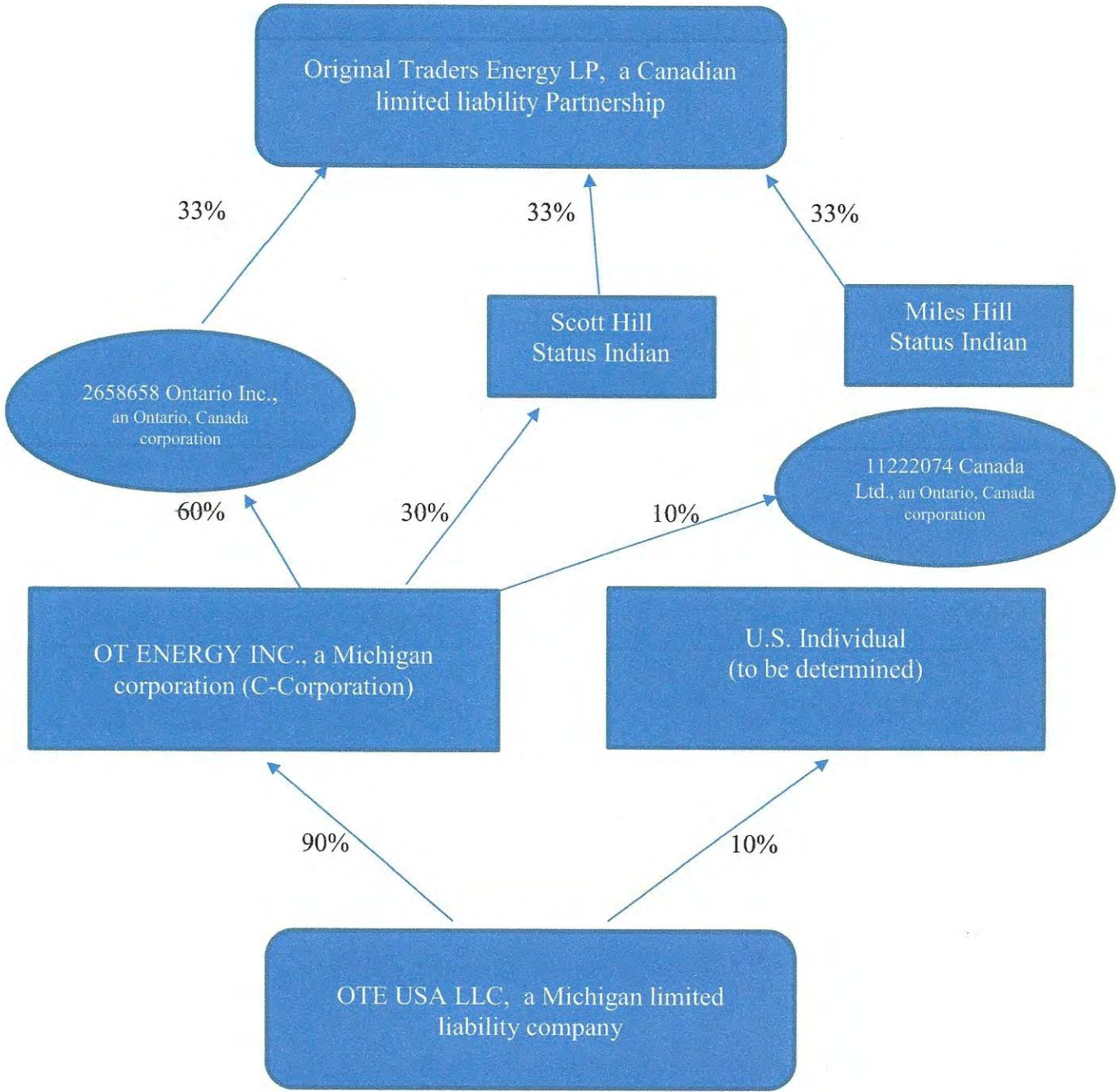
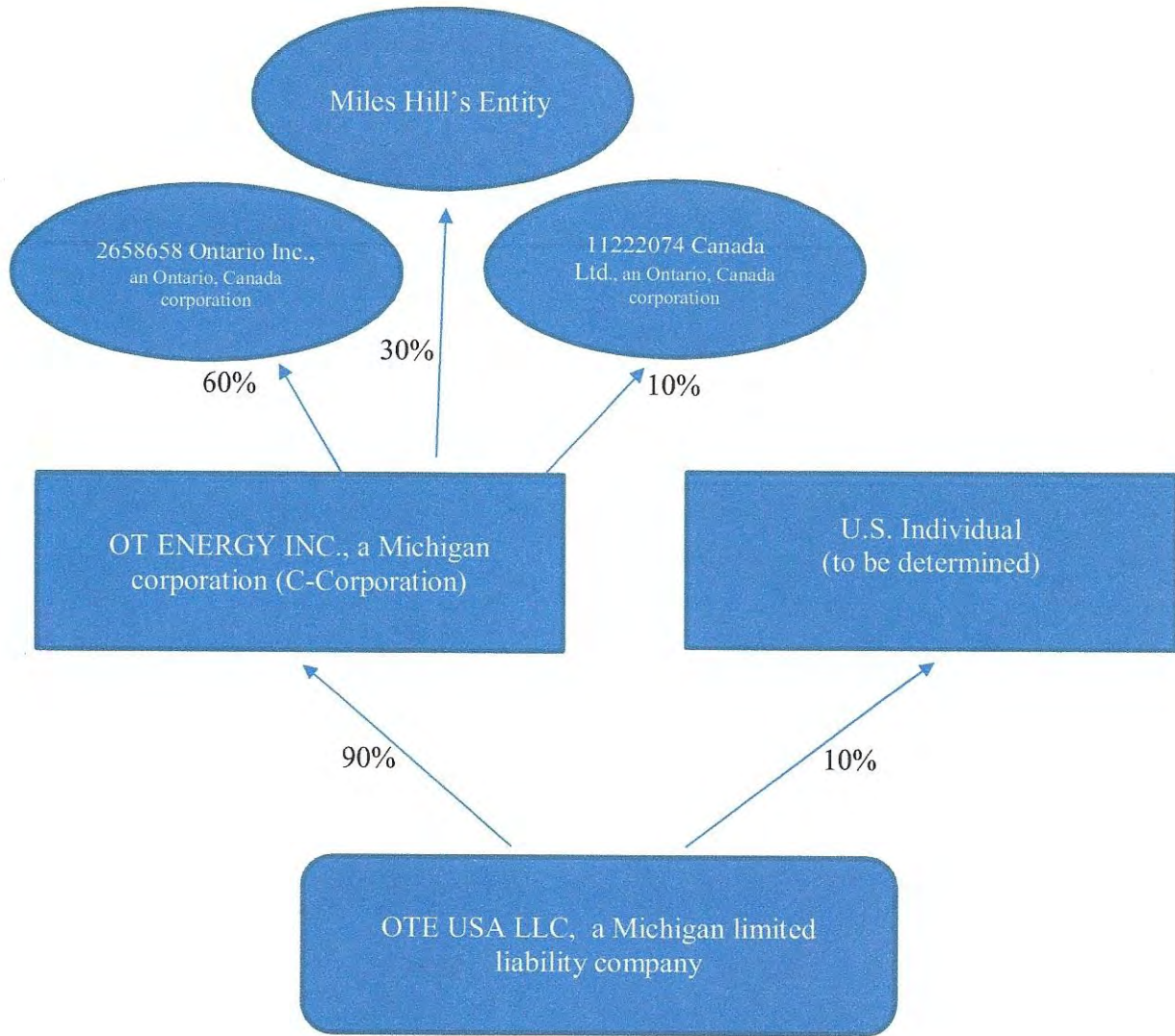


**ORGANIZATIONAL CHART**



# ORGANIZATIONAL CHART



**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

**This is to Certify that the** ARTICLES OF ORGANIZATION

**for**

OTE USA LLC

**ID Number:** 802575022

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

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

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



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

*Linda Clegg*

**Linda Clegg, Interim Director**

**Corporations, Securities & Commercial Licensing Bureau**



**LARA** Corporations  
Online Filing System  
Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

**ARTICLES OF ORGANIZATION**  
For use by **DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

**Article I**

The name of the limited liability company is:

OTE USA LLC

**Article II**

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

**Article III**

The duration of the limited liability company if other than perpetual is:

**Article IV**

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

1. Agent Name: THE CORPORATION COMPANY  
2. Street Address: 40600 ANN ARBOR ROAD EAST  
Apt/Suite/Other: SUITE 201  
City: PLYMOUTH  
State: MI Zip Code: 48170-4675

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

**Article v**

(Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

THE BUSINESS AND AFFAIRS OF THE LIMITED LIABILITY COMPANY SHALL BE MANAGED BY ONE OR MORE MANAGER(S).

Signed this 22nd Day of December, 2020 by the organizer(s):

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

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



Decline

Accept

This is Exhibit "II" of  
the Affidavit of Scott Hill  
Sworn before me this 27<sup>th</sup> day of January, 2023

A handwritten signature in blue ink, appearing to read "Samantha Hill".

---

A Commissioner, etc.

SWIFT 0799 RECEIVED FROM SWIFT ID ROYCUS3X XXX ON Nov 3, 2022

:TO : RECEIVER  
: : ROYCCAT2XXX

:20 :Transaction Reference Number  
: :10012198

:21 :Related Reference  
: :SLC2527026T

:79 :Narrative

: :PAGE:1/1  
: :WE HEREBY DEMAND PAYMENT OF USD1,000,000.00 UNDER  
: :YOUR COUNTER STANDBY LETTER OF CREDIT NO.  
: :SLC2527026T, AS WE HAVE BEEN CALLED UPON TO PAY  
: :USD1,000,000.00 (ONE MILLION UNITED STATES  
: :DOLLARS) UNDER OUR IRREVOCABLE STANDBY LETTER OF  
: :CREDIT NO. 10012198 ISSUED UNDER YOUR RISK AND  
: :RESPONSIBILITY'.  
: :.  
: :.

