

- provincial fiscal legislation deemed necessary or desirable to carry out the provisions of this Agreement;
- (v) any document required to be filed with the appropriate governmental body, agency or authority in connection with the business, property, assets and undertaking of the Partnership;
 - (vi) any document on behalf of and in the name of the Partnership as may be necessary to give effect to the business of the Partnership;
 - (vii) any document on behalf of and in the name of a Limited Partner as may be necessary to reflect the assignment of a Unit;
 - (viii) any other instrument or document on behalf of and in the name of the Partnership, including without limitation, all debt instruments, as may be deemed necessary by the General Partner to carry out this Agreement fully in accordance with its terms; and
- (b) act as its representative at the relevant closing of the offering of Units, to release the funds representing the subscription price for the Units, to execute or complete on its behalf all closing receipts and documents as required or deemed necessary, to receive on its behalf Unit Certificates subscribed for pursuant to the applicable Subscription Form, and to complete or correct errors or omissions in any form or document provided by the Limited Partner; and
- (c) invest the assets of the Partnership as the General Partner deems appropriate.

To evidence the foregoing, each Limited Partner, in such form or forms as may be approved from time to time by the General Partner, or in executing this Agreement, has executed or will execute, as the case may be, a power of attorney containing the powers set forth above.

The Power of Attorney once granted, is irrevocable and will be a power coupled with an interest and, to the extent permitted by law, is binding upon the estate of the Limited Partner and will be exercisable during any subsequent legal incapacity of a Limited Partner, will survive the assignment by the Limited Partner of the whole or any part of the interest of such Limited Partner in the Partnership, extends to and is binding upon the heirs, executors, administrators and other legal representatives and the successors and assigns of such Limited Partner and may be exercised by the General Partner for and on behalf of each Limited Partner in executing any instrument with a single signature as attorney and agent for each of the Limited Partner and all of them.

Each Limited Partner agrees to be bound by any representation or action made or taken by the General Partner pursuant to such Power of Attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm the action of the General Partner within such Power of Attorney.

7.12 Restrictions upon the General Partner

The General Partner's power and authority does not extend to any powers, actions or authority enumerated in Section 9.18 unless and until the requisite Extraordinary Resolution is passed by the Partners. The General Partner will not, without approval from the Limited Partners by way of Extraordinary Resolution:

- (a) commingle the funds of the Partnership with the funds of the General Partner or any of its Affiliates or Associates or with the funds of any other person;
- (b) reinvest Net Income and net proceeds from the sale of Partnership property rather than making distributions to Limited Partners;
- (c) dissolve the Partnership; or
- (d) assign, transfer or otherwise dispose of its entire interest as General Partner without approval of the Limited Partner.

7.13 Removal of General Partner

The General Partner will be removed as the General Partner as follows:

- (a) Upon the bankruptcy, dissolution, liquidation or winding-up or making of an assignment for the benefit of creditors of the General Partner, or upon the appointment of a receiver of the assets and undertaking of the General Partner, the General Partner will be deemed to have been removed as the general partner of the Partnership and a new general partner will, in such instances, be appointed by the Limited Partner by an Ordinary Resolution within 180 days of receipt of written notice of that event (which written notice would be provided by the General Partner promptly upon the occurrence of that event) provided that the General Partner will not cease to be the General Partner until the earlier of the appointment of a new General Partner and the expiry of the 180 day period.
- (b) The Limited Partners may remove the General Partner if the General Partner has committed a material breach of this Agreement, which continues for a period of 90 days after written notice is given to the General Partner of that breach, and substitute another as the General Partner in its stead by an Extraordinary Resolution, but only if the Limited Partners appoint, concurrently with the removal, a replacement General Partner that assumes all the responsibilities and obligations of the removed General Partner under this Agreement.

7.14 Voluntary Change to a General Partner

The General Partner may transfer its interest as a General Partner of the Partnership, provided that the proposed new General Partner has been approved by Extraordinary Resolution and the General Partner transfers its interest in the Partnership to the new General Partner in consideration for the payment of \$100. The General Partner is bound by the terms of this Agreement until the transfer of its interest as general partner has been approved by an Extraordinary Resolution and the new General Partner has agreed in writing to be bound by the agreements, representations and warranties contained on the part of the General Partner as General Partner under this Agreement.

ARTICLE 8 FINANCIAL INFORMATION

8.1 Books and Records

The General Partner will keep or cause to be kept proper books of account and records of the Partnership.

8.2 Annual Report

The General Partner will send or cause to be sent to each Limited Partners within 90 days of the end of each Fiscal Year of the Partnership Auditor's reviewed financial statements of the Partnership containing: (a) a balance sheet for the Partnership as at the end of the most recently completed Fiscal Year; (b) an income or loss statement for such Fiscal Year; (c) a statement of changes in financial position for that Fiscal Year; (d) a statement of changes in such Partner's Capital Account for that Fiscal Year; (e) the Auditor's review engagement report on such financial statements of the Partnership; and (f) such other information as in the reasonable opinion of the General Partner is material to the operations of the Partnership. Such financial statements will include comparative financial statements for the immediately preceding Fiscal Year (if any) prior to the Fiscal Year reported on in the financial statements.

8.3 Quarterly Report

The General Partner will send or cause to be sent to each Limited Partner within 45 days of the end of each fiscal quarter of the Partnership, unaudited financial statements containing: (a) an unaudited balance sheet for the Partnership as at the end of the most recently completed fiscal quarter; (b) an unaudited income or loss statement for that fiscal quarter; (c) an unaudited statement of changes in financial position for that fiscal quarter; and (d) such other information as in the reasonable opinion of the General Partner is material to the operations of the Partnership.

8.4 Income Tax Information

The General Partner will send or cause to be sent to each person who was a Limited Partner:

- (a) on the last day of the Fiscal Year; or
- (b) at the date of dissolution of the Partnership,

by, in the case of (a) above, the 31st day of March of the following year, or in the case of (b) above, within 90 days of dissolution, as the case may be, or within any other shorter period as may be required by applicable law, all information, in suitable form, relating to the Partnership necessary for a person to prepare that person's Canadian federal and provincial income tax returns. The General Partner will file, on behalf of itself and the Limited Partners, annual Partnership information returns and any other information returns required to be filed under the Tax Act and any other applicable tax legislation in respect of the Partnership.

8.5 Accounting Policies

The General Partner is authorized to establish from time to time accounting policies with respect to the financial statements of the Partnership and to change from time to time any policy that has been so established so long as those policies are consistent with the provisions of this Agreement and with GAAP.

8.6 Appointment of Auditor

The General Partner will, on behalf of the Partnership, select the Auditor on behalf of the Partnership to review and report to the Partners upon the financial statements of the Partnership for, and as at the end of each Fiscal Year, and to advise upon and make determinations with regard to financial questions relating to the Partnership or required by this Agreement to be determined by the Auditor.

**ARTICLE 9
MEETINGS OF THE LIMITED PARTNER**

9.1 Meetings of Partners

The General Partner may call a meeting of Partners at any time for such purposes as the General Partner sees fit. Where the Limited Partner gives the General Partner written notice requesting a meeting of the Limited Partners (the "Requisitioning Partner"), the General Partner will, within 30 days of receipt of the notice, give notice calling a meeting of the Partners. If the General Partner fails to do so, the Requisitioning Partner may call a meeting of the Partners by giving notice to the Partners in accordance with this Agreement. Every meeting, however called, will be conducted in accordance with this Agreement.

9.2 Place of Meeting

Every meeting will be held in Wilsonville, Ontario or at such other place in Canada as may be approved by Extraordinary Resolution or as determined by the General Partner.

9.3 Notice of Meeting

Notice of any meeting will be given to each Partner by prepaid registered mail or by personal delivery not less than 10 days prior to such meeting, and will state: (a) the time, date and place of such meeting; and (b) in general terms, the nature of the business to be transacted at the meeting.

9.4 Notice of Meeting/Adjournment

Notice of an adjournment of a meeting of Partners need not be given if the adjourned meeting is held within 14 days of the original meeting. Otherwise, notice of an adjournment of a meeting will be given not less than 10 days in advance of the adjournment of the meeting and otherwise in accordance with this section, except that the notice need not specify the nature of the business to be transacted if unchanged from the original meeting.

9.5 Accidental Omissions

Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner (but not the General Partner) will not invalidate the proceedings at that meeting.

9.6 Proxies

Any Partner entitled to vote at a meeting may vote by proxy if the proxy has been received by the General Partner no later than the close of business on the day prior to the day of the meeting or if the proxy has been received by the chair of the meeting for verification prior to the meeting.

9.7 Validity of Proxies

A proxy purporting to be executed by or on behalf of a Partner and completed in accordance herewith will be considered to be valid unless challenged at the time of or prior to its exercise. The person challenging the proxy will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid and any decision of the chairman concerning the validity of a proxy will be final. A proxy holder need not be a holder of a Unit.

9.8 Form of Proxy

Every proxy will be substantially in the form which follows or such other form as may be approved by the General Partner or as may be satisfactory to the chairman of the meeting at which it is sought to be exercised:

"I, _____, of _____, being a Partner of Original
Traders Energy LP, hereby
appoint _____ of _____, as my proxy, with full
power of substitution, to vote for me and on my behalf at the meeting of
Limited Partner to be held on the ____ day of _____, _____, and
every adjournment thereof and every poll that may take place in
consequence thereof.
Dated: _____

9.9 Corporations

A Partner which is a corporation may appoint an officer, director or other authorized person as its representative to attend, vote and act on its behalf at a meeting of Partners.

9.10 Attendance of Others

Any officer or director of the General Partner, legal counsel for the General Partner and the Partnership and representatives of the Auditor will be entitled to attend any meeting of Limited Partner. The General Partner has the right to authorize the presence of any person at a meeting of Limited Partner regardless of whether the person is a Partner. With the approval of the General Partner, that person is entitled to address the meeting.

9.11 Chair

The General Partner may nominate a person (who need not be a Limited Partner) to be chair (the "Chair") of a meeting of Partners and the person nominated by the General Partner will be chairperson of such meeting unless the Partners elect another chairperson by Ordinary Resolution.

9.12 Quorum

Subject to this Agreement, a quorum at any meeting of Limited Partners will consist of two or more persons present in person who collectively hold or represent by proxy not less than 60% of the outstanding Units and who are entitled to vote on any resolution and a quorum for any specific resolution presented to the meeting shall be two or more persons present who hold or represent by proxy not less than 60% of the outstanding Units entitled to vote on such resolution. If, within half an hour after the time fixed for the holding of such meeting, a quorum for the meeting is not present, the meeting:

- (a) if called by or on the requisition of the Limited Partners, will be terminated; and
- (b) if called by the General Partner, will be held at the same time and, if available, the same place not less than ten days or more than 21 days later (or if that date is not a business day, the first business day after that date), and the General Partner will provide notice, if any, in accordance with Section 9.4. At such reconvened meeting the quorum for the meeting and the quorum for any specific resolution to be passed at such meeting will

consist of the Limited Partners then present in person or represented by proxy at such reconvened meeting.

