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COURT COURT OF KING'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 FIFTH REPORT OF FTI CONSULTING CANADA INC., IN  
ITS CAPACITY AS COURT APPOINTED RECEIVER OF  
RBEE AGGREGATE CONSULTING LTD.

**October 28, 2022**

ADDRESS FOR SERVICE AND  
CONTACT INFORMATION OF  
PARTY FILING THIS  
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## FIFTH REPORT OF THE RECEIVER

### Table of Contents

INTRODUCTION .....	3
TERMS OF REFERENCE .....	5
SUPPLIER AGREEMENT .....	6
OUTSTANDING AMOUNTS .....	7
THE RMC SET-OFF CLAIM .....	8
RMC'S ONGOING BUSINESS RELATIONSHIP WITH THE PRINCIPALS OF RBEE .....	11
EVENTS LEADING UP TO THE RECEIVER'S APPLICATION.....	12
RECEIVER'S COMMENTS ON THE OUTSTANDING AMOUNTS .....	12
APPENDIX "A" – Supplier Agreement	
APPENDIX "B" – RMC Account Ledger	
APPENDIX "C" – Unpaid Invoices	
APPENDIX "D" – March 22 Email	
APPENDIX "E" – March 24 Letter	
APPENDIX "F" – April 12 Letter	
APPENDIX "G" – RMC Product Reconciliation	
APPENDIX "H" – Email Correspondence between AFDE and the Receiver	
APPENDIX "I" – July 20 Letter	
APPENDIX "J" – August 2 Email	
APPENDIX "K" – Email thread between Counsel	

## INTRODUCTION

1. On March 11, 2022 (the “**Appointment Date**”), FTI Consulting Canada Inc. was appointed as receiver (the “**Receiver**”) of all of the assets, undertakings and properties of RBee Aggregate Consulting Ltd. (“**RBee**” or the “**Company**”) pursuant to an Order of the Honourable Justice A.D. Grosse (the “**Receivership Order**”).
2. As described in the First Report of the Receiver dated April 29, 2022, RBee reported approximately \$8.2 million of outstanding accounts receivable and holdbacks receivable as at the Appointment Date.
3. On March 15, 2022, the Receiver sent notices to RBee’s customers with outstanding balances, notifying them of the Receivership Order and these receivership proceedings (the “**Receivership Proceedings**”), and requesting payment of the outstanding amounts owed to the RBee.
4. The Receiver has collected approximately \$1.8 million of accounts receivable since the Appointment Date. In cases where customers have disputed the amounts reported as owing to RBee, the Receiver has reviewed the books and records of RBee and had conversations with RBee's former management to assess the viability and collectability of the accounts, or alternatively, the Receiver performed due diligence to revise or otherwise resolve the claims.
5. The reported accounts receivable as at the Appointment Date included approximately \$4.5 million plus accrued interest (collectively, the “**Outstanding Amounts**”) due from RMC Construction Materials Ltd. (“**RMC**”). The Outstanding Amounts were in respect of three outstanding invoices for products supplied and services performed by RBee for RMC during September, October and December 2021 (the “**Unpaid Invoices**”) pursuant to an aggregate supply agreement between RMC and RBee dated May 7, 2018 (the “**Supplier Agreement**”).

6. RMC, through its counsel, has advised the Receiver that it disputes the Outstanding Amounts and refuses to make payment in respect of the Unpaid Invoices. RMC alleges that after the Appointment Date, RMC became aware of RBee having undersupplied Product (defined below) to RMC in certain of its deliveries under the Supplier Agreement. RMC alleges that this has resulted in RMC having a claim against the estate of RBee in an amount that exceeds the Outstanding Amounts. RMC has advised it intends to set-off the Outstanding Amounts against RMC's claim.
7. Based on the information provided to the Receiver by RBee and RMC, the Receiver has not been able to satisfy itself that RMC has a valid claim for which it is entitled to set-off against the Outstanding Amounts. The Receiver has not been able to resolve the matter through discussions and correspondences with RMC and their respective legal counsel.
8. Concurrent with this Fifth Report of the Receiver (the “**Fifth Report**”), the Receiver plans to file an application attaching a form of order (the “**Direction of Payment Order**”), among other things:
  - (a) declaring that the Unpaid Invoices are due, owing and payable; and
  - (b) directing RMC to pay to the Receiver forthwith the Outstanding Amounts.
9. The purpose of this Fifth Report is to provide this Honourable Court with information with respect to:
  - (a) the Supplier Agreement;
  - (b) the Outstanding Amounts;
  - (c) the Receiver's efforts to collect the Outstanding Amounts; and
  - (d) the Receiver's comments with respect to its application for the Direction of Payment Order.

