

**ENTERED**

C5079



COURT FILE NUMBER 2201-02948  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF/APPLICANT CROWN CAPITAL PARTNER FUNDING, LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.  
DEFENDANT/RESPONDENT RBee AGGREGATE CONSULTING LTD.  
DOCUMENT **AFFIDAVIT OF TIM OLDFIELD - BANKRUPTCY APPLICATION**

COM  
May 2, 2022  
Justice Campbell

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
MLT Aikins LLP  
Barristers and Solicitors  
2100 - 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4  
Phone: (403) 693-5420  
Fax: (403) 508-4349  
Attention: Ryan Zahara  
File: 0151020.00013

I hereby certify this to be a true copy of the original Affidavit

Dated this 4 day of May 2022  
  
for Clerk of the Court

**AFFIDAVIT OF TIM OLDFIELD**  
**Sworn on April 29, 2022**

I, Tim Oldfield, of the City of Toronto, in the Province of Ontario, **SWEAR AND SAY THAT:**

1. I am a Managing Director of Crown Private Credit Partners Inc. ("CPCP"), the manager of Crown Capital Partner Funding, LP (formerly, Crown Capital Fund IV, LP) (the, "**Fund**" and together with CPCP, "**Crown Capital**"). CPCP is a specialty finance company which manages certain investment funds, including the Fund. I have been directly involved with the accounts of RBee Aggregate Consulting Ltd. ("**RBee**") and have personal knowledge of the facts and matters deposed to in this Affidavit, except where stated to be based upon information, in which case I believe the same to be true.
2. I am authorized to make this Affidavit on behalf of Crown Capital.
3. The background to this matter and a description of the parties can be found in my Affidavit sworn on March 7, 2022 (the "**Receivership Affidavit**") and filed in this Action.

4. The Receivership Affidavit is attached as **Exhibit "A"** hereto and I adopt and rely on the contents of the Receivership Affidavit for the purposes of this application to obtain a bankruptcy order against RBee.
5. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Receivership Affidavit.

#### The Bankruptcy Application

6. RBee defaulted under the terms of the Amended Note. Crown Capital issued the RBee Demand on March 7, 2022.
7. As of March 7, 2022, the amount due and owing by the Bankrupt to Crown Capital under the Amended Note was **\$22,734,432.15** (excluding legal costs and per diem interest).
8. Despite the issuance of the RBee Demand, RBee failed to pay the debt obligations owing to Crown Capital by March 17, 2022, or at all.
9. On March 14, 2022 the Court appointed FTI Consulting Canada Inc. ("**FTI**") as receiver (the "**Receiver**") of RBee. Attached as **Exhibit "B"** is a copy of the Receivership Order of the Honourable Justice A.D. Grosse granted and filed on March 14, 2022.
10. Attached and marked as **Exhibit "C"** is a copy of the Receiver's First Report dated April 29, 2022 (the "**First Report**").
11. I have reviewed the information in the First Report and adopt and rely upon the evidence contained therein for the purposes of this bankruptcy application brought by Crown Capital against RBee.

#### Basis for Application

12. As of the date of this Affidavit, and despite the RBee Demand, RBee has paid no part of its outstanding obligations.



13. Based on the facts outlined above, I believe that the debt owing by RBee to Crown Capital amounts to at least \$1,000.00 and that RBee has ceased to meet its liabilities generally as they become due.
14. Crown Capital values its security at \$21,000,000 and expects to suffer a shortfall of at least \$1,000,000.00 on its recovery of the Outstanding Indebtedness from RBee.
15. RBee has a significant number of unsecured creditors who have not been paid and are not likely to receive any payment through the receivership proceedings. Attached hereto and marked as **Exhibit "D"** is a copy of the list of creditors of RBee prepared by the Receiver.
16. I believe that the immediate appointment of a Trustee in Bankruptcy pursuant to section 43 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, is appropriate in the circumstances, and necessary to protect the interests of Crown Capital as an unsecured creditor.
17. FTI Consulting Canada Inc., in the Province of Alberta, is qualified to act as the Trustee of the property of RBee and has consented and agreed to act as such. Attached hereto and marked as **Exhibit "E"** is a copy of the executed Consent to Act.
18. I swear this Affidavit in support of an application for an Order adjudging RBee bankrupt and appointing a Trustee in Bankruptcy of the bankrupt's estate.

SWORN before me at the City of Calgary in the )  
Province of Alberta, this 29<sup>th</sup> day of April 2022 )

\_\_\_\_\_  
A Commissioner of Oaths in and for the Province )  
of Alberta )

\_\_\_\_\_  
Tim Oldfield

This affidavit was sworn using video technology as Tim Oldfield was not physically present before the Commissioner, but was linked with the Commissioner utilizing video technology.

COURT FILE NUMBER	2201-02948
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
PLAINTIFF	CROWN CAPITAL PARTNER FUNDING, LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.
DEFENDANTS	RBee AGGREGATE CONSULTING LTD.
<b>DOCUMENT</b>	<b>CERTIFICATE OF REMOTE COMMISSIONING</b>
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT AIKINS LLP Barristers and Solicitors 2100, 222 3 Ave SW Calgary, AB T2P 0B4 Attention: Ryan Zahara Phone: 403.693.5420 Fax: 403.508.4349 File: 0151020.00013

**Document commissioned by a Lawyer during a Public Emergency Period**

1. I, **Brian Catalano**, being a lawyer in and for the Province of Alberta, certify that in witnessing and commissioning the within Affidavit of Tim Oldfield executed by the affiant herein, on April 29, 2022.
2. I have complied with the requirements and conditions as outlined in the Notice to the Profession and Public-Remote Commissioning 2020-02 by the Court of Queen's Bench of Alberta on March 25, 2020.
3. I am satisfied that a two-way video conferencing was necessary because it was impossible or unsafe, for medical reasons, for the affiant and the commissioner to be physically present together.
4. I witnessed the signature in a single session during which I was able at all times to *see and hear* the affiant signing the Affidavit by electronic means.

5. I am satisfied that the affiant as named in the Affidavit is who the person purports to be.
6. I received from the deponent the signed affidavit together with the exhibits by electronic means.
7. I have maintained in my files, the signed affidavit with my signature as a commissioner for oaths, and I have requested that the affiant provide to me the affidavit containing the affiant's original signature.

Dated this 29 day of April, 2022

  
\_\_\_\_\_  
(Signature of lawyer)

**Brian Catalano**  
\_\_\_\_\_  
(Print or type lawyer's name)

This affidavit was sworn using video technology as Tim Oldfield was not physically present before the Commissioner of Oaths but was linked with the Commissioner of Oaths utilizing video technology. The process for remote commissioning of affidavits was thoroughly followed as outlined in the Notice to the Profession and Public – Remote Commissioning 2020-02 by the Court of Queen's Bench on March 25, 2020.



Clerk's Stamp

COURT FILE NUMBER 2201-02948

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF/APPLICANT CROWN CAPITAL PARTNER FUNDING, LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.

DEFENDANT/RESPONDENT RBee AGGREGATE CONSULTING LTD.

DOCUMENT **AFFIDAVIT OF TIM OLDFIELD – BANKRUPTCY APPLICATION**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT MLT Aikins LLP  
Barristers and Solicitors  
2100 - 222 3rd Avenue SW  
Calgary, Alberta T2P 0B4  
Phone: (403) 693-5420  
Fax: (403) 508-4349  
Attention: Ryan Zahara  
File: 0151020.00013

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**Sworn on April 29, 2022**

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2. I am authorized to make this Affidavit on behalf of Crown Capital.
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4. The Receivership Affidavit is attached as **Exhibit "A"** hereto and I adopt and rely on the contents of the Receivership Affidavit for the purposes of this application to obtain a bankruptcy order against RBee.
5. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Receivership Affidavit.

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7. As of March 7, 2022, the amount due and owing by the Bankrupt to Crown Capital under the Amended Note was **\$22,734,432.15** (excluding legal costs and per diem interest).
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9. On March 14, 2022 the Court appointed FTI Consulting Canada Inc. ("**FTI**") as receiver (the "**Receiver**") of RBee. Attached as **Exhibit "B"** is a copy of the Receivership Order of the Honourable Justice A.D. Grosse granted and filed on March 14, 2022.
10. Attached and marked as **Exhibit "C"** is a copy of the Receiver's First Report dated April 29, 2022 (the "**First Report**").
11. I have reviewed the information in the First Report and adopt and rely upon the evidence contained therein for the purposes of this bankruptcy application brought by Crown Capital against RBee.

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12. As of the date of this Affidavit, and despite the RBee Demand, RBee has paid no part of its outstanding obligations.

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16. I believe that the immediate appointment of a Trustee in Bankruptcy pursuant to section 43 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, is appropriate in the circumstances, and necessary to protect the interests of Crown Capital as an unsecured creditor.
17. FTI Consulting Canada Inc., in the Province of Alberta, is qualified to act as the Trustee of the property of RBee and has consented and agreed to act as such. Attached hereto and marked as **Exhibit "E"** is a copy of the executed Consent to Act.
18. I swear this Affidavit in support of an application for an Order adjudging RBee bankrupt and appointing a Trustee in Bankruptcy of the bankrupt's estate.

SWORN before me at the City of Calgary in the )  
 Province of Alberta, this 29<sup>th</sup> day of April 2022 )

  
 \_\_\_\_\_  
 A Commissioner of Oaths in and for the Province )  
 of Alberta )

\_\_\_\_\_ )  
 Tim Oldfield

**BRIAN C. CATALANO**  
**BARRISTER & SOLICITOR**

This affidavit was sworn using video technology as Tim Oldfield was not physically present before the Commissioner, but was linked with the Commissioner utilizing video technology.



THIS IS EXHIBIT "A" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 29<sup>th</sup> DAY OF APRIL 2022



\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**BRIAN C. CATALANO**  
**BARRISTER & SOLICITOR**

COURT FILE NUMBER: 2201-  
COURT COURT OF QUEEN'S BENCH  
OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT CROWN CAPITAL PARTNER FUNDING, LP, by its  
manager, CROWN PRIVATE CREDIT PARTNERS  
INC.  
RESPONDENTS RBee AGGREGATE CONSULTING LTD.  
DOCUMENT: **AFFIDAVIT (Appointment of Receiver)**  
ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT MLT AIKINS LLP  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, AB T2P 0B4  
Telephone: 403.693.5420/4347  
Fax: 403.508.4349  
Attention: Ryan Zahara/Catrina Webster  
File: 0151020.00013

**AFFIDAVIT OF TIM OLDFIELD**

**Sworn on March 7, 2022**

I, Tim Oldfield, of the City of Toronto, in the Province of Ontario, **SWEAR AND SAY THAT:**

1. I am a Managing Director of Crown Private Credit Partners Inc. ("**CPCP**"), the manager of Crown Capital Partner Funding, LP (formerly, Crown Capital Fund IV, LP) (the, "**Fund**" and together with CPCP, "**Crown Capital**"). CPCP is a specialty finance company which manages certain investment funds, including the Fund. I have been directly involved with the accounts of RBee Aggregate Consulting Ltd. ("**RBee**") and have personal knowledge of the facts and matters deposed to in this Affidavit, except where stated to be based upon information, in which case I believe the same to be true.

2. I am authorized to make this Affidavit on behalf of Crown Capital.

**A. OVERVIEW**

3. CPCP is a company incorporated pursuant to the laws of the Province of Alberta.

4. The Fund is a limited partnership formed pursuant to the laws of the Province of Alberta.

5. RBee Aggregate Consulting Ltd. is a company incorporated pursuant to the laws of the Province of Alberta with its registered office in the City of Calgary in the Province of Alberta. RBee provides gravel crushing services in the Province of Alberta and the 100% voting shareholder of RBee is the Fund. Attached hereto and marked as **Exhibit "A"** is a copy of an Alberta Corporate Registry search for RBee.
6. Pursuant to an Assignment and Assumption Agreement dated November 9, 2017 (the "**Assignment Agreement**"), RBee assumed certain indebtedness in the principal amount of \$17,255,000.00 (as adjusted, the "**Assumed Indebtedness**") owing by Petrowest Corporation and its related entities (collectively, the "**Petrowest Entities**") to the Fund, as consideration for the purchase of certain assets out of the receivership of the Petrowest Entities by RBee (the "**Transaction**"). Attached hereto and marked as **Exhibit "B"** is a copy of the Assignment Agreement.
7. RBee's obligation to repay the Assumed Indebtedness was further evidenced by a Promissory Note issued by RBee in favour of the Fund and dated November 9, 2017 (the "**Original Note**"). Attached hereto and marked as **Exhibit "C"** is a copy of the Original Note.
8. The Assumed Indebtedness was subject to further adjustment upon closing of the Transaction and, as a result of the completion of such adjustments, the Original Note was amended and restated in its entirety by an Amended and Restated Promissory Note effective as of November 9, 2017 (the "**Amended Note**") reflecting, *inter alia*, the adjusted Assumed Indebtedness of \$18,807,490.10. Attached hereto and marked as **Exhibit "D"** is a copy of the Amended Note.
9. Crown Capital believes that the liquidation and distribution of the assets of RBee will most efficiently be completed by a receiver. Accordingly, Crown Capital is making this application to appoint a receiver over the assets, property, and undertakings of RBee pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**").



## B. THE CREDIT FACILITY

10. The indebtedness outstanding under the Amended Note, exclusive of legal and professional fees, costs, charges, disbursements, and expenses incurred by Crown Capital prior to or after March 7, 2022, is calculated as follows (collectively, the "Outstanding Indebtedness"):

	Amount in CAD\$ as of March 7, 2022
Principal (Assumed Indebtedness)	\$18,807,490.10
Accrued Interest	\$3,926,942.05
<b>TOTAL</b>	<b>\$22,734,432.15</b>
Per Diem	\$5,817.11

11. The Outstanding Indebtedness is repayable by RBee on demand from Crown Capital and is accruing interest at the rate of 12% per annum as set out in the Amended Note.

## C. THE SECURITY

12. As security for all amounts owing by RBee to Crown Capital, on November 9, 2017, RBee granted a General Security Agreement in favour of Crown Capital (the "GSA" or the "Security"). Attached hereto and marked as **Exhibit "E"** is a copy of the GSA.
13. On November 9, 2017, Crown Capital registered the GSA against RBee at the Alberta Personal Property Registry ("PPR"). Attached hereto and marked as **Exhibit "F"** is a copy of the Alberta PPR search report in respect of RBee dated March 3, 2022.

## D. PRIORITY AGREEMENT

14. On November 9, 2017, Canadian Western Bank ("**CWB**"), Crown Capital and RBee entered into a Priority, Postponement, Subordination and Standstill Agreement (the "**Priority Agreement**"). Attached hereto and marked as **Exhibit "G"** is a copy of the Priority Agreement.
15. Pursuant to the Priority Agreement, the parties agreed that, subject to the terms and conditions thereof, the obligations of RBee to Crown Capital under the Amended Note and Security would be postponed and subordinated to RBee's obligations to CWB under RBee's loan agreement and security granted in favour of CWB.

16. Article 5 of the Priority Agreement precludes Crown Capital from appointing a receiver unless CWB provides a written waiver under Section 7.7 consenting to Crown Capital taking steps to appoint a receiver. However, as discussed below, Crown Capital anticipates receiving a waiver from CWB pursuant to Section 7.7 of the Priority Agreement.

#### **E. EVENTS LEADING UP TO RECEIVERSHIP APPLICATION**

17. RBee's primary business is the operation of gravel crushing equipment in various pits across Alberta and British Columbia. RBee is a seasonal business that generally operates from April to the onset of winter. In the winter it lays off most of its seasonal employees.
18. RBee's assets and equipment are spread out over 8 locations with some being located at the gravel pit sites themselves and others being held at third-party locations. Attached hereto and marked as **Exhibit "H"** is a copy of a map showing all of the RBee locations.
19. The three major equipment types owned by RBee are Aggregate Handling Equipment, Crushing Equipment and Wheel Loaders. There is some equipment that RBee leased from other entities, including Komatsu Financing.
20. RBee has full spreads or gravel plants (collectively, the "**Plants**") in three locations: Site C Pit (RMC) located in Fort St. John, British Columbia ("**Site C**"), Windfall Pit located in Whitecourt/Windfall, Alberta ("**Windfall**"), and the Vogel Pit (Taverner) located in Rocky Rapids, Alberta ("**Vogel**"). Equipment located on the Plants are all subject to ongoing contracts or agreements whereby RBee equipment is used to crush and/or wash gravel.
21. Additionally, RBee has other equipment located at its other locations, including leased yards and on the property of third parties.
22. The assets, equipment and Plants of RBee have a net book value of approximately \$43,100,000. Attached hereto and marked as **Exhibit "I"** is a copy of the most recent financial statements for RBee dated April 30, 2021.
23. RBee currently has approximately \$8,200,000 in outstanding accounts receivable (the "**AR**"). Significant portions of the AR is aged greater than 90 days and is highly concentrated in a small number of larger customers.

24. CWB provides operating financing to RBee and CWB has indicated that it is capping the operating line of RBee at \$7,900,000. RBee does not have further access to funds to pay its ongoing operational expenses. Crown Capital is not prepared to provide any additional funding to RBee for its operational expenses outside of a receivership proceeding.

**a. CHANGE IN OWNERSHIP**

25. On February 23, 2022, 2069328 Alberta Ltd. ("**206 Alberta**") sold its 50% interest in RBee to RBee (and that share was subsequently cancelled), which transaction was evidenced by a Business Division Agreement (the "**BDA**") dated February 23, 2022 among Crown Capital, 206 Alberta, RBee, A-1 Quality Belting Ltd. ("**A-1**"), Bernie Reed and David Howells ("**Howells**"). Attached hereto and marked as **Exhibit "J"** is a copy of the BDA.

26. Pursuant to the terms of the BDA, on February 23, 2022, Crown Capital also became the 100% voting shareholder of RBee and 206 Alberta no longer had any ownership interest in Rbee.

27. The BDA also provided for a sale of certain assets by RBee to A-1 that resulted in gross proceeds of approximately \$3,622,900 (plus GST) (the "**BDA Proceeds**"), the resignation of Reed and Howells as directors and officers of RBee, termination of a personnel arrangement with Howells, execution of a consulting agreement with Howells, among other things. The BDA Proceeds were used to reduce RBee's indebtedness to CWB.

28. The BDA contains confidential and commercially sensitive information regarding the price paid by A-1 for certain assets and equipment of RBee, the disclosure of this information would be detrimental and could have a material effect on the marketing of the assets and equipment and any sales process that might be conducted by the proposed Receiver should it be appointed over the assets and equipment of RBee. Accordingly, I believe that it is necessary that the BDA be sealed on the Court record until a sale of all of the equipment and assets of RBee is completed by the proposed Receiver.

29. After completion of the steps outlined in the BDA, RBee has 3 employees and no senior management remaining. Howells continues to provide services through the consulting agreement but is no longer the VP Operations. There remains a couple of staff available



to assist in moving equipment at the main location in Gibbons, Alberta (the "**Head Office**") and maintaining the equipment at that location. However, this staff is not sufficient to centralize and collect all other equipment at the other locations, including dealing with any third parties where equipment is being stored.

**b. UNPAID CRA LIABILITIES**

30. To the best knowledge of Crown Capital, as of March 7, 2022, RBee has estimated outstanding liabilities owing to the Canada Revenue Agency (the "**CRA**") for unpaid source deductions (\$2,247,000) and outstanding GST remittance (\$543,000) in the amount of \$2,790,000.00.
31. Due to improper and inadequate accounting, the amount owing to the CRA is an estimate only. Since assuming 100% ownership of RBee on February 23, 2022 under the BDA, Crown Capital has engaged FTI to further investigate and identify the amounts owing to the CRA.

**c. LEASE OF HEAD OFFICE**

32. RBee operated its business out of the Head Office which is a commercial property located in Sturgeon County, Alberta, which RBee leased from 1258311 Alberta Ltd. ("**125 Alberta**") pursuant to a commercial lease agreement dated November 1, 2017 (the "**Lease Agreement**"). Attached hereto and marked as **Exhibit "K"** is a copy of the corporate search for 125 Alberta.
33. To the best knowledge of Crown Capital, as of March 7, 2022, the Lease Agreement remains current and in good standing. However, Crown Capital has concerns that the landlord could take action to try and terminate the Lease Agreement as 125 Alberta is controlled by the former principle of RBee who also has assets stored at that location.
34. The books and records of RBee are also located at the Head Office.

**F. DEMAND AND NOTICE OF INTENTION TO ENFORCE SECURITY**

35. On March 7, 2022, Crown Capital issued a demand letter and Notice of Intention to enforce its security pursuant to section 244 of the BIA to RBee (the "**RBee Demand**"), which

required payment in full of the Outstanding Indebtedness. Attached hereto and marked as **Exhibit “L”** is a copy of the RBee Demand.

36. Also on March 7, 2022, RBee provided an executed waiver of the 10-day period required pursuant to section 244 of the BIA (the **“RBee Waiver”**). Attached hereto and marked as **Exhibit “M”** is a copy of the RBee Waiver.
37. Following the issuance of the RBee Demand, on March 7, 2022, CWB executed a waiver as required under the Priority Agreement (the **“CWB Waiver”**). Pursuant to the CWB Waiver, CWB consented to Crown Capital’s application to appoint a Receiver over the property, assets and undertakings of RBee in accordance with Section 7.7 of the Priority Agreement. Attached hereto and marked as **Exhibit “N”** is a copy of the CWB Waiver.
38. RBee has been and remains unable to pay the entire amount of the Outstanding Indebtedness that is due and owing to Crown Capital. The failure of RBee to pay amounts owed to Crown Capital on demand is an Event of Default pursuant to the terms of the GSA.
39. The GSA provides that, upon an Event of Default by RBee, Crown Capital is entitled to, among other things, apply for the appointment of a receiver.


#### **G. NECESSITY OF THE APPOINTMENT OF A RECEIVER**

40. RBee is unable to meet its obligations generally as they become due, is no longer able to make payments to its creditors, and no longer has any liquidity to fund the ongoing operations of its business. Crown Capital is the fulcrum creditor of RBee and has obtained a waiver from CWB under the Priority Agreement in order to allow it to proceed with this application to realize upon its Security.
41. RBee has equipment located across Alberta and British Columbia at multiple locations. RBee does not have any senior management or the necessary personnel to coordinate the collection and sale of its property and equipment in an efficient and cost effective fashion.

42. In order to obtain the best possible price for the equipment and assets of RBee, it is necessary that a sales process be commenced and completed as soon as possible. RBee does not have the necessary employees or resources to efficiently and effectively complete a liquidation of its assets, property and undertakings. An efficient and timely sales process is also necessary if any of the Plants can be sold as a going concern where they are currently located as operations will need to begin again sometime in April.
43. Crown Capital believes that the appointment of the Receiver will be the most effective and efficient way to realize on the value of the remaining assets of RBee and minimize the costs associated with this process.
44. As a result of the foregoing, I believe that the appointment of a receiver pursuant to section 243 of the BIA over the assets, undertakings, and properties of RBee is just and convenient and necessary to protect the interests of Crown Capital and to preserve and realize on the Security in an orderly fashion.
45. I believe that a Receiver is needed to preserve the collateral that is subject to Crown Capital's Security.
46. The Receiver has consented to act as receiver of RBee. Attached hereto and marked as **Exhibit "O"** is an executed copy of the Consent to Act.
47. I believe it is appropriate in all of the circumstances that the Receiver be appointed over the assets, undertakings and properties of RBee pursuant to section 243 of the BIA.

48. I swear this Affidavit in support of Crown Capital's Application for the appointment of a receiver in respect of RBee.

SWORN before me at the City of Calgary in the )  
Province of Alberta, this 7<sup>th</sup> day of March 2022 )

  
\_\_\_\_\_  
A Commissioner of Oaths in and for the Province )  
of Alberta )

**KAITLIN H. WARD**  
**BARRISTER & SOLICITOR**

  
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SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022



---

A Commissioner for Oaths in and for the Province of Alberta

**KAITLIN H. WARD**  
**BARRISTER & SOLICITOR**

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/03/03  
 Time of Search: 01:11 PM  
 Search provided by: MLT AIKINS LLP (CALGARY)  
 Service Request Number: 37158221  
 Customer Reference Number: 0151020.00013

**Corporate Access Number:** 2020684854  
**Business Number:** 788842680  
**Legal Entity Name:** RBEE AGGREGATE CONSULTING LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Named Alberta Corporation  
**Registration Date:** 2017/09/13 YYYY/MM/DD

**Registered Office:**  
**Street:** 2100, 222 - 3 AVENUE SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P0B4

**Records Address:**  
**Street:** 2100, 222 - 3 AVENUE SW  
**City:** CALGARY  
**Province:** ALBERTA  
**Postal Code:** T2P0B4

**Email Address:** CAL\_CORPFILING@MLTAIKINS.COM

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
HAHN	CHRIS		MLT AIKINS LLP	2100, 222 - 3 AVENUE SW	CALGARY	ALBERTA	T2P0B4	CAL_CORPFILING@MLTAIKINS.COM

**Directors:**

**Last Name:** JOHNSON  
**First Name:** CHRISTOPHER  
**Street/Box Number:** 333 BAY STREET, SUITE 2730  
**City:** TORONTO  
**Province:** ONTARIO

**000020**



**Postal Code:** M5H2R2  
**Last Name:** OLDFIELD  
**First Name:** TIMOTHY  
**Street/Box Number:** 4211 SPRUCE AVENUE  
**City:** BURLINGTON  
**Province:** ONTARIO  
**Postal Code:** L7L1L1

**Voting Shareholders:**

**Last Name:** CROWN CAPITAL PARTNER FUNDING, LP  
**Street:** 333 BAY STREET, SUITE 2730  
**City:** TORONTO  
**Province:** ONTARIO  
**Postal Code:** M5H2R2  
**Percent Of Voting Shares:** 100

**Details From Current Articles:**

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO.  
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO.  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO.

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2022/02/24

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
2017/09/13	Incorporate Alberta Corporation
2019/04/15	Change Address
2020/02/22	Update BN
2021/06/30	Change Agent for Service

**000021**

2022/02/24	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/02/24	Change Director / Shareholder

**Attachments:**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded (YYYY/MM/DD)</b>
<a href="#">Share Structure</a>	ELECTRONIC	2017/09/13
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2017/09/13
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2017/09/13
Statutory Declaration Notice Error	10000907122131876	2017/09/27

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



**THIS IS EXHIBIT "B" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



---

**A Commissioner for Oaths in and for the Province of Alberta**

**KATLIN H. WARD  
BARRISTER & SOLICITOR**

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Crown Debt)**

This Assignment and Assumption Agreement is made as of the 9 day of November, 2017;

BETWEEN:

**ERNST & YOUNG INC., SOLELY IN ITS CAPACITY AS THE RECEIVER OF THE UNDERTAKING, PROPERTY AND ASSETS OF PETROWEST CORPORATION, PETROWEST GP LTD., PETROWEST CIVIL SERVICES LP, PETROWEST CONSTRUCTION LP, PETROWEST TRANSPORTATION LP, PETROWEST SERVICES RENTALS LP, PETROWEST ENVIRONMENTAL SERVICES LP, TRANS CARRIER LTD. AND CJM TRUCKING LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY (the "Assignor");**

AND:

**RBEE AGGREGATE CONSULTING LTD., a body corporate incorporated under the laws of the Province of Alberta (the "Assignee");**

AND:

**CROWN CAPITAL FUND IV, LP, a limited partnership formed under the laws of the Province of Alberta (the "Lender");**

**WHEREAS:**

A. The Lender and Petrowest Corporation ("Petrowest") entered into:

- (i) a term loan agreement dated May 19, 2017 pursuant to which the Lender agreed to advance a \$15,000,000 term loan to Petrowest (the "**Term Loan**"); and
- (ii) a bridge loan agreement dated May 19, 2017 pursuant to which the Lender agreed to advance a \$12,000,000 term loan to Petrowest (the "**Bridge Loan**");

B. Pursuant to an amended and restated loan agreement dated November \_\_\_\_, 2017 between the Lender and the Assignor, in its capacity as receiver of the undertaking, property and assets of Petrowest (the "**AR Loan Agreement**"), the Lender and the Assignor agreed to amend and restate the Term Loan and the Bridge Loan, and to consolidate the indebtedness owing under the Term Loan and the Bridge Loan, on and subject to the terms and conditions contained in the AR Loan Agreement;

C. As of the date hereof, the Assignor is indebted to the Lender in the aggregate principal amount of \$27,993,790.62 under the AR Loan Agreement;

D. the Assignee and the Assignor are parties to an asset purchase and sale agreement dated as of October 23, 2017 (the "**Asset Purchase Agreement**") pursuant to which the Assignor has agreed to sell to the Assignee the Purchased Assets;

- E. as partial satisfaction of the Purchase Price payable under the Asset Purchase Agreement, the Assignee has agreed to assume from the Assignor the Assumed Crown Debt, which represents \$17,255,000 of the \$27,993,790.62 principal amount owing to the Lender under the AR Loan Agreement;
- F. the Assignor wishes to assign to the Assignee, and the Assignee wishes to assume, perform and discharge, the obligations and liabilities of the Assignor under the Assumed Crown Debt;

**NOW THEREFORE** for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Assignor), the parties agree as follows:

1. Capitalized terms used in this Assignment and Assumption Agreement and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.
2. The Assignor hereby absolutely assigns and transfers to the Assignee, with effect as of the Effective Time, all of the Assignor's legal and beneficial right, title and interest in and to the Assumed Crown Debt.
3. The Assignee hereby accepts the foregoing assignments and covenants with the Assignor that it will, as and from the Effective Time, discharge, perform and fulfill all the obligations and liabilities of the Assignor under the Assumed Crown Debt, and the Assignee hereby agrees to save the Assignor harmless from any loss, liability, claim, damage or expense suffered or incurred by the Assignor as a result of any failure by the Assignee to discharge, perform or fulfill such assumed obligations and liabilities as and from the Closing Date.
4. The Assignor and the Assignee acknowledge and agree that the amount of the Assumed Crown Debt to be assumed by the Assignee is subject to adjustment after the Closing Date in accordance with Sections 4.1 and 4.2 of the Asset Purchase Agreement. Once:
  - a. the Final Statement of Adjustments is finalized and agreed to between the Assignor and the Assignee, and
  - b. the Purchase Price and Assumed Crown Debt are adjusted accordingly,

then the amount of Assumed Crown Debt assumed by the Assignee under this Assignment and Assumption Agreement shall be deemed to be adjusted by the same amount with effect as of the Effective Time and without any further action or agreement required by or between the Assignor and the Assignee.

5. The Lender hereby consents to the foregoing assignment and assumption of the Assumed Crown Debt and hereby acknowledges and agrees that as of the Closing Date, the Assignor is released from its payments obligations under the Assumed Crown Debt.
6. This Assignment and Assumption Agreement is made pursuant to the Asset Purchase Agreement and is not in derogation of any of the rights or obligations of the Assignor or the Assignee under the Asset Purchase Agreement. The terms of the Asset Purchase Agreement shall not merge in this Assignment and Assumption Agreement. In the event of any conflict or inconsistency between this Assignment and Assumption Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and prevail.

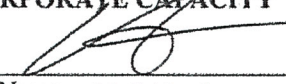
7. Each of the parties will, from time to time, do all such further acts and things and execute and deliver all such further transfers, assignments, instruments and other documents as the other Party may reasonably request to carry out the intent of this Assignment and Assumption Agreement.
8. This Assignment and Assumption Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns and shall not be assignable by any party without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned.
9. This Assignment and Assumption Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
10. This Assignment and Assumption Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall constitute an original and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment and Assumption Agreement by facsimile transmission or in portable document format shall constitute delivery of an executed counterpart of this instrument.

*[The remainder of this page is intentionally left blank.]*



IN WITNESS WHEREOF the parties have executed this Assignment and Assumption Agreement as of the date first above written.

**ERNST & YOUNG INC., SOLELY IN ITS CAPACITY AS THE RECEIVER OF THE UNDERTAKING, PROPERTY AND ASSETS OF PETROWEST CORPORATION, PETROWEST GP LTD., PETROWEST CIVIL SERVICES LP, PETROWEST CONSTRUCTION LP, PETROWEST TRANSPORTATION LP, PETROWEST SERVICES RENTALS LP, PETROWEST ENVIRONMENTAL SERVICES LP, TRANS CARRIER LTD. AND CJM TRUCKING LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY**

Per:   
Name: Neil Narfason  
Title: Senior Vice President

**RBEE AGGREGATE CONSULTING LTD.**

Per: \_\_\_\_\_  
Name:  
Title:

**CROWN CAPITAL FUND IV, LP, by its general partner, Crown Capital Fund IV Management Inc.**

Per: \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF the parties have executed this Assignment and Assumption Agreement as of the date first above written.

ERNST & YOUNG INC., SOLELY IN ITS CAPACITY AS THE RECEIVER OF THE UNDERTAKING, PROPERTY AND ASSETS OF PETROWEST CORPORATION, PETROWEST GP LTD., PETROWEST CIVIL SERVICES LP, PETROWEST CONSTRUCTION LP, PETROWEST TRANSPORTATION LP, PETROWEST SERVICES RENTALS LP, PETROWEST ENVIRONMENTAL SERVICES LP, TRANS CARRIER LTD. AND CJM TRUCKING LTD. AND NOT IN ITS PERSONAL OR CORPORATE CAPACITY

Per: \_\_\_\_\_  
Name: NEIL NARFASON  
Title: SENIOR VICE PRESIDENT

RBEE AGGREGATE CONSULTING LTD.

Per: Tim Oldfield  
Name: Tim Oldfield  
Title: Director

CROWN CAPITAL FUND IV, LP, by its general partner, Crown Capital Fund IV Management Inc.

Per: Tim Oldfield  
Name: Tim Oldfield  
Title: Chief Investment Officer

**THIS IS EXHIBIT "C" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



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**A Commissioner for Oaths in and for the Province of Alberta**

**KAITLIN H. WARD  
BARRISTER & SOLICITOR**

**PROMISSORY NOTE**

\$17,255,000.00 CAD

November 9, 2017

WHEREAS pursuant to an assignment and assumption agreement dated November \_\_\_\_, 2017 (the "Assignment and Assumption Agreement"), RBEE AGGREGATE CONSULTING LTD. (the "Corporation") assumed indebtedness in the principal amount of \$17,255,000 (the "Assumed Indebtedness") owing by Ernst & Young Inc., in its capacity as the receiver of the undertaking, property and assets of Petrowest Corporation, Petrowest GP Ltd., Petrowest Civil Services LP, Petrowest Construction LP, Petrowest Transportation LP, Petrowest Services Rentals LP, Petrowest Environmental Services LP, Trans Carrier Ltd. and CJM Trucking Ltd. (in such capacity, the "Petrowest Receiver") to CROWN CAPITAL FUND IV MANAGEMENT INC., in its capacity as general partner of Crown Capital Fund IV, LP (in such capacity, the "Holder") under a loan agreement dated November \_\_\_\_, 2017 between the Holder and the Petrowest Receiver (the "Original Loan Agreement");

AND WHEREAS the Corporation and the Holder wish to enter into this promissory note (the "Note") to: (i) amend and restate the terms of the Assumed Indebtedness; and (ii) supercede and replace the Original Loan Agreement, to the extent applicable to the Assumed Indebtedness, on and subject to the terms and conditions contained in this Note;

NOW THEREFORE, FOR VALUE RECEIVED, the undersigned Corporation hereby promises to pay to the Holder ON DEMAND the principal amount of \$17,255,000.00 in lawful money of Canada (the "Principal Amount").

1. **Assumed Indebtedness.** The Corporation and the Holder agree that the Assumed Indebtedness and all other obligations and liabilities of the Corporation under the Original Loan Agreement, to the extent assumed by the Corporation under the Assignment and Assumption Agreement, shall be superceded and replaced by this Note.

2. **Manner of Payment.** Payment of the sums due under this Note shall be made in lawful money of the Canada, by wire transfer or direct deposit to the Holder at the bank account designated by the Holder.

3. **Interest.** The Principal Amount from time to time outstanding shall bear interest at a rate of ten (10%) percent per annum before demand, and interest at a rate of twelve (12%) percent per annum after demand. Interest shall be calculated and compounded monthly and shall be payable as follows:

- (a) prior to demand by the Holder, the Corporation shall make monthly payments of accrued and unpaid interest under this Note on the first day of each month until the Principal Amount is fully repaid; and
- (b) upon demand by the Holder, all accrued and unpaid interest under this Note shall immediately become due and payable.



4. **Prepayment.** The Corporation may prepay all or any portion of the unpaid Principal Amount at any time without penalty. All such prepayments shall be applied first against any accrued and unpaid interest then owing, and then against the Principal Amount.

5. **Security.** The obligations of the Corporation with respect to this Note shall be secured by a security interest in the present and after-acquired personal property of the Corporation as provided for in the general security agreement to be entered into between the Corporation and the Holder concurrent with the execution of this Note.

6. **Waivers.** No delay on the part of the Holder in exercising any remedy and no waiver by the Holder of any of its rights against the Corporation shall operate as a waiver of any other rights nor shall any single or partial exercise of any remedy against the Corporation restrict other or further exercises of such remedy, all remedies being cumulative and not exclusive.

The Corporation irrevocably waives presentment, dishonour, notice of dishonour, notice of non-payment, protest, notice of protest and all other notices in connection with the delivery, acceptance, performance or enforcement of, or default under this Note, and all days of grace in respect of this Note. If this Note is not paid when due, the Corporation agrees to pay all costs of collection, including reasonable legal fees on a solicitor and client basis.

7. **Surrender of Note.** After the Principal Amount and all accrued interest has been fully satisfied, the Holder agrees to surrender this Note to the Corporation for cancellation thereof.

8. **Governing Law.** The validity and construction of this Note shall be governed by the laws of the Province of Alberta.

9. **Modifications.** This Note may not be waived, changed, modified or discharged except by an agreement in writing signed by the Corporation and the Holder. This Note shall be binding upon the Corporation and the Corporation's permitted successors and assigns and shall enure to the benefit of and be enforceable by the Holder and its personal representatives, agents, trustees and assigns.

10. **Fees and Expenses.** The Corporation agrees to pay or reimburse the Holder on demand, for any and all expenses and costs incurred by the Holder (including reasonable fees and expenses of counsel for the Holder, on a solicitor its own client basis), in connection with this Note (including the enforcement of this Note, whether through negotiations, legal proceedings or otherwise), or any security granted by the Corporation to the Holder in relation thereto.

11. **Assignments.** The Corporation may not assign its rights or delegate its duties under this Note without the prior written consent of the Holder, which consent may be withheld at Holder's sole and absolute discretion. The Holder shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this Note and any other documents related to or securing the indebtedness of this Note without the Corporation's consent.

12. **Severability.** If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect

for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

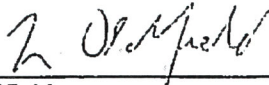
13. **Counterparts**. This Note may be executed in multiple counterparts, and delivered by facsimile or other means of electronic communication, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to \$17,255,000 CAD Promissory Note]

IN WITNESS WHEREOF this Note has been executed and delivered as of the date first written above.

