

No. Section Description

environmental restoration in a combined single limit of not less than \$10 million per occurrence or such greater amount as maintained by Lessee with respect to other cars owned or leased by it; (ii) physical damage insurance relating to loss of or damage to the Cars in such amounts as acceptable to Lessor; and (iii) any additional insurance required by Applicable Law. All such insurance shall contain such endorsements as reasonably required by Lessor, shall provide not less than thirty (30) days' prior written notice of any intended cancellation or material change in coverages and shall name Lessor as loss payee with respect to any physical damage policy and as an additional insured with respect to the commercial general liability policy. Lessee shall provide evidence of compliance herewith upon reasonable request."

15. Special Items:

A. Cleaning and Disposal of Commodity. Without limiting Lessee's obligations under the Lease, Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor.

B. Month to Month. Upon expiration, the Term shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior to written notification by one to the other.

16. Addressing of Notices:

if to Lessor:

Wells Fargo Rail Corporation  
9377 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
Attention: Contract Administrator  
Telephone: (847) 318-7575  
Telecopier: (847) 318-7588  
Email: [wfrlegal@wellsfargo.com](mailto:wfrlegal@wellsfargo.com)

if to Lessee:

Original Traders Energy LP  
A-1110 Highway 54, Unit A  
Caledonia, Ontario N3W 2G9  
Attention: Brian J. Page  
Telephone: (519) 512-2245  
Email: [brian.page@originaltradersenergy.com](mailto:brian.page@originaltradersenergy.com)

17. Addressing for Repairs, Damage, or Destroyed Cars:

if to Lessor:

Wells Fargo Rail Corporation  
9377 W. Higgins Rd., Ste. 600  
Rosemont, Illinois 60018  
Attention: Mechanical Administrator  
Telephone: (847) 318-7575  
Telecopier: (847) 318-7588  
Email: [wfraccountservices@wellsfargo.com](mailto:wfraccountservices@wellsfargo.com)

if to Lessee:

Original Traders Energy LP  
A-1110 Highway 54, Unit A  
Caledonia, Ontario N3W 2G9  
Attention: Brian J. Page  
Telephone: (519) 512-2245  
Email: [brian.page@originaltradersenergy.com](mailto:brian.page@originaltradersenergy.com)

18. Counterparts:

Each party may, in its sole discretion, accept a photocopy, electronically-signed counterpart, electronically transmitted facsimile, .pdf or other reproduction of this Rider or any document related hereto or thereto (a "Counterpart") as the binding and effective record hereof or thereof. Each

No. Section

Description

party represents to the other that the signature that appears on a Counterpart that is transmitted by such party in any manner described in the preceding sentence is intended by such party to authenticate the Counterpart notwithstanding that such signature is transmitted in such format. Each party further agrees that a Counterpart of this Rider or such other document received by the other party, shall, when acknowledged by such other party (either in ink or electronically), constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against the sender. If Lessor accepts a Counterpart of a document as the binding and effective record thereof, only such Counterpart acknowledged by Lessor's ink or electronic signature may be marked "Original", and to the extent that this Rider or other document constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's acknowledgement and is marked "Original"

(Remainder of Page Intentionally Left Blank)



Executed and delivered as of January 28, 2022, as a Rider to and part of the Lease Agreement.

**LESSOR:**

WELLS FARGO RAIL CORPORATION

SIGN: \_\_\_\_\_  
DocuSigned by:  
Mark Brecht  
4D4282EB5C9A465...  
NAME: Mark Brecht  
TITLE: Vice President

**LESSOR:**

ORIGINAL TRADERS ENERGY LP

SIGN: B. Page  
NAME: Brian J Page  
TITLE: Senior Vice President

(OTEL002)

EXHIBIT A - RIDER NO. 2

CAR NUMBERS

No.	Car Mark	Car No.
1	WFRX	132247
2	WFRX	132240
3	WFRX	132234
4	WFRX	132218
5	WFRX	132201
6	WFRX	132236
7	WFRX	132219
8	WFRX	132209
9	WFRX	132249
10	WFRX	132222
11	WFRX	132228
12	WFRX	132250
13	WFRX	132246
14	WFRX	132238
15	WFRX	132233
16	WFRX	132231
17	WFRX	132229
18	WFRX	132221
19	WFRX	132211
20	WFRX	132230



## RIDER NO. 3

Pursuant to that certain Lease Agreement dated as of November 18, 2021 (the "Lease Agreement"), by and between WELLS FARGO RAIL CORPORATION ("Lessor"), a North Carolina corporation, and ORIGINAL TRADERS ENERGY LP ("Lessee") an Ontario limited partnership, this Rider No. 3 dated as of April 26, 2022 ("Rider") incorporates the terms of the Lease Agreement by this reference and together with the Lease Agreement constitutes the "Lease". This Rider is supplemental to, and to be construed in conjunction with, the Lease Agreement; provided in the event that this Rider shall directly conflict with the terms and provisions of the Lease Agreement, this Rider shall control.

CONTRACT NO. OTEL001003SF  
ASSIGNMENT NO. OTEL003

No.	Section	Description
1.	Number of Cars:	Ten (10)
2.	Description of Cars:	Tank Cars (CPC-1232), non-coiled, non-insulated, unlined, 31,800 gallon, 286 GRL, AAR Car Type T109, DOT111A100W1 (individually, a "Car" and collectively, the "Cars")
3.	Car Marks / Numbers:	Lessor owned or controlled marks. See attached Exhibit A.
4.	Commodity:	<p>A. DIESEL FUEL. STCC: 2911331. GASOLINE, NEC. STCC: 2911190. Lessee shall provide to Lessor Material Safety Data Sheets (MSDS) for each commodity to be carried in the Cars. Lessee shall not load any of the Cars in excess of the load limits stenciled thereon.</p> <p>B. Lessee shall be responsible for any loss of or damage to any commodity, or to any Car or part thereof caused by the commodity contained therein (including corrosion damage) or incurred in the process of loading or unloading such commodity, or caused by the chemical environment in which any Car is loaded, unloaded or stored.</p> <p>C. In the event Lessee desires to add additional commodities to the Rider, Lessee will need to submit a formal written request to Lessor (including MSDS and STCC) for review. If the additional commodity is confirmed to be suitable for the Cars, the Rider will be amended accordingly.</p> <p>D. Lessee acknowledges the Cars subject to the Rider are not allowed to carry any flammable commodities in packing group II or III, including the commodities identified in this Rider, and offered for interchange movement after the deadline dates published in 49 CFR part 173 and/or Canadian TDG Regulation Part 5.15.5 as of May 1, 2025 in Canada and May 1, 2029 in the United States. Lessee shall be responsible for any Car seized, embargoed, fines, penalties or other costs associated with non-compliance with such regulation.</p>
5.	Lease Term and Rate:	Lease term of approximately thirty (30) months expiring on April 30, 2025 (the "Term") at the rental rate of US\$625.00 per Car per month (the "Lease Rate"), payable in advance, and is subject to any applicable Goods and Services Tax (GST).

The Term with respect to each Car will commence on the first day of the month after the average date of delivery of all of the Cars. Whether or not the Term has commenced, each Car will become subject to the Lease and

No.	Section	Description
		the Lease Rate will begin accruing on the date of delivery of such Car at the Delivery Location. If any Car is delivered on a day other than the first day of the month, Lessee will pay to Lessor a pro-rated daily Lease Rate for such partial month and any such amounts will be payable on the first day of the following month in arrears.
6.	Additional Usage Rental:	For each mile over 30,000 that any Car travels in a calendar year (calculated as the product of (30,000 x days in service) / 365), Lessee shall pay an additional charge of US\$0.04 per Car per mile.
7.	Delivery:	The delivery period for the Cars is anticipated to begin approximately 4 to 6 weeks after full execution of this Rider and receipt of Lessee's insurance documentation as required under Section 11 of the Lease.
8.	Delivery Location:	<p data-bbox="597 640 1114 661">A. Flat Rock, MI (the "Delivery Location").</p> <p data-bbox="597 699 1474 825">B. Lessee acknowledges and agrees that for purposes of Section 2 of the Lease Agreement, each Car delivered to the Delivery Location shall be deemed "accepted" in "as is" condition and Lessee waives any rights it has under Section 2 of the Lease Agreement to inspect or report any defect.</p>
9.	Delivery Charges:	Transportation charges to the Delivery Location shall be for the account of Lessee.
10.	Maintenance:	<p data-bbox="597 945 1474 1092">A. Maintenance is full service pursuant to the provisions of Section 4 of the Lease Agreement, except Lessee shall be responsible for all service equipment as defined by the AAR and/or FRA which includes, but is not limited to, top and bottom valves, all fittings, valve handles, nozzles, dome cover, cover plate, manways, plugs or caps and chains, and education pipe.</p> <p data-bbox="597 1113 1474 1239">B. Lessee shall be responsible for inspecting the Car(s) to ensure that the Car(s) are qualified under and in compliance with the AAR, DOT, FRA, and any other applicable law or regulation. Lessee will promptly notify Lessor of any repairs required for any Car.</p> <p data-bbox="597 1260 1474 1323">C. Lessee is responsible for lost or damaged components of any Car due to abuse and shall advise promptly when any Car is in need of the repairs.</p> <p data-bbox="597 1344 1474 1575">D. Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor. Lessee shall be responsible for delivering a Certificate of Cleaning for each Car to Lessor upon Lessor's request.</p> <p data-bbox="597 1596 1474 1728">E. Without limiting Lessee's obligations under the Lease, Lessee is responsible for maintenance repairs and work required by Cars (i) caused by unfair usage as defined in AAR Interchange Rule 95, or (ii) which was caused by other than ordinary wear and tear.</p>
11.	Return Point:	Cars will be returned to a point designated by Lessor, with all transportation costs for the account of Lessee.