9.13 Voting Rights of General Partner

The General Partner, as such, may not vote at any meeting of Limited Partners. Such General Partner, if also a holder of Unit(s) of the Partnership, may, however, vote as a Limited Partner.

9.14 Voting

- (a) Every question submitted to a meeting of Limited Partners will be decided on a show of hands. The Chair of the meeting of Limited Partners will be entitled to vote in respect of Units held by the Chair or represented by the Chair by proxy and, in the case of an equality of votes, the Chair of the meeting will have a casting vote. On any vote at a meeting of Limited Partners, a declaration by the Chair of the meeting concerning the result of the vote will be conclusive.
- (b) Any Limited Partner who is a party to a contract or proposed contract or who has a material interest in a contract, proposed contract or transaction (either directly or indirectly, including through an Affiliate or Associate which is the subject matter of a resolution) shall not be entitled to any vote on such resolution; provided however, that a Limited Partner shall be deemed not to have a material interest in a contract, proposed contract or transaction if the interest arises merely from the ownership of Units where the Limited Partner will have or receive no extra or special benefit or advantage not shared on an equal basis by all other Limited Partners.

9.15 Poll

A poll requested or required concerning the election of a Chair or an adjournment will be taken immediately on request. A poll requested or required concerning any other matter will be taken at the meeting or an adjournment of the meeting in such manner as the Chair directs.

9.16 Resolution in Writing

A written resolution signed by Limited Partners holding the requisite number of Units to qualify the resolution as an Ordinary Resolution or an Extraordinary Resolution, as the case may be, has the same effect as if it had been passed at a meeting of Limited Partners and is deemed to satisfy all of the requirements of this Agreement relating to meetings of Limited Partners, provided that no such resolution(s) shall be valid or effective unless written notice of the proposed resolution(s) has been provided to all of the Limited Partners at least forty-eight (48) hours prior to the resolution(s) having effect.

9.17 Powers of Limited Partner; Resolutions Binding

The Limited Partners will have only the powers set forth in this Agreement and any additional powers provided by law. Subject to the foregoing sentence, any resolution of the Partners passed in accordance with this Agreement will be binding on all the Partners and their respective heirs, executors, administrators, successors and assigns, whether or not any such Partner was present in person or voted against any resolution so passed.

9.18 Powers Exercisable by Extraordinary Resolution

The following powers will only be exercisable by Extraordinary Resolution passed by the Partners:

- (a) dissolving the Partnership, except as otherwise provided for under Section 10.1(a);
- (b) removing the General Partner and electing a new General Partner as provided in Subsection 7.13(b);
- (c) waiving any default on the part of the General Partner on such terms as the Partners may determine;
- (d) continuing the Partnership in the event that the Partnership is terminated by operation of law;
- (e) changing the Fiscal Year of the Partnership;
- (f) amending, modifying, altering or repealing any Extraordinary Resolution previously passed by the Partners;
- (g) amending this Agreement pursuant to Section 11.1 in accordance with the provisions thereof; and
- (h) purchasing or otherwise acquiring any other business.

9.19 Minutes

The General Partner will cause minutes to be kept of all proceedings and resolutions at every meeting of the Partners and will cause all such minutes and all resolutions of the Partners consented to in writing to be made and entered in books to be kept for that purpose. Any minutes of a meeting signed by Limited Partners holding more than two-thirds (2/3rds) of the Units will be deemed evidence of the matters stated in them and such meeting will be deemed to have been duly convened and held and all resolutions and proceedings shown in them will be deemed to have been duly passed and taken.

9.20 Additional Rules and Procedures

To the extent that the rules and procedures for the conduct of a meeting of the Partners are not prescribed in this Agreement, the rules and procedures will be determined by the chairman of the meeting.

ARTICLE 10 DISSOLUTION AND LIQUIDATION

10.1 Dissolution

The Partnership will be dissolved upon the occurrence of any of the following events:

- (a) 99 years from the date the Declaration was filed, subject to extension by the passage of an Extraordinary Resolution approving the extension;
- (b) the bankruptcy, dissolution, liquidation or winding-up, or making of an assignment for the benefit of creditors, of the General Partner during the term of this Agreement, unless the General Partner is replaced as provided in subsection 7.13(a); and

- (c) the passage of an Extraordinary Resolution approving the dissolution of the Partnership.

10.2 Liquidation of the Partnership

In the event of the dissolution of the Partnership for any reason, the General Partner, or in the event that the General Partner is bankrupt, a receiver appointed by an Extraordinary Resolution, will commence to wind up the affairs of the Partnership and to liquidate its assets. The Partners will continue to share net income, net loss, taxable income and tax loss during the period of liquidation in the same proportions as before the dissolution. The General Partner or receiver has the full right and discretion to determine the time, manner and terms of any sale of assets of the Partnership pursuant to the liquidation, having regard to the nature and condition of the assets of the Partnership.

10.3 Distribution

Following the payment of all debts and liabilities of the Partnership and all expenses of liquidation, but conditional upon the right of the General Partner or receiver to set up such cash reserves as it may deem necessary for any contingent or unforeseen liabilities or obligations of the Partnership, the balance of the proceeds of the liquidation and the other funds of the Partnership will be distributed to the holders of the Units in accordance with Section 3.2(d).

10.4 Statement

Within a reasonable time following the completion of the liquidation of the Partnership, the General Partner will supply to each of the Limited Partner a statement, reviewed by the Auditor, setting out the assets and liabilities of the Partnership as of the date of complete liquidation and the distribution to each Partner.

10.5 Cash Distribution

Unless authorized by the Partners by Extraordinary Resolution, no Partner has the right to demand or receive property other than cash upon dissolution and termination of the Partnership.

10.6 Termination

Upon the completion of the liquidation of the Partnership and the distribution of all of the Partnership funds, the Partnership will terminate and the General Partner has the authority to execute and record any declarations, certificates, instruments and documents required to effect the dissolution or termination of the Partnership.

10.7 Continuity

Except as specifically set forth in this Agreement, the Partnership will continue and will not dissolve or terminate upon the occurrence of any event, including the admission of a new or additional General Partner or Limited Partner or by the withdrawal, removal, death, insolvency, bankruptcy or other disability of a Partner.

10.8 Receiver

Subject to Section 10.2, the General Partner will be the receiver of the Partnership charged with the responsibility of liquidating the Partnership upon its dissolution. If the General Partner is unable or unwilling to act in that capacity, then the Limited Partners will appoint by Extraordinary Resolution

another appropriate person to act as the receiver of the Partnership. The receiver will proceed diligently to wind up the affairs of the Partnership and to distribute the net proceeds from the sale of the assets of the Partnership. During the course of the liquidation, the receiver will operate the properties and undertaking of the Partnership and in doing so is vested with all the powers and authority of the General Partner in relation to the Partnership under the terms of this Agreement. The Partnership will pay to the receiver its reasonable fees and disbursements incurred in carrying out its duties.

10.9 No Right to Dissolve

Except as provided for in this Article 10, no Limited Partner has the right to ask for the dissolution of the Partnership, for the winding up of its affairs or for the distribution of its assets.

10.10 Return of Limited Partner's Contribution

A Limited Partner has the right to demand and receive the return of the Limited Partner's Capital Contribution upon the earlier of:

- (a) the dissolution of the Partnership; and
- (b) when the Partners consent to the return of the Capital Contribution by way of Extraordinary Resolution.

ARTICLE 11 AMENDMENT

11.1 General

Except as otherwise set out in this Article 11, this Agreement may be amended by an Extraordinary Resolution approving the amendment; provided, however, that no such amendment that adversely affects the rights of the General Partner (other than a resolution relating to the removal of the General Partner and the appointment of a new general partner) may be made without the approval of the General Partner.

11.2 Amendment by the General Partner

The General Partner may, without prior notice to or consent from any Limited Partner, amend the provisions of this Agreement from time to time:

- (a) for the purpose of reflecting the admission, substitution, withdrawal or removal of Limited Partner in accordance with this Agreement;
- (b) to change the location of the principal place of business or the registered office of the Partnership;
- (c) for the purpose of making a change that, in the discretion of the General Partner is reasonable and necessary or appropriate to enable Partners to take advantage of, or not to be detrimentally affected by, changes in the Tax Act or other taxation laws;
- (d) to cure an ambiguity or to correct or supplement a provision of this Agreement which, in the opinion of counsel to the Partnership, may be defective or inconsistent with any other provision of this Agreement, but only if in the opinion of counsel the cure, correction or supplemental provision does not materially adversely affect the interests of any Limited Partner; or

- (e) for the purpose of protecting the Limited Partners,

The Limited Partners will be notified of any amendment to this Agreement under this Section within 30 days after the effective date of the amendment.

11.3 Limitations on Amendment

This Agreement may not be amended without the unanimous approval of all the Limited Partners if the effect of the amendment is to:

- (a) alter the ability of the Limited Partners to remove the General Partner without the consent of the General Partner;
- (b) change the liability of a Limited Partners;
- (c) allow a Limited Partner to exercise control of the business or take part in the management of the Partnership;
- (d) reduced the interest in the Partnership of the Limited Partners;
- (e) change the Partnership from a limited partnership to a general partnership;
- (f) limit the right of a Limited Partner to vote at any meeting of the Limited Partners; or
- (g) amend this Section 11.3 or Section 9.18.

ARTICLE 12 NOTICES

12.1 Notices

A notice, demand, request, statement or other evidence required or permitted to be given under this Agreement must be written. It will be sufficiently given:

- (a) if delivered personally or by courier, or sent by prepaid registered mail, to a party addressed as follows:
 - (i) if to the General Partner, at the registered office of the Partnership, at 7331 Indian Line Road, Wilsonville, ON N0E 1Z0; and
 - (ii) if to a Limited Partner, to such Limited Partner at its last address as shown in the records of the Partnership,

and any such notice will be deemed to have been received 5 business days after mailing, or if delivered, when delivered. If the notice is mailed and there occurs between the time of mailing and the actual or deemed receipt of the notice, a mail strike, slowdown or other labour dispute that might affect delivery of the notice, then the notice is effective only if actually received; or

- (b) if delivered by e-mail, to a party addressed as follows:
 - (i) if to the General Partner at 7331 Indian Line Rd Wilsonville, Ontario; and

- (ii) if to a Limited Partner, to such Limited Partner at its last email address shown in the records of the Partnership,

and any such notice will be deemed to have been received upon receipt by the sending party of an email reply confirmation.

ARTICLE 13 GENERAL

13.1 Binding Agreement

Subject to the restrictions on assignment and transfer herein contained, this Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

13.2 Time

Time will be of the essence hereof.

13.3 Severability

Each provision of this Agreement is intended to be severable. If any provision of this Agreement, or the application of such provision to any person or circumstance, is inapplicable for any reason, the remainder of this Agreement, or the application of such provision to any person or circumstance other than those to which it is inapplicable, will not be affected thereby.

