). Secondary corresponding volumes at 15 degrees Celsius will be determined using the conversion X.XXX pounds per litre. This conversion can be updated by OTE in writing based on the latest industry/market standards.

**[Table to be added to agreement with conversion rates for both gasoline and diesel fuel.
To be supplied by OTE]**

7. Rate escalation will be based on the following:

Rate escalation applicable on a rolling index. Yearly CPI increase applicable to all rates based on StatsCan CPI Table 18-10-0004-01 – Ontario All Items, rolling 12 months; effective January 1st every year. Escalation starts after first year of contract, in January 2023.

Note: Rate escalation will be based on latest available data if any reports are unavailable at the time of escalation.

Payment Terms:

1. OPERATOR will render Accounts monthly on the fifth business day (or such other day as OPERATOR can reasonably do so) to OTE for those Transloading Services provided in the preceding month. Provided however OPERATOR shall be entitled to include in any subsequent Account a billing for any Transloading Services in any month which have not been previously billed whether through inadvertence or otherwise.
2. OTE shall pay the account within thirty (30) days of the date of billing (date identified on the Account) of that Account.

Page | 12



Schedule "D"
Minimum Insurance Requirements

OPERATOR shall carry the following minimum insurance requirements:

1. Insurance to be provided by the Parties or the Parties' contractors as applicable:
 - a. Workers' Compensation Insurance covering Party's personnel engaged in the Agreement, in accordance with the statutory requirements of the province of Ontario in which the work is performed; or
 - b. Commercial General Liability Insurance, with a limit of ten million dollars (\$10,000,000) each occurrence and in aggregate including coverage for Sudden & Accidental Pollution, Bodily Injury and Broad Form Property Damage, Products and Completed Operations, Contractual Liability, and Cross Liability or Severability of Interests;
 - c. Automobile Liability Insurance covering all motor vehicles owned, leased or licensed by the Parties covering the accidental injury or death of one or more persons or damage to or destruction of property as the result of any one accident or occurrence with a limit of liability in the amount of five million dollars (\$5,000,000);
 - d. OPERATOR shall carry All Risk Property Insurance covering loss or damage to the Facility and other property in their care, custody, and control, for replacement cost value; and
 - e. Such additional coverage as may be required by law.
2. The insurance provided by OPERATOR pursuant to 1. Shall be provided in accordance with the following terms and conditions:
 - a. All insurance provided shall be considered primary and not excess to any insurance carried by another Party;
 - b. OPERATOR shall add OTE as an Additional Insured with respect to this Agreement and OTE, or other party as OTE may designate, shall be named as a loss payee under property damage insurance in respect of any equipment owned by OTE;
 - c. OPERATOR shall provide a waiver by insurers of all rights of subrogation against OTE;
 - d. OPERATOR shall provide thirty (30) days written notice of cancellation and/or material change to insurance coverage; and
 - e. OPERATOR shall provide or cause to be provided a Certificate of Insurance upon request

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

A handwritten signature in blue ink, appearing to read "Samuel Hill", is positioned above a horizontal line.

A Commissioner, etc.

Maraton Petroleum Corporation

Fuel Supplier	Date Purchased	Amount Paid	Weight (Lbs)	Invoice Number	Train/Track/Carrier	Position
Marathon	04-Aug-22	\$ 44,422.72	172204	354022763-C	ST07	1
Marathon	04-Aug-22	\$ 44,417.12	172165	354022766-C	ST07	1
Marathon	04-Aug-22	\$ 44,414.32	172152	354022773-C	ST07	1
Marathon	18-Aug-22	\$ 45,465.24	172417	354023056-C	ST07	1
Marathon	18-Aug-22	\$ 45,457.15	172400	354023061-C	ST07	1
Marathon	19-Aug-22	\$ 46,715.76	172640	354023075-C	ST07	1
Marathon	19-Aug-22	\$ 46,703.88	172523	354023077-C	ST07	1
Marathon	19-Aug-22	\$ 46,718.72	172562	354023081-C	ST07	1
Marathon	19-Aug-22	\$ 46,665.82	172367	354023098-C	S23	4
Marathon	22-Aug-22	\$ 46,634.15	172776	354023121-C	ST03	2
Marathon	22-Aug-22	\$ 46,640.07	172737	354023124-C	S23	4
Marathon	22-Aug-22	\$ 46,628.23	172685	354023126-C	S23	4
Marathon	22-Aug-22	\$ 46,592.71	172575	354023139-C	S23	4
Marathon	22-Aug-22	\$ 46,569.02	172451	354023145-C	S23	4
Marathon	22-Aug-22	\$ 44,324.80	174568	354023157-C	ST03	2
Marathon	22-Aug-22	\$ 44,322.00	172555	354023162-C	ST03	2
Marathon	22-Aug-22	\$ 44,327.58	172575	354023166-C	ST03	2
Marathon	22-Aug-22	\$ 44,311.39	172516	354023170-C	ST03	2
Marathon	24-Aug-22	\$ 43,662.75	172633	354023187-C	SR09	3
Marathon	24-Aug-22	\$ 43,651.80	172562	354023189-C	SR09	3
Marathon	24-Aug-22	\$ 43,655.08	172555	354023192-C	SR09	3
Marathon	24-Aug-22	\$ 43,635.91	172497	354023197-C	SR09	3
Marathon	24-Aug-22	\$ 43,613.47	172399	354023200-C	SR09	3
Marathon	24-Aug-22	\$ 43,607.99	172373	354023205-C	SR09	3
Marathon	24-Aug-22	\$ 42,250.69	172523	354023218-C	SR09	3
Marathon	24-Aug-22	\$ 42,242.25	172477	354023223-C	SR09	3
Marathon	24-Aug-22	\$ 42,229.08	172432	354023231-C	SR09	3
Total		\$ 1,209,879.70				

Greenergy USA Inc.

Fuel Supplier	Date Purchased	Amount Paid	Invoice Number	Volume (US Gallons)	Bill of Lading	Equipment ID
Greenergy	20-Jul-22	\$ 81,062.68	203000308	26156	001574OT	SHQX0000012105
Greenergy	20-Jul-22	\$ 80,768.25	203000308	26061	001576OT	SHQX0000012198
Greenergy	16-Aug-22	\$ 90,446.04	206000360	25988	001646OT	CBTX0000721488
Greenergy	16-Aug-22	\$ 90,348.59	206000360	25960	001647OT	CBTX0000721531
Greenergy	16-Aug-22	\$ 91,364.84	206000360	26252	001648OT	SHQX0000012339
Greenergy	16-Aug-22	\$ 100,316.17	206000360	28824	001649OT	WFRX0000132222
Greenergy	17-Aug-22	\$ 101,219.83	206000348	28754	001650OT	WFRX0000132228
Greenergy	17-Aug-22	\$ 91,595.60	206000348	26020	001653OT	CBTX0000721514
Greenergy	17-Aug-22	\$ 91,419.59	206000348	25970	001654OT	CBTX0000721529
Greenergy	17-Aug-22	\$ 93,123.37	206000348	26454	001655OT	SHQX0000121293
Greenergy	17-Aug-22	\$ 92,820.63	206000348	26368	001656OT	SHQX0000012211
Greenergy	17-Aug-22	\$ 99,713.19	206000348	28326	001657OT	WFRX0000132240
Total		\$ 1,104,198.78				

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

A handwritten signature in blue ink, appearing to read "Samuel Hill", is positioned above a horizontal line.

A Commissioner, etc.

Jasmine Law

From: Brent Lazich <blazich@consolidatedlogistics.ca>
Sent: September 25, 2022 4:55 PM
To: Jesse Rosensweet
Cc: Sandra Smoke; Gary Loft; Austin Hill; Portia Biswas; Shayne Smith; Rose Muscolino
Subject: RE: Original Traders Energy LP - Proof of payment
Attachments: INV011628.pdf; INV011767.pdf; OTE AR Aging.pdf

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good evening Jesse,

Thank you for the detailed documents and email/notes below.

I am taking this opportunity to add Shayne Smith, our COO and our legal council, Rose Muscolino of Weaver and Simmons. We will collectively review the documents and respond.

At this time, I would also like to bring to your attention that OTE LP has an outstanding AR balance of \$500,000+, with CLI, that would need to be paid in full prior to commencement of our transloading services being provided by our organization. I have attached the most recent statement from our records, along with the two (2) invoices from July and August 2022. I would kindly ask that yourself and or a member of the OTE LP team provided an update on payment and proof of payment.

Respectfully,

Brent Lazich, H.B.Comm
VP Operations



Consolidated Logistics
2502 Elm Street | Sudbury, Ontario | P3E 4R6

(705) 682-9900 | phone

(705) 698-6693 | mobile

[consolidatedlogistics.ca](https://www.consolidatedlogistics.ca) | [vCard](#) | [map](#) 



This email may contain confidential and/or private information. If you received this email in error please delete and notify sender.

From: Jesse Rosensweet <jrosensweet@airdberlis.com>
Sent: Friday, September 23, 2022 5:03 PM
To: Brent Lazich <blazich@consolidatedlogistics.ca>
Cc: Sandra Smoke <sandra.smoke@originaltradersenergy.com>; Gary Loft <gary.loft@originaltradersenergy.com>; Austin Hill <austin.hill@originaltradersenergy.com>; Portia Biswas <pbiswas@airdberlis.com>
Subject: Original Traders Energy LP - Proof of payment

Dear Mr. Lazich – further to our conversation last week which included Mr. Shayne Smith, we attach documentation showing payment of fuel contained in certain of the subject rail cars. I do not have Mr. Smith’s email address; please forward this to him as I promised on our call to deliver to both of you.

Please refer to the tabs “Greenery” (12 cars) and “Marathon” (27 cars) in the attached Excel file. These show the Equipment ID of the cars containing fully-paid fuel. The cars indicated on the “Disputed” tab (14 cars) are subject of a payment and offset dispute with OTE USA LLC; Original Traders Energy LP will claim title to the included fuel at a later date but wishes to defer that discussion and to instead focus on the rail cars identified on the Greenery and Marathon tabs.

There is an annotated set of PDF documents for each of the Greenery- and Marathon-associated rail cars. These trace the fuel orders through invoice, shipping and payment by Original Traders Energy LP. We trust that the documents, selected highlighting and annotations will be sufficient for your team to trace provenance and payment. If not, Sandra Smoke has offered to provide further explanation on a call or by email.

Please note that there is one invoice payment that requires additional context when reviewing the Greenery documents:

- On the first page of the package (the Ledger with “GE-1” written in the top righthand corner) the column “Applied Transaction Number” corresponds with the invoice number.
- Invoice #206000308 is highlighted in the row for payments on August 9, 2022. The wire payments related to invoice #206000308 were paid on August 5th and August 8th, however these were not received by Greenery until August 9th and were consolidated. The total from the two August 8th rows on the ledger (\$5,626,786.13 and \$1,099,569.84) is equal to the total combined amount from the four Wire Activity Summary Reports on August 5th and August 8th, including the amount to be paid for Invoice # 206000308.
- For the other invoices, the dates on the ledger match those on the Wire Activity Summary Reports.