**CROWN CAPITAL FUND IV MANAGEMENT  
INC., as general partner for and on behalf of Crown  
Capital Fund IV, LP**

Per:



Name: Tim Oldfield

Title: Chief Investment Officer

**RBEE AGGREGATE CONSULTING LTD.**

Per:



Name: Bernie Reed

Title: President



**THIS IS EXHIBIT "D" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



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**A Commissioner for Oaths in and for the Province of Alberta**

**KAITLIN H. WARD  
BARRISTER & SOLICITOR**

## AMENDED AND RESTATED PROMISSORY NOTE

**\$18,807,490.10 CAD**

**With effect as and from November 9, 2017**

WHEREAS pursuant to an assignment and assumption agreement dated November 9, 2017 (the "**Assignment and Assumption Agreement**"), **RBEE AGGREGATE CONSULTING LTD.** (the "**Corporation**") assumed indebtedness in the principal amount of \$17,255,000 (the "**Assumed Indebtedness**") owing by Ernst & Young Inc., in its capacity as the receiver of the undertaking, property and assets of Petrowest Corporation, Petrowest GP Ltd., Petrowest Civil Services LP, Petrowest Construction LP, Petrowest Transportation LP, Petrowest Services Rentals LP, Petrowest Environmental Services LP, Trans Carrier Ltd. and CJM Trucking Ltd. (in such capacity, the "**Petrowest Receiver**") to **CROWN CAPITAL FUND IV MANAGEMENT INC.**, in its capacity as general partner of Crown Capital Fund IV, LP (in such capacity, the "**Holder**") under a loan agreement dated November 9, 2017 between the Holder and the Petrowest Receiver (the "**Original Loan Agreement**");

**AND WHEREAS** the Corporation and the Holder entered into a promissory note dated November 9, 2017 (the "**Initial Note**") to: (i) amend and restate the terms of the Assumed Indebtedness; and (ii) supercede and replace the Original Loan Agreement, to the extent applicable to the Assumed Indebtedness, on and subject to the terms and conditions contained in the Initial Note;

**AND WHEREAS** pursuant to Section 4 of the Assignment and Assumption Agreement, the amount of the Assumed Indebtedness was subject to adjustment after the closing date of the said Assignment and Assumption Agreement;

**AND WHEREAS** the Corporation and the Holder now wish to enter into this promissory note (the "**AR Note**") to: (i) amend and restate the amount of the Assumed Indebtedness as of the date hereof, in accordance with Section 4 of the Assignment and Assumption Agreement; (ii) restate the terms of the Assumed Indebtedness as set forth in the Initial Note; and (iii) supercede and replace the Initial Note, as well as the Original Loan Agreement to the extent applicable to the Assumed Indebtedness, on and subject to the terms and conditions contained in this AR Note;

**NOW THEREFORE, FOR VALUE RECEIVED**, the undersigned Corporation hereby promises to pay to the Holder **ON DEMAND** the principal amount of **\$18,807,490.10** in lawful money of Canada (the "**Principal Amount**").

**1. Assumed Indebtedness.** The Corporation and the Holder agree that the Assumed Indebtedness and all other obligations and liabilities of the Corporation under the Original Loan Agreement, to the extent assumed by the Corporation under the Assignment and Assumption Agreement, shall be superceded and replaced by this AR Note.

**2. Manner of Payment.** Payment of the sums due under this AR Note shall be made in lawful money of the Canada, by wire transfer or direct deposit to the Holder at the bank account designated by the Holder.

**000035**

**3. Non-Interest Bearing Amount.** The Corporation and the Holder agree that \$5,000,000.00 of the Principal Amount (the "**NIB Amount**") shall bear interest at a rate of zero (0%) per cent.

**4. Interest.** The Principal Amount less the NIB Amount (the "**Eligible Amount**") shall be subject to interest as set forth hereunder. The Eligible Amount from time to time outstanding shall bear interest at a rate of ten (10%) percent per annum before demand. The Eligible Amount and the NIB Amount shall bear interest at a rate of twelve (12%) percent per annum after demand. Interest shall be calculated and compounded monthly and shall be payable as follows:

- (a) prior to demand by the Holder, the Corporation shall make monthly payments of accrued and unpaid interest under this AR Note on the first day of each month until the Eligible Amount is fully repaid; and
- (b) upon demand by the Holder, all accrued and unpaid interest under this AR Note shall immediately become due and payable.

**5. Payment.** The Corporation may prepay all or any portion of the unpaid Principal Amount at any time without penalty. All payments shall be applied first against any accrued and unpaid interest then owing, and then against the Eligible Amount and then against the NIB Amount.

**6. Security.** The obligations of the Corporation with respect to this AR Note shall be secured by a security interest in the present and after-acquired personal property of the Corporation as provided for in the general security agreement entered into between the Corporation and the Holder dated November 9, 2017.

**7. Waivers.** No delay on the part of the Holder in exercising any remedy and no waiver by the Holder of any of its rights against the Corporation shall operate as a waiver of any other rights nor shall any single or partial exercise of any remedy against the Corporation restrict other or further exercises of such remedy, all remedies being cumulative and not exclusive.

The Corporation irrevocably waives presentment, dishonour, notice of dishonour, notice of non-payment, protest, notice of protest and all other notices in connection with the delivery, acceptance, performance or enforcement of, or default under this AR Note, and all days of grace in respect of this AR Note. If this AR Note is not paid when due, the Corporation agrees to pay all costs of collection, including reasonable legal fees on a solicitor and client basis.

**8. Surrender of Note.** After the Principal Amount and all accrued interest has been fully satisfied, the Holder agrees to surrender this AR Note to the Corporation for cancellation thereof.

**9. Governing Law.** The validity and construction of this AR Note shall be governed by the laws of the Province of Alberta.

**10. Modifications.** This AR Note may not be waived, changed, modified or discharged except by an agreement in writing signed by the Corporation and the Holder. This AR Note shall be binding upon the Corporation and the Corporation's permitted successors and assigns and

shall enure to the benefit of and be enforceable by the Holder and its personal representatives, agents, trustees and assigns.

**11. Fees and Expenses.** The Corporation agrees to pay or reimburse the Holder on demand, for any and all expenses and costs incurred by the Holder (including reasonable fees and expenses of counsel for the Holder, on a solicitor its own client basis), in connection with this AR Note (including the enforcement of this AR Note, whether through negotiations, legal proceedings or otherwise), or any security granted by the Corporation to the Holder in relation thereto.

**12. Assignments.** The Corporation may not assign its rights or delegate its duties under this AR Note without the prior written consent of the Holder, which consent may be withheld at Holder's sole and absolute discretion. The Holder shall have the right to sell, assign, or otherwise transfer, either in part or in its entirety, this AR Note and any other documents related to or securing the indebtedness of this AR Note without the Corporation's consent.

**13. Severability.** If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired, unless the provisions held invalid, illegal or unenforceable shall substantially impair the benefits of the remaining provisions hereof.

**14. Counterparts.** This AR Note may be executed in multiple counterparts, and delivered by facsimile or other means of electronic communication, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to Amended and Restated Promissory Note]

**IN WITNESS WHEREOF** this AR Note has been executed and delivered with effect as and from November 9, 2017.

**CROWN CAPITAL FUND IV MANAGEMENT  
INC., as general partner for and on behalf of Crown  
Capital Fund IV, LP**

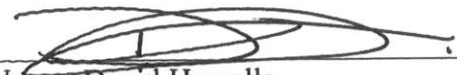
Per:

  
Name: Tim Oldfield

Title: Chief Investment Officer

**RBEE AGGREGATE CONSULTING LTD.**

Per:

  
Name: David Howells

Title: Vice-President

**000038**



**THIS IS EXHIBIT "E" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



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**A Commissioner for Oaths in and for the Province of Alberta**

**KAITLIN H. WARD  
BARRISTER & SOLICITOR**

## GENERAL SECURITY AGREEMENT

**TO: Name of Creditor:** CROWN CAPITAL FUND IV MANAGEMENT INC, in its capacity  
as general partner of **Crown Capital Fund IV, LP**  
**Address:** c/o Crown Capital Partners Inc.  
77 King Street West, Suite 4330  
Toronto, ON M5K 1H6  
**Attention:** President  
**Email:** [chris.johnson@crowncapital.ca](mailto:chris.johnson@crowncapital.ca)

### RECITALS

- A. **RBee Aggregate Consulting Ltd.** (the "**Debtor**") is, or may become, indebted or liable to **CROWN CAPITAL FUND IV MANAGEMENT INC.**, as general partner for and on behalf of **Crown Capital Fund IV, LP** (in such capacity, the "**Creditor**").
- B. To secure the payment and performance of the Liabilities (as defined below), the Debtor has agreed to grant to the Creditor security interests in respect of the Collateral (as defined below) in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by the Debtor, the Debtor agrees with and in favour of the Creditor as follows:

1. **Definitions.** In this Agreement:
- (a) "**Accessions**", "**Account**", "**Chattel Paper**", "**Consumer Goods**", "**Document of Title**", "**Equipment**", "**Goods**", "**Instrument**", "**Intangible**", "**Inventory**", "**Investment Property**", "**Money**", "**Proceeds**" and "**Security**" have the meanings given to them in the PPSA.
  - (b) "**Agreement**" means this agreement, including the schedules, exhibits and recitals to this agreement, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.
  - (c) "**Books and Records**" means all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Collateral which are at any time owned by the Debtor or to which the Debtor (or any Person on the Debtor's behalf) has access.
  - (d) "**Business Day**" means any day other than a Saturday, Sunday or any other day which is a statutory holiday or a day on which banking institutions are closed in the city of Toronto, Alberta;
  - (e) "**Collateral**" means all of the present and after-acquired:

- (i) undertaking; and
- (ii) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time sign and provide to the Creditor in connection with this Agreement);

of the Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which the Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by the Debtor, and all Proceeds of any of the foregoing, wherever located.

- (f) "**Contracts**" means all contracts, licences and agreements to which the Debtor is at any time a party or pursuant to which the Debtor has at any time acquired rights, and includes (i) all rights of the Debtor to receive money due and to become due to it in connection with a contract, licence or agreement, (ii) all rights of the Debtor to damages arising out of, or for breach or default in respect of, a contract, licence or agreement, and (iii) all rights of the Debtor to perform and exercise all remedies in connection with a contract, licence or agreement.
- (g) "**Event of Default**" means the occurrence of any of the following events or conditions:
  - (i) the Debtor does not pay any of the Liabilities when due;
  - (ii) the Debtor fails to perform or comply with any of its covenants or obligations contained in this Agreement;
  - (iii) any representation or warranty provided by the Debtor to the Creditor under this Agreement is found to be false or incorrect;
  - (iv) an Insolvency Event occurs in respect of the Debtor;
  - (v) the Debtor challenges or threatens to challenge the validity or enforceability of this Agreement or the Security Interests created by this Agreement;
  - (vi) any Person (including any secured creditor, encumbrancer, lienor, trustee, interim receiver, receiver, receiver manager, administrative receiver, agent, bailiff or other similar official appointed by a secured creditor or encumbrancer thereof) takes possession of any property of the Debtor by way of enforcement of security; or a distress or execution or similar process is levied or enforced against any such property;
  - (vii) this Agreement or any other agreement made between the Debtor and the Creditor, or any provision hereof or thereof, shall at any time after execution and delivery hereof or thereof, for any reason, cease to be a legal, valid and binding obligation of the Debtor or cease to be enforceable against the Debtor thereto in accordance with its terms or shall be declared to be null and void, or the legality, validity, binding nature or enforceability of this Agreement or any other agreement made between the Debtor and the Creditor, or any provision hereof or thereof, shall be contested by the Debtor or the Debtor shall deny that it has any further liabilities or obligations hereunder or thereunder; or

(viii) the occurrence of an event which constitutes a default under the Loan Agreement.

(h) "Insolvency Event" means,

(i) Voluntary Proceedings – the Debtor:

- (A) institutes proceedings for substantive relief in any bankruptcy, insolvency, debt restructuring, reorganization, readjustment of debt, dissolution, liquidation, winding-up or other similar proceedings (including proceedings under the *Bankruptcy and Insolvency Act* (Canada), the *Winding-up and Restructuring Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or the incorporating statute of the relevant corporation or other similar legislation), including proceedings for the appointment of a trustee, interim receiver, receiver, receiver and manager, administrative receiver, custodian, liquidator, provisional liquidator, administrator, sequestrator or other like official with respect to the relevant corporation or all or any material part of its property or assets;
- (B) makes an assignment for the benefit of creditors;
- (C) is unable or admits in writing its inability to pay its debts as they become due or otherwise acknowledges its insolvency or commits any other act of bankruptcy or is taken to be insolvent under any applicable legislation;
- (D) voluntarily suspends the conduct of any material portion of its business or operations;
- (E) passes a resolution for, the winding up, dissolution or liquidation or amalgamation of the Debtor; or
- (F) acquiesces to, or takes any action in furtherance of, any of the foregoing; or

(ii) Involuntary Proceedings - if any third party in respect of the Debtor:

- (A) makes any application under the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;
- (B) files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation;
- (C) institutes a winding-up proceeding under the *Winding-up and Restructuring Act* (Canada) or any similar legislation;
- (D) presents a petition in bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation; or
- (E) files, institutes or commences any other petition, proceeding or case under any other bankruptcy, insolvency, debt restructuring,



reorganization, incorporation, readjustment of debt, dissolution, liquidation, winding-up or similar law now or hereafter in effect, seeking bankruptcy, liquidation, reorganization, dissolution, winding-up, composition or readjustment of debt of any of them, the appointment of a trustee, interim receiver, receiver, receiver and manager, administrative receiver, custodian, liquidator, provisional liquidator, administrator, sequestrator or other like official for any of them, or any material part of any of their respective assets or any similar relief;

and if the application, filing, proceeding, petition or case is not contested by bona fide action on the part of the Debtor and is not dismissed, stayed or withdrawn within 30 days of commencement thereof or if relief is granted against the Debtor.

- (i) **"Intellectual Property Rights"** means all industrial and intellectual property rights, including copyrights, patents, trade-marks, industrial designs, know how and trade secrets and all Contracts related to any such industrial and intellectual property rights.
- (j) **"Liabilities"** means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of the Debtor to the Creditor, including without limitation, pursuant to the Loan Agreement, wherever and however incurred and any unpaid balance thereof.
- (k) **"Loan Agreement"** means the Loan Agreement dated as of the date hereof between the Debtor and the Creditor., as amended, restated, supplemented, replaced or otherwise modified from time to time.
- (l) **"Permits"** means all permits, licences, authorizations, approvals, franchises, rights-of-way, easements and entitlements that the Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.
- (m) **"Person"** will be broadly interpreted and includes an individual, a corporation, a limited liability company, a partnership, a trust, a joint venture, an association, an unincorporated organization, the government of a country or any political subdivision thereof, any agency or department of any such government, a regulatory agency or any other juridical entity and the heirs, executors, administrators or other legal representatives of an individual.
- (n) **"Personal Property"** means personal property and includes Accounts, Chattel Paper, Contracts, Documents of Title, Equipment, Goods, Instruments, Intangibles (including Intellectual Property Rights and Permits), Inventory, Investment Property, Money and Securities.
- (o) **"PPSA"** means the Personal Property Security Act (Alberta), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation).
- (p) **"Receiver"** means a receiver, a manager or a receiver and manager.

- (q) "**Security Interest**" means any mortgage, charge, pledge, hypothecation, lien (statutory or otherwise), assignment, finance lease, title retention agreement or arrangement, security interest or other encumbrance or adverse claim of any nature, or any other security agreement or arrangement creating in favour of any creditor a right in respect of a particular property.
2. **Grant of Security Interest.** As general and continuing collateral security for the due payment and performance of the Liabilities, the Debtor mortgages, charges and assigns to the Creditor, and grants to the Creditor a security interest in, the Collateral.
3. **Limitations on Grant of Security Interest.** If the grant of any Security Interest in respect of any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Permit, then the applicable Contract, Intellectual Property Right or Permit will not be subject to any Security Interest under Section 2 but will be held in trust by the Debtor for the benefit of the Creditor and, on exercise by the Creditor of any of its rights under this Agreement following an Event of Default, assigned by the Debtor as directed by the Creditor. In addition, the Security Interests created by this Agreement do not extend to the last day of the term of any lease or agreement for lease of real property. Such last day will be held by the Debtor in trust for the Creditor and, on the exercise by the Creditor of any of its rights under this Agreement following an Event of Default, will be assigned by the Debtor as directed by the Creditor.
4. **Attachment; No Obligation to Advance.** The Debtor confirms that value has been given by the Creditor to the Debtor, that the Debtor has rights in the Collateral (other than after-acquired property) and that the Debtor and the Creditor have not agreed to postpone the time for attachment of the Security Interests created by this Agreement to any of the Collateral. The Security Interests created by this Agreement will have effect and be deemed to be effective whether or not the Liabilities or any part thereof are owing or in existence before or after or upon the date of this Agreement. Neither the execution of this Agreement nor any advance of funds shall oblige the Creditor to advance any funds or any additional funds.
5. **Representations and Warranties.** The Debtor represents and warrants to the Creditor that:
- (a) **Places of Business, Name, Location of Collateral.** The Debtor's principal place of business and chief executive office, and the place where it keeps its Books and Records, is at the address specified on the signature page of this Agreement, and its full legal name, and any other name under which it conducts its business, is specified on the signature page of this Agreement. The location of all other existing places where the Debtor carries on business or keeps tangible Personal Property are set out in Schedule A to this Agreement.
- (b) **Title; No Other Security Interests.** Except for (i) the Security Interests created by this Agreement, and (ii) any other Security Interests permitted in writing by the Creditor, the Debtor owns (or, with respect to any leased or licensed property forming part of the Collateral, holds a valid leasehold or licensed interest in) the Collateral free and clear of any Security Interests. No security agreement, financing statement or other notice with respect to any or all of the Collateral is on file or on record in any public office, except for filings in favour of, or permitted in writing by, the Creditor.
- (c) **Amount of Accounts.** The amount represented by the Debtor to the Creditor from time to time as owing by each account debtor or by all account debtors in respect of the Accounts



will at such time be the correct amount so owing by such account debtor or debtors and, unless disclosed in writing by the Debtor to the Creditor at that time, will be owed free of any dispute, set-off or counterclaim.

- (d) Authority; Consents. The Debtor has full power and authority to grant to the Creditor the Security Interests created by this Agreement and to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance does not contravene any of the Debtor's constituting documents or by-laws or any agreement, instrument or restriction to which the Debtor is a party or by which the Debtor or any of the Collateral is bound. Except for any consent that has been obtained and is in full force and effect, no consent of any party (other than the Debtor) to any Contract or any obligor in respect of any Account is required, or purports to be required, for the execution, delivery and performance of this Agreement. Except as disclosed in writing by the Debtor to the Creditor, neither the Debtor nor (to the best of the Debtor's knowledge) any other party to any Account or Contract is in default or is likely to become in default in the performance or observance of any of the terms of such Account or Contract.
- (e) Execution and Delivery; Enforceability. This Agreement has been duly authorized, executed and delivered by the Debtor and is a valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms, subject only to bankruptcy, insolvency, liquidation, reorganization, moratorium and other similar laws generally affecting the enforcement of creditors' rights, and to the fact that equitable remedies (such as specific performance and injunction) are discretionary remedies.
- (f) No Consumer Goods. The Debtor does not own any Consumer Goods which are material in value or which are material to the business, operations, property, condition or prospects (financial or otherwise) of the Debtor.
- (g) Intellectual Property Rights. All Intellectual Property Rights owned by the Debtor, and all rights of the Debtor to the use of any Intellectual Property Rights, are described in Schedule A to this Agreement. To the best of the Debtor's knowledge, each such Intellectual Property Right is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set out in such Schedule, none of such Intellectual Property Rights has been licensed or franchised by the Debtor to any Person.
6. Survival of Representations and Warranties. All agreements, representations, warranties and covenants made by the Debtor in this Agreement are material, will be considered to have been relied on by the Creditor and will survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of the Creditor and any disposition or payment of the Liabilities until repayment and performance in full of the Liabilities and termination of all rights of the Debtor that, if exercised, would result in the existence of Liabilities.
7. Covenants. The Debtor covenants and agrees with the Creditor that:
- (a) Further Documentation. The Debtor will from time to time, at the expense of the Debtor, promptly and duly authorize, execute and deliver such further instruments and documents, and take such further action, as the Creditor may request for the purpose of obtaining or preserving the full benefits of, and the rights and powers granted by, this Agreement (including the filing of any financing statements or financing change statements under any applicable legislation with respect to the Security Interests created by this Agreement). The Debtor acknowledges that this Agreement has been prepared



based on the existing laws in the province referred to in the "Governing Law" section of this Agreement and that a change in such laws, or the laws of other jurisdictions, may require the execution and delivery of different forms of security documentation. Accordingly, the Debtor agrees that the Creditor will have the right to require that this Agreement be amended, supplemented or replaced, and that the Debtor will immediately on request by the Creditor authorize, execute and deliver any such amendment, supplement or replacement (i) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, (ii) to facilitate the creation and registration of appropriate security in all appropriate jurisdictions, or (iii) if the Debtor merges or amalgamates with any other Person or enters into any corporate reorganization, in each case in order to confer on the Creditor Security Interests similar to, and having the same effect as, the Security Interests created by this Agreement.

- (b) Delivery of Certain Collateral. Promptly upon request from time to time by the Creditor, the Debtor will deliver (or cause to be delivered) to the Creditor, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Creditor may reasonably request, any and all Instruments, Securities, Documents of Title and Chattel Paper included in or relating to the Collateral as the Creditor may specify in its request.
- (c) Payment of Expenses; Indemnification. The Debtor will pay on demand, and will indemnify and save the Creditor harmless from, any and all liabilities, costs and expenses (including legal fees and expenses on a solicitor and own client basis and any sales, goods and services, harmonized sales tax or other similar taxes payable to any governmental authority with respect to any such liabilities, costs and expenses) (i) incurred by the Creditor in the preparation, registration, administration or enforcement of this Agreement, (ii) with respect to, or resulting from, any failure or delay by the Debtor in performing or observing any of its obligations under this Agreement, or (iii) incurred by the Creditor in performing or observing any of the other covenants of the Debtor under this Agreement.
- (d) Maintenance of Records. The Debtor will keep and maintain accurate and complete records of the Collateral, including a record of all payments received and all credits granted with respect to the Accounts and Contracts. At the written request of the Creditor, the Debtor will mark any Collateral specified by the Creditor to evidence the existence of the Security Interests created by this Agreement.
- (e) Right of Inspection. The Debtor will permit the Creditor and its employees and agents to enter upon and inspect its properties, assets, books and records, from time to time on reasonable notice and during normal business hours and make copies of and extracts from such books and records, and discuss its affairs, finances and accounts with any of its officers, directors, accountants and auditors; provided that such prior notice shall not be required if a Default or an Event of Default has occurred and is continuing; The Debtor shall permit authorized representatives and agents of the Creditor to discuss its affairs, finances and accounts with, and be advised as to the same by, its officers, employees and independent chartered accountants (and by this provision the Debtor irrevocably authorizes and instructs such officers, employees and independent chartered accountants to discuss with the Creditor the financial affairs of the Debtor), all at such reasonable times and intervals and to such reasonable extent as the Creditor may request in the absence of an Event of Default, and otherwise, at all times and intervals as the Creditor may designate.

- (f) Limitations on Other Security Interests. The Debtor will not create, incur or permit to exist, and will defend the Collateral against, and will take such other action as is necessary to remove, any and all Security Interests in and other claims affecting the Collateral, other than the Security Interests created by this Agreement or as permitted in writing by the Creditor, and the Debtor will defend the right, title and interest of the Creditor in and to the Collateral against the claims and demands of all Persons.
- (g) Limitations on Dispositions of Collateral. The Debtor will not, without the Creditor's prior written consent, sell, lease or otherwise dispose of any of the Collateral, except, in the ordinary course of the Debtor's business.
- (h) Limitations on Modifications, Waivers, Extensions. Other than as permitted by paragraph (i) below, the Debtor will not (i) amend, modify, terminate or waive any provision of any Permit, Contract or any document giving rise to an Account in any manner which is or could reasonably be expected to be materially adverse to the Debtor or the Creditor, or (ii) fail to exercise promptly and diligently its rights under each Contract and each document giving rise to an Account if such failure is or could reasonably be expected to be materially adverse to the Debtor or the Creditor.
- (i) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of the Debtor consistent with previous practices, the Debtor will not (i) grant any extension of the time for payment of any Account, (ii) compromise, compound or settle any Account for less than its full amount, (iii) release, wholly or partially, any Person liable for the payment of any Account, or (iv) allow any credit or discount of any Account.
- (j) Maintenance of Collateral. The Debtor shall keep the Collateral in good repair and working condition.
- (k) Insurance. The Debtor will maintain insurance on the Collateral and for the operation of its businesses in such amounts and against such risks as would be customarily obtained and maintained by a prudent owner of similar Collateral operating a similar business, including appropriate liability insurance, business interruption insurance and third party liability insurance. The Debtor shall provide copies of such policies to the Creditor, at the Creditor's request, which policies shall be satisfactory to the Creditor acting reasonably. Each such insurance policy shall include an endorsement whereby the insurers agree to give the Creditor not less than 30 days' notice of the cancellation of the policy of insurance and permit the Creditor to cure any default which may exist under the policy. The Debtor shall name the Creditor as loss payee or additional insured as its interest may appear in all of its policies of insurance or otherwise assure the Creditor of the availability of continuing coverage in a manner satisfactory to the Creditor and all real property policies shall contain such standard mortgage clauses as the Creditor shall require for the protection of the Collateral.
- (l) Further Identification of Collateral. The Debtor will promptly furnish to the Creditor such statements and schedules further identifying and describing the Collateral, and such other reports in connection with the Collateral, as the Creditor may from time to time reasonably request, including a list of any motor vehicles or other "serial number" goods owned by the Debtor and classified as Equipment, including vehicle identification numbers.



- (m) Notices. The Debtor will advise the Creditor promptly, in reasonable detail, of (i) any Security Interest (other than the Security Interests created by this Agreement and any Security Interest permitted in writing by the Creditor) on, or claim asserted against, any of the Collateral, (ii) the occurrence of any event, claim or occurrence that could reasonably be expected to have a material adverse effect on the value of the Collateral or on the Security Interests created by this Agreement, (iii) any change in the location of any place of business (including additional locations) or the chief executive office of the Debtor, (iv) any change in the location of any of the tangible Collateral (including additional locations), (v) any acquisition of real property by the Debtor, (vi) any change in the name of the Debtor, (vii) any merger or amalgamation of the Debtor with any other Person, (viii) any additional jurisdiction in which material accounts debtors of the Debtor are located, and (ix) any material loss of or damage to any of the Collateral. The Debtor agrees not to effect or permit any of the changes referred to in clauses (iii) to (viii) above unless all filings have been made and all other actions taken that are required in order for the Creditor to continue at all times following such change to have a valid and perfected Security Interest in respect of all of the Collateral.
- (n) Delivery of Agreements re Intellectual Property Rights. The Debtor will promptly, following demand from time to time by the Creditor, authorize, execute and deliver any and all agreements, instruments, documents and papers that the Creditor may request to evidence the Creditor's Security Interests in any Intellectual Property Rights and, where applicable, the goodwill of the business of the Debtor connected with the use of, and symbolized by, any such Intellectual Property Rights.
8. Rights on Default. On the occurrence of an Event of Default, all of the Liabilities will, at the option of the Creditor, become immediately due and payable and the security constituted by this Agreement will become enforceable, and the Creditor may, personally or by agent, at such time or times as the Creditor in its discretion may determine, do any one or more of the following:
- (a) Rights under PPSA, etc. Exercise all of the rights and remedies granted to secured parties under the PPSA and any other applicable statute, or otherwise available to the Creditor at law or in equity.
- (b) Demand Possession. Demand possession of any or all of the Collateral, in which event the Debtor will, at the expense of the Debtor, immediately cause the Collateral designated by the Creditor to be assembled and made available and/or delivered to the Creditor at any place designated by the Creditor.
- (c) Take Possession. Enter on any premises where any Collateral is located and take possession of, disable or remove such Collateral.
- (d) Deal with Collateral. Hold, store and keep idle, or operate, lease or otherwise use or permit the use of, any or all of the Collateral for such time and on such terms as the Creditor may determine, and demand, collect and retain all earnings and other sums due or to become due from any Person in respect of any of the Collateral.
- (e) Carry on Business. Carry on, or concur in the carrying on of, any or all of the business or undertaking of the Debtor and enter on, occupy and use (without charge by the Debtor) any of the premises, buildings, plant and undertaking of, or occupied or used by, the Debtor.

- (f) Enforce Collateral. Seize, collect, receive, enforce or otherwise deal with any Collateral in such manner, on such terms and conditions and at such times as the Creditor deems advisable.
- (g) Dispose of Collateral. Realize on any or all of the Collateral and sell, lease, assign, give options to purchase, or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or office of the Creditor or elsewhere, on such terms and conditions as the Creditor may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery.
- (h) Court-Approved Disposition of Collateral. Apply to a court of competent jurisdiction for the sale or foreclosure of any or all of the Collateral.
- (i) Purchase by Creditor. At any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral offered for sale and, upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Debtor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Creditor, the Creditor may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Liabilities then due and payable to it as a credit against the purchase price.
- (j) Collect Accounts. Notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Creditor and direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor in respect of such Accounts directly to the Creditor and, upon such notification and at the expense of the Debtor, enforce collection of any such Accounts, and adjust, settle or compromise the amount or payment of such Accounts, in such manner and to such extent as the Creditor deems appropriate in the circumstances.
- (k) Transfer of Securities. Transfer any Securities forming part of the Collateral into the name of the Creditor or its nominee, with or without disclosing that the Securities are subject to the Security Interests arising under this Agreement.
- (l) Exercise of Rights. Exercise any and all rights, privileges, entitlements and options pertaining to any Securities forming part of the Collateral as if the Creditor were the absolute owner of such Securities.
- (m) Payment of Liabilities. Pay any liability secured by any Security Interest against any Collateral. The Debtor will immediately on demand reimburse the Creditor for all such payments.
- (n) Borrow and Grant Security Interests. Borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Debtor and grant Security Interests on any Collateral (in priority to the Security Interests created by this Agreement or otherwise) as security for the money so borrowed. The Debtor will immediately on demand reimburse the Creditor for all such borrowings.



- (o) Appoint Receiver. Appoint by instrument in writing one or more Receivers of the Debtor or any or all of the Collateral with such rights, powers and authority (including any or all of the rights, powers and authority of the Creditor under this Agreement) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time. To the extent permitted by applicable law, any Receiver appointed by the Creditor will (for purposes relating to responsibility for the Receiver's acts or omissions) be considered to be the agent of the Debtor and not of the Creditor.
- (p) Court-Appointed Receiver. Apply to a court of competent jurisdiction for the appointment of a Receiver of the Debtor or of any or all of the Collateral.
- (q) Consultants. Require the Debtor to engage a consultant of the Creditor's choice, or engage a consultant on its own behalf, such consultant to receive the full cooperation and support of the Debtor and its employees, including unrestricted access to the premises, books and records of the Debtor; all reasonable fees and expenses of such consultant shall be for the account of the Debtor and the Debtor hereby authorizes any such consultant to report directly to the Creditor and to disclose to the Creditor any and all information obtained in the course of such consultant's employment.

The Creditor may exercise any or all of the foregoing rights and remedies without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except as required by applicable law) to or on the Debtor or any other Person, and the Debtor by this Agreement waives each such demand, presentment, protest, advertisement and notice to the extent permitted by applicable law. None of the above rights or remedies will be exclusive of or dependent on or merge in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time. Without prejudice to the ability of the Creditor to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Creditor which takes place substantially in accordance with the following provisions will be deemed to be commercially reasonable:

- (i) Collateral may be disposed of in whole or in part;
  - (ii) Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
  - (iii) any purchaser or lessee of Collateral may be a customer of the Creditor;
  - (iv) a disposition of Collateral may be on such terms and conditions as to credit or otherwise as the Creditor, in its sole discretion, may deem advantageous; and
  - (v) the Creditor may establish an upset or reserve bid or price in respect of Collateral.
9. Grant of Licence. For the purpose of enabling the Creditor to exercise its rights and remedies under Section 8 when the Creditor is entitled to exercise such rights and remedies, and for no other purpose, the Debtor grants to the Creditor an irrevocable, non exclusive licence (exercisable without payment of royalty or other compensation to the Debtor) to use, assign or sublicense any or all of the Intellectual Property Rights, including in such licence reasonable access to all media

in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout of the same.

10. **Sale of Securities.** The Creditor is authorized, in connection with any offer or sale of any Securities forming part of the Collateral, to comply with any limitation or restriction as it may be advised by counsel is necessary to comply with applicable law, including compliance with procedures that may restrict the number of prospective bidders and purchasers, requiring that prospective bidders and purchasers have certain qualifications, and restricting prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account or investment and not with a view to the distribution or resale of such Securities. The Debtor further agrees that compliance with any such limitation or restriction will not result in a sale being considered or deemed not to have been made in a commercially reasonable manner, and the Creditor will not be liable or accountable to the Debtor for any discount allowed by reason of the fact that such Securities are sold in compliance with any such limitation or restriction.
11. **Application of Proceeds.** All Proceeds of Collateral received by the Creditor or a Receiver may be applied to discharge or satisfy any expenses (including the Receiver's remuneration and other expenses of enforcing the Creditor's rights under this Agreement), Security Interests in favour of Persons other than the Creditor, borrowings, taxes and other outgoings affecting the Collateral or which are considered advisable by the Creditor or the Receiver to protect, preserve, repair, process, maintain or enhance the Collateral or prepare it for sale, lease or other disposition, or to keep in good standing any Security Interests on the Collateral ranking in priority to any of the Security Interests created by this Agreement, or to sell, lease or otherwise dispose of the Collateral. The balance of such Proceeds may, at the sole discretion of the Creditor, be held as collateral security for the Liabilities or be applied to such of the Liabilities (whether or not the same are due and payable) in such manner and at such times as the Creditor considers appropriate and thereafter will be accounted for as required by law.
12. **Continuing Liability of Debtor.** The Debtor will remain liable for any Liabilities that are outstanding following realization of all or any part of the Collateral and the application of the Proceeds thereof.
13. **Creditor's Appointment as Attorney in Fact.** The Debtor constitutes and appoints the Creditor and any officer or agent of the Creditor, with full power of substitution, as the Debtor's true and lawful attorney in fact with full power and authority in the place of the Debtor and in the name of the Debtor or in its own name, from time to time in the Creditor's discretion after an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney acting reasonably, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until this Agreement is terminated and the Security Interests created by this Agreement are released. Nothing in this Section affects the right of the Creditor as secured party or any other Person on the Creditor's behalf, to sign and file or deliver (as applicable) all such financing statements, financing change statements, notices, verification agreements and other documents relating to the Collateral and this Agreement as the Creditor or such other Person considers appropriate.
14. **Performance by Creditor of Debtor's Obligations.** If the Debtor fails to perform or comply with any of the obligations of the Debtor under this Agreement, the Creditor may, but need not, perform or otherwise cause the performance or compliance of such obligation, provided that such performance or compliance will not constitute a waiver, remedy or satisfaction of such failure.



The expenses of the Creditor incurred in connection with any such performance or compliance will be payable by the Debtor to the Creditor immediately on demand, and until paid, any such expenses will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.

15. **Interest.** If any amount payable to the Creditor under this Agreement is not paid when due, the Debtor will pay to the Creditor, immediately on demand, interest on such amount from the date due until paid, at a rate equal at all times to the highest rate payable under the Loan Agreement. All amounts payable by the Debtor to the Creditor under this Agreement, and all interest on all such amounts, compounded monthly on the last Business Day of each month, will form part of the Liabilities and will be secured by the Security Interests created by this Agreement.
16. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
17. **Rights of Creditor; Limitations on Creditor's Obligations.**
  - (a) **Limitations on Creditor's Liability.** The Creditor will not be liable to the Debtor or any other Person for any failure or delay in exercising any of the rights of the Debtor under this Agreement (including any failure to take possession of, collect, sell, lease or otherwise dispose of any Collateral, or to preserve rights against prior parties). Neither the Creditor, a Receiver nor any agent of the Creditor (including, in British Columbia, Alberta, Saskatchewan, Alberta or New Brunswick or, any sheriff) is required to take, or will have any liability for any failure to take or delay in taking, any steps necessary or advisable to preserve rights against other Persons under any Collateral in its possession. Neither the Creditor nor any Receiver will be liable for any, and the Debtor will bear the full risk of all, loss or damage to any and all of the Collateral (including any Collateral in the possession of the Creditor or any Receiver) caused for any reason other than the gross negligence or wilful misconduct of the Creditor or such Receiver.
  - (b) **Debtor Remains Liable under Accounts and Contracts.** Notwithstanding any provision of this Agreement, the Debtor will remain liable under each of the documents giving rise to the Accounts and under each of the Contracts to observe and perform all the conditions and obligations to be observed and performed by the Debtor thereunder, all in accordance with the terms of each such document and Contract. The Creditor will have no obligation or liability under any Account (or any document giving rise thereto) or Contract by reason of or arising out of this Agreement or the receipt by the Creditor of any payment relating to such Account or Contract pursuant hereto, and in particular (but without limitation), the Creditor will not be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any Account (or any document giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any document giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time.



- (c) Collections on Accounts and Contracts. The Creditor hereby authorizes the Debtor to collect the Accounts and payments under the Contracts in the normal course of the business of the Debtor and for the purpose of carrying on the same. If required by the Creditor at any time, following the occurrence of an Event of Default which is continuing any payments of Accounts or under Contracts, when collected by the Debtor, will be forthwith (and, in any event, within two Business Days) deposited by the Debtor in the exact form received, duly endorsed by the Debtor to the Creditor if required, in a special collateral account maintained by the Creditor, and until so deposited, will be held by the Debtor in trust for the Creditor, segregated from other funds of the Debtor. All such amounts while held by the Creditor (or by the Debtor in trust for the Creditor) and all income in respect thereof will continue to be collateral security for the Liabilities and will not constitute payment thereof until applied as hereinafter provided. If an Event of Default has occurred and is continuing, the Creditor may apply all or any part of the amounts on deposit in said special collateral account on account of the Liabilities in such order as the Creditor may elect. At the Creditor's request, the Debtor will deliver to the Creditor any documents evidencing and relating to the agreements and transactions which gave rise to the Accounts and Contracts, including all original orders, invoices and shipping receipts.
- (d) Analysis of Accounts. The Creditor will have the right to analyze and verify the Accounts in any manner and through any medium that it reasonably considers advisable, and the Debtor will furnish all such assistance and information as the Creditor may require in connection therewith. The Creditor may in its own name or in the name of others (including the Debtor) communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, status, amount and terms of any Account or any Contract. At any time and from time to time, upon the Creditor's reasonable request and at the expense of the Debtor, the Debtor will furnish to the Creditor reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.
18. Dealings by Creditor. The Creditor will not be obliged to exhaust its recourse against the Debtor or any other Person or against any other security it may hold in respect of the Liabilities before realizing upon or otherwise dealing with the Collateral in such manner as the Creditor may consider desirable. The Creditor may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor and any other Person, and with any or all of the Collateral, and with other security and sureties, as the Creditor may see fit, all without prejudice to the Liabilities or to the rights and remedies of the Creditor under this Agreement. The powers conferred on the Creditor under this Agreement are solely to protect the interests of the Creditor in the Collateral and will not impose any duty upon the Creditor to exercise any such powers.
19. Communication. Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by facsimile transmission or other similar means of electronic communication, in each case to the address or facsimile number of the Debtor or Creditor set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered, or on the day of facsimile transmission or sending by other means of recorded electronic communication provided that such day is a Business Day and the communication is so delivered or sent prior to 4:30 p.m. (local time at the place of receipt). Otherwise, such communication will be deemed to have been given and to have been received on the following Business Day. Any communication sent by mail will be

deemed to have been given and to have been received on the fifth Business Day following mailing, provided that no disruption of postal service is in effect. The Debtor and the Creditor may from time to time change their respective addresses or facsimile numbers for notice by giving notice to the other in accordance with the provisions of this Section.