13.4 Governing Law

This Agreement will be governed and construed according to the laws of the Province of Ontario, without giving effect to the principles thereof relating to the conflict of laws and the parties hereto irrevocably attorn to the jurisdiction of the courts thereof.

13.5 Further Documents

The parties will do such things and execute and deliver such documents as counsel to the Partnership considers necessary or desirable to carry out the terms and intent of this Agreement.

13.6 Successors and Assigns

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, their successors and assigns.

13.7 Entire Agreement

This Agreement constitutes the entire agreement among the parties to this Agreement with respect to the subject matter of this Agreement.

13.8 Limited Partner Not a General Partner

If any provisions of this Agreement has the effect of imposing upon any Limited Partner any of the liabilities or obligations of a general partner under the Act, that provision will be of no force and effect.

13.9 Counterparts


This Agreement, or any amendment to it, may be executed in multiple counterparts, each of which will be deemed an original agreement, and all of which will constitute one agreement. This Agreement may also be executed and adopted in any subscription form or similar instrument signed by a Limited Partner with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

[Remainder of this page intentionally left blank; signature page follows.]

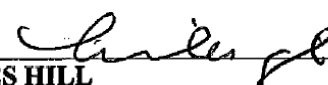
IN WITNESS OF WHICH the parties hereto have executed this Agreement.

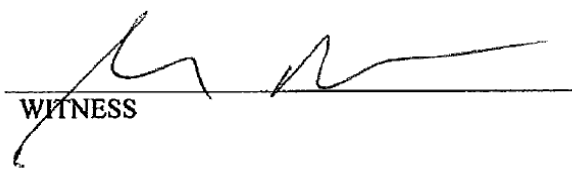

General Partner:

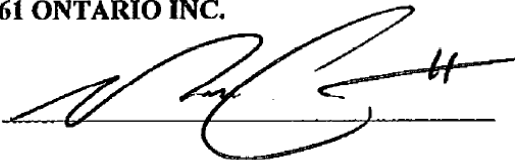
ORIGINAL TRADERS ENERGY LTD.

Per: 
Miles Hill
President

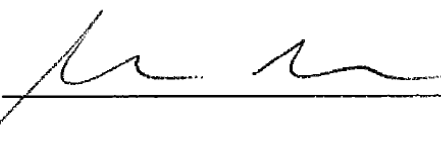
Limited Partners:

 WITNESS  MILES HILL

 WITNESS  SCOTT HILL
2584861 ONTARIO INC.

Per: 
2590086 ONTARIO LTD.

Per: 
IMA ENTERPRISES INC.

Per: 

SCHEDULE "A"

INITIAL CAPITAL CONTRIBUTIONS AND UNIT SUBSCRIPTIONS OF THE LIMITED PARTNERS

In accordance with Section 4.7 of this Agreement, the Limited Partners agree to contribute capital to and subscribe for Units of the Partnership as follows:

NAME OF LIMITED PARTNER	NUMBER OF UNITS	PERCENTAGE OF UNITS	CAPITAL CONTRIBUTION
Miles Hill	260,000	26%	\$260,000
Scott Hill	260,000	26%	\$260,000
2584861 Ontario Inc.	275,000	27.5%	\$275,000
2590086 Ontario Ltd.	185,000	18.5%	\$185,000
IMA Enterprises Inc.	20,000	2%	\$20,000

SCHEDULE "B"
LIMITED PARTNERSHIP REPORT

See attached.



Ministry of Government and
Consumer Services

Profile Report

ORIGINAL TRADERS ENERGY LP as of October 20, 2021

Act	Limited Partnerships Act
Type	Ontario Limited Partnership
Firm Name	ORIGINAL TRADERS ENERGY LP
Business Identification Number (BIN)	270936834
Declaration Status	Active
Declaration Date	August 30, 2017
Expiry Date	August 29, 2022
Principal Place of Business	1110 Brant Hwy 54, Unit 3, Caledonia, Ontario, Canada, N3W 2G9
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Government and Consumer Services.

Barbara Duckitt

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.



Invoice Date: Feb 28, 2020
Invoice No. 20BT0038-1
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: ACCOUNTS PAYABLE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This invoice is for the initial deposit for the above noted site.	250,000.00

SUBTOTAL	\$250,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$250,000.00

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

TORONTO OFFICE
91 Melford Drive
Scarborough ON M1B 2G6
Tel: 416-298-1144
Tel: 800-387-5287
Fax: 416-298-7485

WWW.CLAYBAR.CA

HAMILTON OFFICE
424 MacNab Street
Dundas, ON L9H 2L3
Tel: 905-627-8000
Tel: 866-801-9305
Fax: 905-628-3648



Invoice Date: Apr 2, 2020
Invoice No. 20BT0038-2
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: ACCOUNTS PAYABLE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This progress draw is for the Tank Installations at the above noted site	1,500,000.00
INVENTORY:	
Twenty-Two (22) ZCL P-100DW-100KL tanks, 100,000 Litre complete with sump, seven 4" fittings and one 6" fitting, 22" manway & vacuum in sump.	
Plus INSTALLATION/WELDING LABOUR	

SUBTOTAL	\$1,500,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$1,500,000.00

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

TORONTO OFFICE
91 Melford Drive
Scarborough ON M1B 2G6
Tel: 416-298-1144
Tel: 800-387-5287
Fax: 416-298-7485

WWW.CLAYBAR.CA

HAMILTON OFFICE
424 MacNab Street
Dundas, ON L9H 2L3
Tel: 905-627-8000
Tel: 866-801-9305
Fax: 905-628-3648



Complete Tank List:

TIC#	ULC#	SW / DW	Size	Order #	Invoice #	Date Invoiced	Date Shipped	Delivery Name	Address	City	Prov	Notes	SO#	Warehouse
Z006964	C444779 13	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022802	Mar 25, 2020	Mar 24, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006964 P-100DW-100KL	SO10026432	INV-101
Z006963	C444779 14	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022802	Mar 25, 2020	Mar 24, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006963 P-100DW-100KL	SO10026432	INV-101
Z006965	C444779 15	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022802	Mar 25, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006965 P-100DW-100KL	SO10026432	INV-101
Z006966	C444779 16	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022802	Mar 25, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006966 P-100DW-100KL	SO10026432	INV-101
Z006967	C444779 17	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022802	Mar 25, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006967 P-100DW-100KL	SO10026432	INV-101
Z006957	D262698 22	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022795	Mar 31, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006957 P100DW 100KL	SO10026295	INV-102
Z006958	D262698 25	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022795	Mar 31, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006958 P100DW 100KL	SO10026295	INV-102
Z006959	D262698 35	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022795	Mar 31, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006959 P100DW 100KL	SO10026295	INV-102
Z006960	D262698 47	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022795	Mar 31, 2020	Mar 25, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006960 P100DW 100KL	SO10026295	INV-102
Z006961	D262698 37	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022795	Mar 31, 2020	Mar 27, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006961 P100DW 100KL	SO10026295	INV-102
Z006962	D262698 43	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022795	Mar 31, 2020	Mar 27, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006962 P100DW 100KL	SO10026295	INV-102
Z006968	D262698 26	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006968 P100DW 100KL	SO10026295	INV-102
Z006970	D262698 29	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006970 P100DW 100KL	SO10026295	INV-102
Z006971	D262698 31	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006971 P100DW 100KL	SO10026295	INV-102
Z006969	D262698 32	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006969 P100DW 100KL	SO10026295	INV-102
Z006972	D262698 36	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006972 P100DW 100KL	SO10026295	INV-102
Z006973	D262698 38	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006973 P100DW 100KL	SO10026295	INV-102
Z006974	D262698 40	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006974 P100DW 100KL	SO10026295	INV-102
Z006977	D262698 45	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006977 P100DW 100KL	SO10026295	INV-102
Z006976	D262698 50	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006976 P100DW 100KL	SO10026295	INV-102
Z006978	D262698 51	DW	pt.DWL, 10R, 100K, 15R-14R	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006978 P100DW 100KL	SO10026295	INV-102
Z006975	D262698 53	DW	pt.DWL, 10R, 100K, 11R-11R-7r	3078201-00	SI1022818	Apr 7, 2020	Mar 31, 2020	Tyendinaga Bulk Plant / Claybar	180 Industrial Park Dr	Shannonville	ON	TIC# Z006975 P100DW 100KL	SO10026295	INV-102



Invoice Date: Apr 21, 2020
Invoice No. 20BT0038-3
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: ACCOUNTS PAYABLE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This progress draw is for the work completed to date at the above noted site.	200,000.00

SUBTOTAL	\$200,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$200,000.00

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

TORONTO OFFICE
91 Melford Drive
Scarborough ON M1B 2G6
Tel: 416-298-1144
Tel: 800-387-5287
Fax: 416-298-7485

WWW.CLAYBAR.CA

HAMILTON OFFICE
424 MacNab Street
Dundas, ON L9H 2L3
Tel: 905-627-8000
Tel: 866-801-9305
Fax: 905-628-3648



Invoice Date: May 29, 2020
Invoice No. 20BT0038-4
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
Progress Draw for Plant Construction	250,000.00

SUBTOTAL	\$250,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$250,000.00

REVIEWED BY: Brian de Nobriga

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H.S.T.: 864214291RT0001

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Invoice Date: May 29, 2020
Invoice No. 20BT0038-5
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
Cost to rough in for future Greenergy Load Station	350,000.00

SUBTOTAL	\$350,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$350,000.00

REVIEWED BY: Brian de Nobriga

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H.S.T.: 864214291RT0001

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Invoice Date: Jun 12, 2020
Invoice No. 20BT0038-6
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This progress draw is for the petroleum piping labour and supply: STAGE 2 - Pipe, Fittings, Accessories including Vent Lines, Crossover Lines, Ethanol Lines, Card Lock & Miscellaneous Additional OPW test boots, shear valve, swivel coupling & Manholes. HOS Flex connector, FEP Submersible Pump and APT Stabilizer bar	500,000.00

SUBTOTAL	\$500,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$500,000.00

REVIEWED BY: Brian de Nobriga

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H.S.T.: 864214291RT0001

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Additional Oil/Water Separator Tank:

TIC#s	ULC#s	SW/DW	Size	Order #	Invoice #	Date Invoiced	Date Shipped	Delivery Name	Address	City	Prov	Notes	SO#	Warehouse
Z007367	B323499 33	DW	prz.DWL, 6ft.F620.15K.OW	3078738-00	SI1022850	May 21, 2020	May 15, 2020	Tyendinaga Bulk Plant	180 Industrial Park Dr.	Shannonville (Tyendinaga)	ON	TIC# Z007367 Z60SW 15KL COA OWS	SO10026571	INV-102



Invoice Date: Jun 25, 2020
Invoice No. 20BT0038-7
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This progress draw is for the work completed to date at the above note site.	250,000.00