Original Traders Energy LP acknowledges receipt of two outstanding invoices from Consolidated Logistics. They are prepared to make full payment and bring their account current on two conditions:

1. We receive your email confirmation that the attached documentation satisfies your stated request for proof of title to the subject fuel in the cars listed on the “Greenery” and “Marathon” tabs of the Excel sheet.
2. You provide a copy of the signed operating agreement between Original Traders Energy LP and Consolidated Logistics. On our call, Mr. Smith indicated that our client should have a copy, which is a reasonable assumption in an ordinary business environment. However, with the departure of the former management team in July, 2022, certain business records were removed from Original Traders Energy LP’s office and computer system and have not been returned. Since Consolidated confirmed that it has the operating agreement, we trust that you will not object to sending a copy.

As noted above, there are 14 railcars that are subject to a payment dispute with OTE USA LLC. Notwithstanding the dispute over the contained fuel, be advised that Original Traders Energy LP is the lessee of these railcars and has not delegated authority to any other person to instruct the moving or handling of these railcars. In particular, none of the four individuals identified in my letter to you of September 9, 2022 (being Glenn Page, Brian Page, Mandy Cox and Kellie Hodgen), nor Derek Lynch, as identified in my subsequent email to you of the same date, have any authority to act for Original Traders Energy LP in any respect, including in relation to the railcars leased by Original Traders Energy LP, whether or not identified in the attached Excel file (53 cars).

I can be reached for further discussion of this matter and Austin Hill can be reached to discuss restarting Original Trader Energy LP’s unloading operations. We trust that this will occur as early as Monday and reserve the right to dispute any storage or demurrage charges claimed by Consolidated Logistics thereafter in respect of the 39 railcars identified on the Greenery and Marathon tabs of the Excel file.

We look forward to your response and the resolution of this matter.

Yours truly,

Jesse Rosensweet

T 416.865.3063

F 416.863.1515

E jrosensweet@airdberlis.com

Aird & Berlis LLP | Lawyers

Brookfield Place, 181 Bay Street, Suite 1800

Toronto, Canada M5J 2T9 | airdberlis.com

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2502 Elm Street, Regional Road 35
 PO Box 670 STN B, Sudbury, ON, P3E 4R6
 Phone: (705) 682-4254
 Fax: (705) 682-0990
 www.consolidatedlogistics.ca

Invoice	INV011628
Date	2022-07-31
Page	1

Bill To:

ORIGINAL TRADERS ENERGY LP
 7273 INDIAN LINE
 SCOTTLAND ONTARIO N0E 1R0

Ship To:

ORIGINAL TRADERS ENERGY LP
 7273 INDIAN LINE
 SCOTTLAND ONTARIO N0E 1R0

Purchase Order No.		Customer ID	Shipping Method	Payment Terms	
		ORITRA			
Quantity	Item Number	Description	Unit Price	Ext. Price	
1.0000	GASOLINE	Total litres for July 2022. 7,986,866 litres at 0.0122 per litre.	\$97,439.77	\$97,439.77	
1.0000	LABOR	After hours and weekend loading labour.	\$22,344.00	\$22,344.00	
1.0000	SWITCHES	Extra switches.	\$8,740.00	\$8,740.00	
1.0000	CARS	Additional car spot of S23. See attached invoicing summary.	\$3,000.00	\$3,000.00	
1.0000	HAULAGE	Fuel haulage and delivery service. 2022-081 REV 2. See attached summary.	\$148,368.67	\$148,368.67	
			Subtotal	\$279,892.44	
			Tax (HST# 899226120)	\$0.00	
			Total	\$279,892.44	



Project No.: P2022-14
 Customer: OTE
 Product/Commodity: Refined Fuel

Invoicing Period: 1-Jul-22 to 31-Jul-22

Auxiliary Contract Charges
After Hours and Weekend Loading Labour, Additional Car Spots & EXTRA Switches

Line 2: PREM Labour							
Date	Day of the Week	BOL#	Ticket#	Man Power	OT Rate	Hours	Total PREM Charge
2-Jul-22	Saturday	598	12889	2	\$ 84.00	40.25	\$ 3,381.00
2-Jul-22	Saturday	599	12890		\$ 84.00		
2-Jul-22	Saturday	600	12891		\$ 84.00		
2-Jul-22	Saturday	601	12892		\$ 84.00		
2-Jul-22	Saturday	602	12893		\$ 84.00		
3-Jul-22	Sunday	603	12895	2	\$ 84.00	5.75	\$ 966.00
3-Jul-22	Sunday	604	12896		\$ 84.00		
3-Jul-22	Sunday	604	12897		\$ 84.00		
3-Jul-22	Sunday	605	12898		\$ 84.00		
3-Jul-22	Sunday	605	12899		\$ 84.00		
3-Jul-22	Sunday	606	12900	2	\$ 84.00	55	\$ 4,620.00
3-Jul-22	Sunday	607	12901		\$ 84.00		
9-Jul-22	Saturday	622	12930		\$ 84.00		
9-Jul-22	Saturday	623	12931		\$ 84.00		
9-Jul-22	Saturday	624	12936		\$ 84.00		
9-Jul-22	Saturday	625	12937	2	\$ 84.00	58.75	\$ 4,935.00
9-Jul-22	Saturday	626	12938		\$ 84.00		
9-Jul-22	Saturday	627	12939		\$ 84.00		
16-Jul-22	Saturday	652	12086		\$ 84.00		
16-Jul-22	Saturday	653	12087	2	\$ 84.00	58.75	\$ 4,935.00
16-Jul-22	Saturday	654	12088		\$ 84.00		
16-Jul-22	Saturday	655	12089		\$ 84.00		
16-Jul-22	Saturday	656	12104		\$ 84.00		
16-Jul-22	Saturday	657	12105		\$ 84.00		
17-Jul-22	Sunday	658	12106	2	\$ 84.00	25.5	\$ 2,142.00
17-Jul-22	Sunday	659	12107		\$ 84.00		
17-Jul-22	Sunday	660	12108		\$ 84.00		
17-Jul-22	Sunday	661	12109		\$ 84.00		
17-Jul-22	Sunday	662	12110		\$ 84.00		
17-Jul-22	Sunday	663	12111	2	\$ 84.00	38	\$ 3,192.00
23-Jul-22	Saturday	697	12243		\$ 84.00		
23-Jul-22	Saturday	698	12244		\$ 84.00		
23-Jul-22	Saturday	700	12245		\$ 84.00		
23-Jul-22	Saturday	701	14516		\$ 84.00		
23-Jul-22	Saturday	702	14517	2	\$ 84.00	18.5	\$ 3,108.00
23-Jul-22	Saturday	703	14519		\$ 84.00		
30-Jul-22	Saturday	742	14592		\$ 84.00		
30-Jul-22	Saturday	743	14593		\$ 84.00		
30-Jul-22	Saturday	744	14594		\$ 84.00		
30-Jul-22	Saturday	745	14595	2	\$ 84.00	18.5	\$ 3,108.00
30-Jul-22	Saturday	746	14596		\$ 84.00		
30-Jul-22	Saturday	747	14597		\$ 84.00		
30-Jul-22	Saturday	748	14598		\$ 84.00		
30-Jul-22	Saturday	749	14599		\$ 84.00		
Total PREM Labour Cost (Weekend Loading)							\$ 22,344.00

Line 3: EXTRA Switches				
Month	Date	QTY	EXTRA CP Switch Fees	Total
July	2-Jul-22	1	\$ 2,140.00	\$ 2,320.00
July	9-Jul-22	1	\$ 2,140.00	\$ 2,140.00
July	17-Jul-22	1	\$ 2,140.00	\$ 2,140.00
July	23-Jul-22	1	\$ 2,140.00	\$ 2,140.00
Total EXTRA Switching Fees				\$ 8,740.00

Line 4: Additional Car Spot of 523				
Month	Date	Cars Outside 8 Spots in Agreement	Rate per Week per car	Total
June	3-Jul-22	0	\$ 75.00	\$ -
June	10-Jul-22	7	\$ 75.00	\$ 525.00
June	17-Jul-22	18	\$ 75.00	\$ 1,350.00
June	23-Jul-22	15	\$ 75.00	\$ 1,125.00
Total Additional Car Spots				\$ 3,000.00

Invoicing Summary	
Item	Total
Line 1-July	\$ 97,439.77
Line 2	\$ 22,344.00
Line 3	\$ 8,740.00
Line 4	\$ 3,000.00
Line 5	\$ 148,368.67
Grand Total	\$ 279,892.44

GASOLINE LOG (2022)