- | No. | Section                      | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12. | Additional Return Provisions | <p>A. Cars must be returned in compliance with all maintenance and return requirements set forth herein and in the Lease.</p> <p>B. Upon return of each Car to Lessor upon expiration, each Car shall be in full compliance with all AAR and FRA Rules and regulations, clean and free from accumulation of lading or debris, suitable for immediate loading by a third party.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13. | Loss Value:                  | Loss Value will be the settlement value payment pursuant to Rule 107 of the Field Manual of the AAR Interchange Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14. | Lease Amendments:            | <p>Section 11 of the Lease Agreement is deleted in its entirety and replaced with the following for this Rider:</p> <p>“Lessee shall maintain with reputable and financially responsible insurance companies (i) commercial general liability insurance against liability and claims for injuries to persons or property damage including, hazardous materials transportation, pollution or otherwise, against liability and claims for injuries to persons (including injuries resulting in death), and environmental restoration in a combined single limit of not less than \$10 million per occurrence or such greater amount as maintained by Lessee with respect to other cars owned or leased by it; (ii) physical damage insurance relating to loss of or damage to the Cars in such amounts as acceptable to Lessor; and (iii) any additional insurance required by Applicable Law. All such insurance shall contain such endorsements as reasonably required by Lessor, shall provide not less than thirty (30) days’ prior written notice of any intended cancellation or material change in coverages and shall name Lessor as loss payee with respect to any physical damage policy and as an additional insured with respect to the commercial general liability policy. Lessee shall provide evidence of compliance herewith upon reasonable request.”</p> |
| 15. | Special Items:               | <p><u>A. Cleaning and Disposal of Commodity.</u> Without limiting Lessee’s obligations under the Lease, Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor.</p> <p><u>B. Requalification.</u> As all of the Cars are to be requalified during the Term in accordance with 49 CFR § 180.509 - <u>Requirements for inspection and test of specification tank cars</u> (“Requalification”), Lessee agrees to forward the Cars to Lessors designated shop location for such Requalification. Lessor shall be responsible for such Requalification costs. Freight costs to and from the shop location for such Requalification shall be for the account of Lessee.</p> <p><u>C. Month to Month.</u> Upon expiration, the Term shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior to written notification by one to the other.</p>                                                                                                                                                         |



No. Section Description

16. Addressing of Notices:

if to Lessor:

Wells Fargo Rail Corporation  
9377 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
Attention: Contract Administrator  
Telephone: (847) 318-7575  
Telecopier: (847) 318-7588  
Email: [wfrlegal@wellsfargo.com](mailto:wfrlegal@wellsfargo.com)

if to Lessee:

Original Traders Energy LP  
A-1110 Highway 54, Unit A  
Caledonia, Ontario N3W 2G9  
Attention: Brian J. Page  
Telephone: (519) 512-2245  
Email: [brian.page@originaltradersenergy.com](mailto:brian.page@originaltradersenergy.com)

17. Addressing for Repairs, Damage, or Destroyed Cars:

if to Lessor:

Wells Fargo Rail Corporation  
9377 W. Higgins Rd., Ste. 600  
Rosemont, Illinois 60018  
Attention: Mechanical Administrator  
Telephone: (847) 318-7575  
Telecopier: (847) 318-7588  
Email: [wfraccounts@wellsfargo.com](mailto:wfraccounts@wellsfargo.com)

if to Lessee:

Original Traders Energy LP  
A-1110 Highway 54, Unit A  
Caledonia, Ontario N3W 2G9  
Attention: Brian J. Page  
Telephone: (519) 512-2245  
Email: [brian.page@originaltradersenergy.com](mailto:brian.page@originaltradersenergy.com)

18. Counterparts:

Each party may, in its sole discretion, accept a photocopy, electronically-signed counterpart, electronically transmitted facsimile, .pdf or other reproduction of this Rider or any document related hereto or thereto (a "Counterpart") as the binding and effective record hereof or thereof. Each party represents to the other that the signature that appears on a Counterpart that is transmitted by such party in any manner described in the preceding sentence is intended by such party to authenticate the Counterpart notwithstanding that such signature is transmitted in such format. Each party further agrees that a Counterpart of this Rider or such other document received by the other party, shall, when acknowledged by such other party (either in ink or electronically), constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against the sender. If Lessor accepts a Counterpart of a document as the binding and effective record thereof, only such Counterpart acknowledged by Lessor's ink or electronic signature may be marked "Original", and to the extent that this Rider or other document constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's acknowledgement and is marked "Original".

(Remainder of Page Intentionally Left Blank)





05/02/2022 | 9:09:41 AM CDT

Executed and delivered as of \_\_\_\_\_, \_\_\_\_\_, as a Rider to and part of the Lease Agreement.

**LESSOR:**

WELLS FARGO RAIL CORPORATION

SIGN: \_\_\_\_\_  
DocuSigned by:  


NAME: \_\_\_\_\_  
75C65009BB7147F...  
Greg R. Johnson

TITLE: \_\_\_\_\_ Senior Vice President

**LESSEE:**

ORIGINAL TRADERS ENERGY LP

SIGN: \_\_\_\_\_  


NAME: \_\_\_\_\_  
Brian J. Page

TITLE: \_\_\_\_\_ Senior Vice President

(OTEL003)

**EXHIBIT A - RIDER NO. 3  
CAR NUMBERS**

**To Be Determined**

## RIDER NO. 4

Pursuant to that certain Lease Agreement dated as of November 18, 2021 (the "Lease Agreement"), by and between WELLS FARGO RAIL CORPORATION ("Lessor"), a North Carolina corporation, and ORIGINAL TRADERS ENERGY LP ("Lessee") an Ontario limited partnership, this Rider No. 4 dated as of April 27, 2022 ("Rider") incorporates the terms of the Lease Agreement by this reference and together with the Lease Agreement constitutes the "Lease". This Rider is supplemental to, and to be construed in conjunction with, the Lease Agreement; provided in the event that this Rider shall directly conflict with the terms and provisions of the Lease Agreement, this Rider shall control.

CONTRACT NO. OTEL001004SF  
ASSIGNMENT NO. OTEL004

No.	Section	Description
1.	Number of Cars:	Forty-one (41)
2.	Description of Cars:	Tank Cars (CPC-1232), non-coiled, non-insulated, unlined, 31,800 gallon, 286 GRL, AAR Car Type T109 or T209, DOT111A100W1 (individually, a "Car" and collectively, the "Cars")
3.	Car Marks / Numbers:	Lessor owned or controlled marks. See attached Exhibit A.
4.	Commodity:	<p>A. DIESEL FUEL. STCC: 2911331. GASOLINE, NEC. STCC: 2911190. Lessee shall provide to Lessor Material Safety Data Sheets (MSDS) for each commodity to be carried in the Cars. Lessee shall not load any of the Cars in excess of the load limits stenciled thereon.</p> <p>B. Lessee shall be responsible for any loss of or damage to any commodity, or to any Car or part thereof caused by the commodity contained therein (including corrosion damage) or incurred in the process of loading or unloading such commodity, or caused by the chemical environment in which any Car is loaded, unloaded or stored.</p> <p>C. In the event Lessee desires to add additional commodities to the Rider, Lessee will need to submit a formal written request to Lessor (including MSDS and STCC) for review. If the additional commodity is confirmed to be suitable for the Cars, the Rider will be amended accordingly.</p> <p>D. Lessee acknowledges the Cars subject to the Rider are not allowed to carry any flammable commodities in packing group II or III, including the commodities identified in this Rider, and offered for interchange movement after the deadline dates published in 49 CFR part 173 and/or Canadian TDG Regulation Part 5.15.5 as of May 1, 2025 in Canada and May 1, 2029 in the United States. Lessee shall be responsible for any Car seized, embargoed, fines, penalties or other costs associated with non-compliance with such regulation.</p>
5.	Lease Term and Rate:	Lease term of approximately thirty (30) months expiring on April 30, 2025 (the "Term") at the rental rate of US\$625.00 per Car per month (the "Lease Rate"), payable in advance, and is subject to any applicable Goods and Services Tax (GST). The Lease Rate is subject to Lessor's receipt of (1) this Rider signed by an authorized signatory of Lessee and (2) Lessee's insurance documentation as required under Section 11 of the Lease Agreement within thirty (30) business days of the date of this Rider.