SUBTOTAL	\$250,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$250,000.00

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

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Tel: 905-627-8000
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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 PREM91	RED JACKET 0410763-004		14-May-20	NEE	
5 HP STP - NPM402 NORTH CBOB	RED JACKET 0410763-009	3855A	14-May-20	NEE	
5 HP STP - NPM404 - NORTH CBOB	RED JACKET 0410763-009	3856A	14-May-20	NEE	
5 HP STP - NPM406 - NORTH CBOB	RED JACKET 0410763-009	3857A	14-May-20	NEE	
5 HP STP - NPM408 - NORTH CBOB	RED JACKET 0410763-009	3858A	14-May-20	NEE	
5 HP STP - NPM410 - NORTH CBOB	RED JACKET 0410763-009	3859A	14-May-20	NEE	
5 HP STP - NPM412 - NORTH CBOB	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 PREM91	RED JACKET 0410763-004	3868A	24-May-20	NEE	
5 HP STP - SPM401 - SOUTH CBOB	RED JACKET 0410763-009	3869A	24-May-20	NEE	
5 HP STP - SPM403 - SOUTH CBOB	RED JACKET 0410763-009	3870A	24-May-20	NEE	
5 HP STP - SPM405 - SOUTH CBOB	RED JACKET 0410763-009	3871A	24-May-20	NEE	
5 HP STP - SPM407 - SOUTH CBOB	RED JACKET 0410763-009	3872A	24-May-20	NEE	
5 HP STP - SPM409 - SOUTH CBOB	RED JACKET 0410763-009	3873A	24-May-20	NEE	
5 HP STP - SPM411 - SOUTH CBOB	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	28-5-2020	NEE	see shop drawing
COMPLETE KIOSK BUILDING 8X12FT	N/A	N/A	28-5-2020	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 Multiload Controller	ML2-2MPNAWHN	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	



Invoice Date: Jul 29, 2020
Invoice No. 20BT0038-9
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This progress draw is for the partial payment on the Truck Loading Skid. As per spec, quote and drawing.	500,000.00

Remaining draw when labour complete.

SUBTOTAL	\$500,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$500,000.00

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

TORONTO OFFICE
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HAMILTON OFFICE
424 MacNab Street
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Tel: 905-627-8000
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Invoice Date: Aug 6, 2020
Invoice No. 20BT0038-10
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
Delivery of STPs and remaining equipment for blending skid.	250,000.00
Add one Thermal Relief for solenoid valves CO#3TR	
Ethanol Blending Pumps and Accessories	
Arm 1 Ratio Blend Conversion	

SUBTOTAL	\$250,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$250,000.00

REVIEWED BY: Brian de Nobriga

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H.S.T.: 864214291RT0001

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Invoice Date: Aug 18, 2020
Invoice No. 20BT0038-11
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This progress draw is for the work completed to date at the above noted site.	250,000.00

SUBTOTAL	\$250,000.00
HST TOTAL	\$0.00
TOTAL INVOICE	\$250,000.00

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

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Invoice Date: Sep 30, 2020
Invoice No. 20BT0038-12
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
This progress draw is for the work completed to date at the above noted site.	96,895.74

SUBTOTAL	\$96,895.74
HST TOTAL	\$0.00
TOTAL INVOICE	\$96,895.74

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

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Invoice Date: Apr 5, 2021
Invoice No. 20BT0038-13
Cust. Order No.
Our Job No. 20BT0038

TO: ORIGINAL TRADERS ENERGY LP
1110 HIGHWAY #54
CALEDONIA, ON N3W 2G9

ATTN: GLENN PAGE

**RE: Industrial Park Drive
Tyendinaga, ON**

Description	Amount
Back up Generator Installation	15,422.99
Mark-up 9%	1,388.07

SUBTOTAL	\$16,811.06
HST TOTAL	\$0.00
TOTAL INVOICE	\$16,811.06

REVIEWED BY: Brian de Nobriga

NOTE: All equipment and/or material supplied will remain the property of Claybar Contracting Inc. Until this invoice is paid in full. TERMS: Accounts due when rendered. 2% per month charged on overdue accounts.

H.S.T.: 864214291RT0001

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CONTRACT AGREEMENT

March 1st, 2020

This is a contract between Claybar Contracting Inc. (Claybar) and Original Traders Energy LP (OTE LP) with reference to work performed as per the scope of work outlined below.

Reference: OTE LP Blending Site (Tyendinaga)

Reference Drawings: To be provided before construction is to start

Phase 1 – Design

- Complete site survey of the existing site grading and property lines
- Design and complete drawings for new site grading and drainage
- Design and complete drawings for new office and maintenance building
- Design and complete drawings for new petroleum system on site
 - Including Federal submission and approvals
 - Including TSSA submission and approvals
- Design and complete drawings for new site electrical and controls on site

Phase 1 – New Bulk Plant

- Mobilize to site and fence in the work area. This contractor to also provide an onsite construction trailer for the duration of the work
- Complete and confirm that all public and private locates are in place for the property
- Strip the work area of all topsoil and organic material ranging from 3' to 1' in depth across the work area and stock pile as directed by Owner based on the test pitting completed
- Excavate, supply and install as show on the drawings provided the following tanks.
 - 12 – 100,000L (CBOB Tanks)
 - 2 – 100,000L (Ethanol Tanks)
 - 2 – 100,000L (Premium Tanks)
 - 4 – 100,000L (Clear Diesel Tanks)
 - 2 – 100,000L (Coloured Diesel Fuel Tanks)
- The tanks will include 48" sealed turbine enclosures for the 5HP pumps for the bulk plant and 48" sumps for the 2HP pumps required for the diesel at the card lock.
- During the excavation of the tanks the excess material from the hole will be used to change the grade in the new turning and parking area.
- We assume at this time that 24" of Crusher Run Limestone will be installed over the entire parking and turning area of the bulk plant

EAST OFFICE
91 Melford Drive
Scarborough ON M1B 2G6
P: 416-298-1144
P: 800-387-5287
F: 416-298-7485

www.claybar.ca

WEST OFFICE
424 MacNab Street
Dundas ON L9H 2L3
P: 905-627-5451
P: 800-263-0345
F: 905-628-3648

- Excavate and modify the existing entrances. Details to be proved on design drawings.
- Excavate supply and install one new coalescing oil water separate to service the new bulk plant. The new drainage plan show the plans for the new OWS and C/B's
- Supply and Install new modular building as per drawings for the main electrical and control rooms for the plant.
- Supply and Install one new kiosk at the entrance to the plant with control arms to OTE standards for security requirements
- Trench from the main electrical of the new office to the plant for new main electrical service.
- Trench for electrical and install new light poles and plug ins as per the drawings
- Trench at the tank area for the new electrical and discharge piping for the bulk plant
- Run new electrical from the kiosk for submersibles, sump sensing, tank leveling, and communication/controls.
- There are to be 5 loading positions at the bulk plant all designed for bottom loading
- All piping runs will be as per the drawings and as follows:
 - Run from the CBOB submersibles new 3" Flex Works to the loading header piping.
 - Run from the Ethanol tanks new 3" Flex Works into the header going into the ethanol loading skid.
 - Run from the Premium high-speed submersibles new 3" Flex Works piping to the loading header piping.
 - Run from the Coloured Diesel high-speed submersibles new 3" Flex Works piping to the loading header piping.
 - Run from the Clear Diesel high-speed submersibles new 3" Flex Works piping to the loading header piping.
 - Run new siphon lines as per drawings
- Supply and Install new OPW containment sumps as per drawings to make the transition to the loading headers
- Supply and Install new LC Rotary Meters one at each arm with communication back into the bulk plant controller in the drivers room of the kiosk
- Supply and Install 5 new OPW loading arms set for bottom loading
- Supply and install new (Scully) to alarm and shut down the loading pumps if truck hits high level as per code requirements
- Supply and install new 3" FRP vents.
- Supply and install new 5 gallon spill containers with overflow prevention valves for each fill point as shown on the drawings provided
- Supply and install one tank-level riser at each tank with caps and collars.
- Supply and install vapour riser with extractors where required
- Supply and install one vacuum switch for each tank to monitor the interstitial space as per code requirements
- Test all piping and connections to the tank.
- Supply and install one new Veeder Root 450 to monitor all the tanks and sumps as per code requirements
- Supply and Install new BULK Control System (by NEE) for the control and metering of the bulk plant operation
- Backfill all areas to grade and level.
- Backfill with pea stone around new piping.
- Form and Pour new truck loading apron as shown on the drawings with 32MPA concrete and reinforcement as required
- Form and Pour tank pad as shown on the drawings with 32MPA concrete and reinforcement as required

- Form and pour new cardlock as per drawings with 32MPA concrete and reinforcement as required
- Supply and Install new asphalt to meet code requirements
- Commission and Train as required
- *Others to supply the CCTV system with all wiring. Claybar to run conduits to canopy for CCTV system by others*

ALL OF THE ABOVE FOR \$ 4,800,000.00 (HST EXEMPT)

PLEASE NOTE:

- CCTV by others
- No soil disposal is included in this price
- The above is quoted under normal ground conditions. Extra for rock, water, quicksand, shoring and any underground services. The above is to be done in accordance with Ontario Hydro Specifications. Our firm is not associated with any environmental consultants.

ACCEPTED BY: Glenn Page - President

DATE: March 1st, 2020

PLEASE PRINT

SIGNATURE

Regards,

Claybar Contracting Inc.
Brian de Nobriga
905-627-8000 ext. 117

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Name/Nom
Lease/Crédit-Bail #

Equipment	Supplier	Invoice	Date of Invoice	CND Amount	Proof of Payment	Mode of Payment	Comments on PoP
Fuel Blending Equipment Project - Initial Deposit	Claybar Contracting Inc.	20BT0038-1	28-Feb-20	\$ 250,000.00	Yes	Cheque # 2025	Feb/28/2020
22 DW Tanks	Claybar Contracting Inc.	20BT0038-2	2-Apr-20	\$ 1,500,000.00	Yes	3 x EFT	July 13th, 14th & 15th
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-3	21-Apr-20	\$ 200,000.00	Yes	Direct Deposit	Apr/24/2020
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-4	29-May-20	\$ 250,000.00	Yes	Direct Deposit	May/29/2020
Rough in for future Greenenergy Load Station	Claybar Contracting Inc.	20BT0038-5	29-May-20	\$ 350,000.00	Yes	EFT	July/15/2020
Petroleum piping labour and supply	Claybar Contracting Inc.	20BT0038-6	12-Jun-20	\$ 500,000.00	Yes	EFT	June/23/2020
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-7	25-Jun-20	\$ 250,000.00	Yes	EFT	June/18/2020
Partial cost of Electrical Controls & Equipment	Claybar Contracting Inc.	20BT0038-8	30-Jun-20	\$ 500,000.00	Yes		July/23/2020
Partial payment - Truck Loading Skid	Claybar Contracting Inc.	20BT0038-9	29-Jul-20	\$ 500,000.00	Yes	EFT	Aug/04/2020
Various equipment for Fuel Blending Project	Claybar Contracting Inc.	20BT0038-10	6-Aug-20	\$ 250,000.00	Yes	EFT	Aug/07/2020
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-11	18-Aug-20	\$ 250,000.00	Yes	EFT	Sep/04/2020
Fuel Blending Equipment Project - Progress Draw	Claybar Contracting Inc.	20BT0038-12	30-Sep-20	\$ 96,895.74	Yes		Oct/09/2020
Back up Generator Installation	Claybar Contracting Inc.	20BT0038-13	5-Apr-21	\$ 16,811.06	Yes	EFT	Apr/22/2021
				\$ 4,913,706.80			