Review Note below

Date	BOL#	Ticket#	Net Weight (LB's)	Litres @15C (Old)Rate	Litre at 15C(Old)	Litres at 15C(New)	TL Rate	Total Invoice
1-Jul-22	592	12879	87080	1.7196	54121	53658	\$ 0.0122	\$ 654.63
1-Jul-22	593	12880	75500	1.7196	46924	46430	\$ 0.0122	\$ 566.45
1-Jul-22	594	12883	88600	1.7196	55065	54604	\$ 0.0122	\$ 666.17
1-Jul-22	585	12884	73920	1.7196	45942	45386	\$ 0.0122	\$ 553.71
1-Jul-22	596	12887	87820	1.7196	54580	54109	\$ 0.0122	\$ 660.13
1-Jul-22	596	12888	74700	1.7196	46426	45936	\$ 0.0122	\$ 560.42
2-Jul-22	598	12889	88600	1.7196	55065	54597	\$ 0.0122	\$ 666.08
2-Jul-22	599	12890	73920	1.7196	45942	45523	\$ 0.0122	\$ 555.38
2-Jul-22	600	12891	91180	1.7196	56669	55533	\$ 0.0122	\$ 677.50
2-Jul-22	601	12892	72880	1.7196	45295	44411	\$ 0.0122	\$ 541.81
2-Jul-22	602	12893	88420	1.7196	54953	54441	\$ 0.0122	\$ 664.18
3-Jul-22	603	12895	73960	1.7196	45966	45606	\$ 0.0122	\$ 556.39
3-Jul-22	604	12896	86800	1.7196	53947	53484	\$ 0.0122	\$ 652.50
3-Jul-22	604	12897	75240	1.7196	46762	46363	\$ 0.0122	\$ 565.63
3-Jul-22	605	12898	88300	1.7196	54879	54437	\$ 0.0122	\$ 664.13
3-Jul-22	605	12899	74080	1.7196	46041	45606	\$ 0.0122	\$ 556.39
3-Jul-22	606	12900	88200	1.7196	54817	54412	\$ 0.0122	\$ 663.83
3-Jul-22	607	12901	74240	1.7196	46140	45747	\$ 0.0122	\$ 558.11
4-Jul-22	608	12902	86960	1.7196	54046	53501	\$ 0.0122	\$ 652.71
4-Jul-22	609	12903	75680	1.7196	47035	46607	\$ 0.0122	\$ 568.61
4-Jul-22	610	12905	86860	1.7196	53984	53520	\$ 0.0122	\$ 652.94
4-Jul-22	611	12907	75480	1.7196	46911	46537	\$ 0.0122	\$ 567.75
4-Jul-22	612	12908	86700	1.7196	53884	53434	\$ 0.0122	\$ 651.89
4-Jul-22	613	12909	75760	1.7196	47085	46621	\$ 0.0122	\$ 568.78
5-Jul-22	614	12911	89340	1.7196	55525	54589	\$ 0.0122	\$ 665.99
5-Jul-22	615	12912	73820	1.7196	45879	45453	\$ 0.0122	\$ 554.53
5-Jul-22	616	12913	88600	1.7196	55065	54627	\$ 0.0122	\$ 666.45
5-Jul-22	617	12916	73780	1.7196	45855	45432	\$ 0.0122	\$ 554.27
5-Jul-22	617	12919	80280	1.7196	49894	49466	\$ 0.0122	\$ 603.49
5-Jul-22	618	12917	82160	1.7196	51063	50661	\$ 0.0122	\$ 618.06
6-Jul-22	620	12922	87240	1.7196	54220	53756	\$ 0.0122	\$ 655.82
6-Jul-22	621	12924	75180	1.7196	46725	46322	\$ 0.0122	\$ 565.13
9-Jul-22	622	12930	93100	1.7196	57862	57544	\$ 0.0122	\$ 702.04
9-Jul-22	623	12931	68800	1.7196	42759	42410	\$ 0.0122	\$ 517.40
9-Jul-22	624	12936	93260	1.7196	57961	57516	\$ 0.0122	\$ 701.70
9-Jul-22	625	12937	68760	1.7196	42735	42397	\$ 0.0122	\$ 517.24
9-Jul-22	626	12938	93180	1.7196	57912	57435	\$ 0.0122	\$ 700.71
9-Jul-22	627	12939	68820	1.7196	42772	42397	\$ 0.0122	\$ 517.24
11-Jul-22	628	12941	88120	1.7196	54767	54444	\$ 0.0122	\$ 664.22
11-Jul-22	629	12942	73960	1.7196	45966	45681	\$ 0.0122	\$ 557.31
11-Jul-22	630	12943	86720	1.7196	53897	53445	\$ 0.0122	\$ 652.03
11-Jul-22	631	12949	75560	1.7196	46961	46678	\$ 0.0122	\$ 569.47
11-Jul-22	631	12945	75420	1.7196	46874	46483	\$ 0.0122	\$ 567.09
11-Jul-22	632	12946	86620	1.7196	53835	53391	\$ 0.0122	\$ 651.37
11-Jul-22	634	12950	84780	1.7196	52691	52360	\$ 0.0122	\$ 638.79
11-Jul-22	635	12951	77200	1.7196	47980	47671	\$ 0.0122	\$ 581.59
12-Jul-22	636	12952	88160	1.7196	54792	54497	\$ 0.0122	\$ 664.86
12-Jul-22	637	12953	73840	1.7196	45892	45599	\$ 0.0122	\$ 556.31
12-Jul-22	638	12955	88220	1.7196	54829	54525	\$ 0.0122	\$ 665.21
12-Jul-22	639	12956	73580	1.7196	45730	45441	\$ 0.0122	\$ 554.38
12-Jul-22	640	12957	88200	1.7196	54817	54483	\$ 0.0122	\$ 664.69
12-Jul-22	641	12958	73740	1.7196	45830	45559	\$ 0.0122	\$ 555.82
12-Jul-22	642	12961	82840	1.7196	51485	51399	\$ 0.0122	\$ 663.67
12-Jul-22	643	12960	78940	1.7196	49062	48525	\$ 0.0122	\$ 555.41
14-Jul-22	644	12970	86520	1.7196	53773	53453	\$ 0.0122	\$ 652.13
14-Jul-22	645	12971	74960	1.7196	46588	46313	\$ 0.0122	\$ 565.02
14-Jul-22	646	12090	86440	1.7196	53723	53394	\$ 0.0122	\$ 651.41
14-Jul-22	647	12091	75080	1.7196	46663	46389	\$ 0.0122	\$ 565.95
15-Jul-22	648	12096	88260	1.7196	54854	54434	\$ 0.0122	\$ 664.09
15-Jul-22	649	12097	73520	1.7196	45693	45420	\$ 0.0122	\$ 554.12
15-Jul-22	650	12099	87940	1.7196	54655	54401	\$ 0.0122	\$ 663.69
15-Jul-22	651	12100	73620	1.7196	45755	45468	\$ 0.0122	\$ 554.71
16-Jul-22	652	12086	86660	1.7196	53860	53474	\$ 0.0122	\$ 652.38
16-Jul-22	653	12087	75360	1.7196	46837	46570	\$ 0.0122	\$ 568.15
16-Jul-22	654	12088	88020	1.7196	54705	54385	\$ 0.0122	\$ 663.50
16-Jul-22	655	12089	73820	1.7196	45879	45613	\$ 0.0122	\$ 556.48
16-Jul-22	656	12104	86360	1.7196	53673	53326	\$ 0.0122	\$ 650.58
16-Jul-22	657	12105	75540	1.7196	46948	46592	\$ 0.0122	\$ 568.42
17-Jul-22	658	12106	86500	1.7196	53760	53409	\$ 0.0122	\$ 651.59
17-Jul-22	659	12107	75180	1.7196	46725	46404	\$ 0.0122	\$ 566.13
17-Jul-22	660	12108	82300	1.7196	51150	50837	\$ 0.0122	\$ 620.21
17-Jul-22	661	12109	79340	1.7196	49310	49020	\$ 0.0122	\$ 598.04

17-Jul-22	662	12110	82160	1.7196	51053	50776	\$ 0.0122	\$ 619.47
17-Jul-22	663	12111	79260	1.7196	49260	48959	\$ 0.0122	\$ 597.30
18-Jul-22	664	12112	86180	1.7196	53561	43234	\$ 0.0122	\$ 527.45
18-Jul-22	665	12113	75280	1.7196	46787	46434	\$ 0.0122	\$ 566.49
18-Jul-22	665	12115	85940	1.7196	53412	53197	\$ 0.0122	\$ 649.00
18-Jul-22	667	12116	75560	1.7196	46961	46637	\$ 0.0122	\$ 568.97
18-Jul-22	668	12120	85880	1.7196	53375	53108	\$ 0.0122	\$ 647.92
18-Jul-22	669	12121	75820	1.7196	47122	46824	\$ 0.0122	\$ 571.25
19-Jul-22	669	12124	87720	1.7196	54518	54155	\$ 0.0122	\$ 660.69
19-Jul-22	671	12125	74020	1.7196	46004	45725	\$ 0.0122	\$ 557.85
19-Jul-22	672	12126	87600	1.7196	54444	54082	\$ 0.0122	\$ 659.80
19-Jul-22	673	12127	74660	1.7196	46401	46080	\$ 0.0122	\$ 562.18
19-Jul-22	674	12129	87480	1.7196	54369	54015	\$ 0.0122	\$ 658.98
19-Jul-22	675	12130	74880	1.7196	46538	45937	\$ 0.0122	\$ 560.43
20-Jul-22	676	12131	87740	1.7196	54531	54220	\$ 0.0122	\$ 661.48
20-Jul-22	677	12133	74100	1.7196	46053	45794	\$ 0.0122	\$ 558.69
20-Jul-22	678	12134	87760	1.7196	54543	54220	\$ 0.0122	\$ 661.48
20-Jul-22	679	12135	74140	1.7196	46078	45718	\$ 0.0122	\$ 557.76
20-Jul-22	680	12137	87820	1.7196	54580	54196	\$ 0.0122	\$ 661.19
20-Jul-22	681	12138	74140	1.7196	46078	45742	\$ 0.0122	\$ 558.05
20-Jul-22	682	12140	87840	1.7196	54593	54195	\$ 0.0122	\$ 661.18
20-Jul-22	683	12141	74280	1.7196	46559	45735	\$ 0.0122	\$ 557.97
21-Jul-22	684	12142	87400	1.7196	54319	54291	\$ 0.0122	\$ 662.35
21-Jul-22	685	12102	73520	1.7196	45693	45716	\$ 0.0122	\$ 557.74
21-Jul-22	686	14511	87340	1.7196	54282	54269	\$ 0.0122	\$ 662.08
21-Jul-22	687	14512	73400	1.7196	45618	45611	\$ 0.0122	\$ 556.45
21-Jul-22	688	14514	87560	1.7196	54419	54395	\$ 0.0122	\$ 663.62
22-Jul-22	689	14515	73180	1.7196	45482	45479	\$ 0.0122	\$ 554.84
22-Jul-22	690	12144	85760	1.7196	53300	53310	\$ 0.0122	\$ 650.38
22-Jul-22	691	12147	75180	1.7196	46725	46707	\$ 0.0122	\$ 569.83
22-Jul-22	692	12148	86400	1.7196	53698	53449	\$ 0.0122	\$ 652.08
22-Jul-22	693	12150	75380	1.7196	46849	46564	\$ 0.0122	\$ 568.08
22-Jul-22	694	12152	87840	1.7196	54593	54347	\$ 0.0122	\$ 663.03
22-Jul-22	695	12159	73740	1.7196	45830	45657	\$ 0.0122	\$ 557.02
22-Jul-22	695	12175	87460	1.7196	54357	54341	\$ 0.0122	\$ 662.96
22-Jul-22	696	12183	72700	1.7196	45183	45635	\$ 0.0122	\$ 556.75
23-Jul-22	697	12243	85920	1.7196	53400	53390	\$ 0.0122	\$ 651.36
23-Jul-22	698	12244	75160	1.7196	46712	46705	\$ 0.0122	\$ 569.80
23-Jul-22	700	12245	85860	1.7196	53362	53366	\$ 0.0122	\$ 651.07
23-Jul-22	701	14516	75240	1.7196	46762	46746	\$ 0.0122	\$ 570.30
23-Jul-22	702	14517	85740	1.7196	53288	53316	\$ 0.0122	\$ 650.46
23-Jul-22	703	14519	75100	1.7196	46675	46666	\$ 0.0122	\$ 569.33
25-Jul-22	704	14533	85920	1.7196	53400	53383	\$ 0.0122	\$ 651.27
25-Jul-22	705	14534	75120	1.7196	46687	46651	\$ 0.0122	\$ 569.14
25-Jul-22	706	14535	85800	1.7196	53325	53337	\$ 0.0122	\$ 650.71
25-Jul-22	707	14536	75280	1.7196	46787	46682	\$ 0.0122	\$ 569.52
25-Jul-22	708	14538	85540	1.7196	53350	53326	\$ 0.0122	\$ 650.58
25-Jul-22	709	14539	75300	1.7196	46799	46690	\$ 0.0122	\$ 569.62
26-Jul-22	710	14542	85840	1.7196	53350	53369	\$ 0.0122	\$ 651.10
26-Jul-22	711	14543	75180	1.7196	46725	46743	\$ 0.0122	\$ 570.26
26-Jul-22	712	14544	86300	1.7196	53636	53625	\$ 0.0122	\$ 654.23
26-Jul-22	713	14546	74740	1.7196	46451	46454	\$ 0.0122	\$ 566.74
26-Jul-22	714	14550	86300	1.7196	53636	53550	\$ 0.0122	\$ 653.31
26-Jul-22	715	14551	74860	1.7196	46526	46573	\$ 0.0122	\$ 568.19
26-Jul-22	716	14553	86100	1.7196	53511	53355	\$ 0.0122	\$ 650.93
26-Jul-22	717	14554	75120	1.7196	46687	46686	\$ 0.0122	\$ 569.57
27-Jul-22	718	14556	85860	1.7196	53362	53377	\$ 0.0122	\$ 651.20
27-Jul-22	719	14557	85860	1.7196	53362	46493	\$ 0.0122	\$ 567.21
27-Jul-22	720	14558	85820	1.7196	53337	53367	\$ 0.0122	\$ 651.08
27-Jul-22	721	14559	74940	1.7196	46576	46590	\$ 0.0122	\$ 568.40
27-Jul-22	722	14560	87720	1.7196	54518	54629	\$ 0.0122	\$ 666.47
27-Jul-22	723	14564	72600	1.7196	45121	45247	\$ 0.0122	\$ 552.01
27-Jul-22	724	14566	85620	1.7196	53213	53230	\$ 0.0122	\$ 649.41
27-Jul-22	725	14565	74940	1.7196	46576	46556	\$ 0.0122	\$ 567.98
28-Jul-22	726	14567	88124	1.7196	54769	54318	\$ 0.0122	\$ 662.68
28-Jul-22	727	14571	73380	1.7196	45606	45565	\$ 0.0122	\$ 555.89
28-Jul-22	727	14574	73340	1.7196	45581	45581	\$ 0.0122	\$ 556.09
28-Jul-22	728	14573	87700	1.7196	54506	54337	\$ 0.0122	\$ 662.91
28-Jul-22	730	14575	86200	1.7196	53574	53581	\$ 0.0122	\$ 653.69
28-Jul-22	731	14576	45320	1.7196	46476	46439	\$ 0.0122	\$ 566.56
28-Jul-22	732	14578	85840	1.7196	53350	53281	\$ 0.0122	\$ 650.03
28-Jul-22	733	14579	74920	1.7196	46563	46571	\$ 0.0122	\$ 568.17
29-Jul-22	734	14580	85790	1.7196	53319	53300	\$ 0.0122	\$ 650.26
29-Jul-22	735	14582	74880	1.7196	46538	46569	\$ 0.0122	\$ 568.14
29-Jul-22	736	14584	86520	1.7196	53773	53722	\$ 0.0122	\$ 655.41
29-Jul-22	737	14583	74339	1.7196	46202	46152	\$ 0.0122	\$ 563.05
29-Jul-22	738	14587	86440	1.7196	53723	53704	\$ 0.0122	\$ 655.19