20. **Release of Information.** The Debtor authorizes the Creditor to provide a copy of this Agreement and such other information as may be requested of the Creditor by Persons entitled thereto pursuant to any applicable legislation, and otherwise with the consent of the Debtor.
21. **Waivers and Indemnity.** To the extent permitted by applicable law, the Debtor unconditionally and irrevocably waives (i) all claims, damages and demands it may acquire against the Creditor arising out of the exercise by the Creditor or any Receiver of any rights or remedies under this Agreement or at law, and (ii) all of the rights, benefits and protections given by any present or future statute that imposes limitations on the rights, powers or remedies of a secured party or on the methods of, or procedures for, realization of security, including any "seize or sue" or "anti-deficiency" statute or any similar provision of any other statute. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditor. The Creditor will not, by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Creditor of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which the Creditor would otherwise have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale will extinguish the liability of the Debtor to pay the Liabilities, nor will the same operate as a merger or any covenant contained in this Agreement or of any other liability, nor will the acceptance of any payment or other security constitute or create any novation. The Debtor agrees to indemnify the Creditor from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (except by reason of the gross negligence or willful misconduct of the Creditor or any of its agents or employees) which may be imposed on, incurred by, or asserted against the Creditor and arising by reason of any action (including any action referred to in this Agreement) or inaction or omission to do any act legally required by the Debtor. This indemnification will survive the satisfaction, release or extinguishment of the Liabilities and the Security Interests created by this Agreement.
22. **Environmental License and Indemnity.** The Debtor hereby grants to the Creditor and its employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter any of the premises of the Debtor to conduct audits, testing and monitoring with respect to hazardous substances and to remove and analyze any hazardous substance at the cost and expense of the Debtor (which cost and expense will form part of the Liabilities and will be payable immediately on demand and secured by the Security Interests created by this Agreement). The Debtor will indemnify the Creditor and hold the Creditor harmless against and from all losses, costs, damages and expenses which the Creditor may sustain, incur or be or become liable at any time whatsoever for by reason of or arising from the past, present or future existence, clean-up, removal or disposal of any hazardous substance on or about any property owned or occupied by the Creditor or compliance with environmental laws or environmental orders relating thereto, including any clean-up, decommissioning, restoration or remediation of any premises owned or occupied by the Debtor or other affected lands or property. This indemnification will survive the



satisfaction, release or extinguishment of the Liabilities and the Security Interests created by this Agreement.


23. **Amalgamation.** If the Debtor is a corporation, the Debtor acknowledges that if it amalgamates with any other corporation or corporations, then (i) the Collateral and the Security Interests created by this Agreement will extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, will extend to and include the amalgamated corporation, and (iii) the term "Liabilities", where used in this Agreement, will extend to and include the Liabilities of the amalgamated corporation.
24. **Governing Law; Attornment.** This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta. Without prejudice to the ability of the Creditor to enforce this Agreement in any other proper jurisdiction, the Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of such province. To the extent permitted by applicable law, the Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province.
25. **Interpretation.** Unless otherwise expressly provided in this Agreement, if any matter in this Agreement is subject to the consent or approval of the Creditor or is to be acceptable to the Creditor, such consent, approval or determination of acceptability will be in the sole discretion of the Creditor. If any provision in this Agreement refers to any action taken or to be taken by the Debtor, or which the Debtor is prohibited from taking, such provision will be interpreted to include any and all means, direct or indirect, of taking, or not taking, such action. The division of this Agreement into sections and paragraphs, and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. When used in this Agreement, the word "including" (or includes) means "including (or includes) without limitation". Any reference in this Agreement to a "Section" means the relevant Section of this Agreement. If more than one Debtor executes this Agreement, their obligations under this Agreement are joint and several.
26. **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, the Debtor and its successors and permitted assigns, and will enure to the benefit of, and be binding on, the Creditor and its successors and assigns. The Debtor may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the Creditor.
27. **Paramountcy.** To the extent that there is any inconsistency between a provision of the Loan Agreement and a provision of this Agreement, the provision of the Loan Agreement shall govern. For greater certainty, a provision of the Loan Agreement and a provision of this Agreement shall not be considered to be inconsistent if both relate to the same subject-matter and the provision in this Agreement imposes more onerous obligations or restrictions than the corresponding provision in the Loan Agreement.
28. **Acknowledgment of Receipt/Waiver.** The Debtor acknowledges receipt of an executed copy of this Agreement and, to the extent permitted by applicable law, waives the right to receive a copy of any financing statement, financing change statement or verification statement in respect of any registered financing statement or financing change statement prepared, registered or issued in connection with this Agreement.

[signature page to general security agreement.]

Dated the 9 day of November, 2017.

**RBEE AGGREGATE CONSULTING LTD.**

Address: 22311 Township Road 570  
Sturgeon County, Alberta  
T0A 2W0

By:   
Name: Tim Oldfield  
Title: Director

Email: Bernie@rbeecrushing.ca

I have authority to bind the corporation.

SCHEDULE A

Location of Collateral (Paragraph 5(a))

22311 Township Road 570  
Sturgeon County, Alberta  
TOA 2W0

Intellectual Property Rights (Paragraph 5(g))

n/a

**THIS IS EXHIBIT "F" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



---

**A Commissioner for Oaths in and for the Province of Alberta**

**KAITLIN H. WARD  
BARRISTER & SOLICITOR**



Search ID #: Z14747609

**Transmitting Party**

WEST-END REGISTRATIONS LICENSING & SEARCHES  
LTD. (P158)

10011 170 STREET  
EDMONTON, AB T5P 4R5

Party Code: 50076967  
Phone #: 780 483 8211  
Reference #: 03813680-19098409

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.  
Be sure to read the reports carefully.



Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 15032608427

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-26

Registration Status: Current

Expiry Date: 2022-Mar-26 23:59:59

Exact Match on: Debtor No: 3

**Amendments to Registration**

15041512418	Amendment	2015-Apr-15
18040414068	Amendment	2018-Apr-04
18122824653	Amendment	2018-Dec-28
20010726450	Renewal	2020-Jan-07

**Debtor(s)****Block**

1 PETROWEST CORPORATION  
#204, 10605 WESTSIDE DRIVE  
GRANDE PRAIRIE, AB T8V 8E6

**Status**Deleted by  
18122824653**Block**

2 PETROWEST ENERGY SERVICES GENERAL PARTNER LTD.  
#204, 10605 WESTSIDE DRIVE  
GRANDE PRAIRIE, AB T8V 8E6

**Status**Deleted by  
18122824653**Block**

3 RBEE AGGREGATE CONSULTING LTD  
PO BOX 110  
GIBBONS, AB T0A1N0

**Status**Current by  
18040414068**Secured Party / Parties****Block**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

**Status**

Current

**000060**

Search ID #: Z14747609

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	61226	2015	KOMATSU WA600-6	MV - Motor Vehicle	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	9.25 CUYD SPADE NOSE BUCKET S/N 3W56937-1;	Deleted By 15041512418
3	9.25 CUYD SPADE NOSE BUCKET S/N 3W58424-1	Current By 15041512418

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 15032608685

Registration Type: SECURITY AGREEMENT

Registration Date: 2015-Mar-26

Registration Status: Current

Expiry Date: 2022-Mar-26 23:59:59

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Exact Match on:

Debtor

No: 3

---

**Amendments to Registration**

18040413986

Amendment

2018-Apr-04

18122824741

Amendment

2018-Dec-28

20010727157

Renewal

2020-Jan-07

---

**Debtor(s)**

**Block**

1 PETROWEST CORPORATION  
#204, 10605 WESTSIDE DRIVE  
GRANDE PRAIRIE, AB T8V 8E6

**Status**

Deleted by  
18122824741

**Block**

2 PETROWEST ENERGY SERVICES GENERAL PARTNER LTD.  
#204, 10605 WESTSIDE DRIVE  
GRANDE PRAIRIE, AB T8V 8E6

**Status**

Deleted by  
18122824741

**Block**

3 RBEE AGGREGATE CONSULTING LTD  
PO BOX 110  
GIBBONS, AB T0A1N0

**Status**

Current by  
18040413986

**Secured Party / Parties**

**Block**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

**Status**

Current

**000062**

Search ID #: Z14747609

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	61228	2015	KOMATSU WA600-6	MV - Motor Vehicle	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	9.25 CUYD SPADE NOSE BUCKET S/N 3W55334-1;	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 17110630024

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Nov-06

Registration Status: Current

Expiry Date: 2022-Nov-06 23:59:59

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Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

18041720056	Amendment	2018-Apr-17
18043028193	Amendment	2018-Apr-30
18062221578	Amendment	2018-Jun-22
18080827819	Amendment	2018-Aug-08
19021326057	Amendment	2019-Feb-13
19040933269	Amendment	2019-Apr-09
19052227942	Amendment	2019-May-22
19052745802	Amendment	2019-May-27
19080930348	Amendment	2019-Aug-09
19081914505	Amendment	2019-Aug-19
19091005481	Amendment	2019-Sep-10
19091025353	Amendment	2019-Sep-10
19110444033	Amendment	2019-Nov-04
20060514375	Amendment	2020-Jun-05
21020412743	Amendment	2021-Feb-04

---

**Debtor(s)**

**Block**

1 RBEE AGGREGATE CONSULTING LTD.  
22311 TWP RD 570  
STURGEON COUNTY, AB T0A 0K1

**Status**  
Current

**000064**



Search ID #: Z14747609

**Secured Party / Parties**

**Block**

1 CANADIAN WESTERN BANK  
SUITE 100, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3

**Status**

Deleted by  
19040933269

**Block**

2 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
201, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3  
Phone #: 780 421 5582 Fax #: 800 392 3015

**Status**

Deleted by  
19110444033

**Block**

3 CANADIAN WESTERN BANK - CREDIT SUPPORT, NAB REGION  
201, 12230 JASPER AVENUE  
EDMONTON, AB T5N 3K3  
Phone #: 780 421 5582 Fax #: 800 392 3015  
Email: CSNA.Collsec@cwbank.com

**Status**

Current by  
19110444033

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FDYU82A8JV54738	1988	FORD LT 8000 TANDEM	MV - Motor Vehicle	Current
2	1FDYU90W8LVA19575	1990	FORD LT 9000 TANDEM	MV - Motor Vehicle	Current
3	2M2P141YSHG005203	1987	MACK C/W 20000 PICKER	MV - Motor Vehicle	Current
4	2S9SFW340X1042697	1999	MOD SF34	TR - Trailer	Current
5	DW544GD555001	1996	JOHN DEERE 544G LOADER	MV - Motor Vehicle	Current
6	128E14	1980	TRAILMOBILE/ELRUS	TR - Trailer	Current
7	1NKDLBOX15R061149	1995	MANAC TANDEM VAN	TR - Trailer	Current
8	1NKDLBOX15R061149	2005	KENWORTH T800	MV - Motor Vehicle	Current
9	HEN08298	2008	CATERPILLAR 236B	MV - Motor Vehicle	Current
10	HEN08311	2008	CATERPILLAR 236B	MV - Motor Vehicle	Current
11	HEN07505	2008	CATERPILLAR 236B2	MV - Motor Vehicle	Current
12	HEN07622	2008	CATERPILLAR 236B2	MV - Motor Vehicle	Current
13	HEN07654	2008	CATERPILLAR 236B2	MV - Motor Vehicle	Current
14	HEN07661	2008	CATERPILLAR 236B2	MV - Motor Vehicle	<b>000065</b>

Search ID #: Z14747609

15	CAT0236BEA9H01720	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
16	CAT0236BKA9H01724	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
17	CAT0236BCA9H01718	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
18	CAT0236BCA9H01721	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
19	CAT0236BPA9H01723	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
20	CAT0236BLHEN05098	2013	CATERPILLAR 236B	MV - Motor Vehicle	Current
21	CAT0236BJA9N02471	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
22	CAT0236BHA9H02588	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
23	CAT0236BCA9H02794	2012	CATERPILLAR 236B3	MV - Motor Vehicle	Current
24	CAT0236BAA9H04161	2013	CATERPILLAR 236B3	MV - Motor Vehicle	Current
25	CAT0236BLHEN04042	2006	CATERPILLAR 236B	MV - Motor Vehicle	Current
26	CAT0236BCHEN03615	2006	CATERPILLAR 236B	MV - Motor Vehicle	Current
27	TNK00526	2011	CATERPILLAR 252B3	MV - Motor Vehicle	Current
28	TNK00536	2011	CATERPILLAR 252B3	MV - Motor Vehicle	Current
29	TNK00532	2011	CATERPILLAR 252B3	MV - Motor Vehicle	Current
30	CAT0252BHTNK01032	2011	CATERPILLAR 252B3	MV - Motor Vehicle	Current
31	CAT0252BETNK01033	2011	CATERPILLAR 252B3	MV - Motor Vehicle	Current
32	CAT0252BETNK01145	2012	CATERPILLAR 252B3	MV - Motor Vehicle	Current
33	FF01HHE033461	2005	HITACHI ZX330LC	MV - Motor Vehicle	Current
34	CAT0330DCMWP00635	2006	CATERPILLAR 330DL	MV - Motor Vehicle	Deleted By 19091005481
35	CAT0345DVRAJ00413	2010	CATERPILLAR 345D	MV - Motor Vehicle	Current
36	2A9114039TA003737	1996	ARNES SUPER B TRAIN HIBOY	TR - Trailer	Current
37	1GTHK33607F541541	2007	GMC SIERRA 3500HD	MV - Motor Vehicle	Current
38	1FTWW31R68ED74036	2008	FORM F350 XL	MV - Motor Vehicle	Current
39	2M5120793F1013078	1985	MANAC B TRAIN HIBOY	TR - Trailer	Current
40	1GT4K1B64AF120062	2010	GMC SIERRA 2500HD	MV - Motor Vehicle	Current
41	1GT4K4B63AF122614	2010	GMC SIERRA 3500HD	MV - Motor Vehicle	Current
42	1GT4K4B66AF133669	2010	GMC SIERRA 3500HD	MV - Motor Vehicle	Current
43	1GT4K4B64AF125926	2010	GMC K3500 SIERRA	MV - Motor Vehicle	Current <b>000066</b> Current

Search ID #: Z14747609

44	1GC4K1B67AF106155	2010	CHEVROLET SILVERADO 3500	MV - Motor Vehicle	Current
45	1GJHG39U161202105	2006	GMC G3500 SAVANA VAN	MV - Motor Vehicle	Current
46	1GJHG39U471108317	2007	GMC G3500 SAVANA VAN	MV - Motor Vehicle	Current
47	1GC4K0CG5BF240570	2011	CHEVROLET SILVERADO 3500	MV - Motor Vehicle	Current
48	1GT423CG5CF168692	2012	GMC SIERRA 3500HD	MV - Motor Vehicle	Current
49	3GCUKTE2XCG251163	2012	CHEVROLET SILVERADO 1500	MV - Motor Vehicle	Deleted By 21020412743
50	1GC1KYEG3DF163232	2013	CHEVROLET SILVERADO 2500	MV - Motor Vehicle	Deleted By 19021326057
51	1GAZGIFG3C1153766	2012	CHEVROLET EXPRESS G3500	MV - Motor Vehicle	Current
52	1GAZGIFG5C1154255	2012	CHEVROLET EXPRESS G3500	MV - Motor Vehicle	Current
53	1FT7W2B65BEC99145	2011	FORD F250 XLT	MV - Motor Vehicle	Current
54	CAT00730HAGF01172	2004	CATERPILLAR 730	MV - Motor Vehicle	Current
55	7402336345609	1982	CHAMPION 740 GRADER	MV - Motor Vehicle	Current
56	50W8394	1988	CATERPILLAR 988B	MV - Motor Vehicle	Deleted By 18041720056
57	2TW00369	2001	CATERPILLAR 988G	MV - Motor Vehicle	Deleted By 19091005481
58	2TW00515	2001	CATERPILLAR 988G	MV - Motor Vehicle	Current
59	CAT0988GKBNH00924	2003	CATERPILLAR 988G	MV - Motor Vehicle	Current
60	CAT0988GCBNH01185	2004	CATERPILLAR 988G	MV - Motor Vehicle	Current
61	CAT0988GCBNH01428	2004	CATERPILLAR 988G	MV - Motor Vehicle	Deleted By 19021326057
62	CAT0988GTBNH01312	2004	CATERPILLAR 988G	MV - Motor Vehicle	Current
63	CAT0988HHBXY01335	2007	CATERPILLAR 988H	MV - Motor Vehicle	Deleted By 18041720056
64	CAT0988HLBXY02113	2008	CATERPILLAR 988H	MV - Motor Vehicle	Deleted By 18041720056
65	CAT0988HPBXY02362	2008	CATERPILLAR 988H	MV - Motor Vehicle	Current
66	CAT0988HKBXY02363	2008	CATERPILLAR 988H	MV - Motor Vehicle	Current
67	CAT0988HHBXY02419	2008	CATERPILLAR 988H	MV - Motor Vehicle	<b>000067</b> Current

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68	CAT0988HEBXY02423	2008	CATERPILLAR 988H	MV - Motor Vehicle	Deleted By 18041720056
69	CAT0988HKBXY02427	2008	CATERPILLAR 988H	MV - Motor Vehicle	Current
70	CAT0988HKBXY02430	2008	CATERPILLAR 988H	MV - Motor Vehicle	Deleted By 21020412743
71	CAT0988HVBXY02416	2008	CATERPILLAR 988H	MV - Motor Vehicle	Deleted By 18041720056
72	CAT0988HCBXXY01094	2006	CATERPILLAR 988H	MV - Motor Vehicle	Current
73	13270	2005	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Current
74	A35DV72100	2005	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Deleted By 18041720056
75	72115	2005	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Deleted By 18041720056
76	72151	2005	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Deleted By 18043028193
77	A35DV13559	2006	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Current
78	A35DV13609	2006	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Current
79	A35DV72504	2007	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Deleted By 18041720056
80	A35DV72508	2007	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Deleted By 18041720056
81	13155	2005	VOLVO A35D ROCK TRUCK	MV - Motor Vehicle	Current
82	2A9LB603X6N125330	2006	ASPEN 60 TON GOOSENECK	TR - Trailer	Current
83	2A9JT40296N125335	2006	ASPEN 40 TON TANDEM	TR - Trailer	Current
84	2A9TD202X6N125337	2006	ASPEN TD20-2 TANDEM AXLE	TR - Trailer	Current
85	2A9LB60302N125055	2002	ASPEN 60 TON LOWBOY	TR - Trailer	Current
86	2A9LB503XYN125163	2000	ASPEN 60 TON LOWBOY	TR - Trailer	Current
87	2A9LB50316N125338	2006	ASPEN 50 TON GOOSENECK	TR - Trailer	Current
88	2A9LB403X5N125024	2005	ASPEN LB40	TR - Trailer	Current
89	118E14	1981	TRAILMOBILE HIROY	TR - Trailer	<b>000068</b>

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90	2FEV02726LS176602	1990	FRUEHAUF B-TRAIN	TR - Trailer	Current
91	1GRAA062XWW008709	1998	GREAT DANE 53' TANDEM	TR - Trailer	Current
92	1DW1A5327TS000432	1996	STOUGHTON 53X102 DRY VAN	TR - Trailer	Current
93	1GRAA0627PB09	1993	GREAT DANE OTR 6236	TR - Trailer	Current
94	1PT07AAE5R9005120	1994	TRAILMOBILE 28LX102W	TR - Trailer	Current
95	5KKPALCK85PU23805	2005	WESTERN STAR 4986SX	MV - Motor Vehicle	Current
96	ADE00376	2004	CATERPILLAR D6R LGP II	MV - Motor Vehicle	Current
97	2EN01164	2001	CATERPILLAR D7R	MV - Motor Vehicle	Current
98	CAT00D7RKAGN00650	2004	CATERPILLAR D7R RX II	MV - Motor Vehicle	Deleted By 19091005481
99	AGN00916	2006	CATERPILLAR D7R RX II	MV - Motor Vehicle	Current
100	CAT00D7REAGN00819	2005	CATERPILLAR D7R XR II DS	MV - Motor Vehicle	Current
101	5TJ02843	1995	CATERPILLAR D8N	MV - Motor Vehicle	Current
102	CAT00D8RV6YZ01491	2003	CATERPILLAR D8R DS LL	MV - Motor Vehicle	Current
103	9EM02186	2005	CATERPILLAR D8R	MV - Motor Vehicle	Current
104	9EM02181	2005	CATERPILLAR D8R	MV - Motor Vehicle	Current
105	7XM04434	1999	CATERPILLAR D8R	MV - Motor Vehicle	Current
106	7XM02205	1997	CATERPILLAR D8R	MV - Motor Vehicle	Current
107	7XM02208	1997	CATERPILLAR D8R DS	MV - Motor Vehicle	Current
108	7TL00556	1996	CATERPILLAR D9R	MV - Motor Vehicle	Current
109	1FTWW31P17EB50914	2007	FORD F350 LARIAT	MV - Motor Vehicle	Current
110	FF00L00032816	2004	HITACHI ZX330LC	MV - Motor Vehicle	Current
111	FF01HNQ033973	2005	HITACHI ZX370	MV - Motor Vehicle	Current
112	2HS131462T1039888	1996	MANAC TRIDEM HIBOY	TR - Trailer	Current
113	2M5131467T1038218	1996	MANAC TRIDEM HIBOY	TR - Trailer	Current
114	2M5921468E1010727	1984	MANAC PARTS STORAGE VAN	TR - Trailer	Current
115	2UNGD45L8KH001468	1989	UNIVISION TANDEM HIBOY	TR - Trailer	Current
116	2TCP452BXGA386430	1986	TRAILMOBILE TANDEM HIBOY	TR - Trailer	<b>000069</b>

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117	701016	1979	TRAILMOBILE TANDEM HIBOY	TR - Trailer	Current
118	2K9LB3531VS052018	1997	K-LINE TRIDEM LOWBOY	TR - Trailer	Current
119	2MN01JPH4Y1003190	2000	TRAILMOBILE 53' TANDEM	TR - Trailer	Current
120	2D9HBFA31S1016866	2006	DOEPKER B-TRAIN HIBOY	TR - Trailer	Current
121	2M5130977Y1066121	2000	MANAC SUPER B TRAIN HIBOY	TR - Trailer	Current
122	2M5120855Y1066122	2000	MANAC SUPER B TRAIN PUP	TR - Trailer	Current
123	1NKDLB0X0WR950802	1998	KENWORTH T800	MV - Motor Vehicle	Current
124	1NKDLB0X3YR958671	2000	KENWORTH T800	MV - Motor Vehicle	Current
125	1NKDLB0X71R962938	2001	KENWORTH T800B	MV - Motor Vehicle	Current
126	1XKDDB0X72R965326	2002	KENWORTH T800	MV - Motor Vehicle	Current
127	1SKDDB0X54R972472	2004	KENWORTH T800	MV - Motor Vehicle	Current
128	1NKDLB0X44R973609	2004	KENWORTH T800	MV - Motor Vehicle	Current
129	1NKDLB0X15R981149	2005	KENWORTH T800	MV - Motor Vehicle	Current
130	1NKDLB0X46R990976	2006	KENWORTH T800	MV - Motor Vehicle	Current
131	1NKDLB0X46R990977	2006	KENWORTH T800	MV - Motor Vehicle	Current
132	1M2AD12C0PW001349	1993	MACK CL 713	MV - Motor Vehicle	Current
133	1M2AD6206WW006941	1998	MACK CL 713	MV - Motor Vehicle	Current
134	CAT00740AAXM01839	2008	CATERPILLAR 740	MV - Motor Vehicle	Deleted By 19091005481
135	A40DV12323	2005	VOLVO A40D	MV - Motor Vehicle	Current
136	A40DV12380	2005	VOLVO A40D	MV - Motor Vehicle	Current
137	A40DV12538	2005	VOLVO A40D	MV - Motor Vehicle	Current
138	12565	2005	VOLVO A30D	MV - Motor Vehicle	Current
139	2XW00483	2002	CATERPILLAR 350	MV - Motor Vehicle	Deleted By 19021326057
140	2XW00485	2002	CATERPILLAR 350	MV - Motor Vehicle	Deleted By 19021326057
141	A40DD13835	2007	VOLVO A40D	MV - Motor Vehicle	Current
142	A40DV70210	2007	VOLVO A40D	MV - Motor Vehicle	Current

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143	A40DV70252	2007	VOLVO A40D	MV - Motor Vehicle	Current
144	A40DV70274	2007	VOLVO A40D	MV - Motor Vehicle	Current
145	11213	2004	VOLVO A40D	MV - Motor Vehicle	Current
146	A40DV11214	2004	VOLVO A40D	MV - Motor Vehicle	Deleted By 21020412743
147	8PS01070	2001	CATERPILLAR D400E II	MV - Motor Vehicle	Current
148	A40DV12401	2005	VOLVO A40D	MV - Motor Vehicle	Current
149	A40DV12402	2005	VOLVO A40D	MV - Motor Vehicle	Current
150	A40DV12966	2005	VOLVO A40D	MV - Motor Vehicle	Current
151	A40DV12972	2005	VOLVO A40D	MV - Motor Vehicle	Current
152	A40DV12948	2006	VOLVO A40D	MV - Motor Vehicle	Current
153	A40DV12965	2006	VOLVO A40D	MV - Motor Vehicle	Current
154	A40DV13042	2006	VOLVO A40D	MV - Motor Vehicle	Current
155	A40DV13087	2006	VOLVO A40D	MV - Motor Vehicle	Current
156	A40DV13425	2006	VOLVO A40D	MV - Motor Vehicle	Current
157	A40DV13473	2006	VOLVO A40D	MV - Motor Vehicle	Current
158	A40DV13763	2007	VOLVO A40D	MV - Motor Vehicle	Current
159	A40DV12996	2006	VOLVO A40D	MV - Motor Vehicle	Current
160	A40DV13239	2006	VOLVO A40D	MV - Motor Vehicle	Current
161	A40DV13385	2006	VOLVO A40D	MV - Motor Vehicle	Current
162	CAT00735VB1N00693	2007	CATERPILLAR 735	MV - Motor Vehicle	Current
163	CAT00735LAWR00662	2004	CATERPILLAR 735 6X6	MV - Motor Vehicle	Current
164	CAT00735HAWR00663	2004	CATERPILLAR 735 6X6	MV - Motor Vehicle	Deleted By 19021326057
165	CAT00735KB1N00169	2005	CATERPILLAR 735 6X6	MV - Motor Vehicle	Current
166	CAT00735TB1N00248	2005	CATERPILLAR 735 6X6	MV - Motor Vehicle	Current
167	CAT00735TB1N00251	2004	CATERPILLAR 735	MV - Motor Vehicle	Current
168	B1N00379	2006	CATERPILLAR 735	MV - Motor Vehicle	Deleted By 19091005481
169	A40EV12204	2008	VOLVO A40E	MV - Motor Vehicle	Current
170	A40EV12142	2008	VOLVO A40E	MV - Motor Vehicle	<b>000071</b>



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171	A40EV12209	2008	VOLVO A40E	MV - Motor Vehicle	Current
172	A40EV11940	2008	VOLVO A40E	MV - Motor Vehicle	Current
173	A40EV12049	2008	VOLVO A40E	MV - Motor Vehicle	Deleted By 19091025353
174	A40EV11971	2008	VOLVO A40E	MV - Motor Vehicle	Current
175	2A9TD1015WN125196	1998	ASPEN	TR - Trailer	Current
176	2R9MH3033JN039137	1988	TRAIL-EZE 30' X 8'6"	TR - Trailer	Current
177	2DEHBFZ3131015143	2003	DOEPKER 32FT SUPER B	TR - Trailer	Current
178	2R9MH3235LN039411	1990	TRAIL-EZE 32FT SUPER B	TR - Trailer	Current
179	2R9MH2826LN039412	1990	TRAIL-EZE 28FT PUMP HIBOY	TR - Trailer	Current
180	2DEHBFZ3341016425	2004	DOEPKER 32FT SUPER B	TR - Trailer	Current
181	2DEHBFA2141016426	2004	DOEPKER 28FT SUPER B	TR - Trailer	Current
182	2DEHBFA26Y1012569	2000	DOEPKER 28FT SUPER B	TR - Trailer	Current
183	2DEHBFZ39X1011959	1999	DOEPKER 32FT	TR - Trailer	Current
184	2ATC06288X1011960	1999	DOEPKER 28FT	TR - Trailer	Current
185	2PLF04030RBM64350	1994	PEERLESS SUPER B LEAD	TR - Trailer	Current
186	2DEHBFZ3741016427	2004	DOEPKER 32FT LEAD	TR - Trailer	Current
187	2L9PF2823PE004978	1993	LODE KING SUPER B PUP	TR - Trailer	Current
188	2LDPF282571046131	2007	LOAD KING SUPER B	TR - Trailer	Current
189	2D9HBFA25J1016214	1988	DOEPKER SUPER B	TR - Trailer	Current
190	2M5120855R1030335	1994	MANAC 28X6FT PUP	TR - Trailer	Current
191	2DEHBFA2541016428	2004	DOEPKER 28FT PUP	TR - Trailer	Current
192	2M513097XR1032546	1994	MANAC SUPER B	TR - Trailer	Current
193	6ER003804	1983	FRUEHAUF 26FT B-TRAIN	TR - Trailer	Current
194	8ER003904	1984	FRUEHAUF 26FT PUP	TR - Trailer	Current
195	1GTHK33D37F176657	2007	GMC SIERRA 3500HD	MV - Motor Vehicle	Current
196	1GTHK33608F136961	2008	GMC SIERRA 3500HD	MV - Motor Vehicle	Current
197	1HTMMAAM34H660282	2004	INTERNATIONAL 4300 S/A	MV - Motor Vehicle	Current
198	1FDAF57R99EA55255	2009	FORD F550 XLT	MV - Motor Vehicle	<b>000072</b>

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199	1GDE5C3246F403454	2006	GMC SIERRA C5500	MV - Motor Vehicle	Current
200	1GDE5C3917F426236	2007	GMC C5500	MV - Motor Vehicle	Current
201	1FDAFS7F81EB04021	2001	FORD F550	MV - Motor Vehicle	Current
202	1M2P267C3RM019266	1994	MACK RD6885	MV - Motor Vehicle	Current
203	2M2N187Y4JC021677	1988	MACK RD688ST	MV - Motor Vehicle	Current
204	2E9L50F3643003547	2003	SCONA TRIDEM LOWBOY	TR - Trailer	Current
205	1HTSHZ7RXLH285874	1990	INTERNATIONAL 4000 SERIES	MV - Motor Vehicle	Current
206	2A9TD20202N125048	2002	ASPEN TD20-2SS	TR - Trailer	Current
207	2A9JT40252N125049	2002	ASPEN JT40-21P	TR - Trailer	Current
208	2A9JT3528SS037309	1995	ASPEN 17.5 TON TANDEM	TR - Trailer	Current
209	23592	1982	KNIGHT TANDEM JEEP	TR - Trailer	Current
210	ABNDP8003P1988	1980	NEILS OILFIELD FLOAT	TR - Trailer	Current
211	2E9C40C21X3003037	1999	SCONA TANDEM AXLE JEEP	TR - Trailer	Current
212	4P5GF2022Y1036651	2000	SWS 7000LB GOOSENECK	TR - Trailer	Current
213	1MLV15323LB378004	1990	MILLER 53' TANDEM	TR - Trailer	Current
214	2A9LB5046WN125411	1998	ASPEN TANDEM AXLE	TR - Trailer	Current
215	2M5921616X1058022	1998	MANAC 53' TANDEM	TR - Trailer	Current
216	2LDPF28257104	2007	LODE KING SUPER B PUP	TR - Trailer	Current
217	2LDPF323471043130	2007	LODE KING SUPER B LEAD	TR - Trailer	Current
218	1S12E9538RE366168	1974	STRICK TANDEM DRY VAN	TR - Trailer	Current
219	1JJV482U6VL425180	1997	WABASH 48' TANDEM	TR - Trailer	Current
220	2MN123145V1226305	1977	MOND DRY VAN	TR - Trailer	Current
221	1H2V05329RE002336	1994	FRUEHAUF 53' TANDEM	TR - Trailer	Current
222	1DW1A5324VS104301	1997	STOUGHTON 53' TANDEM AXLE	TR - Trailer	Current
223	1GRAA0628WB131514	1978	GREAT DANE TANDEM DRY VAN	TR - Trailer	Current
224	1JJV533W9YL656174	2000	WABASH REEFER COMMERCIAL	TR - Trailer	<b>000073</b>

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225	1DW1A5329YS402671	2000	STOUGHTON 53X102 DRY VAN	TR - Trailer	Current
226	1DW1A5323VS109120	1997	STOUGHTON 53' TANDEM AXLE	TR - Trailer	Current
227	EC460V80172	2006	VOLVO 460BLC	MV - Motor Vehicle	Deleted By 18062221578
228	1DW1A5322VS091127	1997	STOUGHTON 58X102 DRY	TR - Trailer	Current
229	1H2V04828VE030206	1997	FRUEHAUF 48' TANDEM DRY	TR - Trailer	Current
230	2N9MG673EPE016092	1985	NORTRAIL OILFIELD FLOAT	TR - Trailer	Current
231	2TCH462B8JA559119	1988	TRAILMOBILE TANDEM VAN	TR - Trailer	Current
232	1H2V04827PE026845	1993	FRUEHAUF DRY VAN	TR - Trailer	Current
233	1GRAA06211B022918	2001	DANE 53' TANDEM DRY VAN	TR - Trailer	Current
234	2WLJAEAV72KK19996	2002	WESTERN STAR 4964 POWER	TR - Trailer	Current
235	60646	2011	KOMATSU WA600-6	MV - Motor Vehicle	Current
236	2A9JT454X5N125112	2005	ASPEN TANDEM AXLE	TR - Trailer	Current
237	5101	1976	WILLOCK LOWBED	TR - Trailer	Current
238	FF01HHQ035340	2006	HITACHI ZX330LC	MV - Motor Vehicle	Current
239	F01V7Q050570	2006	HITACHI ZX350LC-3	MV - Motor Vehicle	Current
240	1FFDDC70JBE930059	2012	HITACHI ZX350LC-5	MV - Motor Vehicle	Current
241	FF01J9Q020084	2006	HITACHI ZX650LC-3	MV - Motor Vehicle	Current
242	FF01J9Q020048	2006	HITACHI ZX650LC-3	MV - Motor Vehicle	Current
243	2M5931615Y1067485	2000	MANAC	TR - Trailer	Current
244	1NKDLBOX51R962937	2001	KENWORTH T800B	MV - Motor Vehicle	Current
245	KMTWA044H57A72362	2005	KOMATSU WA500	MV - Motor Vehicle	Deleted By 19091005481
246	60551	2008	KOMATSU WA600-6	MV - Motor Vehicle	Current
247	60440	2009	KOMATSU WA600-6	MV - Motor Vehicle	Current
248	1GCHK23668F185348	2008	CHEVROLET SILVERADO 2500H	MV - Motor Vehicle	Current

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249	1GDJK39608E129454	2008	GMC SIERRA 3500HD	MV - Motor Vehicle	Current
250	1GTHK23627F545116	2007	GMC SIERRA 2500HD	MV - Motor Vehicle	Current
251	2S9GB262X73090023	2007	SWS 8.5X26 FLAT DECK	TR - Trailer	Current
252	B24010188	1988	TERRITORIAL PORTABLE OFFI	MH - Mobile Home	Current
253	2VHTG217471772004	2007	VANGUARD OB320 T/A 8X32	MH - Mobile Home	Current
254	2VHTG217X71770001	2007	VANGUARD 20 TANDEM FIELD	MH - Mobile Home	Current
255	2VHTG217671772005	2007	VANGUARD OB320 T/A 8X32	MH - Mobile Home	Current
256	CAT0980HEJMS04280	2008	CATERPILLAR 980H	MV - Motor Vehicle	Current
257	A40DV13728	2007	VOLVO A40D	MV - Motor Vehicle	Current
258	A40DV13832	2007	VOLVO A40D	MV - Motor Vehicle	Current
259	A40DV70320	2007	VOLVO A40D	MV - Motor Vehicle	Current
260	1HTLDWPF9FHA14759	1985	INTERNATIONAL 1954 S/A	MV - Motor Vehicle	Current
261	B79284207	1979	PEERLESS TANDEM HIBOY PUP	TR - Trailer	Current
262	2H8R20714GS03436	1986	FRUEHAUF PUP VAN	TR - Trailer	Current
263	2M5120851F1013074	1985	MANAC 28' PP B TRAIN	TR - Trailer	Current
264	1PLH0127JBM47820	1988	PEERLESS JEEP	TR - Trailer	Current
265	BRM9508	1994	CUSTOM BUILT TANDEM	TR - Trailer	Current
266	2A9TD1012WN125106	1998	ASPEN SINGLE AXLE	TR - Trailer	Current
267	482356	1991	ROADWAY TRI-AXLE	TR - Trailer	Current
268	2H8P03324FR022902	1985	FRUEHAUF B TRAIN HIBOY	TR - Trailer	Current
269	4P5GF262411037992	2001	SWS 26' GOOSENECK	TR - Trailer	Current
270	2P9LB82D351061163	1995	PTL CAR HAULER	TR - Trailer	Current
271	118E14	1980	TRAINMOBILE B TRAIN HIBOY	TR - Trailer	Current
272	20101636	1972	MY40 4,000LB FORKLIFT	MV - Motor Vehicle	Current
273	1GTHK23173F167101	2003	GMC SIERRA 2500HD	MV - Motor Vehicle	Current
274	1M1AD62Y9TW003432	1996	MACK CL713	MV - Motor Vehicle	<b>000075</b>

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275	2UNF030R7JB001319	1988	UNIVISION SUPER B TRAIN	TR - Trailer	Current
276	2R1B3W3C3H1005488	1987	ROUSSY 48X8'6 ALUMINUM	TR - Trailer	Current
277	5V8VA53277M708842	2007	ELRUS M4303	TR - Trailer	Current
278	5V8VA53266M604129	2006	ELRUS M3753	TR - Trailer	Current
279	M3753ER05CT	2006	VANGUARD TANDEM VAN	TR - Trailer	Current
280	1PTU1JAR029003950	2007	METSO/AES POWER VAN	TR - Trailer	Current
281	5V8VA53258M806057	2007	ELRUS	TR - Trailer	Current
282	1HTAA16EXBHA22043	1981	INTERNATIONAL 1654	MV - Motor Vehicle	Current
283	2H8V04522ES020003	1984	FRUEHAUF TANDEM VAN	TR - Trailer	Current
284	DXT280803	1981	FRUEHAUF 102CT 8 X45'	TR - Trailer	Current
285	2H8R02920JS007101	1988	FRUEHAUF	TR - Trailer	Current
286	2M9HSCK28K1013757	1989	M&M SUPER B TRAIN HIBOY	TR - Trailer	Current
287	2UNF030R7JB001319	1988	UNIVISION 30' LEAD SUPER	TR - Trailer	Current
288	2LDPF3134RE014906	1994	LODE KING SUPER B TRAIN	TR - Trailer	Current
289	2M5130977R1030334	1994	MANAC 32X8FT HIBOY	TR - Trailer	Current
290	1H2V05322RE034335	2006	FRUEHAUF TRIDEM POWER VAN	TR - Trailer	Current
291	96U04334	1980	CATERPILLAR 14G GRADER	MV - Motor Vehicle	Current
292	1NKDLB0X7WR950800	1998	KENWORTH T800B	MV - Motor Vehicle	Current
293	2WLPSDCJ9YK965158	2000	WESTERN STAR 4986 SX	MV - Motor Vehicle	Current
294	1XKddb0XXR975397	2004	KENWORTH T800	MV - Motor Vehicle	Current
295	B79284207	1979	PEERLESS TANDEM HIBOY	TR - Trailer	Current
296	4P5GF262411037992	2001	SWS 26' GOOSENECK	TR - Trailer	Current
297	1GTHK23173F167101	2003	GMC K2500 HD SIERRA	MV - Motor Vehicle	Current
298	AGN00916	2006	CATERPILLAR D7R II XR	MV - Motor Vehicle	Current
299	1NKDLB0X51R962937	2001	KENWORTH T800	MV - Motor Vehicle	Current

