

SCHEDULE "B"
COPIES OF DOCUMENTS

See attached.

A handwritten signature in black ink, appearing to be the initials 'R/A' or similar, located in the bottom right corner of the page.

This is Exhibit "K" 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 written above a horizontal line.

A Commissioner, etc.



LEASE AGREEMENT
(COMMERCIAL)
Made the 24th day of August, 2021



BETWEEN

CHI-ZHIINGWAAK BUSINESS PARK INC.

(the “**Landlord**”)

-and-

ORIGINAL TRADERS ENERGY LP

(the “**Tenant**”)

WHEREAS the Landlord has the required legal interest and authority in the premises to grant this Lease to the Tenant, and the Tenant wishes to lease from the Landlord the whole of Lot 13, 14 & 15 as described in Schedule B, on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the rents, covenants and obligations stipulated herein the Landlord and the Tenant have agreed to enter into a Lease of the premises known municipally as:

**Lot 13, 14 & 15
Business Park Road
Chi-Zhiingwaak Business Park
Naughton, ON
P0M 2M0**

(the “**Premises**”)

1. GRANT OF LEASE

- (a) The Landlord leases the Premises to the Tenant:
- (i) at the Rent set forth in Section 2;
 - (ii) for the Term set forth in Section 3; and
 - (iii) subject to the conditions and in accordance with the covenants, obligations, and agreements herein.
- (b) The Landlord represents and warrants that it has the required legal interest and authority in the Premises to grant this Lease. A copy of the Head Land Lease Agreement that has been approved by Chief and Council is attached as Schedule C.

2. **RENT**

- (a) **“Rent”** means the Basic Rent, the Additional Rent and Royalty.
- (b) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
 - (i) during the first five (5) years of the Term, being Lease Years 1 to 5 (as hereinafter defined), the sum of \$138,600.00 per annum, payable monthly in advance in equal instalments of \$11,550.00 based on \$2500 per acre for the total of 4.62 acres (the “Rentable Area”) on the first day of each and every month, commencing on September 1, 2021. The initial lease year shall be the period that commences on the Commencement Date (as hereinafter defined) of this Lease and that ends on the first anniversary of said Commencement Date (the “Lease Year”) and thereafter, each Lease Year shall be a period of twelve calendar months that commences on the anniversary of the said Commencement Date and that ends on the day immediately preceding the next anniversary of the Commencement Date.
 - (ii) during the next five (5) Lease Years, being Years 6 to 10, the rent shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding 5 years. Rent shall be payable monthly in advance of equal instalments on the first day of each and every month, commencing on the first day each and every month;
 - (iii) during the next five (5) Lease Years, being Years 11 to 15, the rent shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years. Rent shall be payable monthly in advance of equal instalments on the first day of each and every month, commencing on the first day each and every month;
 - (iv) during the next five (5) Lease Years, being Years 16 to 20, the rent shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years. Rent shall be payable monthly in advance of equal instalments on the first day of each and every month, commencing on the first day each and every month;
 - (v) during the next five (5) Lease Years, being Years 21 to 25, the rent shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years. Rent shall be payable monthly in advance of equal instalments on the first day of each and every month, commencing on the first day each and every month;
 - (vi) during the next five (5) Lease Years, being Years 26 to 30, the rent shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years. Rent shall be payable monthly in advance of equal instalments on the first day of each and every month, commencing on the first day each and every month;

- (vii) during the next five (5) Lease Years, being Years 31 to 35, the rent shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years. Rent shall be payable monthly in advance of equal instalments on the first day of each and every month, commencing on the first day each and every month for the balance of the Term;

(collectively, the “**Basic Rent**”).

(c) The Tenant further covenants to pay all other sums required by this Lease to be paid by them and agrees that all amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent (“**Additional Rent**”) whether or not specifically designated as such in this Lease.

(d) The Landlord and the Tenant agree that it is their mutual intention that this Lease shall be a completely carefree net lease for the Landlord:

- (i) and to effect the said intention of the parties, where the following services are supplied by and/or the following expenses are paid by the Landlord, the Tenant promises to pay the following expenses related to the Premises as Additional Rent;
 - (A) services supplied leading to the Premises, including snow clearing (including removal from abutting roadways and walkways), provided that this does not in any way oblige the Landlord to provide any services, unless otherwise agreed in this Lease;
 - (B) any tax or duty duly imposed upon or collectable by the Landlord which is measured by or based in whole or in part directly upon the Rent;
 - (C) the Landlord's reasonable administration and supervisory fee of three percent (3%) of the Basic Rent payable; and
 - (D) any real property taxes, rates, duties and assessments as may be duly imposed by Atikameksheng Anishnawbek First Nation (“AAFN”) in respect of the Premises. For clarity, the parties confirm that as of today’s date, no such tax, rates, duties or assessments are currently applicable under this Lease;
- (ii) and if any of the foregoing charges are invoiced directly to the Tenant, the Tenant shall pay same as and when they become due and produce proof of payment to the Landlord immediately if requested to do so, but the Tenant may contest or appeal any such charges at the Tenant's own expense;
- (iii) and the Tenant hereby agrees to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the expenses payable by the Tenant as provided herein;

- (iv) and if the Tenant fails to make any of the payments required by this Lease then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.

- (e) Prior to the commencement of each Lease Year, the Landlord shall notify the Tenant of its reasonable and bona fide estimate of Additional Rent for that Lease Year. The Additional Rent is estimated to be \$10,000.00 for the initial Lease Year. The Tenant shall pay such estimated amount of Additional Rent in equal monthly instalments in advance on the same dates stipulated for payment of Basic Rent in Section 2(b). From time to time during a Lease Year the Landlord may, acting reasonably, re-estimate the amount of the Additional Rent and shall fix monthly instalments for the then remaining balance of the Lease Year so that the Landlord's estimate, original or revised, of Additional Rent will have been entirely paid during that Lease Year. The Landlord shall make a final determination of Additional Rent for the relevant Lease Year within one-hundred and twenty (120) days of the Landlord's financial year end and shall provide the Tenant with a statement of the Additional Rent for the relevant Lease Year, which shall be binding upon both parties. The Landlord and the Tenant shall expeditiously make any necessary readjusting payment; provided that the Tenant may not claim a re-adjustment based solely upon any error of estimation, determination or calculation unless claimed in writing within six months after receipt of the statement of Additional Rent for the Lease Year to which the claim relates.

- (f) FUEL ROYALTY
 - (i) The Tenant shall pay a royalty per liter of gasoline or diesel sold from the premises as described in Schedule D (the “**Royalty**”).
 - (ii) The Royalty for the month shall be payable to Landlord on the fifteenth day of the following month and shall include details of the payment and calculation of the Royalty in a form satisfactory to the Landlord, acting reasonably.
 - (iii) The Tenant shall provide the Landlord with a copy of the quarterly financial statements associated with the Royalty and an annual comfort letter from its external accountants verifying the liters sold in the preceding year. The Landlord shall be entitled to make reasonable inquiries in connection therewith.
 - (iv) In the event of a dispute regarding the Royalty amount, the Landlord may require an independent audit, at its own expense. If an independent audit of the Royalty should at any time be required, the auditor of the Royalty shall be a certified chartered professional accountant. Should such independent audit of the Royalty reveal a deficiency in excess of five percent (5%) in the calculation and payment of the Royalty owed to Landlord under this Agreement, any audit fees incurred by Landlord with respect to such audit shall be paid by Tenant.
 - (v) Tenant acknowledges its primary obligation to pay the Royalty and Tenant agrees to indemnify, protect and defend Landlord from and against any loss, cost (including legal fees incurred) or liability arising from the performance or failure

of performance by Tenant hereunder or under any contractual or other arrangements entered into by Tenant.

- (vi) The Tenant shall pay the Royalty by delivery of a cheque or draft payable to Landlord's account with a bank to be designated in writing by Landlord.
- (g) All payments to be made by the Tenant pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service set out in Section 18 or to such other place as the Landlord may from time to time direct in writing.
- (h) The Tenant will, on or before September 1, 2021, pay to the Landlord \$23,100.00, and which amount shall be applied by the Landlord against the first and last month's Basic Rent.
- (i) All Rent in arrears and all sums paid by the Landlord for expenses incurred which should have been paid by the Tenant shall bear interest from the date payment was due, or made, or expense incurred, at a rate per annum equal to the prime commercial lending rate of the Landlord's bank plus five percent (5%).
- (j) The Tenant acknowledges and agrees that the payments of Rent provided for in this Lease shall be made without any deduction or set-off for any reason whatsoever unless expressly allowed by the terms of this Lease or agreed to by the Landlord in writing; and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.
- (k) The Tenant further agrees to pay or shall cause to be paid, in a timely manner on or before the date each payment is due, all accounts for all utilities servicing or consumed at the Premises including, without limitation, fuel, gas, electricity, water, storm sewer, sanitary sewer, waste management, recycling, telephone, and internet service ("Utilities"), directly to the utility provider charged with supplying such Utility. The Tenant shall, within ten (10) days following a request from the Landlord, furnish to the Landlord official receipts from the utility provider, or other evidence reasonably satisfactory to the Landlord, evidencing the payment of such amounts on or before their due dates. The Tenant shall, to the extent possible, have all Utility accounts placed in its name and all bills for Utilities sent by the utility provider to the Tenant. If the Tenant does not pay an amount for Utilities when due, then the Landlord may pay such overdue amounts plus any interest, penalties or late charges imposed by the utility provider on the overdue amounts, and the total amounts so paid by the Landlord shall then be paid by the Tenant to the Landlord as Additional Rent. For clarity, the Tenant shall directly contract for the provision of Utilities.
- (l) During the Term, the Tenant shall be responsible for and pay directly to the utility provider requiring the payment, on or before the date such payment is due, all charges, rates, fees, payments, deposits and security of any kind charged, imposed or required by utility provider relating directly to the development of the land for the Premises and/or the construction of the Premises, including, without limitation, development charges, utility connection fees, front-ending costs, utility deposits and building permit fees.
- (m) The parties agree that the Rentable Area may increase or decrease during the Term upon the completion of negotiations between the parties and a final survey, if any. Upon determination of an increase or decrease in the Rentable Area, there shall be a proportionate increase or decrease,

as the case may be, in the Basic Rent, the calculation of Additional Rent shall be adjusted, and an appropriate adjustment shall be made between the Landlord and the Tenant, if required.

3. TERM AND POSSESSION

(a) The Tenant shall have possession of the Premises for a period of thirty-five (35) years, commencing on the 1st day of September (the “**Commencement Date**”) and ending on the 31st day of August, 2056 (the “**Term**”). The Term may be extended as provided in Section 22 of this Lease (“**Renewal Period**”).

(b) Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

(c) The Landlord and Tenant agree that, notwithstanding that the improvements, including all buildings, structures, improvements, leasehold improvements, and other fixtures located now or in the future, at any time during the Term, in or on the Land, and any additions, alterations, or replacements thereto or thereof (the “**Improvements**”), aside from the Tenant’s trade fixtures, are fixtures and any rule of law that fixtures on land immediately vest in and are the absolute property of the freehold owner of that land, title to and ownership of the Improvements shall be deemed to vest in the Tenant until the expiration or earlier termination of this Lease, and upon the expiration or earlier termination of this Lease, title to and ownership of all the remaining Improvements shall automatically and immediately vest in the Landlord as in Section 3(d) of this Lease. The Tenant's title to and ownership of the Improvements until the expiration or earlier termination of this Lease shall at all times be subject to the provisions of this Lease, including, without limitation, the Landlord's rights in the remaining Improvements set out herein.

(d) At the expiration or earlier termination of this Lease:

(i) Rent shall be adjusted between the Landlord and Tenant as of the expiration or earlier termination date, with all amounts for the period up to and including such adjustment date payable by the Tenant on or before the expiration or earlier termination date;

(ii) Subject to section 6(f), the Tenant shall surrender the land and any and all remaining Improvements to the Landlord in the condition they were required by this Lease to be maintained in during the Term;

(iii) the Tenant shall remove from the Premises, or cause to be removed, all chattels and all tenant's trade fixtures, including those of the Tenant, its subtenants and all others claiming by, through or under the Tenant, other than chattels and tenant's trade fixtures that are part of the structure or building systems of any remaining Improvements, and the Tenant, at its expense, shall repair any damage to the Premises caused by such removal;

(iv) all rights and interests of the Tenant, its subtenants and all others claiming by, through, or under the Tenant (with the exception of the rights of the Landlord

arising under Section 11(b) of this Lease), shall immediately cease and terminate, and the Premises shall be vacant;

- (v) title to and ownership of any and all remaining Improvements shall automatically and immediately vest in, and such remaining Improvements shall belong to and be the absolute property of, the Landlord, without further act or conveyance, without compensation to the Tenant or to anyone else whomsoever, and free and clear from all and every lien, charge, mortgage, claim, security interest, purchase agreement, lease, and other encumbrance; and
- (vi) the Tenant shall deliver to the Landlord copies, or the originals if in the Tenant's possession, of the "as-built" plans and specifications for any and all remaining Improvements and all surveys, engineering reports, environmental reports, feasibility studies, and other similar written materials with respect to the Premises or the remaining Improvements in the Tenant's possession at the expiration or earlier termination of the Lease.

4. ASSIGNMENT

(a) The Tenant may assign, sublet, transfer or otherwise part with possession of this Lease, in whole or in part (“**Transfer**”), with the consent of the Landlord in writing, which consent will not be unreasonably withheld. For clarity’s sake, for the purposes of this section, Transfer does not include the internal and/or business restructuring or reorganization of the Tenant or, subject to section 4(d), any changes in ownership of the Tenant.

(b) The consent of the Landlord to any Transfer shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting.

(c) Any consent granted by the Landlord shall be conditional upon the assignee, sublessee, occupant executing a written agreement directly with the Landlord agreeing to be bound by all the terms of this Lease as if the assignee, sublessee, occupant or new controlling party had originally executed this Lease as tenant.

(d) Any consent given by the Landlord to any Transfer of the Tenant's interest in this Lease or in the Premises shall not relieve the Tenant from his obligations under this Lease, including the obligation to pay Rent as provided for herein.

(e) If the party originally entering into this Lease as Tenant, or any party who subsequently becomes the Tenant by way of Transfer or otherwise as provided for in this Lease, is a corporation then:

- (i) the Tenant shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Tenant unless the Landlord first consents in writing to the proposed change;
- (ii) if any change is made in the control of the Tenant corporation without the written consent of the Landlord then the Landlord shall be entitled to treat the Tenant as

being in default and to exercise the remedies stipulated in Section 11(b) of this Lease and any other remedies available in law; and

- (iii) the Tenant agrees to make available to the Landlord or his authorized representatives the corporate books and records of the Tenant for inspection at reasonable times, for the purposes of confirming compliance with the requirements of this section.

(f) The Tenant shall prepay to the Landlord all legal fees (on a full indemnity basis) and other expenses to be incurred by the Landlord in considering the Tenant's request for consent under this Section 3(d)(vi) and for documenting the proposed assignment, subletting or change of control. This cost will be paid concurrent with the Tenant's request for consent and at least thirty (30) days prior to the effective date of the consent.

5. USE

(a) During the Term of this Lease and any Renewal Period, the Premises shall not be used for any purpose other than to blend, supply and distribute high quality petroleum products, unless the express consent of the Landlord is given in writing.

(b) The Tenant shall not do or permit to be done at the Premises anything which may:

- (i) constitute a nuisance;
- (ii) cause damage to the Premises, including bringing, storing or creating thereon any substance or material that is or becomes prohibited, controlled or regulated under any applicable Environmental Laws (as hereinafter defined), including without limiting the generality of the foregoing, any paints, solvents, PCB's, asbestos, contaminants, pollutants, dangerous substances, toxic substances, designated substances, controlled products, wastes, hazardous materials, dangerous goods or petroleum, its derivatives, by-products or other hydrocarbons, fumes, acids, alkali, toxic chemicals in liquid, gaseous or solid form or microbial matter ("Hazardous Substances"), except in strict compliance with all applicable Environmental Laws, statutes, by-laws, ordinances, regulations, notices, orders or lawful requirements of the federal or provincial authorities, AAFN council, lands manager or other competent authority;
- (iii) cause injury or annoyance to occupants of neighbouring premises;
- (iv) make void or voidable any insurance upon the Premises; or
- (v) constitute a breach of any valid and applicable by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

(c) The Tenant shall not commit or suffer waste to all or any part of the Premises, except that the demolition, development, maintenance and repair of Premises on the land in accordance with Section 6 shall be deemed not to be waste.

(d) The Tenant shall at all times conduct all activities on the Premises in accordance with all applicable environmental laws, including all applicable federal, provincial and local laws and by-laws including, without limitation, AAFN laws and by-laws, and regulations, ordinances and orders in force now or at any time thereafter, pertaining to the environmental protection of the Premises and the regulation of the environmental impacts and risks resulting from the carrying on of the Tenant's development and operation of a blending site for fuel distribution ("**Environmental Laws**").

(e) The Tenant shall notify the Landlord of contraventions of Environmental Laws, including but not limited to spills, discharges or other releases of Hazardous Substances onto the Premises, or from the Premises onto other properties, that is in contravention of Environmental Laws.

(f) During the Term and any Renewal Period, the Tenant shall provide the Landlord with copies of all tests, studies, notices, claims, demands, requests for information, or other communications with any competent governmental authority having jurisdiction relating to the presence or spill, discharge or other release of any Hazardous Substance at, on, under, over, emanating from, or migrating to or from the Premises. At the expiration of the Lease, the Tenant, at the Tenant's expense, shall provide the Landlord with a report of an environmental engineer, that is dated within ten (10) days of the expiration date or earlier termination date, as applicable, certifying that the Premises are in acceptable environmental condition. The cost of any remedial action taken to ensure that the Premises are in acceptable environmental condition shall be borne by the Tenant.

(i) In addition to the requirements set out above, the Tenant shall provide to the Landlord the following plans, inspections and compliance orders on the dates and/or frequency set forthwith:

(A) A copy of the stamped construction drawings from Environment and Climate Change Canada and the Technical Standards and Safety Authority, delivered no later than within seven (7) days of receipt from the relevant authority;

(B) A copy of the Emergency and Preparedness Response Plan, delivered no later than seven (7) days following its preparation as required under the TSSA;

(C) On an annual basis, a copy of the annual TSSA Inspection Report, delivered no later than seven (7) days following its receipt from the TSSA;

(D) A copy of any compliance order from TSSA which may arise as a result of the annual TSSA Inspection Reports, delivered no later than within seven (7) days of issuance;

(E) A copy of the inspection report from Waste Reduction and Management Division – Environment and Climate Change Canada, Enforcement Branch, delivered no less than once every two years;

(F) A copy of the final as-built drawings upon completion.

(g) The Tenant shall promptly notify the Landlord in writing of any notice by any competent authority having jurisdiction alleging a possible violation of, or with respect to any matter involving, any Environmental Laws relating to the operations in the Premises.

6. CONSTRUCTION, REPAIR AND MAINTENANCE

(a) The Tenant shall not construct any new buildings, structures or other improvements on, under, or above the lands except in compliance with all applicable laws, building code standards and AAFN by-laws, including but not limited to *Canadian Environmental Protection Act, 1999*, S.C. 1999, c. 33, the Canadian Electrical Code, the National Plumbing Code of Canada, and the National Building Code or Ontario's *Building Code Act, 1992*, S.O. 1992, c.23, whichever is more stringent, and with the written consent and approval of the Landlord. For clarity, those buildings, structures, and improvements identified on the site plan attached hereto as Schedule E do not require the written consent and approval of the Landlord and are deemed by virtue of this Lease to be approved by the Landlord.

(b) The Tenant covenants that during the term of this Lease and any renewal thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, and shall, with or without notice, promptly make all needed repairs and all necessary replacements as would a prudent owner in accordance with all applicable laws, regulations and leasing requirements.

(c) During the Term and any Renewal Period, the Tenant, at the Tenant's expense, shall operate, maintain, repair, and replace all and every component of the Premises. At all times during the Term, the Tenant, at the Tenant's expense, shall keep the land and Improvements in good order and condition, reasonable wear and tear excepted, as would a prudent owner of comparable premises and in conformity with no less than the minimum requirements of all applicable laws and insurers of all or any part of the leased Premises. Such standard shall include, without limitation: (a) keeping the environmental condition of the land to the standard set out by the then current minimum standards in Environmental Laws at the time; (b) keeping the Improvements to the standard in this Section regardless of the reason that repair or replacement is being done; and (c) keeping the Premises clean and clear of snow, ice, and debris. The Landlord is not required at any time to prepare, construct, maintain, repair, replace, clean, alter, or improve the Leased Premises, or any part of them. Nothing in this Section 6(c) shall prevent the Tenant from demolishing Improvements or replacing Improvements with new Improvements instead of repairing them.

(d) The Tenant shall permit the Landlord, or a person authorized by the Landlord, to enter the Premises upon three business days' notice, or as otherwise agreed between the Parties, to view and inspect the conditions and the state of repair of the Premises and Improvements, when the Landlord has reasonable grounds for believing that the condition or state of repair of the Premises or Improvements is not in compliance with the Tenant's obligations under this Lease Agreement, or in the case of an emergency:

(i) If upon such examination, repairs are found to be necessary under the terms of this Lease, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord and the Tenant shall make the necessary repairs within thirty (30) days, if the repairs are reasonably able to be completed within that timeframe,

or if the repairs are not reasonably capable of being completed within thirty (30) days, the Tenant shall commence the necessary repairs within thirty (30) days and thereafter diligently pursue their completion;

- (ii) and if the Tenant refuses or neglects to complete the repairs in accordance with the requirements of section 6(d)(i), the Landlord may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Premises, by himself or his servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the reasonable cost of them immediately as Additional Rent.

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

(f) Upon the expiry of the Term and any Renewal Period or other termination of this Lease, the Landlord shall consult with the Tenant when determining that the Tenant shall do one of the following: (i) the Tenant shall peaceably surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted; or (ii) the Tenant shall demolish all structures forming the Premises and shall ensure that the land is graded or levelled with adequate drainage and does not contain partially demolished structures or demolition debris. Without limiting the generality of the foregoing, prior to the expiration of the Term or of any renewal period, the Tenant shall remediate, including but not limited to treating, excavating, removing or disposing of any part or parts of the Premises in order to remove Hazardous Substances therefrom in accordance with the Environmental Laws, and decommission the Premises so that no Hazardous Substances remain therein, thereon or thereunder in excess of the applicable standards for industrial/commercial sites in a full depth clean-up under applicable Environmental Laws and the Tenant shall reconstruct and restore all parts of the Premises necessitated in connection therewith.

(g) The Tenant further agrees to provide the Landlord with a site closure bond or other security to the Landlord in order to guarantee that the Tenant will comply with its obligations under this Lease to comply with the Environmental Laws with respect to any remediation required (the “**Site Closure Bond**”).

(i) The Site Closure Bond shall be in the amount of \$1,500,000.00 dollars and will be renewed every five (5) years. Upon renewal, the Site Closure Bond shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – all Items, for the immediately preceding 5 years. For clarity, if the Tenant’s cost to comply with its obligations under this Lease to comply with the Environmental Laws with respect to any remediation exceeds the amount of the Site Closure Bond, the Tenant shall be liable to pay the difference.

(ii) The Site Closure Bond shall remain in full force and effect for a period after the termination of this Lease until a letter has been received from the Landlord stating that the Tenant has complied with the provision of this Lease relating to compliance with the Environmental Laws, which shall not be unreasonably withheld. The Landlord shall move expeditiously to provide said letter.

(h) The Tenant shall immediately give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.

7. ALTERATIONS AND ADDITIONS

(a) If the Tenant, during the Term of this Lease or any renewal of it, desires to make any Improvements to the Premises, including but not limited to: erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment of the Tenant’s business, the Tenant may do so at its own expense, at any time and from time to time, if the following conditions are met:

(i) before undertaking any alteration or addition the Tenant shall submit to the Landlord a plan showing the proposed Improvements, and items included in the plan which are regarded by the Tenant as “**Trade Fixtures**” shall be designated as such on the plan, and the Tenant shall not proceed to make any such Improvements unless the Landlord has approved the plan, and the Landlord shall not unreasonably or arbitrarily withhold his approval. For clarity, any repairs, maintenance and improvements that are consistent with the site plan attached hereto as Schedule E do not require the written consent and approval of the Landlord and are deemed by virtue of this Lease to be approved by the Landlord;

(ii) any and all Improvements to the Premises made by the Tenant must comply with all valid and applicable building code standards and by-laws of AAFN.

(b) The Tenant shall be responsible for and pay the cost of any Improvements that any competent governmental authority having jurisdiction, municipal, provincial or otherwise, may lawfully require to be made in, on or to the Premises.