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

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

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

Address:
1110 HIGHWAY 54 SUITE 3
CALEDONIA, Ontario
N3W 2G9

Lessor and Lessee agree as follows:

1. Leasing of Equipment

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

2. Payment of Equipment Cost

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

3. Rental

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

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

4. Rent Payment

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

5. Ownership

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

6. Personal Property

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

7. License

- 7.1 Lessee agrees that Lessor:

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

8. Exclusion of Representations and Warranties

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

9. Maintenance and Use

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

10. Inspection

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

11. Insurance

- 11.1 As and from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
 - (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
 - i) includes Lessor (as owner) as an additional named insured, and
 - ii) includes a loss payable clause in favor of Lessor;
 - (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
 - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
 - ii) includes Lessor as an additional named insured, and
 - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

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

12. Taxes

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

13. Adverse Claims

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

14. Laws and Regulations

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

15. Alterations

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

16. Loss of Equipment

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

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

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

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

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

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

18. Events of Default

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

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

19. Lessor's Remedies on Default

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

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

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

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

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

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

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

20. Lessor's Option to Terminate

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

21. Option to Purchase

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

22. Remedying Defaults

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

23. Indemnification

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

24. Assignment of Warranties

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

25. Patent Infringement

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

26. Overdue Payment

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

27. Delivery at Termination

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

28. Notice

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

29. Third Parties

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

30. Corporate Waiver

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

31. Limitation of Civil Rights - Saskatchewan

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

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall

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

33. Records

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

34. Offset

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

35. Remedies Cumulative

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

36. Time

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

37. Entire Transaction

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

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

38. No Merger in Judgment

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

39. Further Assurances/Copy of Agreement

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

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

40. Applicable Law

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

41. Currency

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

42. Language

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

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

43. General

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

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

44. Electronic Communications

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

45. Financial Information

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


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

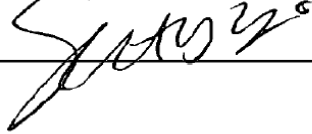
Royal Bank of Canada ("Lessor")

per 

Eugene Basolini
Head, Equipment Finance Solution Centre

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

per 

per 



Royal Bank of Canada
Master Lease Agreement

(Common Law)

Lessee No: 332644848

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

ROYAL BANK OF CANADA ("Lessor")

and

GEN7 FUEL MANAGEMENT SERVICES LP ("Lessee")

Address:

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

Address:

7263 INDIAN LINE RD
SCOTLAND, Ontario
N0E 1R0

Lessor and Lessee agree as follows:

1. Leasing of Equipment

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

2. Payment of Equipment Cost

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

3. Rental

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

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

4. Rent Payment

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

5. Ownership

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

6. Personal Property

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

7. License

- 7.1 Lessee agrees that Lessor:

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

8. Exclusion of Representations and Warranties

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

9. Maintenance and Use

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

10. Inspection

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

11. Insurance

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

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

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

12. Taxes

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

13. Adverse Claims

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

14. Laws and Regulations

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

15. Alterations

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

16. Loss of Equipment

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

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

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

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

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

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

18. Events of Default

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

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

19. Lessor's Remedies on Default

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

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

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

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

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

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

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

20. Lessor's Option to Terminate

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

21. Option to Purchase

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

22. Remedying Defaults

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

23. Indemnification

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

24. Assignment of Warranties

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

25. Patent Infringement

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

26. Overdue Payment

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

27. Delivery at Termination

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

28. Notice

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

29. Third Parties

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

30. Corporate Waiver

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

31. Limitation of Civil Rights - Saskatchewan

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

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall

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

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

44. Electronic Communications

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

45. Financial Information

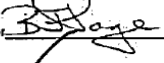
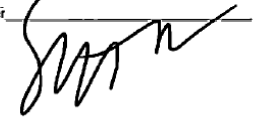
45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

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

Royal Bank of Canada ("Lessor")

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

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

per 
per 



Leasing Schedule

(Common Law)

Lessee # 332644848 Lease # 20100064059

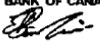
Royal Bank of Canada, as Lessor, hereby leases to GEN7 FUEL MANAGEMENT SERVICES LP as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of October 26, 2021

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	New 2020 INTERNATIONAL LT6256x4 Truck		3HSDZAPT1LN547181
2. Term	Term (in months)			48
	Commencement Date of Term			October 26, 2021
	Termination Date of Term			October 26, 2025
3. Rental	Rental Installment, payable Monthly, in advance			\$2,571.59
	GST/HST, if any			\$0.00
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			\$2,571.59
	Other Charges (plus applicable taxes)			\$625.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	October 25, 2025 Subject to ABC Addendum			\$27,922.50
5. Place of Use	7263 INDIAN LINE ROAD SCOTLAND Ontario N0E 1R0			
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 Lessor'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, set-offs, abatement and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

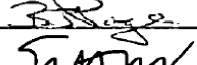
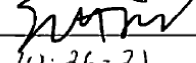
The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust,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

GEN7 FUEL MANAGEMENT SERVICES LP By General partner
2498750 ONTARIO INC.

per 
per 
date 10.26.21



Rental Statement

GEN7 FUEL MANAGEMENT SERVICES LP
 7263 INDIAN LINE RD
 SCOTLAND, Ontario
 N0E 1R0

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


Lease Number	Net Equipment Cost	Rental Factor
332644848 - 201000064059	\$139,612.50	0.01842
RENTAL		\$2,571.59
GST/HST *		\$0.00
PST/QST *		\$0.00
SUB TOTAL		<u>\$2,571.59</u>
ADMINISTRATION FEE		\$825.00
GST/HST *		\$0.00
PST/QST *		\$0.00
SUB TOTAL		<u>\$825.00</u>
TOTAL DUE ON October 26, 2021 (to be debited from your account)		<u>\$3,396.59</u>

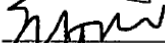
*Taxes are calculated based on equipment location

This is the only notice of payment that will be sent to you. Your subsequent payments of \$2,571.59 will be debited from your account on the 26th of each month starting November 26, 2021 unless alternative arrangements are made with the bank.

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

GEN7 FUEL MANAGEMENT SERVICES LP By General partner 2496750 ONTARIO INC.

Per: 
 (authorized signatory and title)

Per: 
 (authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019
 © Registered trademark of Royal Bank of Canada.



ABC Addendum
(Master Lease – S)

This addendum is attached to and forms part of Leasing Schedule # 332644848-20100064059 between GEN7 FUEL MANAGEMENT SERVICES LP (Lessee) and Royal Bank of Canada (Lessor).

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

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

- (a) Purchase the Equipment on October 25, 2025 for a Purchase Price of \$27,922.50 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 25, 2025 for a Purchase Price of \$27,922.50, 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

**GEN7 FUEL MANAGEMENT SERVICES LP By
General partner 2496750 ONTARIO INC.**

By: 

(authorized signature & title)

By: 

(authorized signature & title)



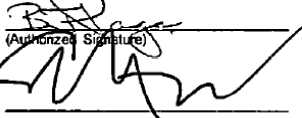
Down Payment/Walver Letter

The undersigned hereby acknowledges that the down payment, deposit or trade represented on Carrier Truck Centers Inc. O/A Carrier Centers Invoice # DE-02905 dated 15/10/2021 was made by us on behalf of company and that the undersigned will not claim an equity position, real or implied, in the equipment more particularly described in the Lease # 332644848-201000064059 as a result of the said down payment or deposit.

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 this letter 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 this Tuesday 26th day of October, 2021

GEN7 FUEL MANAGEMENT SERVICES LP By General partner 2496750 ONTARIO INC.


(Authorized Signature)

(Authorized Signature)

DIRECTION TO PAY

To: **Royal Bank of Canada**
5575 North Service Road, 3rd Floor
Burlington, Ontario
L7L 6M1

RE: Lease Agreement Lessee Number 332644848 Lease Number 20100064059 between GEN7 FUEL MANAGEMENT SERVICES LP, as Lessee; and Royal Bank of Canada, as Lender.

The undersigned hereby irrevocably authorizes and directs you to pay the lease proceeds in respect of the above described agreement as follows and this shall be your good, sufficient and irrevocable authority for so doing:

Supplier:

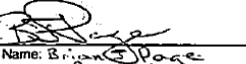
Carrier Truck Centers Inc. O/A \$163,900.00 + Admin Fee: \$250.00
Carrier Centers Invoice # DE-02905 A/C Tax: \$100.00
dated 10/15/2021
H.S.T \$21,352.50

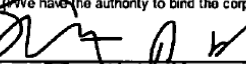
TOTAL \$185,602.50

We will deduct \$24,637.50 down payment from client RBC account 003-01144-1008705 and pay off the supplier 185,602.50 + HST.
As client already paid the \$1,000.00 Deposit as per invoice Carrier Truck Centers Inc. O/A Carrier Centers Invoice # DE-02905 dated 10/15/2021, we will deduct \$23,637.50 and pay the total cost and plus the total HST to supplier.
Total amount \$184,602.50 will be paid to supplier after the deduction from client account.

Dated the October 26, 2021

GEN7 FUEL MANAGEMENT SERVICES LP
By General partner 2496750 ONTARIO INC.

By: 
Name: Brian D. Page
Title: Vice President
(We have the authority to bind the corporation)

By: 
Name: Scott Hill
Title: Owner
(We have the authority to bind the corporation)



**Corporate Payments Service Agreement
(Lease Agreement)**

CUSTOMER NAME: GEN7 FUEL MANAGEMENT SERVICES LP
 ADDRESS: 7283 INDIAN LINE RD
 CITY: SCOTLAND PROVINCE: Ontario POSTAL CODE: NOE 1R0

The purpose of the Corporate Payment Service Agreement between GEN7 FUEL MANAGEMENT SERVICES LP ("Lessee") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Lessee to Royal Bank as payee under the following terms and conditions:

The Lessee hereby authorizes Royal Bank to draw on the Lessee's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 332644848 - 201000064059 ("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 26, 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 1008705

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

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

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


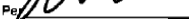
Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative.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

Dated the 26th day of October, 2021

ROYAL BANK OF CANADA

Per: 
 Eugene Basoliti
 Head, Equipment Finance Solution Centre

GEN7 FUEL MANAGEMENT SERVICES LP By General partner 2496750 ONTARIO INC.

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)
332644848	201000064059	\$2,571.59	\$0.00	\$0.00	\$2,571.59

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



Vehicle Invoice

Carrier Truck Center Inc.