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300	BGZ01622	2015	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
301	BGZ01028	2014	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
302	BGZ01631	2015	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
303	BGZ01871	2015	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
304	BGZ02182	2015	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
305	BGZ02449	2016	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
306	BGZ02494	2016	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
307	BGZ02832	2016	CAT Skidsteer 236D	MV - Motor Vehicle	Current By 19040933269
308	1911913723	2016	Superior Jaw Plant 2054	TR - Trailer	Current By 19040933269
309	1482800270	2018	Conveyor 48" x 280'	MV - Motor Vehicle	Current By 19052227942
310	2482800270	2018	Conveyor 48" x 280'	MV - Motor Vehicle	Current By 19052227942
311	1GC4KXCY9KF216001	2019	CHEVROLET SILVERADO LTZ	MV - Motor Vehicle	Current By 19052227942
312	1GC4KXCY3KF215099	2019	CHEVROLET SILVERADO LTZ	MV - Motor Vehicle	Current By 19052227942
313	1GC4KWCY9KF264110	2019	CHEVROLET SILVERADO LTZ	MV - Motor Vehicle	Current By 19052227942
314	1GT42UCY3KF205302	2019	GMC SIERRA SLE3500	MV - Motor Vehicle	Current By 19052227942
315	5194930	2018	JCI Bare Screen Deck	MV - Motor Vehicle	Current By 19052227942
316	5194931	2018	JCI Bare Screen Deck	MV - Motor Vehicle	Current By 19052227942
317	5194932	2018	JCI Bare Screen Deck	MV - Motor Vehicle	Current By 19052227942
318	2A9JT4027KN125215	2019	ASPEN 40 TON TANDEM AXLE	MV - Motor Vehicle	Current By 19080930348
319	2A9LB6538KN125216	2019	ASPEN 60 TON TRIDEM AXLE	MV - Motor Vehicle	<b>000075</b> Current By 19080930348



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320	2A9TD2028KN125217	2019	ASPEN 20 TON TANDEM AXLE	MV - Motor Vehicle	Current By 19080930348
321	2A9TD1018KN125218	2019	ASPEN 10 TON SINGLE AXLE	MV - Motor Vehicle	Current By 19080930348
322	818826	2019	De Watering Screen 5425	MV - Motor Vehicle	Current By 19081914505
323	S194989	2019	Wash Plant JCI 7203-38LP	MV - Motor Vehicle	Current By 19081914505
324	410886	2019	Classifying Tank KPI 7108	MV - Motor Vehicle	Current By 19081914505
325	42480283	2019	Feeder and New Belt 4248	MV - Motor Vehicle	Current By 19081914505
326	E01679	2019	Mud Tank Skid Mounted	MV - Motor Vehicle	Current By 19081914505
327	1498972	2019	Blademill 4420WBST Twin	MV - Motor Vehicle	Current By 19081914505
328	E01680	2019	Slurry Tank Skid Mounted	MV - Motor Vehicle	Current By 19081914505
329	14046123001	2019	Frequency Controller	MV - Motor Vehicle	Current By 19081914505
330	14046123002	2019	Frequency Controller	MV - Motor Vehicle	Current By 19081914505
331	14046123004	2019	Frequency Controller	MV - Motor Vehicle	Current By 19081914505
332	14046123005	2019	Frequency Controller	MV - Motor Vehicle	Current By 19081914505
333	14046123006	2019	Frequency Controller	MV - Motor Vehicle	Current By 19081914505
334	14046123008	2019	Frequency Controller	MV - Motor Vehicle	Current By 19081914505
335	17974	2005	Sand Screws Eagle 11950	MV - Motor Vehicle	Current By 19081914505
336	GTFMW3625140	2005	Sand Screws Gator PSS	MV - Motor Vehicle	Current By 19081914505
337	S194933	2019	Screen Deck JCI 7202-38L	MV - Motor Vehicle	Current By 19081914505
338	VCE0A40EC00012341	2009	Volvo Rock Truck 40 Ton	MV - Motor Vehicle	Current By 19081914505

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339	HCMJBC70J00030028	2014	Hitachi Hydraulic ZX870LC	MV - Motor Vehicle	Current By 20060514375
340	18185103	2014	Clemro 20x54 Jaw Crusher	TR - Trailer	Current By 20060514375
341	48540243	2014	Sumas Welding 35 Yard	TR - Trailer	Current By 20060514375
342	2013FD3642	2013	Sumas Welding 20 Yard	TR - Trailer	Current By 20060514375
343	M6234ERC13SB	2013	Elrus 35 Yard Portable	TR - Trailer	Current By 20060514375
344	M6233ERC13SB	2013	Elrus 35 Yard Portable	TR - Trailer	Current By 20060514375
345	1N9M5501XCK235011	2013	Nor-Tech 30 Yard	TR - Trailer	Current By 20060514375
346	18155071	2013	Clemro 20x54 Portable	TR - Trailer	Current By 20060514375
347	18145032HP500135	2013	Clemro/Nordberg HP500	TR - Trailer	Current By 20060514375
348	17644782	2012	Clemro 20x54 6'x18'	TR - Trailer	Current By 20060514375

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. PROCEEDS: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR.	Current
2	MORMAK 20 SIDE DELIVERY CONVEYOR	Current
3	3675 RADIAL STACKING CONVEYOR, 36" X 75'	Current
4	SERIAL NO. 103SCR58, CUSTOM BUILT 36X60 PORTABLE CONVEYOR	Current
5	32 X 50' PORTABLE CONVEYOR	Current
6	42' PORTABLE TRANSFER CONVEYOR	Current
7	CONVEYOR & TRAILER	Current
8	1999 ELRUS SERIAL NO. M2586ER99SC 5X18-2 DECK SCALP SCREEN	Current
9	MANTLE 1073 SCALE	Current
10	CUSTOM BUILT SURGE BIN, 30-YARD CAPACITY, W/ CONVEYOR, TRAILER- MOUNTED, ELECTRIC POWERED	Current
11	27'X10'X40 TORNE PV SCALE	Current

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12	CUSTOM BUILT SURGE BIN, PORTABLE, FRONT & REAR MOUNTED CONVEYORS	Current
13	CLEMRO 16 WHEEL SUSP C/W RIMS	Current
14	PRECISION PORTABLE TRUCK SCALES	Current
15	TWINBRIDGE PORTABLE TRUCKSCALE	Current
16	1998 MORMAK SERIAL NO. 622498 PORTABLE SURGE BIN, TANDEM, 30-CY	Current
17	CLEMRO 1022-2945 5X18 DOUBLE DECK 160MM SCREEN	Current
18	HORIZONTAL OVAL SCREEN B217	Current
19	1995 ARMADILLO SERIAL NO. 9512-23 NEW OTC 36X25' SANDSCREW	Current
20	CUSTOM BUILT 42"X15' FEEDER HYD GRIZZLY	Current
21	CUSTOM BUILT PORTABLE TRANSFER CONVEYOR, 42" X 100'TRUSS	Current
22	1995 ELRUS M1892 SERIAL NO. ER95STC1085 STACKING CONVEYOR, 58" X 75'	Current
23	1990 CLEMRO SERIAL NO. 346 5X18 2DK 160MM INCL SCALP SCRN	Current
24	1998 WRT 83E154250 BELT FEEDER/HYD.GRIZZLY	Current
25	ELRUS 6X8 TOWER INSTALLED- VAN	Current
26	SERIAL NO. 45341 CEDARRAPIDS SCREEN	Current
27	2001 HIKON 36 X 75 PORTABLE TRANSFER CONVEYOR SERIAL NO. 1367571 2 36X100' RADSTACK W 460V MOT	Current
28	MORMAK 2045 CRUSH/SCREEN PLANT	Current
29	BLD NEWHP500-5HEAD/BOWL ASSBLY	Current
30	2001 THOR T-36-500 RADIAL STACKING CONVEYOR SERIAL NO. 1621	Current
31	2000 JCI 7X20 SCREEN PLANT SERIAL NO. 3720117	Current
32	1994 THUNDERBIRD 6202-H6-DO4663 / 62027-F6-D3287 / 6202-H6-D04661 SERIAL NOS. 2501-07 / 10199-B / 2500-07 PORTABLE SCREENING PLANT, TWIN SCREENS, W/ CONVEYOR, TRAILER MOUNTED	Current
33	2001 CLEMRO SERIAL NO. 1068-2749-05 TWIN SCREENING PLANT	Current
34	2004 THOR T140-500 TELESCOPIC RADIAL STACKING CONVEYOR SERIAL NO. 1757 36" X 140' RADIAL STACKING CONVEYOR	Current
35	2004 THOR T140-5 SERIAL NO. 1743 36" X 140' RADIAL STACKING CONVEYOR	Current
36	1995 CLEMRO SERIAL NO. 1297-3718 HEAVY DUTY 42X48 BELT FEEDER	Current
37	2005 CLEMRO SERIAL NO. 1340-3847 42" X 48' BELT FEEDER	Current
38	2005 CLEMRO SERIAL NO. 1332-3810 HEAVY DUTY 42 X 48 BELT FEEDER	Current
39	2004 THOR T135-1200 RADIAL STACKING CONVEYOR SERIAL NO. 1754	Current <b>000080</b> Current

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40	2004 THOR T135-12 SERIAL NO. 1758 36' X 135FT CONVEYOR	Current
41	2000 PIONEER SERIAL NO. 402134 1654 OH ECCEN TYPE JAW CRUSHER	Current
42	2005 SUPERIOR TSLP36X36 SERIAL NO. 5911 TELESTACKER CONVEYOR, 36" X 136'	Current
43	2006 SUPERIOR TS42X50 SERIAL NO. 6671 RADIAL STACKING CONVEYOR, TELESCOPING, 42" X 50 TO 150'	Current
44	JCI 2X97 JCI 6X20 DBLEDECK SCREENS	Current
45	40 FT SHIPPING CONTAINER SERIAL NO. 4220894	Current
46	40 FT SHIPPING CONTAINER SERIAL NO. 4741650	Current
47	2007 40 FT SHIPPING CONTAINER SERIAL NO. MOLU7007949	Current
48	2002 ELRUS SERIAL NO. M300ER02JP 20-54 SCREEN PLAN	Current
49	PEERLESS SERIAL NO. 23568 36 X 100 CONVEYOR	Current
50	A-1 QUALITY BELTING 40 TON FEEDER SKID MOUNTED	Current
51	CLEMRO SERIAL NO. 1141-3253 54X20 110HDVIBR GRIZZ FD	Current
52	2013 CLEMRO SERIAL NO. 1515-5071 1816-4810 1817-5087 20X54 / 6X18 JAW SCREEN PLANT	Current
53	2002 ELRUS M3000 SERIAL NO. CD2495 CD2495A FIE PORTABLE JAW CRUSHER PLANT, 20 X 54, WITH TRIPLE DECK SCREEN, 5 X 18, 16 WHEEL CHASSIS	Current
54	2004 PIONEER SERIAL NO. 402134 PORTABLE JAW CRUSHER PLANT, 20 X 54, WITH 5 X 18 TWIN DECK SCREEN	Current
55	2006 CLEMRO SERIAL NO. 1349-3863 PORTABLE JAW CRUSHER PLANT, 20 X 54	Current
56	2007 CLEMRO SERIAL NO. 1417-4050 PORTABLE JAW CRUSHER PLANT, 20 X 54	Deleted By 18080827819
57	2007 CLEMRO SERIAL NO. 1466-4127 / 1467-4123 CRUSHING AND SCREENING PLANT, 20" X 54" JAW CRUSHER, TWIN DECK SCREEN - 5' X 18', 16-WHEEL TANDEM AXLE TRAILER, W/ CONVEYOR	Current
58	2006 CLEMRO SERIAL NO. 1353-2920 PORTABLE CRUSHING AND SCREENING PLANT W/ 20" X 54" JAW CRUSHER, W/ 5' X 16' TRIPLE SCREEN DECK, TRAILER MOUNTED	Current
59	2009 CLEMRO SERIAL NO. Chas 1554-4293 / Scr 1555-4216 PORTABLE CRUSHING AND SCREENING PLANT W/ 20" X 54" JAW CRUSHER, W/ 5' X 16' TRIPLE SCREEN DECK, TRAILER MOUNTED	Current
60	1995 CLEMRO SERIAL NO. 0652-1898 PORTABLE CRUSHING AND SCREENING PLANT W/ 25" X 26" JAW CRUSHER, W/ 6' X 18' TRIPLE SCREEN DECK, TRAILER MOUNTED	Current

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61	2001 PIONEER SERIAL NO. 403176 PORTABLE CRUSHING AND SCREENING PLANT W/ PIONEER "ROCK EATER" 28" X 54" JAW CRUSHER, 5' X 18' TWIN DECK INCLINE SCREEN, CONVEYOR, TRAILER-MOUNTED	Current
62	2012 PENNER & LEWIS NOR-TECH SERIAL NO. 2012-F023 SURGE BIN, 30-YARD CAPACITY, W/ CONVEYOR, TRAILER-MOUNTED, ELECTRIC POWERED	Current
63	2007 PIONEER SERIAL NO. UH3785 30 X 42 PORTABLE JAW CRUSHER	Current
64	2007 PIONEER SERIAL NO. 1293 30 X 42 PORTABLE JAW CRUSHER	Current
65	2013 PENNER & LEWIS NORT-TECH P-30-48 SERIAL NO. 2013-F001 SURGE BIN, 30-YARD CAPACITY, W/ CONVEYOR, TRAILER-MOUNTED, ELECTRIC POWERED	Current
66	2007 ELRUS M4063 SERIAL NO. M3448ER04J HEAVY DUTY 30X54 JAW CRUSHER, PORTABLE, WITH GRIZZLY FEEDER	Current
67	98 X 36 CONVEYOR	Current
68	36 X 100 CONVEYOR	Current
69	2013 SUMAS WELDING & FAB SERIAL NO. 061-30-2015 BELT FEEDER	Current
70	2010 KOLBERG SERIAL NO. 408551 36 X 60 STACKING CONVEYOR	Current
71	2003 CLEMRO SERIAL NO. 12233466 36 X 60 STACKING CONVEYOR	Current
72	2008 38' CONVEYOR-LEGS & PAINT	Current
73	2007 KAFKA SERIAL NO. EL42100MN1005630T CONVEYOR 42 X 100	Current
74	PIONEER / NORDBERG SERIAL NO. 424808SS PORTABLE JAW CRUSHER, 42X48 250HP, 4X20 FT	Current
75	2006 STACKER SERIAL NO. 445088 RADIAL STACKER CONVEYOR, 42 X 125	Current
76	2007 LUFF CONVEYING 42"X75' CONVEYOR (RIG UP UNIT)	Current
77	2007 LUFF CONVEYING 36"X75' ELECTRIC TOPDRIVE	Current
78	2007 LUFF CONVEYING 75' CONVEYOR (RIG UP UNIT)	Current
79	2007 LUFF CONVEYING 75' CONVEYOR (RIG UP UNIT)	Current
80	2007 75' CONVEYOR (RIG UP UNIT)	Current
81	2003 GENIE Z45-25 SERIAL NO. Z452503-22053 AERIAL LIFT	Current
82	2006 STANLEY 80 EX HYDRAULIC HAMMER SERIAL NO. 07ST0284	Current
83	BALZAR BC45 36X100' CONVEYOR	Current
84	BALZAR BC45 36X100' CONVEYOR	Current
85	BALZAR 48X43' CONVEYOR	Current
86	BALZAR 48X116' CONVEYOR	Current <b>000082</b>
87	2000 PIONEER SERIAL NO. 400271 1654 JAW CRUSHER	Current



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88	2005 CLEMRO SERIAL NO. 1317-3728 JAW SCREEN PLANT 20X54/5X18	Current
89	CLEMRO SERIAL NO. 1013-2914 JAW SCREEN PLANT 20X54/5X18	Current
90	2012 CLEMRO SERIAL NO. 1750-4785 36 X 60 CONVEYOR	Current
91	2012 CLEMRO SERIAL NO. 1751-4785 36 X 60 CONVEYOR	Current
92	2012 CLEMRO SERIAL NO. 1752-4785 36 X 60 CONVEYOR	Current
93	2012 CLEMRO SERIAL NO. 1753-4785 36 X 60 CONVEYOR	Current
94	2011 CLEMRO SERIAL NO. 1693-4640 36 X 60 CONVEYOR	Current
95	2011 CLEMRO SERIAL NO. 1694-4640 36 X 60 CONVEYOR	Current
96	2011 CLEMRO SERIAL NO. 1694-4640 36 X 60 CONVEYOR	Current
97	2011 CLEMRO SERIAL NO. 4696-4640 36 X 60 CONVEYOR	Current
98	36" X 60" STACKING CONVEYOR	Current
99	2010 CLEMRO SERIAL NO. 1659-4539 LOW PROFILE 42X42 BELT FEEDER	Current
100	2006 CLEMRO SERIAL NO. 1352-3876 BELT FEEDER, 42"X 48", WITH HOPPER AND HYDRAULIC GRIZZLY	Current
101	2006 CLEMRO SERIAL NO. 1348-3876 BELT FEEDER, 42"X 48", WITH HOPPER AND HYDRAULIC GRIZZLY	Current
102	2007 CLEMRO SERIAL NO. 1459-4120 BELT FEEDER, 42"X 48", WITH HOPPER AND HYDRAULIC GRIZZLY	Current
103	2008 CLEMRO SERIAL NO. 1526-4216 BELT FEEDER, 42"X 48", WITH HOPPER AND HYDRAULIC GRIZZLY	Current
104	BELT FEEDER, 42"X 48", WITH HOPPER AND HYDRAULIC GRIZZLY	Current
105	2011 ISUZU SERIAL NO. 128577 / M11J391072 20160KW GENSET	Current
106	GROUNDWORX 36 X 60 OVERLAND CONVEYOR	Current
107	GROUNDWORX 36 X 60 OVERLAND CONVEYOR	Current
108	GROUNDWORX 36 X 60 OVERLAND CONVEYOR	Current
109	GROUNDWORX 36 X 60 OVERLAND CONVEYOR	Current
110	GROUNDWORX 36 X 60 OVERLAND CONVEYOR	Current
111	GROUNDWORX 36 X 60 OVERLAND CONVEYOR	Current
112	36 X 180 OVERLAND CONVEYOR	Current
113	LOT PORTABLE CONVEYORS IN YARD	Current
114	2007 CENTURY ELECTRIC 50 HP GENSET BREAKER UNIT	Current

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115	2003 CLEMRO SERIAL NO. 12173441 36" PORTABLE BELT FEEDER	Current
116	1997 METSO HP400 SERIAL NO. WRT 97P400-1OC PORT CONE CRUSHER	Current
117	1997 NORDBERG HP400 SERIAL NO. 97-154600 PORTABLE CONE CRUSHER, 400HP, 52" DIAMETER, W/ CONVEYOR, TRAILER MOUNTED, TRI-AXLE	Current
118	2002 NORDBERG HP400 SERIAL NO. HP400-437 PORT CONE CRUSHER	Current
119	2005 NORDBERG & CLEMRO HP400 SERIAL NO. HP400471 & 1338-3830 PORT CONE CRUSHER	Current
120	2007 NORDBERG HP400 SERIAL NO. HP400462 PORT CONE CRUSHER	Current
121	2012 METSO HP400 SERIAL NO. 125353 PORT CONE CRUSHER	Current
122	2003 NORDBERG HP500 SERIAL NO. HP500207 PORTABLE CONE CRUSHER, 500HP, 60" DIAMETER, W/ CONVEYOR, TRAILER MOUNTED, TRI-AXLE	Current
123	2014 CLEMRO HP500 SERIAL NO. 1849-5154 PORT CONE CRUSHER	Current
124	2003 NORDBERG HP500 SERIAL NO. HP500226 PORTABLE CONE CRUSHER, 500HP, 60" DIAMETER, W/ CONVEYOR, TRAILER MOUNTED, TRI-AXLE	Current
125	2002 NORDBERG HP500 SERIAL NO. HP500188 PORT CONE CRUSHER	Current
126	2002 NORDBERG HP500 SERIAL NO. HP500189 PORT CONE CRUSHER	Current
127	2006 NORDBERG HP500 SERIAL NO. 123506 PORTABLE CONE CRUSHER, 500HP, 60" DIAMETER, W/ CONVEYOR, TRAILER MOUNTED, 16-WHEEL TANDEM AXLE TRAILER	Current
128	2007 NORDBERG / METSO MINERALS HP500 CONE/ 16 WHEEL CHASIS SERIAL NO. 2055-3231/CHASIS S47537M046032 PORT CONE CRUSHER	Current
129	2009 HILL TOPS 36-60 RADIAL STACKER CONVEYOR	Current
130	2009 HILL TOPS 36-60 RADIAL STACKER CONVEYOR	Current
131	2009 JUNIPER JCP36-50 SERIAL NO. 36-50-28 BELT CONVEYOR, 36" X 50'	Current
132	2009 JUNIPER JCP36-50 SERIAL NO. 36-50-27 BELT CONVEYOR, 36" X 50'	Current
133	2009 JUNIPER JCP36-50 SERIAL NO. 36-50-26 BELT CONVEYOR, 36" X 50'	Current
134	2009 JUNIPER JCP42-50 SERIAL NO. 42-50-35 BELT CONVEYOR, 42" X 50'	Current
135	2009 JUNIPER JCP42-50 SERIAL NO. 42-50-25 BELT CONVEYOR, 42" X 50'	Current
136	2009 JUNIPER JCP42-50 SERIAL NO. 42-50-24 BELT CONVEYOR, 42" X 50'	Current
137	2011 JUNIPER JCP42-50 SERIAL NO. 42-30-32 BELT CONVEYOR, 42" X 50'	Current
138	2012 JUNIPER JCP42-50 SERIAL NO. 48-50-35 BELT CONVEYOR, 48" X 50'	Current
139	2008 KOLBERG-PIONEER SERIAL NO. 407289 RADIAL STACKER CONVEYOR, 36 X 60	Current
140	2008 KOLMAN RADIAL STACKER CONVEYOR, 36 X 84	<b>000084</b> Current

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141	1997 INGERSOLL-RAND L6-4MH SERIAL NO. 269569UIH823 PORTABLE LIGHT TOWER, 6KW	Current
142	2007 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAH15197H000142 LIGHT TOWER	Current
143	2007 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAH15197H000108 LIGHT TOWER	Current
144	2007 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAH15177H000107 LIGHT TOWER	Current
145	2007 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAH151X7H000103 LIGHT TOWER	Current
146	2007 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAH15147H000114 LIGHT TOWER	Current
147	2005 MAGNUM 5080MMH 8 KW SERIAL NO. 5AJLS16125B005399 8KW LIGHT TOWER	Current
148	2006 AMIDA 5080D4MH 0 KW SERIAL NO. 4ZJSL151961H73713 LIGHT TOWER	Current
149	2008 TEREX AL5000 8 KW SERIAL NO. 4ZJSL151581000139 LIGHT TOWER	Current
150	1997 INGERSOLL-RAND L6-4MH SERIAL NO. 271424UKH823 PORTABLE LIGHT TOWER, 6KW	Current
151	1997 INGERSOLL-RAND L6-4MH SERIAL NO. 253872UBF823 PORTABLE LIGHT TOWER, 6KW	Current
152	INGERSOLL-RAND L6-4MH SERIAL NO. 325436UJL822 PORTABLE LIGHT TOWER, 6KW	Current
153	2002 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAC15122H000040 LIGHT TOWER	Current
154	2002 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAC15162H000042 LIGHT TOWER	Current
155	2002 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAC15182H000043 LIGHT TOWER	Current
156	AMIDA LT507SD4MH PORTABLE LIGHT TOWER SERIAL NO. 941026431 LIGHT TOWER	Current
157	1988 AMIDA LT507SD4MH PORTABLE LIGHT TOWER SERIAL NO. 970842887 LIGHT TOWER	Current
158	MAGNUM 6KW PORTABLE LIGHT PLANT SERIAL NO. 5AJLS16118B005558	Current
159	MAGNUM 6KW PORTABLE LIGHT PLANT	Current
160	2006 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAC15156H000300 LIGHT TOWER	Current
161	MAGNUM 6KW PORTABLE LIGHT PLANT	Current

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162	MAGNUM 6KW PORTABLE LIGHT PLANT SERIAL NO. 5AJLS16148B00323	Current
163	2006 ALLMAND BROS. MAXI LITE 20KW SERIAL NO. 5AEAC15116H000326 LIGHT TOWER	Current
164	2008 MORMACK SERIAL NO. M-2421-0611 RADIAL STACKER CONVEYOR, 36 X 60	Current
165	1987 ELRUS SERIAL NO. ER875P287 6X20 EL RUSS SCREEN PLANT	Current
166	1978 CLEMRO 5 X 18 FT 2 DECK SERIAL NO. FIL014950 PORTABLE SCREENING PLANT	Current
167	42" AND 60" AND 36" CONVEYOR	Current
168	GENSET & COVER	Current
169	2005 MORMAK 30 TON SURGE BIN	Current
170	2009 ELRUS 30YD3 SB SERIAL NO. M5060ERC09SB SURGE BIN, 30-YARD CAPACITY, W/ CONVEYOR, TRAILER-MOUNTED, ELECTRIC POWERED	Current
171	2012 ELRUS 10' X 14' SURGE BIN SERIAL NO. 199379	Current
172	2012 CLEMRO 42' X 43' SURGE BIN SERIAL NO. 1747-4300	Current
173	2012 ELRUS 30' SURGE BIN SERIAL NO. M5950ERC12SB	Current
174	1981 ELRUS 20 CY PORTABLE SURGE BIN	Current
175	1979 SPOMAC 9'X14' PORTABLE SURGE SERIAL NO. PB7910	Current
176	1998 FABTEC 1'X6"X18 PORTABLE SURGE SERIAL NO. P4010898	Current
177	2013 NORTECH P-30 42SB SERIAL NO. 1N9M83716DE265017 15CY PORTABLE IN/OUT SURGE BIN	Current
178	2003 CLEMRO 42X42 30 YARD PORTABLE SURGE BIN SERIAL NO. 12213464	Current
179	1987 ELRUS M890 PORTABLE SURGE BIN SERIAL NO. ER87SB327	Current
180	2007 A-1 QUALITY BELTING SURGE BIN, 20 CUBIC YARD	Current
181	MASABA SERIAL NO. 9461 40 TON STEEL SURGE HOPPER	Current
182	2014 PRECISION SCALE 2X06-30-80-3-EXTPV PRECISION PORTABLE TRUCK SCALE	Current
183	10'X90' LOW PROFILE PLATFORM SCALE	Current
184	1994 PACIFIC 50 TON PORTABLE SCALE SERIAL NO. 94269JE	Current
185	2007 SCALE CONVEYOR - PLANT #6, 36 X 60	Current
186	2010 PRECISION SCALE 80 TON WEIGHT SCALE	Current
187	2007 PACIFIC PORTABLE TRUCK SCALE, 14X30	Current
188	PACIFIC SCALE, 14X30	<b>000086</b>

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189	1995 CEDARAPIDS FSG6203 SERIAL NO. 34D0792 6X20 TRIPLE DECK SCREEN	Current
190	2004 CLEMRO SERIAL NO. 12713478 6X20 TRIPLE DECK SCREEN	Current
191	2007 VALLEY EQUIP COMPANY SCREENS WITH INSTALL & FREIGHT SERIAL NO. 50238 FLAT SCREEN BASKET (8X20)	Current
192	1998 ELRUS SERIAL NO. ER98SP1442 PORTABLE SCREENDECK, 7' X 16', W/ CONVEYOR, TRAILER MOUNTED	Current
193	JCO TWIN 6 X 20 JCI SCREEN PLANT	Current
194	IRON WORKS SERIAL NO. 2494-06 TWIN EAGLE 36" SAND SCREW	Current
195	ELRUS M2018 SERIAL NO. ER96TC1191 ELEVATED WASH PLANT CONVEYOR, 48-INCH, SINGLE AXLE TRAILER MOUNTED	Current
196	2004 EAGLE / IRON WORKS 44"32' FINE MATERIAL WASHER SERIAL NO. 16819	Current
197	1986 CLEMRO SERIAL NO. 290 6'X20' PORTABLE SCREEN PLANT	Current
198	2012 SUMAS WELDING & FAB 42-48 BELT FEEDER	Current
199	1997 CEDAR RAPIDS SERIAL NO. 48795 6X20 SCREENDECK	Current
200	1997 CEDAR RAPIDS 6X20 SCREENDECK	Current
201	2000 CEDAR RAPIDS S6203D8 SERIAL NO. 49292 6X20 SCREENDECK	Current
202	ELRUS PRI-M197 SERIAL NO. ER80LF71 5X18 2 DECK SCREEN PLANT	Current
203	2007 SUPERIOR SERIAL NO. 7271 RADIAL STACKING CONVEYOR, 36 X 100	Current
204	2001 SVEDALA / EL-RUSS 8FT X 22FT - 3 DECK SCREENING PLAN SERIAL NO. M2778ER01SP	Current
205	THOR T150-48-200 SERIAL NO. 2234 TELESCOPIC CONVEYOR	Current
206	2014 PRECISION SCALE 2X06-30-80-3-EXTPV PORTABLE TRUCK SCALE	Current
207	2014 EXTREME TWO-6X8 / 80,000KG SERIAL NO. 1704000085 TWIN BRIDGE 6 X 8 TRUCK SCALE	Current
208	2013 TSNS GSE560 SERIAL NO. GSE560 DUAL BRIDGE TRUCK SCALE	Current
209	2008 CLEMRO & MISC SERIAL NO. RIG UP TWIN SCREEN PLANT, 5 X 18, TRIPLE DECK, TRIDEM AXLE CHASSIS	Current
210	2004 ELRUS M3426 SERIAL NO. M3426ER04CT 6X10' CONTROL TOWER, TANDEM AXLE CHASSIS MTD	Current
211	2003 CLEMRO SERIAL NO. 1199-3399 PORTABLE SCREENING PLANT	Current
212	1995 FABTEC TWIN 5X16 SCREEN PLANT	Current
213	2013 CLEMRO SERIAL NO. 1780-4867 SCREEN PLANT, TWIN DECK, 7' X 20', TANDEM AXLE TRAILER MOUNTED	Current
214	2006 ELRUS SERIAL NO. M380-1ER06S5 TWIN SCREENING PLANT	Current

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215	2006 TOWER VAN / DETROIT 750 KW SERIAL NO. 1PT01JAH3P9010664 GENSET	Current
216	2007 ELRUS M4303 SERIAL NO. 5V8VA53277M708842 / 4284ER07CT DRY VAN TRAILER, 53', W/ 6' X 10' ELEVATING CONTROL TOWER, MOTOR STARTER DISCONNECTS	Current
217	TWIN 6 X 18 SCREEN DECK, W/ CONVEYORS, 16-WHEEL TRAILER MOUNTED	Current
218	1990 ELRUS POTABLE TWIN SERIAL NO. UM157 SCREENING PLANT	Current
219	2008 CENTURY ELECTRIC GENSET BRAKER UNIT	Current
220	2006 ELRUS / VANGUARD M3753 / TANDEM VAN TRAILER SERIAL NO. 5V8VA53266M604129 /M3753ER05CT	Current
221	2007 ELRUS/VANGUARD 53 CONTROL TRAILER & 6X10 TOWER SERIAL NO. 5V8VA53258M806057 / ER07CT	Current
222	2011 50HP CONTROL TOWER	Current
223	1984 CLEMRO 5X14 AND 5X18 DECK SERIAL NO. 92-301	Current
224	CLEMRO/THUNDERBIRD PORTABLE SCREEN PLANT, TWIN SCREEN 6X16 6X20	Current
225	2000 SERIAL NO. 1PT01JAH4P9001911 53' POWER VAN PLANT	Current
226	2006 AGGREGATE THUNDERBIRD II SERIAL NO. 6163F36SS-D3738 WASH PLANT	Current
227	2006 ELRUS M3909 6X20 SERIAL NO. M3909ER06SP PORTABLE WASH PLANT	Current
228	1998 WRT PORTABLE HEAVY DUTY SERIAL NO. C83-130098 MOD83E154250 PORT FEEDER PLANT	Current
229	2005 JCI 6203 CPM SERIAL NO. P02156 6 X 20 (3) DECK SCREEN	Current
230	2005 CLEMRO PORTABLE 6X20 TWIN DECK SCREEN PLANT SERIAL NO. 1343-3843 1344-3841 1345-3841	Current
231	2007 NORDBERG HP500 SERIAL NO. 124633 PORTABLE CONE CRUSHER PLANT	Current
232	2007 NORDBERG HP500 SERIAL NO. 123517 PORTABLE CONE CRUSHER PLANT	Current
233	2003 NORDBERG HP400 SERIAL NO. HP400455 PORTABLE CONE CRUSHER PLANT	Current
234	2004 CLEMRO SERIAL NO. 1264-3203 & 34C1095 & 0210 22 X 36 JAW CRUSHER/SCREEN PLANT	Current
235	1998 MCCLOSKEY SERIAL NO. 10757 36 X 120 STACKER	Current
236	1995 WRT SERIAL NO. C125-42-103894 42 X 125 CONVEYOR	Current
237	2004 CLEMRO SERIAL NO. 1256-3551 JAW CRUSHER	Current
238	1998 THOR PORTABLE T36-500 CONVEYOR SERIAL NO. 1428 36 X 130 BELT CONVEYOR	Current
239	2007 CLEMRO 20X54/5X18 5X18-2DECK SERIAL NO. 1460-4127 / 1461-4123 PORTABLE JAW PLANT & SCREEN	Current



Search ID #: Z14747609

240	1997 ELRUS M2167 SERIAL NO. ER97PC1311 36 X 140 CONVEYOR	Current
241	1995 CLEMRO SERIAL NO. 0580-1974 42" BELT FEEDER	Deleted By 18080827819
242	2003 CLEMRO 36" BELT FEEDER	Current
243	2007 CLEMRO 42X48/18 SERIAL NO. 1464-4120 BELT FEEDER	Current
244	1981 ROUSSY PARTS VAN & OFFICE SERIAL NO. 10253381 45' PARTS VAN	Current
245	1984 ELRUS SERIAL NO. ER84LF131 42" SURGE BIN, 20-CU WITH CONVEYOR	Current
246	1989 ELRUS SERIAL NO. ER89SB501 42" SURGE BIN, 20-CU WITH CONVEYOR	Current
247	1990 MANTLE DF2000 SERIAL NO. 0BL 30" MANTLE PLATFORM SCALE	Current
248	1990 CLEMRO SERIAL NO. 336 36 X 60 CONVEYOR	Current
249	1994 CLEMRO SERIAL NO. 0583-1931 36 X 60 CONVEYOR	Current
250	1987 ELRUS SERIAL NO. ER87PC374 36 X 60 CONVEYOR	Current
251	1999 CLEMRO SERIAL NO. 072-2816 36 X 60 CONVEYOR	Current
252	1999 CLEMRO SERIAL NO. 0973-2816 36 X 60 CONVEYOR	Current
253	1999 CLEMRO SERIAL NO. 0974-2816 36 X 60 CONVEYOR	Current
254	1984 CUSTOM BUILT TANDEM HIBOY	Current
255	B TRAIN REEFER	Current
256	TRAIL 45' TANDEM SERIAL NO. 6721230 TRAIL45'T/A STOR/FUEL VAN TRL	Current
257	1975 RED RAM TANDEM HI-BOY VAN SERIAL NO. 3778726 8' X 40' HI-BOY	Current
258	FRUEHAUF 8' X 42' HI-BOY W/SEA CAN SERIAL NO. 32V179803	Current
259	FRUEHAUF HIBOY SERIAL NO. 32V179802	Current
260	1988 FRUEHAUF / ELRUS SERIAL NO. 2H8R02920JS007101 / ER94CT959 28' TANDEM TOWER	Current
261	WILLOCK TANDEM HIBOY	Current
262	WELDCO EX250 BUCKET	Current
263	84 Q/C CHUCK BLADE	Current
264	1990 CATERPILLAR T50D LIFT TRUCK, 5,000-LB	Current
265	Q/C 66 CLEAN UP BUCKET	Current
266	WBM SERIAL NO. 3833093 CLEAN-UP BUCKET	Current
267	WBM SERIAL NO. 38330943 CLEAN-UP BUCKET, 72"	Current <b>000089</b>
268	WBM SERIAL NO. 32623641 DIGGING BUCKET, 36"	Current

Search ID #: Z14747609

269	WBM STK MOUNTED RIPPER	Current
270	HITACHI 370 36" DIGGING BUCKET SERIAL NO. KA14450KPL	Current
271	1989 M&M SUPER B TRAIN HIBOY TRAILER SET SERIAL NO. 2M9HSCK28K1013757/ K1013756	Current
272	CATERPILLAR 988G BUCKET SERIAL NO. 7NW03609	Current
273	2008 CENTURY ELECTRIC GENSET BREAKER UNIT	Current
274	WELDCO SERIAL NO. FROM NUNORTHERN (383772) 48" DIGGING BUCKET	Current
275	2007 WELDCO BEALES SERIAL NO. 07HI3912/ 3W11863-1 3 POCKET RIPPER FOR ZX650	Current
276	JOHN DEERE 72" CLEAN UP BUCKET SERIAL NO. FROM NUNORTHERN	Current
277	TRIDEM LOWBOY TRAILER, 60-TON CAPACITY	Current
278	1984 TRAILMOBILE 8' X 26' TANDEM HIBOY PUP	Current
279	1994 LODE KING SUPER B TRAIN HIBOY SERIAL NO. 2LDPF3134RE014906/ RE014907	Current
280	2007 WAJAX MB 80 SERIAL NO. 1597 HAMMER	Current
281	2008 WAJAX MB 80 SERIAL NO. 1634 HAMMER	Current
282	2007 PARTS STORAGE VAN	Current
283	TRAIL-EZE 30' X 8'6" PUP HIBOY SERIAL NO. 850912541	Current
284	1994 MANAC 32X8FT HIBOY SERIAL NO. 2M5130977R1030334 / R1030335	Current
285	ASPEN JEEP, TANDEM AXLE, 40-TON CAPACITY	Current
286	LODE KING 53' X 8'6"TRIDEM HIBOY SERIAL NO. 2LDPF533PX9031540	Current
287	2006 FREUHAUF / STANFORD GEN TRIDEM POWER VAN TRAILER SERIAL NO. 1H2V05322RE034335 / 0197307001 1,352 KILOWATT GEN SET 307001	Current
288	CAMPMASTER CAMP TRAILER, DUAL KITCHENS, BEDS AND BATHS	Current
289	2007 40' STORAGE CONTAINER UNIT 1087152	Current
290	USED 50' X 80' QUONSET	Current
291	20 FT SHIPPING CONTAINER SERIAL NO. CHAU2001210	Current
292	ANTH W SKIDD 500GAL PROP TANK SERIAL NO. 63673	Current
293	2003 INGERSOLL-RAND LIGHT TOWER SERIAL NO. 332276UIM789	Current
294	8'X20' STEEL STORAGE CONTAINER	Current
295	40 FT SHIPPING CONTAINER SERIAL NO. EISU137890-5	Current