(c) Other than as provided in Section 3(d)(iii) above, the Tenant shall not, during the Term of this Lease remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant except in the following circumstances:

- (i) the removal is in the ordinary course of business;
- (ii) the Trade Fixture has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture; or
- (iii) the Landlord has consented in writing to the removal;

but, in any case, the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, equipment, partitions, furnishings and any other objects whatsoever brought onto the Premises by the Tenant.

(d) Pursuant to section 6(f), the Tenant shall, at their own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term and shall repair all damage caused by the installation or the removal or both.

(e) The Tenant shall not bring onto the Business Park Road any machinery, equipment or any other thing that might in the opinion of the Landlord, acting reasonably, by reason of its weight, size or use, damage the Business Park Road, and if the Business Park Road is damaged or overloaded (reasonable wear and tear excepted) the Tenant shall restore the road immediately or pay to the Landlord the cost of restoring the road. The Landlord acknowledges that the Business Park Road is not paved.

8. INSURANCE

(a) It is the intent of the Parties that all risk of loss for the Premises be shifted to the Tenant's insurance, to the maximum extent practicable, and personally on to the Tenant to the extent not insured for by the Tenant's insurance, including, without limitation, for the Landlord's negligence. Accordingly, during the Term, the Tenant shall maintain, or cause to be maintained, the insurance required in accordance with this Section 8 of this Lease. Insurance maintained by the Landlord, if any, whether or not paid for, in whole or in part, by the Tenant, shall not release the Tenant from any liability under this Lease nor shift any liability onto the Landlord.

(b) All insurance policies required to be maintained by the Tenant under Section 8 of this Lease shall:

- i) be written on an occurrence basis, except for errors and omissions insurance and environmental liability insurance issued on a claims-made or hybrid basis, or as otherwise consented to by the Landlord in writing prior to the issuance, amendment or renewal of such policy;
- ii) provide that such insurance is primary to and not contributory with any similar insurance carried by the Landlord, if any;
- iii) include the Landlord as an additional insured;

- iv) include an undertaking by the insurer in each policy not to cancel or make a material change to the policy without first giving the Landlord thirty (30) days' prior written notice of cancellation or material change;
 - v) not contain a co-insurance clause for property insurance policies; and
 - vi) be with insurers licensed to conduct business in the Province of Ontario where the Premises are located and which have a high insurance company credit rating within the insurance industry.
- b) During the Term or any Renewal Period, at all times during site preparation of the Premises and demolition, construction and major repairs, the Tenant, at its expense, shall maintain, or cause its general contractor to maintain, insurance protecting the Landlord, Tenant, Tenant's contractors and their subcontractors, from loss or damage that occurs during the course of construction on the land to buildings, equipment, tools, improvements and other property at the Premises, on an "all risks" basis including, without limitation, resulting damage from faulty workmanship and design error, in the amount of the full replacement cost thereof.
 - c) During the Term or any Renewal Period, at all times during site preparation of the land and demolition, construction and major repairs, the Tenant, at its expense, shall maintain, and cause its contractors and their subcontractors to maintain, workers' compensation insurance as required by applicable laws in the Province of Ontario.
 - d) At all times during the Term or any Renewal Period, the Tenant shall maintain, or cause its contractors to maintain, professional errors and omissions insurance covering all architects, engineers, specialists, and consultants hired for the design, development and construction, in an amount and with coverage as a prudent developer of a similar project, on a claims-made basis. Coverages shall be specific for this project and not aggregated with insurance for other undertakings of the insureds.
 - e) At all times during the Term or any Renewal Period, the Tenant, at its expense, shall maintain property insurance covering loss or damage to the Premises, in an amount equal to the full replacement cost thereof, from "all risks" and additional perils including, without limitation, fire, flood, earthquake, sewer back-up, collapse and by-laws.
 - f) At all times during the Term or any Renewal Period, the Tenant, at its expense, shall maintain insurance coverage for loss or damage to the Tenant's personal property, chattels and tenant's trade fixtures located in, on or at the Premises (including, without limitation, equipment, machinery, appliances, inventory, stock-in-trade and furniture), in an amount equal to at the full replacement cost thereof, from "all risks". The Tenant shall require each of its subtenants to maintain such insurance for the subtenant's personal property, chattels and tenant's trade fixtures located in, on or at the Premises.
 - g) At all times during the Term or any Renewal Period (including during periods of site preparation, construction, demolition and major repairs if insurable objects exist during such periods), the Tenant, at its expense, shall maintain comprehensive broad form boiler and machinery insurance on all boilers, elevators, mechanical and electrical equipment servicing buildings and all other

pressure vessels, machinery, equipment and objects located on the Premises that are insurable under such type of policy, on a blanket repair or replacement basis.

- h) At all times during the Term or any Renewal Period (including, without limitation, during and after periods of site preparation, demolition, construction or major repairs on the Premises), the Tenant, at its expense, shall maintain commercial general liability insurance, on an occurrence basis, covering all claims and liability for bodily injury (including death) and property damage (including loss of use thereof), arising out of the ownership, development, construction, repair, demolition, occupancy, use, management or maintenance of, or the operations on, the Premises, in an amount not less than \$5,000,000.00 per occurrence. Such policy shall include cross-liability and severability of interest clauses in favour of the Landlord. Such policy shall include endorsements (or separate policies) for, without limitation, tenant's legal liability, contractual liability, non-owned automobile liability, owned automobile liability, personal injury, employment practices liability, and owners' and contractor's protective insurance. Without limiting the foregoing, the contractual liability endorsement shall cover the performance by the Tenant of the indemnities given by it in this Lease and all the Tenant's other insurable obligations under this Lease. However, the limit of this, or any other, insurance policy shall not limit the Tenant's liability under the indemnities given by it in this Lease or its liabilities under any other provisions of this Lease.
- i) At all times during the Term or any Renewal Period, the Tenant shall maintain environmental liability insurance, in an amount as would a prudent landowner carrying on such use, and in an amount not less than five million dollars (\$5,000,000.00) per occurrence including, without limitation, coverage for clean-up costs for spills, gradual pollution and migration of contamination, on a claims-made basis.
- j) The Tenant shall obtain and keep in force during the Term and any Renewal Period any other form of insurance as the Landlord reasonably requires from time to time, in form, in amount and for insurance risks against which a prudent owner would insure.
- k) Within thirty (30) days of the signing of this Lease, and during the Term or any Renewal Period, at least ten (10) days before the start of any period of construction, demolition or major repair of improvements, at each policy renewal date, and from time to time during the Term or any Renewal Period upon reasonable request from the Landlord, the Tenant shall deliver to the Landlord, in accordance with the notice provision in this Lease, insurance certificates or, if requested, certified copies of policies, evidencing that all insurance policies required to be carried by the Tenant in accordance with this Section 8 of this Lease are in place.
- l) If the Tenant fails to procure the insurance required to be procured by it under this Section 8 of this Lease, or fails to pay any premium of such insurance, the Landlord shall have the right, but not the obligation, to procure on behalf of the Tenant any such insurance, and to pay on behalf of the Tenant any such payment or payments as may be necessary. Any sum(s) so paid or expended by the Landlord on behalf of the Tenant shall be reimbursed and paid by the Tenant to the Landlord as Additional Rent. All insurance procured or premiums paid for by the Landlord under this section of this Lease shall not release the Tenant from any liability under this Lease and the Landlord shall not have assumed any liability under this Lease by procuring or paying for any such insurance.

- m) The Tenant hereby releases the Landlord from all liability, costs, losses and claims whatsoever respecting injury (including death, bodily injury and personal injury) sustained by the Tenant or any other persons or entities, and damage to the property (including loss thereof) of the Tenant (including, without limitation, the buildings, improvements and personal property) or the property of any other persons or entities, occurring at or on the Premises during the Term or any overholding period due to any cause whatsoever, including, without limitation, any injury or damage caused or contributed to by the negligence of the Landlord, except that the Landlord shall not be released by this section from all or any default by the Landlord under this Lease. This release is not limited by the insurance or amount of insurance maintained or required to be maintained by the Tenant.
- n) The Tenant hereby indemnifies and holds the Landlord harmless of and from any and all liability, costs (including, without limitation, legal costs), losses, damages, injuries, and claims whatsoever incurred, sustained or which may be incurred or sustained by it, whether made or brought by the Tenant or anyone else, arising from, related to or in connection with: (a) any and all negligent or intentional act or omission on the part of the Tenant; (b) any and all default by the Tenant under this Lease; (c) any and all release contrary to Environmental Laws by the Tenant, its subtenants or anyone else for whom the Tenant is responsible of Hazardous Substances onto the Premises and/or surrounding properties during the Term or any renewal thereof, or any overholding period, and activities to remediate such contamination; or (d) any and all injury (including death, bodily injury and personal injury) to any persons or entities and damage to the Premises or any other property (including loss thereof) of the Tenant or of any other persons or entities, occurring at or on the Premises during the Term or any renewal thereof, or any overholding period, due to any cause whatsoever, including, without limitation, such injury or damage caused or contributed to by the negligence of any or all of the Landlord, except for a default by the Landlord under this Lease. In case any action or proceeding is brought against the Landlord by reason of any claim mentioned in this section, the Tenant, upon notice from the Landlord, shall, at the Tenant's expense, resist or defend such action or proceeding in the Landlord's name, if necessary, by counsel for the insurance company, if such claim is covered by insurance, or otherwise by counsel approved by the Landlord. The Landlord agrees to give the Tenant prompt notice of any such claim or proceeding. This indemnification survives the expiration or earlier termination of this Lease, or the dissolution or, to the extent allowed by applicable laws, the bankruptcy or insolvency of the Tenant. This indemnification does not extend beyond the scope of this Lease and does not extend to claims exclusively between the Landlord and Tenant arising from the terms, or regarding the interpretation of, this Lease. This indemnity is not limited by the insurance or the amount of insurance required to be maintained by the Tenant under this Lease or that is maintained by the Tenant.
- o) The loss payable under any and all property insurance policies maintained by the Tenant insuring against damage to the Premises by any covered perils, shall be payable to either the Landlord or the Tenant. Such proceeds of insurance shall be applied (by the Tenant) to the cost of repairing, demolishing, rebuilding or replacing the damaged portions of the Premises, in accordance with this Lease.

9. DAMAGE TO THE PREMISES

- (a) If, during the Term or any Renewal Period, all or any part of the Premises shall be destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance

was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, neither the Tenant nor the Landlord may terminate this Lease, the Tenant may not surrender possession of all or any part of the Leased Premises and there shall be no abatement of Rent nor reduction of other amounts payable by the Tenant under this Lease, notwithstanding any applicable laws to the contrary.

(b) If, during the Term or any Renewal Period, all or any part of the Premises shall be destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the Tenant, at its expense, shall repair, rebuild, replace or demolish such damaged or destroyed improvements on the Premises, as soon as reasonably possible after the occurrence of the damage or destruction. The Tenant shall use the proceeds from the property insurance it maintains under this Lease to pay for such repair, demolition, rebuilding or replacement, and to the extent the insurance proceeds are not enough to cover all the costs and expenses thereof, the Tenant shall be responsible to pay for any shortfall. In no event shall the Landlord be obligated to repair, demolish, rebuild or replace all or any part of the Premises or pay any of the costs or expenses thereof. If the Tenant demolishes a damaged or destroyed improvement without the intention of rebuilding or replacing it or does not replace or rebuild it within a reasonable time after demolition, then the Tenant shall ensure that the land is graded or levelled with adequate drainage and does not contain partially demolished structures or demolition debris.

(c) There shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

10. HAZARDOUS SUBSTANCES

(a) Should a release, as defined in the Environmental Laws and including, without limitation, any release, spill, emission, leak, pumping, injection, abandonment, deposit, disposal, discharge, dispersal, leaching, migration, pouring, emptying, escape, dumping, spraying, burying, incinerating, seeping or placing of Hazardous Substances, including the movement of Hazardous Substances through, on, under or in the air, soil, subsurface strata, surface water or groundwater (“**Release**”) of any Hazardous Substance occur at the Premises as a result of the acts or omissions of Tenant, or its employees, agents, suppliers, customers, contractors, or invitees, Tenant shall immediately comply with all legally required or reasonably recommended remedial actions and shall contain, remove from the Premises, and/or properly dispose of such Hazardous Substance and any material contaminated by such Release, and remedy and mitigate all threats to human health or the environment relating to such Release, all in accordance with Environmental Laws, including, without limitation, complying with all requirements and guidelines of professional bodies, associations or other organizations governing Tenant’s use or business conducted in the Premises.

(b) Tenant shall, at Tenant’s expense, promptly make all submissions to, provide all information required by, and comply with all requirements of, all competent authorities under the applicable laws.

(c) Should any competent authorities or any third party having jurisdiction pursuant to an applicable law demand that a clean-up plan be prepared and a clean-up undertaken because of any Release or existence of any Hazardous Substance that occurs or becomes known during the Term or any renewal thereof or before the commencement of the Term during any time the Tenant is in possession of the Premises, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's expense, promptly prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall, at its expense, promptly carry out all such clean-up plans.

(d) Tenant hereby agrees to indemnify, defend, save, and keep Landlord, and Landlord's officers, directors, principals, shareholders, partners, employees, successors, and assigns, harmless from and against any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions, and expenses, including without limitation, engineers' and professional fees, soil tests, and chemical analysis, Phase I and Phase II ESAs, remediation costs, court costs, legal fees, and expenses through all trial, appellate, and administrative levels, imposed on, incurred by, or asserted against Landlord, in any way relating to, arising out of, or in connection with any Release of Hazardous Substances by Tenant in, on, about, from, under or above the Premises. The foregoing indemnification shall survive any assignment or termination of this Lease.

11. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

(a) An "Act of Default" has occurred when:

(i) the Tenant has failed to pay Rent for a period of fifteen (15) consecutive days following receipt of a written notice of default from the Landlord;

(ii) the Tenant has,

(A) breached its covenants or failed to perform any of its obligations under this Lease;

(B) the Landlord has delivered a written notice of default; and

(C) if the default or failure to perform is reasonably capable of being cured within thirty (30) days, the Tenant has failed to cure the default or perform the obligation within thirty (30) days, or

(D) if the default or failure to perform is not reasonably capable of being cured within thirty (30) days, the Tenant has failed to commence to cure the default or perform the obligation promptly upon receipt of the written notice and thereafter pursue same with all due diligence to completion;

(iii) the Tenant has

(A) become bankrupt or insolvent or made an assignment for the benefit of Creditors;

(B) had its property seized or attached in satisfaction of a judgment;

- (C) had a receiver appointed;
 - (D) committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is validly registered against the Landlord's property, and Tenant has not complied with its obligation under section 6(e) to discharge such lien; or
 - (E) taken action if the Tenant is a corporation, with a view to winding up, dissolution or liquidation; or
- (iv) the Premises;
- (A) become vacant or remain unoccupied for a period of thirty (30) consecutive days; or
 - (B) are not open for business on more than thirty (30) business days in any twelve-month period or on any twelve (12) consecutive business days;
 - (C) are used by any other person or persons, or for any other purpose, than as provided for in this Lease, without the written consent of the Landlord.
- (b) When an Act of Default on the part of the Tenant has occurred:
- (i) the current month's rent together with the next three months' rent shall become due and payable immediately; and
 - (ii) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as he may choose.
- (c) If, because an Act of Default has occurred, the Landlord exercises its right to terminate this Lease and re-enter the Premises prior to the end of the Term or any Renewal Period, the Tenant shall nevertheless be liable for payment of Rent and all other amounts payable by the Tenant in accordance with the provisions of this Lease until the Landlord, using prompt and reasonable efforts, has re-let the Premises or otherwise dealt with the Premises in such a manner that the cessation of payments by the Tenant will not result in loss to the Landlord, and the Tenant agrees to be liable to the Landlord, until the end of the Term of this Lease for payment of any difference between the amount of Rent hereby agreed to be paid for the Term hereby granted and the Rent any new tenant pays to the Landlord.
- (d) The Tenant covenants that during the Term or any Renewal Period, the personal property of the Tenant upon the Premises shall not be exempt from levy by distress for Rent in arrears:
- (i) and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - (A) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and

(B) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property upon the Premises.

(e) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.

(f) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to them under this Lease or at law the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent them exercising their remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

12. LANDLORD'S RIGHT TO SHOW AND OVERHOLDING

(a) The Tenant agrees to permit the Landlord during the last three months of the Term or any Renewal Period to display "For Rent" or "For Sale" signs or both at the Premises and, upon three (3) business days' notice, unless otherwise agreed to by the Tenant, to show the Premises to prospective new tenants and to permit anyone having written authority of the Landlord to view the Premises at reasonable hours.

(b) If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term and except for Basic Rent which shall be deemed to be double times the Basic Rent otherwise payable under this Lease.

13. ESTOPPEL CERTIFICATE FROM THE TENANT

The Tenant agrees that it will, at any time or times during the Term, upon being given at least fifteen (15) days prior written notice, execute and deliver to the Landlord a statement in writing certifying:

(a) that this Lease is unmodified and is in full force and effect (or, if modified, stating the modifications and confirming that the Lease is in full force and effect as modified);

(b) the amount of Rent being paid;

(c) the dates to which Rent has been paid;

(d) other charges payable under this Lease which have been paid;

(e) particulars of any prepayment of Rent or security deposits; and

(f) particulars of any subtenancies.

14. EMPLOYMENT OPPORTUNITIES

(a) Both parties are committed to employing as many AAFN members as reasonably possible at all levels of the workforce, from labour to management.

(b) During the Term or any renewal thereof, where possible, Tenant shall maximize training and employment opportunities for members of AAFN in the fuel blending facility, will employ qualified AAFN members at the fuel blending facility, and will provide training to AAFN members interested in the securing job at the OTE fuel blending facility.

(c) Tenant will provide priority hiring to AAFN members, whereby if two or more equally qualified persons have equal years of experience, Tenant will employ the AAFN member. Where the difference between the experience of an AAFN member or another prospective candidate can be eliminated by a reasonable period of on-the-job training, Tenant will employ the AAFN member rather than the other candidate with more experience.

(d) Tenant shall maximize procurement opportunities to AAFN businesses, whereby if two or more qualified businesses have equal expertise and experience and offer the same price for the procured services Tenant will give priority to AAFN member businesses first, and second priority to AAFN-owned businesses.

15. MANDATORY MEDIATION AND ARBITRATION

(a) If a dispute arises out of, or in connection with, this Lease and the parties do not resolve some or all of the dispute through negotiation, then the parties shall attempt to resolve the dispute through mediation. The parties shall appoint a mutually-agreeable mediator to attempt to resolve the dispute and shall attend at mediation. At the conclusion of the mediation, at the request of one or both parties, the mediator shall prepare a mediator's report which shall include as an appendix any agreement reached between the parties.

(b) If the parties do not resolve all of the issues in dispute through mediation, then within 15 days from the date of the mediator's report and/or the conclusion of any settlement agreement, the parties shall submit any outstanding issues to binding arbitration. Whenever any arbitration is permitted or required hereunder, arbitration proceedings shall be commenced by a party desiring arbitration (the "Initiating Party") giving notice to the other party entitled to participate in the arbitration proceedings (the "Responding Party") specifying the matter to be arbitrated and requesting an arbitration thereof. In the event that the Initiating Party and Responding Party are unable to agree upon an arbitration procedure within fifteen (15) days after delivery of such notice, the Initiating Party shall, by written notice to the Responding party, designate an arbitrator. The Responding Party shall, within fifteen (15) days thereafter, be entitled to appoint an arbitrator by written notice to the Initiating Party, and the two (2) arbitrators so appointed shall thereupon meet and select a third arbitrator acceptable to both. In the event that the Responding Party fails to appoint an arbitrator within the time limit aforesaid and deliver notice thereof to the Initiating Party, then the arbitration shall proceed before the arbitrator appointed by the Initiating Party who shall act as sole arbitrator. In the event that the two (2) arbitrators so appointed are unable to agree upon a third arbitrator, then the Initiating Party shall be entitled to make application pursuant to

the Arbitration Act (as amended, re-enacted or replaced, from time to time), for selection of a third arbitrator, and the provisions of the Arbitrations Act shall govern such selection.

(c) The resultant arbitration panel shall thereupon proceed to hear the submissions of the parties and shall render a decision within thirty (30) days after the conclusion of the arbitration. The decision of a majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, and such decision shall be final and binding upon the parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both of the parties; provided, however, that each party shall bear its own witness and counsel fees.

(d) Nothing herein shall preclude any party from seeking injunctive relief in the event that the party perceives that without such injunctive relief, serious harm may be done to the party.

16. SUBORDINATION AND POSTPONEMENT

(a) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.

(b) The Landlord warrants and covenants that, as of the date of signing of this Lease Agreement, the Premises are not encumbered by or the subject matter of any interest or license described in Section 31.1 of the Land Code.

(c) In the event that such encumbrances are assumed at any time throughout the Term or any Renewal Period, the Landlord will provide notice to the Tenant of within fifteen (15) days of said encumbrance.

(d) Upon the request of the Landlord, the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.

(e) The Landlord shall not enter into any encumbrance or subordination that has the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant. No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs its obligations under this Lease.

17. RULES AND REGULATIONS

The Tenant agrees on behalf of himself and all persons entering the Premises with the Tenant's authority or permission to abide by the rules and regulations set out in Schedule A and such reasonable rules and regulations that the Landlord may make from time to time hereafter.

18. NOTICE

(a) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Chi-Zhiingwaak Business Park Inc.
25 Reserve Road
Naughton, ON
P0M 2M0
Attn.: Director, Chi-Zhiingwaak Business Park Inc.

To the Tenant at the Premises or at:

Original Trader Energy LP
7331 Indian Line Road
Wilsonville, ON N0E 1Z0
Attn. : Glenn Page, President
glenn.page@originaltradersenergy.com

(b) The above addresses may be changed at any time by giving ten (10) days' written notice.

(c) Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

19. **WARRANTIES**

(a) The Landlord warrants and covenants to register lots 13, 14, and 15 of the Chi-Zhiingwaak Business Park, as shown on CLSR 109612, in the Atikameksheng Anishnawbek Land Register and in the First Nations Land Register, created pursuant to the First Nation Land Management Act ("FNLMA"), if such registration has not been undertaken at the time of the signing of this Lease Agreement.

(b) The Landlord warrants and covenants that the Head Land Lease Agreement included at Schedule B has been validly enacted pursuant to the Atikameksheng Anishnawbek "Whitefish Lake First Nation" Land Code, dated September 17, 2008 (the "Land Code") and that the Head Land Lease will be registered without delay in the Atikameksheng Anishnawbek Lands Register and in the First Nation Land Register, if such registration has not been undertaken at the time of the signing of this Lease Agreement.

(c) The Landlord represents, warrants and covenants to take all steps to request that the Atikameksheng Anishnawbek Band Council pass all Band Council Resolutions and take all steps required under the Land Code and the FNLMA, and any other applicable laws, necessary in order to permit the grant of this Lease Agreement as a lawful and binding contract on the parties, and any appeal periods in respect of such resolutions have expired without an appeal having been commenced, or if appeals haven been commenced such appeals have been withdrawn, dismissed

or otherwise finally determined; and that a certificated copy of the aforementioned Band Council Resolution is attached to this Lease Agreement as **Schedule F**;

(d) The Landlord represents, warrants and covenants, and acknowledges that the Tenant is relying thereon, that the Band Council Resolution attached as Schedule F is full and sufficient consent by Atikameksheng Anishnawbek First Nation, through the Band Council, for any present or future:

- (i) Assignments, transfers or any other dispositions of this Lease;
- (ii) Subleasing of the Premises or any portion thereof;
- (iii) Subleasing of any Improvements constructed or to be constructed on the Premises or any portion thereof.

(e) The Landlord shall forthwith cause the Tenant's interest in this Lease to be registered in the Atikameksheng Anishnawbek Lands Register, pursuant to s. 29.1 of the Land Code, and in the First Nation Land Register, while ensuring that such registration occurs without public disclosure of the aspects of this Lease that are subject to confidentiality as described in Section 23 of this Lease.

(f) The Landlord shall indemnify and save harmless the Tenant from and against any and all claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions and any and all costs arising in connection therewith suffered by the Tenant as a result of the representations and warranties included in Section 19 and throughout this Lease Agreement not being true and correct, or a result of a breach of the Landlord's covenants herein. The Landlord acknowledges and agrees that this Section 19 and the other warranties included throughout this Lease Agreement are fundamental provisions of this Lease and any breach thereof by the Landlord shall constitute a fundamental breach of this Lease causing irreparable harm to the Tenant and the Tenant may obtain injunctive relief, together with the use of any other rights and remedies available to the Tenant in law and in equity to protect its rights under and interest in this Lease.

(g) The representations and warranties contained in Section 19 and throughout this Lease Agreement shall not merge with but will survive the execution and delivery of this Lease, for the Term and any Renewal Periods.