No.	Section	Description
		Lessee's failure to meet these requirements could result in renegotiating the terms and conditions outlined herein, including lease rate and term.
		The Term with respect to each Car will commence on the first day of the month after the average date of delivery of all of the Cars. Whether or not the Term has commenced, each Car will become subject to the Lease and the Lease Rate will begin accruing on the date of delivery of such Car at the Delivery Location. If any Car is delivered on a day other than the first day of the month, Lessee will pay to Lessor a pro-rated daily Lease Rate for such partial month and any such amounts will be payable on the first day of the following month in arrears.
6.	Additional Usage Rental:	For each mile over 30,000 that any Car travels in a calendar year (calculated as the product of (30,000 x days in service) / 365), Lessee shall pay an additional charge of US\$0.04 per Car per mile.
7.	Delivery:	The delivery period for the Cars is anticipated to begin approximately 18 to 20 weeks after full execution of this Rider and receipt of Lessee's insurance documentation as required under Section 11 of the Lease.
8.	Delivery Location:	Toledo, OH and Flat Rock, MI (the "Delivery Location")
9.	Delivery Charges:	Transportation charges to the Delivery Location shall be for the account of Lessee.
10.	Maintenance:	<p data-bbox="584 997 1461 1165">A. Maintenance is full service pursuant to the provisions of Section 4 of the Lease Agreement, except Lessee shall be responsible for all service equipment as defined by the AAR and/or FRA which includes, but is not limited to, top and bottom valves, all fittings, valve handles, nozzles, dome cover, cover plate, manways, plugs or caps and chains, and eduction pipe.</p> <p data-bbox="584 1197 1461 1333">B. Lessee shall be responsible for inspecting the Car(s) to ensure that the Car(s) are qualified under and in compliance with the AAR, DOT, FRA, and any other applicable law or regulation. Lessee will promptly notify Lessor of any repairs required for any Car.</p> <p data-bbox="584 1365 1461 1438">C. Lessee is responsible for lost or damaged components of any Car due to abuse and shall advise promptly when any Car is in need of the repairs.</p> <p data-bbox="584 1470 1461 1701">D. Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor. Lessee shall be responsible for delivering a Certificate of Cleaning for each Car to Lessor upon Lessor's request.</p> <p data-bbox="584 1732 1461 1869">E. Without limiting Lessee's obligations under the Lease, Lessee is responsible for maintenance repairs and work required by Cars (i) caused by unfair usage as defined in AAR Interchange Rule 95, or (ii) which was caused by other than ordinary wear and tear.</p>

No.	Section	Description
11.	Return Point:	Cars will be returned to a point designated by Lessor, with all transportation costs for the account of Lessee.
12.	Additional Return Provisions	<p data-bbox="597 310 1477 384">A. Cars must be returned in compliance with all maintenance and return requirements set forth herein and in the Lease Agreement.</p> <p data-bbox="597 411 1477 552">B. Upon return of each Car to Lessor upon expiration, each Car shall be in full compliance with all AAR and FRA Rules and regulations, clean and free from accumulation of lading or debris, suitable for immediate loading by a third party.</p>
13.	Loss Value:	Loss Value will be the settlement value payment pursuant to Rule 107 of the Field Manual of the AAR Interchange Rules.
14.	Lease Amendments:	<p data-bbox="597 680 1477 753">Section 11 of the Lease Agreement is deleted in its entirety and replaced with the following for this Rider:</p> <p data-bbox="597 760 1477 1329">“Lessee shall maintain with reputable and financially responsible insurance companies (i) commercial general liability insurance against liability and claims for injuries to persons or property damage including, hazardous materials transportation, pollution or otherwise, against liability and claims for injuries to persons (including injuries resulting in death), and environmental restoration in a combined single limit of not less than \$10 million per occurrence or such greater amount as maintained by Lessee with respect to other cars owned or leased by it; (ii) physical damage insurance relating to loss of or damage to the Cars in such amounts as acceptable to Lessor; and (iii) any additional insurance required by Applicable Law. All such insurance shall contain such endorsements as reasonably required by Lessor, shall provide not less than thirty (30) days’ prior written notice of any intended cancellation or material change in coverages and shall name Lessor as loss payee with respect to any physical damage policy and as an additional insured with respect to the commercial general liability policy. Lessee shall provide evidence of compliance herewith upon reasonable request.”</p>
15.	Special Items:	<p data-bbox="597 1356 1477 1598"><u>A. Cleaning and Disposal of Commodity.</u> Without limiting Lessee’s obligations under the Lease, Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor.</p> <p data-bbox="597 1625 1477 1724"><u>B. Month to Month.</u> Upon expiration, the Term shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior to written notification by one to the other.</p>

No. Section Description

16. Addressing of Notices:

if to Lessor:

Wells Fargo Rail Corporation  
9377 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
Attention: Contract Administrator  
Telephone: (847) 318-7575  
Telecopier: (847) 318-7588  
Email: [wfrlegal@wellsfargo.com](mailto:wfrlegal@wellsfargo.com)

if to Lessee:

Original Traders Energy LP  
A-1110 Highway 54, Unit A  
Caledonia, Ontario N3W 2G9  
Attention: Brian J. Page  
Telephone: (519) 512-2245  
Email: [brian.page@originaltradersenergy.com](mailto:brian.page@originaltradersenergy.com)

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if to Lessor:

Wells Fargo Rail Corporation  
9377 W. Higgins Rd., Ste. 600  
Rosemont, Illinois 60018  
Attention: Mechanical Administrator  
Telephone: (847) 318-7575  
Telecopier: (847) 318-7588  
Email: [wfraccounts@wellsfargo.com](mailto:wfraccounts@wellsfargo.com)

if to Lessee:

Original Traders Energy LP  
A-1110 Highway 54, Unit A  
Caledonia, Ontario N3W 2G9  
Attention: Brian J. Page  
Telephone: (519) 512-2245  
Email: [brian.page@originaltradersenergy.com](mailto:brian.page@originaltradersenergy.com)

18. Counterparts:

Each party may, in its sole discretion, accept a photocopy, electronically-signed counterpart, electronically transmitted facsimile, .pdf or other reproduction of this Rider or any document related hereto or thereto (a "Counterpart") as the binding and effective record hereof or thereof. Each party represents to the other that the signature that appears on a Counterpart that is transmitted by such party in any manner described in the preceding sentence is intended by such party to authenticate the Counterpart notwithstanding that such signature is transmitted in such format. Each party further agrees that a Counterpart of this Rider or such other document received by the other party, shall, when acknowledged by such other party (either in ink or electronically), constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against the sender. If Lessor accepts a Counterpart of a document as the binding and effective record thereof, only such Counterpart acknowledged by Lessor's ink or electronic signature may be marked "Original", and to the extent that this Rider or other document constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's acknowledgement and is marked "Original".

(Remainder of Page Intentionally Left Blank)

Executed and delivered as of May 23, 2022, as a Rider to and part of the Lease Agreement.

**LESSOR:**

WELLS FARGO RAIL CORPORATION

DocuSigned by:  
SIGN: Lori Heissler  
E798676DE9F54D5...

NAME: Lori Heissler

TITLE: President & Treasurer

**LESSEE:**

ORIGINAL TRADERS ENERGY LP

SIGN: B. Page

NAME: Brian J. Page

TITLE: Senior V.P.