Search ID #: Z14747609

296	40 FT SHIPPING CONTAINER SERIAL NO. EISU135383-0	Current
297	STAMFORD 50 KW DIESEL GENERATOR SERIAL NO. C0737205	Current
298	SCHNURR 40KW DIESEL GENERATOR SET	Current
299	SCHNURR 40KW DIESEL GENERATOR SET	Current
300	SCHNURR 40KW DIESEL GENERATOR SET	Current
301	CUMMINS 80 KW GENSET SERIAL NO. 45571089	Current
302	2004 NORTHERN STEEL 25000 LTR HSEAL ENVIROTANK SERIAL NO. C-244011	Current
303	2004 NORTHERN STEEL 25000 LTR HSEAL ENVIROTANK SERIAL NO. C-244013	Current
304	2004 NORTHERN STEEL 25000 LTR HSEAL ENVIROTANK SERIAL NO. C-244012	Current
305	40FT SHIPPING CONTAINER SERIAL NO. 4529432	Current
306	2007 ALL PEACE PETROLEUM SERIAL NO. H-102058 FUEL TANK, 35,000-LITRE	Current
307	2007 ALL PEACE PETROLEUM SERIAL NO. H-102034 FUEL TANK, 35,000-LITRE	Current
308	2007 NORTHERN STEEL PORTABLE FUEL STORAGE TANK SERIAL NO. H-102067	Current
309	2007 ALL PEACE PETROLEUM SERIAL NO. H-102066 FUEL TANK, 35,000-LITRE	Current
310	2005 CATERPILLAR 3508 SERIAL NO. E 23Z06814/ G A051460003 900KW NEWAGE GENERATOR	Current
311	2009 CATERPILLAR HCI634K SERIAL NO. X07G273032 GENERATOR FOR GENSET	Current
312	2009 CATERPILLAR HCI634K SERIAL NO. X07G273030 GENERATOR FOR GENSET	Current
313	2006 STAMFORD 42KW UC1224DIL-73D SERIAL NO. M06F11098/07 42 KW GEN SET	Current
314	2007 CATERPILLAR C32 SERIAL NO. STC01082 / SXC01248 GENSET	Current
315	2007 CATERPILLAR C32 DIESEL GENSET SERIAL NO. SYC01131 / SXC01239 GENSET	Current
316	2007 CATERPILLAR C32 DIESEL GENSET SERIAL NO. SYC01133 / SXC01238 GENSET	Current
317	2009 ISUZU SERIAL NO. 964500/MO8L742004 60 KW DIESEL GENSET	Current
318	2011 STAMFORD 60KW DIESEL GENSET SERIAL NO. 128487 / M11I379756	Current
319	2012 WESTQUIP 60KW DIESEL GENSET SERIAL NO. 131722 / M12D182949	Current
320	2012 WESTQUIP 60KW DIESEL GENSET SERIAL NO. 131426 / M12E215044	Current
321	2012 WESTQUIP 60KW DIESEL GENSET SERIAL NO. 131920 / M12G279368	Current
322	2013 WESTQUIP DIESEL GENSET, 60KW, DRY VAN TRAILER MOUNTED SERIAL NO. 141667 / M13E193779	Current
323	2013 WESTQUIP 60KW DIESEL GENSET SERIAL NO. 159617 / M13G271942	Current

Search ID #: Z14747609

324	2014 WESTQUIP 60KW DIESEL GENSET SERIAL NO. 178744M14G275942	Current
325	2009 ISUZU SERIAL NO. 964535/MO9K118404 60 KW DIESEL GENSET	Current
326	2009 ISUZU SERIAL NO. 964478/MO9A903903 60 KW DIESEL GENSET	Current
327	2007 CUMMINS CWC50KW SERIAL NO. 68032235 50 KW DIESEL GENERATOR	Current
328	2008 CUMMINS 50KW GENERATOR SERIAL NO. 68032236 50 KW CUMMINS GENERATOR SET	Current
329	2008 CUMMINS 60KW GENERATOR SERIAL NO. M06G11437841/ 46746001 60KW GENERATOR	Current
330	2013 400 KVARs CAPACITOR, TRAILERIZED SERIAL NO. 1401074/1401075	Current
331	2013 400 KVARs CAPACITOR, TRAILERIZED SERIAL NO. 1402024/1402025	Current
332	2013 400 KVARs CAPACITOR, TRAILERIZED SERIAL NO. 1402026/1402027	Current
333	2002 CUMMINS 1000 KW GENSET SERIAL NO. 10232391	Current
334	2000 CUMMINS 750 KW GENSET	Current
335	1999 CUMMINS 1000 KW GENSET SERIAL NO. 37195316	Current
336	CUMMINS GENSET 1000 KW SERIAL NO. 37224100	Current
337	CUMMINS GENSET 1000 KW SERIAL NO. 37222234	Current
338	2012 CUMMINS 1000 KW GENERATOR SERIAL NO. 37210283	Current
339	2008 CUMMINS 500 KW GENSET	Current
340	AMERICAN SURPLUS QST-30 SERIAL NO. 37185280 750 KW GEN SET	Current
341	2007 TRIDENT OILFIELD 8 X 40 RIG MAT	Current
342	2007 TRIDENT OILFIELD 8 X 40 RIG MAT	Current
343	2008 MARTY HERRON 8 X 40 RIG MAT	Current
344	2008 MARTY HERRON 8 X 40 RIG MAT	Current
345	2008 MARTY HERRON 8 X 40 RIG MAT	Current
346	20 FT SHIPPING CONTAINER SERIAL NO. PKLU2200199	Current
347	20 FT SHIPPING CONTAINER SERIAL NO. PKLU2200250	Current
348	2012 40 FT STEEL SHIPPING CONTAINER SERIAL NO. 5004206	Current
349	2007 10HP 460V 3 PH HORIZ TANK SERIAL NO. 12434	Current
350	2007 10HP 460V 3 PH HORIZ TANK SERIAL NO. 12435	Current
351	2007 10HP 460V 3 PH HORIZ TANK	Current

Search ID #: Z14747609

352	OMAN GENSET / CUMMINS ENGINE G-DFHC-5709774 / E-QST30-G3 SERIAL NO. G-1050829394 / E-37219336	Current
353	OMAN GENSET / CUMMINS ENGINE 750DFHA-2211 / QST30-G1-NR1 SERIAL NO. G-H010276954 / E-37200258	Current
354	2006 CUMMINS 900KW GENSET SERIAL NO. H060965635 / E-37224892	Current
355	2005 CUMMINS 900 DFHC-GEN SET / ENGINE SERIAL NO. D050775682 / 37217166	Current
356	2005 CUMMINS 1500KW GENSET SERIAL NO. 33117599	Current
357	1997 CUMMINS 1500KW GENSET SERIAL NO. C910373464 / 2951	Current
358	2005 CUMMINS 1400KW GENSET SERIAL NO. F050798803	Current
359	1997 CUMMINS 1500 KTTA50-G2 GENSET SERIAL NO. 33139197	Current
360	1995 CUMMINS 1500 KTTA50-G2 GENSET SERIAL NO. 73835	Current
361	2016 CUMMINS DFLE-4482005 GENSET SERIAL NO. H000135834	Current
362	2010 GODWIN 8"SELF PRIME WATER PUMP	Current
363	2011 GODWIN 8"SELF PRIME WATER PUMP	Current
364	2007 GODWIN 6"SELF PRIME WATER PUMP C/W CAT DIESEL ENGINE	Current
365	2013 WESTQUIP 8" WATER PUMP SERIAL NO. 125782 / 131614	Current
366	2013 WESTQUIP 8" WATER PUMP SERIAL NO. 185421 / 185420	Current
367	2014 WESTQUIP 6" WATER PUMP SERIAL NO. 1.58E11	Current
368	2008 JOHN DEERE 4045TF250G / UCI224G SERIAL NO. PE4045T640978 / M07F209987/03 ENGINE W/GENERATOR	Current
369	2012 CLEMRO / ELRUS SERIAL NO. 1724-4703 / 1728-4714 PORTABLE CRUSHING AND SCREENING PLANT W/ 20" X 54" JAW CRUSHER, W/ 5' X 16' TRIPLE SCREEN DECK, TRAILER MOUNTED	Current
370	2012 METSO HP500 SERIAL NO. 127077 & 1736-4729 PORT CONE CRUSHER	Current
371	2012 METSO HP500 SERIAL NO. 127830 & 1736-4729 PORT CONE CRUSHER	Current
372	20 FT SHIPPING CONTAINER SERIAL NO. CHAU2001210	Current
373	CUSTOM BUILT PORTABLE TRANSFER CONVEYOR SERIAL NO. 103SCR58	Current
374	1073 MANTLE SLIMLINE WEIGH SCALE	Current
375	16 WHEEL CHASSIS FOR CONE	Current
376	2 PRECISION PORTABLE TRK SCALES	Current
377	TWINBRIDGE PORTABLE TRUCKSCALE	Current
378	1998 WRT BELT FEEDER SERIAL NO. 83E154250	<b>000093</b>

Search ID #: Z14747609

379	2004 THOR T135-12 SERIAL NO. 1758 36' X 135FT CONVEYOR	Current
380	2007 CAT C32 DIESEL GENSET SERIAL NO. SYC01131 / SXC01239	Current
381	CENTURY ELECTRIC 2000A BRAKER UNIT FOR GEN SET	Current
382	CENTURY ELECTRIC 2000A BRAKER UNIT FOR GEN SET	Current
383	2013 C-CAN WITH NORDBERG PARTS FROM CONSTRUCTION KIEWIT	Current
384	2000 PIONEER 16X54 PORTABLE JAW CRUSHER SCREEN PLANT SERIAL NO. 400271	Current
385	2005 CLEMRO JAW CRUSHER SCREEN PLANT SERIAL NO. 1317-3728	Current
386	2009 JUNIPER JPC 36-50-26 36"x50' CONVEYOR SERIAL NO. 36-50-27	Current
387	2009 JUNIPER JPC 42-50-25 42"x50' CONVEYOR SERIAL NO. 42-50-25	Current
388	1997 INGERSOLL-RAND L6-4MH SERIAL NO. 269569UIH823 PORTABLE LIGHT TOWER	Current
389	2011 CENTURY ELECTRIC 50HP CONTROL TOWER	Current
390	2006 CUMMINS 900KW GENSET SERIAL NO. H060965635 / E-37224892	Current
391	1997 CUMMINS 1500KW GENSET SERIAL NO. C910373464 / 2951	Current
392	2006 HITACHI ZX330LC EXCAVATOR SERIAL NO. FF01HHQ035340	Current
393	2006 HITACHI ZX350LC-3 EXCAVATOR SERIAL NO. FO1V7Q050570	Current
394	2006 HITACHI ZX650LC-3 EXCAVATOR SERIAL NO. FF01J9Q020048	Current
395	2018 Westquip Genset 60 KW S/N 223424	Current By 19040933269
396	2018 Westquip Genset 60 KW S/N 223423	Current By 19040933269
397	2018 Westquip Genset 60 KW S/N 236639	Current By 19040933269
398	2018 Westquip Genset 60 KW S/N 237095	Current By 19040933269
399	2018 Westquip Genset 60 KW S/N 228853	Current By 19040933269
400	2018 Westquip Genset 60 KW S/N 250360	Current By 19040933269
401	2016 Sumar Welding Feeder 4854 S/N 48540256	Current By 19040933269
402	2016 Cummins Genset 1500 KW S/N 33143581	Current By 19040933269 <b>000094</b>



**Search ID #: Z14747609**

403      2017 Material Washer GTCMWT 36"x18'

Current By  
19052745802

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 17110917612

Registration Type: SECURITY AGREEMENT

Registration Date: 2017-Nov-09

Registration Status: Current

Expiry Date: 2027-Nov-09 23:59:59

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Exact Match on: Debtor No: 1

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
22311 TWP RD 570  
STURGEON COUNTY, AB T0A 2W0

Current

**Secured Party / Parties**

**Block**

**Status**

1 CROWN CAPITAL FUND IV MANAGEMENT INC.  
SUITE 4330, 77 KING STREET WEST  
TORONTO, ON M5K 1H6

Current

**Block**

**Status**

2 CROWN CAPITAL FUND IV, LP  
SUITE 4330, 77 KING STREET WEST  
TORONTO, ON M5K 1H6

Current

**Collateral: General**

**Block**

**Description**

**Status**

1 ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18010921300

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jan-09

Registration Status: Current

Expiry Date: 2023-Jan-09 23:59:59

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Exact Match on: Debtor No: 1

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
P.O. BOX 65  
WEMBLEY, AB T0H 3S0

Current

**Secured Party / Parties**

**Block**

**Status**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	61375	2017	KOMATSU WA600-6	MV - Motor Vehicle	Current

Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W WELDCO BEALES 9.2CU YD SPADE NOSE BUCKET	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18010921497

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jan-09

Registration Status: Current

Expiry Date: 2023-Jan-09 23:59:59

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Exact Match on: Debtor No: 1

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
PO BOX 65  
WEMBLEY, AB T0H 3S0

Current

**Secured Party / Parties**

**Block**

**Status**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	61425	2017	KOMATSU WA600-6	MV - Motor Vehicle	Current

Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W WELDCO BEALES 9.2CU YD SPADE NOSE BUCKET.	Current



Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 18032734237

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-27

Registration Status: Current

Expiry Date: 2023-Mar-27 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
BOX 110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
BOX 65  
WEMBLEY, AB T0H 3S0

Current

**Secured Party / Parties**

**Block**

**Status**

1 WS LEASING LTD.  
SUITE 1900- 13450 102 AVENUE  
SURREY, BC V3T 5Y1  
Phone #: 604 528 3802 Fax #: 604 525 7572

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1FD0W5HT2JEB44708	2018	FORD F550 663A 4X4 C/C	MV - Motor Vehicle	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	2018 FORD F550 663A 4X4 C/C S/N #1FD0W5HT2JEB44708 C/W 2018 WILCOX 11' SERVICE BODY S/N#180012 AND 2018 IMT 50051 CRANE S/N#50051171025 AND 2018 VMAC RAPTAIR MF S/N#D600008AFK002	Current

**000101**

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18032945968

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Mar-29

Registration Status: Current

Expiry Date: 2024-Mar-29 23:59:59

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Exact Match on:

Debtor

No: 1

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**Amendments to Registration**

21031231843

Renewal

2021-Mar-12

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
22311 TWP ROAD 570  
STURGEON COUNTY, AB T0A 1N0

Current

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**Secured Party / Parties**

**Block**

**Status**

1 GREGG DISTRIBUTORS  
16215-118 AVE  
EDMONTON, AB T5V 1C7  
Phone #: 780 447 3447 Fax #: 780 451 2528

Current

---

**Collateral: General**

**Block**

**Description**

**Status**

1 1-AER1FT1380-115-5CSA CRIMPER, 1-AER-FT1380-2-4 DIE CAGE HOLDER  
1-AER-FT1330XL LOCATOR KIT, 1-AER-FT1382-200-M465 #20 LONG DIE

Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18051432526

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-14

Registration Status: Current

Expiry Date: 2023-May-14 23:59:59

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Exact Match on:

Debtor

No: 1

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**Amendments to Registration**

18100532103

Amendment And Renewal

2018-Oct-05

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 1110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
9654 128 AVENUE  
GRANDE PRAIRIE, AB T8V 6S1

Current by  
18100532103

---

**Secured Party / Parties**

**Block**

**Status**

1 SMS EQUIPMENT INC.  
11285-274 STREET  
ACHESON, AB T7X 6P9  
Phone #: 780 454 0101 Fax #: 780 960 4637

Deleted by  
18100532103

**Block**

**Status**

2 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current by  
18100532103

**000103**

Search ID #: Z14747609

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	10776	2018	KOMATSU HM400-5	MV - Motor Vehicle	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W TAILGATE SCISSOR TYPE S/N 514702	Current By 18100532103

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 18051440124

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-14

Registration Status: Current

Expiry Date: 2024-May-14 23:59:59

Exact Match on: Debtor No: 2

**Amendments to Registration**

18060606122

Amendment

2018-Jun-06

**Debtor(s)**

**Block**

**Status**

1 A-1 QUALITY BELTING LTD.  
9654 128 AVE  
GRANDE PRAIRIE, AB T8V6S1

Current

**Block**

**Status**

2 RBEE AGGREGATE CONSULTING LTD.  
22311 TWP RD  
REDWATER, AB T0A2W0

Current

**Secured Party / Parties**

**Block**

**Status**

1 WELLS FARGO EQUIPMENT FINANCE COMPANY  
1290 CENTRAL PARKWAY W, SUITE 1100  
MISSISSAUGA, ON L5C 4R3

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	184558	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current
2	184559	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current
3	184560	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current
4	184561	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current
5	184562	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current

**000105**

Search ID #: Z14747609

6	184563	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current
7	S184558	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current By 18060606122
8	S184559	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current By 18060606122
9	S184560	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current By 18060606122
10	S184561	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current By 18060606122
11	S184562	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current By 18060606122
12	S184563	2018	JCI 7X20 SCREENDECK	MV - Motor Vehicle	Current By 18060606122

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	SIX (6) 2018 JCI 7X20 2 DECK SCREENDECKS, MODEL 7202-38LP, SERIAL NUMBERS: 184558, 184559, 184560, 184561, 184562, 184563, C/W ALL ATTACHMENTS.	Current
2	THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. INVENTORY OF THE DEBTOR AND ALL RELATED PARTS, ACCESSORIES, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND IN ALL INTANGIBLES AND PROCEEDS OF EVERY TYPE OR KIND RECEIVED OR RECEIVABLE BY THE DEBTOR IN RESPECT OF SUCH INVENTORY, INCLUDING BUT NOT LIMITED TO ALL ACCOUNTS RECEIVABLE, CASH, CHEQUES, CONTRACT RIGHTS, CHATTEL PAPER AND INSTRUMENTS FROM OR RELATED TO THE SALE, LEASE, SUBLEASE OR LOSS OF SUCH INVENTORY (REFERENCE NO. 9962998001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18051522652

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-15

Registration Status: Current

Expiry Date: 2023-May-15 23:59:59

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Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

18100532339

Amendment And Renewal

2018-Oct-05

---

**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 1110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
9654 128 AVENUE  
GRANDE PRAIRIE, AB T8V 6S1

Current by  
18100532339

---

**Secured Party / Parties**

**Block**

**Status**

1 SMS EQUIPMENT INC.  
11285-274 STREET  
ACHESON, AB T7X 6P9  
Phone #: 780 454 0101 Fax #: 780 960 4637

Deleted by  
18100532339

**Block**

**Status**

2 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current by  
18100532339

**000107**



Search ID #: Z14747609

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	10867	2018	KOMATSU HM400-5	MV - Motor Vehicle	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W TAILGATE SCISSORS TYPE S/N 526768	Current By 18100532339

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18051523747

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-15

Registration Status: Current

Expiry Date: 2023-May-15 23:59:59

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Exact Match on:

Debtor

No: 1

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**Amendments to Registration**

18100532046

Amendment And Renewal

2018-Oct-05

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 1110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
9654 128 AVENUE  
GRANDE PRAIRIE, AB T8V 6S1

Current by  
18100532046

---

**Secured Party / Parties**

**Block**

**Status**

1 SMS EQUIPMENT INC.  
11285-274 STREET  
ACHESON, AB T7X 6P9  
Phone #: 780 454 0101 Fax #: 780 960 4637

Deleted by  
18100532046

**Block**

**Status**

2 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current by  
18100532046

**000109**

Search ID #: Z14747609

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	100001	2017	KOMATSU D155AX-8	MV - Motor Vehicle	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W DUAL TILT ANGLE BLADE S/N 8130601, SEMI-U DOZER S/N 4500528435	Current By 18100532046

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18051610970

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-May-16

Registration Status: Current

Expiry Date: 2023-May-16 23:59:59

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Exact Match on:

Debtor

No: 1

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**Amendments to Registration**

18100532447

Amendment And Renewal

2018-Oct-05

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 1110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
9654 128 AVENUE  
GRANDE PRAIRIE, AB T8V 6S1

Current by  
18100532447

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**Secured Party / Parties**

**Block**

**Status**

1 SMS EQUIPMENT INC.  
11285-274 STREET  
ACHESON, AB T7X 6P9  
Phone #: 780 454 0101 Fax #: 780 960 4637

Deleted by  
18100532447

**Block**

**Status**

2 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current by  
18100532447

**000111**

Search ID #: Z14747609

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	10779	2018	KOMATSU HM400-5	MV - Motor Vehicle	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W SCISSOR TYPE TAILGATE S/N 512024	Current By 18100532447

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 18062237507

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Jun-22

Registration Status: Current

Expiry Date: 2023-Jun-22 23:59:59

Exact Match on: Debtor No: 2

**Amendments to Registration**

18070508719

Amendment

2018-Jul-05

**Debtor(s)**

**Block**

**Status**

1 A-1 QUALITY BELTING LTD.  
9654 128 AVE  
GRANDE PRAIRIE, AB T8V6S1

Current

**Block**

**Status**

2 RBEE AGGREGATE CONSULTING LTD.  
22311 TWP RD  
REDWATER, AB T0A2W0

Current

**Secured Party / Parties**

**Block**

**Status**

1 WELLS FARGO EQUIPMENT FINANCE COMPANY  
1290 CENTRAL PARKWAY W, SUITE 1100  
MISSISSAUGA, ON L5C 4R3

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	2A9JT4547JN125126	2018	ASPEN 45 TON JEEP	TR - Trailer	Deleted By 18070508719
2	2A9LB7542JN125127	2018	ASPEN 75 TON TRAILER	TR - Trailer	Current
3	2A9TD4044JN125128	2018	ASPEN 40 TON DOLLY	TR - Trailer	Deleted By 18070508719 <b>000113</b>

Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current
2	INVENTORY OF THE DEBTOR AND ALL RELATED PARTS, ACCESSORIES, ACCESSIONS THERETO AND SUBSTITUTIONS THEREFOR, AND IN ALL INTANGIBLES AND PROCEEDS OF EVERY TYPE OR KIND RECEIVED OR RECEIVABLE BY THE DEBTOR IN RESPECT OF SUCH INVENTORY, INCLUDING BUT NOT LIMITED TO ALL ACCOUNTS RECEIVABLE, CASH, CHEQUES, CONTRACT RIGHTS, CHATTEL PAPER AND INSTRUMENTS FROM OR RELATED TO THE SALE, LEASE, SUBLEASE OR LOSS OF SUCH INVENTORY.	Current
3	(REFERENCE NO. 9972554001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)	Current



Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 18092832927

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Sep-28

Registration Status: Current

Expiry Date: 2025-Sep-28 23:59:59

Exact Match on: Debtor No: 3

**Amendments to Registration**

19021405857

Amendment

2019-Feb-14

**Debtor(s)**

**Block**

**Status**

1 A-1 QUALITY BELTING LTD.  
PO BOX 65  
WEMBLEY, AB T0H 3S0

Current

**Block**

**Status**

2 REED, BERNARD  
PO BOX 65  
WEMBLEY, AB T0H 3S0

Current

**Block**

**Status**

3 RBEE AGGREGATE CONSULTING LTD  
PO BOX 110  
GIBBONS, AB T0A1N0

Current by  
19021405857

**Secured Party / Parties**

**Block**

**Status**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	80189	2018	KOMATSU WA600-8	MV - Motor Vehicle	<b>000115</b>

Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W WB 10.2 Y SPADE NOSE BUCKET S/N 3W72080-1	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 18092833087

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Sep-28

Registration Status: Current

Expiry Date: 2023-Sep-28 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 110  
GIBBONS, AB T0A 1N0

Current

**Secured Party / Parties**

**Block**

**Status**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	80071	2018	KOMATSU PC650LC-11	MV - Motor Vehicle	Current

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current

**Search ID #:** Z14747609

2	C/W WB 84" CLEAN UP BUCKET S/N 4W25994-1, AND WB QUICK COUPLER S/N 4W25993-1	Current
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Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 18122300109

Registration Type: SECURITY AGREEMENT

Registration Date: 2018-Dec-23

Registration Status: Current

Expiry Date: 2025-Dec-23 23:59:59

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Exact Match on:

Debtor

No: 1

---

**Amendments to Registration**

18122415467

Amendment

2018-Dec-24

19013028093

Amendment

2019-Jan-30

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**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
PO BOX 65  
WEMBLEY, AB T0H 3S0

Current by  
18122415467

**Block**

**Status**

3 REED, BERNARD  
PO BOX 65  
WEMBLEY, AB T0H 3S0

Current by  
19013028093

---

**Secured Party / Parties**

**Block**

**Status**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE SUITE E  
BROSSARD, QC J4P 2P4

Current

Search ID #: Z14747609

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	80190	2018	KOMATSU WA600-8	MV - Motor Vehicle	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W WB 10.2 Y SPADE NOSE BUCKET S/N 3W74935-1.	Current By 18122415467

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 19032824769

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-28

Registration Status: Current

Expiry Date: 2023-Mar-28 23:59:59

Exact Match on:

Debtor

No: 1

**Amendments to Registration**

20052621022

Amendment

2020-May-26

**Debtor(s)****Block**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 110  
GIBBONS, AB T0A 1N0

**Status**

Current

**Block**

2 A-1 QUALITY BELTING LTD.  
PO BOX 65  
WEMBLEY, AB T0H 3S0

**Status**

Current

**Block**

3 REED, BERNARD  
BOX 65  
WEMBLEY, AB T0H 3S0

**Status**

Current

**Block**

4 D. RAY CONSTRUCTION LTD.  
BOX 25  
BEAVERLODGE, AB T0H 0C0

**Status**Current by  
20052621022**Secured Party / Parties****Block**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

**Status**Deleted by  
20052621022  
**000121**



Search ID #: Z14747609

<u>Block</u>	<u>Status</u>
2 KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4 Email: RIACOVOZZI@KOMATSUNA.COM	Current by 20052621022

**Collateral: Serial Number Goods**

<u>Block</u>	<u>Serial Number</u>	<u>Year</u>	<u>Make and Model</u>	<u>Category</u>	<u>Status</u>
1	80202	2019	KOMATSU WA600-8	MV - Motor Vehicle	Current

**Collateral: General**

<u>Block</u>	<u>Description</u>	<u>Status</u>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W POWER TRAIN UNDERGUARD S/N 4500562452, AND 10.2 CY SPADE NOSE BUCKET	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 19032824985

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-28

Registration Status: Current

Expiry Date: 2023-Mar-28 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 110  
GIBBONS, AB T0A 1N0

Current

**Block**

**Status**

2 A-1 QUALITY BELTING LTD.  
PO BOX 65  
WEMBLEY, AB T0H 3S0

Current

**Block**

**Status**

3 REED, BERNARD  
BOX 65  
WEMBLEY, AB T0H 3S0

Current

**Secured Party / Parties**

**Block**

**Status**

1 KOMATSU INTERNATIONAL (CANADA) INC.  
3755 BOUL MATTE, SUITE E  
BROSSARD, QC J4Y 2P4

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	A96851	2019	KOMATSU WA500-8	MV - Motor Vehicle	Current

Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W 7.6 GENERAL PURPOSE BUCKET.	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 19032826576

Registration Type: SECURITY AGREEMENT

Registration Date: 2019-Mar-28

Registration Status: Current

Expiry Date: 2023-Mar-28 23:59:59

Exact Match on: Debtor No: 1

**Debtor(s)**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	RBEE AGGREGATE CONSULTING LTD. PO BOX 110 GIBBONS, AB T0A 1N0	Current

<b><u>Block</u></b>		<b><u>Status</u></b>
2	A-1 QUALITY BELTING LTD. PO BOX 65 WEMBLEY, AB T0H 3S0	Current

<b><u>Block</u></b>		<b><u>Status</u></b>
3	REED, BERNARD BOX 65 WEMBLEY, AB T0H 3S0	Current

**Secured Party / Parties**

<b><u>Block</u></b>		<b><u>Status</u></b>
1	KOMATSU INTERNATIONAL (CANADA) INC. 3755 BOUL MATTE, SUITE E BROSSARD, QC J4Y 2P4	Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	A96848	2019	KOMATSU WA500-8	MV - Motor Vehicle	Current

Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES, CONTROLS, MOTORS, INSTRUMENTS, SPARE PARTS, APPURTENANCES, MANUALS, MANUFACTURERS WARRANTIES AND OTHER EQUIPMENT ASSOCIATED WITH ANY OF THE VEHICLE COLLATERAL TOGETHER WITH ALL PROCEEDS FROM THE VEHICLE COLLATERAL THAT ARE GOODS, ACCOUNTS, NOTES, INSTRUMENTS, SECURITIES, TRADE-INS, CHATTEL PAPER, DOCUMENTS OF TITLE, CONTRACT RIGHTS, RENTAL PAYMENTS, INSURANCE PAYMENTS, INTANGIBLES AND OTHER PROPERTY OR OBLIGATIONS RECEIVED WHEN ANY OF THE SAID COLLATERAL IS SOLD, DEALT WITH OR OTHERWISE DISPOSED OF OR ANY PROCEEDS THERE FROM. TERMS USED HEREIN WHICH ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT OF ALBERTA SHALL HAVE THE MEANING ASCRIBED TO THEM IN SUCH ACT.	Current
2	C/W 7.6 GENERAL PURPOSE BUCKET.	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 20072932770

Registration Type: SECURITY AGREEMENT

Registration Date: 2020-Jul-29

Registration Status: Current

Expiry Date: 2028-Jul-29 23:59:59

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Exact Match on:

Debtor

No: 2

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**Amendments to Registration**

20081217999

Amendment

2020-Aug-12

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**Debtor(s)**

**Block**

**Status**

1 A-1 QUALITY BELTING LTD.  
46 CRANBERRY BEND  
FORT SASKATCHEWAN, AB T8L0H2

Current

**Block**

**Status**

2 RBEE AGGREGATE CONSULTING LIMITED  
22311 TOWNSHIP ROAD 570 BOX 1110  
GIBBONS, AB T0A 1N0

Current by  
20081217999

---

**Secured Party / Parties**

**Block**

**Status**

1 ROYAL BANK OF CANADA  
300-5575 NORTH SERVICE RD  
BURLINGTON, ON L7L 6M1  
Email: cms\_alberta\_notifications@teranet.ca

Current

Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000054820 EQUIPMENT DESCRIPTION:2018 KPI SERIES 9000 COAL REMOVAL SYSTEM SID MOUNTED SUPPORT STRUCTURE S/N 416245 C/W MODEL SB60 BEND SCREEN S/N 416246/416247/416248 AND 2018 KPI SERIES 5000 TWIN SAND SCREW MODEL 5066-35T, S/N 417275 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 21050605812

Registration Type: SECURITY AGREEMENT

Registration Date: 2021-May-06

Registration Status: Current

Expiry Date: 2027-May-06 23:59:59

Exact Match on: Debtor No: 2

**Amendments to Registration**

21051926415

Amendment

2021-May-19

**Debtor(s)****Block****Status**

1 A-1 QUALITY BELTING LTD.  
46 CRANBERRY BEND  
FORT SASKATCHEWAN, AB T8L0H2

Current

**Block****Status**

2 RBEE AGGREGATE CONSULTING LIMITED  
22311 TOWNSHIP ROAD 570, BOX 1110  
GIBBONS, AB T0A1N0

Current

**Secured Party / Parties****Block****Status**

1 ROYAL BANK OF CANADA  
300-5575 NORTH SERVICE RD  
BURLINGTON, ON L7L 6M1  
Email: cms\_alberta\_notifications@teranet.ca

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	419532	2021	LIGNITE KPI SERIES 9000	MV - Motor Vehicle	Current
2	202190010	2021	TWIN BLADE MILL	MV - Motor Vehicle	Deleted By 21051926415
3	20219010	2021	TWIN BLADE MILL	MV - Motor Vehicle	Current By 21051926415



Search ID #: Z14747609

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000059781 EQUIPMENT DESCRIPTION: 2021 LIGNITE REMOVAL KPI SERIES 9000 419532 2021 TWIN BLADE MILL 44 X 20 DSCM 202190010 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Deleted By 21051926415
2	EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000059781 EQUIPMENT DESCRIPTION: 2021 LIGNITE REMOVAL KPI SERIES 9000 419532 2021 TWIN BLADE MILL 44 X 20 DSCM 20219010 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.	Current By 21051926415

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 21120124490

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2021-Dec-01

Registration Status: Current

Expiry Date: 2022-Jun-01 23:59:59

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The Vehicle repaired on the Garage Keepers' premises was released on 2021-Nov-30

The repairs of the vehicle off the Garage Keepers' premises were finished on 2021-Nov-30

Accessories were provided on 2021-Nov-30

Lien Amount is \$10,863.42

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Exact Match on: Debtor No: 1

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**Vehicle Owner(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 1110  
GIBBONS, AB T0A 1N0

Current

**Person(s) Claiming Lien**

**Block**

**Status**

1 EDMONTON KENWORTH LTD  
17335 118 AVENUE  
EDMONTON, AB T5S 2P5  
Phone #: 780 453 3431 Fax #: 780 447 6055  
Email: westreception@edmkw.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1XP5DB9X16D899831	2006	PETERBILT 379	MV - Motor Vehicle	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

Registration Number: 22011311045

Registration Type: SECURITY AGREEMENT

Registration Date: 2022-Jan-13

Registration Status: Current

Expiry Date: 2027-Jan-13 23:59:59

Exact Match on: Debtor No: 1

**Amendments to Registration**

22012027175	Amendment	2022-Jan-20
22012422409	Amendment	2022-Jan-24

**Debtor(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
22311 TOWNSHIP RD 570  
GIBBONS, AB T0A 1N0

Current

**Secured Party / Parties**

**Block**

**Status**

1 A-1 QUALITY BELTING LTD.  
PO BOX 65  
WEMBLEY, AB T0H 3S0  
Email: berniea1belting@gmail.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	KMTPC233A02065026	2011	Komatsu PC350LC-8	MV - Motor Vehicle	Current
2	A35DV72252	2006	Volvo A35D	MV - Motor Vehicle	Current
3	A40DV13471	2007	Volvo A40D	MV - Motor Vehicle	Current
4	A40DV13538	2007	Volvo A40D	MV - Motor Vehicle	Current
5	A40DV70146	2006	Volvo A40D	MV - Motor Vehicle	Current
6	A40DV13019	2006	Volvo A40D	MV - Motor Vehicle	<b>000132</b>

Search ID #: Z14747609

7	A40DV12869	2006	Volvo A40D	MV - Motor Vehicle	Current
8	KMTHM012T29003031	2012	Komatsu HM400-3	MV - Motor Vehicle	Current
9	KMTHM012P29003080	2012	Komatsu HM400-3	MV - Motor Vehicle	Current
10	KMTHM012C29003111	2012	Komatsu HM400-3	MV - Motor Vehicle	Current
11	CAT0236BAHEN005514	2007	Caterpillar 236B	MV - Motor Vehicle	Current
12	A3NV21082	2013	Bobcat S650	MV - Motor Vehicle	Current
13	CAT0246BTPAT05364	2007	Caterpillar 246B	MV - Motor Vehicle	Current
14	A5GM36995	2010	Bobcat S250	MV - Motor Vehicle	Current
15	61259	2015	Komatsu WA600-6	MV - Motor Vehicle	Current
16	61246	2015	Komatsu WA600-6	MV - Motor Vehicle	Current
17	61333	2016	Komatsu WA600-6	MV - Motor Vehicle	Current
18	61334	2015	Komatsu WA600-6	MV - Motor Vehicle	Current
19	61269	2016	Komatsu WA600-6	MV - Motor Vehicle	Current
20	61336	2016	Komatsu WA600-6	MV - Motor Vehicle	Current
21	61335	2016	Komatsu WA600-6	MV - Motor Vehicle	Current
22	80234	2019	Komatsu WA600-8	MV - Motor Vehicle	Current
23	16794599	2011	Clemro 42X48	MV - Motor Vehicle	Current
24	14984427	2008	Clemro 20X54	MV - Motor Vehicle	Current
25	14964103	2008	Clemro 20X54	MV - Motor Vehicle	Current
26	0262BJPDT00489	2004	Caterpillar 262B	MV - Motor Vehicle	Current
27	1N9M569222K285004	2012	Nor-Tech 36"X60'	MV - Motor Vehicle	Current
28	1DW844KXPCD643511	2012	John Deere 844K	MV - Motor Vehicle	Current
29	9057	2013	Caterpillar 246C	MV - Motor Vehicle	Current
30	3222	2009	Caterpillar 246C	MV - Motor Vehicle	Current
31	2286	2008	Caterpillar 246C	MV - Motor Vehicle	Current
32	87300154	2012	Skyjack VR1056D	MV - Motor Vehicle	Current
33	0145142	2001	Gehl DL10L55	MV - Motor Vehicle	Current
34	09992845	1998	Clemro 6X20, 6X20	MV - Motor Vehicle	Current
35	08732581	2000	Clemro 6X20, 5X14	MV - Motor Vehicle	Current
36	1N9MS69222K285004	2012	Nor-Tech 36X60	MV - Motor Vehicle	Current <b>000133</b>

Search ID #: Z14747609

37	2A9LB7542JN125127	2018	Aspen 75 Ton 16 WHE. Low-	TR - Trailer	Current
38	2A9TD4044JN125128	2018	Aspen 75 Ton 16 WHE. Low-	MV - Motor Vehicle	Current
39	2A9JT4547JN25126	2018	Aspen 16 Wheel Jeep	MV - Motor Vehicle	Current
40	S184562	2018	KPI JCI 7203-38LP	MV - Motor Vehicle	Current
41	KMTWA097T29060779	2011	Komatsu WA600	MV - Motor Vehicle	Current
42	289DKA9200327	2015	Caterpillar 289D	MV - Motor Vehicle	Current
43	A90121	2008	Komatsu PC300LC-8	MV - Motor Vehicle	Current By 22012027175
44	CAT0365CPMCS00327	2006	Caterpillar 365C	MV - Motor Vehicle	Current By 22012027175
45	FF850DX973080	2008	John Deere 850LC	MV - Motor Vehicle	Current By 22012027175
46	CAT345DHEEH00729	2010	Caterpillar 345D-A1	MV - Motor Vehicle	Current By 22012027175
47	A40DV70205	2006	Volvo A40D	MV - Motor Vehicle	Current By 22012027175
48	A40DV13121	2006	Volvo A40D	MV - Motor Vehicle	Current By 22012027175
49	A40E12114	2008	Volvo A40E	MV - Motor Vehicle	Current By 22012027175
50	A40DV13426	2006	Volvo A40D	MV - Motor Vehicle	Current By 22012027175
51	VCE04A40EC00012341	2008	Volvo A40E	MV - Motor Vehicle	Current By 22012027175
52	MD0038246	2012	Komatsu HM400-3	MV - Motor Vehicle	Current By 22012027175
53	MD0038247	2012	Komatsu HM400-3	MV - Motor Vehicle	Current By 22012027175
54	8XF01126	1994	Caterpillar CS-563	MV - Motor Vehicle	Current By 22012027175
55	80010107	1991	Kawasaki 80Z III	MV - Motor Vehicle	Current By 22012027175
56	CAT0262BJPDT00489	2004	Caterpillar 262B	MV - Motor Vehicle	Current By 22012027175
57	61084	2014	Komatsu WA600-6	MV - Motor Vehicle	Current By 22012027175