20. INTERPRETATION

(a) The words importing the singular number only shall include the plural, and vice versa, and words importing persons shall include firms and corporations and vice versa.

(b) Unless the context otherwise requires, the word "Landlord" and the word "Tenant" wherever used herein shall be construed to include the executors, administrators, successors and assigns of the Landlord and Tenant, respectively.

(c) When there are two or more Tenants bound by the same covenants herein contained, their obligations shall be joint and several.

21. SEVERABILITY

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

(i) is deemed to be independent of the remainder of this Lease and to be severable and divisible therefrom and its invalidity, unenforceability or illegality shall be deemed not to affect, impair or invalidate the remainder of this Lease or any part thereof; and

(ii) continues to be applicable to and enforceable to the fullest extent permitted by law except to the extent to which it has been held or rendered invalid, unenforceable or illegal.

22. OPTION TO EXTEND

(a) Provided that the Tenant, or a permitted transferee, is in occupation of the whole of the Premises, and is not then in material default and has not been in continuing or persistent material default, then, on delivery of written notice exercising this right given to the Landlord not more than nine (9) months and not less than six (6) months before the expiration of the Term, or the Renewal Period, as the case may be, the Tenant shall have the right to extended the Term of this Lease for further periods of twenty (20) years on the same terms and conditions as this Agreement, except as may be mutually agreed between the Parties (“Renewal Period”). The rent increase provisions set out at Section 2(b) and the Royalty calculation provisions set out in Schedule D shall apply to the Renewal Period, *mutatis mutandis*. There shall be no further right to extend the Term after the Renewal Period.

23. CONFIDENTIALITY

(a) The Parties agree that the amounts of the Basic Rent, the Additional Rent, the Royalty, Schedule D, Schedule E, the reports described in Sections 2(d)(i)(D) and 5(f)(i)(A), and any design information or drawings provided by the Tenant to the Landlord pursuant to the terms of this Lease are regarded as confidential information. Each party shall maintain the confidentiality of all such confidential information and, unless the written consent of the other Party is first obtained, it shall not disclose any confidential information to any third parties, except to the extent such disclosure is: (a) required pursuant to any applicable law or regulation, or an order of a court of competent jurisdiction; or (b) is required to be disclosed by any Party to its legal counsels and financial advisors, provided that any such legal counsels or financial advisors maintain the confidentiality of the information. This section shall survive the termination of this Lease for any reason.

(b) The Parties agree that if public disclosure of this Lease is required for any reason, including for the purposes of registration of this Lease pursuant to Section 19, the version disclosed shall be consistent with the redacted Lease included at Schedule G.

[SIGNATURE PAGE FOLLOWS]

In Witness of the foregoing covenants the Landlord and the Tenant have executed this Lease.

CHI-ZHINGWAAK BUSINESS PARK INC.

Per: 

Name: *Craig Nootchari*

Title: *Giama*

ORIGINAL TRADERS ENERGY LP

Per: 

Name: *Glenn Page*

Title: *President*

August 24, 2021

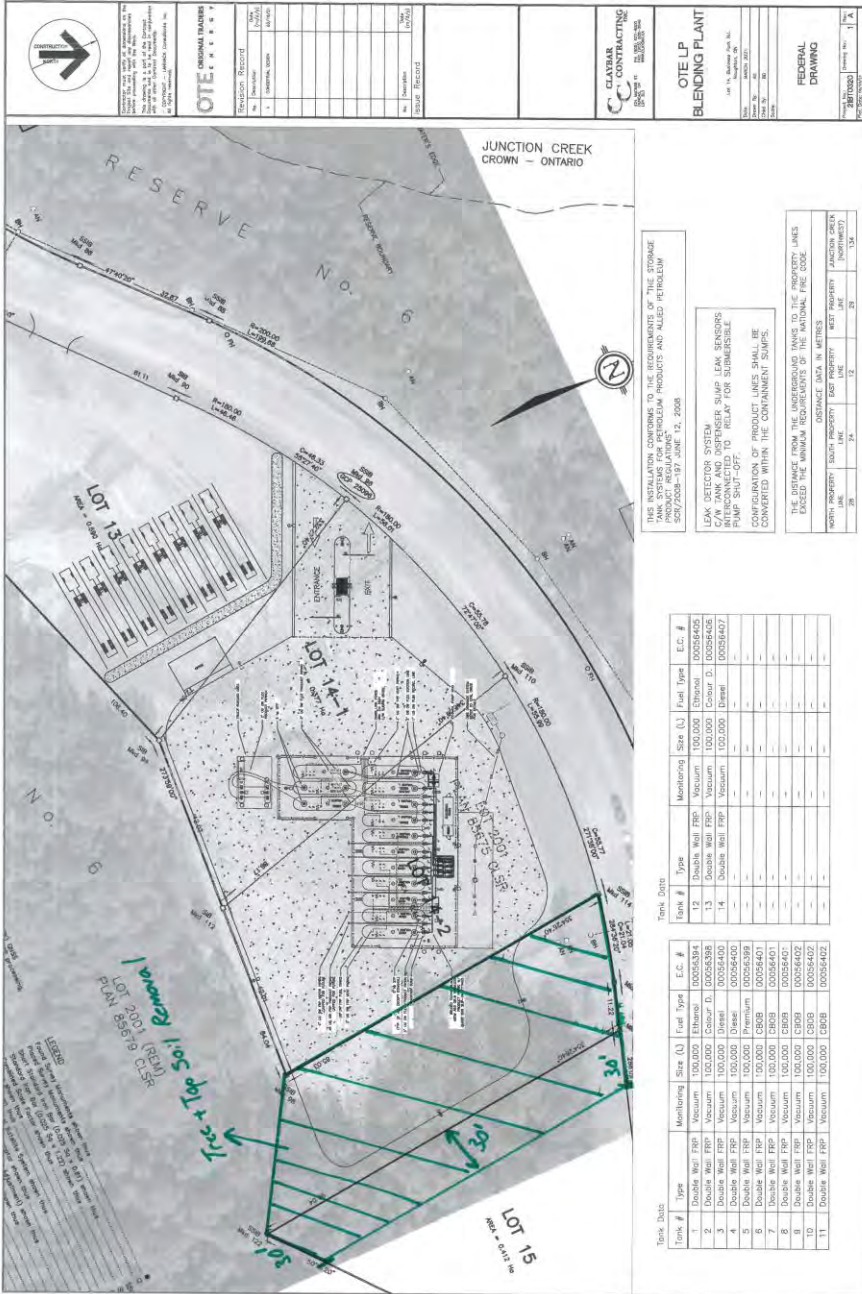
SCHEDULE A: RULES AND REGULATIONS FORMING PART OF THIS LEASE

The Tenant shall observe the following Rules and Regulations (as amended, modified or supplemented from time to time by the Landlord as provided in this Lease):

1. The sidewalks, entrances, elevators, stairways and corridors of the building shall not be obstructed or used by the Tenant, its agents, servants, contractors, invitees or employees for any purpose other than access to and from the Premises.
2. The floors, skylights and windows that reflect or admit light into passageways or into any place in the building shall not be covered or obstructed by the Tenant, and no awnings shall be put over any window.
3. The toilets, sinks, drains, washrooms and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes or other substances, such as chemicals, solvents, noxious liquids or pollutants shall be thrown therein, and any damage resulting to them from misuse shall be borne by the Tenant by whom or by whose employees, agents, servants, contractors or invitees the damage was caused.
4. No animals or birds shall be brought into the building or kept on the Premises.
5. No one shall use the Premises for sleeping apartments or residential purposes, for the storage of personal effects or articles other than those required for business purposes, or for any illegal purpose.
6. The Tenant shall not use or permit the use of any objectionable advertising medium, such as, without limitation, loudspeakers, public address systems, sound amplifiers, radio, broadcast or television apparatus within the building which is in any manner audible or visible outside of the Premises.
7. No inflammable oils or other inflammable, toxic, dangerous or explosive materials shall be kept or permitted to be kept in or on the Premises, save and except for those needed to blend, supply and distribute high quality petroleum products, which shall be properly maintained and stored pursuant to all applicable laws and regulations.
8. The moving of all heavy equipment and office equipment or furniture shall occur only between 6:00 p.m. and 8:00 a.m. or any other time consented to by the Landlord and the persons employed to move the same in and out of the building must be acceptable to the Landlord.
9. Canvassing, soliciting and peddling in the building is prohibited.
10. The Tenant shall first obtain in writing the consent of the Landlord to any alteration or modification to the electrical system in the Premises and all such alterations and modifications shall be completed at the Tenant's expense by an electrical contractor acceptable to the Landlord.
11. The Tenant shall first obtain in writing the consent of the Landlord to the placement by the Tenant of any garbage containers or receptacles outside the Premises or building.

12. The Landlord shall have the right to make such other and further reasonable rules and regulations and to alter, amend or cancel all rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the building and for the preservation of good order therein and the same shall be kept and observed by the Tenant, his employees, agents, servants, contractors or invitees.

Schedule B: Description of Premises





ATIKAMEKSHENG ANISHNAWBEK CHI-ZHIINGWAAK HEAD LEASE



This Lease made in duplicate this 8th day of March 2021

BETWEEN:

Atikameksheng Anishnawbek
25 Reserve Road
Naughton, ON
P0M 2M0

(hereinafter the "Lessor")

AND

Chi-Zhiingwaak Business Park Inc.

(hereinafter called the Lessee)

1. RECITALS

- I. The Lands (as hereinafter defined) leased under this Lease (as hereinafter defined) are part of the First Nation (as hereinafter defined).
- II. The Lessor is in lawful possession of the Lands which are First Nation Land (as hereinafter defined).
- III. The Lessor is authorized to grant this Lease pursuant to section 33.1 of the Atikameksheng Anishnawbek Land Management Code.
- IV. The Lessee is a corporation incorporated in the province of Ontario.

In consideration of the rents, covenants and agreements reserved and contained in this Lease, the Parties (as hereinafter defined) covenant and agree as follows:

2. DEFINITIONS

- a) "**Applicable Laws**" means all: (a) statutes, regulations, by-laws, official plans, codes, rules, agreements, licenses, permits, approvals, orders, notices, directions, and other laws of, with or issued by any authority, including First Nation Council; (b) recommendations and requirements of any insurer insuring any Party or Parties or part or all of the Lands; (c) the Permitted Encumbrances and all other registrations on title to the Land from and after the Commencement Date; and (e) awards, injunctions, orders and decisions of any court, administrative tribunal or arbitration panel with jurisdiction, that are applicable, from time to time and at any time during the Term, to all or any of or any part of the Parties, this Lease, the Land, and or the Improvements located on the Land from time to time.
- b) "**Commencement Date**" means the 8th day of March 2021.
- c) "**Environment**" means the air, land, water and all other external conditions or influences under which humans, animals and plants live or are developed.
- d) "**Environmental Law**" means all by-laws, other legislation, regulations, and applicable orders, decisions, or the like, rendered by any governmental authority having jurisdiction over all or part of the Land, relating to any Hazardous Substances.

- e) **"First Nation"** means the Atikameksheng Anishnawbek or any successor to the First Nation pursuant to a federal statute.
- f) **"First Nation Council"** means the governing body of the First Nation, elected in accordance with Applicable Laws.
- g) **"First Nation Land"** means a reserve of the First Nation, or any portion thereof, that is subject to the Land Management Code.
- h) **"Government Authority"** means any federal, provincial, regional, municipal or local government or governmental authority (including the First Nation in its capacity as governmental authority, and including the Lands Manager of the First Nation), office or official having jurisdiction, or any political subdivision of any of them, or any entity, authority, agency or court or Person exercising executive, legislative, judicial, regulatory or administrative functions on behalf of such government, governmental authority, office or official or other political subdivision thereof.
- i) **"Hazardous Substances"** means those substances that are generally considered hazardous to human health and includes any pollutants, liquid wastes, hauled liquid wastes, toxic wastes, dangerous or hazardous wastes, materials, substances, or contaminants, including but not limited to explosives, inflammable oils and materials and substances likely to injure, damage, or endanger land, water, property, animal, plant or human health or safety when discharged into the Environment.
- j) **"Improvements"** means all buildings, structures, works, facilities, services, landscaping and other improvements by whomsoever made and which are at any time and from time to time situate on, under or above the Lands, including all equipment, machinery, apparatus and fixtures (other than trade fixtures) forming part of or attached to the improvements and all alterations, removal, additions to, replacements and substitutions thereto or thereof.
- k) **"Land Management Code"** means the First Nation's Land Code dated for reference September 2008, which sets out the principles, rules and administration structures pursuant to which the First Nation exercises authority and jurisdiction over the First Nation Land.
- l) **"Lands"** means Lot 2001, CLSR Plan 85675, further described in Schedule "A".
- m) **"Lands Manager"** means the First Nation employee responsible for the administration of the Land Management Code and First Nation Land.
- n) **"Lease"** means this Indenture of Lease together with all schedules thereto.
- o) **"Lessor"** means the persons first named above, and their heirs, executors, administrators, successors, and assigns.
- p) **"Minerals"** means ore of metal and every natural substance that can be mined and that:
 - (i) occurs in fragments or particles lying on or above or adjacent to the bedrock source from which it is derived, and commonly described as talus; or
 - (ii) is in the place or position in which it was originally formed or

deposited, as distinguished from loose, fragmentary or broken rock or float which by decomposition or erosion of rock, is found in wash, loose earth, gravel or sand, and includes coal, petroleum and all other hydrocarbons; regardless of gravity and howsoever and whosoever recovered, natural gas, building and construction stone, limestone, dolomite, marble, shale, clay, sand and gravel.

- q) **"Party"** means a party to this Lease and **"Parties"** means both of them.
- r) **"Permitted Encumbrances"** means the encumbrances set out in Schedule B.
- s) **"Permitted Use"** means use of the Land for any lawful commercial purpose or lawful commercial purposes, including but not limited to retail purpose, in accordance with all Applicable Laws;
- t) **"Person"** includes any individual, partnership, association or corporation.
- u) **"Premises"** means the Lands and all Improvements which are at any time and from time to time situate on, under or above the Lands.
- v) **"Prime Rate"** means, for any particular calendar month the per annum interest rate that is charged by Canadian chartered banks to their most creditworthy commercial borrowers in effect upon the last Wednesday of the month as the rate is ascertained and published for the month in the Bank of Canada Review, or if more than one such rate is published for the last Wednesday of the month, the average of all such rates or if another day or other days are substituted for the last Wednesday of the month in the Bank of Canada Review, the rate or the average of all rates published for the day or days substituted for the last Wednesday of the month.
- w) **"Project"** means the development, construction, operation, management, maintenance, repair, alteration and replacement of a major commercial and retail project to be constructed on the Lands by the Lessee during one or more phases.
- x) **"Registry"** means Atikameksheng Anishnawbek Lands Registry of the Self Government First Nations Lands Registry established by Canada and held in the National Capital Region which is maintained by the First Nation pursuant to section 30.1 of the Land Management Code.
- y) **"Remedial Plan"** means a plan prepared by the Lessee at the sole expense of the Lessee and designed to remove, eliminate, limit, correct, counteract, or mitigate the negative effects of a Hazardous Substance which has been discharged upon the Premises or any part thereof in such fashion that the land, water, property, animal or plant life, or human health and safety are or are likely to be injured, damaged or endangered.
- z) **"Rent"** means the rent described in Section 7 hereof.
- aa) **"Reserve"** means Atikameksheng Anishnawbek (Formerly Whitefish Lake No. 6).
- bb) **"Term"** means the period commencing on the Commencement Date and expiring on the last day of the month in which occurs the twenty-fifth (25th) anniversary of the Commencement Date, as such period may be extended,

renewed, or terminated earlier in accordance with the provisions of this Lease.

3. GRANT OF LEASE

- 3.1 The Lessor hereby leases to the Lessee the Lands situated in Reserve #224 - Atikameksheng Anishnawbek in the Province of Ontario, and more particularly known and described as:

Lot 2001, C.L.S.R. 85675,

Excepting and reserving all mines and minerals solid, liquid or gaseous which may be found to exist within, upon or under the Lands.

The Lessee acknowledges that this lease is subject to the Lessor's Land Management Code, which came into force September 2008, and to the Lessor's Applicable Laws, as enacted from time to time.

4. DEMISE

- 4.1 Subject to the terms and conditions of this Lease, the Lessor demises and leases to the Lessee, and the Lessee leases from the Lessor, the Lands for the Term.
- 4.2 The Lessee acknowledges that this Lease is subject to the Land Management Code and the First Nation's land use laws as enacted from time to time, and any policies arising therefrom.
- 4.3 During the term of this Lease and any renewals thereof, the Lessor hereby grants to the Lessee, and its assignees, licensees, sub-tenants, employees, servants, agents and invitees the non-exclusive license and right to enter onto, travel across and exit from the First Nation Land of which the Premises form a part so as to permit uninterrupted and unobstructed access to and from the Premises during the Term.

5. MINERALS

- 5.1 The granting of this Lease does not grant any interest in the Minerals or natural resources under the Lands.

6. USE OF LANDS

- 6.1 The Lessee may use the Lands for the Permitted Use.
- 6.2 The Lessor acknowledges and agrees that the Permitted Use is deemed to be a lawful purpose for the Lands in accordance with Applicable Laws.
- 6.3 If at any time during the Term the Lessee's use of the Lands, or Improvements thereon lawfully constructed and/or operated in accordance with Applicable Laws, cease to be lawful uses by reason of adoption or change of Applicable Laws, such use may be continued by the Lessee or its successors or assigns as a lawful non-conforming use on the Lands during the Term.
- 6.4 Provided that the Lessee complies with all Applicable Laws and is not in default of its obligations under this Lease, the Lessor shall work cooperatively with the Lessee in its dealings with all Government Authorities and will grant such authorizations as may be reasonably required by the Lessee in connection with the Project in accordance with this Lease or the carrying out of any other permitted use undertaken by the Lessee on the Lands in accordance with this Lease. The Lessee will pay the Lessor's reasonable administrative charges and reasonable direct out-of-pocket costs and expenses (including any reasonable legal or other consulting fees) incurred in respect of the foregoing, in advance, if required by the Lessor.

6.5 The Lessor will:

- a) Execute and deliver promptly on request of the Lessee from time to time, one or more plans of subdivision in respect of the Lands, as may be required, in accordance with Applicable Laws and subject to approval by any Government Authority, for the purposes of completing the Project.
- b) Authorize the granting of, or will execute and deliver, on request of the Lessee or a sublessee from time to time, any easement, right of way or similar charge over the Lands as may be required by the First Nation Council or any other Government Authority or any public utility or a sublessee of a ground sublease to enable the Lessee or a sublessee of the Lessee to develop, redevelop, construct, operate, alter or replace the Improvements in accordance with this Lease. Any such encumbrances will be prepared and granted at the sole cost of the Lessee and the Lessee will pay the Lessor's reasonable administrative charges and reasonable direct out-of-pocket costs and expenses (including any reasonable legal or other consulting fees) in connection therewith, in advance if required by the Lessor.

7. RENT

- 7.1 The Lessee has paid the Lessor, in consideration for the Lessor granting the leasehold estate created hereby in respect of the Lands for the Term, the aggregate amount of rent ("Rent") in the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby confirmed by the Lessor; the Lessor hereby confirms that no other Rent of any kind will be payable by the Lessee for the Lands during the Term.

8. TERM

- 8.1 The term of this lease shall be for a period commencing the 8th day of March 2021 and being fully completed and end on the 7th day of March 2046.

9. ASSIGNMENT

- 9.1 The Lessee shall have the right, subject to the applicable provisions of this Article 9, without the consent of the Lessor, to assign all of its interest in this Lease to any person (hereinafter called an "Assignee") whether by operation of law, sale, exchange or otherwise (except for mortgaging), enter into a transaction or series of transactions that results in a change of control of the Lessee, or if the Lessee is a corporation, reorganize, merge or amalgamate with another corporation, provided that: (a) the Lessor is provided with prior written notice of the transaction including the proposed effective date, name of the Assignee, transferee or resulting corporation and, if applicable, financial information evidencing compliance with Section 9.2; (b) the Assignee, or the Lessee after the change in control, reorganization, merger or amalgamation, as applicable, is an entity as creditworthy as the Lessee at the time of the change in control, assignment, reorganization, merger or amalgamation, as applicable with sufficient assets to satisfy the Lessee's obligations under this Lease; and (c) the Assignee, if any, enters into a written agreement with the Lessor, effective from and after the effective date of the assignment, change in control, amalgamation, reorganization or merger, as applicable, expressly agreeing to perform, observe and be bound by all of the Lessee's obligations under this Lease. Upon any assignment of this Lease, change of control, merger, reorganization or amalgamation of the Lessee, the Lessee shall not be released from its obligations, covenants and liabilities under this Lease and shall remain contractually bound to perform and observe the obligations of the Lessee under this Lease, except the assignor shall be released upon an assignment if the Assignee is an affiliate of the Lessee. If the Lessee's interest in this Lease is assigned or transferred in violation of the provisions of this Article 9, such assignment or transfer shall be void and of no force and effect against the Lessor, and the Lessee shall be in default under this Section 9.1 of this Lease.

- 9.2 The Lessee cannot assign this Lease with respect to less than all of the Lands,

except with the prior written consent of the Lessor, with such consent to not be unreasonably withheld, granted subject to conditions, or delayed.

- 9.3 The Lessee will obtain from any proposed assignee a written agreement whereby the assignee covenants and agrees that it will observe and perform all of the covenants and agreements to be observed or performed by the Lessee under this Lease.
- 9.4 The assignment of this Lease by the Lessee will not relieve and discharge the Lessee from its obligations or liabilities under this Lease except to the extent such obligations are assumed in writing by the assignee.
- 9.5 The Lessee may assign leasehold interests in portions of the Lands without the consent of the Lessor or the First Nation Council, but otherwise subject to the Land Management Code and any other land use laws and related policies of the First Nation. The Lessor will, without payment of further rent or other consideration, promptly and without delay, sign such modifications of lease and replacement leases as are required to facilitate the Lessee effecting any assignment. The Lessee will reimburse the Lessor for any reasonable costs and expenses incurred by the Lessor to comply with its obligation pursuant to this Section 9.5.
- 9.6 No assignment will be valid unless it includes the following provisions:
 - a) The assignee is bound by all terms of this Lease; and
 - b) In the event of conflict between the terms of this Lease and the assignment, the terms of this Lease will govern.
- 9.7 If the Lessee is one or more corporations, the shares of which are not publicly traded on any exchange, the Lessee will provide the Lessor with written notice of any change of control of such corporation forthwith upon that occurring.

10. SUBLETTING

- 10.1 From and after the Commencement Date, the Lessee shall have the right, subject to the applicable provisions of this Article 10, without the consent of the Lessor, to sublease all or part of the Lands or Premises to any Person, whether by a sublease, occupancy agreement, licence or other agreement granting rights for the use or occupancy of space in the Lands (each a "Sublease"), provided that the term of all and any Sublease is shorter than the Term (excluding any unexercised renewal, extension or overholding periods. Upon any Sublease of all or part of the Lands, the Lessee shall not be released from its obligations, covenants and liabilities under this Lease. If the Lands are subleased by the Lessee in violation of the provisions of this Article 10, such Sublease shall be void and of no force and effect against the Lessor and the Lessee shall be in default under this Section 10.1 of this Lease.
- 10.2 Any Sublease of the Lands or Premises will include the following provisions:
 - a) The Sublease will be expressly subject and subordinate to this Lease and to the rights of the Lessor hereunder; and
 - b) The Sublease will oblige the sublessee to not do anything in contravention of this Lease and comply with all Applicable Laws.
- 10.3 The Lessor will, in the event of termination of this Lease, provided the sublessee has cured any defaults directly affecting their subleased premises; enter into leases or subleases directly with any then existing sublessees on the same terms as contained in the subleases then in effect. The reasonable legal, administrative and consulting costs and expenses of the Lessor required to issue such lease or sublease shall be payable by the party to whom the lease is to be granted.

11. NON-DISTURBANCE

- 11.1 The Lessor hereby covenants, to and in favor of the Lessee and for the benefit of every sublessee, mortgagee, licensee, permittee, or holder of any other interest in the Lessee's leasehold estate hereunder or in any interest derived therefrom (each of which parties is herein called an "Interested Party"), that if this Lease is cancelled for any reason whatsoever prior to the expiration of the Term or if any rights of the Lessee hereunder are cancelled, suspended or interfered with for any reason whatsoever, the Lessor will not disturb or interfere with the possession, interest or rights of any such Interested Party in respect of the Lands during the Term, and any renewal or extension provided that such Interested Party observes and performs for and in favor of the Lessor, its covenants and obligations contained in its sublease, mortgage, license, permit, concession or other instrument under which such Interested Party's interest in respect of the Lands arises. The Lessor will sign such non-disturbance agreements as may be reasonably requested, but subject always to payment of the Lessor's reasonable legal costs and other costs without delay, to confirm the Lessor's agreements relating hereto. Without limiting the generality of the foregoing, the non-disturbance agreement will contain the wording of Section 10.2 when the Interested Party is a sublessee.