: :PLEASE REMIT PAYMENT OF USD 1,000,500.00 TO  
: :ABA021000021 ACCT 920-1-033363 FFC 2185999 WITH  
: :JPMORGAN CHASE BANK, N.A., NEW YORK.  
: :.  
: :.

: :DESCRIPTION AMOUNT  
: :PRINCIPAL UNITED STATES DOLLARS  
: :DOCUMENTARY PRINCIPAL USD -1,000,000.00  
: :.  
: :.

: :TOTAL PRINCIPAL USD -1,000,000.00  
: :.  
: :.

: :FEES/CHARGES UNITED STATES DOLLARS  
: :DRAWING FEE USD -500.00  
: :.  
: :.

: :TOTAL FEES/CHARGES USD -500.00  
: :.  
: :.

: :CALCULATION DETAILS OTHERS  
: :AMOUNTTYPE CALCULATIONTYPE PRINCIPAL RATE  
: :INTERValseq STARTDATE INTERVALDAYS AMOUNT  
: :DRAWING FEE FLAT USD 1,000,000.00 USD 500.00  
: :.  
: :.  
: :FINAL TOTAL UNITED STATES DOLLARS -1,000,500.00  
: :.  
: :.



This is Exhibit "JJ" of  
the Affidavit of Scott Hill  
Sworn before me this 27<sup>th</sup> day of January, 2023

A handwritten signature in blue ink, appearing to read "Samantha Hill".

---

A Commissioner, etc.

## Jasmine Law

---

**From:** Scott Hill <scott.hill@originaltradersenergy.com>  
**Sent:** November 8, 2022 10:51 AM  
**To:** Kimberly Thomas; Martin Henderson; Jesse Rosensweet; Steve Graff  
**Subject:** FW: Notice of Pending Claim: EDC File Reference 172074  
**Attachments:** PRD\_CRM\_20220428160817\_4999351.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

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

Team,

Have a look at the signature lines on this...

Thanks,



---

**From:** Beites, Ana <ABeites@edc.ca>  
**Sent:** November 8, 2022 9:56 AM  
**To:** Scott Hill <scott.hill@originaltradersenergy.com>  
**Cc:** Piekarska, Anna M <APiekarska@edc.ca>; Clark, Ryan <RClark2@edc.ca>; miles77x@gmail.com  
**Subject:** RE: Notice of Pending Claim: EDC File Reference 172074

Please see below,

Kind regards,  
Ana Beites

---

**From:** Beites, Ana  
**Sent:** Monday, November 7, 2022 6:46 PM  
**To:** [glenn.page@originaltradersenergy.com](mailto:glenn.page@originaltradersenergy.com)  
**Cc:** Piekarska, Anna M <[APiekarska@edc.ca](mailto:APiekarska@edc.ca)>; Clark, Ryan <[RClark2@edc.ca](mailto:RClark2@edc.ca)>  
**Subject:** Notice of Pending Claim: EDC File Reference 172074  
**Importance:** High

Re: Notice of Claim USD 1,000,000  
The Royal Bank of Canada (the "Bank")  
Irrevocable Standby Letter of Credit No. SLC2527026T (the "ILC")  
Marathon Petroleum Company LP (the "Beneficiary")  
EDC Performance Security Guarantee/EDC reference No PSG-05-078491E-000 (the "PSG")

Dear Mr. Page,

Please be advised that EDC has received a claim application from the Bank under the above noted PSG. This claim has resulted from the liquidation of the above noted ILC by the Beneficiary. We are presently reviewing the information related to this claim and will advise you in due course of our position on this matter.

We would recommend that you review the provisions of the bonding Products Declaration and Indemnity agreement signed by Original Traders Energy LP on March 25 2021; especially as it relates to your indemnity obligations should EDC accept liability and indemnify the Bank

If you have any questions, please do not hesitate to contact us.

Regards,  
Ana Beites

**Ana M. Beites. M. Sc.**

Senior Debt Services Manager, Special Risks – Insurance & Trade Guarantees  
Directrice principale, Risques Spéciaux – Assurance et Garanties Commerciales

[EXPORT DEVELOPMENT CANADA](#)

[EXPORTATION ET DÉVELOPPEMENT CANADA](#)

T: 613-597-7846

150 Slater, Ottawa, ON, Canada, K1A 1K3

[abeites@edc.ca](mailto:abeites@edc.ca) | [edc.ca](http://edc.ca)

[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

Please feel free to respond in the official language of your choice.  
N'hésitez pas à me répondre dans la langue officielle de votre choix.



This email, and any attachment, is confidential and may contain privileged information. If you are not an intended recipient, please delete this email and all copies and notify us immediately. Any unauthorized use or disclosure is prohibited.

As well, EDC values your privacy. Please see our [Privacy Practice](#) for information about how we handle your personal information.

Ce message et tout document joint sont confidentiels et peuvent contenir de l'information ne pouvant être divulguée. Si vous n'en êtes pas le destinataire, veuillez supprimer ce message et toute copie de celui-ci et nous avertir immédiatement. Toute utilisation ou communication non autorisée est interdite.

De plus, EDC attache une grande importance au respect de votre vie privée. Veuillez consulter notre [énoncé de confidentialité](#) afin de connaître nos pratiques en matière de protection des renseignements personnels.



This is Exhibit "KK" of  
the Affidavit of Scott Hill  
Sworn before me this 27<sup>th</sup> day of January, 2023

A handwritten signature in blue ink, appearing to read "Sumner Hill".

---

A Commissioner, etc.



Jesse Rosensweet  
Direct: 416.865.3063  
E-mail: [jrosensweet@airdberlis.com](mailto:jrosensweet@airdberlis.com)

November 8, 2022

Marathon Petroleum Corporation  
By Email: [mesuardini@marathonpetroleum.com](mailto:mesuardini@marathonpetroleum.com)  
Attn: Mandy Suardini

Dear Ms. Suardini:

**Re: Authorized representatives of Original Traders Energy LP and OTE Logistics LP (formerly known as OTE Gen7 Fuel Management LP); Litigation**

---

We are the solicitors for Original Traders Energy LP and OTE Logistics LP (the “**Companies**”). The purpose of this letter is to notify you of personnel changes at the Companies and advise you that the Companies have commenced litigation against certain parties, as detailed below.

**1. Authority**

Please take careful note of the following information and ensure that your organization’s administrative systems are updated to reflect same.

Effective as of July 18, 2022, the following individuals have no authority to act on behalf of the Companies:

- Glenn Page
- Brian Page
- Mandy Cox
- Kellie Hodgen

In addition, it has come to the Companies’ attention that an individual named Derek Lynch may represent himself as having authority to act for the Companies. Mr. Lynch is not employed by the Companies and does not have, and has never had, the authority to sign, communicate, or provide instructions on behalf of the Companies.

The directors and officers of the controlling general partners of the Companies are Miles Hill and Scott Hill. Please take note that only the following individuals have due authority to represent the Companies in all commercial matters:

- Scott Hill; email. [scott.hill@originaltradersenergy.com](mailto:scott.hill@originaltradersenergy.com); tel. (519) 717-0968
- Miles Hill; email. [miles77x@gmail.com](mailto:miles77x@gmail.com); tel. (519) 757-2262

November 8, 2022

Page 2

To further evidence the above, I attach up-to-date corporate profile pages for both of our clients. These indicate that:

- i. the general partner of Original Traders Energy LP is Original Traders Energy Ltd. Scott Hill is the sole director of Original Traders Energy Ltd. and its officers are Scott Hill, President, and Miles Hill, Vice-President. I can advise that our clients, Scott Hill and Miles Hill are the majority owners of its limited partnership units;
- ii. the general partner of Gen7 Fuel Management LP is 2496750 Ontario Inc. Miles Hill is the sole director of 2496750 Ontario Inc. and Miles holds all officer positions of President, Secretary and Treasurer. I can advise that Scott Hill and Miles Hill are the majority owners of its limited partnership units; and
- iii. Gen7 Fuel Management LP changed its name on January 20, 2022, to OTE Logistics LP. It has previously operated as Gen7 Fuel Management Services LP, Gen7 Logistics Services LP and has a business name registration of Gen7 Logistics. All of these names refer to the same limited partnership with the foregoing general partner, ownership, directors and officers.

Kindly take note that the personnel changes described above took place earlier this summer. If you are or have been engaged in business discussions with respect to new or ongoing matters with any of Glenn Page, Brian Page or Mandy Cox, please contact Scott Hill at your earliest convenience to resume the discussion.

## **2. Litigation**

Take notice that the Companies, Original Traders Energy Ltd., Scott Hill and Miles Hill have initiated legal proceedings against Glenn Page, Brian Page, OTE USA LLC, and OT Energy Inc., among others, with a statement of claim filed in the Ontario Superior Court of Justice under Court File No. CV-22-00688572-0000.

A copy of the statement of claim is enclosed. Please refer to paragraphs 46 *et seq.*, 57(l), 57(n) and 81 *et seq.* In particular, paragraph 84 references a \$1,000,000 bond, which we understand is currently held in favour of Marathon in the form of a letter of credit issued by the Royal Bank of Canada. Take notice that the statement of claim alleges that the defendants obtained such letter of credit under false pretenses and govern yourselves accordingly.

## **3. Control**

It has further come to our attention that OTE USA LLC and OT Energy, Inc. are operating in Michigan and that personnel of these entities may be representing that these entities are wholly-owned and/or controlled by the Companies. Any such representations are not accurate and should not be relied upon.



November 8, 2022  
Page 3

Yours truly,

**AIRD & BERLIS LLP**



Jesse Rosensweet  
Partner

JR/cb/Encl.