(OTEL004)

EXHIBIT A - RIDER NO. 4

CAR NUMBERS

(To Be Determined)





**Amending Agreement**  
(PPSA)

THIS AGREEMENT made the 25th day of October, 2021

BETWEEN:

**ORIGINAL TRADERS ENERGY L.P** ("Lessee"),

-and-

Royal Bank of Canada ("Royal Bank"),

WHEREAS:

Royal Bank and the Lessee entered into the following Equipment Lease or Leasing Schedule, hereinafter referred to as the "Lease"

**330088469 - 201000062634 dated October 7, 2021**

The parties agree as follows:

**Please note there is no tax on rental payments and on administration fee.**

**All monthly rental payments are free of any GST/PST.**

**Bill of sale will also not reimburse tax portion, as there is no tax on rental payments**

The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this Amending Agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

IN ALL OTHER RESPECTS the provisions of the Lease are hereby ratified and confirmed.

Royal Bank of Canada

A handwritten signature in black ink, appearing to read 'Eugene Basolini', written over a horizontal line.

Eugene Basolini  
Head, Equipment Finance Solution Centre



# Leasing Schedule

(Common Law)

Lessee # 330088469 Lease # 201000062634

Royal Bank of Canada, as Lessor, hereby leases to ORIGINAL TRADERS ENERGY L.P as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of October 7, 2021

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2020 (22) New underground Fiberglass Double Wall fuel tanks + installation and soft costs for fuel blending facility on indigenous reserve land. (Make : ZCL P-100DW-100KL tanks)		
All Equipment, goods and services as further listed on the Equipment Schedule A and Equipment Schedule B attached hereto, including all attachments, additions, replacements and substitutions				
2. Term	Term (in months)			36
	Commencement Date of Term			October 7, 2021
	Termination Date of Term			October 7, 2024
3. Rental	Rental Installment, payable Monthly, in advance			\$111,244.82
	GST/HST, if any			\$14,461.83
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			\$125,706.65
	Other Charges (plus applicable taxes)			\$1,500.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	October 6, 2024 Subject to ABC Addendum			\$1,228,426.70
5. Place of Use	180 Industrial Park Dr Shannonville Ontario K0K 3A0			
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands, rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

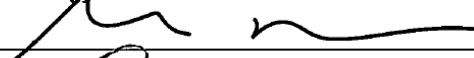
The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

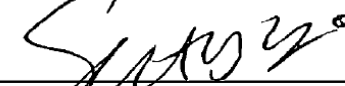
The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deemed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

per   
Eugene Basolini  
Head, Equipment Finance Solution Centre

ORIGINAL TRADERS ENERGY L.P By General partner Original Traders Energy Ltd.

per 

per 

date Oct 19/21

**Equipment Schedule B**

This is the Equipment Schedule attached to and forming part of Lease No. 330088469-201000062634 (the "Lease") between ORIGINAL TRADERS ENERGY L.P as Lessee and Royal Bank of Canada as Lessor.

Vendor	Invoice Date	Invoice #	Equipment Cost
ORIGINAL TRADERS ENERGY LP	10/07/2021	Bill of Sale	\$4,913,706.80

Note :- bill of sale

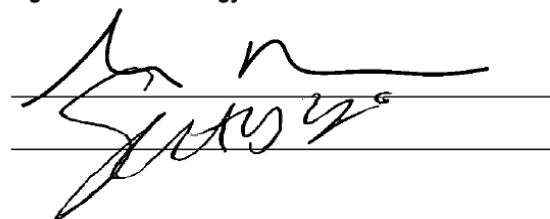
Equipment	Supplier	Invoice	Date of Invoice	CND Amount
Fuel Blending Equipment Project - Initial Deposit	Claybar Contractrating Inc.	20BT0038-1	28-Feb-20	\$ 250,000.00
22 DW Tanks	Claybar Contractrating Inc.	20BT0038-2	2-Apr-20	\$ 1,500,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contractrating Inc.	20BT0038-3	21-Apr-20	\$ 200,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contractrating Inc.	20BT0038-4	29-May-20	\$ 250,000.00
Rough in for future Greenergy Load Station	Claybar Contractrating Inc.	20BT0038-5	29-May-20	\$ 350,000.00
Petroleum piping labour and supply	Claybar Contractrating Inc.	20BT0038-6	12-Jun-20	\$ 500,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contractrating Inc.	20BT0038-7	25-Jun-20	\$ 250,000.00
Partial cost of Electrical Controls & Equipment	Claybar Contractrating Inc.	20BT0038-8	30-Jun-20	\$ 500,000.00
Partial payment - Truck Loading Skid	Claybar Contractrating Inc.	20BT0038-9	29-Jul-20	\$ 500,000.00
Various equipment for Fuel Blending Project	Claybar Contractrating Inc.	20BT0038-10	6-Aug-20	\$ 250,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contractrating Inc.	20BT0038-11	18-Aug-20	\$ 250,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contractrating Inc.	20BT0038-12	30-Sep-20	\$ 96,895.74
Back up Generator Installation	Claybar Contractrating Inc.	20BT0038-13	5-Apr-21	\$ 16,811.06
				<b>\$ 4,913,706.80</b>

Initialed by  
Royal Bank of Canada:



Eugene Basolini  
Head, Equipment Finance Solution Centre

Initialed by  
ORIGINAL TRADERS ENERGY L.P By General partner  
Original Traders Energy Ltd.



**Equipment Schedule A**

This is the Equipment Schedule attached to and forming part of Lease No. 330088469-201000062634 (the "Lease") between ORIGINAL TRADERS ENERGY L.P as Lessee and Royal Bank of Canada as Lessor.

Vendor	Invoice Date	Invoice #	Equipment Cost
ORIGINAL TRADERS ENERGY LP	10/07/2021	Bill of Sale	\$4,913,706.80

Complete Tank List:

TICF#	ULCF#	SW / DW	Size	Order #	Invoice #	Date Invoiced	Date Shipped	Delivery Name	Address	City	Prov	Notes	SO#	Warehouse	
1	Z000994	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 24, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006994 P-100DW-100KL	SO 10025432	INV-101
2	Z000943	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 24, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006963 P-100DW-100KL	SO 10025432	INV-101
3	Z006365	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006965 P-100DW-100KL	SO 10025432	INV-101
4	Z006366	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006966 P-100DW-100KL	SO 10025432	INV-101
5	Z006367	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006967 P-100DW-100KL	SO 10025432	INV-101
6	Z006368	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006968 P-100DW-100KL	SO 10025432	INV-101
7	Z006369	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006969 P-100DW-100KL	SO 10025432	INV-101
8	Z006370	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006970 P-100DW-100KL	SO 10025432	INV-101
9	Z006371	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006971 P-100DW-100KL	SO 10025432	INV-101
10	Z006372	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006972 P-100DW-100KL	SO 10025432	INV-101
11	Z006373	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006973 P-100DW-100KL	SO 10025432	INV-101
12	Z006374	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006974 P-100DW-100KL	SO 10025432	INV-101
13	Z006375	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006975 P-100DW-100KL	SO 10025432	INV-101
14	Z006376	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006976 P-100DW-100KL	SO 10025432	INV-101
15	Z006377	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006977 P-100DW-100KL	SO 10025432	INV-101
16	Z006378	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006978 P-100DW-100KL	SO 10025432	INV-101
17	Z006379	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006979 P-100DW-100KL	SO 10025432	INV-101
18	Z006380	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006980 P-100DW-100KL	SO 10025432	INV-101
19	Z006381	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006981 P-100DW-100KL	SO 10025432	INV-101
20	Z006382	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006982 P-100DW-100KL	SO 10025432	INV-101
21	Z006383	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006983 P-100DW-100KL	SO 10025432	INV-101
22	Z006384	C444779	DW	15R-14R	3078201-00	S11022902	Mar 23, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Sharnonville	ON	TIC# 2006984 P-100DW-100KL	SO 10025432	INV-101

Additional Oil/Water Separator Tank:

TICF#	ULCF#	SW / DW	Size	Order #	Invoice #	Date Invoiced	Date Shipped	Delivery Name	Address	City	Prov	Notes	SO#	Warehouse
1	Z007367	B123490	DW	3078736-00	E11022950	May 31, 2020	May 18, 2020	Tyendinaga Bulk Plant	180 Industrial Park Dr	Sharnonville (Tyendinaga)	ON	TIC# Z007367 Z505W15KL COA OWS	SO 10026255	INV-102

List of Equipment/Controls:

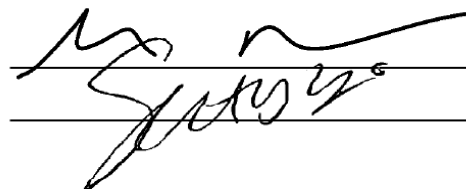
ITEM	MODEL	Serial Number	Manufacturing Date	Supplier	NOTES
5 HP STP - NPM102 NORTH DYED	RED JACKET 0410763-004	3861A	14-May-20	NEE	
5 HP STP - NPM202 NORTH CLEAR	RED JACKET 0410763-009	3853A	14-May-20	NEE	
5 HP STP - NPM204 NORTH CLEAR	RED JACKET 0410763-009	3854A	14-May-20	NEE	
5 HP STP - NPM302 NORTH PRDM91	RED JACKET 0410763-004		14-May-20	NEE	
5 HP STP - NPM402 NORTH CBO3	RED JACKET 0410763-009	3855A	14-May-20	NEE	
5 HP STP - NPM404 - NORTH CBO3	RED JACKET 0410763-009	3856A	14-May-20	NEE	
5 HP STP - NPM406 - NORTH CBO3	RED JACKET 0410763-009	3857A	14-May-20	NEE	
5 HP STP - NPM408 - NORTH CBO3	RED JACKET 0410763-009	3858A	14-May-20	NEE	
5 HP STP - NPM410 - NORTH CBO3	RED JACKET 0410763-009	3859A	14-May-20	NEE	
5 HP STP - NPM412 - NORTH CBO3	RED JACKET 0410763-009	3860A	14-May-20	NEE	
5 HP STP - SPM101 - SOUTH DYED	RED JACKET 0410763-004	3865A	24-May-20	NEE	
5 HP STP - SPM201 - SOUTH CLEAR	RED JACKET 0410763-009	3866A	24-May-20	NEE	
5 HP STP - SPM203 - SOUTH CLEAR	RED JACKET 0410763-009	3867A	24-May-20	NEE	
5 HP STP - SPM301 - SOUTH PRDM91	RED JACKET 0410763-004	3868A	24-May-20	NEE	
5 HP STP - SPM401 - SOUTH CBO3	RED JACKET 0410763-009	3869A	24-May-20	NEE	
5 HP STP - SPM403 - SOUTH CBO3	RED JACKET 0410763-009	3870A	24-May-20	NEE	
5 HP STP - SPM405 - SOUTH CBO3	RED JACKET 0410763-009	3871A	24-May-20	NEE	
5 HP STP - SPM407 - SOUTH CBO3	RED JACKET 0410763-009	3872A	24-May-20	NEE	
5 HP STP - SPM409 - SOUTH CBO3	RED JACKET 0410763-009	3873A	24-May-20	NEE	
5 HP STP - SPM411 - SOUTH CBO3	RED JACKET 0410763-009	3874A	24-May-20	NEE	
2 HP Clear Diesel STP	FE Petro	20CS025004325	05-Mar-20	NEE	
2 HP DYED Diesel STP	FE Petro			NEE	
10HP ETHANOL PUMP #1	Blackmer	2259650	20-Mar-20	NEE	
10HP ETHANOL PUMP #2	Blackmer	2259652	20-Mar-20	NEE	
1 COMPLETE LOADING SKID	N/A	N/A		NEE	see shop drawing
COMPLETE KIOSK BUILDING 8X30FT	N/A	N/A	28-3-2020	NEE	see shop drawing
COMPLETE KIOSK BUILDING 8X12FT	N/A	N/A	28-3-2020	NEE	see shop drawing
VR Tank Level Console (TL5450+)	0860091-401	V02270593905001		NEE	install date 7/10/2020
VR Tank Level Console (TL5450+)	0860091-401	V02270593905002		NEE	install date 7/10/2020
VR Tank Level Probe w/ water det	0846390-110			NEE	qty 20
VR Tank Level Probe w/o water det	0846397-410			NEE	qty 2
VR Sump Sensor	0794380-208			NEE	qty 61
VR Pan Sensor	0794380-322			NEE	qty 2
MOTOR CONTROL PANEL	MCC1	850060432	Apr-20	NEE	VFD serial #'s can be provided at request.
MOTOR CONTROL PANEL	MCC2	850060433	Apr-20	NEE	VFD serial #'s can be provided at request.
MOTOR CONTROL PANEL	MCC3	850060434	Apr-20	NEE	VFD serial #'s can be provided at request.
MOTOR CONTROL PANEL	MCC4	850060435	Apr-20	NEE	
MAIN CONTROL PANEL	CP1	850060436	Apr-20	NEE	
HMI PANEL DRIVER RM	CP2	850060437	Apr-20	NEE	
LIGHTING CONTACTOR PANEL	CP5	850060438	Apr-20	NEE	
600V MONITORING PANEL	CP6	850060439	Apr-20	NEE	
TOPTECH Multiloop Controller	ML2-2M/NAWHN	19480452		NEE	
Wayne Select Clear Diesel Dispenser	WAYNE 3/G7231D	97369D	24-Jun-20	Waleco	
Wayne Select Clear Diesel Dispenser SAT	WAYNE 3/G7037	97312D	24-Jun-20	Waleco	
Wayne Select DYED Diesel Dispenser	WAYNE 3/G7231D	97311D	24-Jun-20	Waleco	
Wayne Select DYED Diesel Dispenser SAT	WAYNE 3/G7037	97370D	24-Jun-20	Waleco	
DEF CABINET	FFS 275-DEF-ASSY-4X4X6	N/A	14-Jul-20	Waleco	

Initialed by  
Royal Bank of Canada:



Eugene Basolini  
Head, Equipment Finance Solution Centre

Initialed by  
ORIGINAL TRADERS ENERGY L.P By General partner  
Original Traders Energy Ltd.





This addendum is attached to and forms part of Leasing Schedule # 330088469-201000062634 between ORIGINAL TRADERS ENERGY L.P (Lessee) and Royal Bank of Canada (Lessor).

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

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

- (a) Purchase the Equipment on October 6, 2024 for a Purchase Price of \$1,228,426.70 Canadian Dollars, which is the estimated fair market value of the Equipment as at such date, plus any provincial or federal sales or other applicable taxes, license, or registration fees or other assessments or charges arising out of the purchase, or;
- (b) Cause a third party to purchase the Equipment on October 6, 2024 for a Purchase Price of \$1,228,426.70, which is the estimated fair market value of the Equipment as at such date, plus any provincial or federal sales or other applicable taxes, license, or registration fees or other assessments or charges arising out of the purchase, or;
- (c) Lease the Equipment for an additional term commencing the day after the Purchase Option Date, subject to credit and all other approvals at the sole discretion of the Lessor and deliver a new Leasing Schedule or Extension Agreement, executed by Lessee and Lessor for a revised term and rental payment to be established by Lessor acting reasonably.

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

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

Initialed by  
**ROYAL BANK OF CANADA**

\_\_\_\_\_  
Eugene Basolini  
Head, Equipment Finance Solution Centre

Initialed by  
**ORIGINAL TRADERS ENERGY L.P By General partner Original Traders Energy Ltd.**

By:   
\_\_\_\_\_  
(authorized signature & title)

President  
By:   
\_\_\_\_\_  
(authorized signature & title)  
SP

Date: **October 7, 2021**

**Royal Bank of Canada**  
5575 North Service Road, Suite 300  
Burlington, Ontario  
L7L 6M1

**BILL OF SALE**

In consideration of your payment to us of the sum of **\$4,913,706.80** plus applicable taxes of **\$638,781.88** for a total amount of **\$5,552,488.68** receipt of which is hereby acknowledged, the undersigned hereby sells, assigns and transfers to you all of the right, title and interest of the undersigned in and to the equipment listed below ("Equipment"):

(22) New underground Fiberglass Double Wall fuel tanks + installation and soft costs for fuel blending facility on indigenous reserve land. (Make : ZCL P-100DW-100KL tanks)

Equipment	Supplier	Invoice	Date of Invoice	CND Amount
Fuel Blending Equipment Project - Initial Deposit	Claybar Contracting Inc.	20BT0038-1	28-Feb-20	\$ 250,000.00
22 DW Tanks	Claybar Contracting Inc.	20BT0038-2	2-Apr-20	\$ 1,500,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-3	21-Apr-20	\$ 200,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-4	29-May-20	\$ 250,000.00
Rough in for future Greenergy Load Station	Claybar Contracting Inc.	20BT0038-5	29-May-20	\$ 350,000.00
Petroleum piping labour and supply	Claybar Contracting Inc.	20BT0038-6	12-Jun-20	\$ 500,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-7	25-Jun-20	\$ 250,000.00
Partial cost of Electrical Controls & Equipment	Claybar Contracting Inc.	20BT0038-8	30-Jun-20	\$ 500,000.00
Partial payment - Truck Loading Skid	Claybar Contracting Inc.	20BT0038-9	29-Jul-20	\$ 500,000.00
Various equipment for Fuel Blending Project	Claybar Contracting Inc.	20BT0038-10	6-Aug-20	\$ 250,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-11	18-Aug-20	\$ 250,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-12	30-Sep-20	\$ 96,895.74
Back up Generator Installation	Claybar Contracting Inc.	20BT0038-13	5-Apr-21	\$ 16,811.06
				<b>\$ 4,913,706.80</b>

The undersigned represents and warrants to you that the undersigned has the right to sell, assign and transfer the Equipment to you, and all other interests, claims, liens, charges, encumbrances and security interests of any kind created by the undersigned.