29-Jul-22	739	14589	74560	1.7196	46339	46262	\$ 0.0122	\$ 564.40
29-Jul-22	740	14588	85860	1.7196	53362	53335	\$ 0.0122	\$ 650.69
29-Jul-22	741	14591	75000	1.7196	46613	46611	\$ 0.0122	\$ 568.65
30-Jul-22	742	14592	85820	1.7196	53337	53341	\$ 0.0122	\$ 650.76
30-Jul-22	743	14593	74800	1.7196	46489	46460	\$ 0.0122	\$ 566.81
30-Jul-22	744	14594	85720	1.7196	53275	53291	\$ 0.0122	\$ 650.15
30-Jul-22	745	14595	74580	1.7196	46352	46344	\$ 0.0122	\$ 565.40
30-Jul-22	746	14596	85860	1.7196	53362	53365	\$ 0.0122	\$ 651.05
30-Jul-22	747	14597	74700	1.7196	46426	46415	\$ 0.0122	\$ 566.26
30-Jul-22	748	14598	85860	1.7196	53362	53360	\$ 0.0122	\$ 650.99
30-Jul-22	749	14599	74860	1.7196	46526	46515	\$ 0.0122	\$ 567.48
Grand Total							\$	97,439.77

Legend	
Info Required	Missing Liter Info
PREM	Weekend Loading - <i>Additional Charges apply</i>
Liters Transferred	Total Liters Transfer from Skyeve TL BOL Ticket
Transfer Rate	Contract TL Transfer Rate per Liter
Total Invoice Amount	Total Invoice Amount (per month)



2502 Elm Street, Regional Road 35
 PO Box 670 STN B, Sudbury, ON, P3E 4R6
 Phone: (705) 682-4254
 Fax: (705) 682-0990
 www.consolidatedlogistics.ca

Invoice	INV011767
Date	2022-08-31
Page	1

Bill To:

ORIGINAL TRADERS ENERGY LP
 7273 INDIAN LINE
 SCOTTLAND ONTARIO N0E 1R0

Ship To:

ORIGINAL TRADERS ENERGY LP
 7273 INDIAN LINE
 SCOTTLAND ONTARIO N0E 1R0

Purchase Order No.		Customer ID	Shipping Method	Payment Terms	
		ORITRA			
Quantity	Item Number	Description	Unit Price	Ext. Price	
1.0000	GASOLINE	Total litres for August 2022. 8,736,345 litres at 0.0122 per litre.	\$106,583.41	\$106,583.41	
1.0000	LABOR	After hours and weekend loading labour.	\$6,489.00	\$6,489.00	
1.0000	CARS	Additional car spot of S23.	\$8,100.00	\$8,100.00	
1.0000	HAULAGE	Fuel haulage and delivery service. 2022-081 REV 2. See attached invoicing summary.	\$122,732.11	\$122,732.11	
			Subtotal	\$243,904.52	
			Tax (HST# 899226120)	\$0.00	
			Total	\$243,904.52	



Project No.: P2022-14
 Customer: OTE
 Product/Commodity: Refined Fuel

Invoicing Period: 1-Aug-22 to 31-Aug-22

Auxiliary Contract Charges
<i>After Hours and Weekend Loading Labour, Additional Car Spots & EXTRA Switches</i>

Line 2: PREM Labour							
Date	Day of the Week	BOL#	Ticket#	Man Power	OT Rate	Hours	Total PREM Charge
6-Aug-22	Saturday	788	14658	2	\$ 84.00	18.25	\$ 1,533.00
6-Aug-22	Saturday	788	14659		\$ 84.00		
6-Aug-22	Saturday	789	14660		\$ 84.00		
6-Aug-22	Saturday	790	14662		\$ 84.00		
13-Aug-22	Saturday	825	12605	3	\$ 84.00	23.5	\$ 1,974.00
13-Aug-22	Saturday	826	12984		\$ 84.00		
13-Aug-22	Saturday	827	12975		\$ 84.00		
13-Aug-22	Saturday	828	15251		\$ 84.00		
13-Aug-22	Saturday	829	15252	2	\$ 84.00	10.5	\$ 882.00
20-Aug-22	Saturday	868	15311		\$ 84.00		
27-Aug-22	Saturday	898	15356		\$ 84.00		
27-Aug-22	Saturday	899	15357		\$ 84.00		
27-Aug-22	Saturday	900	15358	3	\$ 84.00	25	\$ 2,100.00
27-Aug-22	Saturday	901	15359		\$ 84.00		
27-Aug-22	Saturday	902	15360		\$ 84.00		
27-Aug-22	Saturday	903	15361		\$ 84.00		
27-Aug-22	Saturday	904	15362	3	\$ 84.00	25	\$ 2,100.00
27-Aug-22	Saturday	905	15363		\$ 84.00		
Total PREM Labour Cost (Weekend Loading)							\$ 6,489.00

Line 3: EXTRA Switches				
Month	Date	QTY	EXTRA CP Switch Fees	Total
1-Aug-22		0	\$ 2,140.00	\$ -
7-Aug-22		0	\$ 2,140.00	\$ -
14-Aug-22		0	\$ 2,140.00	\$ -
21-Aug-22		0	\$ 2,140.00	\$ -
28-Aug-22		0	\$ 2,140.00	\$ -
Total EXTRA Switching Fees				\$ -

Line 4: Additional Car Spot of S23				
Month	Date	Additional Cars Outside 8 Spots in Agreement	Rate per Week per car	Total
August	1-Aug-22	58	\$ 75.00	\$ 4,350.00
August	7-Aug-22	18	\$ 75.00	\$ 1,350.00
August	14-Aug-22	25	\$ 75.00	\$ 1,875.00
August	21-Aug-22	45	\$ 75.00	\$ 3,375.00
August	28-Aug-22	20	\$ 75.00	\$ 1,500.00
Total Additional Car Spots				\$ 8,100.00

Invoicing Summary	
Item	Total
Line 1-August	\$ 106,583.41
Line 2	\$ 6,489.00
Line 3	\$ -
Line 4	\$ 8,100.00
Line 5	\$ 122,732.11
Grand Total	\$ 243,904.52

GASOLINE LOG (2022)