10. The Receiver's reports and other publicly available information in respect of the Receivership Proceedings are posted on the Receiver's website at <http://cfcanada.fticonsulting.com/Rbee>.

## **TERMS OF REFERENCE**

11. In preparing this Fifth 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**").
12. Except as described in this Fifth 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 Chartered Professional Accounts of Canada Handbook; and
  - (b) the Receiver has not examined or reviewed financial forecasts and projections referred to in this Fifth Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
13. Future oriented financial information reported or relied on in preparing this Fifth Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.
14. The Receiver has prepared this Fifth Report in connection with the Receiver's application for the Direction of Payment Order. This Fifth Report should not be relied on for other purposes.

15. Information and advice described in this Fifth Report that has been provided to the Receiver by its legal counsel, Blake, Cassels & Graydon LLP (“**Blakes**” or the “**Receiver’s Counsel**”), was provided to assist the Receiver in considering its course of action and is not intended as legal or other advice to, and may not be relied upon by, any other person.
16. All capitalized terms that are used in this Fifth Report but not defined herein are intended to bear their meanings as defined in the Receiver’s prior reports.
17. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

### **SUPPLIER AGREEMENT**

18. The Supplier Agreement provides the terms for RBee to supply aggregate and other materials (the “**Product**”) to RMC at a property know as “Site C”, located outside of Port Hope, British Columbia. The Product was supplied for use in a major construction project owned by British Columbia Hydro and Power Authority (the “**Site C Project**”) in which RMC is a subcontractor to the Prime Contractor, Aecon-Flatiron-Dragados-EBC Partnership (“**AFDE**”). A copy of the Supplier Agreement is attached as Appendix “A”.
19. Certain key terms of the Supplier Agreement relating to the scope of work, invoicing terms, and verification rights are summarized as follows:
  - (a) product was to be delivered to RMC at Site C by RBee in accordance with the prices and volumes set out in Schedule B to the Supplier Agreement (Clause 1);
  - (b) each provision of the Product was to be invoiced separately, and RMC was to pay each invoice no later than sixty days from the date of the invoice (Clause 5);

- (c) all payments from RMC to RBee were subject to third-party verification of the volume of Products delivered (the “**Verification Rights**”), and a certification was to emanate from RMC or its designates within 60 days of delivery. RBee’s entitlement to payment is based on such Verification Rights, and subject to terms of the Supplier Agreement (Clause 5); and
- (d) unpaid amounts accrue interest at 12% per annum (Clause 7).

**OUTSTANDING AMOUNTS**

- 20. RBee first delivered Product under the Supplier Agreement in May 2018, and continued, other than during seasonal closures, through to December 2021, when the final invoice was issued by RBee (the “**Service Period**”). A detailed ledger of the invoices issued by RBee and paid by RMC during the Service Period (the “**RMC Account Ledger**”) is attached as Appendix “**B**”.
- 21. As reflected in the RMC Account Ledger, RBee issued, and RMC paid, approximately 35 invoices under the Supplier Agreement, most recently for the month of August 2021. The Unpaid Invoices are for September, October and December 2021, which remain unpaid.
- 22. A summary of the Unpaid Invoices is set out in the following table:

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Description / Service Provided</b>	<b>Amount</b>	<b>Number of Days Outstanding</b>
23219	30-Sep-21	Various volumes of Aggregate	\$ 976,969	386
23256	31-Oct-21	Various volumes of Aggregate Sept & Oct Haul Costs	3,326,754	355
23311	31-Dec-21	Hauling	181,758	294
<b>Total Amounts Owning</b>			<b>\$4,485,481</b>	

- 23. The two Unpaid Invoices for September and October 2021 are for the supply of Product, and the third invoice, for December 2021, is for hauling services, all in respect of the Site C Project.