Search ID #: Z14747609

58	61089	2014	Komatsu WA600-6	MV - Motor Vehicle	Current By 22012027175
59	3143581	1999	Cummins KTA50-9	MV - Motor Vehicle	Current By 22012027175
60	1990991908	1995	Cummins KTA50-G9	MV - Motor Vehicle	Current By 22012027175
61	CAT0246BTPAT05364	2007	Caterpillar 246B	MV - Motor Vehicle	Current By 22012027175
62	0236BAHEN05514	2007	Caterpillar 236B	MV - Motor Vehicle	Current By 22012027175
63	000114516	1999	Cummins 1000 KW	MV - Motor Vehicle	Current By 22012027175
64	CAT00277ECN002680	2004	Caterpillar 277	MV - Motor Vehicle	Current By 22012027175
65	CAT00246C5SZ06271	2002	Caterpillar 246	MV - Motor Vehicle	Current By 22012027175
66	0345DTEEH01285	2013	Caterpillar 345D	MV - Motor Vehicle	Current By 22012027175
67	0345DEEEH01042	2011	Caterpillar 345D	MV - Motor Vehicle	Current By 22012027175
68	F000114516	1998	Cummins KTA-38	MV - Motor Vehicle	Current By 22012027175
69	LLC00121	2007	Caterpillar 3508	MV - Motor Vehicle	Current By 22012027175
70	CBBC0461	2007	Caterpillar 3508	MV - Motor Vehicle	Current By 22012027175
71	RE3210170	2004	Caterpillar 3512	MV - Motor Vehicle	Current By 22012027175
72	1GC4YUEY0MF214165	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
73	1GC4YUEY3MF214449	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
74	1GC4YUEY0MF214330	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
75	1GC4YSEY7MF221263	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
76	1GC4YUEY5MF214405	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
77	1GC4YUEY7MF214454	2021	Chevrolet Silverado	MV - Motor Vehicle	<del>000135</del> 22012422409

Search ID #: Z14747609

78	1GCUYEED8MZ232155	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
79	1GC4YUEY0MF214568	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
80	1GCUYHELXMZ202762	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409
81	1GC4YUEY9MF214388	2021	Chevrolet Silverado	MV - Motor Vehicle	Current By 22012422409

**Collateral: General**

<b><u>Block</u></b>	<b><u>Description</u></b>	<b><u>Status</u></b>
1	<p>Make Model Serial No. Description.</p> <p>Cummins KTA50-9 3143581 Cummins - G9 Genset                      Clemro 6X20 290 Screen Plant                      Spomac Twin 6X20 "SCT-9809                      98H06B32                      98H05B32" Screen Plant                      EI Russ 25 Yard M6233ERC13SB Surge Bin                      EI Russ 1995 Wash Plant ER95S'C1119 6X16 Portable Wash Plant                      EI Russ 25 Yard M2861ER01SB Portable Surge Bin                      McCloskey Bros 36X80 83165 Portable Radical Stack Conveyor                      McCloskey Bros 36X80 83572 Portable Radical Stack Conveyor                      EI Russ 20X36 7807 Jaw/Screen Plant                      Cummins KTA50-G9 1990991908 1500 K/Watt Genset                      CEC 30"X80' 06140-52 Conveyor                      Ground Worx 30"X60' N/A Radial Stacking Conveyor                      Kolberg Pioneer 36"x60' 407304 Radial Stacking Conveyor                      Precision 2008 80T SN 08-352 Rock Scale                      Cummins 1000 KW 000114516 Genset                      CEC 2006 30"X60' 6397 Radial Conveyor                      CEC 2006 30"X60' 6396 Radial Conveyor                      Custom Build 36"X125 TC36X1251 Telescopic Conveyor                      Sumas 2021 2 Bin Feeder 42420299 Belt Feeder                      EI Russ 2001 36"X125' ER01PC Conveyor                      KAFKA 36"X50' E165 Stack Conveyor                      CEC 30"X80' 6140-512 Radial Stacking Conveyor                      Ground Worx 30X60 UA Stack Conveyor                      Pioneer UA 407304 Radial Stacking Conveyor                      Masaba 36X60 2006114 Radial Stacking Conveyor                      Clemro 6X20, 7X20 1399-3939 / 53499 Twin Screen                      EI Russ 6X20 M4274ERR07SC Screen Plant                      EI Russ 7X16 ER98SP1442 Screen Plant                      Sumas 54X54 350271 Surge Bin                      Lippman 30X62 PC306217703 Jaw Crusher                      EL Russ 20X36 (Jaw), 5X15 (Screen) 7807 Jaw Crusher                      Clemro Twin 6X20 Chassis 0834-2520 Screen Plant Chassis (no decks)                      EI Russ 8X20 UA Screen Plant                      EI Russ 6X16 / Twin 36' Sandscrew Wash Plant</p>	Current

**Search ID #: Z14747609**

2	Make Model Serial No. Description.	Current
	KPI 2001 1830 PH 410883 Screener Washer	
	Powerscreen 2009 FM 60 P1D00182J83K01003 Sump and Pump	
	Clemro 2007 Stacker 1416-4012 120 ft Stacker	
	Greystone Agridry Twin 48 inch 29252 Sand Screw w/ Dewatering Deck	
	Masaba 36"X63' 2006114 Radial Conveyor	
	JCI 7202 38LP 194934 Screen Deck	
	JCI 7202 38LP 194935 Screen Deck	
	EI Russ 20X54 M6694ERC16J Jaw Crusher	
	KPI 2018 Series 9000 Coal Xtractor "416245, 416246 416247, 416248, 17506" Coal Removal System	
	Sumas 42X48 Feeder 424820200288 Belt Feeder	
	KPI JCI 36"X50' 413827 / 413828 Super Stacker Conveyor	
	KPI JCI 7202-38LP S194930 Screen Deck	
	KPI JCI 7202-38LP S194931 Screen Deck	
	KPI JCI 7203-38LP S215415 Screen Deck	
	Cummins KTA-38 F000114516 1000 KW Genset	
	Precision Scale 50 Tonne SN 08-352 Off Highway Scale	
	KPI JCI 7203-38LP S215414 Screen Deck	
	KPI JCI 7203-38LP S214515 Screen Deck	
	Caterpillar 3508 LLC00121 800 KW Genset	
	Caterpillar 3508 CBBC0461 800 KW Genset	
	Caterpillar 3512 RE3210170 Genset	



Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 22020118891

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2022-Feb-01

Registration Status: Current

Expiry Date: 2022-Aug-01 23:59:59

---

The Vehicle repaired on the Garage Keepers' premises was released on 2022-Jan-14

The repairs of the vehicle off the Garage Keepers' premises were finished on 2022-Jan-14

Accessories were provided on 2022-Jan-14

Lien Amount is \$2,659.71

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Exact Match on: Debtor No: 1

---

**Vehicle Owner(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 1110  
GIBBONS, AB T0A 1N0

Current

**Person(s) Claiming Lien**

**Block**

**Status**

1 EDMONTON KENWORTH LTD  
17335 118 AVENUE  
EDMONTON, AB T5S 2P5  
Phone #: 780 453 3431 Fax #: 780 447 6055  
Email: westreception@edmkw.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1NKWGGGG10J977254	2015	KENWORTH W900	MV - Motor Vehicle	Current

Search ID #: Z14747609

**Business Debtor Search For:**

RBEE AGGREGATE CONSULTING LTD.

Search ID #: Z14747609

Date of Search: 2022-Mar-03

Time of Search: 13:09:13

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Registration Number: 22021019406

Registration Type: GARAGE KEEPERS' LIEN

Registration Date: 2022-Feb-10

Registration Status: Current

Expiry Date: 2022-Aug-10 23:59:59

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The Vehicle repaired on the Garage Keepers' premises was released on 2022-Feb-02

The repairs of the vehicle off the Garage Keepers' premises were finished on 2022-Feb-02

Accessories were provided on 2022-Feb-02

Lien Amount is \$3,809.17

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Exact Match on: Debtor No: 1

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**Vehicle Owner(s)**

**Block**

**Status**

1 RBEE AGGREGATE CONSULTING LTD.  
PO BOX 1110  
GIBBONS, AB T0A 1N0

Current

**Person(s) Claiming Lien**

**Block**

**Status**

1 EDMONTON KENWORTH LTD  
17335 118 AVENUE  
EDMONTON, AB T5S 2P5  
Phone #: 780 453 3431 Fax #: 780 447 6055  
Email: westreception@edmkw.com

Current

**Collateral: Serial Number Goods**

<b><u>Block</u></b>	<b><u>Serial Number</u></b>	<b><u>Year</u></b>	<b><u>Make and Model</u></b>	<b><u>Category</u></b>	<b><u>Status</u></b>
1	1NKWGGGGX0J977253	2014	KENWORTH W900	MV - Motor Vehicle	Current

Result Complete

**000139**

THIS IS EXHIBIT "G" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022



---

A Commissioner for Oaths in and for the Province of Alberta

**KATLIN H. WARD**  
BARRISTER & SOLICITOR

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**PRIORITY, POSTPONEMENT, SUBORDINATION  
AND STANDSTILL AGREEMENT**

---

**BETWEEN:**

**CANADIAN WESTERN BANK**

**AND:**

**CROWN CAPITAL FUND MANAGEMENT INC. in its  
capacity as General Partner of CROWN CAPITAL FUND IV, LP**

**AND:**

**RBEE AGGREGATE CONSULTING LTD.**

**PRIORITY, POSTPONEMENT, SUBORDINATION AND STANDSTILL AGREEMENT**

THIS AGREEMENT made as of and with effect the 9 day of November, 2017.

**BETWEEN:**

**CANADIAN WESTERN BANK  
("Senior Creditor")**

**AND:**

**CROWN CAPITAL FUND MANAGEMENT INC. in its  
capacity as General Partner of CROWN CAPITAL FUND IV, LP  
("Subordinate Creditor")**

**AND:**

**RBEE AGGREGATE CONSULTING LTD.  
("Debtor")**

**WHEREAS** the Debtor is or may become indebted or obligated to each of the Creditors, and the Creditors desire to enter into this Agreement to confirm their respective rights and obligations as creditors of the Debtor, inter se, including the respective priorities of the Creditors in connection with the indebtedness and obligations of the Debtor to each of the Creditors and the security therefor.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the mutual covenants herein contained and other consideration, (the receipt and sufficiency of which are hereby acknowledged by each Creditor), the Creditors represent and warrant and agree with each other as set forth below.

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement, the following defined terms will have the following meanings unless the context otherwise requires:

**"Business Day"** means any day other than a Saturday or Sunday on which banks are generally open for business in Edmonton, Alberta.

**"Court"** means a court of competent jurisdiction.

**"Creditors"** means the Senior Creditor and the Subordinate Creditor, and "Creditor" means either of the Creditors.

**"Debtor"** means RBee Aggregate Consulting Ltd., an Alberta Corporation and their respective successors and assigns, whether immediate or derivative.

**"Debtor Assets"** means all of the Debtor's present and future properties, assets and undertakings, real and personal, moveable and immoveable, of whatsoever nature and kind and wheresoever situate.

**"Default"** means any of the events of default specified in any Loan Agreement (including failure to pay on Demand with respect to any demand obligation) or in any Security entitling a Creditor to demand or accelerate payment of any Obligation, either immediately or after a cure period or grace period.

**"Demand"** means any notification by a Creditor to the Debtor in writing of a demand for payment under its Loan Agreement or any of its Security.

**"Enforcement Action"** means the institution of enforcement or realization proceedings under Security or otherwise by a Creditor by way of a petition in bankruptcy, a personal action or a foreclosure proceeding, the appointment of a Receiver, or the seizing of any of the Debtor Assets.

**"Loan"** means the Senior Creditor's Loan or the Subordinate Creditor's Loan, as the context or the parties require(s).

**"Loan Agreements"** means either or both the Senior Loan Agreements and the Subordinate Loan Agreements as the context or the parties require, and **"Loan Agreement"** means any one of the Loan Agreements.

**"Obligant"** means any person other than the Debtor who is liable for the payment, performance or observance of the Senior Obligations or the Subordinate Obligations, whether in whole or in part.

**"Obligations"** means either or both the Senior Obligations and the Subordinate Obligations as the context or the parties require.

**"Proceeds of Realization"** means all cash and non-cash proceeds derived from any sale, disposition or other realization of the Debtor Assets:

- (a) after the commencement and during the continuance of an Enforcement Action;
- (b) upon any dissolution, liquidation, winding-up, reorganization (including any proposal under the *Bankruptcy and Insolvency Act* (Canada) and any reorganization under the *Companies' Creditors Arrangement Act* (Canada), bankruptcy, insolvency or receivership of the Debtor or any other arrangement or marshalling of the Debtor Assets that is similar thereto which is not consented to by the Senior Creditor;
- (c) as insurance proceeds, as a result of the loss of, destruction of or damage to any of the Debtor Assets;
- (d) as a result of the expropriation or other condemnation of any of the Debtor Assets; or
- (e) as a result of the exercise of any right of set-off or other similar right or remedy,

in each case net of all costs, charges and expenses or liabilities incurred in connection with such sale, disposition or realization, including reasonable legal fees and all proper costs, charges, expenses and liabilities of any Receiver.



**"non cash payment"** means a payment in a form of personal property other than money.

**"Receiver"** means a receiver, receiver and manager or other person having similar powers or authority who is appointed by a Creditor or by a Court in respect of any of the Debtor Assets.

**"Security"** means either or both the Senior Security and the Subordinate Security as the context or the parties require.

**"Senior Creditor's Costs"** means the costs, charges and expenses recoverable under the Senior Loan Agreements as at the date of this Agreement.

**"Senior Creditor's Interest"** means interest accruing under the Senior Loan Agreements, whether on account of the outstanding balance of the Senior Creditor's Loan, overdue Senior Creditor's Interest, or the Senior Creditor's Costs, at the rate(s) set forth in the Senior Loan Agreements.

**"Senior Creditor's Loan"** means the CAD \$5,000,000.00 Demand Operating Loan/Overdraft Facility and the CAD \$10,000,000.00 Demand Revolving MasterLine Loan Facility which have been established by the Senior Creditor in favour of the Debtor pursuant to the Senior Loan Agreements.

**"Senior Creditor's Loan Amount"** at any point in time means the total monies then due and owing to the Senior Creditor on account of the following:

- (f) the Senior Creditor's Loan;
- (g) the Senior Creditor's Costs; and
- (h) the Senior Creditor's Interest.

**"Senior Loan Agreements"** means all documents, instruments and agreements evidencing the Senior Obligations including the Senior Security, in each case as the same may be amended, modified, supplemented or replaced from time to time including but not limited to the Facility Letter between the Borrower and the Senior Creditor dated October 2, 2017.

**"Senior Obligations"** means all debts, obligations and liabilities in respect of the Debtor to the Senior Creditor under the Senior Loan Agreements in respect of the Senior Creditor's Loan, whether on account of the Senior Creditor's Loan, the Senior Creditor's Interest or the Senior Creditor's Costs.

**"Senior Security"** means any and all security granted by the Debtor or any Obligant to the Senior Creditor from time to time as security for the Senior Obligations in whole or in part, in each case as the same may be amended, modified, supplemented or replaced from time to time.

**"Standstill Event"** means any of the following:

- (i) the provision by the Senior Creditor to the Subordinate Creditor and the Debtor of a notice in writing that a Default has occurred and is continuing under any Senior Loan Agreement;

- (j) the provision by the Senior Creditor to the Subordinate Creditor and the Debtor of a notice in writing that the Senior Creditor has commercially reasonable grounds to believe that: (i) its prospect of payment of the Senior Obligations, or (ii) the collateral of the Debtor, has or could become jeopardized; or
- (k) the Senior Creditor taking an Enforcement Action against the Debtor pursuant to such notice.

**"Subordinate Creditor's Costs"** means the costs, charges and expenses recoverable under the Subordinate Loan Agreements as at the date of this Agreement.

**"Subordinate Creditor's Interest"** means interest accruing under the Subordinate Loan Agreements, whether on account of the outstanding balance of the Subordinate Creditor's Loan, overdue Subordinate Creditor's Interest, or the Subordinate Creditor's Costs, at the rate(s) set forth in the Subordinate Loan Agreements.

**"Subordinate Creditor's Loan"** means the approximately \$17,255,000.00 loan to be made by the Subordinate Creditor to the Debtor pursuant to the Subordinate Loan Agreements.

**"Subordinate Loan Agreements"** means all documents, instruments and agreements evidencing the Subordinate Obligations, including the Subordinate Security, in each case as the same may be amended, modified, supplemented or replaced from time to time, including but not limited to:

- (a) the amended and restated loan agreement dated \_\_\_\_\_, 2017, by the Subordinate Creditor and Ernst & Young, in its capacity as receiver of Petrowest Corporation (hereinafter "EY");
- (b) the Assignment and Assumption Agreement dated \_\_\_\_\_, 2017, by the Debtor, Subordinate Creditor and EY;
- (c) the \$17,255,000.00 Promissory Note dated \_\_\_\_\_, 2017 (the "Promissory Note");
- (d) an acknowledgement and agreement dated \_\_\_\_\_, 2017 made by the Debtor and the Subordinate Creditor regarding replacement and substitution of the Promissory Note (the "Note Acknowledgement"); and
- (e) any replacement promissory note resulting from the Note Acknowledgement.

**"Subordinate Creditor's Loan Amount"** at any point in time means the total monies then due and owing to the Subordinate Creditor on account of the following:

- (l) the Subordinate Creditor's Loan;
- (m) the Subordinate Creditor's Costs; and
- (n) the Subordinate Creditor's Interest.

**"Subordinate Obligations"** means, collectively,

- (a) all debts, obligations and liabilities by the Debtor to the Subordinate Creditor under the Subordinate Loan Agreements in respect of the Subordinate Creditor's



Loan, whether on account of the Subordinate Creditor's Loan, Cost Overruns funded by the Subordinate Creditor, the Subordinate Creditor's Interest or the Subordinate Creditor's Costs; and

- (b) all other debts, obligations and liabilities owing by the Debtor to the Subordinate Creditor, including on account of dividends and shareholder loans payable by the Debtor to the Subordinate Creditor.

**"Subordinate Security"** means any and all security granted by the Debtor or any Obligant to the Subordinate Creditor from time to time as security for the Subordinate Obligations, in whole or in part, in each case as the same may be amended, modified, supplemented or replaced from time to time, including but not limited to any general security agreement granted by the Debtor to the Subordinate Creditor.

## **1.2 Other Usages**

References to "this Agreement", "the Agreement", "hereof", "herein", "hereto" and like references refer to this Subordination Agreement and not to any particular Article, Section or other subdivision of this Subordination Agreement. Any references to "this Agreement", "the Agreement", "hereof", "herein", "hereto" and like references refer to this Subordination Agreement, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof. In this Agreement, the word "includes" or "including" means "includes without limitation" or "including without limitation".

## **1.3 Plural and Singular**

Where the context so requires, words importing the singular number will include the plural and vice versa.

## **1.4 Headings**

The division of this Agreement into Articles, Sections and the insertion of headings in this Agreement are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

## **1.5 Applicable Law**

This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Alberta and, by execution and delivery of this Agreement, each Creditor hereby accepts and submits to the jurisdiction of the aforesaid courts. Each Creditor irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party to the address prescribed in this Agreement, such service to become effective five Business Days after such mailing. Nothing herein will limit the right of any party to serve process in any manner permitted by law.

## **1.6 Time of the Essence**

Time is of the essence of this Agreement.

**1.7 Paramountcy**

If there is a conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement which is referred to herein or delivered pursuant hereto, the provisions of this Agreement will prevail, provided that nothing in this Agreement is intended to or will impair, as between the Debtor and the Creditors, the obligations of the Debtor to pay the Obligations when due.

**1.8 No Rights Conferred on Debtor**

Nothing in this Agreement will be construed as conferring any rights upon the Debtor or any third party. The terms and conditions hereof are and will be for the sole and exclusive benefit of the Creditors.

**ARTICLE 2  
CONSENT**

**2.1 Consent of Creditors**

Each Creditor consents to the granting or assuming by the Debtor of the other Creditor's Security and the incurring or assuming by the Debtor of the other Creditor's Obligations and confirms that such action does not and will not constitute a Default under or otherwise contravene any of its Loan Agreements or any of its Security.

**ARTICLE 3  
PRIORITY OF OBLIGATIONS AND SECURITY**

**3.1 Priority and Subordination of Obligations and Security**

The Subordinate Creditor hereby agrees that, except as otherwise expressly provided herein:

- (a) the Subordinate Obligations are hereby subordinated to the prior indefeasible payment in cash of all Senior Obligations, and
- (b) the Senior Obligations and the Senior Security will have priority over the Subordinate Obligations and the Subordinate Security in all respects and at all times; and
- (c) it will not assign, transfer or dispose of the Subordinate Creditor's Loan or the Subordinate Security without the prior written consent of the Senior Creditor and unless such assignee or transferee specifically covenants with the Senior Creditor to be bound by the terms of this Agreement.

**3.2 Application of this Agreement**

Subject to the provisions of this Agreement, the rights of the Creditors and the priorities of the Security and the Obligations set out in this Agreement will apply notwithstanding any matter or thing, including:

- (a) the validity or enforceability of any of the Security;
- (b) the time of creation, granting, execution, delivery, attachment, registration (to the extent registration is required), perfection or enforcement of any of the Security;



- (c) the jurisdictions where any of the Security is registered or the failure of either Creditor to properly register or perfect any of the Security in any particular jurisdiction;
- (d) the time of any loan or advance or other extension of credit made to the Debtor by either Creditor;
- (e) the time of Default or Demand or the dates of crystallization of any floating charge held by either Creditor;
- (f) any priority otherwise accorded to the Security by any principle of law or in any statute;
- (g) the provisions of the instruments creating any of the Security; or
- (h) any other matter whatsoever.

#### **ARTICLE 4 PAYMENTS**

##### **4.1 Prohibited Payments by Debtor to Subordinate Creditor**

- (a) Except as otherwise expressly provided herein, until this Agreement is terminated, the Debtor will not make and will not be entitled to make, and the Subordinate Creditor will not accept and will not be entitled to accept, any payment or prepayment in respect of the Subordinate Obligations, whether in the form of a cash or a non cash payment, by the exercise of a right of set-off or other similar right or remedy, or in any other manner.
- (b) If any payment or prepayment is paid to or received by the Subordinate Creditor in contravention of paragraph 4.1(a), the Subordinate Creditor will receive the same in trust for the Senior Creditor and in the case of a cash payment, will forthwith pay, and in the case of a non cash payment, will forthwith deliver, the same to the Senior Creditor for application on account of the Senior Obligations as contemplated hereby.
- (c) Any cash received by the Senior Creditor pursuant to paragraph 4.1(b) will, subject to the provisions of Section 3.1 hereof, be immediately applied as follows:
  - (a) first on account of the unpaid balance of the Senior Creditor's Costs;
  - (b) second on account of the unpaid balance of the Senior Creditor's Interest; and
  - (c) third on account of the unpaid balance of the Senior Creditor's Loan.
- (d) Any non cash payment received by Subordinate Creditor from the Debtor pursuant to paragraph 4.1(b) will be immediately delivered to the Senior Creditor in the form delivered to the Subordinate Creditor and the Senior Creditor will then either convert it into cash in a commercially reasonable manner so as to produce cash and apply it as contemplated in paragraph 4.1(b), or return it to the Debtor.
- (e) Any cash or non cash payment received by the Subordinate Creditor and subsequently paid over or delivered to the Senior Creditor will be deemed to

never have been received by the Subordinate Creditor or applied on account of the monies due and owing to the Subordinate Creditor in respect of the Subordinate Loan or unpaid interest which has accrued thereon.

- (f) Any non cash payment received by the Senior Creditor and returned to the Debtor will be deemed to never have been received by the Senior Creditor or applied on account of the Senior Obligations.

#### **4.2 Permitted Payments to Subordinate Creditor**

Notwithstanding the provisions of Section 4.1 hereof and provided always that no Standstill Event has occurred which is continuing then:

- (a) the Debtor may make and the Subordinate Creditor may receive, retain and apply payments of interest owing by the Debtor to the Subordinate Creditor under the Subordinate Loan Agreements; and
- (b) the Debtor may make and the Subordinate Creditor may receive, retain and apply payments of principal owing by the Debtor to the Subordinate Creditor:
  - (a) under the Subordinate Loan Agreements; or
  - (b) under any other Subordinate Obligations,

if and only if the Senior Creditor has previously provided the Subordinate Creditor with notice in writing that such payment is authorized. In the event the Senior Creditor has not provided such notice in writing to the Subordinate Creditor, or if the Senior Creditor has provided such notice but subsequently advised the Subordinate Creditor that such notice and authorization to receive payment is revoked, then the Subordinate Creditor shall not be entitled to rely on this Section 4.2.

#### **4.3 Payment of Senior Obligations by Debtor**

The Subordinate Creditor agrees with the Senior Creditor that the Debtor may at any time repay or prepay the Senior Obligations, or any part thereof, whether or not any Default has occurred.

#### **4.4 Application of Proceeds of Realization**

- (a) All Proceeds of Realization will be applied and distributed, and the Security will be deemed to have the relative priorities which would result in the Proceeds of Realization being applied and distributed, as follows:
  - (a) firstly, in payment of all Court approved costs and expenses incurred by a Receiver in the exercise of all or any powers granted to it (however, the Senior Creditor is not obligated to obtain Court approval for any cost or expense of a Receiver prior to incurring such cost or expense);
  - (b) secondly, in payment in full of the Senior Obligations as contemplated by Section 4.1(c);
  - (c) thirdly, in payment in full of the Subordinate Obligations; and



- (d) the balance, if any, in accordance with applicable law.
- (b) Each Creditor acknowledges that the foregoing method of application of Proceeds of Realization may be subject to the claims, if any, of one or more other creditors of the Debtor; however, this acknowledgement is not intended to, and shall not, constitute a subordination by either Creditor in favour of any other creditor of the Debtor.
- (c) All Proceeds of Realization not in the form of cash will be forthwith delivered (subject to the Senior Creditor's acceptance of such delivery) to the Senior Creditor and disposed of, or realized upon, by the Senior Creditor in a commercially reasonable manner so as to produce cash and applied as contemplated in Section 4.1(c) hereof.

#### 4.5 **Proceeds of Realization Held in Trust**

If any Proceeds of Realization are delivered to or received by the Subordinate Creditor in contravention of this Agreement, the Subordinate Creditor will hold the same in trust for the Senior Creditor and will forthwith deliver such Proceeds of Realization to the Senior Creditor, for distribution as contemplated by Section 4.4(a) of this Agreement.

### ARTICLE 5 ENFORCEMENT AND REMEDIES

#### 5.1 **Enforcement**

- (a) **Enforcement.** If any Security becomes enforceable, the Creditor holding such Security may, subject to the other terms of this Agreement, exercise all rights and remedies provided for in such Security at such Creditor's discretion, including the appointment of a Receiver.
- (b) **Standstill.** Notwithstanding the provisions of paragraph (a) of this Section 5.1, but subject to the provisions Section 5.2 hereof, the Subordinate Creditor agrees not to take any Enforcement Action until the earliest of:
  - (a) the date the Senior Creditor's Loan Amount is paid in full;
  - (b) the date the Senior Creditor commences an Enforcement Action;
  - (c) 15 days after the date on which:
    - A. an outstanding petition in bankruptcy has been filed by or against the Debtor; or
    - B. the Debtor takes any steps under other similar legislation for the benefit of insolvent debtors;

#### 5.2 **Permitted Actions**

Notwithstanding anything contained herein to the contrary, the parties agree that nothing shall be construed so as to preclude or prevent the Subordinate Creditor from time to time taking any action under the Subordinate Creditor's Loan Documents which does not amount to an Enforcement Action, including:

- (a) upon the occurrence of a Default under the Subordinate Loan Documents, accelerating the time for payment of any of the Subordinate Obligations owing to it in accordance with the terms of the Subordinate Loan Agreements and making a Demand therefor;
- (b) entering the premises of the Debtor to inspect the Debtor Assets to review, audit and copy all information relating to the Debtor Assets pursuant to the Subordinate Security; provided it does not remove or destroy any such information;
- (c) filing a proof of claim in respect of the Debtor or any Obligor, if a petition in bankruptcy is filed by or against such person;
- (d) participating in any proposal or similar proceeding under the Companies' Creditor Arrangement Act or the Bankruptcy & Insolvency Act in respect of the Debtor or any Obligor;
- (e) applying to a Court for or participating in a Court review of the reasonableness or necessity of:
  - (a) any action taken or to be taken or expense made or to be made or incurred by a Receiver;
  - (b) any cost, charge or expense paid by you in respect of the Project;
- (f) participating in any third party application (including an application by the Senior Creditor) for an order for conduct of sale, an order for sale, or any similar application in respect of the Debtor Assets; and
- (g) taking any other action that may be reasonably necessary to protect or preserve the validity, priority, perfection or enforceability of any of the Subordinate Creditor's Security which is not otherwise prohibited by this Agreement.

### 5.3 Remedies

The Subordinate Creditor agrees that all covenants, provisions and restrictions contained herein are necessary and fundamental in order to establish the respective priorities of the Creditors in connection with the Obligations and the Security, and that a breach of any such covenant, provision or restriction would result in damages that could not adequately be compensated by monetary award. Accordingly, the Subordinate Creditor expressly agrees that, in addition to all other remedies available to it, including any action for damages, the Senior Creditor will be entitled to the immediate remedy of a restraining order, interim injunction, injunction or other form of injunctive or other relief as may be decreed or issued by any court of competent jurisdiction to restrain or enjoin the Subordinate Creditor from breaching any such covenant, provision or restriction.

### 5.4 No Duty to initiate or continue Enforcement Action

Nothing in this Agreement will require or obligate a Creditor to initiate or continue any Enforcement Action.



**ARTICLE 6  
REPRESENTATIONS AND WARRANTIES**

**6.1 Representations and Warranties**

To induce the other Creditor to continue to extend credit to the Debtor under the respective Loan Agreements, each Creditor hereby represents and warrants to the other Creditor as follows and acknowledges and confirms that the other Creditor is relying upon such representations and warranties in continuing to extend credit to the Debtor under the other Creditor's Loan Agreements:

- (a) it has all requisite capacity, power and authority to enter into and carry out the transactions contemplated by this Agreement;
- (b) all necessary action, corporate or otherwise, has been taken by it to authorize the execution, delivery and performance of this Agreement, it has duly executed and delivered this Agreement and this Agreement is a legal, valid and binding obligation of it, enforceable against it by the other Creditor in accordance with its terms; and
- (c) none of the provisions of this Agreement conflict with any of the provisions of any of the Obligations owing to it or with any of the provisions of any of its Loan Agreements.

**ARTICLE 7  
MISCELLANEOUS**

**7.1 Modification of Loan Agreements**

Each Creditor and the Debtor agree that that Creditor's Loan Agreements shall be and the same are hereby modified to the extent required by this Agreement.

**7.2 Termination of Agreement**

This Agreement will terminate upon the payment to the Senior Creditor, in full, of the Senior Creditor's Loan Amount.

**7.3 Non-Impairment of Creditors' Rights**

- (a) Subject to the provisions hereof and in particular the provisions of Section 3.1, and except as otherwise expressly provided herein or in the Loan Agreements, each Creditor may at any time and from time to time extend, renew, or increase the Obligations owed to it or amend or waive the terms of any of its Loan Agreements or any of its Security and release, sell or exchange any of its Security and otherwise deal freely with the Debtor, all without affecting the liabilities and obligations of the Debtor and that Creditor hereunder and without causing or constituting a breach of or default under any of the Loan Agreements with that Creditor.
- (b) Without limiting the foregoing, subject to the provisions hereof and in particular the provisions of Sections 3.1 and except as otherwise expressly provided herein or in the Loan Agreements, each Creditor may at any time and from time to time:

- (a) retain or obtain a security interest in any of the Debtor Assets to secure or further secure the Obligations to that Creditor;
- (b) extend the time for payment of those Obligations;
- (c) renew or alter the terms of any of its Security;
- (d) exchange, sell, surrender, release, compromise or discharge, its Obligations or Security;
- (e) perfect, renew or maintain any of its Security or fail to do so; or
- (f) release any funds of the Debtor on deposit with it,

all as that Creditor may see fit, all without notice to the other Creditor and all without in any way impairing or affecting this Agreement or the rights of the other Creditor hereunder.

#### **7.4 Payment of Costs and Expenses**

The Debtor will assume and pay all costs, charges and expenses, including legal costs, incurred or charged by each Creditor in connection with:

- (a) preparing, registering and filing this Agreement, and any document contemplated herein and any financing statement, financing change statement or similar document in connection therewith; and
- (b) preparing and filing any amendment, financing change statement or similar document from time to time for purposes of amending or discharging in whole or in part the grant of priority provided for herein or any registration in respect thereof.

All such costs, charges and expenses will be payable forthwith upon demand and will bear interest at the highest of the rates applicable to the Senior Creditor's Loan from the date upon which they are incurred. The Debtor hereby consents to all such costs, charges and expenses being charged and fixed on a solicitor and own client basis.

#### **7.5 Debtor's Additional Covenants**

The Debtor, by its execution hereof, hereby:

- (a) agrees to be bound by, and will act in accordance with, the terms, provisions and intent of this Agreement; however, the Debtor will not take any right, benefit or advantage in being a party to this Agreement, and this Agreement may be amended, supplemented or otherwise modified without notice to, or the consent of, the Debtor; and
- (b) consents to each Creditor providing the other Creditor with such information, financial or otherwise, regarding the Debtor, the Debtor Assets, the Obligations and the Security as may be deemed advisable by the Creditors from time to time;



**7.6 No Challenge**

Neither Creditor will in any manner, contest or bring into question the validity, priority, perfection or enforceability of any of the other Creditor's Security.

**7.7 Waivers and Amendments**

None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Creditors. Neither Creditor will by any act or delay, be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of either Creditor, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by either Creditor of any right or remedy hereunder on any one occasion will not be construed as a bar to any right or remedy which such Creditor would otherwise have on any future occasion.

**7.8 Severability**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**7.9 Counterparts**

This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties. In addition, execution of this Agreement by any of the parties may be evidenced by way of a PDF or other electronic transmission of such party's signature (which signature may be by separate counterpart), and such electronic signature shall be deemed to constitute the original signature of such party to this Agreement.

**7.10 Further Assurances**

The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof, including all acts, deeds and agreements as may be necessary or desirable for the purpose of registering or filing notice of the terms of this Agreement. No party to this Agreement will take any action whereby the priorities and rankings set out in this Agreement might be impaired or defeated.

## 7.11 Notices and Other Instruments

Any notice, demand or other document to be given, or any delivery to be made hereunder shall be effective if in writing and delivered in person and left with, or if faxed and confirmed by prepaid registered letter addressed to the attention of:

- (a) in the case of the Senior Creditor, addressed as follows:

Canadian Western Bank  
Suite 100, 12230 Jasper Avenue  
Edmonton, Alberta, T5N 3K3

Attention: Chris Knash

Fax No.: (780) 424-0584

with a copy to:  
Bishop & McKenzie LLP  
2300, 10180 – 101 Street  
Edmonton, Alberta, T5J 1V3

Attention: Scott R. Tilley

Fax No.: (780) 426-1305

- (b) in the case of the Subordinate Creditor:

Crown Capital Fund IV, LP  
c/o Crown Capital Partners Inc.  
Suite 4330, 77 King Street W  
Toronto, ON M5K 1H6

Attention: Chief Investment Officer

Email: [tim.oldfield@crowncapital.ca](mailto:tim.oldfield@crowncapital.ca)

- (c) in the case of the Debtor, addressed as follows:

RBee Aggregate Consulting Ltd.  
22311 Township Road 570  
Sturgeon Country, AB T0A 2W0

Attention: Bernie Reed, President

Email: [Bernie@rbeecrushing.ca](mailto:Bernie@rbeecrushing.ca)

with a copy to:  
Crown Capital Fund IV, LP  
c/o Crown Capital Partners Inc.  
Suite 4330, 77 King Street W  
Toronto, ON M5K 1H6

Attention: Chief Investment Officer

Email: tim.oldfield@crowncapital.ca

Any notice, demand or other document or delivery so given or made shall be deemed to have been given or made and received at the time of delivery in person or on the business day next following the date of the faxing of same. Any party hereto may from time to time by notice in writing change his or its address (or in the case of a corporate party, the designated recipient) for the purposes of this Section.

**7.12 Successors and Assigns**

- (a) This Agreement will be binding on and will enure to the benefit of the Creditors and their successors and permitted assigns in accordance with Sections 7.12(b) and 7.12(c).
- (b) The Senior Creditor will be entitled to assign its rights and obligations under this Agreement to a lender listed in Schedules I, II or III to the *Bank Act* (Canada) which assumes all of the Senior Creditor's rights and obligations under the Senior Loan Agreements.
- (c) The Subordinate Creditor will not assign any of its right, title or interest in respect of any of its rights or obligations under this Agreement without the consent of the Senior Creditor.


**7.13 Entire Agreement**

This Agreement contains the entire understanding of the parties with respect to the priority of the Obligations and the Security and supersedes any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the priority of the Obligations and the Security. There are no restrictions, agreements, promises, warranties, covenants or undertakings relating to the priority of the Obligations and the Security other than those set forth in this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

*[Remainder of page left intentionally blank, signature page to follow]*

**CANADIAN WESTERN BANK**

Per:   
Authorized Signatory  
Andy McPherson  
Vice President & Branch Manager

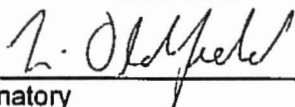
Per:   
Authorized Signatory  
Chris Knash  
AVP, Commercial Banking

**CROWN CAPITAL FUND MANAGEMENT INC. in  
its capacity as General Partner of CROWN  
CAPITAL FUND IV, LP**

Per:   
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory

**RBEE AGGREGATE CONSULTING LTD.**

Per:   
Authorized Signatory

Per: \_\_\_\_\_  
Authorized Signatory



THIS IS EXHIBIT "H" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022



---

A Commissioner for Oaths in and for the Province of Alberta

**KAITLIN H. WARD**  
**BARRISTER & SOLICITOR**

## Equipment Locations



### RBee Asset Locations

- 1. Site C Pit (RMC)** <sup>[A]</sup>  
Fort St. John, BC
- 2. Windfall Pit** <sup>[A]</sup>  
Whitecourt/Windfall, AB
- 3. Vogel Pit (Taverner)** <sup>[A]</sup>  
Rocky Rapids, AB
- 4. Vogel Pit (Taverner)**  
Drayton Valley, AB
- 5. Fox Creek** *(assets have been since relocated to a 3<sup>rd</sup> party gravel pit in Camrose, AB)*
- 6. Creto Creek (government leased land)**  
Fort Nelson, BC
- 7. Home Office Site**  
Gibbons, AB
- 8. Leased Yard**  
Wembley, AB

**Note [A]** – Denotes a location of a gravel pit site where the equipment is located, and such equipment comprises a full plant operation with a history of work and potential ongoing operations.