Copies by email:

J. Michael Wilder, Marathon Petroleum Corporation, Vice-President and General Counsel  
([jmwilder@marathonpetroleum.com](mailto:jmwilder@marathonpetroleum.com))

Scott Hill, Original Traders Energy LP, President ([scott.hill@originaltradersenergy.com](mailto:scott.hill@originaltradersenergy.com))

Sandra Smoke Original Traders Energy LP ([sandra.smoke@originaltradersenergy.com](mailto:sandra.smoke@originaltradersenergy.com))

50889165.1

AIRD BERLIS





## Profile Report

ORIGINAL TRADERS ENERGY LP as of October 18, 2022

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 28, 2027
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.

*V. Quintanilla W.*

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.

## General Partners

Number of General Partners 1

## Partners

### Partner 1

Name	ORIGINAL TRADERS ENERGY LTD.
Ontario Corporation Number (OCN)	2585997
Entity Type	Ontario Business Corporation
Registered or Head Office Address	7331 Indian Line Road, Wilsonville, Ontario, Canada, N0E 1Z0

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

*V. Quintanilla W.*

Director/Registrar

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**Firm Name History**

**Name**

ORIGINAL TRADERS ENERGY LP

**Effective Date**

August 30, 2017

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

*V. Quintanilla W.*

Director/Registrar

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### Active Business Names

This entity does not have any active business names registered under the Business Names Act in Ontario.

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

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

This entity does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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

*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
Renewal of an Ontario Limited Partnership Declaration	September 22, 2022
Declaration of Change to an Ontario Limited Partnership	January 10, 2018
LPA - File a Declaration of an Ontario Limited Partnership	August 30, 2017

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

*V. Quintanilla W.*

Director/Registrar

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## Profile Report

ORIGINAL TRADERS ENERGY LTD. as of August 10, 2022

<b>Act</b>	Business Corporations Act
<b>Type</b>	Ontario Business Corporation
<b>Name</b>	ORIGINAL TRADERS ENERGY LTD.
<b>Ontario Corporation Number (OCN)</b>	2585997
<b>Governing Jurisdiction</b>	Canada - Ontario
<b>Status</b>	Active
<b>Date of Incorporation</b>	July 05, 2017
<b>Registered or Head Office Address</b>	7331 Indian Line Road, Wilsonville, Ontario, Canada, N0E 1Z0

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

*V. Quintanilla W.*

Director/Registrar

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Active Director(s)

Minimum Number of Directors 1  
Maximum Number of Directors 10

Name Scott HILL  
Address for Service 7493 Indian Line, Wilsonville, Ontario, Canada, NOE 1Z0  
Resident Canadian Yes  
Date Began July 20, 2017

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

*V. Quintanilla W.*

Director/Registrar

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Active Officer(s)

Name	Donald Herbert Miles HILL
Position	Vice-President
Address for Service	7331 Indian Line Road, Wilsonville, Ontario, Canada, N0E 1Z0
Date Began	July 14, 2022

Name	Scott HILL
Position	President
Address for Service	7493 Indian Line, Wilsonville, Ontario, Canada, N0E 1Z0
Date Began	July 14, 2022

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

*V. Quintanilla W.*

Director/Registrar

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Inactive Administrators Reported on August 10, 2022 CIA Filing

Inactive Officer(s)

Name	Scott HILL
Position	Vice-President
Address for Service	7493 Indian Line, Wilsonville, Ontario, Canada, N0E 1Z0
Date Began	July 05, 2017
Date Ceased	July 14, 2022

Name	Glenn D. PAGE
Position	President
Address for Service	2164 Heidi Avenue, Burlington, Ontario, Canada, L7M 3Y2
Date Began	July 05, 2017
Date Ceased	July 14, 2022

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

*V. Quintanilla W.*

Director/Registrar

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Corporate Name History

Name

ORIGINAL TRADERS ENERGY LTD.

Effective Date

July 05, 2017

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

*V. Quintanilla W.*

Director/Registrar

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Additional historical information may exist in paper or microfiche format.



**Active Business Names**

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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

*V. Quintanilla W.*

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.

**Expired or Cancelled Business Names**

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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

*V. Quintanilla W.*

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.

## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: Scott HILL	August 10, 2022
Annual Return - 2019 PAF: MILES HILL - DIRECTOR	March 16, 2021
CIA - Notice of Change PAF: GLENN PAGE - DIRECTOR	January 09, 2020
Annual Return - 2017 PAF: MILES HILL - DIRECTOR	July 14, 2019
Annual Return - 2018 PAF: MILES HILL - DIRECTOR	July 14, 2019
CIA - Notice of Change PAF: GLENN PAGE - OFFICER	March 29, 2018
CIA - Initial Return PAF: GLENN PAGE - OFFICER	January 03, 2018
BCA - Articles of Incorporation	July 05, 2017

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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

*V. Quintanilla W.*

Director/Registrar

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## Profile Report

OTE LOGISTICS LP as of August 17, 2022

Act	Limited Partnerships Act
Type	Ontario Limited Partnership
Firm Name	OTE LOGISTICS LP
Business Identification Number (BIN)	280459892
Declaration Status	Active
Declaration Date	April 24, 2018
Expiry Date	April 21, 2033
Principal Place of Business	1110 Highway 54, A, Caledonia, Ontario, Canada, N3W2G9
Activity (NAICS Code)	447 - Gasoline stations

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

*V. Quintanilla W.*

Director/Registrar

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**General Partners**

Number of General Partners 1

**Partners**

**Partner 1**

Name	2496750 ONTARIO INC.
Ontario Corporation Number (OCN)	2496750
Entity Type	Ontario Business Corporation
Registered or Head Office Address	7331 Indian Line Road, Wilsonville, Ontario, Canada, N0E 1Z0

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

*V. Quintanilla W.*

Director/Registrar

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**Firm Name History**

<b>Name</b>	OTE LOGISTICS LP
<b>Effective Date</b>	January 20, 2022
<b>Previous Name</b>	GEN7 FUEL MANAGEMENT SERVICES LP
<b>Effective Date</b>	November 19, 2020
<b>Previous Name</b>	GEN7 LOGISTICS SERVICES LP
<b>Effective Date</b>	October 01, 2020
<b>Previous Name</b>	GEN7 FUEL MANAGEMENT SERVICES LP
<b>Effective Date</b>	April 24, 2018

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

*V. Quintanilla W.*

Director/Registrar

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Additional historical information may exist in paper or microfiche format.



**Active Business Names**

<b>Name</b>	GEN7 LOGISTICS
<b>Business Identification Number (BIN)</b>	301307369
<b>Registration Date</b>	November 19, 2020
<b>Expiry Date</b>	November 18, 2025

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

*V. Quintanilla W.*

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**Expired or Cancelled Business Names**

This entity does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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

*V. Quintanilla W.*

Director/Registrar

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Document List

Filing Name	Effective Date
Declaration of Change to an Ontario Limited Partnership	January 20, 2022
LPA - File a Declaration of an Ontario Limited Partnership	November 19, 2020
LPA - File a Declaration of an Ontario Limited Partnership	October 01, 2020
LPA - File a Declaration of an Ontario Limited Partnership	April 24, 2018

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## Profile Report

2496750 ONTARIO INC. as of August 16, 2022

<b>Act</b>	Business Corporations Act
<b>Type</b>	Ontario Business Corporation
<b>Name</b>	2496750 ONTARIO INC.
<b>Ontario Corporation Number (OCN)</b>	2496750
<b>Governing Jurisdiction</b>	Canada - Ontario
<b>Status</b>	Active
<b>Date of Incorporation</b>	December 17, 2015
<b>Registered or Head Office Address</b>	7331 Indian Line Road, Wilsonville, Ontario, Canada, N0E 1Z0

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

*V. Quintanilla W.*

Director/Registrar

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Active Director(s)

Minimum Number of Directors 1  
Maximum Number of Directors 10

Name Donald Herbert Miles HILL  
Address for Service 226 Mohawk Road, R1, Wilsonville, Ontario, Canada, N0E  
1Z0  
Resident Canadian Yes  
Date Began March 13, 2018

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

*V. Quintanilla W.*

Director/Registrar

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Active Officer(s)

Name Donald Herbert Miles HILL  
Position President  
Address for Service 226 Mohawk Road, R1, Wilsonville, Ontario, Canada, N0E  
1Z0  
Date Began March 13, 2018

Name Donald Herbert Miles HILL  
Position Secretary  
Address for Service 226 Mohawk Road, R1, Wilsonville, Ontario, Canada, N0E  
1Z0  
Date Began March 13, 2018

Name Donald Herbert Miles HILL  
Position Treasurer  
Address for Service 226 Mohawk Road, R1, Wilsonville, Ontario, Canada, N0E  
1Z0  
Date Began March 13, 2018

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*V. Quintanilla W.*

Director/Registrar

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Corporate Name History

Name	2496750 ONTARIO INC.
Effective Date	December 17, 2015

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*V. Quintanilla W.*

Director/Registrar

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### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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

*V. Quintanilla W.*

Director/Registrar

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**Expired or Cancelled Business Names**

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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

*V. Quintanilla W.*

Director/Registrar

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### Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DONALD HERBERT MILES HILL - DIRECTOR	March 27, 2018
CIA - Notice of Change PAF: GLENN PAGE - DIRECTOR	February 22, 2016
CIA - Initial Return PAF: GLENN PAGE - DIRECTOR	February 22, 2016
CIA - Initial Return PAF: GLENN PAGE - DIRECTOR	January 27, 2016
BCA - Articles of Incorporation	December 17, 2015

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

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

*V. Quintanilla W.*

Director/Registrar

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Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

BETWEEN:

(Court Seal)

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

Plaintiffs

and

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

Defendants

**STATEMENT OF CLAIM**

TO THE DEFENDANT

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

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the



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Plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

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

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

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

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

Date \_\_\_\_\_ Issued by \_\_\_\_\_  
Local Registrar

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

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

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

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

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

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

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

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**CLAIM**

1. The plaintiffs claim:

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

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

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

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



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

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

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## THE PARTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. The defendant Gen 7 Station Entities are:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **GLENN PAGE RESIGNS AND SERIOUS MISCONDUCT IS DISCOVERED**

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

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

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

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

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

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

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

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

#### **MISAPPROPRIATION OF FUNDS**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## **GEN 7 STATION ENTITIES CREATED USING OTE FUNDS**

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

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

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

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

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

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

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

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

#### **GLENN PAGE SECRETLY CONTROLS BLENDING STATIONS**

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

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

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

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

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

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

#### **GLENN PAGE OPERATES OTE USA AT THE EXPENSE OF OTE LP**

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

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

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

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

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

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

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



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

#### **OTE LP FUNDS USED TO BENEFIT DEFENDANTS' VEHICLES**

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

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

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

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

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

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

### **WRONGFUL INTERFERENCE WITH THE PLAINTIFFS' BUSINESS**

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

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

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

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

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

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

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

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

## **CLI'S BREACH OF CONTRACT AND OBLIGATION**

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

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

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

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

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

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

***Fuel Delivery from Marathon***

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

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

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

***Fuel Delivery from Greenergy***

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

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

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

***CLI Refuses to Deliver the Rail Tank Cars and Fuel***

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

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

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

***CLI's Conversion of the Undelivered Cars and Fuel***

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

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***An Interim Replevin Order is Necessary***

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

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

**BREACHES OF OBLIGATION AND TORTS OF THE DEFENDANTS**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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October 12, 2022

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Lawyers for the Plaintiffs

ORIGINAL TRADERS ENERGY LP et al.  
Plaintiffs

-and- GLENN PAGE et al.