Review Note below

Date	BOL#	Ticket#	Net Weight (LB's)	Litres @15C (Old)Rate	Litre at 15C(Old)	Litres at 15C(New)	TL Rate	Total Invoice
1-Aug-22	750	14600	86180	1.7196	53561	53493	\$ 0.0122	\$ 652.61
1-Aug-22	751	14615	74600	1.7196	46364	46291	\$ 0.0122	\$ 564.75
1-Aug-22	752	14601	85940	1.7196	53412	53381	\$ 0.0122	\$ 651.25
1-Aug-22	753	14602	74740	1.7196	46451	46477	\$ 0.0122	\$ 567.02
1-Aug-22	754	14603	86140	1.7196	53536	53468	\$ 0.0122	\$ 652.31
1-Aug-22	755	14604	75000	1.7196	46613	46546	\$ 0.0122	\$ 567.86
1-Aug-22	756	14605	86040	1.7196	53474	53417	\$ 0.0122	\$ 651.69
1-Aug-22	757	14606	74780	1.7196	46476	46472	\$ 0.0122	\$ 566.96
2-Aug-22	758	14607	40240	1.7196	46476	53600	\$ 0.0122	\$ 653.92
2-Aug-22	759	14619	74580	1.7196	46476	46458	\$ 0.0122	\$ 566.79
2-Aug-22	760	14612	44200	1.7196	54593	54607	\$ 0.0122	\$ 666.21
2-Aug-22	761	14608	72880	1.7196	45295	45325	\$ 0.0122	\$ 552.97
2-Aug-22	762	14609	82360	1.7196	51809	51126	\$ 0.0122	\$ 623.74
2-Aug-22	763	14610	78560	1.7196	48825	48768	\$ 0.0122	\$ 594.97
2-Aug-22	766	14624	44160	1.7196	54531	54527	\$ 0.0122	\$ 665.23
2-Aug-22	766	14625	72500	1.7196	45059	45338	\$ 0.0122	\$ 553.12
3-Aug-22	767	14626	85900	1.7196	53387	53417	\$ 0.0122	\$ 651.69
3-Aug-22	768	14627	74940	1.7196	46576	46461	\$ 0.0122	\$ 566.82
3-Aug-22	769	14628	86100	1.7196	53511	53634	\$ 0.0122	\$ 654.33
3-Aug-22	770	14623	74720	1.7196	46439	46352	\$ 0.0122	\$ 565.49
3-Aug-22	771	14630	86440	1.7196	53723	53631	\$ 0.0122	\$ 654.30
3-Aug-22	772	11502	74300	1.7196	46178	46163	\$ 0.0122	\$ 563.19
3-Aug-22	773	14638	86380	1.7196	53686	53619	\$ 0.0122	\$ 654.15
3-Aug-22	774	14631	74380	1.7196	46227	46145	\$ 0.0122	\$ 562.97
4-Aug-22	775	14640	86280	1.7196	53623	53567	\$ 0.0122	\$ 653.52
4-Aug-22	776	14641	74700	1.7196	46426	46313	\$ 0.0122	\$ 565.02
4-Aug-22	777	14642	86380	1.7196	53686	53558	\$ 0.0122	\$ 653.41
4-Aug-22	778	14643	74540	1.7196	46327	46252	\$ 0.0122	\$ 564.27
4-Aug-22	779	14646	86240	1.7196	53599	53535	\$ 0.0122	\$ 653.13
4-Aug-22	780	14645	74340	1.7196	46203	46176	\$ 0.0122	\$ 563.35
5-Aug-22	781	14644	41680	1.7196	53636	53570	\$ 0.0122	\$ 653.55
5-Aug-22	782	14648	74480	1.7196	46290	46254	\$ 0.0122	\$ 564.30
5-Aug-22	783	14651	86020	1.7196	53462	53388	\$ 0.0122	\$ 651.33
5-Aug-22	784	14653	74740	1.7196	46451	46389	\$ 0.0122	\$ 565.95
5-Aug-22	785	14633	85960	1.7196	53424	53325	\$ 0.0122	\$ 650.57
5-Aug-22	786	14632	74780	1.7196	46476	46431	\$ 0.0122	\$ 566.46
5-Aug-22	787	14656	85820	1.7196	53337	53288	\$ 0.0122	\$ 650.11
6-Aug-22	788	14658	74860	1.7196	46526	46460	\$ 0.0122	\$ 566.81
6-Aug-22	788	14659	86140	1.7196	53536	53478	\$ 0.0122	\$ 652.43
6-Aug-22	789	14660	74180	1.7196	46103	46092	\$ 0.0122	\$ 562.32
6-Aug-22	790	14662	85940	1.7196	53412	53327	\$ 0.0122	\$ 650.59
8-Aug-22	791	14664	74620	1.7196	46377	46432	\$ 0.0122	\$ 566.47
8-Aug-22	792	14663	86600	1.7196	53822	53747	\$ 0.0122	\$ 655.71
8-Aug-22	793	14667	74280	1.7196	46165	46165	\$ 0.0122	\$ 563.21
8-Aug-22	794	14666	86700	1.7196	53884	53762	\$ 0.0122	\$ 655.90
8-Aug-22	795	14669	74280	1.7196	46165	46060	\$ 0.0122	\$ 561.93
8-Aug-22	796	12606	86660	1.7196	53860	53781	\$ 0.0122	\$ 656.13
8-Aug-22	797	14637	74220	1.7196	46128	46080	\$ 0.0122	\$ 562.18
8-Aug-22	798	14634	86780	1.7196	53934	53896	\$ 0.0122	\$ 657.53
8-Aug-22	799	14636	73980	1.7196	45979	45922	\$ 0.0122	\$ 560.25
9-Aug-22	800	12607	87740	1.7196	54531	53864	\$ 0.0122	\$ 657.14
9-Aug-22	801	11503	74100	1.7196	46053	45998	\$ 0.0122	\$ 561.18
9-Aug-22	802	11504	86040	1.7196	53474	53456	\$ 0.0122	\$ 652.16
9-Aug-22	803	14635	74700	1.7196	46426	46448	\$ 0.0122	\$ 566.67
9-Aug-22	803	12613	78140	1.7196	48564	46450	\$ 0.0122	\$ 566.69
10-Aug-22	804	12614	88580	1.7196	55053	53479	\$ 0.0122	\$ 652.44
10-Aug-22	806	12615	80780	1.7196	50205	50368	\$ 0.0122	\$ 614.49
10-Aug-22	807	12616	79360	1.7196	49323	49482	\$ 0.0122	\$ 603.68
10-Aug-22	808	12617	86340	1.7196	53661	53570	\$ 0.0122	\$ 653.55
10-Aug-22	809	12619	74660	1.7196	46401	46376	\$ 0.0122	\$ 565.79
11-Aug-22	810	12977	86220	1.7196	53586	53584	\$ 0.0122	\$ 653.72
11-Aug-22	811	12982	77520	1.7196	48179	46313	\$ 0.0122	\$ 565.02
11-Aug-22	812	11505	85940	1.7196	53412	53597	\$ 0.0122	\$ 653.88
11-Aug-22	813	12987	74100	1.7196	86053	46198	\$ 0.0122	\$ 563.62
11-Aug-22	814	12988	86800	1.7196	53947	53533	\$ 0.0122	\$ 653.10
11-Aug-22	815	12990	74300	1.7196	46178	46337	\$ 0.0122	\$ 565.31
12-Aug-22	816	12991	86020	1.7196	53462	53642	\$ 0.0122	\$ 654.43
12-Aug-22	817	12992	73920	1.7196	45942	46073	\$ 0.0122	\$ 562.09
12-Aug-22	818	12993	85980	1.7196	53437	53625	\$ 0.0122	\$ 654.23
12-Aug-22	819	12994	74160	1.7196	46091	46285	\$ 0.0122	\$ 564.68
12-Aug-22	820	12995	85900	1.7196	53387	53571	\$ 0.0122	\$ 653.57
12-Aug-22	821	12996	74140	1.7196	46078	46249	\$ 0.0122	\$ 564.24

12-Aug-22	822	12622	86200	1.7196	53574	53475	\$ 0.0122	\$ 652.40
12-Aug-22	822	12974	86280	1.7196	53623	53541	\$ 0.0122	\$ 653.20
12-Aug-22	823	12998	74580	1.7196	46352	46283	\$ 0.0122	\$ 564.65
13-Aug-22	825	12605	74880	1.7196	46538	46449	\$ 0.0122	\$ 566.68
13-Aug-22	826	12984	84040	1.7196	52231	52432	\$ 0.0122	\$ 639.67
13-Aug-22	827	12975	76040	1.7196	47259	47423	\$ 0.0122	\$ 578.56
13-Aug-22	828	15251	80900	1.7196	50280	50439	\$ 0.0122	\$ 615.36
13-Aug-22	829	15252	79120	1.7196	49173	49349	\$ 0.0122	\$ 602.06
15-Aug-22	830	15253	86720	1.7196	53897	53332	\$ 0.0122	\$ 650.65
15-Aug-22	831	12979	70120	1.7196	43580	43095	\$ 0.0122	\$ 525.76
15-Aug-22	832	15256	86740	1.7196	53909	53311	\$ 0.0122	\$ 650.39
15-Aug-22	833	15257	74740	1.7196	46451	45942	\$ 0.0122	\$ 560.49
15-Aug-22	834	15260	86740	1.7196	53909	53304	\$ 0.0122	\$ 650.31
15-Aug-22	835	15262	73440	1.7196	45643	45126	\$ 0.0122	\$ 550.54
15-Aug-22	836	15263	83500	1.7196	51896	53303	\$ 0.0122	\$ 650.30
15-Aug-22	837	15265	73680	1.7196	45792	45277	\$ 0.0122	\$ 552.38
16-Aug-22	838	15266	86720	1.7196	53897	53339	\$ 0.0122	\$ 650.74
16-Aug-22	839	15267	74200	1.7196	46116	45613	\$ 0.0122	\$ 556.48
16-Aug-22	840	15269	86720	1.7196	53897	53316	\$ 0.0122	\$ 650.46
16-Aug-22	841	15270	73500	1.7196	45681	45190	\$ 0.0122	\$ 551.32
16-Aug-22	842	15272	86780	1.7196	53934	53335	\$ 0.0122	\$ 650.69
16-Aug-22	843	15273	73020	1.7196	45382	44894	\$ 0.0122	\$ 547.71
16-Aug-22	844	15275	86720	1.7196	53897	53310	\$ 0.0122	\$ 650.38
16-Aug-22	845	15276	73540	1.7196	45705	45188	\$ 0.0122	\$ 551.29
17-Aug-22	846	15277	86800	1.7196	53947	53335	\$ 0.0122	\$ 650.69
17-Aug-22	844	15278	74080	1.7196	46041	45580	\$ 0.0122	\$ 556.08
17-Aug-22	848	15279	88320	1.7196	54891	54308	\$ 0.0122	\$ 662.56
17-Aug-22	849	15280	71080	1.7196	44177	43742	\$ 0.0122	\$ 533.65
17-Aug-22	850	15283	86700	1.7196	53884	53297	\$ 0.0122	\$ 650.22
17-Aug-22	851	15284	73880	1.7196	45917	39383	\$ 0.0122	\$ 480.47
17-Aug-22	852	15285	86620	1.7196	53835	53292	\$ 0.0122	\$ 650.16
17-Aug-22	853	15286	74180	1.7196	46103	45504	\$ 0.0122	\$ 555.15
18-Aug-22	854	15287	85400	1.7196	53076	53272	\$ 0.0122	\$ 649.92
18-Aug-22	855	15288	74340	1.7196	46203	46366	\$ 0.0122	\$ 565.67
18-Aug-22	856	15292	85560	1.7196	53176	53359	\$ 0.0122	\$ 650.98
18-Aug-22	857	15293	74360	1.7196	46215	46390	\$ 0.0122	\$ 565.96
18-Aug-22	858	15295	83920	1.7196	52157	52386	\$ 0.0122	\$ 639.11
18-Aug-22	859	15296	75840	1.7196	47135	47273	\$ 0.0122	\$ 576.73
18-Aug-22	860	15298	82340	1.7196	51175	51332	\$ 0.0122	\$ 626.25
18-Aug-22	861	15299	77520	1.7196	48179	48335	\$ 0.0122	\$ 589.69
19-Aug-22	862	15300	86640	1.7196	53847	53315	\$ 0.0122	\$ 650.44
19-Aug-22	863	15301	73780	1.7196	45855	45393	\$ 0.0122	\$ 553.79
19-Aug-22	864	15303	91460	1.7196	56843	56271	\$ 0.0122	\$ 686.51
19-Aug-22	865	15305	45720	1.7196	43095	42638	\$ 0.0122	\$ 520.18
19-Aug-22	866	15308	99340	1.7196	61740	57232	\$ 0.0122	\$ 698.23
19-Aug-22	867	15306	59980	1.7196	37278	40789	\$ 0.0122	\$ 497.63
20-Aug-22	868	15311	93040	1.7196	57825	57223	\$ 0.0122	\$ 698.12
22-Aug-22	869	15312	63960	1.7196	39751	39355	\$ 0.0122	\$ 480.13
22-Aug-22	870	15313	89840	1.7196	55836	55270	\$ 0.0122	\$ 674.29
22-Aug-22	871	15315	70380	1.7196	43741	43232	\$ 0.0122	\$ 527.43
22-Aug-22	872	15316	86660	1.7196	53860	53309	\$ 0.0122	\$ 650.37
22-Aug-22	873	15317	73940	1.7196	45954	45464	\$ 0.0122	\$ 554.66
22-Aug-22	874	15319	86500	1.7196	53760	53202	\$ 0.0122	\$ 649.06
22-Aug-22	875	15320	74120	1.7196	46066	45558	\$ 0.0122	\$ 555.81
22-Aug-22	876	15321	86660	1.7196	53860	53276	\$ 0.0122	\$ 649.97
23-Aug-22	877	15322	74560	1.7196	46339	45878	\$ 0.0122	\$ 559.71
23-Aug-22	878	15323	88260	1.7196	54854	54314	\$ 0.0122	\$ 662.63
23-Aug-22	879	15325	71460	1.7196	44413	43969	\$ 0.0122	\$ 536.42
23-Aug-22	880	15326	88500	1.7196	55003	54305	\$ 0.0122	\$ 662.52
23-Aug-22	881	15327	72560	1.7196	45096	44516	\$ 0.0122	\$ 543.10
23-Aug-22	882	15328	86560	1.7196	53797	53288	\$ 0.0122	\$ 650.11
23-Aug-22	883	15329	74240	1.7196	46140	45655	\$ 0.0122	\$ 556.99
24-Aug-22	884	15330	86900	1.7196	54009	53335	\$ 0.0122	\$ 650.69
24-Aug-22	885	15331	74940	1.7196	46576	45966	\$ 0.0122	\$ 560.79
24-Aug-22	886	15333	86620	1.7196	53835	53298	\$ 0.0122	\$ 650.24
24-Aug-22	887	15335	72900	1.7196	45308	44825	\$ 0.0122	\$ 546.87
24-Aug-22	887	15337	86900	1.7196	54009	53322	\$ 0.0122	\$ 650.53
24-Aug-22	888	15338	74360	1.7196	46215	45638	\$ 0.0122	\$ 556.78
24-Aug-22	889	15341	86920	1.7196	54021	53301	\$ 0.0122	\$ 650.27
24-Aug-22	889	15342	74240	1.7196	46140	45546	\$ 0.0122	\$ 555.66
25-Aug-22	890	12234	87040	1.7196	54096	54314	\$ 0.0122	\$ 662.63
25-Aug-22	891	15343	72860	1.7196	45283	44541	\$ 0.0122	\$ 554.38
25-Aug-22	892	15346	79240	1.7196	49248	49392	\$ 0.0122	\$ 602.58
26-Aug-22	893	15348	80560	1.7196	50068	50239	\$ 0.0122	\$ 612.92
26-Aug-22	894	15350	87240	1.7196	54220	54389	\$ 0.0122	\$ 663.55
26-Aug-22	895	15351	72900	1.7196	45308	45414	\$ 0.0122	\$ 554.05
26-Aug-22	896	15352	87720	1.7196	54518	54730	\$ 0.0122	\$ 667.71