24. Copies of the Unpaid Invoices are attached as Appendix “C”.
25. The Receiver understands that RMC is not disputing RBee's provision of the Product and services in relation to the Outstanding Amounts. Rather, the Receiver understands RMC's claim for set-off relates to unspecified earlier deliveries by RBee under the Supplier Agreement discussed below.

### **THE RMC SET-OFF CLAIM**

26. Following the Appointment Date, Management had advised the Receiver that RBee made multiple attempts to contact RMC to collect on the Outstanding Amounts.
27. Management advised that they anticipated the Unpaid Invoices would be paid by RBee but informed that it was common industry practice for customers like RMC to delay making payment of invoices at the end of a Product supply season in order to gain leverage when negotiating contract terms with RBee for the following 2022 crushing season.
28. On March 15, 2022, the Receiver hosted a video conference with RMC to discuss, among other things:
  - (a) the Receivership Order and the possible implications for RMC as a stakeholder in the Receivership Proceedings as a contract counterparty and customer of RBee; and
  - (b) the Outstanding Amounts(the “**Initial Call**”).
29. During the Initial Call, RMC explained to the Receiver that it had recently become aware that RBee had undersupplied Product over the course of the Supplier Agreement and that RMC planned to assert a set-off claim against the Outstanding Amounts. RMC advised the Receiver that it would provide a reconciliation of the undersupplied product (the “**RMC Product Reconciliation**”) and the respective amounts owing from RBee to RMC for the shortfall (the “**RMC Set-off Claim**”).



30. On March 22, 2022, counsel to RMC notified the Receiver that it had been retained by RMC with respect to the Receivership Proceedings and that RMC intended to assert the RMC Set-off Claim (the “**March 22 Email**”) in the Receivership Proceedings. Counsel to RMC asked to be provided with notice of all matters arising under the Receivership Proceedings. A copy of the March 22 Email is attached as Appendix “**D**”.
  
31. On March 24, 2022, counsel to the Receiver responded to counsel to RMC with a letter (the “**March 24 Letter**”). The March 24 Letter asserted that RMC had not exercised its Verification Rights in the manner and subject to the timelines provided for in the Supplier Agreement for RMC to have a valid set-off claim, and reiterated the Receiver’s position that the Outstanding Amounts are due and owing pursuant to the terms of the Supplier Agreement. The March 24 Letter also requested that RMC provide the RMC Product Reconciliation referenced on the Initial Call, which had not yet been delivered to the Receiver. A copy of the March 24 Letter is attached as Appendix “**E**”.
  
32. On April 12, 2022, RMC’s counsel responded to the March 24 Letter with a letter (the “**April 12 Letter**”), among other things:
  - (a) disputing RBee’s calculations of the amount of aggregate supplied on the Site C Project over the Service Period;
  - (b) advising the Receiver of a dispute that arose between RMC and RBee in the fall of 2021 on a different project, which caused RMC to review RBee’s deliveries under the Supplier Agreement; and
  - (c) advising of RBee’s calculation of the quantum of the RMC Set-off Claim.

33. In the April 12 Letter, RMC claimed that RBee had significantly overbilled RMC over the course of the Supplier Agreement and, as a result, RMC had made overpayments to RBee. The RMC Set-off Claim is quantified in the April 12 Letter to be approximately \$3.2 million over the Outstanding Amounts. A copy of the April 12 Letter is attached as Appendix “F”. The Receiver notes that the April 12 Letter is labelled “without prejudice”, however it does not contemplate any compromise or settlement. Rather, the April 12 Letter makes demands and threatens action as against RBee for the RMC Set-off Claim, among other things.
34. The primary basis of the RMC Set-off Claim as set out in the April 12 Letter is the RMC Product Reconciliation, which is purported to be a comparison of the “amounts claimed in RBee’s invoices to the amounts of aggregate actually used in concrete production, as shown in RMC’s batch records and the amounts stockpiled, as surveyed manually by AFDE.” The letter further states that “the amounts calculated by RMC are accurate, have been corroborated by third parties (BC Hydro and AFDE) and must be preferred over the amounts claimed by RBee.” A copy of the RMC Product Reconciliation is attached as Appendix “G”.
35. On March 30, 2022, the Receiver attempted to contact AFDE with respect to RMC’s allegations in the April 12 Letter regarding AFDE having verified the Product volumes supplied by RBee. No response was received to the initial inquiry and follow-up emails were sent on both April 13 and April 25, 2022.
36. On April 26, 2022, Mr. Guilherme Weinem of AFDE responded to the Receiver stating the following, “RBee is a subcontractor to RMC. I am an AFDE employee, and we have no ties with RBee.” The matter was escalated to Mr. Michael Dieleman, Senior Legal Counsel of Aecon, acting on behalf of AFDE.
37. On April 27, 2022, Mr. Dieleman confirmed that there were no amounts outstanding on AFDE’s subcontract with RMC, and that RMC had been fully paid for the work completed on the Site C Project to date.