6 Edmondson Street
Brantford, ON N3T 5N3
(519) 752-5431

Date: 10/15/2021
Invoice#: DE-02905
Type: Finance
Salesperson: Martin Fry

Bill To: 8403
ROYAL BANK OF CANADA
300-5575 NORTH SERVICE ROAD
BURLINGTON, ON L7L 6M1

Ship To:
GEN7 FUEL MANAGEMENT SERVICES LP
7263 INDIAN LINE ROAD
SCOTLAND, ON N0E 1R0

N18406

Stock#: N18406	VIN:3HSDZAPT1LN547181	New 2020 INTERNATIONAL LT625 6x4	Price:	\$163,900.00
			Total Price:	\$163,900.00
			Admin Fee:	\$250.00
			A/C Tax:	\$100.00
			H.S.T.:	\$21,352.50
			Total:	<u>\$185,602.50</u>
			Total Deposit	<u>-\$1,000.00</u>
			Amount To Finance:	\$184,602.50

HST Number: R100625813
Remit To:
Carrier Truck Center Inc.
O/A Carrier Centers
6 Edmondson Street
Brantford, ON N3R 7J3

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

_____	10/15/2021	_____
Purchaser's Signature	Date	Sales Representative

		Manager



Leasing Schedule

(Common Law)

Lessee # 332644848 Lease # 201000068454


Royal Bank of Canada, as Lessor, hereby leases to OTE LOGISTICS LP 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 April 4, 2022

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	3	2023 Volvo Truck	VNR64T 300	4V4WC9EHXP305401 4V4WC9EH5PN305452 4V4WC9EH7PN305453
2. Term	Term (in months)			60
	Commencement Date of Term			June 22, 2022
	Termination Date of Term			June 22, 2027
3. Rental	Rental Installment, payable Monthly, in advance			\$8,681.50
	GST/HST, if any			\$0.00
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			\$8,681.50
	Other Charges (plus applicable taxes)			\$785.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	June 21, 2027 Subject to ABC Addendum			\$138,541.87
5. Place of Use	1110 Brant Hwy 54 7263 Caledonia, Ontario N3W2G9			
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.			

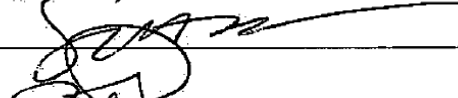

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust,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

OTE LOGISTICS LP By General partner 2496750
ONTARIO INC.

per 
per 
date 6-27-22



Rental Statement

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

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

Lease Number	Net Equipment Cost	Rental Factor
332644848 - 201000068454	\$554,167.50	0.01567
RENTAL		\$8,681.50
GST/HST *		\$0.00
PST/QST*		\$0.00
SUB TOTAL		\$8,681.50
ADMINISTRATION FEE		\$785.00
GST/HST *		\$0.00
PST/QST*		\$0.00
SUB TOTAL		\$887.05
TOTAL DUE ON June 22, 2022 (to be debited from your account)		\$9,466.50

**Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$8,681.50** will be debited from your account on the **22nd** of each month starting **July 22, 2022** unless alternative arrangements are made with the bank.

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

OTE LOGISTICS LP By General partner 2496750 ONTARIO INC.

Per: 
(authorized signatory and title)

Per: 
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001



This addendum is attached to and forms part of Leasing Schedule # 332644848-201000068454 between OTE LOGISTICS LP (Lessee) and Royal Bank of Canada (Lessor).

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

“Provided that the Leasing Schedule is in force and effect, and no Event of Default has occurred which has not been cured prior to the Purchase Option Date, the Lessee shall by 30 days prior written notice delivered to the Lessor, elect one of the following options:

- (a) Purchase the Equipment on June 21, 2027 for a Purchase Price of \$138,541.87 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 June 21, 2027 for a Purchase Price of \$138,541.87, 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

**OTE LOGISTICS LP By General partner 2496750
ONTARIO INC.**

By:
(authorized signature & title)

By:
(authorized signature & title)



Corporate Payments Service Agreement (Lease Agreement)

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

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

The Payor hereby authorises Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 332644848 - 201000068454 ("Lease") between Payor 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 June 22, 2022. The Payor 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 Payor's Financial Institution	RBC
Transit Number of Financial Institution and Branch	01144 003
Account Number	1008705

The Payor 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 Payor and are empowered to enter into this Agreement.

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

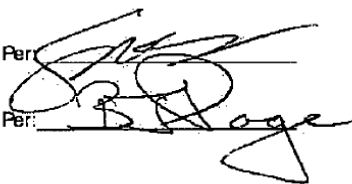
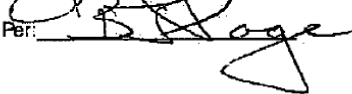
Any information, disclosure, request, instruction, signature, acceptance, agreement, document, instrument or other communication sent, received or accepted by or on behalf of Payor by way of any telecommunication or electronic transmission method, including computer, internet, telephone, e-mail or facsimile,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

Dated the 27th day of June, 2022

ROYAL BANK OF CANADA

OTE LOGISTICS LP By General partner 2496750
ONTARIO INC.

Per: 
Eugene Basolini
Head, Equipment Finance Solution Centre

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)
332644848	201000068454	\$8,681.50	\$0.00	\$0.00	\$8,681.50

Goods & Services Tax No: 105 248 165

Revision (06/2022)

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SHEEHAN'S TRUCK CENTRE INC.

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 Fax (905) 632-4557
 Toll Free 1-800.254.2859

4320 Harvester Rd.
 Burlington, Ontario
 L7L 5S4
 www.heavytruck.com



H.S.T. R104826433

BILL OF SALE

CONDITIONS ON BACK
 FORM PART OF THIS DOCUMENT

MONTH	DAY	YEAR
06	9	2022

Purchaser Royal Bank of Canada		ADDRESS 5575 North Service Rd		APT. NO. 300
City Burlington	Prov. ON	POSTAL CODE L7L 6M1	RES. PHONE	OCCUPATION
Employee Brian Page 204-229-2193			ADDRESS	BUS PHONE 519-512-2245

If new vehicle is sold herein the prices shown in this section are the manufacturers suggested retail prices of basic vehicle and optional extras.		I HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER THE FOLLOWING VEHICLE ON THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING THE CONDITIONS ON THE BACK HEREOF.									
YEAR	<input checked="" type="checkbox"/>	YEAR	2023	MAKE	Volvo	MODEL NAME	VNR64T	MODEL NO.	300	COLOR	White
OPT.		OPTIONAL EQUIP.		LIST PRICE		TRIM		TOP		SERIAL NO.	4V4WC9EHXPN305401
		BASIC VEHICLE				IF MANUFACTURER WARRANTY APPLICABLE MEASURED FROM		TIME IS		DATE OF SALE	06/09/2022
1		2023 VNR300		\$165,000.00						PURCHASER'S INITIALS	KM

Heavy Spec Day cabs	<i>initial</i>	A REPLACEMENT MOTOR VEHICLE TRANSFER PERMIT TRANSFER CANNOT BE OBTAINED WITHOUT A SAFETY STANDARDS CERTIFICATE PURSUANT TO THE HIGHWAY TRAFFIC ACT	THE VEHICLE HEREIN WILL BE DELIVERED WITH AN UNFIT VEHICLE PERMIT AND THE PURCHASER IS RESPONSIBLE FOR REMOVING THE VEHICLE AND FOR TRANSFERRING THE UNFIT MOTOR VEHICLE PERMIT AT HIS OWN COST	THE VEHICLE HEREIN WILL BE DELIVERED AT THE PRICE HEREIN STATED WITH A SAFETY STANDARD CERTIFICATE	WARRANTY NO. YES <input type="checkbox"/>
@ \$165,000 ea		CUSTOMER INFORMATION		TERMS OF SETTLEMENT	

4 total pcs of Catwalk	incl.	NAME OF INSURANCE COMPANY		TOTAL SALE PRICE	184,283.00
Lift Axle Switch	incl.	POLICY NO.	EXPIRY DATE	FREIGHT	
		NAME OF AGENT	TELEPHONE NO.	FEDERAL AIR CONDITION TAX	100.00
		DRIVERS LICENSE NO.	EXPIRY DATE	Taxable Option	

Material Surcharge	\$3,150.00	REMARKS-DATE VEHICLE DELIVERED		PROVINCIAL GAS CONSUMPTION TAX	
		CUSTOMER IS RESPONSIBLE TO RETORQUE ALL WHEEL LUG NUTS WITHIN 100KM OF VEHICLE DELIVERY	INITIALS	ADMINISTRATION FEE	125.00
Install Moose Bumper	\$4,650.00	ANY FINANCE INFORMATION IS PROVIDED IN ACCORDANCE WITH THE CONSUMER PROTECTION ACT R.S.O.			

Extended Warranty	<i>initial</i>	TRADE-IN DESCRIPTION & LIEN DISCLOSURE		SUB-TOTAL	184,508.00
5yr/805,000 KM's	\$11,483.00	HAS VEHICLE OWNERSHIP EVER BEEN BRANDED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	TRADE IN ALLOWANCE	
Engine Plan 2	incl.	H.S.T. REGISTRANT NO.	H.S.T. REGISTRANT	H.S.T. ON TRADE IN	0.00
EATS	incl.	YEAR	MAKE	NET DIFFERENCE	184,508.00
		LICENS E NO.	YR. OF ISSUE	HST	N/A <input type="checkbox"/> 23,986.04

Ship To		CERTIFIED DISTANCE TRAVELLED		KM or Mi	KM	CUSTOMER INITIAL	LICENSE FEE	75.00
OTE Logistics LP		SERIAL					PROVINCIAL TIRE FEE	139.50
A-110 Highway 54		NET AMOUNT OF LIEN	OWED TO				PAYOUT LIEN ON TRADE-IN	
Caledonia, Ont		LAST REGISTERED					H.S.T. CREDIT ON TRADE IN	0.00
		OWNER SIGNATURE					BALANCE DUE	208,708.54

TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE	184,283.00	CONDITIONS OF SALE		DEPOSIT	CHEQ <input type="checkbox"/> C.C. <input type="checkbox"/> CASH <input type="checkbox"/>	\$1,000.00
TOTAL	184,283.00	1 ODOMETER READING: The dealer does not warrant or guarantee the Odometer reading of any used motor vehicle sold herein and makes only such disclosure as is required under the Motor Vehicle Dealers Act and regulations thereunder.		BALANCE FINANCED SUBJECT TO APPROVAL		
PRE-DELIVERY EXPENSE		2. ACKNOWLEDGEMENT OF CONDITIONS: The purchaser acknowledges having read the conditions printed on the reverse side hereof and		LIFE INSURANCE (IF REQUESTED)		
		(Continued on back ---->)		DISABILITY INS. (IF REQUESTED)		
		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER		REGISTRATION FEE (IF NECESSARY)		
TOTAL SALE PRICE	184,283.00	The vendor warrants that the pollution control equipment on the vehicle sold is intact and operative.		NET AMOUNT TO BE FINANCED		