26-Aug-22	897	15354	72040	1.7196	44773	44950	\$ 0.0122	\$ 548.39
27-Aug-22	898	15356	88640	1.7196	55090	54422	\$ 0.0122	\$ 663.95
27-Aug-22	899	15357	69160	1.7196	42983	42432	\$ 0.0122	\$ 517.67
27-Aug-22	900	15358	87760	1.7196	54543	54701	\$ 0.0122	\$ 667.35
27-Aug-22	901	15359	71720	1.7196	44574	44666	\$ 0.0122	\$ 544.93
27-Aug-22	902	15360	87260	1.7196	54232	54396	\$ 0.0122	\$ 663.63
27-Aug-22	903	15361	72800	1.7196	45245	45384	\$ 0.0122	\$ 553.68
27-Aug-22	904	15362	87420	1.7196	54332	54501	\$ 0.0122	\$ 664.91
27-Aug-22	905	15363	72460	1.7196	45034	45229	\$ 0.0122	\$ 551.79
29-Aug-22	906	15364	85640	1.7196	53226	53411	\$ 0.0122	\$ 651.61
29-Aug-22	906	15365	74180	1.7196	46103	46252	\$ 0.0122	\$ 564.27
29-Aug-22	908	15367	85820	1.7196	53337	53511	\$ 0.0122	\$ 652.83
29-Aug-22	909	15369	73920	1.7196	45942	46134	\$ 0.0122	\$ 562.83
29-Aug-22	910	15371	85680	1.7196	53250	53423	\$ 0.0122	\$ 651.76
29-Aug-22	911	15372	74320	1.7196	46190	46332	\$ 0.0122	\$ 565.25
29-Aug-22	912	15373	82560	1.7196	51311	51473	\$ 0.0122	\$ 627.97
29-Aug-22	913	15374	77380	1.7196	48092	48240	\$ 0.0122	\$ 588.53
30-Aug-22	914	15376	85660	1.7196	53238	53436	\$ 0.0122	\$ 651.92
30-Aug-22	915	15377	74300	1.7196	46178	46319	\$ 0.0122	\$ 565.09
30-Aug-22	916	15379	85620	1.7196	53213	53406	\$ 0.0122	\$ 651.55
30-Aug-22	917	15380	74280	1.7196	46165	46316	\$ 0.0122	\$ 565.06
30-Aug-22	918	15381	85660	1.7196	53238	53407	\$ 0.0122	\$ 651.57
30-Aug-22	919	15383	74360	1.7196	46215	46366	\$ 0.0122	\$ 565.67
31-Aug-22	920	15384	87080	1.7196	54121	53457	\$ 0.0122	\$ 652.18
31-Aug-22	921	15385	74240	1.7196	46140	45548	\$ 0.0122	\$ 555.69
31-Aug-22	922	15386	87040	1.7196	54096	53411	\$ 0.0122	\$ 651.61
31-Aug-22	923	15387	72900	1.7196	45308	44738	\$ 0.0122	\$ 545.80
							Grand Total	\$ 106,583.41

Legend	
Info Required	Missing Liter Info
PREM	Weekend Loading - <i>Additional Charges apply</i>
Liters Transferred	Total Liters Transfer from Skyeve TL BOL Ticket
Transfer Rate	Contract TL Transfer Rate per Liter
Total Invoice Amount	Total Invoice Amount (per month)

This is Exhibit "RR" 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", is positioned above a horizontal line.

A Commissioner, etc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

OTE USA LLC,
a Michigan limited liability company,

Plaintiff,

Case No.:

Hon.

v.

COMPLAINT

ORIGINAL TRADERS ENERGY LP,
a Canadian limited partnership,

Defendant.

Plaintiff OTE USA LLC (“OTE USA”), for its Complaint against Defendant Original Traders Energy LP (“Original Traders”), states as follows:

Parties, Jurisdiction, and Venue

1. OTE USA is a Michigan limited liability company, with its principal place of business in East Lansing, Michigan. OTE USA’s sole member is a Michigan corporation with its principal place of business in Michigan.

2. Original Traders is a Canadian limited partnership with its principal place of business in Ontario, Canada. Upon information and belief, Original Traders’ general partner is a Canadian corporation with its principal place of business in Canada. Upon information and belief, no partner within Original Traders is located in Michigan.

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(2) as the amount in controversy exceeds \$75,000, exclusive of interest and costs, and the parties are not citizens of the same state.

4. OTE USA and Original Traders contractually consented to personal jurisdiction in this Court: “If either party brings against the other party any proceeding arising out of this Agreement, that party will bring that proceeding only in the United States District Court for the District of Michigan or in any state court of Michigan.” (Agreement, Product Sales Terms at § 13.)

5. Venue is proper in this Court under 28 U.S.C. § 1391(2) and (3) given delivery of the fuel at issue took place at designated terminals in Shelby County and Wayne County, Michigan and because Original Traders consented to jurisdiction in this district pursuant to the Agreement at issue.

The Parties’ Agreement

6. On or about June 1, 2022, Original Traders as buyer, and OTE USA as seller, entered into a Supply Agreement under which OTE USA agreed to supply certain fuel to Original Traders at agreed-upon prices.

7. The Supply Agreement expressly incorporates by reference Product Sales Terms, which are attached to the Supply Agreement. The Agreement includes a Michigan choice of law provision and expressly excludes application of the United Nations Convention on Contracts for the International Sale of Goods. The Supply

Agreement and Product Sales Terms are collectively referred to herein as the “Agreement.”¹

8. Pursuant to the Agreement, each month, Original Traders was to submit a “written nomination” to OTE USA for its purchase of fuel, specifying the monthly quantity of fuel (in gallons) it intends to purchase at specified terminal locations (the “Nomination”). OTE USA then had three business days after receipt to accept or reject each monthly nomination.

9. In the event Original Traders failed to timely submit a Nomination for a delivery month, or if OTE USA rejected a Nomination and the parties were unable to agree to an adjustment of the Nomination within two business days of OTE USA’s rejection, the Agreement provides that the applicable accepted Nomination for the immediately preceding delivery month will be deemed the accepted Nomination for the delivery month.

10. Under the Agreement, during each month, Original Traders was required to purchase at least 90% of the fuel contemplated by the accepted Nomination at the associated terminals, and OTE USA was not required to supply fuel for Original Traders’ purchases in amounts greater than 100% of the applicable accepted Nomination.

¹ In light of the confidential designation contained in the Agreement, OTE USA has refrained from attaching a copy to this Complaint.

11. Fuel was lifted, i.e. loaded, onto tankers at designated terminals and then transported by third-party transportation logistics companies by way of road or rail to Original Traders' designated locations in Canada. When fuel was transported by road, it generally arrived at Original Traders' designated locations within 24 hours of being lifted. Fuel that had been transported by rail generally arrived at Original Traders' designated locations five to seven days after being lifted.

12. Once fuel was lifted at the designated terminals, the third-party supplier of fuel would send an invoice to OTE USA for the lifted fuel, and in turn, OTE USA would send an invoice to Original Traders for that fuel. Invoices were typically sent from OTE USA to Original Traders approximately two to three days after the fuel was lifted.

13. The invoices OTE USA sent pursuant to the Agreement specified a payment term of "Net 05," meaning that payment was due within five days of the invoice date.

14. Under the Agreement, payment terms are subject to change by OTE USA at any time. On August 10, 2022, OTE USA advised Original Traders that OTE USA reserved the right to apply payments to Original Traders' open balance as it saw fit.

15. Pursuant to the Agreement, if OTE USA does not receive payment when due, it may impose a 2% late payment charge, and if a lawsuit is filed to collect, OTE USA is entitled to recover its attorney's fees and court costs.

16. Under the Agreement, OTE USA also reserves the right to reclaim fuel for which it was not paid, and to resell that fuel at Original Traders' expense.

Original Traders Defaults on its Payment Obligations

17. For months, the parties performed pursuant to the Agreement, whereby OTE USA supplied fuel to Original Traders in exchange for monetary payment from Original Traders to OTE USA.

18. However, beginning in August 2022, Original Traders defaulted on its payment obligations and ceased making payments for fuel it purchased pursuant to the Agreement.

19. Specifically, from August 4, 2022 through September 7, 2022, Original Traders failed to pay 111 invoices for fuel it purchased, resulting in an open balance of USD \$4,909,457.42 (the "Invoices"). After assessing the 2% late payment penalty under the Agreement, the total open balance due from Original Traders to OTE USA as of January 12, 2023, is USD \$5,320,458.56 (the "Outstanding Balance").

The Segregated Fuel

20. At the time of Original Traders' default, 41 rail-cars worth of fuel nominated by Original Traders were in the possession of a third-party carrier and in the process of being transported to Original Traders' designated location.

21. In accordance with the Agreement and Michigan law, OTE USA directed the carrier to stop delivery of that fuel, prior to final delivery (the "Undelivered Fuel").

22. OTE USA has since resold ten rail-carloads of the Undelivered Fuel to three (3) third-parties in exchange for payment (the "Recovered Amount"). The Recovered Amount totals \$1,217,606.25 (USD), which is approximately one-fifth of the Outstanding Balance.

23. As of the date of this filing, the remainder of the Undelivered Fuel that has not been resold (the "Segregated Fuel"), is being stored at a third-party private rail company in Sudbury, Ontario, Canada in exchange for a daily rental fee.

OTE USA's Repeated Demands Payment from Original Traders

24. Of the Invoices at issue, 29 pertain to fuel transported to Original Traders' designated locations via road, and upon information and belief, that fuel has already been resold by Original Traders (the "Delivered Fuel"). The portion of

the total Invoices pertaining to the Delivered Fuel is USD \$1,223,265.01 (the “Delivered Fuel Balance”).