12. UTILITIES AND ACCESS

- 12.1 The Lessor has provided at its own expense sewer, water and utilities required to be connected to the Project, complete and installed to the property line of the Lands.
- 12.2 The Lessee will pay for all water, gas, telephone, internet, light, power, heat, air-conditioning, natural gas, sewer and garbage disposal services and facilities used in the Premises.
- 12.3 No interruption of any service or facility provided to the Premises other than due to the negligence or willful act or omission of the Lessor or a person for whom the Lessor is responsible at law will be deemed to be a disturbance of the Lessee's enjoyment of the Premises or render the Lessor liable for injury to or in damages to the Lessee or relieve the Parties from their respective obligations under this Lease.
- 12.4 The Lessee will have the right to ingress and egress to and from the Lands over access roads and right of ways in common with other legally entitled thereto, and over the lands of the Lessor if required.
- 12.5 In the event of a fire or other public emergency, persons legally entitled to respond to such emergencies will be allowed access by the Lessee to or across the Lands.

13. TAXES

- 13.1 The Lessee will pay on or before the due date in each and every year during the Term all applicable taxes, trade licenses, rates, levies, duties and assessments of any kind lawfully imposed by any competent authority pursuant to Applicable Laws, whether in respect of the Premises, fixtures, machinery, equipment or business relating to the Premises or in respect of occupation of the Premises by anyone.
- 13.2 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 13.1, the Lessee may at its own expense, contest or appeal the validity or amount of any taxes provided that the Lessee commences any proceedings to contest or appeal the validity or amount forthwith and continues with the proceedings with reasonable diligence.
- 13.3 The Lessee will, upon written request by the Lessor, provide the Lessor with copies of official receipts of the competent authority or other proof satisfactory to the Lessor, acting reasonably, evidencing payment of taxes payable with respect to the Premises.

- 13.4 The Lessee will pay and discharge all taxes, fees, levies, and/or assessments of any kind now charged or hereafter to be charged by the Lessor or any other competent authority

14. COMPLIANCE WITH LAWS

- 14.1 The Lessee agrees that at all times it shall, at its expense, observe and comply fully with all Applicable Laws. Without limiting the generality of the foregoing, the Lessee agrees that, at the Lessee's expense, it shall: (a) comply with all Environmental Laws, building standards by-laws, zoning by-laws, official plans, development approvals, and building permits relating to the Project; (b) promptly cure all violations of Applicable Laws for which the Lessee has received notice or for which a notice has been issued; (c) obtain all necessary approvals, consents, permits, and permissions for development of the Land and construction of the Improvements before commencing the work requiring such approval, consent, permit, or permission; and (d) pay all fines, penalties, interest, or other costs imposed by any Government Authority in connection with any violation of the Lessee of any Applicable Laws or to comply with any Applicable Laws.
- 14.2 Without in any way relieving or modifying the obligation of the Lessee to comply with Section 14.1, the Lessee may at its expense, contest or appeal the enforceability or validity of any of the Applicable Laws, provided that the Lessee commences any proceedings to contest or appeal the enforceability or validity thereof or any cost associated therewith immediately and continues with the proceedings with reasonable diligence.
- 14.3 The Lessee will, during the Term and at his own expense, promptly observe and comply with all Applicable Laws concerning the Lands and Improvements.
- 14.4 Without limiting the generality of paragraph 14.1, the Lessee will comply with all Applicable Laws, codes and standards applicable to the storage and handling of Hazardous Substances, including gasoline and propane.
- 14.5 The Applicable Laws, expressly referred to in paragraph 14.1 and 14.2 shall in any event be deemed to be requirements with which the Lessee shall comply as a covenant of this Lease.
- 14.6 If the Lessee is given notice of a breach of any of the Applicable Laws, or charged with any offence thereunder, or served with an order, work order or other notice in respect of them by a Government Authority or Lessor's representative, the Lessee shall forthwith provide a copy of such notice of breach, charge, order, work order or notice to the Lessor.

15. NUISANCE

- 15.1 The Lessee shall not use all or any part of the Premises, nor permit or suffer all or any part of the Premises to be used, for any lawful purpose nor for any purpose or in any manner that would constitute a nuisance of any kind to people using the surrounding properties, the Lessor, or the general public.

16. QUIET ENJOYMENT

- 16.1 The Lessee, by paying the Rent and observing and performing its covenants in this Lease, may peaceably and quietly possess, hold and enjoy the Lands during the Term without any interruption or disturbance by the Lessor or anyone claiming by or through either of them.

17. WASTE

- 17.1 The Lessee will not cause, permit or suffer the commission of any waste on the Lands.
- 17.2 The Lessee will not cause, permit or suffer the removal of any sand, gravel, topsoil, or other material constituting part of the Lands except as required by

construction, maintenance, repairs, alterations and replacements undertaken in connection with the Project or when in compliance with Applicable Laws, in which case, removal will not constitute waste.

18. RUBBISH

- 18.1 The Lessee will not cause, permit or suffer any rubbish or debris to be placed or left at the Premises except as is reasonably necessary in accordance with the uses permitted by Article 17, by the development, construction maintenance, repairs, alterations and replacements undertaken in connection with the Project or as permitted in writing by the Lessor, acting reasonably.

19. ENVIRONMENTAL STANDARDS

- 19.1 The Lessee will at all times conduct all business or activities on the Premises in compliance with Environmental Laws.

20. NO CONTAMINANTS

- 20.1 No Hazardous Substances will be used, emitted, discharged or stored on the Premises or any adjacent land by the Lessee, its officers, directors, invitees, agents, employees or sublessee except in strict compliance with Environmental Laws or lawful requirements of the federal or provincial government or authority, the First Nation Council or the Lands Manager or other lawful authority. The Lessee will immediately give written notice to the Lands Manager of the occurrence of any event in or on the Premises constituting an offence thereunder or being in breach thereof and, if the Lessee will, alone or with others, cause or permit the happening of such event, the Lessee will, at its own expense:

- (a) promptly remove the Hazardous Substances from the Premises in a manner which conforms with all such applicable Environmental Laws, permits, by-laws, ordinances, regulations, notices and orders governing the removal, movement and disposal of, Hazardous Substances; and
- (b) Provide all bonds or securities reasonably required by the Lessor or Government Authority having jurisdiction; and
- (c) if requested, obtain at the Lessee's expense, from an independent consultant designated or approved by the Lessor, acting reasonably, verification of the complete and proper removal of the Hazardous Substances from the Premises or, if such is not the case, reporting as to the extent of any failure of this Article 20.

21. COSTS ASSOCIATED WITH MITIGATION OF ENVIRONMENTAL IMPACTS

- 21.1 The Lessee will, at its own expense, remedy any damage to the Lands caused by the performance of the Lessee's obligations under Article 20 and forthwith provide to the Lands Manager a Remedial Plan detailing how it proposes to rectify such discharge of Hazardous Substances.
- 21.2 The Lessee will implement the appropriate technology, design or repair to mitigate anticipated or remediate actual adverse environmental impacts attributable to the Lessee's use of the Premises immediately following discovery or notice thereof by the Lessee. Further, the Lessee will permit the Lessor's representatives and the representatives of the First Nation Council to enter onto the Premises at all reasonable times and on reasonable prior written notice, to inspect and monitor the Lessee's activities in the course of mitigation and to ensure that the Lessee has taken reasonable steps to mitigate any reasonably anticipated or actual adverse impacts attributable to the Lessee on the Environment to the satisfaction of the Lessor. The Lessee may require that a representative of the Lessee be present.

22. POSSESSION OF HAZARDOUS SUBSTANCES

- 22.1 If the Lessee brings or creates upon the Premises or permits the bringing or creating thereon any Hazardous Substance, or if the conduct of the Lessee's business will cause there to be any Hazardous Substances, upon the Lands or the Premises notwithstanding any rule of law to the contrary, such Hazardous Substance, will be and remain the sole and exclusive property of the Lessee and will not become the property of the Lessor or the First Nation notwithstanding the degree of fixation of the Hazardous Substance, or the goods containing the Hazardous Substance, to the Premises and notwithstanding the expiry or earlier termination of this Lease.

23. SURVIVAL OF OBLIGATIONS

- 23.1 The obligations of the Lessee pursuant to Articles 18, 19, 20 and 32 will survive the expiry or earlier termination of this Lease, save only that, to the extent that the performance of these obligations requires access to or entry upon the Premises or any part thereof after the expiration or earlier termination of this Lease, the Lessee will be afforded reasonable entry and access for purposes at such times and upon such terms and conditions as the First Nation Council or the Lands Manager may from time to time reasonably specify in writing. If the Lessee, despite being afforded reasonable opportunities to perform such obligations, fails to do so, the Lessor may, at the Lessee's expense, by the Lessor's officers, employees, agents or contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Lessee, but having commenced such work, the Lessor will have no obligation to the Lessee to complete such work.

24. ALTERATIONS AND ADDITIONS

- 24.1 The Lessee will not alter, remove, add to, replace, or make substitutions for the Improvements except in compliance with Applicable Laws.

25. NEW IMPROVEMENTS

- 25.1 The Lessee will not construct any new buildings, structures or other Improvements on, under or above the Lands except in compliance with Applicable Laws and to reasonable industry and construction standards.

26. REPAIR OF PREMISES

- 26.1 The Lessee will be solely responsible, in compliance with Applicable Laws, for the erection of any Improvements on the Lands and for the condition, operation, repair, replacement, maintenance and management of the Premises.

27. SIGNS

- 27.1 The Lessee will have the right to erect or exhibit signage, in accordance with Applicable Laws, in and about any portion of the Premises in conjunction with any lawful purpose described or contemplated in Article 6.

28. LIABILITY INSURANCE

- 28.1 It is the intent of the Parties that all risk of loss for the Premises be shifted to the Lessee's insurance, to the maximum extent practicable, and personally on to the Lessee to the extent not insured for by the Tenant's insurance, including, without limitation, for the Lessor's Parties' negligence. Accordingly, during the Term, the Lessee shall maintain, or cause to be maintained, the insurance required in accordance with this Article 28 of this Lease. Insurance maintained by the Lessor, if any, whether or not paid for, in whole or in part, by the Lessee, shall not release the Lessee from any liability under this Lease nor shift any liability onto the Lessor.
- 28.2 All insurance policies required to be maintained by the Lessee under Article 28 of this Lease shall:
- a) be written on an occurrence basis, except for errors and omissions insurance and environmental liability insurance issued on a claims-made or hybrid

- basis, or as otherwise consented to by the Lessor in writing prior to the issuance, amendment, or renewal of such policy;
- b) provide that such insurance is primary to and not contributory with any similar insurance carried by the Lessor, if any;
 - c) include the Landlord as an additional insured;
 - d) include an undertaking by the insurer in each policy not to cancel or make a material change to the policy without first giving the Lessor thirty (30) days' prior written notice of cancellation or material change;
 - e) not contain a co-insurance clause for property insurance policies; and
 - f) be with insurers licensed to conduct business in the province of Ontario and which have a high insurance company credit rating within the insurance industry.

Further, the Lessee will immediately notify the Lessor of any breaches of the insurance policy that it becomes aware of and provide a copy of any notices that it receives from the insurer in this regard.

- 28.3 At all times during the Term, the Lessee, at its expense, shall maintain commercial general liability insurance, on an occurrence basis, covering all claims and liability for bodily injury (including death) and property damage (including loss of use thereof), arising out of the ownership, development, construction, repair, demolition, occupancy, use, management, or maintenance of, or the operations on, the Premises, in an amount not less than FIVE MILLION Dollars (\$5,000,000.00) per occurrence. Such policy shall include cross-liability and severability of interest clauses in favour of the Lessor. Such policy shall include endorsements (or separate policies) for, without limitation, lessor's legal liability, contractual liability, non-owned automobile liability, owned automobile liability, personal injury, employment practices liability, and owners' and contractor's protective insurance. Without limiting the foregoing, the contractual liability endorsement shall cover the performance by the Lessee of the indemnities given by it in this Lease and all the Lessee's other insurable obligations under this Lease. However, the limit of this, or any other, insurance policy shall not limit the Lessee's liability under the indemnities given by it in this Lease or its liabilities under any other provisions of this Lease.
- 28.4 At all times during the Term, the Lessee, at its expense, shall maintain property insurance covering loss or damage to the Improvements, in an amount equal to the full replacement cost thereof, from "all risks" (as such term is used in the insurance industry in the province of Ontario) and additional perils including, without limitation, fire, flood, earthquake, sewer back-up, collapse, and by-laws.

29. INSURANCE VALIDATION

- 29.1 The Lessee will not do, permit or suffer anything to be done at the Premises which might cause any policy of insurance required by this Lease to be invalidated or cancelled, and the Lessee will comply forthwith every lawful notice in writing from the Lands Manager or any insurer requiring the execution of works or discontinuance of any use of the premises in order to avoid invalidation or cancellation of any insurance.
- 29.2 The Lessee releases and indemnifies the Lessor and the First Nation from all liability for loss or damage caused by or resulting from any of the perils or injury against which it has covenanted in this Lease to insure, except if the loss, damage or injury may arise out of the negligence or omission of the Lessor, the First Nation, its officers, employees, agents or contractors, and even though the Lessee has failed to so insure.
- 29.3 The Lessee will, upon reasonable request therefore, deliver certificates of the insurance evidencing every policy of insurance that is required by this Lease within a reasonable time after the insurance is effected and will, upon request, deliver a certificate of renewal that the insurance has been renewed or replaced at least ten (10) days before the expiry of any policy of insurance in force.
- 29.4 The Lessee will, upon written request, forthwith deliver a certified copy of every insurance policy taken out by the Lessee with respect to the Premises.

30. RESTORATION OR REPAIR OF DAMAGED PREMISES

- 30.1 Where the Lessee determines to restore or repair damage to the Premises, such restoration or repair will be carried out in good and workmanlike manner and with reasonable diligence and in compliance with Applicable Laws.
- 30.2 The Lessee, prior to commencing any work of restoring, rebuilding or replacing the Improvements, in whole or in part, will remove or screen unsightly rubble and debris resulting from damage or destruction and will keep the Lands in safe and secure condition. If the Lessee fails to perform such obligations in any material respect, the Lessor may, at the Lessee's expense, by the Lessor's officers, employees, agents or contractors and subcontractors, undertake the performance of any necessary work in order to complete such obligations of the Lessee, but having commenced such work, the Lessor will have no obligation to the Lessee to complete such work.

31. BUILDINGS, FIXTURES AND CHATTELS

- 31.1 Ownership of any Improvements made upon or to the Lands by or for the Lessee will vest in the Lessee or any sublessee, licensee, or permittee of the Lessee, as the case may be, for and during the Term, notwithstanding any rule or law to the contrary. Notwithstanding the foregoing, the Lessor will be entitled, on written notice to the Lessee delivered prior to the commencement of the last two years of the Term, setting out, if any, requirements of the Lessee to:
- a) Remove some or all its Improvements from the Lands upon expiry of the Term and leave the Lands in a clean and safe condition; and/or,
 - b) Leave some or all of the Improvements on the Lands (except trade fixtures and fixtures which contain proprietary elements of the Lessee or its sublessees which the Lessee and its sublessees shall be entitled to remove).
- 31.2 The Lessee will pay all costs and expenses incurred in the removal and disposal of the Improvements and in making good all damage caused to the Lands by the removal thereof forthwith upon demand. The Lessor and the First Nation will not be responsible to the Lessee or sublessee for any loss suffered by the Lessee or sublessee as a result of the removal or the disposal of any Improvements, moveable goods, chattels or tenant's fixtures and Improvements which the Lessee fails to remove in accordance herewith. If the Lessee does not remove and dispose of the Improvements as required, the Lessor may do so at the cost of the Lessee, including a ten per cent (10%) administration fee payable to the Lessor.

32. INDEMNITY

- 32.1 Except in the event of the negligence or willful act or omission of the Lessor, the Lessee will indemnify and save harmless the Lessor, the First Nation, the First Nation Council, the First Nation's officers, employees, agents or contractors, against and from all liability, loss, costs, claims, demands, expenses, actions, damages, suits and other proceedings, whatsoever, including consequential, howsoever arising out of or related to any breach of a Lessee's covenant or for personal injury, death or property damage or loss arising out of or related to any act or omission of the Lessee, its officers, employees or agents or any person for whom the Lessee is responsible, including a sublessee, licensee, franchisee, permittee or mortgagee in possession.

33. FORFEITURE

- 33.1 If the Lessee:
- a) Fails to pay the Rent when due under this Lease; or
 - b) Is alleged to be in material default of a material obligation hereunder; then the Lessor may give the Lessee notice of such default.

- 33.2 If the Lessor gives the Lessee notice of default under Section 33.1 and either:
- a) the default is a default mentioned in subsection 33.1(b) and is not cured within thirty (30) days after the notice is given, then, subject to the provisions of this Article 33 and to the rights of the parties under Article 46, the Lessor may by notice to the Lessee declare the Term ended; or
 - b) The default is a default mentioned in subsection 33.1(b) and
 - I. is reasonably capable of being cured within sixty (60) days after the notice is given, and the Lessee fails to cure the default within the sixty (60) days; or
 - II. is not reasonably capable of being cured within sixty (60) days after the notice is given and the Lessee fails to commence to cure the default with reasonable diligence upon receipt of the notice and to proceed to cure it with reasonable diligence to completion,

Then subject to the provisions of this Article 35 and to the rights of the parties under Article 46, the Lessor may seek an order of a court of competent jurisdiction ordering the termination of this Lease.

The Lessee will be entitled to seek from a court of competent jurisdiction relief from forfeiture in accordance with Applicable Laws in connection with a termination of this Lease in accordance with this Article 33.

- 33.3 If the Lessor declares the Term ended as provided in Section 33.2(a), or a court of competent jurisdiction ordering the termination of this Lease as provided in Section 33.2(b), then except as otherwise expressly provided in this Lease, and subject to the rights of the parties under Article 46, or otherwise at law, this Lease and everything contained in it and the leasehold estate and Term will thereupon terminate without re-entry or any other act or legal proceedings, and the Lessor may re-enter the Lands and possess and enjoy them as if the Lease had not been made.
- 33.4 Notwithstanding a declaration by the Lessor that the Term has ended, the Lessor will be entitled to recover from the Lessee the rent then accrued or accruing, and enforce any right of action against the Lessee in respect of any antecedent breach of any of the Lessee's covenants including a right of action under Article 32 and the reasonable costs and expenses of the Lessor in enforcing its rights.
- 33.5 No notice to the Lessee hereunder will be valid for any purpose unless and until a copy of such notice is also given to each mortgagee and sub lessee. The copy of such notice may be given to the mortgagee and sub lessee at the address specified by the mortgagee and sub lessee and otherwise on the same terms and conditions as applicable to notices referred to in Article 48.
- 33.6 Any curing of a default by a mortgagee or sublessee will be construed as curing of that default by the Lessee.
- 33.7 If any disagreement arises as to the occurrence or subsistence of a material default hereunder or whether the curing of any such default is promptly commenced, has been substantially completed or is proceeding with reasonable diligence, and without limiting any other remedies or relief that might be available to the Lessee, a mortgagee or sublessee in accordance herewith or at law, the question may be dealt with in accordance with Article 47 of this Lease.

33.8 The Lessor acknowledges that in consideration of the Rent, the Lessor will, to the fullest extent reasonably possible, seek recourse in respect of alleged material default by the Lessee hereunder by way of a claim in law against the Lessee for debt or damages, as the case may be, recoverable against the Lands or the rents derived therefrom by the Lessee, or seek an order of a court of competent jurisdiction restraining a continuing breach, and will not resort to exercising a right to cancel this Lease and forfeit the leasehold estate except in respect of a serious or continuing breach of a material covenant hereunder for which a reasonable and adequate alternate remedy has not been, or cannot reasonably be, obtained.

34. PERFORMANCE OF COVENANTS

34.1 All agreements, terms, conditions, provisions, duties and obligations to be performed or observed by the Lessee under this Lease will be deemed to be Lessee's covenants and all the Lessee's covenants in this Lease are made with the Lessor for the Lessee and for its successors and assigns. Without limiting any other remedy of the Lessor under this Lease, the Lessor may request the Lessee in writing to perform the covenant, and if the Lessee does not perform it within thirty (30) days of such order the Lessor may, but will not be obligated to, do whatever is reasonably necessary to perform it. The Lessee will pay to the Lessor any cost or expense reasonably incurred by the Lessor in performing the covenant or enforcing its rights under this Lease forthwith upon demand by the Lessor.

34.2 The Lessee will provide the First Nation Council, their officers, employees, agents, contractors and subcontractors, with and without vehicles and equipment, convenient access to the Premises at all reasonable times on reasonable prior written notice, except in the case of an emergency, for the purposes of viewing the Premises and otherwise determining that the Lessee's covenants are being duly observed and performed. The Lessee may require that a representative of the Lessee be present provided that such representative is available on reasonable notice.

34.3 The Lessee will also provide the First Nation Council, their officers, employees, agents, contractors and subcontractors with and without vehicles and equipment all reasonable and necessary access to the Premises for the purpose of performing the Lessee's covenants pursuant to Section 34.1.

35. PAYMENTS PAID BY LESSOR COLLECTABLE AS RENT

35.1 If at any time before or after the expiration or earlier termination of the Lease the Lessor suffers or incurs any damage, loss or expense by reason of any failure of the Lessee to perform or observe any of the Lessee's covenants or makes any payment for which the Lessee is liable under this Lease, or if the Lessor is compelled or, acting reasonably, elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of the Lessee under this Lease (including any action or proceeding against the Lessee) and succeeds in establishing such default, then in every such case the amount of damage, loss, expense or payment (including legal fees on a solicitor-client basis), together with interest as provided in Section 36.1, will be paid by the Lessee to the Lessor forthwith on demand.

35.2 The amount of any damage, loss, expense or payment referred to in Section 35.1 will be recoverable in the manner provided by law for the recovery of rent in arrears.

36. ARREARS TO BEAR INTEREST

36.1 If the Rent or any other sum owing by the Lessee to the Lessor under this Lease is not paid within thirty (30) days from the date on which it is due then it will bear interest at the Prime Rate as set forth in the Bank of Canada Review in effect from time to time plus four percent (4%) per annum from the date the Rent or the sum is due until the date of the payment by the Lessee, but this stipulation for interest will not prejudice or affect any other remedies of the Lessor under this Lease or otherwise, or be construed to relieve the Lessee from any default in making the Rent payment at the time and in the manner specified in this Lease.

37. REMEDIES CUMULATIVE

37.1 All rights and remedies of the Lessor are cumulative and are in addition to and do not exclude any other right or remedy provided in this Lease or otherwise allowed by law.

37.2 All rights and remedies of the Lessor may be exercised concurrently.

38. SURRENDER OF POSSESSION

38.1 Subject to Article 31, when the Term expires or otherwise ends, the Lessee will peaceably surrender the Lands and the Improvements, as applicable, as provided in this Lease.

39. HOLDING OVER

39.1 There shall be no holding over except with the express written consent of the Lessor.

40. NET LEASE

40.1 This Lease is to be a completely carefree net lease and except as otherwise set out herein the Lessor is not to be responsible during the Term for any costs, charges, expenses or outlays of any nature in respect of the Premises.

40.2 The Lessee will be responsible for prompt payment of the Lessor's reasonable direct out of pocket expenses incurred in connection with execution and delivery of further and other documents when required hereunder or in connection herewith.

41. REPRESENTATIONS AND WARRANTIES OF THE LESSOR

41.1 Except as otherwise set out herein, no representation, warranties or conditions have been made to the Lessee in respect of the Lands by the Lessor, the First Nation, its First Nation Council Members, Officials, servants and agents.

41.2 The Lessor represents and warrants to the Lessee, and acknowledges that the Lessee is relying thereon, that:

- a) it will take all commercial best efforts promptly when requested from time to time by the Lessee to ensure satisfactory access to the Premises by public or private road or right of way, and from and when such access is obtained the Lessee's obligations hereunder are subject to such access remaining available during the Term;
- b) the Lands are capable for development pursuant to the Lessee's

intended use and to the best of the Lessor's knowledge there are no environmental, heritage or cultural prohibitions to such development;

- c) the Lands are free and clear of all encumbrances except for the Permitted Encumbrances;
- d) there are no mortgages, assignment of rents or leases registered on title to the Lands which have priority over this Lease;
- e) There are no restrictive covenants on title to the Lands which would restrict the Lessee's use of the Lands for the Project;
- f) the Lands are not subject to any leases, easements, covenants, restrictions, or the like which in any manner interfere with, impede, limit, prevent and/or restrict in any manner or to any degree, the Lessee's construction and use of the Lands for any lawful purpose;
- g) the development and operation of the Project is permitted in accordance with the requirements of the Land Management Code; and
- h) To the best of the information, knowledge and belief of the Lessor, there are no Hazardous Substances on or under the Lands and no order or proceeding has been given or initiated with respect to the environmental condition of the Lands.