THIS IS EXHIBIT "I" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022



---

A Commissioner for Oaths in and for the Province of Alberta

**KAITLIN H. WARD**  
**BARRISTER & SOLICITOR**



**RBee Aggregate Consulting Ltd.**  
**Financial Statements**  
*April 30, 2021*

To the Shareholders of RBee Aggregate Consulting Ltd.:

## Opinion

We have audited the financial statements of RBee Aggregate Consulting Ltd. (the "Company"), which comprise the balance sheet as at April 30, 2021, and the statements of loss and retained earnings and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at April 30, 2021, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

## Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

## Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

## Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Edmonton, Alberta

November 5, 2021

*MNP LLP*

Chartered Professional Accountants

**RBee Aggregate Consulting Ltd.****Balance Sheet**

As at April 30, 2021

	2021	2020
<b>Assets</b>		
<b>Current</b>		
Accounts receivable (Note 3), (Note 12)	9,517,820	8,390,739
Prepaid expenses and deposits	29,483	-
	<b>9,547,303</b>	8,390,739
<b>Equipment (Note 4)</b>	<b>43,102,202</b>	46,851,855
	<b>52,649,505</b>	55,242,594
<b>Liabilities</b>		
<b>Current</b>		
Bank indebtedness (Note 5)	74,988	89,947
Operating line of credit (Note 5)	3,198,763	4,444,288
Accounts payable and accruals	1	-
Trade and other payables (Note 6), (Note 12)	6,045,379	1,771,878
Advances from A1 Quality Belting Ltd. (Note 12)	619,771	582,421
Term loans due on demand (Note 5), (Note 7)	9,920,630	11,749,722
Current portion of capital lease obligations (Note 8)	1,680,052	1,571,604
	<b>21,539,584</b>	20,209,860
<b>Capital lease obligations (Note 8)</b>	<b>2,999,222</b>	4,558,505
<b>Advances from shareholders (Note 9)</b>	<b>25,628,630</b>	24,149,808
<b>Future income taxes payable</b>	<b>1,747,000</b>	2,616,000
	<b>51,914,436</b>	51,534,173
<b>Commitments (Note 10)</b>		
<b>Shareholders' Equity</b>		
Share capital (Note 11)	2	2
<b>Retained earnings</b>	<b>735,067</b>	3,708,419
	<b>735,069</b>	3,708,421
	<b>52,649,505</b>	55,242,594

Approved on behalf of the Board of Directors

signed by "David Howells"

\_\_\_\_\_  
Director

**RBee Aggregate Consulting Ltd.**  
**Statement of Loss and Retained Earnings**  
*For the year ended April 30, 2021*

	2021	2020
<b>Revenue</b> (Note 12)	<b>34,577,201</b>	37,473,565
<b>Cost of sales</b>		
Wages and benefits	6,393,544	6,651,157
Fuel	5,121,023	5,919,864
Supplies, repairs and maintenance (Note 12)	4,986,462	5,799,854
Subsistence and camp costs	3,551,615	3,979,793
Equipment rental costs (Note 12)	2,576,961	2,590,127
Subcontract fees	1,506,558	1,348,851
Belting (Note 12)	1,179,911	1,300,159
Screens	451,862	523,000
Testing costs	178,262	387,480
Gravel hauling costs	17,550	-
	<b>25,963,748</b>	28,500,285
<b>Gross margin</b>	<b>8,613,453</b>	8,973,280
<i>Gross margin as a percentage of revenue</i>	<i>24.9 %</i>	<i>23.9 %</i>
<b>General and administrative expenses</b> (Note 12) (Schedule 1)	<b>7,628,579</b>	5,359,104
<b>Operating earnings before amortization and interest</b>	<b>984,874</b>	3,614,176
<b>Amortization and interest expense (income)</b>		
Amortization of equipment	2,802,189	3,092,329
Interest on loans (Note 12)	2,321,565	2,425,486
Interest and bank charges	134,245	170,384
	<b>5,257,999</b>	5,688,199
<b>Loss from operations</b>	<b>(4,273,125)</b>	(2,074,023)
<b>Other income (expense)</b>		
Canada Emergency Wage Subsidy (Note 14)	1,302,542	170,551
Misappropriation loss	(203,075)	-
Gain (loss) on disposal of equipment	(668,694)	56,883
	<b>430,773</b>	227,434
<b>Loss before income tax</b>	<b>(3,842,352)</b>	(1,846,589)
<b>Recovery of income taxes</b>	<b>(869,000)</b>	(766,697)
<b>Net loss</b>	<b>(2,973,352)</b>	(1,079,892)
<b>Retained earnings, beginning of period</b>	<b>3,708,419</b>	4,788,311
<b>Retained earnings, end of period</b>	<b>735,067</b>	3,708,419

The accompanying notes are an integral part of these financial statements

**RBee Aggregate Consulting Ltd.****Statement of Cash Flows**

For the year ended April 30, 2021

	2021	2020
<b>Cash provided by (used for) the following activities</b>		
<b>Operating activities</b>		
Net loss	(2,973,352)	(1,079,892)
Amortization of equipment	2,802,189	3,009,647
Recovery of future income taxes	(869,000)	(766,697)
Gain (loss) on disposal of equipment	668,694	(56,883)
Non-cash interest on advances to shareholders (Note 9)	1,478,822	425,000
	1,107,353	1,531,175
Changes in working capital accounts		
Accounts receivable	(1,127,081)	(671,847)
Prepaid expenses and deposits	(29,483)	42,832
Trade and other payables	4,273,501	(504,119)
Wages payable	1	-
	4,224,291	398,041
<b>Financing activities</b>		
Advances of term loans due on demand	1,091,250	6,530,000
Repayments of term loans due on demand	(2,920,342)	(3,471,945)
Advances from A1 Quality Belting Ltd.	643,447	582,421
Repayment of advances from A1 Quality Belting Ltd.	(606,097)	-
Advances (repayments) in operating line of credit, net of repayments (advances) (Note 5)	(1,245,525)	2,029,600
Repayments of capital lease obligations	(1,515,710)	(1,964,883)
	(4,552,977)	3,705,193
<b>Investing activities</b>		
Purchases of equipment	(478,089)	(3,419,888)
Proceeds on disposal of equipment	821,734	397,385
	343,645	(3,022,503)
<b>Decrease (increase) in cash deficiency</b>	<b>14,959</b>	<b>1,080,731</b>
<b>Cash deficiency, beginning of period</b>	<b>(89,947)</b>	<b>(1,170,678)</b>
<b>Cash deficiency, end of period</b>	<b>(74,988)</b>	<b>(89,947)</b>
<b>Cash deficiency is composed of:</b>		
Cheques issued in excess of deposits on hand	(74,988)	(89,947)

The accompanying notes are an integral part of these financial statements

**1. Incorporation and operations**

RBee Aggregate Consulting Ltd. (the "Company") was incorporated in the Province of Alberta on September 13, 2017. The Company provides mobile gravel crushing services in Western Canada.

**2. Significant accounting policies**

The financial statements have been prepared in accordance with Canadian accounting standards for private enterprises set out in Part II of the CPA Canada Handbook - Accounting, as issued by the Accounting Standards Board in Canada and include the following significant accounting policies:

***Revenue recognition***

Gravel crushing revenue is recognized as the services are performed. Management assesses the business environment, customers' financial condition, historical collection experience, accounts receivable aging and customer disputes to determine whether collectability is reasonably assured. If collectability is not considered reasonably assured at the time of sale, the Company does not recognize revenue until collection occurs.

***Cash and cash equivalents***

Cash and cash equivalents include balances with banks, including temporary overdrafts, and short-term investments with maturities of three months or less.

***Equipment***

Equipment is initially recorded at cost. Amortization is provided using the declining balance method at rates intended to amortize the cost of assets over their estimated useful lives.

	<b><i>Method</i></b>	<b><i>Rate</i></b>
Automotive	declining balance	20 %
Equipment	declining balance	5 %

In the year of acquisition, amortization is recognized for the portion of the period the asset was in use.

***Long-lived assets***

Long-lived assets consist of equipment. Long-lived assets held for use are measured and amortized as described in the applicable accounting policies.

The Company performs impairment testing on long-lived assets held for use whenever events or changes in circumstances indicate that the carrying amount of an asset, or group of assets, may not be recoverable. The carrying amount of a long-lived asset is not recoverable if the carrying amount exceeds the sum of the undiscounted future cash flows from its use and disposal. If the carrying amount is not recoverable, impairment is then measured as the amount by which the asset's carrying amount exceeds its fair value. Fair value is measured using prices for similar items. Any impairment is included in loss for the year.

***Leases***

A lease that transfers substantially all of the benefits and risks of ownership is classified as a capital lease. At the inception of a capital lease, an asset and a payment obligation is recorded at an amount equal to the lesser of the present value of the minimum lease payments and the property's fair market value. Assets under capital leases are amortized using the straight-line method, over their estimated useful lives. All other leases are accounted for as operating leases and rental payments are expensed as incurred.

***Government assistance***

Claims for assistance under various government subsidy programs are recorded in other income when eligibility criteria for the assistance has been met and collection is reasonably assured.



**2. Significant accounting policies** (Continued from previous page)

***Income taxes***

The Company accounts for income taxes using the future income taxes method. Under this method, future income tax assets and liabilities are recorded based on temporary differences between the carrying amount of balance sheet items and their corresponding tax bases. In addition, the future benefits of income tax assets, including unused tax losses, are recognized, subject to a valuation allowance, to the extent that it is more likely than not that such future benefits will ultimately be realized. Future income tax assets and liabilities are measured using substantively enacted tax rates and laws expected to apply when the tax liabilities or assets are to be either settled or realized.

***Measurement uncertainty (use of estimates)***

The preparation of financial statements in conformity with Canadian accounting standards for private enterprises requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period.

Accounts receivable are stated after evaluation as to their collectability and an appropriate allowance for doubtful accounts is provided where considered necessary. Amortization is based on the estimated useful lives of equipment.

The calculation of future income tax is based on assumptions, which are subject to uncertainty as to timing and which tax rates are expected to apply when temporary differences reverse. By their nature, these estimates are subject to measurement uncertainty, and the effect on the financial statements from changes in such estimates in future years could be material.

These estimates and assumptions are reviewed periodically and, as adjustments become necessary they are reported in earnings in the years in which they become known.

***Financial instruments***

The Company recognizes its financial instruments when the Company becomes party to the contractual provisions of the financial instrument. All financial instruments are initially recorded at their fair value, except certain financial assets and liabilities originated and issued in a related party transaction measured at their carrying or exchange amount in accordance with Section 3840 *Related Party Transactions* (refer to Note 12). At initial recognition, the Company may irrevocably elect to subsequently measure any financial instrument at fair value. The Company has not made such an election during the year.

The Company subsequently measures investments in equity instruments quoted in an active market at fair value. All other financial assets and liabilities are subsequently measured at amortized cost.

Transaction costs and financing fees directly attributable to financial instruments subsequently measured at fair value are immediately recognized in net loss. Transaction costs and financing fees are added to the carrying amount for those financial instruments subsequently measured at cost or amortized cost.

The Company assesses impairment of all its financial assets measured at cost or amortized cost when there is an indication of impairment. Any impairment which is not considered temporary is included in current year loss.

**3. Trade and other receivables**

	<b>2021</b>	<b>2020</b>
Trade receivables	<b>8,184,129</b>	3,687,939
Holdbacks receivable	<b>1,659,268</b>	4,702,798
Misappropriated funds receivable	<b>266,749</b>	-
Share receivables	<b>2</b>	2
<hr/>		
Allowance for doubtful accounts	<b>10,110,148</b> <b>(592,328)</b>	8,390,739 -
<hr/>		
	<b>9,517,820</b>	8,390,739
<hr/>		

**RBee Aggregate Consulting Ltd.**  
**Notes to the Financial Statements**  
*For the year ended April 30, 2021*

**4. Equipment**

	<b>2021</b>		<b>2020</b>
	<b>Cost</b>	<b>Accumulated amortization</b>	<b>Net book value</b>
Automotive Equipment	4,202,705	2,163,885	2,814,304
	<b>48,085,273</b>	<b>7,021,891</b>	<b>41,063,382</b>
	<b>52,287,978</b>	<b>9,185,776</b>	<b>43,102,202</b>
			<b>46,851,855</b>

During the year, equipment was acquired at an aggregate cost of \$478,089 (2020 - \$3,419,888), of which \$nil (2020 - \$nil) was acquired by means of capital leases and \$478,089 (2020 - \$3,419,888) was acquired in cash.

Included in equipment are assets under capital lease with a cost of \$6,866,676 (2020 - \$10,435,270) and accumulated amortization of \$739,102 (2020 - \$1,309,555).

**5. Bank indebtedness**

The Company's credit facilities with Canadian Western Bank include access to a demand revolving loan and demand operating loan, authorized to a maximum of \$15,000,000 and \$10,000,000, respectively. Borrowings under these facilities bear interest at prime plus 1.25% (2020 - prime plus 1.0%). At April 30, 2021, \$9,920,630 (2020 - \$11,749,722) had been drawn on the revolving facility (Note 7) and \$3,198,763 (2020 - \$4,444,288) had been drawn on the demand operating loan. Bank indebtedness consists of outstanding cheques in excess of deposits.

Included in the credit facilities noted above with Canadian Western Bank is a letter of credit facility available up to \$1,000,000, of which \$nil (2020 - \$nil) was committed as at April 30, 2021.

These facilities are secured by a General Security Agreement providing a first security interest in all present and after acquired equipment; and assignment and postponement of claim from the shareholders, a Capital Call Agreement in the amount of \$1,000,000 each from each of the shareholders and an assignment of insurance proceeds.

The credit facilities are subject to certain financial covenants with respect to cash flow coverage ratio, debt to tangible net worth ratio, and current ratio. As of April 30, 2021, the Company has not met all covenants.

Advances and repayments on the line of credit are shown on a net basis in the statement of cash flows as it is impracticable to determine the gross transactions.

**6. Trade and other payables**

	<b>2021</b>	<b>2020</b>
Trade accounts payable	3,450,129	1,560,812
Employee deductions payable	1,975,385	232,214
Goods and Services Tax payable	517,025	(107,223)
Accrued liabilities	102,840	86,075
	<b>6,045,379</b>	<b>1,771,878</b>

**RBee Aggregate Consulting Ltd.**  
**Notes to the Financial Statements**  
*For the year ended April 30, 2021*

**7. Term loans due on demand**

	<b>2021</b>	<b>2020</b>
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$235,117 plus interest, from June to January and interest only payments from February to May, with security as described in Note 5, maturing November 9, 2021.	<b>3,291,637</b>	4,467,222
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$113,636 plus interest from June to January and interest only payments from February to May, with security as described in Note 5, maturing June 25, 2023.	<b>1,931,818</b>	2,500,000
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$56,055 plus interest from September to January and interest only payments from February to August, with security as described in Note 5, maturing August 19, 2024.	<b>1,513,477</b>	1,793,750
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$57,143 plus interest from June to January and interest only payments from February to May, maturing April 6, 2023, with security as described in Note 5.	<b>914,286</b>	1,200,000
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$49,602 plus interest from June to January and interest only payments from February to May, with security as described in Note 5, maturing June 8, 2023.	<b>843,239</b>	-
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$27,778 plus interest from June to January and interest only payments from February to May, with security as described in Note 5, maturing November 23, 2023.	<b>611,111</b>	750,000
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$35,714 plus interest from June to January and interest only payments from February to May, with security as described in Note 5, maturing April 10, 2023.	<b>571,429</b>	750,000
Term loan due on demand bearing interest at prime plus 1.25% (prime plus 1.00%), payable in monthly instalments of \$9,023 plus interest from September to January and interest only payments from February to August, with security as described in Note 5, maturing August 9, 2024.	<b>243,633</b>	288,750
	<b>9,920,630</b>	11,749,722
Less: current portion	<b>9,920,630</b>	11,749,722
	-	-

Principal repayments on term loans due on demand in each of the next four years, assuming loans remain subject to contractual terms of repayment, are estimated as follows:

2022	4,672,550
2023	4,202,314
2024	850,530
2025	195,236
	9,920,630

Term loans due on demand are subject to certain financial covenants as disclosed in Note 5. As the Company is in breach of its covenants, all term loans have been classified as current liabilities on the balance sheet.

**RBee Aggregate Consulting Ltd.**  
**Notes to the Financial Statements**  
*For the year ended April 30, 2021*

**8. Capital lease obligations**

	<b>2021</b>	<b>2020</b>
Komatsu Financial - Obligations under capital lease payable in blended aggregate monthly installments of \$221,927 (ranging from \$7,169 to \$22,015 individually) from June to January and interest only payments from February to May at rates ranging from nil% to 4.98%, maturing from November 2021 to February 2025, secured by equipment having a net book value of \$6,052,301 (2020 - \$8,701,277).	<b>4,618,545</b>	5,786,888
WS Leasing - Obligations under capital lease payable in blended aggregate monthly installments of \$2,884, including interest rate at 4.99%, maturing March 2023, secured by equipment having a net book value of \$75,274 (2020 - \$91,797).	<b>60,729</b>	343,221
	<b>4,679,274</b>	6,130,109
Less: current portion	<b>1,680,052</b>	1,571,604
	<b>2,999,222</b>	4,558,505

Future minimum lease payments related to obligations under capital lease are as follows:

2022	1,829,376
2023	1,849,774
2024	968,799
2025	312,031
	<u>4,959,980</u>
Less: imputed interest	(280,706)
	<u>4,679,274</u>
Less: current portion	(1,680,052)
	<u>2,999,222</u>

**9. Advances from shareholders**

In conjunction with the acquisition of the Company's initial business assets from Petrowest Civil Services LP, promissory notes payable of \$18,807,490 were assumed from Crown Capital Fund IV, LP, a shareholder of the Company. The advance is repayable on demand, with \$5,000,000 not bearing interest and the remainder bearing interest at 10% before demand, and 12% after demand. During the year, \$1,478,822 (2020 - \$425,000) of interest payable was added to the promissory note payable balance. As this transaction was non-cash it has been omitted from the statement of cash flows. The total balance owing to Crown Capital Fund IV, LP at April 30, 2021 is \$20,628,630 (2020 - \$19,149,808).

On April 30, 2019, the Company issued a \$5,000,000 dividend to 2069328 Alberta Ltd., settled by way of a non-interest bearing promissory note, payable on demand. As the transaction was non-cash, it has been omitted from the statement of cash flows. The \$5,000,000 promissory note has been subordinated and postponed pursuant to an agreement with the Company's surety bonding provider.

Both shareholders have waived their right to repayment within the next year, therefore the advances are presented as a long-term liability.

**RBee Aggregate Consulting Ltd.**  
**Notes to the Financial Statements**  
*For the year ended April 30, 2021*

**10. Commitments**

The Company has entered into a lease agreement with estimated minimum annual payments as follows:

	2022	960,000
	2023	640,000
		1,600,000

**11. Share capital**

	2021	2020
Issued		
Common shares		
1 Class A voting common share (2020 - 1)	1	1
1 Class B voting common share (2020 - 1)	1	1
	2	2

**12. Related party transactions**

During the normal course of business, significant transactions with affiliated companies recorded at the exchange amount and not disclosed separately in the accompanying financial statements were as follows:

	2021	2020
<b>A1 Quality Belting Ltd. - controlled by a Director</b>		
Equipment rental costs	2,468,972	2,738,251
Belting	1,081,377	1,292,736
Other expenses	431,599	222,515
Equipment sold to A1	100,000	1,483,978
Equipment purchased from A1	295,325	-
Supplies, repairs and maintenance	35,689	143,071
Interest expense	25,793	-
Revenues	(178,028)	(14,390)
<b>1258311 Alberta Limited - controlled by a Director</b>		
Rent expense	960,000	960,000
<b>Crown Capital Fund IV, LP - shareholder</b>		
Interest on loans expense	1,490,346	1,043,753
<b>Janet Fisher - Spouse of Director</b>		
Rent expense	84,000	84,000
<b>Bernie Reed - Director</b>		
Supplies, repairs and maintenance	737,741	499,848
Other expenses	273,125	418,302

In addition to the above, as at April 30, 2021 A1 Quality Belting Ltd. advanced \$619,771 (2020 - \$582,421) to the Company. The advances are non-interest bearing, unsecured and due on demand. Included in accounts payable and accruals is \$1,171,364 (2020 - \$107,479) owing to A1 Quality Belting Ltd., \$84,000 (2020 - \$nil) owing to 1258311 AB Ltd. and \$183,318 (2020 - \$nil) owing to Bernie Reed. Included in accounts receivable is \$141,437 receivable from A1 Quality Belting Ltd.

**13. Financial instruments**

The Company, as part of its operations, carries a number of financial instruments. It is management's opinion that the Company is not exposed to significant interest, currency, credit, liquidity or other price risks arising from these financial instruments except as otherwise disclosed.

***Credit risk and concentration***

For the year ended April 30, 2021, three customers (2020 - two customers) accounted for 28% (2020 - 37%) of revenues from operations and as at April 30, 2021 one customer (2020 - three customers) accounted for 23% (2020 - 64%) of accounts receivable. The Company experienced an increase in credit risk during the year as certain customers experienced financial difficulty creating uncertainty regarding their ability to honour amounts payable. Risk exposure associated with the collection of these receivables has been incorporated into the determination of the allowance for doubtful accounts (Note 3). The Company performs regular credit assessments of its customers and provides allowances for potentially uncollectible accounts receivable.

***Interest rate risk***

Interest rate risk is the risk that the value of a financial instrument might be adversely affected by a change in the interest rates. Changes in market interest rates may have an effect on the cash flows associated with some financial assets and liabilities, known as cash flow risk, and on the fair value of other financial assets or liabilities, known as price risk.

The Company is exposed to interest rate cash flow risk with respect to bank indebtedness and term loans due on demand which are subject to floating interest rates as disclosed in Notes 5 and 7. The Company is exposed to interest rate price risk on its advances from shareholder (Note 9) and capital lease obligations (Note 8) as they are at fixed rates.

***Liquidity risk***

Liquidity risk is the risk that the Company will encounter difficulty in meeting obligations associated with financial liabilities. The Company's exposure to liquidity risk is dependent on achieving profitable operations, collection of accounts receivable, purchasing commitments and obligations or raising funds to meet commitments and sustain operations.

**14. Significant event**

During the year, there was a global outbreak of COVID-19 (coronavirus), which has had a significant impact on businesses through the restrictions put in place by the Canadian federal, provincial and municipal governments regarding travel, business operations and isolation/quarantine orders.

At this time, it is unknown the extent of any impact the COVID-19 outbreak may have on the Company subsequent to year-end as this will depend on future developments that are highly uncertain and that cannot be predicted with confidence. These uncertainties arise from the inability to predict the spread of the disease, duration of the outbreak, including the duration of travel restrictions, business closures or disruptions, and quarantine/isolation measures that are currently, or may be put, in place by Canada and other countries to fight the virus.

The Company applied for the Canada Emergency Wage Subsidy (CEWS). Under CEWS, organizations experiencing significant revenue reductions during the COVID-19 pandemic are eligible to receive a subsidy for a portion of employee wages or deductions paid during those periods. For the year ended April 30, 2021, the Company claimed aggregate subsidies under these programs of \$1,302,542 (2020 - \$170,551).

**15. Comparative figures**

Certain comparative figures have been reclassified to conform with current year presentation.

**RBee Aggregate Consulting Ltd.**  
**Schedule 1 - Schedule of General and Administrative Expenses**  
*For the year ended April 30, 2021*

	<b>2021</b>	<b>2020</b>
<b>General and administrative expenses</b>		
Bad debts	<b>1,996,532</b>	-
Salaries, wages and benefits	<b>1,440,964</b>	1,780,319
Rent <i>(Note 12)</i>	<b>1,045,524</b>	1,054,350
Telephone and utilities	<b>607,785</b>	602,620
Licenses, taxes and permits	<b>567,992</b>	228,601
Insurance	<b>566,484</b>	579,891
Accounting and legal	<b>463,547</b>	55,175
Professional fees	<b>376,770</b>	322,784
Travel and entertainment	<b>178,122</b>	170,861
Vehicle costs	<b>161,346</b>	218,898
Office	<b>80,643</b>	112,853
Freight	<b>79,914</b>	74,526
WCB expense	<b>62,956</b>	158,226
	<b>7,628,579</b>	5,359,104



THIS IS EXHIBIT "J" - CONFIDENTIAL EXHIBIT 1 TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022



---

A Commissioner for Oaths in and for the Province of Alberta

**KAITLIN H. WARD**  
**BARRISTER & SOLICITOR**

**THIS IS EXHIBIT "K" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



---

**A Commissioner for Oaths in and for the Province of Alberta**

**KATLIN H. WARD  
BARRISTER & SOLICITOR**

# Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2022/03/03  
Time of Search: 01:13 PM  
Search provided by: MLT AIKINS LLP (CALGARY)  
Service Request Number: 37158260  
Customer Reference Number: 0151020.00013

**Corporate Access Number:** 2012583114  
**Business Number:** 847816360  
**Legal Entity Name:** 1258311 ALBERTA LTD.  
**Legal Entity Status:** Active  
**Alberta Corporation Type:** Numbered Alberta Corporation  
**Registration Date:** 2006/07/27 YYYY/MM/DD

**Registered Office:**  
**Street:** 9702 - 100 STREET  
**City:** MORINVILLE  
**Province:** ALBERTA  
**Postal Code:** T8R1G3

**Records Address:**  
**Street:** 9702 - 100 STREET  
**City:** MORINVILLE  
**Province:** ALBERTA  
**Postal Code:** T8R1G3

**Email Address:** CORPORATE@PUTNAMLAWLLP.CA

**Primary Agent for Service:**

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
PUTNAM	GORDON	D.	PUTNAM LAW LLP	9702 100 ST	MORINVILLE	ALBERTA	T8R1G3	CORPORATE@PUTNAMLAWLLP.CA

**Directors:**

**Last Name:** FISHER  
**First Name:** JANET  
**Street/Box Number:** 46 CRANBERRY BEND  
**City:** FORT SASKATCHEWAN  
**Province:** ALBERTA  
**Postal Code:** T8L0H2

**Last Name:** REED

**000177**

**First Name:** BERNIE  
**Street/Box Number:** 46 CRANBERRY BEND  
**City:** FORT SASKATCHEWAN  
**Province:** ALBERTA  
**Postal Code:** T8L0H2

**Voting Shareholders:**

**Last Name:** FISHER  
**First Name:** JANET  
**Street:** 46 CRANBERRY BEND  
**City:** FORT SASKATCHEWAN  
**Province:** ALBERTA  
**Postal Code:** T8L0H2  
**Percent Of Voting Shares:** 50

**Last Name:** REED  
**First Name:** BERNIE  
**Street:** 46 CRANBERRY BEND  
**City:** FORT SASKATCHEWAN  
**Province:** ALBERTA  
**Postal Code:** T8L0H2  
**Percent Of Voting Shares:** 50

**Details From Current Articles:**

The information in this legal entity table supersedes equivalent electronic attachments

**Share Structure:** SEE ATTACHED SCHEDULE A  
**Share Transfers Restrictions:** SEE ATTACHED SCHEDULE B  
**Min Number Of Directors:** 1  
**Max Number Of Directors:** 7  
**Business Restricted To:** NONE  
**Business Restricted From:** NONE  
**Other Provisions:** SEE ATTACHED SCHEDULE C

**Other Information:**

**Last Annual Return Filed:**

File Year	Date Filed (YYYY/MM/DD)
2021	2021/08/27

**Filing History:**

List Date (YYYY/MM/DD)	Type of Filing
------------------------	----------------

2006/07/27	Incorporate Alberta Corporation
2012/12/04	Change Director / Shareholder
2015/09/16	Change Address
2020/02/19	Update BN
2021/08/27	Enter Annual Returns for Alberta and Extra-Provincial Corp.

**Attachments:**

<b>Attachment Type</b>	<b>Microfilm Bar Code</b>	<b>Date Recorded (YYYY/MM/DD)</b>
<a href="#">Share Structure</a>	ELECTRONIC	2006/07/27
<a href="#">Restrictions on Share Transfers</a>	ELECTRONIC	2006/07/27
<a href="#">Other Rules or Provisions</a>	ELECTRONIC	2006/07/27

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



**THIS IS EXHIBIT "L" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



---

**A Commissioner for Oaths in and for the Province of Alberta**

**KAITLIN H. WARD  
BARRISTER & SOLICITOR**

March 7, 2022

**VIA EMAIL**

RBee Aggregate Consulting Ltd.  
c/o Registered Office  
2100, 222 – 3<sup>rd</sup> Ave SW  
Calgary, AB T2P 0B4

**Ryan Zahara**  
Direct Line: (403) 693-5420  
E-mail: rzahara@mltaikins.com

Joy Mutuku  
Legal Assistant  
Direct Line: (403) 693-5403  
E-mail: jmutuku@mltaikins.com

**Attention: Christopher Johnson**

Dear Mr. Johnson:

**Re: Demand for Payment**

As counsel for Crown Capital Partner Funding, LP, by its manager, Crown Private Credit Partners Inc. ("**Crown Capital**" or the "**Lender**"), we hereby advise RBee Aggregate Consulting Ltd. (the "**Borrower**") as follows:

1. Reference is made to the following loan documents (collectively, the "**Loan Documents**"):
  - (a) an Amended and Restated Promissory Note, dated effective as of November 9, 2017; and
  - (b) a General Security Agreement dated November 9, 2017 from the Borrower to the Lender.
2. Pursuant to the Loan Documents, all included credit facilities (the "**Credit Facilities**") are payable in full on demand by the Lender at any time. Accordingly, the Lender hereby demands from the Borrower payment of the Credit Facilities in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the Loan Documents, or any other document relating thereto, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Loan Documents. For greater certainty, interest continues to accrue on the Credit Facilities and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the Loan Documents (collectively, the "**Outstanding Indebtedness**").
3. If the Borrower fails to make payment of the Outstanding Indebtedness by way of certified cheque, bank draft, or other immediately payable funds by no later than 5:00 p.m. Calgary time on March 17, 2022, the Lender will take such lawful steps to recover the Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Borrower under the Loan Documents.



4. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) together with a form to facilitate the Borrower's waiver of the notice period referred to therein if it chooses to permit the same.

Sincerely,

**MLT AIKINS LLP**

Ryan Zahera

Encl.

**Schedule "A" – Outstanding Indebtedness**

	Amount in CAD\$ as of March 7, 2022
<b>Promissory Note</b>	
<b>Credit Facility #1 – Assumed Crown Debt</b>	
Principal	\$18,807,490.10
Interest	\$3,926,942.05
<b>Total</b>	<b>\$22,734,432.15</b>
Per Diem Interest	\$5,817.11
	(collectively, the "Outstanding Indebtedness")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**Form 86****NOTICE OF INTENTION TO ENFORCE SECURITY**  
*(Section 244 of the Bankruptcy and Insolvency Act)*

TO: RBee Aggregate Consulting Ld. (an insolvent corporation) (the "**Debtor**")

Take notice that:

Crown Capital Partner Funding, LP, by its manager, Crown Private Credit Partners Inc. (the "**Lender**"), intends to enforce its security on all of the Debtor's present and after-acquired property (both real and personal), as more particularly described in the Security (as defined below), pursuant to an Amended and Restated Promissory Note dated effective as of November 9, 2017 (the "**Promissory Note**").

The security that is to be enforced is in the form of a security agreement dated November 9, 2017 from the Debtor to the Lender (the "**Security**").

The total amount of indebtedness secured by the Security is in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender, and any other amounts whatsoever, which may be claimed by the Lender under the Promissory Note, the Security, or any other document relating thereto, including without limitation all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Promissory Note and the Security.

The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 7<sup>th</sup> day of March, 2022

**MLT AIKINS LLP, Agents and Solicitors for the Lender**

per: \_\_\_\_\_

Name: Ryan Zahara

Title: Barrister and Solicitor

The undersigned hereby consents to the Lender enforcing its security prior to the expiry of the above-noted 10 day period.

**RBEE AGGREGATE CONSULTING LTD.**

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

**Schedule "A" – Outstanding Indebtedness**

	<b>Amount in CAD\$ as of March 7, 2022</b>
<b>Promissory Note</b>	
<b>Credit Facility #1 – Assumed Crown Debt</b>	
Principal	\$18,807,490.10
Interest	\$3,926,942.05
<b>Total</b>	<b>\$22,734,432.15</b>
Per Diem Interest	\$5,817.11
	(collectively, the " <b>Outstanding Indebtedness</b> ")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**THIS IS EXHIBIT "M" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



---

**A Commissioner for Oaths in and for the Province of Alberta**

**KAITLIN H. WARD  
BARRISTER & SOLICITOR**

March 7, 2022

**VIA EMAIL**

RBee Aggregate Consulting Ltd.  
c/o Registered Office  
2100, 222 – 3<sup>rd</sup> Ave SW  
Calgary, AB T2P 0B4

**Ryan Zahara**  
Direct Line: (403) 693-5420  
E-mail: rzahara@mltaikins.com

Joy Mutuku  
Legal Assistant  
Direct Line: (403) 693-5403  
E-mail: jmutuku@mltaikins.com

**Attention: Christopher Johnson**

Dear Mr. Johnson:

**Re: Demand for Payment**

As counsel for Crown Capital Partner Funding, LP, by its manager, Crown Private Credit Partners Inc. ("**Crown Capital**" or the "**Lender**"), we hereby advise RBee Aggregate Consulting Ltd. (the "**Borrower**") as follows:

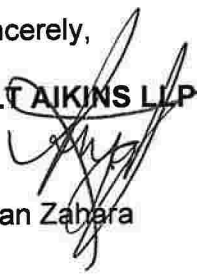
1. Reference is made to the following loan documents (collectively, the "**Loan Documents**"):
  - (a) an Amended and Restated Promissory Note, dated effective as of November 9, 2017; and
  - (b) a General Security Agreement dated November 9, 2017 from the Borrower to the Lender.
2. Pursuant to the Loan Documents, all included credit facilities (the "**Credit Facilities**") are payable in full on demand by the Lender at any time. Accordingly, the Lender hereby demands from the Borrower payment of the Credit Facilities in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date of this demand and hereafter, and any other amounts whatsoever, which may be claimed by the Lender under the Loan Documents, or any other document relating thereto, including, without limitation, all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Loan Documents. For greater certainty, interest continues to accrue on the Credit Facilities and other indebtedness and costs, including as aforesaid, at the rates determined in accordance with the Loan Documents (collectively, the "**Outstanding Indebtedness**").
3. If the Borrower fails to make payment of the Outstanding Indebtedness by way of certified cheque, bank draft, or other immediately payable funds by no later than 5:00 p.m. Calgary time on March 17, 2022, the Lender will take such lawful steps to recover the Outstanding Indebtedness owing to it as it considers appropriate, including, but not limited to, pursuing all of the Lender's rights and remedies against the Borrower under the Loan Documents.



4. We enclose a Notice of Intention to Enforce Security delivered pursuant to section 244 of the *Bankruptcy and Insolvency Act* (Canada) together with a form to facilitate the Borrower's waiver of the notice period referred to therein if it chooses to permit the same.

Sincerely,

**MLT AIKINS LLP**

  
Ryan Zahera

Encl.

**Schedule "A" – Outstanding Indebtedness**

	Amount in CAD\$ as of March 7, 2022
<b>Promissory Note</b>	
<b>Credit Facility #1 – Assumed Crown Debt</b>	
Principal	\$18,807,490.10
Interest	\$3,926,942.05
<b>Total</b>	<b>\$22,734,432.15</b>
Per Diem Interest	\$5,817.11
	(collectively, the "Outstanding Indebtedness")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**Form 86****NOTICE OF INTENTION TO ENFORCE SECURITY**  
*(Section 244 of the Bankruptcy and Insolvency Act)*

TO: RBee Aggregate Consulting Ld. (an insolvent corporation) (the "**Debtor**")

Take notice that:

Crown Capital Partner Funding, LP, by its manager, Crown Private Credit Partners Inc. (the "**Lender**"), intends to enforce its security on all of the Debtor's present and after-acquired property (both real and personal), as more particularly described in the Security (as defined below), pursuant to an Amended and Restated Promissory Note dated effective as of November 9, 2017 (the "**Promissory Note**").

The security that is to be enforced is in the form of a security agreement dated November 9, 2017 from the Debtor to the Lender (the "**Security**").

The total amount of indebtedness secured by the Security is in the amounts set out in **Schedule "A"** hereto, plus all accrued interest and all legal and professional fees, costs, charges, disbursements, and expenses incurred by the Lender, and any other amounts whatsoever, which may be claimed by the Lender under the Promissory Note, the Security, or any other document relating thereto, including without limitation all legal costs incurred on a solicitor-client basis in respect of enforcing the Lender's rights under the Promissory Note and the Security.

The Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Calgary, Alberta, this 7<sup>th</sup> day of March, 2022

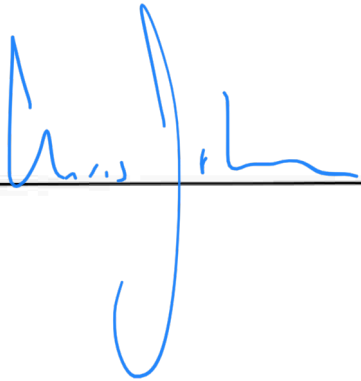
**MLT A IKINS LLP, Agents and Solicitors for the Lender**



per: \_\_\_\_\_  
Name: Ryan Zahara  
Title: Barrister and Solicitor

The undersigned hereby consents to the Lender enforcing its security prior to the expiry of the above-noted 10 day period.

**RBEE AGGREGATE CONSULTING LTD.**

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

**Schedule "A" – Outstanding Indebtedness**

	<b>Amount in CAD\$ as of March 7, 2022</b>
<b>Promissory Note</b>	
<b>Credit Facility #1 – Assumed Crown Debt</b>	
Principal	\$18,807,490.10
Interest	\$3,926,942.05
<b>Total</b>	<b>\$22,734,432.15</b>
Per Diem Interest	\$5,817.11
	(collectively, the " <b>Outstanding Indebtedness</b> ")

Plus all interest, legal, and professional fees, costs, charges, disbursements, and expenses incurred by the Lender prior to the date hereof.

**THIS IS EXHIBIT "N" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



---

**A Commissioner for Oaths in and for the Province of Alberta**

**KAITLIN H. WARD  
BARRISTER & SOLICITOR**

## CONSENT AND WAIVER

**TO:** Crown Capital Partner Funding, LP (formerly Crown Capital Fund IV, LP) and its manager, Crown Private Credit Partners Inc. (“**Crown**”)

**FROM:** Canadian Western Bank (“**CWB**”)

**RE:** Priority, Postponement, Subordination and Standstill Agreement among CWB, as senior creditor, Crown, as subordinate creditor, and RBee Aggregate Consulting Ltd. (the “**Debtor**”), as debtor, dated November 9, 2017 (the “**PPSS Agreement**”).

**DATE:** March 7, 2022

---

**WHEREAS** the Debtor is indebted to CWB pursuant to the Senior Loan Agreements, which indebtedness is secured by the first-ranking Senior Security;

**AND WHEREAS** the Debtor is indebted to Crown pursuant to the Subordinate Loan Agreements, which indebtedness is secured by the second-ranking Subordinate Security;

**AND WHEREAS** *inter alios*, CWB and Crown entered into the PPSS Agreement to confirm certain matters including, without limitation, the priority and subordination of the Subordinate Security to the Senior Security and certain other limitations respecting Crown’s right to enforce the Subordinate Security;

**AND WHEREAS** the Debtor is in default pursuant to the terms of the Subordinate Loan Agreements and Subordinate Security and Crown intends to issue demands and commence enforcement proceedings in accordance with the terms of the Subordinate Loan Agreements and Subordinate Security including, including, without limitation, filing a Statement of Claim seeking judgment for the amounts owing under the Subordinate Loan Agreement and making an application for the appointment of a Receiver in respect of the Debtor Assets (collectively, the “**Crown Enforcement Proceedings**”);

**AND WHEREAS** capitalized terms used herein (including the recitals hereto) but not otherwise defined in this Consent and Waiver shall have their respective meanings ascribed thereto in the PPSS Agreement;

**NOW THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by CWB), CWB hereby irrevocably and unconditionally:

1. consents to the Crown Enforcement Proceedings, including, without limitation, Crown’s application for and the subsequent appointment of a Receiver over the Debtor Assets, notwithstanding any standstill or other requirements, terms or conditions contained in the PPSS Agreement;
2. acknowledges and agrees that the Crown Enforcement Proceedings will not constitute a breach of, default under, or violation of, the PPSS Agreement (including any notice provision thereunder) by Crown; and
3. undertakes, promises and agrees that it will promptly, upon the request of Crown or its legal counsel, do all such acts or things and execute and deliver all such agreements, instruments and



other documents as may be reasonably necessary or desirable to give effect to this Consent and Waiver.