25. The remaining 82 unpaid Invoices pertain to the Undelivered Fuel. The portion of the Invoices amount pertaining to the Undelivered Fuel less the Recovered Amount is \$2,468,586.16 USD (the “Segregated Fuel Balance”).

26. On September 8, 2022, OTE USA’s representative sent email correspondence to Original Traders’ representative advising that, based on “yesterday’s aging and assuming no payment today or tomorrow, a 2% late fee / Reactivation fee in the amount in the amount of \$60,010.36 will need to be paid in addition to your payments.” OTE USA’s representative further advised that on “Monday September 12th [Original Traders] will have to make a payment of \$4,755,278.43 which includes the outstanding amount of \$4,695,268.07 plus a late fee of \$60,010.36” and indicated that “[t]his penalty can be avoided by making payment today in the amount of \$1,270,757.76 and tomorrow in the amount of \$1,230,178.23.”

27. That same day, Original Traders representative responded “Gen 7 pays their \$8 000 000 plus outstanding gas bill, [Original Traders] pays OTE USA.” In other words, Original Traders advised that once it received payment from its customer, “Gen 7,” Original Traders would pay OTE USA.

28. On November 3, 2022, OTE USA's representative sent another email correspondence to Original Traders' representative, attaching a copy of its aging report as of November 3, 2022, and instructing Original Traders to "remit payment at [its] earliest convenience." Original Traders did not respond.

29. A week later, on November 10, 2022, OTE USA's representative sent yet another email correspondence to Original Traders' representative, attaching a copy of its aging report as of November 10, 2022 and advising Original Traders, again, to "remit payment at [its] earliest convenience." The aging report attached to the OTE USA's representative's November 10, 2022 email communication identifies, for each unpaid Invoice, its respective due date, days past due, amount, and open balance with 2% late payment penalty, along with the total Outstanding Balance. Original Traders, again, did not respond.

30. OTE USA has continued to send emails to Original Traders each and every business day demanding that Original Traders pay the Outstanding Balance. Original Traders had not responded.

31. Nothing in the Agreement or otherwise permits Original Traders to refuse to pay OTE USA the Outstanding Balance less the Recovered Amount for fuel it accepted pursuant to the Agreement based on non-payment or late payment of Original Traders' customers.

Count I – Breach of Contract as to the Delivered Fuel

32. OTE USA incorporates by reference all preceding paragraphs.

33. The Agreement between OTE USA and Original Traders is a valid and enforceable contract.

34. OTE USA has fulfilled its obligations under the Agreement.

35. Original Traders has breached the Agreement by failing to pay the Delivered Fuel Balance pursuant to the payment obligations set forth in the Agreement.

36. As a direct and proximate result of Original Traders breach of the Agreement, OTE USA has suffered and will continue to suffer damages, including, but not limited to, the Delivered Fuel Balance, together with the 2% late payment charge, interest, costs and attorney's fees incurred in enforcing OTE USA's rights under the Agreement.

Count II – Breach of Contract as to the Segregated Fuel

37. OTE USA incorporates by reference all preceding paragraphs.

38. The Agreement between OTE USA and Original Traders is a valid and enforceable contract.

39. OTE USA has fulfilled its obligations under the Agreement.

40. Original Traders breached the Agreement by failing to pay the Segregated Fuel Balance.

41. OTE USA exercised its right under Michigan law to stop the delivery of the Segregated Fuel by the third-party carrier in light of the Outstanding Balance. *See* MCL 440.2705.

42. Upon payment of the Segregated Fuel Balance plus an amount equal to the storage fees associated with the Undelivered Fuel, any other incidental and/or consequential damages, and OTE USA's attorney's fees and costs, OTE USA will direct the third-party carrier to release the Segregated Fuel to Original Traders.

43. As a direct and proximate result of Original Traders' breach of the Agreement, OTE USA has suffered and will continue to suffer damages, including, but not limited to, the Segregated Fuel Balance, together with the 2% late payment charge, the ensuing rental fees assessed by the third-party private rail company, interest, costs and attorney's fees incurred in enforcing OTE USA's rights under the Agreement.

Count III- Unjust Enrichment as to Delivered Fuel

44. OTE USA incorporates by reference all preceding paragraphs.

45. Original Traders received a financial benefit from OTE USA in the form of the Delivered Fuel in an amount equating to the Delivered Fuel Balance that OTE USA supplied and which Original Traders unequivocally accepted and did not return.

46. Although Original Traders accepted the Delivered Fuel supplied by OTE USA, it failed to pay OTE USA the Delivered Fuel Balance.

47. Original Traders' failure to pay the Delivered Fuel Balance to OTE USA has resulted in an inequity, as OTE USA has lost significant time, resources and money supplying fuel for which it was not compensated.

WHEREFORE, OTE USA respectfully requests judgment in its favor and the following relief:

- A. That OTE USA be awarded damages from Original Trader in the amount of the Outstanding Balance less the Recovered Amount, plus interest and any incidental and consequential damages, including, but not limited to, any ensuing charges assessed by the third-party carrier holding the Segregated Fuel;
- B. That OTE USA be awarded its costs and reasonable attorney's fees associated with this action pursuant to the Agreement;
- C. That OTE USA be awarded both pre-judgment and post-judgment interest in an amount to be determined; and
- D. That the Court award any other relief that it deems just and proper under the circumstances.

Respectfully submitted,

Dated: January 19, 2023

By: /s/Brian Wassom
WARNER NORCROSS + JUDD LLP
Brian Wassom (P60381)
45000 River Ridge Dr., Ste. 300
Clinton Twp., MI 48038
(586) 303-4139
bwassom@wnj.com

Katherine L. Pullen (P74511)
2715 Woodward Ave., Ste. 300
Detroit, MI 48201
(313) 546-6000
kpullen@wnj.com

Attorneys for Plaintiff

This is Exhibit "SS" 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", is positioned above a horizontal line.

A Commissioner, etc.



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

(Court Seal)

CLAYBAR CONTRACTING INC.

Plaintiff

and

ORIGINAL TRADERS ENERGY LTD., and
ORIGINAL TRADERS ENERGY LP

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

-2-

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$[amount] for costs, within the time for serving and filing your Statement of Defence you may move to have this proceeding dismissed by the Court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400 for costs and have the costs assessed by the Court.

Date _____ Issued by _____
Local Registrar

Address of 45 Main Street E.
court office: Hamilton ON L8N 2B7

TO: **ORIGINAL TRADERS ENERGY LTD.**
7331 Indian Line Road
Wilsonville, ON N0E 1Z0

AND TO: **ORIGINAL TRADERS LIMITED PARTNERSHIP**
7331 Indian Line Road
Wilsonville, ON N0E 1Z0

-3-

CLAIM

1. The Plaintiff, Claybar Contracting Inc. (“**Claybar**”), claims as against the Defendants, Original Traders Energy Limited Partnership (“**OTE LP**”) and Original Traders Energy Ltd. (“**OTE Ltd.**”) in its corporate capacity and as the general partner in OTE LP:
 - (a) payment in the sum of \$3,584,883.87:
 - (i) as damages for breach of contract and/or breach of trust;
 - (ii) alternatively, as restitution to the plaintiff of the reasonable value of the work, services, and materials supplied by the plaintiff to the defendant, to the detriment of the plaintiff and the benefit of the defendant, all on the basis of *quantum meruit* and/or unjust enrichment;
 - (b) punitive and exemplary damages in the amount of \$250,000.00;
 - (c) an accounting and/or tracing order for all funds arising from the breach of trust by OTE LP and OTE Ltd. into any funds, real property or personal property, however held, and granting constructive trusts or any necessary remedy to effect or permit such tracing;
 - (d) pre-judgment and post-judgment interest pursuant to the *Court of Justice Act*, R.S.O. 1990, C-43, as amended;
 - (e) the costs of this proceeding on a substantial indemnity basis, plus all applicable taxes; and

-4-

(f) such further and other relies as to this Honourable Court may seem just.

THE PARTIES

2. The Plaintiff, Claybar, is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business as a supplier and distributor of construction services and related materials.
3. The Defendant, OTE LP, is a limited partnership created pursuant to the laws of the Province of Ontario. OTE LP is the limited partnership for the Projects (as defined below). OTE Ltd. is the general partner of OTE LP.
4. The Defendant, OTE Ltd., is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on business as a supplier and distributor of gasoline and diesel fuel products to First Nations across Canada.

OVERVIEW

5. The defendant, OTE LP, is the owner of the three petroleum blending plants identified as the Whitefish Blending Plant located at WLFN Industrial Park LOT 14, Naughton, Ontario (the “**Whitefish Project**”), the Fort Frances Blending Plant located at Frog Creek Road, in the Couchiching First Nation (the “**Fort Frances Project**”), and the Six Nations Blending Plant located at 7263 Indian Line Road, Scotland, Ontario (the “**Six Nations Project**”) (collectively, the “**Projects**”).

-5-

6. In 2022, OTE LP and OTE Ltd. entered into three construction contracts for the design and supply of services, materials and improvements to the Projects (each a “**Contract**” and collectively, the “**Contracts**”).
7. Claybar completed the Whitefish Project and the Six Nations Project, and has completed the below ground work for the Fort Frances Project. All services supplied by Claybar were completed in a timely and workmanlike manner and built according to the applicable codes and/or regulations.
8. OTE LP and OTE Ltd. have breached the Contracts and have failed to pay Claybar the full amount outstanding on the Projects and are liable to Claybar for losses and damages.

WHITEFISH PROJECT

9. On or about February 22, 2022, OTE LP and OTE Ltd. entered into a Contract with Claybar for the design and construction of the Whitefish Project.
10. As of September 30, 2022, Claybar completed the Whitefish Project.
11. Claybar invoiced OTE LP in the amount of \$6,667,200.00 for the services and materials supplied to the Whitefish Project.
12. OTE LP has paid Claybar the sum of \$6,357,889.00, and accordingly, \$309,331.00 remains due and outstanding. OTE LP and OTE Ltd. have failed and/or refused to render payment to Claybar. As a result, OTE LP and OTE Ltd. are in breach of the Contract. OTE LP and OTE Ltd. have no juristic reason for failing to render complete payment to Claybar.

-6-

SIX NATIONS PROJECT

13. On or about June 2, 2022, OTE LP and OTE Ltd. entered into a Contract with Claybar for the design and construction of the Six Nations Project.
14. As of September 30, 2022, Claybar completed the Six Nations Project.
15. Claybar invoiced OTE LP in the amount of \$348,998.00 for the services and materials supplied to the Six Nations Project.
16. OTE LP has paid Claybar the sum of \$133,998.00 and accordingly, \$215,000.00 remains due and outstanding. OTE LP and OTE Ltd. have failed and/or refused to render payment to Claybar. As a result, OTE LP and OTE Ltd. are in breach of the Contract. OTE LP and OTE Ltd. have no juristic reason for failing to render complete payment to Claybar.

FORT FRANCES PROJECT

17. On or about May 16, 2022, OTE LP and OTE Ltd. entered into a contract with Claybar for the design and construction of the Fort Frances Project.
18. In or around October 2022, OTE LP and OTE Ltd. requested that Claybar stop work on the Fort Frances Project due to incoming inclement winter weather and the associated increased costs to continue the project during the prohibitive winter months.
19. At the time of pleading, all the below ground work on the Fort Frances Project has been completed.