The undersigned makes no other representation or warranty as to the Equipment, which is sold, assigned and transferred to you on an as is, where is basis.

**ORIGINAL TRADERS ENERGY L.P By General partner**  
**Original Traders Energy Ltd.**

HST#: NA

Per: [Signature]

Per: [Signature]



# Rental Statement

**ORIGINAL TRADERS ENERGY L.P**  
1110 HIGHWAY 54 SUITE 3  
CALEDONIA, Ontario  
N3W 2G9

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

Lease Number	Net Equipment Cost	Rental Factor
<b>330088469 - 201000062634</b>	<b>\$4,913,706.80</b>	<b>0.02264</b>
RENTAL		<b>\$111,244.82</b>
GST/HST *		<b>\$14,461.83</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$125,706.65</b>
ADMINISTRATION FEE		<b>\$1,500.00</b>
GST/HST *		<b>\$195.00</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$1,695.00</b>
<b>TOTAL DUE ON October 7, 2021 (to be debited from your account)</b>		<b>\$127,401.65</b>

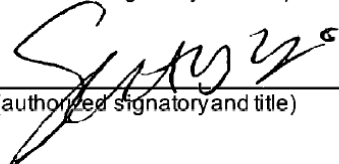
*\*Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$125,706.65** will be debited from your account on the **7th** of each month starting **November 7, 2021** unless alternative arrangements are made with the bank.

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

**ORIGINAL TRADERS ENERGY L.P**  
**By General partner Original Traders**  
**Energy Ltd.**

Per:   
(authorized signatory and title)

Per:   
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001





# Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: ORIGINAL TRADERS ENERGY L.P  
 ADDRESS: 1110 HIGHWAY 54 SUITE 3  
 CITY: CALEDONIA PROVINCE: Ontario POSTAL CODE: N3W 2G9

The purpose of the Corporate Payment Service Agreement between ORIGINAL TRADERS ENERGY L.P ("Lessee") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Lessee to Royal Bank as payee under the following terms and conditions;

The Lessee hereby authorises Royal Bank to draw on the Lessee's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 330088469 - 201000062634 ("Lease") between Lessee and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning October 7, 2021. The Lessee authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

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

Name of Lessee's Financial Institution	RBC
Transit Number of Financial Institution and Branch	01144 003
Account Number	1011436

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

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

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

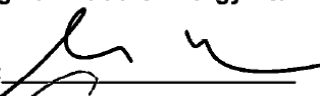
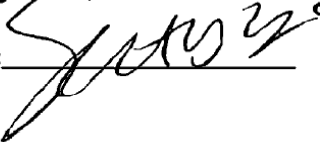
Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative.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

Dated the 19 day of Oct, 2021

**ROYAL BANK OF CANADA**

Per:   
 Eugene Basolini  
 Head, Equipment Finance Solution Centre

**ORIGINAL TRADERS ENERGY L.P By General partner  
Original Traders Energy Ltd.**

Per:   
 Per: 

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

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
330088469	201000062634	\$111,244.82	\$14,461.83	\$0.00	\$125,706.65

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

Date: **October 7, 2021**

**Royal Bank of Canada**  
 5575 North Service Road, Suite 300  
 Burlington, Ontario  
 L7L 6M1

**BILL OF SALE**

In consideration of your payment to us of the sum of **\$4,913,706.80** plus applicable taxes of **\$638,781.88** for a total amount of **\$5,552,488.68** receipt of which is hereby acknowledged, the undersigned hereby sells, assigns and transfers to you all of the right, title and interest of the undersigned in and to the equipment listed below ("Equipment"):

(22) New underground Fiberglass Double Wall fuel tanks + installation and soft costs for fuel blending facility on indigenous reserve land. (Make : ZCL P-100DW-100KL tanks)				
Equipment	Supplier	Invoice	Date of Invoice	CND Amount
Fuel Blending Equipment Project - Initial Deposit	Claybar Contracting Inc.	20BT0038-1	28-Feb-20	\$ 250,000.00
22 DW Tanks	Claybar Contracting Inc.	20BT0038-2	2-Apr-20	\$ 1,500,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-3	21-Apr-20	\$ 200,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-4	29-May-20	\$ 250,000.00
Rough in for future Greenergy Load Station	Claybar Contracting Inc.	20BT0038-5	29-May-20	\$ 350,000.00
Petroleum piping labour and supply	Claybar Contracting Inc.	20BT0038-6	12-Jun-20	\$ 500,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-7	25-Jun-20	\$ 250,000.00
Partial cost of Electrical Controls & Equipment	Claybar Contracting Inc.	20BT0038-8	30-Jun-20	\$ 500,000.00
Partial payment - Truck Loading Skid	Claybar Contracting Inc.	20BT0038-9	29-Jul-20	\$ 500,000.00
Various equipment for Fuel Blending Project	Claybar Contracting Inc.	20BT0038-10	6-Aug-20	\$ 250,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-11	18-Aug-20	\$ 250,000.00
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-12	30-Sep-20	\$ 96,895.74
Back up Generator Installation	Claybar Contracting Inc.	20BT0038-13	5-Apr-21	\$ 16,811.06
				<b>\$ 4,913,706.80</b>

The undersigned represents and warrants to you that the undersigned has the right to sell, assign and transfer the Equipment to you, and all other interests, claims, liens, charges, encumbrances and security interests of any kind created by the undersigned.

The undersigned makes no other representation or warranty as to the Equipment, which is sold, assigned and transferred to you on an as is, where is basis.

**ORIGINAL TRADERS ENERGY L.P By General partner**  
**Original Traders Energy Ltd.**

HST#: NA

Per: [Signature]

Per: [Signature]

October 26, 2021

**Solicitor's Report**

Royal Bank of Canada  
20 King Street West  
2nd Floor

Toronto, ON M5H 1C4

Dear Sirs/Mesdames:

**RE: Loan to Original Traders Energy LP (the "Borrower")**

We have acted as counsel on behalf of Royal Bank of Canada ("**RBC**") in connection with the loan (the "**Loan**") established in favour of the Borrower pursuant to a credit agreement dated July 6, 2021 between RBC, as lender, and the Borrower, as borrower, (as the same may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Credit Agreement**").

We are pleased to now submit our detailed report and enclose the executed loan and security documents (collectively, the "**Security Documents**" and, individually, the "**Security Document**") in connection with the Credit Agreement.

**1. Searches**

We have made the following searches and inquiries regarding the Borrower, as specified below, and the security granted by it to RBC as we have considered necessary to provide the reports and opinions expressed in this report, including those searches and inquiries set out in Schedule "B" to this letter and, in summary:

- Executions:** The execution certificate(s) obtained dated October 21, 2021 evidence that there are no writs of execution against the Borrower,
- Corporate Searches:** The Certificate of Status for the Borrower dated October 20, 201 confirms that the Borrower was active as of the date thereof.
- Bankruptcy:** The bankruptcy search against the Borrower on October 21, 2021 confirmed that the Borrower is not nor has in the past filed a notice of bankruptcy as of October 18, 2021.
- PPSA:** We conducted a search under the PPSA against the Borrower on October 21 and confirm that RBC has the only registrations against the Borrower.

**2. Insurance**

We confirm that you have reviewed and are satisfied with the confirmation of insurance provided by the Borrower.

**3. Enclosures**

We are enclosing a copy of the registered and executed Security Documents for your reference.

We trust that this transaction has been completed to your satisfaction and thank you for allowing us to be of assistance to you.

**4. Request for Disbursement**

We request the disbursement of funds for October 26, 2021 in the total aggregate amount of **\$4,913,706.80**.