38. On April 29, 2022, Dieleman further stated “[i]t is true that AFDE conducted surveys of aggregate stockpiles but this was done for AFDE’s Quality Control processes, not billing. The objective of AFDE’s surveys was to satisfy BC Hydro Quality Control requirements and to know if there was sufficient aggregate in the stockpiles to meet AFDE’s anticipated concrete volume requirements from RMC.”
39. AFDE did not corroborate the accuracy of the RMC Product Reconciliation or validate any part of the RMC Set-Off Claim. However, AFDE did confirm that RMC had been fully paid under the subcontract, which included amounts RMC would have invoiced AFDE for in respect of the aggregate supplied by RBee.
40. A copy of the email correspondence between the Receiver and AFDE over the period from March 30, 2022 to April 29, 2022 is attached as Appendix “H”.

#### **RMC’S ONGOING BUSINESS RELATIONSHIP WITH THE PRINCIPALS OF RBEE**

41. On May 6, 2022, an Approval and Vesting Order was granted in the Receivership Proceedings which, among other things, authorized a transaction for the Receiver to sell certain of RBee’s assets, including the machinery and equipment located at the Site C Project, to A-1 Quality Belting Ltd. (“A-1”). A-1 is an entity wholly-owned by the former principal of RBee, Bernie Reed.
42. Despite the purported dispute between RMC and RBee for the alleged under supply of Product as set out in the April 12 Letter, the Receiver understands that Bernie Reed and the other former Management of RBee are providing Product and services to RMC for the Site C Project through A-1 under a new supply agreement.
43. As a result of this ongoing business relationship between the former principal and Management of RBee and RMC, the Receiver has had challenges in obtaining information and cooperation from RBee’s former management with respect to the Supplier Agreement and history with RMC.

## **EVENTS LEADING UP TO THE RECEIVER'S APPLICATION**

44. On July 20, 2022, counsel to the Receiver sent a letter to RMC's counsel which, among other things, demanded payment of the Outstanding Amounts (the "**July 20 Letter**"). The July 20 Letter advised that the Receiver intended to bring an application before the Commercial List should RMC fail to make payment of the Outstanding Amounts. A copy of the July 20 Letter is attached as Appendix "**I**".
45. Counsel to RMC responded to the July 20 Letter via email on August 2, 2022, expressing RMC's disagreement regarding the Outstanding Amounts being owing on the basis of the RMC Set-off Claim (the "**August 2 Email**"). Counsel to RMC also advised in the August 2 Email that it objected to proceeding with the application before the Commercial List as proposed in the July 20 Letter. A copy of the August 2 Email is attached as Appendix "**J**".
46. Pursuant to subsequent correspondences and discussions between counsel to the Receiver and counsel to RMC, the Receiver understands that RMC has agreed to proceed with a hearing of the issues in dispute before the Commercial List. However, the exact process for the hearing of this matter is still being considered. A copy of correspondences between counsel for the Receiver and RMC between August 2, 2022, and October 25, 2022 are attached as Appendix "**K**".