-7-

20. Claybar invoiced OTE LP in the amount of \$3,360,552.68 for the services and materials supplied to the Fort Frances Project.
21. OTE LP has paid Claybar the sum of \$300,000.00 and accordingly, \$3,060,552.68 remains due and outstanding. OTE LP and OTE Ltd. have failed and/or refused to render payment to Claybar. As a result, OTE LP and OTE Ltd. are in breach of the Contract. OTE LP and OTE Ltd. have no juristic reason for failing to render complete payment to Claybar.

BREACH OF TRUST

22. Claybar states that the defendants, OTE LP and OTE Ltd., or certain of them were, entrusted with the funds for the Projects under the Contracts to be paid to Claybar.
23. Claybar states that the defendants, OTE LP and OTE Ltd., have misappropriated and/or converted the funds held in trust to pay Claybar for the work incurred on the Projects.

RELIEF SOUGHT

24. Claybar respectfully submits that on the basis of the foregoing, it is entitled to the relief set out in paragraphs one and two herein.
25. Claybar's damages for breach of contract and breach of trust are the total expenditure to complete the Projects notwithstanding the amounts already paid by OTE LP by November 1, 2022. Accordingly, Claybar's damages are \$3,584,883.87.
26. In the alternative, Claybar states that by reason of the furnishing of its material and services to the Projects it has enhanced the value of the Projects and that the defendants have

-8-

received the benefit of same and have been unjustly enriched in the amount of \$3,584,883.87 at the expense of and to the detriment of the plaintiff. The defendants have no juristic reason for failing to render complete payment to Claybar. The plaintiff pleads and relies upon the doctrine of unjust enrichment.

27. In the further alternative, the plaintiff states that it has supplied the materials and services and remains unpaid in the amount of \$3,584,883.87, thereby improving the value of the Projects and the request of and to the benefit of the defendants and the defendants have been unjustly enriched thereby in an amount of \$3,584,883.87 which the plaintiff claims restitution of and from the defendants. The plaintiff therefore claims from the defendants the sum of \$3,584,883.87 on the basis of *quantum meruit*.
28. Claybar pleads it is entitled to a tracing order with respect to all funds misappropriated by the defendants, into any funds, real property or personal property, however held, and that constructive trusts or other necessary remedy ought to be granted to effect or permit such tracing and to protect Claybar's interest in the funds.
29. Claybar therefore claims judgment against all the defendants, jointly and severally, for the amount of \$3,584,883.87.
30. Claybar states that the defendants have acted in bad faith by avoiding their obligations to Claybar under the Projects and Contracts. Claybar states that the conduct of the defendants is such that it has caused financial hardship to Claybar.

CLAYBAR CONTRACTING INC.
Plaintiff

-and-

ORIGINAL TRADERS ENERGY LTD., et al.
Defendants

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
HAMILTON

STATEMENT OF CLAIM

GARDINER ROBERTS LLP

Lawyers

Bay Adelaide Centre, East Tower
22 Adelaide Street West, Suite 3600
Toronto ON M5H 4E3

Chris Junior (70330B)

Tel: (416) 865-4011
cjunior@grlp.com

Tel: (416) 865-6600

Lawyers for the Plaintiff,
Claybar Contracting Inc.

Email for party served:
Original Traders Energy Ltd.: [email]
Original Traders Energy LP: [email]

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

A handwritten signature in blue ink, appearing to read "Samuel Hill", is positioned above a horizontal line.

A Commissioner, etc.



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N :

(Court Seal)

MCDUGALL ENERGY INC.

Plaintiff

and

**NEIL JOSEPH HERBERT;
NEIL JOSEPH HERBERT cob as S & N CONVENIENCE; ABC CO.;
JOHN DOE AND ORIGINAL TRADERS ENERGY LP; ORIGINAL
TRADERS ENERGY LTD.**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

-2-

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TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date _____ Issued by _____
Local Registrar

Address of 420 Queen Street East, Suite 100
court office: Sault Ste. Marie ON P6A 1Z7

TO: Neil Joseph Herbert
Bekanon Road
Byng Inlet ON POG 1B0

AND TO: Neil Joseph Herbert,
c.o.b. as S&N CONVENIENCE
Bekanon Road
Byng Inlet ON P0G1B0

AND TO: ABC Co.

AND TO: John Doe

AND TO: Original Traders Energy LP
1110 Brant County Hwy 54
Unit 3
Caledonia ON N3W 2G9

AND TO: Original Traders Energy Ltd.
7331 Indian Line Road
Wilsonville Ontario

-3-

CLAIM

1. The Plaintiffs claim against the Defendants, Neil Joseph Herbert and Neil Joseph Herbert carrying on business as S & N Convenience, ABC Co. and John Doe (hereinafter "Herbert Defendants") on a joint and several basis, as follows:

a. An interim, interlocutory and permanent injunction and mandatory order restraining and prohibiting the Herbert Defendants, and any of their respective officers, directors, shareholders, employees, agents, contractors, affiliated corporations or other entities, or any person acting on their instructions or on their behalf, either individually or in partnership or jointly or in conjunction with any other individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government agency and any other form or entity or organization (collectively "any Person"), directly or indirectly in any manner whatsoever at 49B Beckanon Road, Britt, ON (hereinafter the "Retail Premises") from:

- i. taking any steps to carry on, engage or participate in, or otherwise be involved or financially interested in, the business of retail sale of Petroleum Products without purchase of Petroleum Products from the Plaintiff,
- ii. assisting any Person to carry on, participate in, or otherwise be involved or financially interested in, the business of retail sale of

-4-

Petroleum Products without purchase of Petroleum Products from the Plaintiff;

- iii. having any direct or indirect interest or concern in or with any Person, if any part of the activities of such Person consists of any business or entity or activity that directly or indirectly engages in the business retail sale of Petroleum Products without purchase of Petroleum Products from the Plaintiff,
- iv. requiring the Herbert Defendants to purchase Petroleum Products exclusively from the Plaintiff until September 30, 2028 and for a minimum of 15,000,000 litres.

b. General damages in the sum of \$10,000,000.00 for:

- i. Inducing breach of contract and interference with economic relations;
- ii. Conspiracy to cause injury and harm;
- iii. Breach of duty of good faith and fair dealing;
- iv. Loss of goodwill and future profits;
- v. Unjust enrichment, and,
- vi. An accounting in respect of all sales of Petroleum Products to any person directly or indirectly in any manner whatsoever at 49B Beckanon Road, Britt, ON.

2. The Plaintiff's claim against the Defendants Original Traders Energy LP and Original Traders Energy Ltd. (hereinafter "OTE") as follows:

-5-

- (a) An interim, interlocutory, and permanent injunction and mandatory order restraining and prohibiting OTE and any of their respective officers, directors, shareholders, employees, agents, contractors, affiliated corporations or other entities, or any person acting on their instructions or on their behalf, either individually or in partnership or jointly or in conjunction with any other individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government agency and any other form or entity or organization (collectively "any Person"), directly or indirectly in any manner whatsoever from delivering Petroleum Products to 49B Beckanon Road, Britt, ON
- (b) General damages in the sum of \$10,000,000.00 for:
 - (i) Inducing breach of contract and interference with economic relations;
 - (ii) Conspiracy to cause injury and harm,
 - (iii) Breach of duty of good faith and fair dealing;
 - (iv) Wrongful appropriation of customers and business
 - (v) Loss of goodwill and future profits,
 - (vi) Unjust enrichment, and,
 - (vii) an accounting in respect of all sales of Petroleum Products to any person directly or indirectly in any manner whatsoever at 49B

-6-

Beckanon Road, Britt, ON., and all acts of wrongful competition, and solicitation outlined herein.

3. The Plaintiff claims against all Defendants:

- (a) Punitive, exemplary or aggravated damages in the sum of \$1,000,000.00
- (b) Prejudgment and postjudgment interest in accordance with the *Courts of Justice Act* (Ontario),
- (c) Costs on a substantial indemnity basis, and,
- (d) Such further and other relief as to this Honourable Court may seem just.

THE PARTIES

4. The Plaintiff is a corporation duly incorporated pursuant to the provisions of the *Business Corporations Act* (Ontario) with their head offices situate in Sault Ste. Marie, Ontario. At all material times the Plaintiff was engaged in *inter alia* the supply of Petroleum Products to both retail sites for resale and directly to customers.

5. The Defendants Neil Joseph Herbert and Neil Joseph Herbert carrying on business as S & N Convenience carried on the business of retail motor fuels sales at 49B Beckanon Road, Britt, On (the "Retail Premises").

-7-

6. The Defendant Original Traders Energy LP is an Ontario Limited Liability Partnership having its principal place of business at 1110 Brant Hwy 54, Unit 3, Caledonia, Ontario

7. The Defendant Original Traders Energy Limited is a corporation duly incorporated pursuant to the provision of the *Business Corporations Act* (Ontario) having its registered head office situate at 7331 Indian Line Road, Wilsonville, Ontario.

8. At all material times Original Traders Energy LP and/or Original Traders Energy Ltd. (collectively "OTE") supplied Petroleum Products to First Nations owners.

9. The Defendant ABC Co. is a company or other legal entity who is currently carrying on business or intending on carrying on business at the Retail Site under the Gen7 brand or otherwise.

10. The Defendant John Doe is a person, partnership or sole proprietorship or other legal entity who is carrying on business or intending on carrying on business at the Retail Site under the Gen7 brand or otherwise.

EXCLUSIVE SUPPLY AGREEMENT

11. On August 22, 2018 the Plaintiff entered into a Supply Agreement (Pump Brand) (hereinafter "Supply Agreement") with the Herbert Defendants. The Supply Agreement provided that the Herbert Defendants would purchase exclusively from the Plaintiff, various Petroleum Products.

-8-

12. The Plaintiff pleads and relies on the Supply Agreement and the provisions contained therein.

13. Pursuant to Section 1.2 of the Supply Agreement the Herbert Defendants agreed that no Petroleum Products other than those of the Plaintiff would be used, stored, sold, advertised or otherwise dealt in, either directly or on about the Retail Premises.

14. Pursuant to Section 2.1 of the Supply Agreement the Herbert Defendants agreed to display on the Retail Premises all signs, insignia and decals as may be reasonably necessary to permit the Herbert Defendants to advertise the sale of Petroleum Products purchased from the Plaintiff under the name "Pump".

15. Pursuant to section 4.1, the term of the Supply Agreement was to be for a period of ten (10) years beginning on October 1, 2018 and ending on September 30, 2028.

16. Article 5.1 of the Supply Agreement outlined that during the term of the Supply Agreement the Plaintiff was to provide the Herbert Defendants with its total requirements of Petroleum products offered for sale at the Retail Premises. Furthermore, Article 5.1 outlined that the Herbert Defendants were obligated to purchase from the Plaintiff a minimum volume commitment of fifteen million (15,000,000) litres of Petroleum Products during the term. If the dealer failed to purchase the minimum volume the term of the said agreement would automatically extend until the Herbert Defendants had purchased the minimum volume.

17. Article 13 of the Supply Agreement provided for the events of default. Pursuant to Article 13.1 the exclusive right to terminate the agreement was that of the Plaintiff.