AGGREGATE TD LOAN ADVANCE TO GOWLING WLG	
Advance from Loan	\$4,913,706.80
<b>TOTAL NET ADVANCE</b>	<b>\$4,913,706.80</b>

These funds should be disburse to our trust account with Royal Bank of Canada; the account details are set out below:

Beneficiary                    Gowling WLG (Canada) LLP  
Beneficiary Address        One Main Street West  
                                          Hamilton ON L8P 4Z5  
Bank Name                     Royal Bank of Canada  
(Bank Address)                100 King Street West (Stelco Tower)  
                                          Hamilton, ON L8P 1A2  
Account #                        1003656  
(Transit #)                        (01822)  
(Bank)#                            003  
Swift#                             ROYCCAT2

Yours truly,

**GOWLING WLG (CANADA) LLP**

**SCHEDULE "A"**  
**SEARCHES AND INQUIRES**

**1. Corporate Searches**

Name: Original Traders Energy Ltd.  
 Jurisdiction: Ontario  
 Date: October 20, 2021  
 Comment: Active

**2. PPSA Searches**

Name: Original Traders Energy LP  
 Jurisdiction: Ontario  
 Date: October 20, 2021

#	Debtor	Secured Party	File # / Reg #	General Collateral Description	Action Required / Taken
1	<b>Original Traders Energy LP</b> <b>Original Traders Energy Ltd.</b>	Royal Bank of Canada	738211743 / 20180412 1444 1530	Inventory, Equipment, Accounts, Other, MV included	Not action required. RBC registration
2	<b>Original Traders Energy L.P.</b>	Royal Bank of Canada	777228444 / 20211012 1028 8077 2427	Inventory, Equipment, Accounts, Other	No action required. RBC registration
3	<b>Original Traders Energy L.P.</b>	Royal Bank of Canada	777343149 / 20211015 1028 8077 2621	Equipment, Other	No action required. RBC registration

Name: Original Traders Energy Ltd.  
 Jurisdiction: Ontario  
 Date: October 15, 2021

#	Debtor	Secured Party	File # / Reg #	General Collateral Description	Action Required / Taken
1	<b>Original Traders</b>	Royal Bank of	738211743 / 20180412	Inventory, Equipment, Accounts, Other, MV	Not action required.

	<b>Energy LP</b>	Canada	1444 1530	included	RBC registration
	<b>Original Traders Energy Ltd.</b>				

### 3. Execution Searches

Name Original Traders Energy LP  
Region Halton  
Date October 20, 2021  
Comment Clear

Name Original Traders Energy Ltd.  
Region Halton  
Date October 20, 2021  
Comment Clear

### 4. Bankruptcy Search

Name Original Traders Energy LP  
Date October 21, 2021  
Comment Clear

Name Original Traders Energy Ltd.  
Date October 21, 2021  
Comment Clear

## LANDLORD'S WAIVER AND CONSENT

October 17, 2021

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

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

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

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

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

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

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

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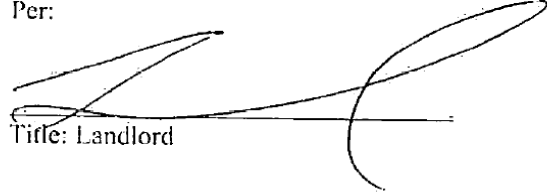
**IN WITNESS WHEREOF**, this Landlord's Waiver and Consent is entered into as of the date first set forth above.

**NOTICE ADDRESS:**

728 Ridge Road  
Tyendinaga Territory, ON  
K0K 1X0

**TOM MARACLE**

Per:

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


Title: Landlord

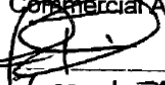
**NOTICE ADDRESS:**

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

**ROYAL BANK OF CANADA**

Per:

  
\_\_\_\_\_  
Name: Silvio Caselli  
Title: Commercial Account Manager

  
\_\_\_\_\_  
Name: JUSTIN JANKOWSKI  
Title: Commercial Account Manager

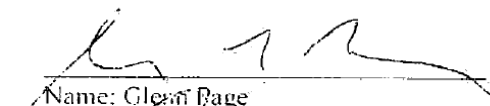
I/We have authority to bind the bank

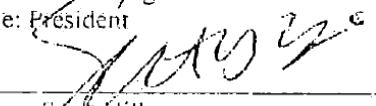
**AGREED AND ACKNOWLEDGED** by the Borrower and the Guarantor as of the date first written above:

**NOTICE ADDRESS:**

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

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

  
Name: Glenn Page  
Title: President

  
Name: Scott Hill  
Title: Vice President

I/We have authority to bind the Corporation

**SCHEDULE "A"**

**Municipal Address:**

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

**Legal Description:**

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

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

**Lease**

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

**SCHEDULE "B"**

Copy of Lease

As attached.

THIS LEASE is made this 19<sup>th</sup> day of February, 2020.

BETWEEN:

Tom Maracle

(collectively referred to herein as the "Landlord")

- and -

Original Traders Energy Limited Partnership

(the "Tenant")

WHEREAS:

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

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

#### ARTICLE 1 - GENERAL CONTRACT PROVISIONS

##### 1.1 Definitions - Deal Terms

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

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

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

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

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

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

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

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

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

## 1.2 Definitions - Standard

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

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

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

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

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

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

**“Initiating Party”** is defined in section 1.22.

**“Landlord’s Work”** is the following:

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

### 1.3 Net Lease

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

#### **1.4 Heading**

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

#### **1.5 Extended Meanings**

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

#### **1.6 Partial Invalidity**

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

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

#### **1.7 Entire Agreement**

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

### **1.8 Governing Law**

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

### **1.9 Time of the Essence**

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

### **1.10 Overholding - No Tacit Renewal**

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

### **1.11 Successors**

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

### **1.12 Waiver**

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

### 1.13 Accord and Satisfaction

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

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

### 1.14 Notices

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

(a) if to the Landlord:

(b) Tom Maracle

728 Ridge Road  
Tyendinaga Territory  
ON K0K 1X0

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

(c) if to the Tenant:

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

glenn.page@originaltradersenergy.com

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

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

#### **1.15 Registration**

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

#### **1.16 Quiet Enjoyment**

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

#### **1.17 Unavoidable Delay**

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

#### **1.18 Amendments and Supplementary Lease Provisions**

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

#### **1.19 Schedules**

The following Schedules form a part of this Lease:

Schedule 1 - Legal description of the Premises

## 1.20 No Partnership

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

## 1.21 Delivery of Certificates

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

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

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

## 1.22 Arbitration

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

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

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

### **1.23 Cost of Landlord's consents**

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

## **ARTICLE 2 - DEMISE AND WORK**

### **2.1 Demise**

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

### **2.2 Term**

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

### **2.3 Renewal**

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

### **2.4 Landlord's Work**

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

### **2.5 Tenant's Work**

The Tenant shall be responsible for the following:

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

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

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

### ARTICLE 3 - RENT

#### 3.1 Rent

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

#### 3.2 Additional Basic Rent

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



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

### **3.3 Additional Rent**

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

### **3.4 Rent Increases**

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

### **3.4 Payment of Rent**

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

## **ARTICLE 4 - USE AND OCCUPANCY**

### **4.1 Use**

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

### **4.2 Improvements on Premises**

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

#### **4.3 Easements and Agreements**

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

#### **4.4 Surrender of Possession**

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

#### **4.5 Construction Liens**

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

#### **4.6 Encumbrances**

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

#### **4.7 Maintenance**

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

### **ARTICLE 5 - FINANCING**

#### **5.1 Equipment**

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

### **ARTICLE 6 - INSURANCE**

#### **6.1 Tenant's Insurance**

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

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

## **6.2 Policy Requirements**

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

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

## **6.3 Certificates**

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

## **6.4 Tenant to Rebuild**

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

## **6.5 Damage During Last Year of Term**

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

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

#### **6.6 No Termination**

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

### **ARTICLE 7 - ASSIGNMENT**

#### **7.1 No Assignment by Tenant**

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

#### **7.2 Landlord Assignment**

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

#### **7.3 Parties Bound**

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

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

#### **7.4 Transfer of Reversionary Interest by Landlord**

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

### **ARTICLE 8 - DEFAULT**

#### **8.1 Default**

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

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

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

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

## **8.2 Re-Entry**

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

### **8.3 Termination**

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

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

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

### **8.4 Survival of Rights**

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

### **8.5 No Waiver after Settlement**

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

### **8.6 Surrender of Possession**

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

### **8.7 Costs of Completion**

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



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

### **8.8 Remedies Cumulative**

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

### **8.9 Waiver of Distress**

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

## **ARTICLE 9 – ENVIRONMENTAL**

### **9.1 Environmental Compliance**

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

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

## 9.2 Remediation

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

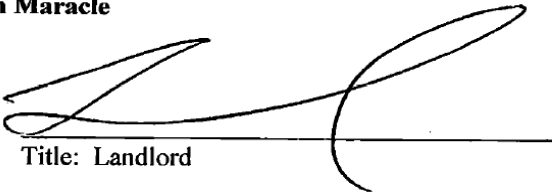
**9.3 Environmental Indemnity**

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

IN WITNESS WHEREOF the parties hereto have executed this Lease.