I HEREBY AGREE THAT NO VERBAL PROMISES OR CONDITIONS HAVE BEEN MADE TO ME OTHER THAN WHAT IS WRITTEN ON THIS CONTRACT.		The said purchase to be for the price as hereinafter set forth and shall include the transfer of my used vehicle if any, as described above, which said used vehicle I warrant all encumbrances, and is not known to have suffered any previous accident damage except as herein disclosed.		to you to be free of	
I ALSO UNDERSTAND THAT THE BALANCE DUE ON DELIVERY IS PAYABLE IN CASH OR BY DEPOSIT FLUIDS ONLY.		The undersigned purchaser warrants all information supplied herein to be true and that pollution control equipment on the vehicle traded in is intact and operative.		TOTAL BALANCE DUE	
PURCHASER'S SIGNATURE <i>X sign [Signature]</i>		VENDOR'S ACCEPTANCE D3112974		\$207,708.54	
DATE D3112974		ACCEPTOR'S REG. NO.		AMOUNT OF PAYMENTS	
NAME OF OFFICIAL		PURCHASER'S SIGNATURE <i>X sign [Signature]</i>		NO. OF PAYMENTS	
SIGNATURE		CO-SIGNER (IF ANY)		PAYMENTS START ON	
				CREDIT APPROVAL	
				REGISTRATION NO.	
				SALESMAN'S NAME David Frasson	
				SALESMAN'S SIGNATURE	

CONDITIONS (Continued)

agrees that the same are hereby incorporated by reference and shall constitute part of this agreement as fully as if printed on the face of the agreement and above



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H.S.T. R104826433

BILL OF SALE

CONDITIONS ON BACK
 FORM PART OF THIS DOCUMENT

MONTH	DAY	YEAR
		06/9/2022

Purchaser	Royal Bank Of Canada	ADDRESS	5575 North Service Rd	APT. NO.	300
City	Burlington	Prov.	ON	POSTAL CODE	L7L 6M1
RES. PHONE		OCCUPATION			
Employer	Brian Page 204-229-2193	ADDRESS		BUS. PHONE	519-512-2245

IF NEW VEHICLE IS SOLD HEREIN THE PRICES SHOWN IN THIS SECTION ARE THE MANUFACTURER'S SUGGESTED RETAIL PRICES OF BASIC VEHICLE AND OPTIONAL EXTRAS.		I HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER THE FOLLOWING VEHICLE ON THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING THE CONDITIONS ON THE BACK HEREOF.	
NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>	YEAR	2023
MAKE	Volvo	MODEL NAME	VNR64T
MODEL NO.	300	COLOR	White
TRIM	TOP	SERIAL NO.	4V4WC9EH5PN305452
STOCK NO.	1-20-493	STOCK NO.	1-20-493
IF MANUFACTURER WARRANTY APPLICABLE MEASURED FROM	TIME IS	DATE VEHICLE TRAVELLED	
1	2023 VNR300	\$165,000.00	

A REPLACEMENT MOTOR VEHICLE TRANSFER PERMIT TRANSFER CANNOT BE OBTAINED WITHOUT A SAFETY STANDARDS CERTIFICATE PURSUANT TO THE HIGHWAY TRAFFIC ACT	THE VEHICLE HEREIN WILL BE DELIVERED WITH AN "INITI" VEHICLE PERMIT AND THE PURCHASER IS RESPONSIBLE FOR REMOVING THE VEHICLE AND FOR TRANSFERRING THE "INITI" MOTOR VEHICLE PERMIT AT HIS OWN COST	THE VEHICLE HEREIN WILL BE DELIVERED AT THE PRICE HEREIN STATED WITH A SAFETY STANDARD CERTIFICATE
@ \$165,000 ea	CUSTOMER INFORMATION	
4 total pcs of Catwalk incl.	TERMS OF SETTLEMENT	
Lift Axle Switch incl.	NAME OF INSURANCE COMPANY	TOTAL SALE PRICE
Material Surcharge \$3,150.00	POLICY NO.	184,283.00
Install Moose Bumper \$4,650.00	EXPIRY DATE	FREIGHT
	NAME OF AGENT	FEDERAL AIR CONDITION TAX
	TELEPHONE NO.	100.00
	DRIVERS LICENSE NO.	Taxable Option
	EXPIRY DATE	PROVINCIAL GAS CONSUMPTION TAX
	REMARKS-DATE VEHICLE DELIVERED	ADMINISTRATION FEE
	CUSTOMER IS RESPONSIBLE TO RETORQUE ALL WHEEL LUG NUTS WITHIN 100KM OF VEHICLE DELIVERY	125.00
	INITIALS	
	ANY FINANCE INFORMATION IS PROVIDED IN ACCORDANCE WITH THE CONSUMER PROTECTION ACT R.S.O.	

Extended Warranty 5yr/805,000 KM's \$11,483.00	TRADE-IN DESCRIPTION & LIEN DISCLOSURE		SUB-TOTAL
Engine Plan 2 incl.	HAS VEHICLE OWNERSHIP EVER BEEN BRANDED	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	184,508.00
EATS incl.	H.S.T. REGISTRANT NO.	H.S.T. REGISTRANT	TRADE IN ALLOWANCE
Ship To OTE Logistics LP A-110 Highway 54 Caledonia, Ont	H.S.T. ON TRADE IN	0.00	NET DIFFERENCE
	YEAR	MAKE	184,508.00
	LICENS E NO.	YR. OF ISSUE	HST N/A <input type="checkbox"/>
	CERTIFIED DISTANCE TRAVELLED	KM or Mi	NON-TAXABLE OPTION
	SERIAL	KM	LICENSE FEE
	NET AMOUNT OF LIEN	OWED TO	75.00
	LAST REGISTERED	OWNER SIGNATURE	PROVINCIAL TIRE FEE
	139.50		PAYOUT LIEN ON TRADE-IN
	H.S.T. CREDIT ON TRADE IN		0.00
	BALANCE DUE		208,708.54

TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE	184,283.00	CONDITIONS OF SALE		DEPOSIT	1,000.00
TOTAL	184,283.00	1 ODOMETER READING: The dealer does not warrant or guarantee the Odometer reading of any used motor vehicle sold herein and makes only such disclosure as is required under the Motor Vehicle Dealers Act and regulations thereunder.		CASH	
PRE-DELIVERY EXPENSE		2. ACKNOWLEDGEMENT OF CONDITIONS: The purchaser acknowledges having read the conditions printed on the reverse side hereof and		BALANCE FINANCED SUBJECT TO APPROVAL	
TOTAL SALE PRICE	184,283.00	THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER		LIFE INSURANCE (IF REQUESTED)	
		The vendor warrants that the pollution control equipment on the vehicle sold is intact and operative.		DISABILITY INS. (IF REQUESTED)	
		The said purchase to be for the price as hereinafter set forth and shall include the transfer of my used vehicle if any, as described above, which said used vehicle I warrant all encumbrances, and is not known to have suffered any previous accident damage except as herein disclosed.		REGISTRATION FEE (IF NECESSARY)	
		The undersigned purchaser warrants all information supplied herein to be true and that a pollution control equipment on the vehicle traded in is intact and operative.		NET AMOUNT TO BE FINANCED	
		I HEREBY AGREE THAT NO VERBAL PROMISES OR CONDITIONS HAVE BEEN MADE TO ME OTHER THAN WHAT IS WRITTEN ON THIS CONTRACT.		COST OF BORROWING	
		I ALSO UNDERSTAND THAT THE BALANCE DUE ON DELIVERY IS PAID BY CREDITED FUNDS ONLY.		TOTAL BALANCE DUE	\$207,708.54

PURCHASER'S SIGNATURE X SIGN <i>B. Page</i>	VENDOR'S ACCEPTANCE DATE D3112974	PURCHASER'S SIGNATURE CO-SIGNER (IF ANY)	SALESMAN'S NAME David Frasson
NAME OF OFFICIAL	ACCEPTOR'S REG. NO.	TITLE	SALESMAN'S SIGNATURE

CONDITIONS (Continued)

agrees that the same are hereby incorporated by reference and shall constitute part of this agreement as fully as if printed on the face of the agreement and above



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H.S.T. R104826433

BILL OF SALE

CONDITIONS ON BACK
FORM PART OF THIS DOCUMENT

MONTH	DAY	YEAR
06	9	2022

Purchaser Royal Bank of Canada	ADDRESS 5575 North Service Rd	APT. NO. 300
City Burlington	PROV. ON	POSTAL CODE L7L 6M1
RES. PHONE	OCCUPATION	
Employer Brian Page 204-229-2193	ADDRESS	BUS PHONE 519-512-2245

IF NEW VEHICLE IS SOLD HEREIN THE PRICES SHOWN IN THIS SECTION ARE THE MANUFACTURER'S SUGGESTED RETAIL PRICES OF BASIC VEHICLE AND OPTIONAL EQUIPMENT.		I HEREBY OFFER TO PURCHASE FROM THE ABOVE DEALER THE FOLLOWING VEHICLE ON THE TERMS AND CONDITIONS HEREIN SET FORTH INCLUDING THE CONDITIONS ON THE BACK HEREOF.	
NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>	YEAR 2023	MAKE Volvo
MODEL NAME VNR64T	MODEL NO. 300	COLOR White	
OPT.	OPTIONAL EQUIP.	LIST PRICE	
	BASIC VEHICLE		
1	2023 VNR300	\$165,000.00	
	Heavy Spec Day cabs		
	per attached spec		
	@ \$165,000 ea		
	4 total pcs of Catwalk	incl.	
	Lift Axle Switch	incl.	
	Material Surcharge	\$3,150.00	
	Install Moose Bumper	\$4,650.00	
	Extended Warranty		
	5yr/805,000 KM's	\$11,483.00	
	Engine Plan 2	incl.	
	EATS	incl.	
	Ship To		
	OTE Logistics LP		
	A-110 Highway 54		
	Caledonia, Ont		

IF MANUFACTURER WARRANTY APPLICABLE MEASURED FROM		TIME(S)	DATE(S) (MAY) (YR)
A REPLACEMENT MOTOR VEHICLE TRANSFER PERMIT TRANSFER CANNOT BE OBTAINED WITHOUT A SAFETY STANDARDS CERTIFICATE PURSUANT TO THE HIGHWAY TRAFFIC ACT		THE VEHICLE HEREIN WILL BE DELIVERED WITH AN UNFIT VEHICLE PERMIT AND THE PURCHASER IS RESPONSIBLE FOR REMOVING THE VEHICLE AND FOR TRANSFERRING THE UNFIT MOTOR VEHICLE PERMIT AT HIS OWN COST	
THE VEHICLE HEREIN WILL BE DELIVERED AT THE PRICE HEREIN STATED WITH A SAFETY STANDARD CERTIFICATE		PURCHASER'S INITIALS initial	