Defendants

Court File No.

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

**STATEMENT OF CLAIM**

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Lawyers for the Plaintiffs

This is Exhibit "LL" of  
the Affidavit of Scott Hill  
Sworn before me this 27<sup>th</sup> day of January, 2023

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

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A Commissioner, etc.

**Summary of OTE Vehicle Registrations**

<b>PDF Page no.</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>	<b>Plate</b>	<b>Vehicle Portion</b>	<b>Plate Portion</b>
<b>1</b>	2021	TREM	TRA	1T9JAGV45MS588021	T1026F	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>2</b>	2014	HUTC	TAN	2H9AA8HF0ET002333	T9483V	TRANSCOURT INC.	TRANSCOURT INC.
<b>3</b>	2014	HUTC	TRI	2H9AE9HG5ET002332	W4125T	TRANSCOURT INC.	TRANSCOURT INC.
<b>4</b>	2021	TREM	TRA	2TSL504XMB000421	T9223S	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>5</b>	2020	INTL	PRO	3HCDZAPT8LL823640	BC33810	ESSEX LEASE FINANCIAL CORPORATION	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>6</b>	2020	INTL	PRO	3HCDZAPT7LL844673	AZ12167	ESSEX LEASE FINANCIAL CORPORATION	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>7</b>	2020	INTL	PRO	3HCDZAPT1LL804671	BK56481	ESSEX LEASE FINANCIAL CORPORATION	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>8</b>	2020	VOLV	ARO	4V4WC9EH1LN240593	BB35574	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>9</b>	2020	VOLV	ARO	4V4WC9EHXLN240592	BC48808	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP

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<b>10</b>	2020	INTL	PRO	3HCDZAPT1LL434337	BC15178	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>11</b>	2020	VOLV	ARO	4V4WC9EH3LN240594	BD21459	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>12</b>	2020	INTL	LT6	3HSDZAPT6LN547144	BD29059	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>13</b>	2020	INTL	LT6	3HSDZAPT1LN547181	BN52487	THE ROYAL BANK OF CANADA	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>14</b>	2021	MACK	600	1M1AN4GY7MM020317	BE16319	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>15</b>	2021	VOLV	ARO	4V4WC9EH1MN281081	BE47561	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>16</b>	2011	WSTR	CNV	5KKHALDV6BPAZ5828	AX83022	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>17</b>	2019	WSTR	CNV	5KKHAXDV1KLKJ9287	AZ83281	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP

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<b>18</b>	2022	WSTR	CNV	5KKHAXDV7NPMW6004	BL50267	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>19</b>	2021	WSTR	CNV	5KKHAXDV8MPMU4740	BK81536	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>20</b>	2022	WSTR	CNV	5KKHAXDV5NPNJ8164	BP77028	THE ROYAL BANK OF CANADA	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>21</b>	2020	TREC	TRA	1T9AA9825LS588105	W8767P	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>22</b>	2020	TREC	TRA	1T9AA9H32LS588104	T6691B	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>23</b>	2008	POLA	--	1PMA2312685007383	R7364Y	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>24</b>	2008	POLA	--	1PMA2363X85007386	R7363Y	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
<b>25</b>	2020	TREC	REM	1T9AA9H37LS588115	T1871F	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP



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26	2020	TREC	TRA	1T9AA982XLS588116	T1870F	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
27	2021	TREM	TRA	1T9AA9H38LS588107 [NTD: Year does not match the VIN]	T1038F	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
28	2021	TREC	TRA	1T9AA9H33MS588016	V4780J	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
29	2021	TREC	TRA	1T9AA9826MS588017	V4781J	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
30	2020	TREM	TRA	1T9AA9820LS588108	T1039F	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
31	2021	TREM	TRA	1T9JAGV43MS588003	T1025F	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
32	2020	TREM	TRA	1T9JAFV4XLS588072	S6310K	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
33	2003	POLA	AEB	1PMA2495635003623	R48547	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP

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34	2020	TREM	TRA	1T9JAGX67LS588082	S6524Z	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
35	2020	TREM	TRA	1T9JAGX69LS588083	S6532Z	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
36	2021	TREM	TRA	2TL5L5262MB000475	T3671D	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
37	2021	TREM	TRA	2TL5L5260MB000474	T4681V	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
38	2022	TREM	TRA	1T9JAGX67NS588022	W8852O	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
39	2022	TREM	TRA	1T9JAGX60NS588024	W1155J	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
40	2022	TREM	TRA	1T9JAGX62NS588025	W1156J	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
42	2021	TREM	TRA	2TL5L5043MB000471	T9224S	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP

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43	2022	TREM	TRA	1T9JAGX69NS588023	V8845T	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP	2496750 ONTARIO INC. / GEN7 FUEL MANAGEMENT SERVICES LP
44				<b>This is a duplicate VIN from #10 above</b>			
45				<b>This is a duplicate VIN from #11 above</b>			
46				<b>This is a duplicate VIN from #12 above</b>			
47				<b>This is a duplicate VIN from #13 above</b>			
48				<b>This is a duplicate VIN from #6 above</b>			

49832126.1  
49832126.3

This is Exhibit "MM" of  
the Affidavit of Scott Hill  
Sworn before me this 27<sup>th</sup> day of January, 2023

A handwritten signature in blue ink, appearing to read "Samantha Hill".

---

A Commissioner, etc.

# COPY

Contract No. OTEL001SF

## LEASE AGREEMENT

This LEASE AGREEMENT dated as of November 18, 2021 (the "**Lease Agreement**"), is made by and between WELLS FARGO RAIL CANADA ULC ("**Lessor**"), an Alberta unlimited liability corporation, and ORIGINAL TRADERS ENERGY LP ("**Lessee**"), an Ontario limited partnership.

1. Lease; Riders; Rental. Lessor leases to Lessee, and Lessee leases from Lessor the railroad cars ("**Cars**") identified in each rider added to the Lease Agreement (a "**Rider**" and together with the Lease Agreement, the "**Lease**"). Each Rider incorporates the terms of this Lease Agreement and constitutes a separate independent lease and contractual obligation of Lessee and sets forth the term, rental rates and additional provisions relating to the Cars identified therein. If there is any conflict between a Rider and the Lease Agreement, the Rider shall control. Monthly rental shall begin upon acceptance (or deemed acceptance pursuant to Section 2) and shall be paid in advance on the first day of the month, prorating any period which is less than a full month. Lessee's obligations to pay rent and perform its other obligations under the Lease are absolute, irrevocable and unconditional, and will not be subject to any right of setoff, counterclaim, deduction, defense or any right Lessee may have against the manufacturer, Lessor or any other person. It is the intention of the parties that payments of rent and other amounts due hereunder shall continue to be payable in all events in the manner and at the times set forth herein unless the obligation to do so shall have been terminated pursuant to the express terms of the Lease.

2. Delivery; Acceptance. Subject to availability and delays outside of its control, Lessor shall deliver the Cars at the delivery location designated in the applicable Rider. The Cars shall become subject to the Lease on the date of delivery and acceptance shall be deemed to have occurred upon the first to occur of (a) the loading of any Car, (b) movement of any Car from the delivery location or (c) the failure by Lessee to report to Lessor any defect within seven (7) days from date of the delivery. Lessor shall have the option to either repair or replace any Car for which Lessee has notified Lessor of a defect or to exclude such Car from the applicable Rider. Lessee's acceptance, however and whenever effected, shall be deemed effective as of the delivery date of the applicable Car and shall conclusively establish that such Car has been unconditionally accepted by Lessee for all purposes of the Lease and such Car conforms to Applicable Law (defined below), including the Interchange Rules, DOT, TC and FRA (defined below).