**Tom Maracle**

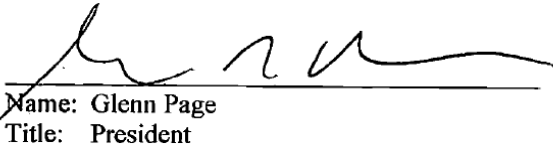
Per: \_\_\_\_\_



Title: Landlord

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

Per: \_\_\_\_\_



Name: Glenn Page  
Title: President

I have authority to bind the general partner

**Schedule 1**

**ADDENDUM**

**TO THE LEASE MADE ON FEBRUARY 18, 2020**

**BETWEEN:**

Tom Maracle

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

- and -

Original Traders Energy Limited Partnership

(the “**Tenant**”)

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

**WHEREAS:**

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

**NOW THEREFORE** the Parties hereby agree as follows:

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

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

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

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

IN WITNESS WHEREOF the Parties hereto have executed this Addendum.

**Tom Maracle**

Per: 

Title: Landlord

Signed this 24 day of September, 2021

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

Per: 

Name: Glenn Page

Title: President

Signed this 24 day of September, 2021

I have authority to bind the general partner.



**MOHAWKS OF THE BAY OF QUINTE**

**KENHTEKE KANYEN'KEHÁ:KA**

ADMINISTRATION, 24 Meadow Drive, Tyendinaga Mohawk Territory, ON K0K 1X0  
Phone 613-396-3424 Fax 613-396-3627

**MOHAWK COUNCIL RESOLUTION**

Chronological No.:	2021/22-040
File Reference:	

**NOTE:** The words “From our First Nations Funds, “Capital” or “Revenue”, whichever is the case, must appear in all resolutions requesting expenditures from First Nations Funds.

THE COUNCIL OF THE: MOHAWKS OF THE BAY OF QUINTE:	Current Capital Balance	\$	
DISTRICT ONTARIO REGION SOUTH	Committed	\$	
PROVINCE ONTARIO	Current Revenue Balance	\$	
PLACE TYENDINAGA MOHAWK TERRITORY #38	Committed	\$	
DATE	1	September	2021
	Date	Month	Year

DO HEREBY RESOLVE:

Moved by: Lynda Leween                                  Seconded by: Carl E. (Ted) Maracle

WHEREAS the Mohawks of the Bay of Quinte have the existing and inherent right of self-determination, which includes the inherent jurisdiction over their lands, peoples and territory;

AND WHEREAS the Mohawks of the Bay of Quinte have aboriginal and treaty rights, and other rights and freedoms that are recognized and affirmed in the Constitution of Canada, which include the inherent right of self-determination and jurisdiction over their lands, peoples and territory;

AND WHEREAS the Tyendinaga Mohawk Council is the community government within the Tyendinaga Mohawk Territory and has inherent jurisdiction to make laws, regulations and policies to meet the needs and concerns of the Mohawks of the Bay of Quinte;

AND WHEREAS the Tyendinaga Mohawk Council intends to preserve the cultural, political and economic integrity of the Mohawk Territory and community of Tyendinaga;

AND WHEREAS the Tyendinaga Mohawk Council is striving to create an environment conducive to the establishment of economic development within the Tyendinaga Mohawk Territory;

A quorum for this First Nation Consists of 3 Council Members
--------------------------------------------------------------------

*Donald Maracle*  
Chief R. Donald Maracle

*Josh Hill*  
Councillor Josh Hill

*Lynda Leween*  
Councillor Lynda Leween

*Carl E. (Ted) Maracle*  
Councillor Carl E. (Ted) Maracle

**FOR DEPARTMENT USE ONLY**

1. First Nation Code	2. COMPUTER BALANCES		3. Expenditure	4. Authority Indian Act See	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital \$	B. Revenue \$			
6. Recommended			Approved		
Date			Date		
Recommending Officer			Approving Officer		



# MOHAWKS OF THE BAY OF QUINTE

## KENHTEKE KANYEN'KEHÁ:KA

ADMINISTRATION, 24 Meadow Drive, Tyendinaga Mohawk Territory, ON K0K 1X0  
Phone 613-396-3424 Fax 613-396-3627

### MOHAWK COUNCIL RESOLUTION

Chronological No.:	2021/22-040
File Reference:	

**NOTE:** The words "From our First Nations Funds, "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditures from First Nations Funds.

THE COUNCIL OF THE: <b>MOHAWKS OF THE BAY OF QUINTE</b>	Current Capital Balance	\$
DISTRICT <b>ONTARIO REGION SOUTH</b>	Committed	\$
PROVINCE <b>ONTARIO</b>	Current Revenue Balance	\$
PLACE <b>TYENDINAGA MOHAWK TERRITORY #38</b>	Committed	\$
DATE 1 September 2021 Date Month Year		

AND WHEREAS as part of creating an environment conducive to economic development, the Mohawks of the Bay of Quinte businesses wish to enter into contractual agreements with product suppliers;

AND WHEREAS as a condition of the contract, the supplier requires a Resolution from the Council to enter the "Territory";

AND WHEREAS Tom Maracle and his associated company Original Traders Energy, has requested that Council pass this Resolution and agrees to its content.

THEREFORE BE IT RESOLVED THAT the Tyendinaga Mohawk Council hereby grants The Royal Bank of Canada and its agents and assigns the right to enter upon the Tyendinaga Mohawk Territory for the specific purpose of the contract, with Tom Maracle and his associated company Original Traders Energy to access any assets directly related to the aforesaid contract between Tom Maracle and his associated company Original Traders Energy and The Royal Bank of Canada.

AND BE IT FURTHER RESOLVED THAT this right of access shall not be withdrawn without the prior written agreement of both The Royal Bank of Canada or its assigns and the Tyendinaga Mohawk Council

Carried.

A quorum for this First Nation  
Consists of 3  
Council Members

*Donald Maracle*  
Chief R. Donald Maracle

*Josh Hill*  
Councillor Josh Hill

*Lynda Leween*  
Councillor Lynda Leween

*Carl E. Maracle*  
Councillor Carl E. (Ted) Maracle

#### FOR DEPARTMENT USE ONLY

1. First Nation Code	2. COMPUTER BALANCES		3. Expenditure	4. Authority Indian Act See	5. Source of Funds <input type="checkbox"/> Capital <input type="checkbox"/> Revenue
	A. Capital \$	B. Revenue \$			
6. Recommended			Approved		
Date	Recommending Officer		Date	Approving Officer	



## CERTIFICATE AS TO AGREEMENTS

**TO** ALL LAWYERS, Gowling WLG (Canada) LLP

**AND TO** ROYAL BANK OF CANADA ("RBC")

**RE** Credit facilities established in favour of Original Traders Energy LP (the "**Borrower**") pursuant to a loan agreement dated July 6, 2021 between Royal Bank of Canada (the "**Lender**"), as lender, and the Borrower, as borrower, (as the same may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Credit Agreement**")

**DATE** October 15, 2021

I, Glen Page, President of Original Traders Energy Ltd., hereby certify on behalf of Original Traders Energy LP, in my capacity as an officer of its general partner, and not in my personal capacity, as follows:

1. Annexed hereto as Schedule "B" is a true and complete copy of each of the documents referred to in Schedule "A" attached hereto (each individually, a "**Document**").
2. Each Document is in full force and effect as of the date hereof.
3. There have been no further amendments to, alterations of, termination of or variations in or to any Document.
4. There is no other agreement, instrument, document or understanding which supersedes any Document.

I make these representations, warranties and certifications knowing that the Lender will be acting in reliance thereon in continuing to extend the credit facilities to the borrowers pursuant to the Credit Agreement.

DATED as of the date first written above.

Name: \_\_\_\_\_  


**SCHEDULE "A"**  
**LIST OF DOCUMENTS**

1. Lease dated February 18, 2020 between Tom Maracle, as landlord, and Original Traders Energy Limited Partnership, as tenant, (the "Lease")
2. Addendum to the Lease made on February 18, 2020

A handwritten signature in black ink, appearing to be the initials 'TM' or similar, located in the lower right quadrant of the page.

**SCHEDULE "B"**  
**COPIES OF DOCUMENTS**

See attached.

A handwritten signature in black ink, consisting of stylized initials or a name, located in the bottom right corner of the page.