For certainty, nothing in this Consent and Waiver shall in any way impact the respective priorities set forth in the PPSS Agreement.

CWB understands that Crown is relying on this Consent and Waiver in connection with the initiation, pursuit and completion of the Crown Enforcement Proceedings.

This Consent and Waiver shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

This Consent and Waiver shall enure to the benefit of Crown and its successors and assigns (as applicable), and shall be binding upon CWB and its successors and assigns.

This Consent and Waiver may be executed and delivered by CWB in .pdf or other electronic format and, when so executed and delivered, Crown shall be entitled to rely on such .pdf or other electronic copy of this Consent and Waiver as if it were an original.

**[Execution page to follow.]**

**IN WITNESS HEREOF** this Consent and Waiver has been executed and delivered by CWB effective as of the date first set forth above.

**CANADIAN WESTERN BANK**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**THIS IS EXHIBIT "O" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 7<sup>TH</sup> DAY OF MARCH 2022**



---

**A Commissioner for Oaths in and for the Province of Alberta**

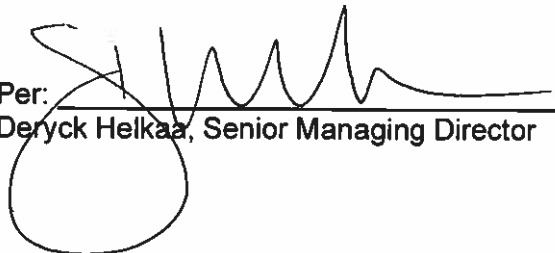
**KAITLIN H. WARD  
BARRISTER & SOLICITOR**

COURT FILE NUMBER: 2201-  
COURT COURT OF QUEEN'S BENCH  
OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF CROWN CAPITAL PARTNER FUNDING LP, by its  
manager, CROWN PRIVATE CREDIT PARTNERS  
INC.  
DEFENDANT RBee AGGREGATE CONSULTING LTD.  
DOCUMENT: **CONSENT TO ACT AS RECEIVER**  
ADDRESS FOR SERVICE AND CONTACT  
INFORMATION OF PARTY FILING THIS DOCUMENT  
MLT AIKINS LLP  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Phone: 403.693.5420/4347  
Fax: 403.508.4349  
Attention: Ryan Zahara/Catrina Webster  
File: 0151020.00013

**TAKE NOTICE THAT** FTI Consulting Canada Inc., if so appointed by the Court of Queen's Bench, hereby consents to act as Court-appointed receiver pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, over the current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof of RBee Aggregate Consulting Ltd.

**DATED** at Calgary, Alberta and effective this 7<sup>th</sup> date of March 2022.

**FTI CONSULTING CANADA INC.**

Per:   
Deryck Helkaa, Senior Managing Director

THIS IS EXHIBIT "B" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 29<sup>th</sup> DAY OF APRIL 2022



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A Commissioner for Oaths in and for the Province of Alberta

**BRIAN C. CATALANO**  
**BARRISTER & SOLICITOR**

COURT FILE NUMBER: 2201-02948

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFF CROWN CAPITAL PARTNER FUNDING LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.

DEFENDANT RBee AGGREGATE CONSULTING LTD.



DOCUMENT

**RECEIVERSHIP ORDER**

I hereby certify this to be a true copy of  
the original Receivership Order

Dated this 14 day of March 2022

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS DOCUMENT

MLT AIKINS LLP  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Phone: 403.693.5420/4347  
Fax: 403.508.4349  
Attention: Ryan Zahara/Catrina Webster  
File: 0151020.00013

Jody Abday  
for Clerk of the Court

---

**DATE ON WHICH ORDER WAS PRONOUNCED:** MARCH 11, 2022

**LOCATION OF HEARING OR TRIAL:** CALGARY, ALBERTA

**NAME OF JUSTICE WHO MADE THIS ORDER:** JUSTICE A.D. GROSSE

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**UPON** the application (the "**Application**") of Crown Capital Partner Fund LP, by its manager, Crown Private Credit Partners Inc. (the "**Applicant**" or "**Crown Capital**") in respect of RBee Aggregate Consulting Ltd. (the "**Debtor**"); **AND UPON** having read the Application, the Affidavit of Tim Oldfield, sworn on March 7, 2022, the Supplemental Affidavit of Tim Oldfield, sworn on March 8, 2022 and the Affidavit of Service of Joy Mutuku, sworn on March 11, 2022; **AND UPON** having read the brief of law submitted on behalf of Crown Capital on March 9, 2022; **AND UPON** having read the consent of FTI Consulting Canada Inc. ("**FTI**") to act as receiver (the "**Receiver**") of the Debtor, filed; **AND UPON** hearing from counsel for Crown Capital, counsel for Canadian Western Bank, and any other counsel or other interested parties present;

## IT IS HEREBY ORDERED AND DECLARED THAT:

### SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

### APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), FTI is hereby appointed Receiver, without security, of all of the Debtor’s current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”).

### RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
  - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
  - (b) to receive, preserve and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
  - (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
  - (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by this Order;



- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000.00 provided that the aggregate consideration for all such transactions does not exceed \$500,000.00; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 60(8) of the *Personal Property Security Act*, RSA 2000, c P-7 or any other similar legislation in any other province or territory shall not be required.

- (m) to apply for any vesting order or other orders (including, without limitation, confidentiality or sealing orders) necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other orders in respect of the Property against title to any of the Property, and when submitted by the Receiver for registration this Order shall be immediately registered by the Registrar of Land Titles of Alberta, or any other similar government authority, notwithstanding Section 191 of the *Land Titles Act*, RSA 2000, c L-4, or the provisions of any other similar legislation in any other province or territory, and notwithstanding that the appeal period in respect of this Order has not elapsed and the Registrar of Land Titles shall accept all Affidavits of Corporate Signing Authority submitted by the Receiver in its capacity as Receiver of the Debtor and not in its personal capacity;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtor, and without interference from any other Person (as defined below).

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.
5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or

making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names, and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

7. No proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such proceeding is not commenced before the expiration of the stay provided by this paragraph; and (ii) affect a Regulatory Body’s investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. “**Regulatory Body**” means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a Province.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

9. All rights and remedies of any Person, whether judicial or extra-judicial, statutory or non-statutory (including, without limitation, set-off rights) against or in respect of the Debtor or

the Receiver or affecting the Property are hereby stayed and suspended and shall not be commenced, proceeded with or continued except with the written consent of the Receiver or leave of this Court, provided, however, that nothing in this Order shall:

- (a) empower the Debtor to carry on any business that the Debtor is not lawfully entitled to carry on;
  - (b) prevent the filing of any registration to preserve or perfect a security interest;
  - (c) prevent the registration of a claim for lien; or
  - (d) exempt the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment.
10. Nothing in this Order shall prevent any party from taking an action against the Debtor where such an action must be taken in order to comply with statutory time limitations in order to preserve their rights at law, provided that no further steps shall be taken by such party except in accordance with the other provisions of this Order, and notice in writing of such action be given to the Receiver at the first available opportunity.

#### **NO INTERFERENCE WITH THE RECEIVER**

11. No Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, except with the written consent of the Receiver, or leave of this Court.

#### **CONTINUATION OF SERVICES**

12. All persons having:
- (a) statutory or regulatory mandates for the supply of goods and/or services; or
  - (b) oral or written agreements or arrangements with the Debtor, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Debtor

are hereby restrained until further order of this Court from discontinuing, altering, interfering with, suspending or terminating the supply of such goods or services as may

be required by the Receiver or exercising any other remedy provided under such agreements or arrangements. The Receiver shall be entitled to the continued use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the usual prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with the payment practices of the Debtor, or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

13. All funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

### **EMPLOYEES**

14. Subject to employees' rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the *BIA*, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the *BIA* or under the *Wage Earner Protection Program Act*, SC 2005, c 47.
15. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

16. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
- (i) before the Receiver's appointment; or
  - (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph 16(a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph 16(a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
- (i) if, within such time as is specified in the order, within 10 days after the order is made if no time is so specified, within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
    - A. complies with the order, or

- B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
- (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within 10 days after the order is made or within 10 days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
  - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
  - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
- (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

- 17. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Section 14.06, 81.4(5) or 81.6(3) of the *BIA*.

#### **RECEIVER'S ACCOUNTS**

- 18. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case, incurred at their standard rates and charges. The Receiver and counsel to the Receiver shall be entitled to the benefits of and are hereby granted a charge (the "**Receiver's Charge**") on the Property as security for their professional fees and disbursements incurred at the normal rates and charges of the Receiver and such counsel, both before and after the making of this Order in respect of these proceedings, and the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subject to section 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.



19. The Receiver and its legal counsel shall pass their accounts from time to time.
20. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including the legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

21. The Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$750,000.00 (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver's Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the *BIA*.
22. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
23. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “A” hereto (the “**Receiver's Certificates**”) for any amount borrowed by it pursuant to this Order.
24. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

25. The Receiver shall be allowed to repay any amounts borrowed by way of Receiver's Certificates out of the Property or any proceeds, including any proceeds from the sale of any assets without further approval of this Court.

## **ALLOCATION**

26. Any interested party may apply to this Court on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

## **GENERAL**

27. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
28. Notwithstanding Rule 6.11 of the *Alberta Rules of Court*, unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence. The Receiver's reports shall be filed by the Court Clerk notwithstanding that they do not include an original signature.
29. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
30. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any foreign jurisdiction to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order.
31. The Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and that the Receiver is

authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. The Plaintiff shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Plaintiff's security or, if not so provided by the Plaintiff's security, then on a substantial indemnity basis, including legal costs on a solicitor-client full indemnity basis, to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.
33. Any interested party may apply to this Court to vary or amend this Order on not less than 7 days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
34. The Receiver's Charge and the Receiver's Borrowing Charge granted in paragraphs 18 and 21, respectively, are granted on a without prejudice basis and are not determinative of the priority in respect of any valid deemed trust claim of the Canada Revenue Agency (the "**CRA**") and the granting of the Receiver's Charge and the Receiver's Borrowing Charge in this matter shall not be used as a precedent for future matters. The CRA can file an application to determine the priority of the Receiver's Charge, the Receiver's Borrowing Charge and the CRA's deemed trust claims any time prior to a distribution order being granted by the Court in respect of this matter.

## **FILING**

35. This Order is issued and shall be filed in Court of Queen's Bench Action No. 2201-02948.
36. The Receiver shall establish and maintain a website in respect of these proceedings at <http://cfcanada.fticonsulting.com/RBee> (the "**Receiver's Website**") and shall post there as soon as practicable:
  - (a) all materials prescribed by statute or regulation to be made publicly available; and
  - (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, or served upon it, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.
37. Service of this Order shall be deemed good and sufficient by:

- (a) serving the same on:
- (i) the persons listed on the service list created in these proceedings or otherwise served with notice of these proceedings;
  - (ii) any other person served with notice of the application for this Order;
  - (iii) any other parties attending or represented at the application for this Order;  
and
- (b) posting a copy of this Order on the Receiver's Website,

and service on any other person is hereby dispensed with.

38. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

  
Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that FTI Consulting Canada Inc. the receiver and manager (the "**Receiver**") of all of the assets, undertakings and properties of RBee Aggregate Consulting Ltd., appointed by Order of the Court of Queen's Bench of Alberta and Court of Queen's Bench of Alberta in Bankruptcy and Insolvency (collectively, the "**Court**") dated March 7, 2022 (the "**Order**") made in action number 2201-02948, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of **[\$]**, being part of the total principal sum of **[\$]** that the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded monthly after the date hereof at a notional rate per annum equal to the rate of **[●]** per cent above the prime commercial lending rate of Crown Capital from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property (as defined in the Order), in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at **[●]**.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FTI Consulting Canada Inc., solely in its capacity as Receiver of the Property (as defined in the Order), and not in its personal capacity

Per: \_\_\_\_\_  
Name:  
Title:

THIS IS EXHIBIT "C" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 29<sup>th</sup> DAY OF APRIL 2022



\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**BRIAN C. CATALANO**  
**BARRISTER & SOLICITOR**

COURT FILE NUMBER 2201-02948  
COURT COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY  
APPLICANT CROWN CAPITAL PARTNER FUNDING LP, by its manager,  
CROWN PRIVATE CREDIT PARTNERS INC.  
RESPONDENTS RBEE AGGREGATE CONSULTING LTD.  
DOCUMENT FIRST REPORT OF FTI CONSULTING CANADA INC., IN  
ITS CAPACITY AS COURT APPOINTED RECEIVER AND  
MANAGER OF RBEE AGGREGATE CONSULTING LTD.

**APRIL 29, 2022**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
DOCUMENT

**RECEIVER**

FTI Consulting Canada Inc.  
Suite 1610, 520 - 5th Ave S.W.  
Calgary, AB T2P 3R7  
Deryck Helkaa / Tom Powell  
Telephone: (403) 454-6031 / (604) 551-9881  
Fax: (403) 232-6116  
E-mail: [deryck.helkaa@fticonsulting.com](mailto:deryck.helkaa@fticonsulting.com)  
E-mail: [tom.powell@fticonsulting.com](mailto:tom.powell@fticonsulting.com)

**COUNSEL**

Fasken Martineau DuMoulin LLP  
Suite 3400, 350 7<sup>th</sup> Avenue SW  
Calgary, AB, T2P 3N9  
Travis Lysak / Mihai Tomos  
Telephone: (403) 261-5501 / (403) 261-7386  
Fax: (403) 261-5351  
E-mail: [tlysak@fasken.com](mailto:tlysak@fasken.com)  
E-mail: [mtomos@fasken.com](mailto:mtomos@fasken.com)

**FIRST REPORT OF THE RECEIVER**

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APPENDIX “A” – INVITATION FOR OFFERS



## INTRODUCTION

1. On March 11, 2022 (the “**Appointment Date**”), FTI Consulting Canada Inc. was appointed as receiver and manager (the “**Receiver**”) of all of the assets, undertakings and properties (the “**Property**”) of RBee Aggregate Consulting Ltd. (the “**RBee**” or the “**Company**”), pursuant to an Order of the Honourable Justice A.D. Grosse (the “**Receivership Order**”).
2. The Receivership Order authorizes the Receiver to, among other things, take possession of the Property, market any or all of the Property and sell, convey, transfer or assign the Property with the approval of this Honourable Court in respect of any transactions in excess of \$50,000.
3. On April 28, 2022 the Receiver filed a Notice of Application seeking an order (the “**Approval and Vesting Order**”):
  - (a) approving an auction services agreement (the “**Auction Services Agreement**”) between the Receiver and McDougall Auctioneers Ltd. (“**McDougall**”) to dispose of the Company’s assets and vesting them in any auction purchaser upon issuance of a bill of sale; and
  - (b) approving the actions, conduct and activities of the Receiver since the Appointment Date.
4. The purpose of this report (the “**First Report**”) is to provide this Honourable Court with information with respect to:
  - (a) the background of the Company and Property;
  - (b) the activities of the Receiver since the Appointment Date;
  - (c) the Receiver’s interim statement of receipts and disbursements for the period from the Appointment Date to April 22, 2022;

- (d) the process undertaken by the Receiver to solicit bids for the Property (the “**Solicitation Process**”);
  - (e) the Auction Services Agreement between the Receiver and McDougall; and
  - (f) the Receiver’s application for the Approval and Vesting Order.
5. The Receivership Order and other publicly available information in respect of these proceedings (the “**Receivership Proceedings**”) is posted on the Receiver’s website at <http://cfcanada.fticonsulting.com/Rbee> (the “**Receiver’s Website**”).

## **TERMS OF REFERENCE**

6. In preparing this First Report, the Receiver has relied upon audited and unaudited financial information, other information available to the Receiver and, where appropriate, the Company’s books and records and discussions with various parties (collectively, the “**Information**”).
7. Except as described in this First Report:
- (a) the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Canadian Institute of Chartered Accountants Handbook; and
  - (b) the Receiver has not examined or reviewed financial forecasts and projections referred to in this First Report in a manner that would comply with the procedures described in the Canadian Institute of Chartered Accountants Handbook.
8. Future oriented financial information reported or relied on in preparing this First Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.

9. Information and advice described in this First Report that has been provided to the Receiver by its legal counsel, Fasken Martineau DuMoulin LLP (the “**Receiver’s Counsel**”), was provided to assist the Receiver in considering its course of action, is not intended as legal or other advice to, and may not be relied upon by, any other person.
10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

## **BACKGROUND**

### **Business, Assets and Liabilities**

11. RBee’s primary business was the operation of gravel crushing plants in various pits and construction sites across Alberta and British Columbia. Gravel crushing is a seasonal industry with operations typically running from April to the onset of winter, at which point the operations wind-down and RBee lays off most of their operations employees. At the Appointment Date, the Company’s operations were shut down for the winter and the majority of employees had been laid off at the end of the 2021 season. The Company had not secured contracts for the 2022 construction season.
12. The Company has a fleet of approximately 376 pieces of heavy equipment which includes aggregate handling equipment, crushing equipment, wheel loaders and other pieces of heavy equipment. The assets and equipment of the Company are spread out over three main gravel pit sites, the Vogel Pit (Rocky Rapids/Drayton Valley, Alberta) (“**Vogel**”), the Windfall Pit (Whitecourt/Windfall, Alberta) (“**Windfall**”) and Site C (Fort St. John, British Columbia) (“**Site C**”), respectively, and various other third-party or leased locations.

13. At the Appointment Date, the Company was also in possession of 104 pieces of equipment that are subject to ownership claims by A-1 Quality Belting Ltd. (“**A-1**”) which is a related party owned by one of the former owners of RBee, Mr. Bernie Reed. The Receiver has accepted a property claim with respect to 69 of these units that relate to the Business Division Agreement entered into between A-1 and Crown Capital prior to the Receivership Proceedings and is in discussions with A-1 with respect to entitlement to the remaining 35 units.
14. In addition to the equipment fleet, at the Appointment Date, the Company’s other assets include reported accounts receivable and holdback accounts receivable of approximately \$10.5 million, the majority of which are aged greater than 90 days.
15. RBee owes approximately \$8.7 million plus accrued interest and legal costs to its senior secured first lien lender, Canadian Western Bank (“**CWB**”), and approximately \$22.7 million plus accrued interest and legal costs to its senior secured second lien lender, Crown Capital Partner Funding, LP (“**Crown Capital**” and together with CWB, the “**Secured Lenders**”). The Company also owes approximately \$3.0 million to Komatsu International (Canada) Inc. in respect of equipment financing facilities.
16. The Receiver has instructed Receiver’s Counsel to conduct an independent review of the validity and enforceability of the security held by CWB and Crown Capital over the Property and will report on the results of this review once complete.
17. The Company has reported unremitted employee source deductions due to Canada Revenue Agency (“**CRA**”) of approximately \$1.7 million which may represent a deemed trust claim against the Company in priority to the Secured Lenders.
18. As of the Appointment Date the Company reported \$7.7 million owed to unsecured creditors.

## RECEIVER'S ACTIVITIES

### Custody and Control

19. On the Appointment Date, the Receiver held a virtual meeting with two of the Company's management contractors to advise them that the Receivership Order had been granted and that the Receiver was taking possession of the Property in accordance with the terms of the Receivership Order. The Receiver also notified the Company's bank of its appointment and requested that all of the RBee's bank accounts be frozen.
20. On March 14, 2022, the Receiver attended the Company's head office in Gibbons, Alberta, to meet with the contractors and to secure the Company's book and records. The Receiver sent notices to the owners of each location where RBee assets were situated advising them of the Receivership Proceedings and that the equipment should not be removed without consent of the Receiver. A third-party contractor was retained to visit the various job sites and help facilitate the Solicitation Process.

### Statutory Notices

21. On March 18, 2022, the Receiver mailed the notice and statement of receiver in accordance with subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* to the Superintendent of Bankruptcy and to all known creditors of the RBee.
22. The Receiver notified CRA of the Receiver's appointment and established new remittance accounts for the goods and sales tax and employee payroll deduction obligations arising subsequent to the Appointment Date.

## **Website and Receiver Contacts**

23. The Receiver established the Receiver's Website where it will post periodic updates on the progress of the Receivership Proceedings, along with copies of court orders, motion materials and reports filed in connection with these Receivership Proceedings and the Receiver's contact information to facilitate stakeholder inquiries.

## **Employees**

24. As at the Appointment Date the Company had four employees and two management contractors. The Receiver initially retained three employees, two of which were located at the Gibbons home office and were helping with equipment clean-up and maintenance, and one which was located at Site C. The two contractors were retained to assist the Receiver with its administration of the estate. All three of the retained employees were terminated as ongoing work was completed.
25. At the date of this report, the Receiver continues to retain the two management contractors, both of which continue to assist the Receiver with safeguarding assets, coordinating site visits, completing final invoicing/billings, attending to accounting matters, addressing CRA GST and Payroll audits, collecting accounts receivable and otherwise assisting the Receiver with administration of the estate.

## **Insurance**

26. The Receiver contacted the Company's insurance provider to amend the Company's existing insurance policies to reflect the Receiver's interest in the Property, to review the adequacy of the insurance and to confirm the status of the insurance coverage. The Receiver amended the Company's insurance policies to reflect that the Company's operations have effectively ceased at all locations and to remove the assets sold by RBee prior to the Receivership Proceedings.

## **Accounts Receivable and Revenue Contracts**

27. As of the Appointment Date the RBee had approximately \$10,520,000 in outstanding accounts receivable and holdback receivables. On March 15, 2022, the Receiver sent notices to all customers with outstanding balance, notifying them of the Receivership Proceedings and requesting payment of the outstanding amount owed to RBee. Certain of the accounts receivable are disputed by the customers and the Receiver is compiling diligence files to establish the validity and support the collectability of the accounts.
28. The Receiver has obtained and reviewed copies of the current sales contracts in place for Vogel, Windfall and Site C. On March 15, 2022, the Receiver scheduled meetings with key contacts for each of the sites to discuss their respective contracts. The Receiver and the Receiver's Counsel have had on going communications with representatives of the contracts for both Site C and Windfall to discuss, among other things, outstanding accounts receivable and timelines for the removal of RBee equipment from the project sites.

## **Solicitation Process**

29. The Receiver has conducted the Solicitation Process which has resulted in the Receiver entering into the Auction Services Agreement for the sale of all the RBees' equipment assets. Further details with respect to the Solicitation Process and the Auction Services Agreement are presented later in this First Report.

## **SUMMARY STATEMENT OF RECEIPTS AND DISBURSEMENTS**

30. The Receiver's cash receipts and disbursements for the period from the Appointment Date to April 22, 2022 are summarized as follows:

**Schedule of Receipts and Disbursements**  
**As at April 22, 2022**  
**\$ CAD**

<b>Receipts</b>	
Opening Cash	\$ 184,902
Accounts Receivable / Holdbacks	<u>1,381,855</u>
<b>Total - Receipts</b>	<b>1,566,757</b>
<b>Disbursements</b>	
Contractors	37,954
Payroll and Employee Related Obligations	31,162
Rent	145,935
Fuel	9,480
Utilities, Communications, Tech	5,895
GST / PST Paid	16,679
Bank Charges	111
Professional Fees	<u>127,040</u>
<b>Total - Disbursements</b>	<b>374,257</b>
<b>Net Cash on Hand</b>	<b><u><u>\$ 1,192,500</u></u></b>

- (a) Opening Cash – cash balance in RBees’ bank account at Appointment Date that was transferred to Receiver’s account;
- (b) Accounts Receivable / Holdbacks – amounts collected from customers related to outstanding accounts receivable and holdbacks accrued prior to the Receivership Proceedings;
- (c) Contractors – costs of management, security and other contractors retained by the Receiver;
- (d) Payroll and Employee Related Obligations – costs relating to employee wages, payroll remittances and benefits;
- (e) Rent – comprises rent paid related to all occupied, leased premises from which the Company is operating;



- (f) Fuel – costs incurred relating fuel required to power water pumps at the various asset locations to safeguard the assets;
  - (g) Utilities, Communications, Tech – costs incurred for utilities and services at the leased premises from which the RBee is operating;
  - (h) GST/PST Paid – relates to goods and services tax remittances; and
  - (i) Professional fees – relates to fees paid to the Receiver and the Receiver’s Counsel in respect of the Receivership Proceedings.
31. As at April 22, 2022, the Receiver is holding approximately \$1.2 million of cash on hand in the estate trust account.

## **SOLICITATION PROCESS**

32. The Receiver conducted the Solicitation Process to solicit offers to purchase its right, title and interest in approximately 376 pieces of heavy equipment in 6 locations.
33. Highlights of the Solicitation Process are as follows:
- (a) on March 14, 2022, the Receiver posted an “Invitation for Offers” to the Receiver’s website and sent it via email to approximately 212 potential bidders including strategic investors, financial investors and auction companies. Two industry publications were also notified of the Solicitation Process. A copy of the Invitation for Offers is attached as Appendix “A”;
  - (b) potential purchasers that contacted the Receiver were given access to an electronic data room which included asset listings, asset descriptions and photographs;
  - (c) site visits were coordinated for any parties wishing to physically inspect the assets;

- (d) parties that entered into a non-disclosure agreement with the Receiver were provided with details with respect to certain contracts historically performed by the Company;
  - (e) a deadline for submission of offers was set at April 6, 2022;
  - (f) 5 purchase offers and 6 auction proposals were received by the offer deadline for different parcels of assets; and
  - (g) 4 parties with the most favourable bids were given 48 hours to reconsider their proposals and submit an enhanced bid.
34. The Receiver, in consultation with the Secured Lenders, evaluated the bids with consideration to, among other things:
- (a) the proposed purchase prices and the offer or combination of offers that would result in the highest cumulative proceeds;
  - (b) the net minimum guarantees included in auction proposals;
  - (c) the fee structures included in auction proposals including commissions, buyers premiums, sharing thresholds, and cost deductions;
  - (d) the proposed sales approach in auction proposals including public auction and private sales strategies;
  - (e) the scope of assets being purchased;
  - (f) key dates including closing dates and length of time required at the current sites;
  - (g) closing risk and price risk including any remaining due diligence or other conditionality;

- (h) the extent to which the offer complied with the Solicitation Process; and
  - (i) the overall expected range of recoveries from the proposals.
35. Ultimately, the Receiver has selected the proposal for the Auction Services Agreement submitted by McDougall.
36. While the Auction Services Agreement encompasses all of the equipment assets of RBee, it provides the Receiver with the ability to remove certain parcels of assets from the Auction Services Agreement if the Receiver elects to complete a separate transaction that will enhance the overall recoveries to the estate.
37. Subsequent to entering into the Auction Services Agreement, the Receiver has received an *en bloc* offer for the Windfall, Vogel and Site C that, if successfully concluded, would result in increased sales proceeds and decreased costs as the proposed transaction contemplates that these standalone operations would remain in place. The Receiver expects to be back before the Court to seek approval of an additional offer with the support of affected stakeholders.

#### **AUCTION SERVICES AGREEMENT**

38. The Receiver is of the view that disclosure of the financial terms of the Auction Services Agreement may be detrimental to the realization process and has therefore prepared a Confidential Supplemental Report to the First Report to disclose the financial terms and provide an unredacted copy of the Auction Services Agreement.
39. The Receiver's high-level comments with respect to the Auction Services Agreement are as follows:
- (a) the Solicitation Process was fair and transparent and provided all participants with equal access to information and opportunity to submit an offer or proposal;

- (b) the net minimum guarantee provided by McDougall provides the highest guaranteed net proceeds to the Receiver with an opportunity for additional recoveries if auction proceeds are at the high end of the range of expected auction proceeds;
  - (c) the cost structure and other key terms of the Auction Services Agreement are commercially reasonable given the nature, locations and condition of the assets and based on the Receiver's experience with auctioneers and liquidators in the context of insolvency or restructuring proceedings;
  - (d) the Auction Services Agreement provides the Receiver with the ability to remove certain assets from the auction if a private transaction can be successfully concluded in respect of those assets that will enhance the overall recoveries of the estate;
  - (e) the Receiver is satisfied that McDougall has the requisite experience and is appropriately qualified to conduct the auction process contemplated by the Auction Services Agreement; and
  - (f) the Auction Services Agreement is supported by CWB and Crown Capital.
40. Overall, the Auction Services Agreement is the best proposal resulting from the Solicitation Process, will result in the monetization of the Property in a timely manner and will protect the downside risk to the Receiver while maintaining the potential for upside realizations. Accordingly, the Receiver is seeking the Approval and Vesting Order to approve the Auction Services Agreement and vest the assets in the auction purchaser(s), free and clear of any encumbrances.

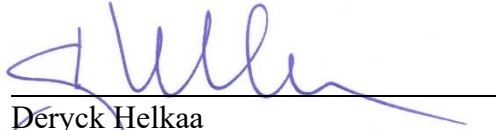
## **RECEIVER'S RECOMMENDATIONS**

41. Based on the forgoing, the Receiver respectfully recommends that this Honourable Court grant the Approval and Vesting Order.

\*\*\*\*\*

All of which is respectfully submitted this 29<sup>th</sup> day of April, 2022.

FTI Consulting Canada Inc.  
in its capacity as receiver and manager of  
RBee Aggregate Consulting Ltd., and not  
in its personal or corporate capacity



---

Deryck Helkaa  
Senior Managing Director



---

Tom Powell  
Senior Managing Director

# APPENDIX “A”

Invitation for Offers

# RBee Aggregate

## Invitation for Offers to Purchase



### Background

On March 11, 2022, the Court of Queen’s Bench of Alberta (the “**Court**”) granted an Order (the “**Receivership Order**”) appointing FTI Consulting Canada Inc. (“**FTI**”) as receiver and manager of all of the current and future assets, undertakings and properties of RBee Aggregate Consulting Ltd. (“**RBee**” or the “**Company**”).

FTI, in its capacity as receiver (the “**Receiver**”) of RBee is seeking offers to purchase the Receiver’s right, title and interest in certain of the Company’s assets which include aggregate processing and handling equipment located throughout Western Canada.

### Assets Available for Sale

RBee’s equipment fleet includes 380 pieces of heavy equipment which are summarized below:

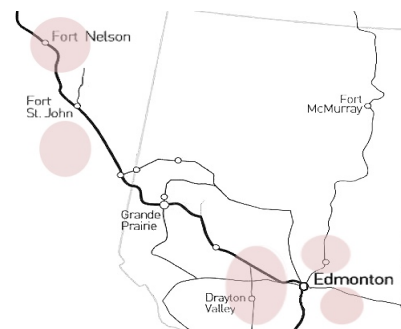
Assets by Location (units)	Parcel	Aggregate		Articulated	Wheel			Total
		Handling	Crushing	Dump Trucks	Loaders	Other		
Gibbons, Alberta	Shop / Home Office Yard	9	7	8	4	79	<b>107</b>	
Whitecourt, Alberta	Windfall Pit	51	5	6	3	30	<b>95</b>	
Fort St. John, British Columbia	Site C Pit	24	5	2	2	19	<b>52</b>	
Rocky Rapids & Drayton Valley, Alberta	Vogel Pit	28	3	-	3	18	<b>52</b>	
Other (3 locations)	Various	23	2	7	3	39	<b>74</b>	
<b>Total</b>		<b>135</b>	<b>22</b>	<b>23</b>	<b>15</b>	<b>185</b>	<b>380</b>	

The equipment is divided into five parcels which are further set out in the Receiver’s offer document.

### Strategic Locations

The equipment is strategically located to take advantage of the 2022 construction season and is situated in a manner ready to be deployed on key projects including:

- Site C Dam in Fort St. John, British Columbia
- Windfall Plant 3 in Whitecourt, Alberta
- Vogel Plant in Rocky Rapids, Alberta



## Contract Opportunities

---

Certain of the equipment parcels available for sale have historically been deployed on contracts undertaken by RBee. The Receiver's interest in an applicable contract may be available for purchase and/or assignment in conjunction with an asset purchase. Details of current and/or historic contracts in respect of the equipment may be made available to qualified bidders at the sole discretion of the Receiver and upon execution of a non-disclosure agreement.

## Offer Process

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Qualified potential purchasers may be granted access to an electronic data room including due diligence materials and the Receiver's prescribed form of offer.

The timeline for the process is as follows:

- March 14 to April 6, 2022 – access to the electronic data room and appointments to inspect the equipment
- **April 6, 2022 – deadline for submitting offers (4 o'clock pm Mountain Standard Time)**
- April 6 to April 20, 2022 – Receiver will negotiate with one or more parties and seek Court approval of preferred offer(s)

Parties may bid on the prescribed parcels of equipment or make an en bloc offer for all of the equipment.

FTI reserves the right to amend or modify the solicitation process at any time at its sole discretion.

## Contact Details

---

Inquiries or requests for information should be directed to FTI only and at the contact details below.

**FTI Consulting Canada Inc.**  
**Suite 1610, 520 5th Avenue SW, Calgary, AB T2P 3R7**

**Lindsay Shierman**  
**Managing Director**  
lindsay.shierman@fticonsulting.com  
+1.587.581.0361

**Hailey Liu**  
**Senior Consultant**  
hailey.liu@fticonsulting.com  
+1.587.890.6270



THIS IS EXHIBIT "D" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 29<sup>th</sup> DAY OF APRIL 2022



\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**BRIAN C. CATALANO**  
**BARRISTER & SOLICITOR**

**Schedule A****Rbee Aggregate Consulting Ltd.****Creditor Listing as at March 11, 2022***All amounts are stated in CDN\$*

<b>Creditor Listing</b>	<b>Amount</b>
<b>Secured Creditors</b>	
Canadian Western Bank	\$ 8,654,694
Crown Capital Partner Funding, LP, by its manager, Crown Private Credit Partners Inc.	22,734,432
Komatsu International (Canada) Inc.	3,030,397
<b>Total Secured Creditors</b>	<b>34,419,523</b>
<b>Unsecured Creditors</b>	
1258311 Alberta Ltd.	84,000
2194786 AB Ltd. o/a Caribou Electric	5,091
A1 Quality Belting	4,405,392
A-1 Septic & Waste - Div of 983131 Alberta Ltd.	2,946
Acklands Grainger	1,031
Aggregate Electrical Services (AB) Ltd.	5,252
Air Liquide Canada Inc.	8,758
Alberta Sand and Gravel Association	420
Alberta Transportation	2,495
All Choice Rentals	7,197
Arctec Alloys Limited	1,317
Armour Lubricants	1,466
Bayco Water Hauling	840
Bluewave Energy-Parkland Fuel Corporation	36,536
Cloverdale Paint Inc.	1,500
ColdFront	1,252
Coleen Benesocky	3,550
Continental Wire Cloth	22,296
Coronado Gas Co-op Ltd.	6,762
CPS Filtration Inc.	378
Cummins Canada ULC	3,192
Direct Energy Regulated Services	614
Drever Agencies Inc.	1,065
Edmonton Kenworth Ltd.	28,028
Epscan Industries Ltd.	2,414
Finning (Canada) A Division of Finning International	17,551
Fluidseal AB Inc	3,289
Fort Taxi (2018) Ltd	140
Fountain Tire Ltd.	8,965
GFL Environmental Inc	3,331
Great West Equipment	3,569
Gregg Distributors Co Ltd.	71,543
Hayduk Picker Service Ltd.	2,208
Hey Wire Industrial Electrical Supply	45
Hire-A-Driver Inc.	158
Honey Bucket Inc.	2,849
Hose & Rigging Division	1,751

**Schedule A****Rbee Aggregate Consulting Ltd.****Creditor Listing as at March 11, 2022***All amounts are stated in CDN\$*

<b>Creditor Listing</b>	<b>Amount</b>
Janet Fisher	22,050
Jasper Towing	2,835
Kal Tire (Mackenzie Tire (2009) Ltd.	2,811
Leduc Co-op Ltd.	3,084
Local Waste Services Inc O/A Collin Toilet Rentals	8,003
Max Fuel Distributors Ltd.	5,168
MLT Aikins LLP	772
MNP LLP	22,050
Muffler Centre	460
National Credit Recovery Inc., Linde Canada Inc.	26,953
Nelson Bros Oilfield Services (1997) Ltd	4,767
New Way Filter Inc.	359
Nighthawk Ventures	683
Norcan Fluid Power Ltd.	1,326
Northern Metallic Sales (Ft. Nelson) Ltd.	134
Northern Metallic Sales (GP)	2,018
Northern Metallic Sales (HP)	2
Northern Metallic Sales (WTC) Ltd.	140
Northern Peace Petroleum	3,648
Northwest Hearing Services Ltd	415
Pachey Bros. Enterprises Ltd.	2,207
Petro-Canada SuperPass	3,779
Prairie Disposal Ltd.	11,039
Precision Scale - Precision Giant Systems Inc	1,460
Quality Tool & Repair Ltd.	45
Quest Disposal & Recycling Inc.	9,247
Receiver General - GST	375,669
Receiver General - Payroll Source Deductions	2,246,547
Repairs by G B	200
Rouse Appraisals	29,493
Russel Metals Inc.	926
Smith Electric	675
SMS Equipment Inc.	77,936
Stahl Peterbilt	10,291
Standard General Inc.	10,388
Strongco	5,226
TC Heavy Duty Mechanical	2,873
Texcan-Div of Sonepar Canada Inc	3,014
Tim's Glass	1,948
TransAlta Energy Marketing c/o C09633C	15,269
W. E. L. Oilfield Ltd Steel Supplies	2,246
Wearpro Equipment & Supply	17
Whitecourt Transportation Inc	875
Wide Sky Disposal (1989) Ltd.	4,720

**Schedule A**

**Rbee Aggregate Consulting Ltd.**

**Creditor Listing as at March 11, 2022**

*All amounts are stated in CDN\$*

<b>Creditor Listing</b>	<b>Amount</b>
Workers' Compensation Board-Alberta	5,986
Worksafe BC	13,470
<b>Total Unsecured Creditors</b>	<b>7,692,416</b>
<b>Total Creditors</b>	<b>\$ 42,111,939</b>

THIS IS EXHIBIT "E" TO THE  
AFFIDAVIT OF TIM OLDFIELD  
SWORN BEFORE ME AT CALGARY, ALBERTA,  
THIS 29<sup>th</sup> DAY OF APRIL 2022



\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

**BRIAN C. CATALANO**  
**BARRISTER & SOLICITOR**

COURT FILE NUMBER: 2201-02948  
COURT COURT OF QUEEN'S BENCH  
OF ALBERTA  
JUDICIAL CENTRE CALGARY  
PLAINTIFF CROWN CAPITAL PARTNER FUNDING LP, by its  
manager, CROWN PRIVATE CREDIT PARTNERS  
INC.  
DEFENDANT RBee AGGREGATE CONSULTING LTD.  
DOCUMENT: **CONSENT TO ACT AS TRUSTEE IN  
BANKRUPTCY**  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY  
FILING THIS DOCUMENT MLT AIKINS LLP  
2100, 222 - 3<sup>rd</sup> Ave SW  
Calgary, Alberta T2P 0B4  
Phone: 403.693.5420/4347  
Fax: 403.508.4349  
Attention: Ryan Zahara/Catrina Webster  
File: 0151020.00013

**CONSENT TO ACT AS TRUSTEE IN BANKRUPTCY**

**TAKE NOTICE THAT** FTI Consulting Canada Inc., being a Trustee duly licensed under the provisions of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, hereby consents to act as Trustee in Bankruptcy of RBee Aggregate Consulting Ltd.

**DATED** at Calgary, Alberta and effective this 28<sup>th</sup> day of April 2022.

**FTI CONSULTING CANADA INC.**

Per:   
Deryck Helkaa, Senior Managing Director