3. Use. Lessee will comply with and use the Cars in compliance with all applicable laws, regulations and rules of any authority having jurisdiction over Lessee or the Cars (collectively, "**Applicable Law**"), including, without limitation, as specified in the Association of American Railroad's Rules for Interchange or any successor thereto (the "**Interchange Rules**"), U.S. Department of Transportation or any successor thereto ("**DOT**"), Transport Canada ("**TC**") or any successor thereto, and the Federal Railroad Administration, or any successor thereto ("**FRA**"), all Sanctions, Anti-Money Laundering Laws, Anti-Corruption Laws and all U.S. and Canadian (and if applicable all Mexican), federal, state, provincial and local laws, rules, and regulations promulgated by any governmental authority or industry agency or authority which has proper jurisdiction with respect to Lessee or the Cars including, the leasing, operation, maintenance, possession or use of the Cars and obtaining any required licenses, permits and authorizations with respect thereto. Lessee shall not use the Cars in any manner that would be prohibited by Sanctions if conducted by Lessor or any other party hereto. The Cars may be used and operated in the United States and Canada in accordance with the provisions of the Lease. No Car shall be used for the transport of any commodity other than the commodity identified in the applicable Rider and except for the transport of the commodity identified in the applicable Rider, no Car shall be used for the transport of explosives, flammable products or any substances included in the definition of "hazardous substances" under any applicable federal, state or municipal law, ordinance rule or regulation. Without limiting the foregoing, no Car shall be used or otherwise located in Mexico except

with the prior written consent of Lessor or as expressly permitted in the Rider solely with respect to the Cars identified therein. Lessee shall be responsible for all costs and expenses associated with the use and operation of the Cars while the Cars are subject to the Lease, including without limitation, any costs and expenses associated with movement of the Cars into or out of the United States, Canada or, with Lessor's prior written consent, Mexico, except, in each case, any such costs and expenses that are expressly the responsibility of Lessor under the Lease. Without limiting any of Lessee's obligations under the Lease, Lessee will be solely responsible for (a) complying with all applicable customs laws; (b) obtaining and maintaining in full force and effect any and all licenses, permits and authorizations necessary for use of the Cars in any applicable jurisdiction; and (c) upon request, Lessee shall provide Lessor with any information and documentation reasonably requested by Lessor in connection with Lessee's compliance with its obligations under this Section 3. Lessee agrees that the Cars shall remain free of liens and charges of any kind other than the rights of Lessee under the Lease, liens expressly created by Lessor and statutory liens arising in the ordinary course of business of Lessee for sums not yet delinquent (collectively, "**Permitted Liens**"). Lessee shall not assign or sublease its rights hereunder without Lessor's prior written consent. Notwithstanding any consent provided by Lessor in connection with an assignment or sublease by Lessee, Lessee will remain primarily liable to Lessor for the payment and performance of all obligations and liabilities of Lessee arising under the Lease and not as a guarantor or surety, including all obligations relating to the use, maintenance and operation of the Car. No title or interest in any Car will vest in Lessee except the right to use the Cars in accordance with the terms of the Lease. If Lessor is required to make any payments to a railroad or becomes liable for any railroad charges or costs with respect to any Car that are incurred during the term of the Lease, including but not limited to empty movements and mileage equalization charges, Lessee agrees to promptly reimburse Lessor for such payments, charges, or costs.

4. Maintenance.

(a) As used herein: (i) "**Covered Off-Lease Maintenance**" means, as to a Car, maintenance or repairs that are performed at a shop authorized by Lessor ("**Authorized Shop**") made necessary by ordinary wear and tear and other repairs that are not Running Repairs (defined below), except in each case for maintenance and repairs that are the responsibility of Lessee hereunder or under any Rider, and (ii) "**Running Repairs**" mean repairs as defined and specified in the Interchange Rules.

(b) Lessor shall be responsible for the cost of Covered Off-Lease Maintenance and Running Repairs. If any Car requires Covered Off-Lease Maintenance, (i) Lessee will route the Car to an Authorized Shop for such Covered Off-Lease Maintenance, and (ii) rental charges will cease for such Car (except as provided in Section 4(e) below) upon arrival of such Car at such Authorized Shop and the Lease, exclusively with respect to such Car, will terminate at the time the Authorized Shop accepts risk of loss for such Car. Any such Car so taken off-lease will again become subject to the Lease, and rental charges with respect to such Car will commence, on the date that Lessor receives notice from the Authorized Shop that Covered Off-Lease Maintenance is complete. Transportation costs for moving a Car to or from an Authorized Shop shall be for the account of Lessee or Lessor as determined by Lessor on the basis of the primary reason for the need of the repair and which party is responsible for the cost of the repair under the Lease. Notwithstanding anything herein to the contrary, rental charges will not abate during any period a Car is undergoing repairs as a result of any manufacturer defect or warranty claim.

(c) Lessee shall not permit the repair or modifications of any Car without Lessor's prior written consent, except for Running Repairs performed by railroads or handling carriers that do not exceed the scheduled standard costs therefor. Lessee shall be responsible for all maintenance and repairs (other than the cost of Covered Off-Lease Maintenance and Running Repairs) including, any maintenance or repairs arising from abuse or damage (including corrosion damage caused by the commodity shipped in any Car), unless the obligation is assumed and satisfied by a responsible railroad or other third party.

Lessee shall be responsible for the costs associated with cleaning, removal and disposal of any commodities or residue in any Car. Lessor, or its designee, shall be allowed to inspect the Cars at any time with reasonable notification to Lessee.

(d) If any Applicable Law requires that Lessor make any addition, modification or any adjustment in any manner whatsoever to a Car ("**Mandated Modifications**"), Lessor may, at its option, arrange to make such Mandated Modifications and Lessee shall pay Lessor as an additional charge an amount equal to \$2.00 per Car per month for each \$100.00 per Car of the cost to Lessor to make such Mandated Modifications. If Lessor elects to make the Mandated Modifications, Lessee shall, on notice from Lessor, make each affected Car available pursuant to a mutually agreed upon delivery schedule that will enable the Mandated Modifications to be performed prior to the due date therefor (the "**Delivery Schedule**"). Lessee shall deliver each affected Car pursuant to the Delivery Schedule to an Authorized Shop designated by Lessor, empty, clean and free of residue. Transportation charges for movement of the Cars undergoing Mandated Modification to an Authorized Shop shall be for the account of Lessor. Rental charges for such Car shall cease, the Lease shall terminate for such Car and the Car will again become subject to the Lease (and rental charges will commence), all as provided in Section 4(b) above. If Lessor in its sole discretion determines that it would not be economical to make such Mandated Modifications, Lessor may elect to permanently remove such Car from Lessee's service, and the monthly rental with respect to such Car shall terminate upon the date specified in writing by Lessor, which date will not be later than the date the Mandated Modifications are so required to be made.

(e) Lessee's obligation to pay rental charges under the Lease and all of its other obligations under the Lease shall continue for any Car in shop for repairs (i) when such Car was routed to a repair shop not authorized by Lessor, (ii) if a default by Lessee exists, (iii) occasioned by abuse or damage (including corrosion damage caused by the commodity shipped in any Car) caused by Lessee or a third party, (iv) that are the responsibility of Lessee hereunder or under any Rider, or (v) that are Running Repairs. Additionally, Lessee's obligations hereunder as to any Car taken off-lease for the performance of Covered Off-Lease Maintenance or Mandated Modifications, including Lessee's obligations under Section 7 from events existing or occurring prior to the time such Car is taken off-lease, shall continue in full force and effect.

(f) Notwithstanding anything to the contrary in this Section 4, if any Rider hereto provides that Car Hire Revenue (as defined in Section 16) constitutes all or a portion of the monthly rental and any Car covered under such Rider requires Covered Off-Lease Maintenance, Lessee's obligations under the Lease with respect to such Car shall continue in full force and effect including, Lessee's obligation to pay monthly rental as set forth in such Rider and Car Hire Revenue shall continue to be due and payable pursuant to the Interchange Rules.

5. Loss or Destruction. Promptly upon Lessee's obtaining knowledge of the loss, theft or destruction of, or damage to, any Car (a "**Casualty**"), Lessee shall notify Lessor of such event. In the event of a Casualty with the result that such Car cannot be operated in railroad service for transport of the commodity provided for in the Rider (a "**Casualty Car**"), Lessee shall promptly pay to Lessor an amount ("**Loss Value**") equal to the greater of (a) the amount set forth in the stipulated loss schedule (the "**Stipulated Loss Schedule**"), if any, to the applicable Rider or (b) an amount equal to the amount payable by a railroad subscribing to the Interchange Rules as if the Car had become a Casualty Car while in the service of such railroad. Any Car which is seized and held by any governmental authority for more than thirty (30) days or which becomes the subject of a forfeiture proceeding initiated by any governmental authority shall be deemed a Casualty Car for which Lessee shall pay the Loss Value pursuant to this Section 5. The rent with respect to such Casualty Car shall cease to accrue upon Lessor's receipt of the Loss Value. Any Loss Value payable by Lessee to Lessor shall be reduced by any amounts

received by Lessor from any party responsible for such loss or destruction. Further, in the event the physical condition of any Car should become such that the Car cannot be operated in railroad service for transport of the commodity provided for in the Rider, other than as a result of a Casualty (as determined by Lessor), Lessor may elect to permanently remove such Car from Lessee's service, and the rental with respect to such Car shall terminate upon the removal of such Car. Lessor shall have the right, but shall not be obligated, to substitute for any Casualty Car or removed Car, another car of the same type and capacity and having approximately the same or greater value and the rental with respect to such substituted Car shall commence upon delivery and acceptance of such substituted Car pursuant to Section 2 of this Lease Agreement.

6. DISCLAIMER; LIMITATION OF LIABILITY. LESSOR IS NOT A MANUFACTURER OR REPRESENTATIVE THEREOF, OR A MERCHANT OR DEALER WITH RESPECT TO THE CARS. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO THE CARS' MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING ACKNOWLEDGED THAT THE CARS ARE LEASED "AS-IS". LESSOR SHALL IN NO EVENT BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS LEASE OR IN CONNECTION WITH ANY CAR.

7. Indemnities. Lessee shall release Lessor and defend, indemnify and hold Lessor and its affiliates and their respective agents, directors, employees and owners harmless, on an after-tax basis, from and against any claim by or liability to any third party (including, without limitation relating to environmental matters and reasonable attorneys' fees and expenses) of whatever kind and nature, and regardless of the legal basis thereof (including, without limitation strict liability in tort) (a "Claim") in any way relating to or arising out of, or resulting from, the condition, storage, use, loss, loss of use, maintenance or operation of the Cars while the Cars are subject to the Lease, the inaccuracy of any representation or warranty of the Lessee, the Lessee's failure to comply with its obligations under any Lease, liability arising from any present or future Applicable Law, rule or regulation, including without limitation, common law and environmental law, related to the release, removal, discharge or disposition, whether intentional or unintentional, of any materials from or placed in any Car, or any other cause whatsoever, except to the extent such Claim is solely attributable to the gross negligence or willful misconduct of Lessor as determined by a court of competent jurisdiction.