41.3 The Lessor shall indemnify and save harmless the Lessee from and against any and all claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions and any and all costs arising in connection therewith suffered by the Lessee as a result of the representations and warranties in section 41.2 not being true and correct. The Lessor acknowledges and agrees that section 41.2 is a fundamental provision of this Lease and any breach thereof by the Lessor shall constitute a fundamental breach of this Lease causing irreparable harm to the Lessee and the Lessee may obtain injunctive relief, together with the use of any other rights and remedies available to the Lessee in law and in equity, to protect its rights under and interest in this Lease.

41.4 The representations and warranties contained in this Section 41 shall not merge with, but rather will survive, the execution and delivery of this Lease, for the Term.

42. THE FIRST NATION AS GOVERNMENT AUTHORITY

42.1 The Lessee acknowledges and agrees that the Lessee and any use of the Lands will be subject to all Applicable Laws and requirements, including all Applicable Laws and requirements lawfully imposed by the First Nation or the Lands Manager of the First Nation. Without limiting the foregoing, nothing in this Lease will in anyway derogate from:

- a) any power or authority of the First Nation as Governmental Authority;
- b) any power or authority of the Lands Manager of the First Nation; and
- c) no decision, failure to decide, action or inaction by the First Nation

as Governmental Authority will render the First Nation liable under this Lease.

43. CERTIFICATE OF STATUS

43.1 The Lessor will from time to time, provided this Lease is in good standing, upon not less than 15 days prior request by the Lessee, execute and deliver to the Lessee or to any other addressee as requested by the Lessee, a statement in writing prepared by the Lessee and certifying:

- a) that this Lease is unmodified and in full force and effect or if modified, identifying such modifications and confirming that the Lease is in full force and effect as modified;
- b) that, to the best of the Lessor's knowledge and belief, having not made investigations beyond information in the possession or control of the Lessor and not having sought legal advice, the Lessee is not in default of any provision of this Lease, or if in default, the particulars thereof; and
- c) Any other matters related to this Lease as may be reasonably requested.

44. OTHER ENCUMBRANCES

44.1 The Lessor will authorize the granting of or will execute and deliver any easement, right of way or similar charge over the Lands as may be reasonably required by the First Nation or any public utility or approving authority to enable the Lessee to develop or redevelop the Lands for any lawful purpose, provided the Lessor will not be obliged to incur any costs in connection therewith.

44.2 The Lessor, on behalf of and so as to bind itself and its heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Lessee that during the Term:

- a) the Lessor will not use any part of the First Nation Land, or suffer or permit any part of the First Nation Land, to be used, by lease, license or otherwise, and the same will not be used, in whole or in part, for the purpose of heavy industrial uses, uses emitting toxic or noxious odors, or uses that could materially interfere with the proper access to and egress from, and the operation of, the Lessee's lawful activities on the Lands, including without limitation the Permitted Use; and
- b) the Lessor will cause all leases and offers to lease of premises on the First Nation Land to provide a covenant of the tenant thereunder that such tenant will not violate the terms of the restrictive covenant set out in subsection 44.2(a) during the term and any renewal or extension term of such lease and to further provide the agreement of such tenant that in the event of a breach of such covenant the appropriate remedy will be an injunction restraining such breach and that damages will not be an adequate remedy, and will deliver written evidence of same to the Lessee, forthwith upon request by the Lessee from time to time, to the intent that the foregoing covenants shall be restrictive covenants which shall at all times during the term of the Lease run with and be appurtenant to and for the benefit of the Lands and the leasehold interest of the Lessor pursuant to this Lease and shall

at all times during such term be a burden against, be binding upon and run with the First Nation Land and any part thereof.

- 44.3 Save and except for the Permitted Encumbrances, the Lessor shall not enter into any agreement, instrument, encumbrance, or document that in any way affects or encumbers the Lands or title to the Lands without the prior written consent of the Lessee, which consent may not be unreasonably withheld.

45. HEADING

- 45.1 All headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit, enlarge, modify or explain the scope or meaning of the Lease or any of its provisions.
- 45.2 Any reference in this Lease to an Article or Section will mean an Article or Section of this Lease unless otherwise expressly provided.
- 45.3 Any reference in this Lease to Lessee's covenants will be deemed to include all terms and conditions to be performed or observed by the Lessee under this Lease.

46. AMENDMENTS

- 46.1 This Lease constitutes the entire agreement between the Parties with respect to the subject matter of this Lease and no modification, or waiver of any provision of the Lease will be inferred from anything done or omitted by either of the Parties except by an express waiver in writing duly executed by the respective Party.
- 46.2 No condoning, excusing or overlooking by the Lessor of any default by the Lessee at any time or times in performing or observing any of the Lessee's covenants will operate as a waiver of or otherwise affect the rights of the Lessor in respect of any continuing or subsequent default and no waiver of these rights will be inferred from anything done or omitted by the Lessor except by an express waiver in writing.

47. ARBITRATION

- 47.1 Should there be a disagreement or dispute between the Parties with respect to any matter under this Agreement or the interpretation thereof, the same may be referred jointly by the Parties to a single arbitrator pursuant to the *Commercial Arbitration Act of Ontario* and any amendments thereto and the determination of such arbitrator will be final and binding upon the Parties.

48. NOTICE

- 48.1 All notices under this Lease must be given in writing and delivered in accordance with this Article 48.
- 48.2 All notices will be delivered to the other Party and no notice will be effective until such delivery has been made.
- 48.3 The addresses for delivery are:

**To the Lessor:
Atikameksheng Anishnawbek
25 Reserve Road
Naughton, ON
P0M 2M0**

**To the Lessee;
Chi Zhiingwaak Business Park Inc.
25 Reserve Road
Naughton, ON
P0M 2M0**

Communications sent in accordance with this Article 48 will be deemed effectively given: (a) when received, if delivered by hand; (b) when sent, if by facsimile or email (in each case, with confirmation of transmission) if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (c) on the fourth (4th) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

- 48.4 Either party may change the address shown in this agreement by informing the other Party of the new address, or such change will take effect fifteen (15) days after the notice is received.

49. TIME OF THE ESSENCE

- 49.1 Time is of the essence in this Lease.

50. SEVERABILITY

- 50.1 If any part of this Lease is declared or held invalid for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if this Lease had been executed without the invalid portion.

51. ENUREMENT, PLURALITY AND GENDER

- 51.1 This Lease will be for the benefit of and be binding upon the heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be, of each of the Parties. Every reference in this Lease to any Party includes the heirs, executors, administrators, successors, assigns and other legal representatives of the Party.
- 51.2 Reference to a Party will be read as if all required changes in the singular and plural and all grammatical changes rendered necessary by gender had been made.
- 51.3 If a Party is comprised of more than one Person, then all covenants and agreements of that Party will be deemed joint and several.

52. NOT A JOINT VENTURE

- 52.1 Nothing in this Lease will be construed as making the Lessor an agent, partner or joint venture with the Lessee or as creating any relationship between the Parties other than the relationship of lessor and lessee.
- 52.2 The Parties acknowledge that this Lease does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Lessor and the Lessee.

53. APPLICABLE LAWS

- 53.1 This Lease is subject to and governed by the Land Management Code and all other Applicable Laws.

54. OTHER ASSURANCES

- 54.1 Each of the parties will execute and deliver such further and other documents and

assurances as another party hereto may reasonably request to better carry out or document the intentions herein expressed.

55. CORPORATE AUTHORITY

55.1 The Lessee warrants and represents to the Lessor that:

- a) The Lessee has the authority pursuant to its constating documents to enter into this Lease and to perform all of the covenants and agreements contained herein; and
- b) The Lessee is a corporation incorporated in the province of Ontario.

56. NO OTHER AGREEMENTS BIND THE LANDS

56.1 The Lessor covenants with the Lessee that it is the sole lawful possessor of the Lands and that this Lease will not violate any agreement with any person who has, or will have, an interest in the Lands or any portion thereof.

57. AUTHORITY TO LEASE AND ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR

57.1 The Lessor represents, warrants and covenants to the Lessee, and acknowledges that the Lessee is relying thereon, that:

- a) it has good right, full power and authority to lease the Lands to the Lessee and grant the leasehold estate in the manner and according to the true intent of this Lease;
- b) the Lessor has taken all steps to request that the First Nation Council pass all First Nation Council resolutions and take all steps required under Applicable Laws, including the Land Management Code, necessary in order to permit the grant of this Lease as a lawful and binding contract on the Parties, and any appeal periods in respect of such resolutions have expired without an appeal having been commenced, or if appeals have been commenced such appeals have been withdrawn, dismissed or otherwise finally determined; and that a certified copy of the aforementioned First Nation council resolution is attached hereto as Schedule C;
- c) the Lands are not encumbered by or the subject matter of any interest or license described in Section 31.1 of the Land Management Code;
- d) neither the execution and granting of this Lease nor the performance of its terms by the Lessor will result in the breach of or constitute a default under any provision of any instrument, document or agreement to which the Lessor is subject;
- e) the Lessor does not have any indebtedness to any Person which might now or hereafter constitute a lien, charge or encumbrance on the Lands or which would affect the Lessee's leasehold interest or its right to occupy, use and enjoy the Lands throughout the Term in accordance herewith;
- f) the Lessor has not received any notice of any intention of any Governmental Authority to prohibit or restrict the granting of this Lease;
- g) there is no action, proceeding or investigation pending or threatened (or any basis therefor known to the Lessor) which may affect the ability of the Lessor to beneficially own or lease the Lands, the title of the Lessor to the Lands or the validity or enforceability of this Lease; and

- h) a majority of the Persons comprising the Lessor entering into this Lease will be sufficient authority to legally bind all of the Persons comprising the Lessor with respect to the validity and enforceability of the terms and conditions of this Lease.
- 57.2 The Lessor further represents, warrant and covenants with the Lessee, and acknowledges that the Lessee is relying thereon, that the Band Council Resolution attached hereto as Schedule C is full and sufficient consent by the First Nation, through the First Nation Council, for any present or future:
- a) assignments, transfers, dispositions of this Lease;
 - b) subleasing of the Lands or portion thereof; and
 - c) subleasing of any Improvements constructed or to be constructed on this Land or any portion thereof.
- 57.3 The Lessor shall indemnify and save harmless the Lessee from and against any and all claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions and any and all costs arising in connection therewith suffered by the Lessee as a result of the representations and warranties in this Article 57 not being true and correct, or a result of a breach of the Lessor's covenants therein. The Lessor acknowledges and agrees that this Article 57 is a fundamental provision of this Lease and any breach thereof by the Lessor shall constitute a fundamental breach of this Lease causing irreparable harm to the Lessee and the Lessee may obtain injunctive relief, together with the use of any other rights and remedies -available to the Lessee in law and in equity, to protect its rights under and interest in this Lease.
- 57.4 The representations and warranties contained in Section 57.1 shall not merge with, but rather will survive, the execution and delivery of this Lease, for the Term.

58. PROHIBITION ON FACILITATING OR COOPERATING WITH REZONING

- 58.1 The Lessor shall not take any steps to apply to rezone, nor assist with any rezoning application in respect of the Lands without the prior written consent of the Lessee. For further clarity, the Lessor agrees to support the use of the Lands for the Permitted Use unless and until it receives written consent from the Lessee permitting the Lessor to facilitate or cooperative with a change thereof.

59. BAND COUNCIL RESOLUTION

- 59.1 Attached as Schedule C to this Lease is a certified copy of the Band Council Resolution of the First Nation providing the consent of the First Nation Council and/or approval of the members of the First Nation to this Lease for the purposes of permitting the registration of this Lease in the Atikameksheng Anishnawbek Lands Registry.

60. NO WAIVER

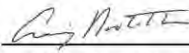
- 60.1 No condoning, excusing, or overlooking by the Lessor of any default of the Lease operates as a waiver of, or otherwise affects the rights of, the Lessor in respect of any continuing or subsequent default.
- 60.2 No waiver will be inferred from anything done or omitted to be done by the Lessor, but only from an express waiver in writing.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of this 8th day of March 2021.

LESSOR:

ATIKAMEKSHENG ANISHNAWBEK

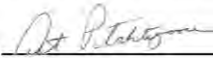
By:  _____

Name: Craig Nootchtai

Title: Gimaa

LESSEE:

CHI-ZHIINGWAAK BUSINESS PARK INC.

By:  _____

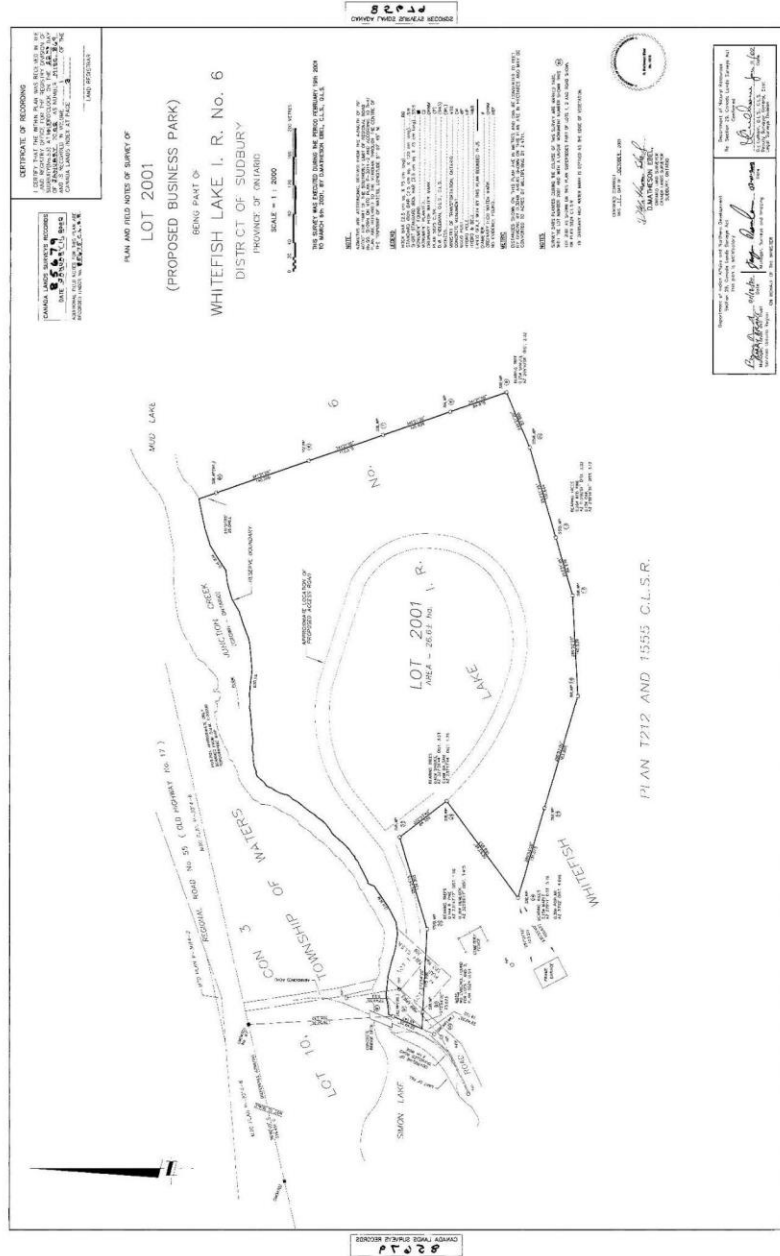
Name: Arthur Petahtegoose

Title: Board Director

Schedule A: Lands

Lot 2001, C.L.S.R. 85675,

Excepting and reserving all mines and minerals solid, liquid or gaseous which may be found to exist within, upon or under the Lands.



Schedule B: Permitted Encumbrances

Title to the Land may be subject to any and all of the following encumbrances:

None.

Schedule C: Band Council Resolution

Indian and Northern Affairs Canada / Affaires indiennes et du Nord Canada

Chronological no. - N° chronologique 2001-2002-29
File number no. - N° de référence de dossier

**BAND COUNCIL RESOLUTION
RÉSOLUTION DE CONSEIL DE BANDE**

NOTE: The words "from our Band funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.
NOTE: Les mots "des fonds de notre bande" "capital" ou "revenu" selon le cas doivent paraître dans toutes les résolutions portant sur des dépenses à faire en fonds des bandes.

The council of the Le conseil de	Whitefish Lake First Nation No. 6	Cash free balance - Solde disponible
Date of duly convened meeting Date de l'assemblée dûment convoquée	D. J. M. Y. Province 11 28 01 Ontario	Capital account Compte capital \$ _____
		Revenue account Compte revenu \$ _____

DO HEREBY RESOLVE
DECIDE, PAR LES PRÉSENTES:

We hereby grant approval for the Provisional Survey Plan of Business Park Block Outline (Lot 2001) Whitefish Lake First Nation and survey report, plan and field notes filed under SM8206-06156 Project 2000-14-145 Dorian's file 13368 as submitted by D. Matheson Ebel, O.L.S., C.I.S. from D.S. Dorland Limited. The survey plan is dated October 17, 2001. The block survey plan showing Lot 2001- consist of 26.6+- Acres or 65.7 +- Hectares of land. The survey was carried out to provide a legal description for a surrender (Designation) land purposes in order that the Business Park might be developed.

FIVE

Quorum _____

_____ (Councilor - Conseiller)	_____ (Councilor - Conseiller)	_____ (Councilor - Conseiller)
_____ (Councilor - Conseiller)	_____ (Councilor - Conseiller)	_____ (Councilor - Conseiller)
_____ (Councilor - Conseiller)	_____ (Councilor - Conseiller)	_____ (Councilor - Conseiller)

FOR DEPARTMENTAL USE ONLY - RÉSERVÉ AU MINISTÈRE			
Expenditure - Dépense	Authority Under Act / Autorité de la Loi sur les Indiens	Source of funds / Source des fonds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue / Revenu	Expenditure - Dépense
			Authority Under Act / Autorité de la Loi sur les Indiens <input type="checkbox"/> Capital <input type="checkbox"/> Revenue / Revenu
Recommending officer - Recommandé par		Recommending officer - Recommandé par	
Signature _____	Date _____	Signature _____	Date _____
Approving officer - Approuvé par		Approving officer - Approuvé par	
Signature _____	Date _____	Signature _____	Date _____



Schedule D: Royalties

Further to Section 2(d)(i)(E), the Royalty shall be determined as follows:

- (i) during the first five (5) years of the Term, being Lease Years 1 to 5, by multiplying \$0.0025 by the number of litres of gasoline or diesel sold from the Premises during the preceding calendar month;
- (ii) during the next five (5) Lease Years, being Years 6 to 10, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding 5 years;
- (iii) during the next five (5) Lease Years, being Years 11 to 15, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years;
- (iv) during the next five (5) Lease Years, being Years 16 to 20, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years.
- (v) during the next five (5) Lease Years, being Years 21 to 25, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding 5 years;
- (vi) during the next five (5) Lease Years, being Years 26 to 30, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years;
- (vii) during the next five (5) Lease Years, being Years 31 to 35, the Royalty shall be increased by a percentage equal to the percentage increase in the Consumer Price Index – All Items, for the immediately preceding five (5) years.

In no event may any Royalty, as so calculated, be less than zero.

Schedule F: Band Council Resolution

Schedule G: Redacted Lease Agreement

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

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

A Commissioner, etc.



Commercial Lease Application

The applicant and any guarantor will be evaluated for financial capacity.

If your business is an S-Corp, LLC or other entity, please provide the last 2 years of financial statements and an interim balance sheet dated within 6 months of your application, as well as the past 2 years of tax returns.

If you operate a business as a sole proprietor, please provide the last 2 years of tax returns, and personal financial statement if available.

Applicant/ <u>Guarantor</u> if not Applicant		
Original Traders Energy LP		
Residence Address 1110 Highway 54		
City Caledonia	State Ontario	Zip N3W 2G9
Phone 519-512-2245		
Social Security Number		
Position or Occupation Brian Page - Vice President		
Business Name (US Corp) OTE USA LLC		
Business Address 200-1504 Grand River Avenue East Lansing		
City East Lansing	State MI	Zip 48823
Phone TBA		
Tax ID: 38-4171784		
We the undersigned, hereby certify the foregoing to be complete and accurate and authorize you to verify the above information and any related information necessary including credit checks. We further understand and agree that any false or misleading information can result in immediate rejection of this application and forfeiture of any deposits mad in connection with this application.		
SIGNATURE: x <u>B. Page</u> (Applicant)		
DATE: <u>08/26/21</u>		

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

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

A Commissioner, etc.



Ontario

Ministry of Finance
33 King St W
PO Box 625
Oshawa ON L1H 8H9

Exporter Registration Certificate

Issued pursuant to the
Fuel Tax Act

ORIGINAL TRADERS ENERGY LTD., ^{FUL - aL136} GENERAL
PARTNER OF ORIGINAL TRADERS ENERGY LP,
A LIMITED PARTNERSHIP
3-1110 HIGHWAY 54
CALEDONIA ON N3W 2G9

Issue Date	01-Nov-2022
Business No.	784930489TF0001
Reference No.	L1197461440
Effective Period	01-Nov-2022 to 31-Dec-2022

This certificate is not transferable.

Street: A LIMITED PARTNERSHIP 3-1110 HIGHWAY 54 City/Town: CALEDONIA

The person named in this certificate is registered as an exporter under the *Fuel Tax Act* to take fuel product(s) in bulk out of Ontario.

This certificate, or a copy, must be kept in possession of the operator of the vehicle transporting the fuel product(s) out of Ontario and **must be** produced upon request by authorized personnel.

This certificate is subject to suspension or cancellation if the registered person contravenes or permits the contravention of any provision of the *Fuel Tax Act* or regulations or the specific conditions, limitations or restrictions listed below.

The above company is authorized to use this certificate for the following purposes:

- All exporters are responsible for ensuring that the common carrier they use to transport their product holds a valid Interjurisdictional Transporter Registration Certificate.
- Exporter of clear fuel in bulk out of Ontario.
- Exporter of coloured fuel in bulk out of Ontario.

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

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

A Commissioner, etc.



Ontario

Ministry of Finance
33 King St W
PO Box 625
Oshawa ON L1H 8H9

Importer Registration Certificate

Issued pursuant to the
Fuel Tax Act

ORIGINAL TRADERS ENERGY LTD., GENERAL
PARTNER OF ORIGINAL TRADERS ENERGY LP,
A LIMITED PARTNERSHIP
3-1110 HIGHWAY 54
CALEDONIA ON N3W 2G9

FUL - aL146

Issue Date	01-Nov-2022
Business No.	784930489TF0001
Reference No.	L0123719616
Effective Period	01-Nov-2022 to 31-Dec-2022

This certificate is not transferable.

Street: A LIMITED PARTNERSHIP 3-1110 HIGHWAY 54 City/Town: CALEDONIA

The person named in this certificate is registered as an importer under the *Fuel Tax Act* for the purpose of bringing, or causing to be brought, fuel product(s) in bulk into Ontario.

This certificate, or a copy, must be kept in possession of the operator of the vehicle transporting the fuel product(s) into Ontario and **must be** produced upon request by authorized personnel.

This certificate is subject to suspension or cancellation if the registered person contravenes or permits the contravention of any provision of the *Fuel Tax Act* or regulations or the specific conditions, limitations or restrictions listed below.

The above company is authorized to use this certificate for the following purposes:

- All Importers are responsible for ensuring that the common carrier they use to transport their product holds a valid Interjurisdictional Transporter Registration Certificate.
- Importer of clear fuel in bulk into Ontario.
- Importer of coloured fuel in bulk into Ontario.

This is Exhibit "O" 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 written above a horizontal line.

A Commissioner, etc.



Ministry of Finance
33 King St W
PO Box 625
Oshawa ON L1H 8H9

**Interjurisdictional Transporter
Registration Certificate**
Issued pursuant to the
Fuel Tax Act

FUL - aL142
ORIGINAL TRADERS ENERGY LTD., GENERAL
PARTNER OF ORIGINAL TRADERS ENERGY LP,
A LIMITED PARTNERSHIP
3-1110 HIGHWAY 54
CALEDONIA ON N3W 2G9

Issue Date	01-Nov-2022
Business No.	784930489TF0001
Reference No.	L0660590528
Effective Period	01-Nov-2022 to 31-Dec-2022

This permit is not transferable.

Street: A LIMITED PARTNERSHIP 3-1110 HIGHWAY 54 City/Town: CALEDONIA

The person named in this certificate is registered as an interjurisdictional transporter under the *Fuel Tax Act* for the purpose of transporting or transferring fuel product(s) in bulk into, or out of, Ontario.