CUSTOMER INFORMATION		TERMS OF SETTLEMENT	
NAME OF INSURANCE COMPANY	POLICY NO.	TOTAL SALE PRICE	184,283.00
NAME OF AGENT	TELEPHONE NO.	FREIGHT	
DRIVER'S LICENSE NO.	EXPIRY DATE	FEDERAL AIR CONDITION TAX	100.00
REMARKS-DATE VEHICLE DELIVERED		Taxable Option	
CUSTOMER IS RESPONSIBLE TO RETORQUE ALL WHEEL LUG NUTS WITHIN 100KM OF VEHICLE DELIVERY		PROVINCIAL GAS CONSUMPTION TAX	
INITIALS		ADMINISTRATION FEE	125.00
ANY FINANCE INFORMATION IS PROVIDED IN ACCORDANCE WITH THE CONSUMER PROTECTION ACT R.S.O.			
TRADE-IN DESCRIPTION & LIEN DISCLOSURE		SUB-TOTAL	184,508.00
HAS VEHICLE OWNERSHIP EVER BEEN BRANDED		TRADE-IN ALLOWANCE	
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		NET DIFFERENCE	184,508.00
H.S.T. REGISTRANT NO.	H.S.T. REGISTRANT	H.S.T. ON TRADE IN	0.00
YEAR	MAKE	HST	N/A <input type="checkbox"/>
LICENS E NO.	YR. OF ISSUE	ENGINE NO.	NON-TAXABLE OPTION
CERTIFIED DISTANCE TRAVELLED	KM or MI	KM	LICENSE FEE
SERIAL	CUSTOMER INITIAL	PROVINCIAL TIRE FEE	139.50
NET AMOUNT OF LIEN	OWED TO	PAYOUT LIEN ON TRADE-IN	
LAST REGISTERED	OWNER SIGNATURE	H.S.T. CREDIT ON TRADE IN	0.00
		BALANCE DUE	208,708.54

TOTAL MANUFACTURER'S SUGGESTED RETAIL PRICE	184,283.00	CONDITIONS OF SALE		DEPOSIT	CHEQ/C.C.	CASH	\$1,000.00
TOTAL	184,283.00	1 ODOMETER READING: The dealer does not warrant or guarantee the Odometer reading of any used motor vehicle sold herein and makes only such disclosure as is required under the Motor Vehicle Dealers Act and regulations thereunder.		BALANCE FINANCED SUBJECT TO APPROVAL			
PRE-DELIVERY EXPENSE		2. ACKNOWLEDGEMENT OF CONDITIONS. The purchaser acknowledges having read the conditions printed on the reverse side hereof and		LIFE INSURANCE (IF REQUESTED)			
		(Continued on back ---->)		DISABILITY INS. (IF REQUESTED)			
		THIS ORDER IS NOT BINDING UNLESS ACCEPTED BY AN AUTHORIZED OFFICIAL OF THE DEALER		REGISTRATION FEE (IF NECESSARY)			
TOTAL SALE PRICE	184,283.00	The vendor warrants that the pollution control equipment on the vehicle sold is intact and operative.		NET AMOUNT TO BE FINANCED			

I HEREBY AGREE THAT NO VERBAL PROMISES OR CONDITIONS HAVE BEEN MADE TO ME OTHER THAN WHAT IS WRITTEN ON THIS CONTRACT.		The said purchase to be for the price as hereinafter set forth and shall include the transfer of my used vehicle if any, as described above, which said used vehicle I warrant all encumbrances, and is not known to have suffered any previous accident damage except as herein disclosed.		to you to be free of	
I ALSO UNDERSTAND THAT THE BALANCE DUE ON DELIVERY IS PAYABLE IN CASH OR FUNDS ONLY.		The undersigned purchaser warrants all information supplied herein to be true and that a pollution control equipment on the vehicle traded in is intact and operative.		COST OF BORROWING %	
PURCHASER'S SIGNATURE	VENDOR'S ACCEPTANCE	PURCHASER'S SIGNATURE	CO-SIGNER (IF ANY)	TOTAL BALANCE DUE	\$207,708.54
DATE	D3112974			AMOUNT OF PAYMENTS	NO. OF PAYMENTS
NAME OF OFFICIAL	ACCEPTOR'S REG. NO.			PAYMENTS START ON	CREDIT APPROVAL
SIGNATURE	TITLE			REGISTRATION NO.	
				SALESMAN'S NAME	David Frasson
				SALESMAN'S SIGNATURE	

CONDITIONS (Continued)

agrees that the same are hereby incorporated by reference and shall constitute part of this agreement as fully as if printed on the face of the agreement and above



Pkg #1
Royal Bank of Canada
Master Lease Agreement

(Common Law)

Lessee No: 332644848

This Master Lease Agreement (the "Master Lease Agreement") made as of the 4th day of April, 2022 between

ROYAL BANK OF CANADA ("Lessor")

and

OTE LOGISTICS LP ("Lessee")

Address:

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

Address:

7263 INDIAN LINE RD
SCOTLAND, Ontario
N0E 1R0

Lessor and Lessee agree as follows:

1. Leasing of Equipment

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

2. Payment of Equipment Cost

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

3. Rental

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

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

4. Rent Payment

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

5. Ownership

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

6. Personal Property

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

7. License

- 7.1 Lessee agrees that Lessor:

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

8. Exclusion of Representations and Warranties

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

9. Maintenance and Use

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

10. Inspection

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

11. Insurance

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

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

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

12. Taxes

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

13. Adverse Claims

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

14. Laws and Regulations

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

15. Alterations

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

16. Loss of Equipment

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

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

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

17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

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

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

18. Events of Default

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

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

19. Lessor's Remedies on Default

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

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

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

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

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

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

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

20. Lessor's Option to Terminate

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

21. Option to Purchase

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

22. Remedying Defaults

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

23. Indemnification

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

24. Assignment of Warranties

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

25. Patent Infringement

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

26. Overdue Payment

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

27. Delivery at Termination

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

28. Notice

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

29. Third Parties

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

30. Corporate Waiver

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

31. Limitation of Civil Rights - Saskatchewan

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

32. Successors and Assigns

- 32.1 This Lease Agreement and each Leasing Schedule shall

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

33. Records

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

34. Offset

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

35. Remedies Cumulative

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

36. Time

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

37. Entire Transaction

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

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

38. No Merger in Judgment

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

39. Further Assurances/Copy of Agreement

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

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

40. Applicable Law

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

41. Currency

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

42. Language

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

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

43. General

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

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

44. Electronic Communications

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

45. Financial Information

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


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

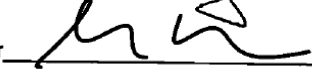
Royal Bank of Canada ("Lessor")

per 

Eugene Basolini
Head, Equipment Finance Solution Centre

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

per 

per 



Leasing Schedule

(Common Law)

Lessee # 332644848 Lease # 20100066682

Royal Bank of Canada, as Lessor, hereby leases to OTE LOGISTICS LP 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 March 31, 2022


1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	2022 Western Star Truck	4700SB	5KKHAXDV5NPNJ8164
	1	2022 Tremcar Aluminum Truckmount Tank 20,000 L		22871
All equipment, goods and services as further detailed on Invoice# 00511835 Dated March 25 2022 from Tremcar Inc. and Invoice# NJ8164 dated March 30 2022 from Metro Freightliner Hamilton Inc. including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			60
	Commencement Date of Term			April 4, 2022
	Termination Date of Term			April 4, 2027
3. Rental	Rental Installment, payable Monthly, in advance		As per Attached Payment Schedule	
	GST/HST, if any		\$0.00	
	PST/QST, if any		\$0.00	
	Total Monthly Rental Installment		As per Attached Payment Schedule	
	Other Charges (plus applicable taxes)		\$785.00	
4. Option to Purchase	Option to Purchase Date			Purchase Price
	April 3, 2027 Subject to ABC Addendum			\$90,168.25
5. Place of Use	7263 INDIAN LINE RD SCOTLAND Ontario N0E 1R0			
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.			

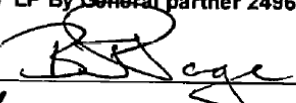
The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust,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

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

per 
Eugene Basolini
Head, Equipment Finance Solution Centre

per 

per 

date April 6, 2022

Payment Schedule

This is the Payment Schedule attached to and forming part of Lease No. 332644848-201000066682 (the "Lease") between OTE LOGISTICS LP as Lessee and Royal Bank of Canada as Lessor.

Number of Rentals	From (Inclusive)	To (Inclusive)	Amount of each Rental Payment	GST/HST	PST/QST	Total Rental Payment
1	4-Apr-2022	3-May-2022	\$36,067.30	\$0.00	\$0.00	\$36,067.30
1	4-May-2022	3-Jun-2022	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jun-2022	3-Jul-2022	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jul-2022	3-Aug-2022	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Aug-2022	3-Sep-2022	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Sep-2022	3-Oct-2022	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Oct-2022	3-Nov-2022	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Nov-2022	3-Dec-2022	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Dec-2022	3-Jan-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jan-2023	3-Feb-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Feb-2023	3-Mar-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Mar-2023	3-Apr-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Apr-2023	3-May-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-May-2023	3-Jun-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jun-2023	3-Jul-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jul-2023	3-Aug-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Aug-2023	3-Sep-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Sep-2023	3-Oct-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Oct-2023	3-Nov-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Nov-2023	3-Dec-2023	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Dec-2023	3-Jan-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jan-2024	3-Feb-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Feb-2024	3-Mar-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Mar-2024	3-Apr-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Apr-2024	3-May-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-May-2024	3-Jun-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jun-2024	3-Jul-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jul-2024	3-Aug-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Aug-2024	3-Sep-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Sep-2024	3-Oct-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Oct-2024	3-Nov-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Nov-2024	3-Dec-2024	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Dec-2024	3-Jan-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jan-2025	3-Feb-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Feb-2025	3-Mar-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Mar-2025	3-Apr-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Apr-2025	3-May-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-May-2025	3-Jun-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jun-2025	3-Jul-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jul-2025	3-Aug-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Aug-2025	3-Sep-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Sep-2025	3-Oct-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Oct-2025	3-Nov-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Nov-2025	3-Dec-2025	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Dec-2025	3-Jan-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jan-2026	3-Feb-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Feb-2026	3-Mar-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Mar-2026	3-Apr-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Apr-2026	3-May-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-May-2026	3-Jun-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jun-2026	3-Jul-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jul-2026	3-Aug-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Aug-2026	3-Sep-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Sep-2026	3-Oct-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Oct-2026	3-Nov-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81

Number of Rentals	From (Inclusive)	To (Inclusive)	Amount of each Rental Payment	GST/HST	PST/QST	Total Rental Payment
1	4-Nov-2026	3-Dec-2026	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Dec-2026	3-Jan-2027	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Jan-2027	3-Feb-2027	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Feb-2027	3-Mar-2027	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Mar-2027	3-Apr-2027	\$4,889.81	\$0.00	\$0.00	\$4,889.81
1	4-Apr-2027	3-May-2027	\$90,168.25	\$0.00	\$0.00	\$90,168.25

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