8. Event of Default; Remedies.

(a) The term "Event of Default" means any of the following events or circumstances:

(i) Lessee fails to pay any amount hereunder within ten (10) days of the due date;

(ii) Lessee fails to keep in full force and effect the insurance required under Section 11 of this Lease Agreement;

(iii) Lessee makes or permits any assignment or transfer of this Lease Agreement, any Rider, or of possession of any Car, or any part thereof, or any Car shall become subject to any lien other than Permitted Liens;

(iv) Lessee fails to perform any other covenant of the Lease that is not remedied as determined by Lessor within thirty (30) days after notice thereof;

(v) (a) any proceeding under bankruptcy, insolvency or similar laws shall have been commenced by Lessee or against Lessee, and if commenced against Lessee shall not have been dismissed within sixty (60) days of the date of filing, (b) a receiver or other similar appointment shall have been made against Lessee and shall not have been dismissed within sixty



(60) days of appointment, (c) a general assignment for the benefit of creditors shall have been made by Lessee or the cessation by Lessee of its operations, or (d) the Lessee shall otherwise be unable to pay or fail to pay its debts generally as they become due (any event described in clauses (v)(a) - (d) being a "Bankruptcy Event");

(vi) any order, judgment or decree is entered against Lessee and remains unpaid and in effect for thirty (30) days without a stay of execution;

(vii) any guarantor of the Lease shall be dissolved, be declared to be in default under such guarantee, or a Bankruptcy Event shall have occurred with respect to such guarantor; or

(viii) Lessee is in breach of Section 19 of this Lease Agreement or any other Applicable Law applicable to and materially affecting the Cars or Lessor's rights under the Lease.

(b) Upon the occurrence of any Event of Default, Lessor may exercise any one or more of the following remedies, as Lessor in its sole discretion elects:

(i) immediately terminate this Lease Agreement and/or any or all Riders, whereupon all rights of Lessee to the use of the Cars shall immediately terminate, but Lessee shall remain liable for any unpaid rent and any other amounts due under the Lease Agreement or any Riders;

(ii) require Lessee, at Lessee's expense, to return any or all of the Cars in accordance with the return provisions of the Lease to a location designated by Lessor and if Lessee fails to promptly return the Cars, Lessor or its agent, at its option, may enter upon the premises of Lessee or other premises where any of the Cars may be and take possession of all or any of such Cars free from any right of Lessee or its successors or assigns;

(iii) declare all amounts then accrued or thereafter accruing under the Lease for the balance of the term immediately due and payable and such amounts shall be discounted to present value at the lesser of five percent (5%) per annum or the rate for three month Treasury Bills as of the date of such declaration;

(iv) if any Car is not returned promptly upon demand by Lessor to a location designated by Lessor in the condition required by the Lease, recover the Loss Value of such Car; or

(v) such other remedies available under Applicable Law.

Each remedy is cumulative and may be enforced separately or concurrently. If Lessee fails to perform any of its obligations hereunder, Lessor, at Lessee's expense, and without waiving any rights it may have against Lessee for such nonperformance, may itself render such performance. If applicable, Lessor shall be entitled to the remedies of a lessor under Section 1168 of the U.S. Bankruptcy Code. Further, Lessee shall reimburse Lessor for all costs and expenses, including reasonable attorneys' fees, expended by Lessor in the enforcement of its rights and remedies hereunder, and Lessee shall pay interest at the rate of 1.5% per month (not to exceed the maximum amount permitted by law) on any amount owing to Lessor hereunder from the time such amount becomes due until paid.

9. Return Provisions. Lessee agrees immediately upon the termination of each Rider to return the Cars leased thereunder to Lessor at the location indicated in such Rider and each Car shall be: (a) in compliance with Applicable Law, including, without limitation, the Interchange Rules, DOT, TC and FRA and suitable for interchange service; (b) empty and free from residue, free from accumulation of lading or debris, clean, free from corrosion damage caused by the commodity shipped in any Car and suitable for the immediate loading by a third party of the commodity set forth in the Rider; and (c) in the same condition as when delivered to Lessee by Lessor, ordinary wear and tear excepted. If any Car is not returned to Lessor as set forth above, all of the obligations of Lessee under the Lease with respect to such

Car shall remain in full force and effect until such Car is so returned to Lessor; provided, however, at any time following thirty (30) days after the end of the term with respect to any Car, the monthly rent for such Car may be set by Lessor upon notice to Lessee at 200% of the prior monthly rent. Lessee agrees, upon request from Lessor, to provide free storage for each Car for up to ninety (90) days after return of such Car to Lessor.

10. Taxes. Lessor shall arrange for the payment of all property taxes levied upon the Cars, provided that Lessee shall cooperate with Lessor in connection with any contest relating thereto. Lessee agrees to pay any applicable transfer, rental and similar taxes arising out of the Lease (excluding income taxes on the net income of Lessor) and make all filings in connection therewith. Lessee shall reimburse and indemnify Lessor on an after-tax basis for all goods and services, harmonized sales, value added, sales, use, excise, import, export and other similar taxes and other liabilities resulting from use of the Cars outside of the United States (and make applicable filings in connection therewith).

11. Insurance. Lessee shall maintain with reputable and financially responsible insurance companies (a) commercial general liability insurance against liability and claims for injuries to persons or property damage in a combined single limit of not less than \$5 million per occurrence or such greater amount as maintained by Lessee with respect to other cars owned or leased by it; (b) physical damage insurance relating to loss of or damage to the Cars in such amounts as are acceptable to Lessor; and (c) any additional insurance required by Applicable Law. All such insurance shall contain such endorsements as reasonably required by Lessor, shall provide not less than thirty (30) days' prior written notice of any intended cancellation or material change in coverages, and shall name Lessor as loss payee with respect to any physical damage policy and as an additional insured with respect to the commercial general liability policy. Lessee shall provide evidence of compliance with this Section 11 at the time of execution of this Lease, at least thirty (30) days prior to policy expiration or replacement, upon any material modification and upon reasonable request.

12. Miscellaneous. If any Cars bear railroad reporting marks, Lessee will not enter into any agreement or contract to deprecise or otherwise alter the earning capacity or method by which compensation is paid for the Cars without the express written consent of Lessor. Lessor shall have the right to assign the Lease or any of the Lessor's rights hereunder and shall be released from its obligations after the date of such assignment. This Lease shall be binding upon the parties hereto, their respective successors, assigns and legal representatives. Obligations of the Lessee hereunder for indemnities and other payments, charges and costs (including, without limitation, charges and costs incurred under Sections 3 and 16 and payments required to be made by Lessee under Sections 7 and 10) shall survive the earlier termination of the Lease or any Rider and applicable statutes of limitations.

13. Administration. Any notice shall be in writing and shall be deemed to have been made (a) on the third business day following deposit in the United States or Canada mail, certified mail, postage prepaid, (b) on the next business day following deposit with a nationally-recognized overnight delivery service, or (c) on the business day when sent by email transmission upon sender's receipt of an acknowledgement from the intended recipient (such as the "return receipt requested" function, as available, return email or other written acknowledgement) if sent before 4:00 P.M. Central Time, or if sent after 4:00 P.M. Central Time or any day that is not a business day, on the next business day, in each case when sent to the street or email address set forth for each party in the appropriate Rider or such other address as is provided in accordance with this Section by either party to the other party. In the case of any Cars accepted under the Lease that do not carry marks owned or controlled by Lessor, Lessee shall promptly cause the owner's field in the Uniform Machine Language Equipment Register to reflect the "FURX" mark and shall take such other action as reasonably requested by Lessor to allow Lessor to appropriately account for the use of such Cars. If the Lease provides for car hire, Lessee agrees to furnish to Lessor such reports and records as Lessor may reasonably request related to the Cars or the

administration of the Lease. Lessee agrees to deliver to Lessor annual audited financial statements within one hundred twenty (120) days from Lessee's fiscal year end and such other information as Lessor may reasonably request from time to time relating to the Cars or the business and operations of Lessee or any guarantor.

14. Jurisdiction; Governing Law; English Language. Any action by Lessee against Lessor for any default by Lessor under the Lease shall be commenced within one (1) year after any such cause of action accrues. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE EACH WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING HEREFROM OR IN RELATION HERETO. This Lease shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to its principles of conflict of laws. The parties hereby declare that it is their express wish that this Lease Agreement and all Riders, schedules and other documents, agreements and notices relating thereto be drafted in the English language. Les parties déclarent par les présentes que c'est leur volonté expresse que le présent contrat de crédit-bail ainsi que les cédules, annexes et tous les autres documents, conventions et avis qui y sont afférents, soient rédigés en anglaise.

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

16. Car Marks and Markings; Car Hire/Mileage Credits. Lessee shall not change the reporting mark and number of any Car. Upon prior written notice to Lessor, Lessee may apply a decal and/or company logo to the Cars, but at the expiration or other termination of this Rider, Lessee shall at its sole cost and expense remove the decal and/or company logo from each Car at a facility selected by Lessor and reasonably acceptable to Lessee. Lessee's removal of the decal and/or company logo shall include: (a) removal of decal and/or company logo from each Car; (b) complete cleaning of the area on the Car from where decal and/or company logo was removed; and (c) repainting each Car(s) to the extent determined necessary by Lessor. Lessee shall be responsible for any transportation costs and charges involved in moving each Car to and from the facility responsible for removal of decal and/or company logo. If the Cars have marks owned or controlled by Lessor, Lessor shall collect Car Hire Revenue earned by Cars during the Term. Lessor will credit all applicable Car Hire Revenue that is earned and paid with respect to the Cars during the Term to Lessee's account promptly after receipt from the railroads. "Car Hire Revenue" means the hourly per diem and mileage earnings of the Cars pursuant to the Interchange Rules reported by railroads and received by Lessor. Railroad mileage and junction reports shall be prima facie evidence of the facts reported in such reports. Lessee shall be obligated to repay Lessor any Car Hire Revenue credits paid in error. Lessee will notify Lessor in writing of any tariff or contract changes affecting Car Hire Revenue with respect to the Cars. Lessee will not enter into any agreement with any railroad that reduces Car Hire Revenue without Lessor's prior written consent.