This certificate, or a copy, must be kept in possession of the operator of the vehicle transporting or transferring the product(s) in bulk into or out of Ontario, and **must be** produced upon request by authorized personnel. This certificate is not transferable.

This certificate is subject to suspension or cancellation if the registered person contravenes or permits the contravention of any provision of the *Fuel Tax Act* or regulations or the specific conditions, limitations or restrictions listed below.

The above company is authorized to use this certificate for the following purposes:

- Interjurisdictional transporter of clear fuel into or out of Ontario.
- Interjurisdictional transporter of coloured fuel into or out of Ontario.

We are committed to providing accessible service. If you require an alternative format please contact us at the number below.

Enquiries 1 866 ONT-TAXS Fax 1 866 888-3850 Teletypewriter (TTY) 1 800 263-7776
1 866 668-8297 Internet **ontario.ca/finance**

This is Exhibit "P" 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".

A Commissioner, etc.



Ontario

Ministry of Finance
33 King St W
PO Box 625
Oshawa ON L1H 8H9

Importer Registration Certificate

Issued pursuant to the
Gasoline Tax Act

GAS - aL146
ORIGINAL TRADERS ENERGY LTD., GENERAL
PARTNER OF ORIGINAL TRADERS ENERGY LP,
A LIMITED PARTNERSHIP
3-1110 HIGHWAY 54
CALEDONIA ON N3W 2G9

Issue Date	01-Nov-2022
Business No.	784930489TG0001
Reference No.	L1734332352
Effective Period	01-Nov-2022 to 31-Dec-2022

This certificate is not transferable.

Street: A LIMITED PARTNERSHIP 3-1110 HIGHWAY 54 City/Town: CALEDONIA

The person named in this certificate is registered as an importer under the *Gasoline Tax Act* for the purpose of bringing, or causing to be brought, gasoline product(s) in bulk into Ontario.

This certificate, or a copy, must be kept in possession of the operator of the vehicle transporting the gasoline product(s) into Ontario and **must be** produced upon request by authorized personnel.

This certificate is subject to suspension or cancellation if the registered person contravenes or permits the contravention of any provision of the *Gasoline Tax Act* or regulations or the specific conditions, limitations or restrictions listed below.

The above company is authorized to use this certificate for the following purposes:

- All Importers are responsible for ensuring that the common carrier they use to transport their product holds a valid Interjurisdictional Transporter Registration Certificate.
- Importer of ethanol blended gasoline in bulk into Ontario.

This is Exhibit "Q" 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 written above a horizontal line.

A Commissioner, etc.



Ministry of Finance
 33 King St W
 PO Box 625
 Oshawa ON L1H 8H9

**Interjurisdictional Transporter
 Registration Certificate**
 Issued pursuant to the
Gasoline Tax Act

GAS - aL142

ORIGINAL TRADERS ENERGY LTD., GENERAL
 PARTNER OF ORIGINAL TRADERS ENERGY LP,
 A LIMITED PARTNERSHIP
 3-1110 HIGHWAY 54
 CALEDONIA ON N3W 2G9

Issue Date	01-Nov-2022
Business No.	784930489TG0001
Reference No.	L0219295680
Effective Period	01-Nov-2022 to 31-Dec-2022

This permit is not transferable.

Street: A LIMITED PARTNERSHIP 3-1110 HIGHWAY 54 City/Town: CALEDONIA

The person named in this certificate is registered as an interjurisdictional transporter under the *Gasoline Tax Act* for the purpose of transporting or transferring gasoline product(s) in bulk into, or out of, Ontario.

This certificate, or a copy, must be kept in possession of the operator of the vehicle transporting or transferring the product(s) in bulk into or out of Ontario, and **must be** produced upon request by authorized personnel. This certificate is not transferable.

This certificate is subject to suspension or cancellation if the registered person contravenes or permits the contravention of any provision of the *Gasoline Tax Act* or regulations or the specific conditions, limitations or restrictions listed below.

The above company is authorized to use this certificate for the following purposes:

- Interjurisdictional transporter of gasoline in bulk into or out of Ontario.
- Interjurisdictional transporter of denatured fuel ethanol in bulk into or out of Ontario.
- Interjurisdictional transporter of ethanol blended gasoline in bulk into or out of Ontario.

We are committed to providing accessible service. If you require an alternative format please contact us at the number below.

This is Exhibit "R" 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 written above a horizontal line.

A Commissioner, etc.



Date: 06.12.2022

Client No / No client: 784930489RM0001

Business Name (Legal Entity) / Nom d'entreprise légal:

Original Traders Energy L. P.
UNIT 3 1110 BRANT HWY 54
CALEDONIA, ON N3W 2G9

Notice of Arrears

Hello,

Our records show that you did not pay the amount you owe on your account, which was due on 03.10.2022.

You owe: \$19,376,773.59

Avoid further interest charges by paying now.

There are several easy ways you can make a payment:

- 1. Pay online through your bank.** Select the Canada Border Services Agency as the payee and enter your business number and revenue number (RM)
- 2. Pay by cheque or money order.** Make it payable to the "Receiver General for Canada" and send it to:
Accounts Receivable Management Unit
1018-333 North River Road
Ottawa ON K1A 0L8

For more payment options go to
<https://www.cbsa-asfc.gc.ca/prog/arl-glcc/pay-paie-eng.html>.

Interest will continue to add up at the rate of approximately 9.95% on the unpaid amount. If you do not pay, you risk further action being taken against you under the Customs Act. This Notice of Arrears is given to you as authorized to subsection 97.22(1) of the Customs Act.

For assistance, please call 1-866-484-1217.

Sincerely,

Canada Revenue Agency

Avis d'arriérés

Bonjour,

Nos dossiers indiquent que vous avez omis de payer le solde de votre compte, paiement qui était dû le 03.10.2022.

Ce montant s'établit à: 19 376 773.59\$

Payez maintenant pour éviter d'autres frais d'intérêt.

Il existe plusieurs façons simples d'effectuer un paiement:

- 1. Payez en ligne par l'entremise de votre institution bancaire.** Choisissez l'Agence des services frontaliers du Canada comme fournisseur et entrez votre numéro d'entreprise et votre numéro de revenu (RM)
- 2. Payez par chèque ou mandat bancaire.** Faites votre paiement à l'ordre du « Receveur général du Canada » et le faire parvenir à l'adresse suivante :
Unité de gestion des comptes débiteurs
1018-333, chemin North River
Ottawa (Ontario) K1A 0L8

Pour plus d'options de paiement, allez à
<https://www.cbsa-asfc.gc.ca/prog/arl-glcc/pay-paie-fra.html>

Des intérêts continueront à être imputés au taux d'environ 9,95% sur le montant impayé. Si vous omettez de payer le montant dû, vous risquez que d'autres mesures soient prises contre vous en vertu de la Loi sur les douanes. Le présent avis d'arriérés vous est remis conformément au paragraphe 97.22 (1) de la Loi sur les douanes.

Pour obtenir de l'aide, veuillez composer le 1-866-484-1217.

Veuillez agréer l'expression de nos sentiments distingués.

Agence du revenu du Canada

This is Exhibit "S" 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".

A Commissioner, etc.



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)

**ORIGINAL TRADERS ENERGY LP, ORIGINAL TRADERS ENERGY LTD.,
OTE LOGISTICS LP, SCOTT HILL and DONALD HERBERT MILES HILL**

Plaintiffs

and

**GLENN PAGE, MANDY COX, BRIAN PAGE, KELLIE HODGINS,
2658658 ONTARIO INC. c.o.b.a. GPMC HOLDINGS,
2745384 ONTARIO INC. c.o.b.a. GPMC MANAGEMENT SERVICES and
PICASSOFISH CREATIVE DESIGN,
GEN 7 BRANDS INTERNATIONAL INC., ALDERVILLE GAS LTD.,
2700287 ONTARIO INC. OTE USA LLC, OT ENERGY INC.
JOHN DOE G7 SOUTHWOLD, JOHN DOE G7 MORAVIAN,
JOHN DOE G7 SARNIA, JOHN DOE G7 WALPOLE,
JOHN DOE G7 ROSENEATH, JOHN DOE G7 CURVE LAKE,
JOHN DOE G7 FRENCH RIVER, JOHN DOE G7 NORTH BAY,
JOHN DOE G7 SAULT, 7069847 CANADA LIMITED,
11222074 CANADA LTD., and CONSOLIDATED LOGISTICS INC.**

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

- 2 -

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.

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.

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 court office: Superior Court of Justice
330 University Avenue, 8th Floor
Toronto ON M5G 1R7

TO: Glenn Page
118 Main Street North
P O Box 1063
Hamilton ON L0R 2H0

AND TO: Mandy Cox
118 Main Street North
P O Box 1063
Hamilton ON L0R 2H0

AND TO: Brian Page
420 Cambridge Street
Winnipeg MB R3M 3G7

AND TO: Kellie Hodgins
2010 Cleaver Avenue, #112
Burlington ON L7M 4C1

- 3 -

- AND TO: 2658658 Ontario Inc. c.o.b.a. GPMC Holdings
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: 2745384 Ontario Inc. c.o.b.a. GPMC Management Services
and Picassofish Creative Design
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: Gen 7 Brands International Inc.
Bella Rosa Road
Rodney Bay, Gros Islet
St. Lucia
c/o McNamara Corporate Services Inc.
- AND TO: Alderville Gas Ltd.
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: 2700287 Ontario Inc.
118 Main Street North
Waterdown ON L0R 2H0
- AND TO: OTE USA LLC
40600 Ann Arbor Road East
Suite 201
Plymouth Michigan USA
c/o The Corporation Company 48170-465
- AND TO: OT Energy Inc.
1504 East Grand River Avenue
Suite 200
East Lansing Michigan USA 48823
- AND TO: John Doe G7 Southwold
101 Bodkin Road
Southwold Ontario N01 2G0;
- AND TO: John Doe G7 Moravian
14787 Selton Line,
Thamesville Ontario N0P 2K0
- AND TO: John Doe G7 Sarnia
21 Indian Road South,
Sarnia Ontario N7T 7H5
- AND TO: John Doe G7 Walpole
1078 Snye Road,
Wallaceburg Ontario N8A 4K9

- 4 -

- AND TO: John Doe G7 Roseneath
8754 Highway 45,
Roseneath Ontario K0K 2X0
- AND TO: John Doe G7 Curve Lake
1419 Mississauga Road,
Curve Lake Ontario K0L 1R0
- AND TO: John Doe G7 French River
49 Beckanon Road,
Britt Ontario P0G 1A0
- AND TO: John Doe G7 North Bay
1 Jocko Point Road,
North Bay Ontario
- AND TO: John Doe G7 Sault
482 Gran Street,
Sault St. Marie Ontario P6A 0C4
- AND TO: 7069847 Canada Limited
1180 Fife Street
Winnipeg MB R2X 2N6
- AND TO: 11222074 Canada Ltd.
1700 – 360 Main Street
Winnipeg MB R3C 3Z3
- AND TO: Consolidated Logistics Inc.
2502 Elm Street
Sudbury ON P3E 4R6

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CLAIM

1. The plaintiffs claim:

- (a) as against the defendants Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins, damages in amounts to be determined at trial, for:
 - (i) breach of fiduciary duty;
 - (ii) breach of statutory duty;
 - (iii) breach of contract;
 - (iv) theft, conversion and misappropriation of funds, assets and opportunities;
 - (v) conspiracy to carry out the aforesaid unlawful acts;
 - (vi) inducing the aforesaid unlawful acts;
 - (vii) knowingly assisting in the aforesaid unlawful acts;
 - (viii) being in knowing receipt of funds and assets wrongfully taken by means of the aforesaid unlawful acts;
 - (ix) intentional interference and tampering with the business, information systems, books and records of the plaintiffs;
 - (x) unjust enrichment; and
 - (xi) negligence in the performance and abandonment of their lawful duties;

- 6 -

- (b) as against the defendants 2658658 Ontario Inc., c.o.b.a. GPMC Holdings ("GPMC 1"), 2745384 ONTARIO Inc., c.o.b.a. GPMC Management Services and Picassofish Creative Design ("GPMC 2"), Gen 7 Brands International Inc., ("GPMC St. Lucia"), Alderville Gas Ltd., ("AGL"), 2700287 Ontario Inc. ("270CO"), OTE USA LLC ("OTE USA"), OT Energy Inc. ("OT Michigan"), 7069847 Canada Limited ("706CO") and 11222074 Canada Ltd. ("112CO"), damages in amounts to be determined at trial, for:
- (i) theft, conversion and misappropriation of funds, assets and opportunities;
 - (ii) knowingly assisting in the aforesaid unlawful acts referred to in paragraphs 1(a) and (b);
 - (iii) being in knowing receipt of funds and assets wrongfully taken by means of the aforesaid unlawful acts;
 - (iv) conspiracy to carry out the aforesaid unlawful acts;
 - (v) intentional interference and tampering with the business, information systems, books and records of the plaintiffs;
 - (vi) breach of contract; and
 - (vii) unjust enrichment;
- (c) as against the defendants John Doe G7 Southwold, John Doe G7 Moravian, John Doe G7 Sarnia, John Doe G7 Walpole, John Doe G7 Roseneath, John Doe G7 Curve Lake, John Doe G7 French River, John Doe 67 North Bay, and John Doe

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G7 Sault (collectively, the "**Gen 7 Station Entities**"), damages in amounts to be determined at trial for:

- (i) breach of contract and failure to pay for fuel ordered and delivered;
 - (ii) theft, conversion and misappropriation of funds;
 - (iii) being in knowing receipt of funds wrongfully taken by means of the unlawful acts described in paragraphs 1(a), (b) and (c);
 - (iv) conspiracy to carry out the aforesaid unlawful acts;
 - (v) knowingly assisting in the aforesaid unlawful acts; and
 - (vi) unjust enrichment;
- (d) as against the defendant, Consolidated Logistics Inc. ("**CLI**"):
- (i) an interim, interlocutory, and mandatory Order requiring CLI to:
 - (1) deliver forthwith upon request of OTE LP, and in any event, within one business day of any such request, the rail tank cars and their contents described herein; and
 - (2) continue to deliver forthwith as directed by OTE LP the contents of the rail tank cars;
 - (ii) an order declaring OTE LP's right to possession of the rail tank cars and their contents;

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- (iii) a declaration that CLI is not entitled to demurrage charges resulting from CLI's delay in delivering the rail tank cars; and
- (iv) damages in an amount to be determined by the Court, for:
 - (1) conversion of property and assets;
 - (2) breach of contract;
 - (3) unlawful interference in OTE LP's property rights and business operations;
 - (4) conspiracy; and
 - (5) unjust enrichment;
- (e) as against all of the defendants, Orders:
 - (i) if necessary, abridging the time for service or dispensing with service of this Statement of Claim;
 - (ii) for the tracing, accounting and safe-keeping of the funds and assets wrongfully taken by means of the aforesaid unlawful acts, including all other funds and assets into which they were converted;
 - (iii) declaring that the funds and assets wrongfully taken by means of the aforesaid unlawful acts, and all other funds and assets into which they were converted, are held in constructive trust by the defendants for the benefit of the plaintiffs;

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- (iv) declaring that the defendants have been unjustly enriched by the aforesaid unlawful acts, and requiring restitution to the plaintiffs by the return and disgorgement of all monies and assets unlawfully taken or received, and all property into which the funds and assets wrongfully taken or received were converted;
- (v) under s.248 of the *Business Corporations Act* (Ontario) R.S.O. 1990, c. B.16, as amended, remedying the misconduct of the defendants, and compensating the plaintiffs for the harm and unfair prejudice to their interests, as the Court thinks fit, in connection with the aforesaid unlawful acts relating to the business and affairs of Original Traders Energy LP, Original Traders Energy Ltd., OTE Logistics LP, the Gen 7 Station Entities, GPMC 1, GPMC 2, GPMC St. Lucia, OTE USA LLC, OT Michigan, OTE International LP, AGL, 270CO, 706CO and 112CO;
- (vi) punitive damages in the amount of \$1,000,000 as against each defendant, jointly and severally;
- (vii) pre-judgment and post-judgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C43, as amended;
- (viii) the costs of this action on a substantial indemnity basis, plus HST; and
- (ix) such further and other relief as to this Honourable Court seems just.

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THE PARTIES

2. The plaintiff Original Traders Energy LP ("**OTE LP**") is a limited partnership formed under the *Limited Partnership Act* (Ontario), on August 30, 2017. Since that time, it has been in the business of importing and blending fuel products to supply to gas stations customers in Ontario.

3. The plaintiff Original Traders Energy Ltd. ("**OTE**") is a corporation incorporated under the *Business Corporations Act* (Ontario), on July 5, 2017. Since August 30, 2017, OTE has been the general partner of OTE LP.

4. The plaintiff OTE Logistics LP ("**OTE Logistics**") is a limited partnership formed under the *Limited Partnerships Act* (Ontario), on August 24, 2018. Since that time it has been in the business of providing fuel transportation services and logistics support to the business of OTE LP.

5. The plaintiff Scott Hill is an individual residing at 7493 Indian Line Road, Wilsonville, Ontario. He is a businessman, status Indian, and a member of the Six Nations of the Grand River.

6. The plaintiff Donald Herbert Miles Hill ("**Miles Hill**") is an individual residing at 226 Mohawk Road, R.R.#1 Wilsonville, Ontario. He is a businessman, status Indian, and a member of the Six Nations of the Grand River. Scott Hill and Miles Hill are brothers.

7. The defendant Glenn Page is an individual residing in Waterdown, Ontario. Until on or about July 14, 2022, he was the president of OTE. At all material times prior to that he was also an officer and director, or *de facto* officer and director, and had complete executive and operational control over OTE, OTE LP, OTE Logistics and their businesses. He was also employed by or served the interests of the other defendants

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8. The defendant Mandy Cox is an individual residing in Waterdown, Ontario. Until in or about late August of 2022, she was employed by, *inter alia*, OTE Logistics and OTE LP. Initially, she was a contract worker, and was later promoted by Glenn Page to the position of office manager. She was also employed by or served the interests of the other defendants. Glenn Page and Mandy Cox are spouses.

9. The defendant Brian Page is an individual residing in Winnipeg, Manitoba. Until in or about late August of 2022, he was employed as a contract worker by OTE Logistics and/or OTE LP. He had the role of Vice-President at OTE Logistics, but he was never officially an officer or director of OTE or of the general partner of OTE Logistics. Brian Page and Glenn Page are brothers. He was also employed by or served the interests of the other defendants.

10. The defendant Kellie Hodgins, a.k.a. Kelly Hodgen or Kellie Hodgen is an individual residing in Hamilton, Ontario. Until in or about late August of 2022, she was employed by OTE LP and OTE Logistics. Initially, she was a bookkeeper, but Glenn Page later promoted her to director of finance of OTE LP and OTE Logistics. She was also employed by or served the interests of the other defendants.

11. The defendants GPMC 1 and GPMC 2 are corporations incorporated under the *Business Corporations Act* (Ontario), on October 4, 2018 and February 28, 2020, respectively. Glenn Page and Mandy Cox are their directors and officers, or *de facto* directors and officers, controlling minds, and shareholders or beneficial owners.

12. The defendant GPMC St. Lucia is a corporation created under the Laws of St. Lucia on December 2, 2021. Glenn Page and/or Mandy Cox are its directors and officers, or *de facto* directors and officers, controlling minds, and shareholders or beneficial owners.

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13. The defendants AGL and 270CO are corporations incorporated under the *Business Corporations Act* (Ontario), on October 16, 2019 and June 6, 2019, respectively. Glenn Page and Mandy Cox are their directors and officers, or *de facto* directors and officers, controlling minds and shareholders or beneficial owners.

14. The defendant OTE USA is a Limited Liability Company organized under the Laws of Michigan on December 22, 2020. Glenn Page, and/or Mandy Cox and Brian Page are its directors and officers, or *de facto* directors and officers, controlling minds, and indirect majority shareholders or beneficial owners.

15. The defendant OT Michigan is a corporation incorporated under the Laws of Michigan on December 22, 2020. Glenn Page, and/or Mandy Cox and Brian Page are its directors and officers, or *de facto* directors and officers, controlling minds, and indirect majority shareholders or beneficial owners. OT Michigan is the majority shareholder of OTE USA.

16. The defendants 706CO and 112CO are corporations incorporated under the *Business Corporations Act* (Canada) having offices in Winnipeg, Manitoba. Brian Page and/or Glenn Page are their directors and officers, or *de facto* directors and officers and controlling minds, as well as their beneficial owners or shareholders. 706CO is the vehicle Brian Page used to hold his interest in OTE Logistics. 112CO is the vehicle Brian Page used to receive improper payments from OTE LP and OTE Logistics.

17. The Defendant, CLI, is a corporation incorporated under the *Business Corporations Act* (Ontario), having its registered office in Sudbury, Ontario. CLI operates as a logistics company, and provides transport support services including rail transloading.

18. The defendant Gen 7 Station Entities are:

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- (a) Gen 7 Fuel Ontario, located at 101 Bodkin Road, Southwold, Ontario,;
- (b) Moravian Gen 7 Fuel, located at 14787 Selton Line, Thomasville, Ontario,
- (c) Smokey Gen 7 Fuel, located at 21 Indian Road South, Sarnia, Ontario;
- (d) Gen 7 Fuel Walpole, located at 1078 Snye Road, Wallaceburg, Ontario;
- (e) Gen 7 Fuel Roseneath, located at 8754 Highway 45, Roseneath, Ontario;
- (f) Gen 7 Fuel Curve Lake, located at 1419 Mississauga Road, Curve Lake, Ontario;
- (g) French River Gen 7 Fuel, located at 49 Beckanon Road, Britt, Ontario;
- (h) Gen 7 Fuel Jocko Point, located at 1 Jocko Point Road, North Bay, Ontario; and
- (i) Gen 7 Fuel Rankin, located at 482 Gran Street, Sault St. Marie, Ontario.

19. Although their registered names are unknown, the Gen 7 Station Entities are organized as limited partnerships, joint ventures or sole proprietorships in respect of which Glenn Page, Mandy Cox and/or Brian Page are the directors and officers, or *de facto* directors and officers, of their general partners, or have operational control by agreement with their other owners or site owners. Glenn Page, Mandy Cox and/or Brian Page own up to a 49% beneficial interest in each of the Gen 7 Station Entities.

GLENN PAGE GAINS THE PLAINTIFFS' TRUST AND IS IN CHARGE OF THE BUSINESS

20. In the early 2000s, Miles Hill was engaged in various businesses, including retail fuel sales, convenience stores, and tobacco sales.

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21. Miles Hill was introduced to Glenn Page in 2003 by a mutual acquaintance in the wholesale food and cigarette business. By 2004, Miles Hill had hired Glenn Page as a computer-technology consultant to assist him with designing and operating information systems for his businesses. Glenn Page became a valuable employee for Miles Hill, and after 2006 assisted him in expanding his business operations to include the manufacture and wholesale distribution of tobacco products.

22. During the period from 2010 to 2011, Miles Hill experienced stressful difficulties and disputes with the cigarette excise tax authorities. Glenn Page was instrumental in arranging for the retention of counsel for him and in resolving those difficulties. As a result, Miles Hill's esteem for and trust in Glenn Page increased even further.

23. In June of 2014, Glenn Page became a director of Burloak Technologies Inc., where he also held the position of Vice-President of Strategy. He kept in touch with Miles Hill, and sometimes still assisted him in his business.

24. In early 2016, Miles Hill began the process of creating a fuel blending business to import bulk fuel, blend it into specific products, and distribute those products to retail gas station customers. In February of 2016, due to Miles Hill's trust in Glenn Page, he was again hired by Miles Hill to create and operate the fuel blending business.

25. The fuel blending business was established as a limited partnership, OTE LP, in August of 2017. OTE LP was created to operate the business of importing bulk fuel, and blending specific fuel products to be sold to retail gas station customers. OTE became the general partner of OTE LP when it was formed in August of 2017.

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26. Glenn Page became the senior executive in charge of operating the business of OTE LP. He was Miles Hill's "right-hand man", and had his and Scott Hill's complete trust. Glenn Page became a director and the President of OTE, and Scott Hill became a Vice-President. Glenn Page was OTE's most senior executive and had overall operational control of OTE LP and its business. Scott Hill had responsibility for the sales and marketing activities of OTE LP. Miles Hill remained as an owner of OTE LP but without any day-to-day operational responsibility.

27. The ownership structure of OTE LP has evolved since inception and currently, Miles Hill, Scott Hill, and Glenn Page each own a one-third interest. Originally, Claybar Contracting Inc., a fuel station construction company, was also considered to become a partner, due to its special expertise.

28. As the business evolved, a new limited partnership, Gen 7 Fuel Management Services LP was established on April 24, 2018, to operate the transportation and logistics side of the fuel distribution business. The "Gen 7" element of that name was invented by Scott Hill to reinforce the Indigenous business model and value base of the OTE companies. As members of Six Nations of the Grand River Territory, Scott Hill and Miles Hill embrace the Haudeonsaunee belief that decisions must be carefully considered regarding the impacts on the next seven generations, as the current generation holds the land in trust for future generations.

29. Gen 7 Fuel Management Services LP has undergone several name changes since its inception. As of January 20, 2022, its current name is OTE Logistics LP ("**OTE Logistics**"). OTE Logistics' role is to operate the rail cars, tankers and vehicles used to transport bulk fuel and distribute fuel to customers. Brian Page assisted Glenn Page in operating the business of OTE Logistics.

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30. As with OTE LP, the ownership structure of OTE Logistics has evolved since inception. It was intended by the plaintiffs to be the same as OTE LP, but the ownership structure came to be 26% each for Miles Hill and Scott Hill, and 24% each for Glenn Page and Brian Page. Miles Hill remained as an owner of OTE Logistics, but without any day-to-day operational responsibility.

31. 2496750 Ontario Inc. is the general partner of OTE Logistics. Miles Hill was an officer and director of 2496750 Ontario Inc., but as with OTE LP, Glenn Page was OTE Logistic's most senior executive and had operational control of OTE Logistics and its business. He was the *de facto* director of OTE Logistics.

32. The plaintiffs' intent for and understanding of the OTE LP and OTE Logistics business structure, which was shared and agreed to by Glenn Page, was that majority ownership and control would always be with the Hill brothers, because they were providing the base of operations in the Six Nations of the Grand River Territory, almost all of the credit and capital to establish and operate the business would be provided by them, and their fundamental business model was to be an Indigenous-controlled business serving Indigenous gas station customers.

33. Miles Hill, Scott Hill and Glenn Page together decided to further expand the OTE LP business by constructing large fuel blending facilities at strategically located First Nation reserves. This would allow OTE LP to have greater fuel volumes available for sale and ready delivery to its customers. Bulk fuel was to be imported from suppliers in the U.S. and transported to those facilities. It would then be blended with the additives required to create the retail fuel products sold to OTE LP's gas station customers.

34. As Glenn Page was in charge of operating the OTE companies' businesses, he also took control of this project. From 2017 until July of 2022, Glenn Page had *de facto* exclusive control over all aspects of those businesses, including, *inter alia*, hiring and instructing lawyers and

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accountants, financial reporting, banking, relationships with third party suppliers, and staffing. The plaintiffs relied upon and trusted Glenn Page to exercise that control efficiently, lawfully and in accordance with the agreed business structure.

35. OTE LP's first blending facility was constructed in the Six Nations of the Grand River Territory, and began operation in the spring of 2018. This was followed by the construction of a second blending facility in the Tyendinaga Mohawk Territory, which commenced operation in the summer of 2020. OTE LP constructed a third facility on Atikameksheng Anishnawbek Territory, which opened in late 2021. A fourth facility is under construction on Couchiching First Nation Territory.

36. The blending facilities are of fundamental importance to the business of OTE LP, and its future growth. They were always intended to be assets of OTE LP, whether directly or through another OTE vehicle. Glenn Page was in charge of hiring advisors to help him design and implement their business structures. Each of them was created using the funds and credit of OTE LP, for the ultimate benefit of its owners.

37. Glenn Page made arrangements with bulk fuel suppliers in Michigan and Ohio, Marathon Petroleum and Greenergy, for the purchase by OTE LP and the export of bulk fuel by rail cars to its blending facilities. By 2018, his brother Brian Page had become a manager at OTE Logistics, assisting with its increasingly complex business of fuel importation and distribution of blended product to many gas station customers.

38. Between 2018 and 2022, Glenn Page, with the assistance of Brian Page, oversaw the creation of OTE LP's fleet of rail cars, tanker trailers and vehicles required for its operations. By 2022, OTE had an average daily fuel sales volume of 2 million litres.

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39. In early 2019, Glenn Page proposed to Miles Hill and Scott Hill that OTE LP further expand its business, by constructing and operating its own retail gas stations on other First Nations' reserves. They decided that they did not want OTE LP to own businesses which directly competed with its customers, and did not agree that the OTE companies should proceed with that proposal.

40. Glenn Page then proposed to them that he set up his own business to partner with Indigenous fuel retailers located on other reserves, but in which the OTE companies and the Hill brothers would have no ownership interest or involvement. He also proposed using the term "Gen 7" in promoting and operating his new venture with the Indigenous stakeholders, and in return for that permission those retailers would become new OTE LP customers.

41. Miles and Scott Hill accepted that proposal, on the understanding that they and the OTE companies would not be involved in Glenn Page's new business, except as the fuel supplier.

42. During the period from June of 2019 to July of 2022, Glenn Page established and took control of the nine Gen 7 Station Entities. They were customers of OTE LP until September of 2022.

43. Mandy Cox was employed by OTE LP during 2018 as Manager of Marketing and Dealer Programs. In early 2019 she ceased to be employed by OTE LP and became the Chief Operating Officer of GPMC 1, although she also continued as a consultant contract worker to OTE Logistics.

44. During 2019, Glenn Page and Mandy Cox established offices for GPMC 1 and GPMC 2 in Burlington, Ontario. Glenn Page informed Scott Hill that he was going to open his own office, apart from the OTE companies, for the operation of his new business with the Gen 7 Station Entities. However, he did not inform any of the plaintiffs that he was going to integrate the information systems of the OTE companies with those of GPMC 1 and GPMC 2, and consolidate

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all of their management functions at his own office. He did just that during 2019, and by 2020 was spending as much time at his office in Burlington as at OTE's in Six Nations.

45. From in or about late 2019, the financial reporting about OTE LP and OTE Logistics received by Scott Hill and Miles Hill from Glen Page, and dividend distributions, became inconsistent. During the period from 2020 to 2022, Glenn Page led them to believe that this was simply due to Covid-related disruptions and the amount of work he had responsibility for. However, Glenn Page also claimed he would be able to complete his tasks without the help of personnel in addition to Brian Page, Mandy Cox, Kellie Hodgins, and the existing OTE LP staff.

46. In early 2021, Glenn Page proposed to Miles and Scott Hill that OTE LP establish a U.S. wholly-owned subsidiary to facilitate its purchase of bulk fuel on a tax effective basis. He had obtained U.S. accounting and legal advice that such an entity could apply for and receive an exemption from paying State and Federal excise taxes on fuel purchases, on the basis that all of the fuel would be exported to Canada and not resold in the U.S. As OTE LP had been paying millions of dollars in U.S. excise taxes each year, Miles and Scott Hill readily agreed to this proposal. On December 22, 2020, OTE USA and OT Michigan had already been organized in Michigan by Glenn Page.

47. During 2021 Glenn Page was in complete control over creating OTE LP's U.S. operations. He established an office in East Lansing, Michigan, hired local staff to deal with fuel tax matters and logistics, and retained lawyers and accountants who applied for OTE LP's tax exemption. OTE LP funded the creation of OTE USA, OT Michigan and all of their operations. It guaranteed OTE USA's commercial lease in East Lansing. Glenn Page also arranged for an RBC credit facility to be used by OTE USA, on the basis that it was a wholly-owned subsidiary of OTE LP.

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48. The plaintiffs' intent for and understanding of the OTE USA business structure, which was shared and agreed to by Glenn Page, was that it would have the same ownership structure as OTE LP, and that its sole purpose was to be a vehicle to save OTE LP the onerous expense of U.S. excise taxes on fuel purchases. Further, OTE USA was not to be a profitable stand-alone business, and all profit was to be realised in OTE LP, which was based on a First Nation reserve, with Indigenous majority owners.

49. The plaintiffs believe that OTE USA received tax exemption licenses from U.S. authorities in or about late 2021 or early 2022, but full particulars are in the defendants' knowledge.

50. In late 2021 Glenn Page informed Miles and Scott Hill that he had good news. He had obtained legal and accounting advice that OTE LP could apply for excise tax refunds in the U.S. for State and Federal taxes it had paid on bulk fuel purchases before OTE USA received its tax exempt status. Although it was uncertain how many years' refund could be successfully applied for, Glenn Page also told them that twenty-five to thirty million U.S. dollar refunds could be obtained.

51. Glenn Page was also in complete control over the process to apply for U.S. tax refunds for OTE LP. In that regard, he retained and instructed U.S. accountants and counsel, with the assistance of Brian Page. However, no refunds have been received by OTE LP as of the date hereof.

52. By early 2022, Glen Page was attending at the offices of OTE LP very infrequently. When questioned by Scott Hill in March of 2022, Glenn Page complained that he had been so overworked for years that he needed a break in St. Lucia, shared that he was going to be married to Mandy Cox in Italy, and indicated that after their honeymoon over the summer he planned to

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quickly finish the business projects he was working on, give up his Canadian Citizenship, and retire in St. Lucia.

53. Scott Hill expressed concern to Glenn Page about his impending retirement because he had not seen any financial statements other than sales and expense information since the financial statements for December 31, 2020, the U.S. tax refund had not been received, and there was no one else in the OTE companies who was sufficiently experienced and ready to take over as the chief executive officer that soon. Glenn Page had been in complete control of the OTE companies' businesses from the beginning.

54. In April of 2022, Glenn Page reassured Scott Hill that he would assist in finding a replacement for him at OTE LP, and answer any questions his successor may have about the business operations. He did not do so. Glenn Page was absent from OTE LP's offices for most of the period from April to mid-July of 2022. The plaintiffs believe that he was in St. Lucia and Italy in June and July of 2022.

GLENN PAGE RESIGNS AND SERIOUS MISCONDUCT IS DISCOVERED

55. While Glenn Page was absent in June and early July of 2022, Miles and Scott Hill were informed by OTE staff members that abuse complaints had been made against Glenn Page by employees, and that Kellie Hodgins had been involved in suspicious wire transfers of OTE funds which had been released on Glenn Page's instructions. They informed the staff members that they would question Glenn Page about the complaints when he returned, and investigate the wire transfers.

56. Glenn Page returned to Canada and met with Miles and Scott Hill on July 14, 2022. There had then been several complaints from employees about Glenn Page's abusive behaviour

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towards them. There had been no proper financial reporting for far too long. When confronted about these issues, Glenn Page indicated he intended to retire. After Scott Hill informed him that OTE's Director of Operations was going to be promoted as interim CEO, Glenn Page immediately resigned. When Scott Hill asked him to stay on temporarily as a consultant to assist in a transition to new leadership, Glenn Page was non-committal and reiterated that he resigned as Director and as President, effective immediately. No consulting arrangement was ever agreed upon.

57. Miles and Scott Hill met with OTE's bankers, at an RBC branch in Hamilton, Ontario, later in July of 2022. As a result of that meeting and further investigations, they learned that:

- (a) On June 6, 2022, Glenn Page had sent an email to RBC attaching OTE LP's unaudited financial statements dated December 31, 2021, in response to the bank's complaint that its routine financial disclosure was long overdue;
- (b) The financial statements purported to have been created by and were on the letterhead of Pettinelli Mastroluisi LLP, who were OTE's accountants; however, they had never issued 2021 financial statements for OTE LP, and the document was a forgery;
- (c) RBC was conducting its own investigation into millions of dollars of suspicious wire transfers from OTE's bank account initiated and authorized by Glenn Page, Mandy Cox and Kellie Hodgins;
- (d) In 2021, Glenn Page and Mandy Cox had purchased, through GPMC 1, a seventy foot yacht from the Italian shipbuilder Azimut Benetti, named "Cuz We Can", using funds wire transferred from OTE LP's account, and caused OTE Logistics to guarantee a chattel mortgage secured by the vessel;

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- (e) Brian Page had posed as a director and officer of OTE LP and OTE Logistics to facilitate concealed dealings with third parties;
- (f) Glenn Page and Brian Page had provided a fraudulent directors' resolution of OTE Logistics authorizing its guarantee of the debts of GPMC 1 to Essex Lease Financial Corporation ("**Essex**") in respect of the purchase of the yacht;
- (g) OTE LP's \$3,000,000 line of credit facility at RBC was fully drawn against;
- (h) A \$9,000,000 loan facility at RBC, used to finance blending station construction, was substantially drawn against;
- (i) Mandy Cox had been in control of the payrolls for the OTE companies, and there were in fact fewer employees than the payrolls indicated, strongly suggesting that third parties had received salary payments for fictitious employees;
- (j) OTE LP funds and credit had been used by Glenn Page to finance the construction and operation of the Gen 7 Station Entities, to an extent exceeding \$15,000,000;
- (k) Glenn Page had recorded Scott Hill as a minority limited partner in those entities, against his wishes and without his knowledge;
- (l) OTE USA was not in fact a wholly-owned subsidiary of OTE LP, and does not have the same ownership structure; rather, it is majority owned by GPMC 1;
- (m) OTE USA had been purchasing and reselling bulk fuel to OTE LP at a profit, and had been charging OTE LP U.S. excise taxes, despite its exempt status;

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- (n) OTE LP funds and credit has been used to establish and operate GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, OTE USA and OT Michigan;
- (o) Two of the limited partnerships which leased land on other reserves and operated the blending facilities were organized so that Glenn Page controlled their general partners, and had a sufficiently large minority ownership position that he could not be removed from control by a vote of the partners; and
- (p) OTE, OTE LP and OTE Logistics had not prepared financial statements since December 31, 2020.

58. In August of 2022, the plaintiffs received notice from the Ontario Ministry of Finance that no payments or remittances were made by OTE LP with returns filed for provincial gasoline tax and fuel tax for the period August 1, 2021 to June 30, 2022 and that no returns had been filed for gasoline tax and fuel tax by OTE LP since July 2021. There had also been a failure to remit Canadian Federal tax on fuel sold. OTE's alleged liability for taxes collected but not remitted exceeds \$35,000,000. Those funds are not in the possession of OTE, OTE LP, OTE Logistics or its bankers.

MISAPPROPRIATION OF FUNDS

59. The defendants Glenn Page, Mandy Cox and Kellie Hodgins unlawfully created, approved and released wire transfers of monies from OTE LP's bank account for personal use to the detriment of the plaintiffs. They had no right or approval to use company funds for those purposes, and wrongfully took advantage of their positions in the business of the plaintiffs. There was no legitimate business purpose for any of those wire transfers.

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60. OTE LP's funds were misappropriated by them for the purchase of the yacht "Cuz We Can" by GPMC 1, including:

- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 5, 2021, in the amount of US \$1,000,000, to "PRIDE OF MUSKOKA MARINE LTD";
- (b) Wire Transfer from Plaintiff's Account ending in -5664, "Approved by: Glenn Page, Mandy Cox," dated August 26, 2021, in the amount of US \$8,400.00, to "North Cove Marina";
- (c) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated September 20, 2021, in the amount of US \$8,400.00, to "North Cove Marina"; and
- (d) Wire Transfer from Plaintiff's Account ending in -1640, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$4,370.76 (CAD 5,751.00), to "Azimut Benetti spa."

61. In connection with the yacht purchase, the defendants Glenn Page, Mandy Cox and Kellie Hodgins also unlawfully issued other payments from OTE LP's bank account to pay \$601,561.91 CAD in taxes on the purchase transaction;

62. OTE LP's funds were also misappropriated by them to pay for other personal expenses, including vacations and other benefits not connected in any manner to the legitimate business of the plaintiffs, including:

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- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 26, 2021, in the amount of US \$1,000,000, to "THE BODYHOLIDAY LE SPORT";
- (b) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$2,073.81 (CAD 2,728.70), to "ArtVenti S.R.L.";
- (c) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$15,421.02 (CAD 20,290.82), to "VILLA DURAZZO";
- (d) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 1, 2022, in the amount of US \$34,465.48 (CAD 45,349.31), to "Tuscania Invest";
- (e) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 2, 2022, in the amount of US \$646.08 (CAD 850.10), to "Urbis Sris";
- (f) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 3, 2022, in the amount of US \$23,115.40 (CAD 30,415.00), to "Da Vitorrio SRL";
- (g) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 3, 2022, in the amount of US \$27,553.09 (CAD 36,254.07), to "Simone Bianchini";

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- (h) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 7, 2022, in the amount of US \$3,322.86 (CAD 4,372.19), to "VARNA STUDIOS LIMITED Company";
- (i) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 9, 2022, in the amount of US \$639.12 (CAD 840.95), to "Urbis Srls";
- (j) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$1,457.28 (CAD 1,917.48), to "Ricardo Palazzi";
- (k) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Mandy Cox" dated June 9, 2022, in the amount of US \$5,988.40 (CAD 7,879.48), to "FALDON BARUCH";
- (l) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 9, 2022, in the amount of US \$7,676.08 (CAD 10,100.11), to "Flow-D";
- (m) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 17, 2022, in the amount of US \$15,717.18 (CAD 20,680.50), to "Roberta Pollici";
- (n) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 21, 2022, in the amount of US \$6,096.13 (CAD 8,021.23), to "FALDON BARUCH"; and

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- (o) Wire Transfer from Plaintiff's Account ending in -1436, "Released by: Glenn Page" dated June 22, 2022, in the amount of US \$31,685.16 (CAD 41,691.00), to "HOTEL SPLENDIDO SpA".

63. OTE LP's funds were also misappropriated by them for personal chartered flights for non-business activities, including:

- (a) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 31, 2021, in the amount of US \$344,650.02, to "Airsprint Inc.";
- (b) Wire Transfer from Plaintiff's Account ending in -1436, "Approved by: Glenn Page, Mandy Cox," dated August 31, 2021, in the amount of US \$175,511.24, to "Airsprint Inc.";
- (c) Wire Transfer from Plaintiff's Account ending in -1436, "Approved by: Glenn Page, Mandy Cox," dated September 1, 2021, in the amount of US \$67,503.42, to "Airsprint Inc.";
- (d) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated September 1, 2021, in the amount of US 217,760.41, to "Airsprint Inc.";
- (e) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 3, 2021, in the amount of US \$217,760.41, to "Airsprint Inc.";

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- (f) Wire Transfer from Plaintiff's Account ending in -1640, "Approved by: Glenn Page, Mandy Cox," dated August 6, 2021, in the amount of US \$217,760.41, to "Airsprint Inc."; and
- (g) Wire Transfer from Plaintiff's Account ending in -1640, "Release by: Glenn Page" dated June 14, 2022, in the amount of US \$125,000.00, to "Airsprint Inc."

64. Those defendants misappropriated over \$5,000,000 CAD from OTE LP, through unlawful wire transfer and other payments.

65. In late July of 2021, GPMC 1 purchased the yacht referred to above, for a price of approximately \$3,600,000 USD. It was delivered in August of 2021, on the direction of Glenn Page and Mandy Cox, to St. Lucia. In order to facilitate that purchase, at least \$1,600,000 USD of OTE LP's funds were used on the direction of Glenn Page, Mandy Cox and/or Kellie Hodgins. Two of the aforesaid wire transfers, in the amount of \$1,000,000 USD each, were sent in August of 2021 to a boat dealer–broker account in Canada and a resort account in St. Lucia.

66. Essex, through which OTE leases some vehicles used in its business, also provided financing to GPMC 1 for its yacht purchase. That financing, in the amount of approximately \$1,600,000, was secured by the yacht and the guarantee of OTE Logistics.

67. On July 21, 2021, Glenn Page and Brian Page provided Essex with a Full Liability Guarantee of OTE Logistics for the obligations of GMPC 1 to Essex. The guarantee, and a director's resolution of OTE Logistics authorizing the guarantee were DocuSigned by Brian Page, Director. Brian Page was not actually a director of OTE Logistics.

68. The yacht purchase transaction and the misuse of OTE LP's funds and OTE Logistics' credit were not authorized by them or by Miles and Scott Hill.

GEN 7 STATION ENTITIES CREATED USING OTE FUNDS

69. The Gen 7 Station Entities own and operate retail gas station businesses located on various First Nation reserves in Ontario. The stations are located on lands allotted to band members, who entered into limited partnership, joint venture or management agreements with GPMC 1, GPMC 2, or other entities owned and controlled by Glenn Page and Mandy Cox. Those entities became the general partners of limited partnerships, or the management entities of joint ventures and business operations. The Indigenous participants own a majority interest in each business, in return for contributing their land. Glenn Page and Mandy Cox own up to a 49% beneficial interest, but have complete financial and management control over all key aspects of the business.

70. Each station cost, approximately, between \$1 million to \$2 million to construct. The capital required for construction was loaned to the Indigenous participants by companies owned by Glenn Page and Mandy Cox, but it actually came from OTE LP's bank accounts and credit facilities. In order to operate the businesses, further credit was extended to each of the Gen 7 Station Entities from OTE LP, so that fuel could be purchased and operations continue. This was also arranged by Glenn Page, Brian Page and Mandy Cox. The repayment terms for the sale of fuel by OTE LP to the Gen 7 Station Entities were more favourable than market terms that would normally apply to its other customers.

71. The general partners or management entities owned by Glenn Page and Mandy Cox received management fees from the Gen 7 Station Entities, and other fees based on fuel volumes sold. The Indigenous owners of the majority interests were to receive no profit distribution until their capital loans were repaid. The loans were to be repaid based on an amount per litre of fuel sold. There is, however, no documentation in the plaintiffs' possession providing for the

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repayment of the initial capital loans from OTE LP borrowed by companies owned by Glenn Page and Mandy Cox to construct each Gen 7 Station Entity project.

72. The construction of the stations was undertaken by Claybar Contracting Inc., whose accounts Glenn Page and Mandy Cox also secretly arranged to have paid by OTE LP.

73. Glenn Page, Mandy Cox and Brian Page further caused OTE LP not to charge the Gen 7 Station Entities approximately \$.05 per litre fuel tax, in order to give them a competitive advantage over the other Indigenous gas stations and some OTE LP customers, and drive up their sale volumes. This also exposed OTE LP to potential liability for failure to collect and remit fuel taxes to the Ontario Ministry of Finance and Revenue Canada. Glenn Page advised the plaintiffs that he was creating a "warchest" to oppose the Government's levy of a carbon tax charged on First Nations' lands. However, OTE LP has no such warchest funds in its bank accounts.

74. The plaintiffs were unaware of the actual circumstances until after July of 2022, and did not authorize or consent to the misuse of their funds and credit by the defendants. All of the funds used to establish the businesses of the Gen 7 Station Entities came from OTE LP.

75. OTE LP ceased supplying the Gen 7 Station Entities with fuel in September of 2022 after their outstanding accounts receivables increased to over \$8,000,000, for fuel ordered by and delivered to them. The accounts receivables remain outstanding despite repeated requests for payment of same. The unpaid accounts receivable include monies owing to the Ontario Ministry of Finance for taxes levied on fuel sales.

GLENN PAGE SECRETLY CONTROLS BLENDING STATIONS

76. While he was president of OTE and in control of the business of OTE LP and OTE Logistics, Glenn Page oversaw the development, construction and operation of a blending

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station located on the Atikameksheng Anishnawbek reserve, and the development and partial construction of another blending station on the Couchiching First Nation reserve. He instructed lawyers to prepare leases for the sites, and limited partnership agreements to govern their operation.

77. Although OTE LP funds and credit were used to establish the blending stations, and they were intended to be assets of OTE LP operated for the benefit of its owners, Glenn Page secretly organized those assets with an ownership and control structure different from OTE LP.

78. Glenn Page is the beneficial owner of a 49% interest in the limited partnership which is the owner of those blending facilities, and a local Indigenous partner chosen by him owns a 10% interest, giving Glenn Page effective voting control of the partnership and the largest ownership position. The same structure was used for the general partners of the two limited partnerships.

79. The plaintiffs have never received any or proper financial information from Glenn Page concerning the operation and business affairs of those limited partnerships. Nor have they received any accounting, distribution of profit or other monies from them.

80. Using AGL and 270CO as his vehicles, Glenn Page created and controlled those blending facilities as if they were his personal property, and unlawfully caused OTE LP to pay all the costs associated with them.

GLENN PAGE OPERATES OTE USA AT THE EXPENSE OF OTE LP

81. While he was president of OTE and in control of the business of OTE LP and OTE Logistics, Glenn Page oversaw the creation and operation of OTE USA. He was assisted in that endeavour by Mandy Cox and Brian Page. Those defendants retained and instructed lawyers and accountants to establish OTE USA and apply for its operational licences. They leased an

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office in Michigan, hired staff, and with Glenn Page in ultimate control, operated the business of OTE USA. They still do as of the date hereof.

82. Although OTE LP funds and credit were used to establish and operate OTE USA, and it was intended to be a wholly-owned subsidiary of OTE LP having the same ownership, Glenn Page secretly organized OTE USA in a manner which gave GPMC 1 indirect majority beneficial ownership of at least 54%, through OT Michigan which owns 90% of OTE USA. Glenn Page and Mandy Cox, through their vehicle GPMC 1, control both OTE USA and OT Michigan.