17. Amendment and Modification. This Lease Agreement and any related Riders may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

18. Representations and Warranties of Lessee. Lessee represents and warrants to Lessor and agrees that (a) Lessee is and will be at all times duly organized, validly existing and in good standing under the laws of the State or Province of its incorporation or formation and is duly qualified to do business wherever necessary to carry on its present business and operations and to own its property; (b) this Lease Agreement and each Rider has been and will be duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) the execution and performance of this Lease Agreement and each Rider will not contravene, breach or create a default under any legal, organizational or contractual obligation of Lessee or any law, rule, regulation, judgment or order binding upon Lessee or its property; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee, nor is Lessee in default under any material loan, lease or other instrument to which Lessee is a party or by which its property is bound; (e) the financial statements and other information furnished and to be furnished to Lessor are and will be true and correct; (f) Lessee is fully aware of and agrees to be bound by the Interchange Rules, and Lessee has its own capabilities and means to keep itself updated with any modification, amendment and supplements from time to time issued in connection with the Interchange Rules and is in no way relying on Lessor to obtain such information; and (g) the Cars will at all times be used in interchange service for commercial or business purposes.

19. Compliance with Sanctions, Anti-Money Laundering, and Anti-Corruption Laws.

(a) Lessee hereby represents and warrants continuously throughout the term of this Lease Agreement that: (i) it is not a Sanctioned Target, (ii) it is not owned or controlled by, or acting on behalf of, a person who is the Sanctioned Target, (iii) it has instituted, maintains, and complies with policies, procedures and controls reasonably designed to assure compliance with Sanctions, Anti-Money Laundering Laws, and Anti-Corruption Laws; and (iv) to the best of Lessee's knowledge, after due care and inquiry, it is not under investigation for an alleged breach of Sanctions, Anti-Money Laundering Laws, or Anti-Corruption Laws by a governmental authority that enforces such laws.

(b) "**Sanctions**" means any and all trade, economic, sectoral, secondary, or financial sanctions or anti-terrorism laws imposed, administered, or enforced by the United Nations Security Council or the government of the United States (including the Department of the Treasury's Office of Foreign Assets Control (OFAC), the Department of State, or the Department of Commerce), or any other jurisdiction in which Lessee is located or operates (collectively, "**Sanctions**"). "**Sanctions Target**" means (i) Persons (including individuals, entities, groups, or governments) on any list of targets identified or designated pursuant to Sanctions, (ii) Persons, countries, or territories that are the target of any territorial or country-based sanctions program, (iii) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target, and (iv) a Person or property that is otherwise the target of sanctions, including vessels, planes, and ships designated under any Sanctions program.

(c) "**Anti-Money Laundering Laws**" means applicable laws or regulations of any jurisdiction in which Lessee is located or doing business that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

(d) "**Anti-Corruption Laws**" means: (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the Lessee is located or doing business.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement as of the date and year first above written.

**LESSOR:**

**LESSEE:**

**WELLS FARGO RAIL CANADA ULC**

**ORIGINAL TRADERS ENERGY LP**

BY: Susan A Barrie

BY: Brian J. Page

NAME: SUSAN A BARRIE

NAME: Brian J. Page

TITLE: SVP SALES - CANADA

TITLE: Vice President



## RIDER NO. 1

Pursuant to that certain Lease Agreement dated as of November 18, 2021 (the "Lease Agreement"), by and between WELLS FARGO RAIL CORPORATION ("Lessor"), a North Carolina corporation, and ORIGINAL TRADERS ENERGY LP ("Lessee") an Ontario limited partnership, this Rider No. 1 dated as of November 30, 2021 ("Rider") incorporates the terms of the Lease Agreement by this reference and together with the Lease Agreement constitutes the "Lease". This Rider is supplemental to, and to be construed in conjunction with, the Lease Agreement; provided in the event that this Rider shall directly conflict with the terms and provisions of the Lease Agreement, this Rider shall control.

CONTRACT NO. OTEL001001SF  
ASSIGNMENT NO. OTEL001

- | No. | Section              | Description  |
|-----|----------------------|--|
| 1.  | Number of Cars:      | Thirty (30)  |
| 2.  | Description of Cars: | Tank Cars (CPC-1232), non-coiled, non-insulated, unlined, 31,800 gallon, 286 GRL, AAR Car Type T109, DOT111A100W1 (individually, a "Car" and collectively, the "Cars").  |
| 3.  | Car Marks / Numbers: | Lessor owned or controlled marks. See attached Exhibit A.  |
| 4.  | Commodity:           | <p>A. Diesel fuel. STCC: 2911331. Gasoline, NEC. STCC: 2911190. Lessee shall provide to Lessor Material Safety Data Sheets (MSDS) for each commodity to be carried in the Cars. Lessee shall not load any of the Cars in excess of the load limits stenciled thereon.</p> <p>B. Lessee shall be responsible for any loss of or damage to any commodity, or to any Car or part thereof caused by the commodity contained therein (including corrosion damage) or incurred in the process of loading or unloading such commodity, or caused by the chemical environment in which any Car is loaded, unloaded or stored.</p> <p>C. In the event Lessee desires to add additional commodities to the Rider, Lessee will need to submit a formal written request to Lessor (including MSDS and STCC) for review. If the additional commodity is confirmed to be suitable for the Cars, the Rider will be amended accordingly.</p> |
| 5.  | Lease Term and Rate: | <p>Lease term of 24 months (the "Term") at the rental rate of US\$425.00 per Car per month (the "Lease Rate"), payable in advance, and is subject to any applicable Goods and Services Tax (GST).</p> <p>The Term with respect to each Car will commence on the first day of the month after the average date of delivery of all of the Cars. Whether or not the Term has commenced, each Car will become subject to the Lease and the Lease Rate will begin accruing on the date of delivery of such Car at the Delivery Location. If any Car is delivered on a day other than the first day of the month, Lessee will pay to Lessor a pro-rated daily Lease Rate for such partial month and any such amounts will be payable on the first day of the following month in arrears.</p>   |

No.	Section	Description
6.	Additional Usage Rental:	For each mile over 30,000 that any Car travels in a calendar year (calculated as the product of (30,000 x days in service) / 365), Lessee shall pay an additional charge of US\$0.04 per Car per mile.
7.	Delivery:	The delivery period for the Cars is anticipated to begin approximately 10-12 weeks after full execution of this Rider and receipt of Lessee's insurance documentation as required under Section 11 of the Lease.
8.	Delivery Location:	Toledo OH (the "Delivery Location")
9.	Delivery Charges:	Transportation charges to the Delivery Location shall be for the account of Lessee.
10.	Maintenance:	<p>A. Maintenance is full service pursuant to the provisions of Section 4 of the Lease Agreement, except Lessee shall be responsible for all service equipment as defined by the AAR and/or FRA which includes, but is not limited to, top and bottom valves, all fittings, valve handles, nozzles, dome cover, cover plate, manways, plugs or caps and chains, and education pipe.</p> <p>B. Lessee shall be responsible for inspecting the Car(s) to ensure that the Car(s) are qualified under and in compliance with the AAR, DOT, FRA, and any other applicable law or regulation. Lessee will promptly notify Lessor of any repairs required for any Car.</p> <p>C. Lessee is responsible for lost or damaged components of any Car due to abuse and shall advise promptly when any Car is in need of the repairs.</p> <p>D. Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor. Lessee shall be responsible for delivering a Certificate of Cleaning for each Car to Lessor upon Lessor's request.</p> <p>E. Without limiting Lessee's obligations under the Lease, Lessee is responsible for maintenance repairs and work required by Cars (i) caused by unfair usage as defined in AAR Interchange Rule 95, or (ii) which was caused by other than ordinary wear and tear.</p>
11.	Return Point:	Cars will be returned to a point designated by Lessor, with all transportation costs for the account of Lessee.
12.	Additional Return Provisions:	<p>A. Cars must be returned in compliance with all maintenance and return requirements set forth herein and in the Lease Agreement.</p> <p>B. Upon return of each Car to Lessor upon expiration, each Car shall be in full compliance with all AAR and FRA Rules and regulations, clean and free from accumulation of lading or debris, suitable for immediate loading by a third party.</p>



- | No.   | Section   | Description   |               |               |   |   |
|---|---|---|---------------|---------------|---|---|
| 13.   | Loss Value:   | Loss Value will be the settlement value payment pursuant to Rule 107 of the Field Manual of the AAR Interchange Rules.  |               |               |   |   |
| 14.   | Lease Amendments:   | <p>Section 11 of the Lease Agreement is deleted in its entirety and replaced with the following for this Rider:</p> <p>“Lessee shall maintain with reputable and financially responsible insurance companies (i) commercial general liability insurance against liability and claims for injuries to persons or property damage including, hazardous materials transportation, pollution or otherwise, against liability and claims for injuries to persons (including injuries resulting in death), and environmental restoration in a combined single limit of not less than \$10 million per occurrence or such greater amount as maintained by Lessee with respect to other cars owned or leased by it; (ii) physical damage insurance relating to loss of or damage to the Cars in such amounts as acceptable to Lessor; and (iii) any additional insurance required by Applicable Law. All such insurance shall contain such endorsements as reasonably required by Lessor, shall provide not less than thirty (30) days’ prior written notice of any intended cancellation or material change in coverages and shall name Lessor as loss payee with respect to any physical damage policy and as an additional insured with respect to the commercial general liability policy. Lessee shall provide evidence of compliance herewith upon reasonable request.”</p> |               |               |   |   |
| 15.   | Special Items:  | <p>A. <u>Cleaning and Disposal of Commodity.</u> Without limiting Lessee’s obligations under the Lease, Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor.</p> <p>B. <u>Month to Month.</u> Upon expiration, the Term shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notification by one to the other.</p>  |               |               |   |   |
| 16.   | Addressing of Notices:  | <table border="0"><tr><td data-bbox="245 1478 389 1512">if to Lessor:</td><td data-bbox="755 1478 899 1512">if to Lessee:</td></tr><tr><td data-bbox="245 1541 657 1776">Wells Fargo Rail Corporation<br/>9377 W. Higgins Road, Suite 600<br/>Rosemont, Illinois 60018<br/>Attention: Contract Administrator<br/>Telephone: (847) 318-7575<br/>Telecopier: (847) 318-7588<br/>Email: wfrlegal@wellsfargo.com</td><td data-bbox="755 1541 1291 1776">Original Traders Energy LP<br/>A-1110 Highway 54, Unit A<br/>Caledonia, Ontario N3W 2G9<br/>Attention: Brian J. Page<br/>Telephone: (519) 512-2245<br/>Email: brian.page@originaltradersenergy.com</td></tr></table>  | if to Lessor: | if to Lessee: | Wells Fargo Rail Corporation<br>9377 W. Higgins Road, Suite 600<br>Rosemont, Illinois 60018<br>Attention: Contract Administrator<br>Telephone: (847) 318-7575<br>Telecopier: (847) 318-7588<br>Email: wfrlegal@wellsfargo.com | Original Traders Energy LP<br>A-1110 Highway 54, Unit A<br>Caledonia, Ontario N3W 2G9<br>Attention: Brian J. Page<br>Telephone: (519) 512-2245<br>Email: brian.page@originaltradersenergy.com |
| if to Lessor:   | if to Lessee:   |   |               |               |   |   |
| Wells Fargo Rail Corporation<br>9377 W. Higgins Road, Suite 600<br>Rosemont, Illinois 60018<br>Attention: Contract Administrator<br>Telephone: (847) 318-7575<br>Telecopier: (847) 318-7588<br>Email: wfrlegal@wellsfargo.com | Original Traders Energy LP<br>A-1110 Highway 54, Unit A<br>Caledonia, Ontario N3W 2G9<br>Attention: Brian J. Page<br>Telephone: (519) 512-2245<br>Email: brian.page@originaltradersenergy.com |   |               |               |   |   |





No. Section Description

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

if to Lessor:

if to Lessee:

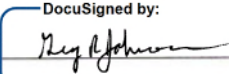
Wells Fargo Rail Corporation  
9377 W. Higgins Rd., Ste. 600  
Rosemont, Illinois 60018  
Attention: Mechanical Administrator  
Telephone: (847) 318-7575  
Telecopier: (847) 318-7588  
Email: [wfraccounservices@wellsfargo.com](mailto:wfraccounservices@wellsfargo.com)

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

Executed and delivered as of December 2nd, 2021, as a Rider to and part of the Lease Agreement.

**LESSOR:**

WELLS FARGO RAIL CORPORATION

SIGN: 

NAME: Greg R. Johnson

TITLE: Senior Vice President

**LESSEE:**

ORIGINAL TRADERS ENERGY LP

SIGN: 

NAME: Brian J. Page

TITLE: Vice President

(OTEL001)



EXHIBIT A - RIDER NO. 1

CAR NUMBERS

No.	Car Mark	Car Number
1	WFRX	132214
2	WFRX	132215
3	WFRX	132226
4	WFRX	132224
5	WFRX	132220
6	WFRX	132244
7	WFRX	132203
8	WFRX	132208
9	WFRX	132206
10	WFRX	132237
11	WFRX	132227
12	WFRX	132204
13	WFRX	132245
14	WFRX	132217
15	WFRX	132243
16	WFRX	132241
17	WFRX	132248
18	WFRX	132242
19	WFRX	132235
20	WFRX	132212
21	WFRX	132223
22	WFRX	132210
23	WFRX	132216
24	WFRX	132232
25	WFRX	132207
26	WFRX	132205
27	WFRX	132202
28	WFRX	132225
29	WFRX	132213
30	WFRX	132239



## RIDER NO. 2

Pursuant to that certain Lease Agreement dated as of November 18, 2021 (the "Lease Agreement"), by and between WELLS FARGO RAIL CORPORATION ("Lessor"), a North Carolina corporation, and ORIGINAL TRADERS ENERGY LP ("Lessee") an Ontario limited partnership, this Rider No. 2 dated as of January 24, 2022 ("Rider") incorporates the terms of the Lease Agreement by this reference and together with the Lease Agreement constitutes the "Lease". This Rider is supplemental to, and to be construed in conjunction with, the Lease Agreement; provided in the event that this Rider shall directly conflict with the terms and provisions of the Lease Agreement, this Rider shall control.

CONTRACT NO. OTEL001002SF  
ASSIGNMENT NO. OTEL002

No.	Section	Description
1.	Number of Cars:	Twenty (20)
2.	Description of Cars:	Tank Cars (CPC-1232), non-coiled, non-insulated, unlined, 31,800 gallon, 286 GRL, AAR Car Type T109, DOT111A100W1 (individually, a "Car" and collectively, the "Cars")
3.	Car Marks / Numbers:	Lessor owned or controlled marks. See attached Exhibit A.
4.	Commodity:	<p>A. DIESEL FUEL. STCC: 2911331. GASOLINE, NEC, STCC: 2911190. Lessee shall provide to Lessor Material Safety Data Sheets (MSDS) for each commodity to be carried in the Cars. Lessee shall not load any of the Cars in excess of the load limits stenciled thereon.</p> <p>B. Lessee shall be responsible for any loss of or damage to any commodity, or to any Car or part thereof caused by the commodity contained therein (including corrosion damage) or incurred in the process of loading or unloading such commodity, or caused by the chemical environment in which any Car is loaded, unloaded or stored.</p> <p>C. In the event Lessee desires to add additional commodities to the Rider, Lessee will need to submit a formal written request to Lessor (including MSDS and STCC) for review. If the additional commodity is confirmed to be suitable for the Cars, the Rider will be amended accordingly.</p>
5.	Lease Term and Rate:	<p>Lease term of approximately 22 months expiring on December 31, 2023 (the "Term") at the rental rate of US\$425.00 per Car per month (the "Lease Rate"), payable in advance, and is subject to any applicable Goods and Services Tax (GST).</p> <p>The Term with respect to each Car will commence on the first day of the month after the average date of delivery of all of the Cars. Whether or not the Term has commenced, each Car will become subject to the Lease and the Lease Rate will begin accruing on the date of delivery of such Car at the Delivery Location. If any Car is delivered on a day other than the first day of the month, Lessee will pay to Lessor a pro-rated daily Lease Rate for such partial month and any such amounts will be payable on the first day of the following month in arrears.</p>
6.	Additional Usage Rental:	For each mile over 30,000 that any Car travels in a calendar year (calculated as the product of (30,000 x days in service) / 365), Lessee shall pay an additional charge of US\$0.04 per Car per mile.



- | No. | Section                       | Description   |
|-----|-------------------------------|---|
| 7.  | Delivery:                     | The delivery period for the Cars is anticipated to begin approximately 4-6 weeks after full execution of this Rider and receipt of Lessee's insurance documentation as required under Section 11 of the Lease Agreement.  |
| 8.  | Delivery Location:            | Toledo, OH (the "Delivery Location")  |
| 9.  | Delivery Charges:             | Transportation charges to the Delivery Location shall be for the account of Lessee.   |
| 10. | Maintenance:                  | <p>A. Maintenance is full service pursuant to the provisions of Section 4 of the Lease Agreement, except Lessee shall be responsible for all service equipment as defined by the AAR and/or FRA which includes, but is not limited to, top and bottom valves, all fittings, valve handles, nozzles, dome cover, cover plate, manways, plugs or caps and chains, and education pipe.</p> <p>B. Lessee shall be responsible for inspecting the Car(s) to ensure that the Car(s) are qualified under and in compliance with the AAR, DOT, FRA, and any other applicable law or regulation. Lessee will promptly notify Lessor of any repairs required for any Car.</p> <p>C. Lessee is responsible for lost or damaged components of any Car due to abuse and shall advise promptly when any Car is in need of the repairs.</p> <p>D. Lessee shall at all times be responsible for cleaning and proper disposal of the commodity and commodity residue from the Cars and shall pay for all such cleaning. Lessee agrees to forward the Cars, cleaned and free of residue, to shops designated by Lessor for repairs, inspections and/or testing that may not be the responsibility of Lessee, as may be directed by Lessor. Lessee shall be responsible for delivering a Certificate of Cleaning for each Car to Lessor upon Lessor's request.</p> <p>E. Without limiting Lessee's obligations under the Lease, Lessee is responsible for maintenance repairs and work required by Cars (i) caused by unfair usage as defined in AAR Interchange Rule 95, or (ii) which was caused by other than ordinary wear and tear.</p> |
| 11. | Return Point:                 | Cars will be returned to a point designated by Lessor, with all transportation costs for the account of Lessee.   |
| 12. | Additional Return Provisions: | <p>A. Cars must be returned in compliance with all maintenance and return requirements set forth herein and in the Lease Agreement.</p> <p>B. Upon return of each Car to Lessor upon expiration, each Car shall be in full compliance with all AAR and FRA Rules and regulations, clean and free from accumulation of lading or debris, suitable for immediate loading by a third party.</p>  |
| 13. | Loss Value:                   | Loss Value will be the settlement value payment pursuant to Rule 107 of the Field Manual of the AAR Interchange Rules.  |
| 14. | Lease Amendments:             | <p>Section 11 of the Lease Agreement is deleted in its entirety and replaced with the following for this Rider:</p> <p>"Lessee shall maintain with reputable and financially responsible insurance companies (i) commercial general liability insurance against liability and claims for injuries to persons or property damage including, hazardous materials transportation, pollution or otherwise, against liability and claims for injuries to persons (including injuries resulting in death), and</p>  |