83. The business premises of OTE USA and OT Michigan are leased by OTE USA, but that lease was guaranteed by OTE LP.

84. All of the funds used to establish and operate OTE USA and OT Michigan came from OTE LP, including all of the monies needed to pay accountants, lawyers, the landlord, staff, overhead expenses and fuel suppliers. OTE LP's credit facilities at RBC were used by Glenn Page and his confederates to purchase fuel and provide security for OTE USA's fuel purchases, including a \$1,000,000 bond backed by OTE LP in favour of the fuel suppliers of OTE USA..

85. It was the responsibility of Glenn Page to create OTE USA as a wholly-owned subsidiary of OTE LP, and operate it for the benefit of OTE LP and its owners alone. Instead, he organized and operated OTE USA for the benefit of GPMC 1, Mandy Cox, Brian Page and himself. They operated OTE USA as a profit centre for themselves by, *inter alia*, adding charges for taxes and a profit mark-up to amounts OTE USA charged to OTE LP for the importation of fuel.

86. The plaintiffs have never received any or proper financial information from the defendants concerning the operations and business affairs of OTE USA, OT Michigan, and the other corporate defendants. Nor have they received any accounting, distribution of profit, or other

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monies from them. They did not authorize or consent to the unlawful manner in which the defendants created and operated OTE USA.

OTE LP FUNDS USED TO BENEFIT DEFENDANTS' VEHICLES

87. The defendants Glenn Page and Mandy Cox used the funds and credit of OTE LP, and the funds and assets they were converted into, to establish and operate GPMC 1, GPMC 2 and GPMC St. Lucia, while they were working for OTE LP. They continue to own and operate those business entities today.

88. GPMC 2, which has carried on business as GPMC Management Services since March 4, 2020, operates from Glen Page's office in Burlington, Ontario. Its business purpose is to own and operate the Gen 7 Station Entities' businesses.

89. GPMC St. Lucia, which has carried on business as Gen 7 Brands International since December 2, 2021, operates from premises in St. Lucia. Its business purpose is to support the Gen 7 Station Entities with auditing, purchasing, bookkeeping and accounting services for their gas stations. GPMC St. Lucia is the client service division of GPMC 1 and GPMC 2.

90. GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, 760CO, and 112CO were the vehicles used by Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins to misappropriate the funds and credit of OTE LP and OTE Logistics, to engage in the aforesaid unlawful acts, and to conceal them.

91. The plaintiffs have never received from the defendants any accounting or proper financial information concerning the transactions, operations and business affairs between OTE LP and OTE Logistics, and GPMC 1, GPMC 2, GPMC St. Lucia, AGL, 270CO, 760CO and 112CO, or their proper ownership. They have not received any accounting or proper financial information

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concerning the transactions between the Gen 7 Station Entities and OTE LP and OTE Logistics, nor any payment, distribution of profit, or return of misappropriated funds from any of the defendants.

WRONGFUL INTERFERENCE WITH THE PLAINTIFFS' BUSINESS

92. Prior to the resignation of Glenn Page, he and the other defendants were in control of the information systems of OTE, OTE LP, OTE Logistics, and the defendant corporate entities. The accounting, payroll, IT services, purchasing, and document creation and retention systems of all those entities were managed and overseen by Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins at their Burlington office. Although OTE LP and OTE Logistics' staff had operational access to those systems, their user credentials and authorizations were in the control of Glenn Page, Mandy Cox and Brian Page.

93. During the period from late July to late August of 2022, after Glenn Page resigned, the plaintiffs investigated the activities of Mandy Cox, Brian Page and Kellie Hodgins. Their employment by OTE LP or OTE Logistics terminated shortly thereafter.

94. During that period, and into September of 2022, the personnel of OTE LP and OTE Logistics, including Scott Hill and Miles Hill, discovered that they were locked out of some of their business information systems, and that Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins retained control over them.

95. The defendants deliberately frustrated and delayed efforts by OTE LP and OTE Logistics to obtain credentials and authorizations to take control of and maintain access to their business information systems.

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96. The defendants also deliberately deleted business records, and have withheld business and financial records of OTE LP and OTE Logistics from the plaintiffs. Once the defendants were able to obtain credentials and control over their business information systems, the defendants discovered that Glenn Page and Mandy Cox had deleted the contents of their email mailboxes for OTE LP and OTE Logistics.

97. As a result of the defendants' misconduct, the payroll functions of OTE LP and OTE Logistics were interrupted, some suppliers went unpaid, Scott Hill, Miles Hill and their staff were unable to generate accurate and complete financial information concerning their operations and business affairs, and the plaintiffs ability to conduct business was greatly impaired. The defendants deleted or destroyed records and interfered with the plaintiffs' business information systems in order to conceal their misconduct.

98. Prior to early September of 2022, the defendants Glenn Page, Mandy Cox, Brian Page, GPMC 1, GPMC 2, GPMC St. Lucia, OTE USA, OT Michigan, AGL, 270CO, 706CO, 112CO and the Gen 7 Station Entities acted in concert to conceal their unlawful acts from the plaintiffs. Once those acts were discovered, they acted in concert to undermine attempts by the plaintiffs to operate their business, pursue U.S. excise tax refunds for OTE LP, and take their rightful ownership and control of the blending stations referred to above. They did this by, *inter alia*, instructing US legal and accounting advisors not to deal with the plaintiffs, misrepresenting to them and to others that the defendants, and not the plaintiffs, were their true clients and counterparties, and that OTE LP would soon be going bankrupt.

99. The defendants wrongfully interfered with the plaintiffs' business to enrich themselves, cause harm to the plaintiffs, and to conceal their aforesaid unlawful acts.

CLI'S BREACH OF CONTRACT AND OBLIGATION

100. As a fuel blender and distributor, OTE LP sourced bulk fuel from suppliers in the United States. OTE LP would then have the bulk fuel transported from the United States to locations in Canada before processing and delivering to customers.

101. OTE LP relies on several shipping companies and logistics providers to transport the bulk fuel from its fuel in the United States to Canada. One such logistics company is CLI.

102. In respect of some, but not all, of the fuel imported from the United States, OTE LP operated through OTE USA, which as described above was intended to be its wholly-owned U.S. subsidiary. OTE USA purchased fuel from a U.S. supplier and arranged for its delivery to Canada through OTE LP's shipping and logistics providers. Glenn Page secretly caused OTE LP and OTE USA to enter into a fuel supply agreement that governed this arrangement on terms he directed (the "**Fuel Supply Agreement**").

103. The Fuel Supply Agreement set out the terms for the delivery of fuel from OTE USA to OTE LP, and provided, *inter alia*, that:

- (a) OTE LP will nominate monthly volume requirements by the 15th of each month;
- (b) OTE LP will make full payment for the fuel within five calendar days after receiving the invoice from OTE USA;
- (c) risk for the fuel passes from OTE USA to OTE LP at the place of loading; and
- (d) title of the fuel pass from OTE USA to OTE LP at the United States-Canada border.

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104. The plaintiffs believe that OTE LP and OTE USA operated in accordance with the terms of that Fuel Supply Agreement, despite the fact that it facilitated the operations of both companies in a manner contrary to the parties' agreements and the plaintiffs' rights and reasonable expectations.

Fuel Delivery from Marathon

105. Marathon Petroleum Corporation ("**Marathon**") is a fuel supplier located in Michigan. OTE USA acted as OTE LP's intermediary for fuel purchased from Marathon.

106. After OTE USA purchased the fuel from Marathon, OTE USA arranged for the fuel to be delivered from Marathon's facilities in Michigan to OTE LP's processing plant by various rail and logistics companies.

107. The fuel ordered from Marathon was delivered on rail tank cars leased to OTE LP from various third party lessors of rail tank cars. CLI was merely the logistics services provider handling the rail tank cars on behalf of OTE LP after they arrived at its Sudbury rail yard.

Fuel Delivery from Greenergy

108. Greenergy USA Inc. ("**Greenergy**") is a fuel supplier located in Ohio.

109. OTE LP purchased fuel directly from Greenergy. After OTE LP purchased fuel from Greenergy, Greenergy shipped it from its facilities in Toledo, Ohio to OTE LP's processing plant through rail tank cars leased by OTE LP from various third party lessors. CLI was merely the logistics services provider handling the rail tank cars on behalf of OTE LP after they arrived at its Sudbury rail yard.

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110. The Fuel Supply Agreement does not apply to fuel purchases from Greenergy because OTE LP purchased fuel directly from Greenergy without OTE USA acting as an intermediary.

CLI Refuses to Deliver the Rail Tank Cars and Fuel

111. In July and August of 2022, OTE LP directly purchased fuel volumes sufficient to fill 12 rail tank cars from Greenergy, and nominated and paid for fuel volumes sufficient to fill 27 rail tank cars from Marathon through OTE USA (the "**Undelivered Cars and Fuel**").

112. The Undelivered Cars and Fuel were transported from Ohio and Michigan to CLI's Sudbury rail yard. As of September 15, 2022, each of the 39 Undelivered Cars and Fuel had crossed the US border and arrived at the Sudbury rail yard. CLI took control of the rail tank cars carrying the Undelivered Cars and Fuel after they arrived at its Sudbury rail yard.

113. Despite repeated requests from OTE LP, CLI refuses to offload and deliver the Undelivered Cars and Fuel into OTE LP's possession. Rather, CLI takes the position that the fuel may belong to OTE USA, which is another of its customers. CLI has taken sides with OTE USA to wrongfully deny OTE LP possession of the Undelivered Cars and Fuel, despite being aware of the terms of the Fuel Supply Agreement, and that OTE LP has already paid for the fuel in the 27 rail cars carrying Marathon sourced fuel. The plaintiffs believe that CLI and Glenn Page have other business interests together.

CLI's Conversion of the Undelivered Cars and Fuel

114. OTE LP pleads that by taking control and maintaining possession of the Undelivered Cars and Fuel, CLI has wrongfully interfered with and converted OTE LP's property and denied its right of lawful possession to the Undelivered Cars and Fuel. CLI is still improperly refusing to release control of the Undelivered Fuel to OTE LP.

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An Interim Replevin Order is Necessary

115. OTE LP is entitled to the relief sought against CLI, and to an interim replevin Order.

116. The plaintiffs have provided CLI with comprehensive documentation demonstrating that OTE LP is the owner of the Undelivered Cars and Fuel. CLI has refused to surrender possession to those assets, and has knowingly interfered with the plaintiffs lawful business operations, causing it to suffer damages. The defendants wrongfully induced CLI's unlawful conduct, or in the alternative, they conspired together to effect an unlawful result intended to injure the plaintiffs.

BREACHES OF OBLIGATION AND TORTS OF THE DEFENDANTS

117. At all material times, Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins owed fiduciary duties to the plaintiffs. They were all in positions of control over the business, operations and assets of the plaintiffs, or important aspects of them, were trusted by the plaintiffs to act in their best interests, and had an obligation to avoid taking personal benefits they were not otherwise lawfully entitled to.

118. Glenn Page, Mandy Cox and Brian Page were directors and officers, or *de facto* directors and officers, of OTE LP and OTE Logistics, and until early September of 2022 exercised operational and financial control over their businesses. They each had a fiduciary duty to OTE LP and OTE Logistics to act honestly and in good faith, manage assets so as to realize their objectives, not abuse their positions for personal benefit, and to serve them selflessly, loyally and honestly. They had an equivalent statutory duty, and an express or implied contractual duty to the same effect.

119. Those defendants entirely breached their duties, causing the plaintiffs very great detriment and loss, and are liable to the plaintiffs in damages.

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120. Their many unlawful acts described above were deliberate, planned, concealed and undertaken in concert as an unlawful conspiracy among all of the defendants.

121. Glenn Page and Mandy Cox induced the other defendants to carry out the unlawful acts described herein.

122. Glenn Page, Mandy Cox, Brian Page and Kellie Hodgins induced each other, and the corporate defendants, to carry out some or all of the unlawful acts described herein.

123. All of the defendants knowingly assisted in some or all of the unlawful acts described herein.

124. All of the defendants were, and may still be, in knowing receipt of funds, assets and opportunities wrongfully taken by means of the unlawful acts described herein, and of the funds, assets and opportunities into which they were converted.

125. The defendants have been unjustly enriched as a result of their unlawful acts described herein, to the deprivation of the plaintiffs. As a result of the nature of their misconduct, the defendants hold all of the monies and assets taken by them, and the other monies, profits and assets in which they were converted, on a constructive trust. They are liable to the plaintiffs to account, make full restitution, and for damages sufficient to compensate them for their losses and deprivations.

126. The defendant Glenn Page negligently breached his contractual and statutory duties owed to OTE LP and OTE Logistics, and their owners. He mismanaged their businesses, failed to ensure that reasonable business, taxation and financial records were kept and disclosed in a timely manner, and neglected his duties as an officer of OTE and OTE LP, including by knowingly

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failing to cause OTE LP to comply with obligations applicable to it. He is liable to the plaintiffs in damages for all losses caused by his negligence.

127. The defendants intentionally interfered with the operations and business affairs of OTE LP and OTE Logistics, planned and intended to cause harm to the plaintiffs, and did cause very great harm to them by means of the unlawful acts described herein.

128. The individual defendants' conduct while in control of the OTE companies, in committing the unlawful acts described herein through the vehicles of the other defendants, have oppressed OTE, OTE LP, OTE Logistics, and Miles and Scott Hill, their shareholders and partners. The misconduct of the defendants was unfairly prejudicial to and unfairly disregarded their interests, and was entirely contrary to the plaintiffs reasonable expectations concerning the business, affairs and management of OTE and OTE LP. The plaintiffs seek the Court's Orders under s. 248 of the *Business Corporations Act* (Ontario) remedying the misconduct of the defendants in a manner to be determined at trial.

129. As a result of the unlawful acts described herein, the plaintiffs are entitled to the relief claimed, including awards of punitive damages for their calculated and repeated disgraceful misconduct

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October 12, 2022

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ORIGINAL TRADERS ENERGY LP et al.
Plaintiffs

-and- GLENN PAGE et al.

Defendants
Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**
PROCEEDING COMMENCED AT
TORONTO

STATEMENT OF CLAIM

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Lawyers for the Plaintiffs

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

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

A Commissioner, etc.

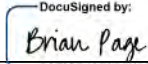
FULL LIABILITY GUARANTEE

For value received the undersigned ("Guarantor") hereby irrevocably and unconditionally guarantees, as primary obligor and not merely as surety, without offset or deduction, forthwith after demand made therefor as hereinafter provided, payment to and indemnifies **ESSEX LEASE FINANCIAL CORPORATION** ("ELFC") for, all indebtedness and liability (present and future, direct or indirect, absolute or contingent, matured or not) of **2658658 Ontario Inc.** ("Customer") to ELFC whether arising from agreement or dealings between ELFC and the Customer or from agreement or dealings between ELFC and any third person by which the Customer now is or hereafter may become indebted or liable to ELFC or however otherwise arising and whether the Customer be bound alone or with another or others and whether as principal or surety or guarantor; and the Guarantor further agrees that:

1. If more than one Guarantor executes this instrument the provisions hereof shall be read with all grammatical changes thereby rendered necessary and each reference to the Guarantor shall include the undersigned and each and every one of them severally and this guarantee and all covenants and agreements herein contained shall be deemed to be joint and several.
2. ELFC may increase, reduce, discontinue or otherwise vary the Customer's credit, grant time, renewals, extensions, releases and discharges to, take and give up securities (which may include other guarantees), and otherwise deal with the Customer and other parties and securities as ELFC may see fit, and may apply all monies received from the Customer or others or from the sale or other disposal of security upon such part of the Customer's liability as ELFC may think best, without prejudice to or in any way limiting or lessening the liability of the Guarantor under this guarantee. The Guarantor's obligation to pay under this guarantee shall not be limited or reduced as a result of the termination, invalidity or unenforceability of any right of ELFC against the Customer or any other party (including other guarantors) for any cause whatsoever.
3. This guarantee shall be a continuing security for payment by the Customer to ELFC of all indebtedness and liability aforesaid; provided however that the Guarantor may determine his further liability under this guarantee by 30 days written notice given to ELFC but, if such notice be given, this guarantee shall apply and extend to any indebtedness or liability of the Customer to ELFC incurred prior to the expiration of 30 days from the date of receipt of such notice by ELFC.
4. ELFC shall not be bound to exhaust its recourse against the Customer or other parties or the securities that it may hold before being entitled to payment from the Guarantor under this guarantee.
5. Any loss of or in respect of securities received by ELFC from the Customer or others, whether occasioned through the fault of ELFC or otherwise, shall not discharge or limit or lessen the liability of the Guarantor under this Guarantee.
6. Any change or changes in the name of the Customer, or, if the Customer is a partnership, any change or changes in the membership of the Customer's firm by death or by the retirement of one or more of the partners or by the introduction of one or more new partners or otherwise, shall not affect or in any way limit or lessen the liability of the Guarantor under this guarantee and this guarantee shall extend to the person, firm or corporation acquiring or from time to time carrying on the business of the Customer.
7. All monies, advances, renewals and credits borrowed or obtained from ELFC shall be deemed to form part of the indebtedness and liabilities hereby guaranteed, notwithstanding any incapacity, disability, limitation of status or lack of power of the Customer or the directors, partners or agents thereof, or that the Customer may not be a legal entity, or any defect in the borrowing or obtaining of such money, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and it shall be paid to ELFC after demand therefor by ELFC.
8. Any account settled or stated by or between ELFC and the Customer shall be accepted by the Guarantor as conclusive evidence that the balance or amount thereby appearing due by the Customer to ELFC is in fact so due.
9. The Guarantor agrees not to assert any right of contribution against any other guarantor until the Customer's indebtedness and liabilities have been paid in full. If ELFC should receive from the Guarantor a payment in full or on account of the indebtedness or liability under this guarantee, all rights of subrogation arising therefrom shall be postponed and the Guarantor shall not be entitled to claim repayment against the Customer or the Customer's estate until ELFC's claims against the Customer have been paid in full; and in the case of liquidation, winding up or bankruptcy of the Customer (whether voluntary or compulsory) or in the event that the Customer shall make a bulk sale of any of the customer's assets within the bulk transfer provisions of any applicable legislation, or shall make any compromise with creditors or scheme of arrangement, ELFC shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full and the Guarantor shall continue to be liable, up to the amount guaranteed, less any payments made by the guarantor, for any balance which may be owing to ELFC by the Customer. In the event of the valuation by ELFC of any of its securities and/or the retention of such securities by ELFC, such valuation and/or retention shall not, as between ELFC and the Guarantor, be considered as a purchase of such securities or as payment or satisfaction or reduction of the Customer's indebtedness or liabilities to ELFC, or any part thereof.
10. Any notice or demand which ELFC may wish to give may be served on the Guarantor either personally on him or his legal personal representative or in the case of a corporation, on any officer or director of the corporation, or by sending the same by registered mail in an envelope addressed to the last known address of the Guarantor to be served as it appears on ELFC's records and the notice so sent shall be deemed to be received on the second business day following that on which it is mailed.
11. As security for the performance of the Guarantor's covenants herein and the payment of the present and future debts and liabilities of the Customer to ELFC, the Guarantor hereby grants to ELFC a security interest in all debts and liabilities, present and future, of the Customer to the Guarantor, all of which are hereby assigned by the Guarantor to ELFC and postponed to the present and future debts and liabilities of the Customer to ELFC. Any monies or other proceeds received by the Guarantor in respect of such debts and liabilities shall be received in trust for and forthwith paid over to ELFC, in whole, without in any way limiting or lessening the liability of the Guarantor hereunder. Notwithstanding anything to the contrary herein, the assignment and postponement contained in this paragraph 11 are intended to be and are independent of the remainder of this guarantee and may, at the option of ELFC, be severed therefrom. A notice of termination given by the Guarantor pursuant to paragraph 3 shall not terminate the provisions contained in this paragraph 11, which shall continue in full force and effect until released in writing by ELFC. The Guarantor hereby acknowledges receiving a copy of this guarantee and waives all rights to receive from ELFC a copy of any financing statement, financing change statement or verification statement filed or issued at any time in respect of this assignment.
12. The Guarantor shall be currently liable under this guarantee at any time for the full amount of the debts and liabilities of the Customer to ELFC then outstanding, subject to the limit of liability of the Guarantor set forth above, provided that the Guarantor shall not be in default under or in breach of this guarantee unless and until ELFC has made demand upon the Guarantor hereunder and the Guarantor has failed to pay the amount demanded or otherwise failed to comply with such demand forthwith following receipt (or deemed receipt) of such demand. In the case of default ELFC may maintain an action upon this guarantee whether or not the Customer is joined therein or separate action is brought against the Customer or judgment obtained against him. ELFC's rights are cumulative and shall not be exhausted by the exercise of any number of successive actions until and unless all indebtedness and liability hereby guaranteed has been paid and each of the Guarantor's obligations under the guarantee has been fully performed.
13. The Guarantor shall pay to ELFC on demand (in addition to all debts and liabilities of the Customer hereby guaranteed) all costs, charges and expenses (including, without limitation, lawyer's fees as between solicitor and his own client on a full indemnity basis) incurred by ELFC for the preparation, execution and perfection and enforcement of this guarantee and of any securities collateral thereto, together with interest thereon, both before and after demand, default and judgment, calculated from the date of payment by ELFC of each such cost, charge and expense until payment by the Guarantor hereunder, at a rate per annum equal to 3% above the rate published by ELFC from time to time as ELFC's prime lending rate. A statement signed by any officer of ELFC confirming ELFC's prime lending rate at any time or times shall be conclusive evidence thereof for all purposes under this guarantee.
14. This instrument is in addition and without prejudice to any other securities of any kind including any other guarantees, whether or not in the same form as this instrument, now or hereafter held by ELFC. Without limiting the generality of the foregoing, all limits and evidence of liability pursuant to any guarantee now or hereafter held by ELFC shall be cumulative.
15. There are no representations, warranties, collateral agreements or conditions with respect to this guarantee or affecting the Guarantor's liability hereunder other than as contained herein. Without restricting the generality of the foregoing, this guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed or intended signatory or signatories.
16. This instrument shall be construed in accordance with the laws of **Alberta** and the Guarantor agrees that any legal suit, action or proceedings arising out of or relating to this instrument may be instituted in the course of such province or territory and the Guarantor hereby accepts and irrevocably submits to the jurisdiction of the said courts and acknowledges their competence and agrees to be bound by any judgment thereof, provided that nothing herein shall limit ELFC's right to bring proceedings against the Guarantor elsewhere.
17. This instrument shall extend to and enure to the benefit of the successors and assigns of ELFC and shall be binding upon the Guarantor and the heirs, executors, administrators, and successors of the guarantor.
18. This instrument may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.
19. Any party may deliver an executed signature page to this instrument by electronic transmission and such delivery will be as effective as delivery of a manually executed copy of the agreement by such party.

GIVEN under seal at _____ this Jul 21, 2021 _____.

Guarantor: **Gen 7 Fuel Management Services LP**

DocuSigned by:

 Name/Title: **Brian Page, Director**

CERTIFIED COPY OF RESOLUTION OF THE DIRECTORS OF

Gen 7 Fuel Management Services LP (the "Corporation")

TO: **ESSEX LEASE FINANCIAL CORPORATION**, its principals, successors and assigns ("ELFC")

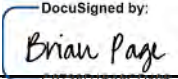
RE: Guarantee dated Jul 21, 2021 (the "Guarantee", a copy of which is attached hereto).

The undersigned, in my capacity as a duly appointed officer of the Corporation, hereby certifies to ELFC, that the following is a true and complete copy of a resolution validly passed by the duly appointed and constituted board of directors of the Corporation pursuant to and in accordance with the provisions of the applicable legislation governing the corporation and the corporation's constating documents, by-laws and shareholders agreement, if any, that such resolution is on the date hereof in full force and effect, unamended and that the execution and delivery of the Guarantee does not contravene any of the provisions of the applicable legislation governing the corporation with respect to the giving of financial assistance;

"BE IT RESOLVED that;

1. The corporation is hereby authorized to guarantee the debts, liabilities and obligations of **2658658 Ontario Inc.** to ELFC and to enter into and perform its obligations under a guarantee (the "Guarantee") to and in favour of ELFC, a copy of which is attached hereto, in such form as any director or officer of the Corporation may approve;
2. Any director or officer of the Corporation is hereby authorized and directed to execute (whether under corporate seal or otherwise) and deliver the Guarantee as such director or officer may approve for and in the name of and on behalf of the Corporation, the execution of the Guarantee to be conclusive evidence of such director's or officer's approval of the form and terms of the Guarantee; and
3. Upon the execution of the Guarantee, any officer or director of the Corporation is hereby authorized and directed to do all other things and to execute and deliver all other agreements, certificates, documents and instruments (whether under corporate seal or otherwise) as may be necessary or desirable in the opinion of such officer or director to effectively carry out the purpose and intent of the Guarantee".

DATED Jul 21, 2021 at Burlington, ON.

DocuSigned by:

Name/Title: Brian Page, Director