## **RECEIVER'S COMMENTS ON THE OUTSTANDING AMOUNTS**

47. The Receiver's comments with respect to RBee's claim for the Outstanding Amounts are as follows:
  - (a) The RMC Account Ledger demonstrates a pattern of payment during the Service Period, whereby RMC paid all of the issued invoices of RBee except for the Unpaid Invoices, which remain outstanding.

- (b) The provisions of the Supplier Agreement required that the Products delivered be invoiced per delivery, such that Verification Rights for each delivery could be individually exercised within 60 days of delivery to identify any delivery volume discrepancies.
- (c) The Product was delivered to an active stockpile from which it was regularly used to make cement for incorporation in the Site C Project. It is now impossible to determine whether RBee undersupplied Product in any of its deliveries under the Supplier Agreement.
- (d) The RMC Product Reconciliation purports to calculate the RMC Set-off Claim amount using surveys manually prepared by AFDE for purposes unrelated to Product volume supply. This is an inappropriate way to verify Product volume deliveries by RBee under the Supplier Agreement.
- (e) Communications between AFDE and the Receiver provide that the AFDE surveys were never intended to be used for the purposes of Verification Rights under the Supplier Agreement or confirming Product delivery volumes in respect of the RBee invoices.
- (f) The RMC Product Reconciliation is a point in time measurement that purports to verify the Product delivered throughout the entirety of the Supplier Agreement. The RMC Product Reconciliation does not establish which delivery of Product was allegedly undersupplied, and thus, which paid invoices are now being challenged.
- (g) Despite RMC alleging multiple disputes with RBee on its projects in respect of Product deliveries prior to the Appointment Date, RMC continues to have a business relationship with the former principals of RBee for the supply of Product through A-1.

48. As of the date of this Fifth Report, RMC has failed to satisfy the Receiver that the RMC Set-off Claim has any merit, or that RMC is entitled to any set-off claim against the Unpaid Invoices and Outstanding Amounts.
49. RMC failed to exercise its Verification Rights pursuant to the Supplier Agreement and is now time-barred from challenging the volume of Products delivered under the Supplier Agreement. Further, all Product delivered under the Supplier Agreement has been incorporated into the Site C Project such that it is now impossible to verify any particular delivery volume over the course of the Service Period.
50. Based on the foregoing, the Receiver is requesting that this Honourable Court grant the Direction of Payment Order for RMC to pay to the Receiver the Outstanding Amounts for the benefit of RBee's stakeholders.

\*\*\*\*\*

All of which is respectfully submitted this 28<sup>th</sup> day of October, 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”

Supplier Agreement

Execution Copy

**SUPPLIER AGREEMENT**  
(the "Agreement")

BETWEEN:

**RMC CONSTRUCTION MATERIALS LTD.**

("Customer")

a corporation existing under the laws of the Province of British Columbia,  
with an office located at 350-10403 172 St NW, Edmonton, Alberta, T5S 1K9

- and -

**RBEE AGGREGATE CONSULTING LTD.**

("Supplier")

a corporation existing under the laws of Alberta,  
having its registered office at 1600, 520-3<sup>rd</sup> Avenue SW, Calgary, AB, T2P 0R3

(Supplier and with Customer, the "Parties" and each a "Party").

RECITALS:

- A. British Columbia Hydro and Power Authority ("Owner") has entered into an agreement dated \_\_\_\_\_ with Aecon-Flatiron-Dragados-EBC Partnership ("Contractor") in which Contractor agreed to construct the Project (the "Prime Contract").
- B. Contractor and Customer have entered into a subcontract dated April 19, 2018 with respect to the Contract, in which Customer has agreed to perform and complete all of the Subcontract Work (the "Subcontract"). A redacted version of the Subcontract is attached hereto as Schedule "A".
- C. Supplier is in the business of supplying aggregate and other materials for construction projects such as the Project.
- D. Customer is prepared to buy on this basis from Supplier the Products (as defined herein);
- E. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Subcontract.

NOW THEREFORE in consideration of the promises and mutual obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, Supplier and Customer agree as follows:

1. **TERM AND EFFECTIVE DATE.** This Agreement is made effective as of this 7 day of May, 2018 (the "Effective Date"). This Agreement shall commence on the Effective Date and shall continue in full force and effect for a minimum of three (3) years, and until written notice is provided by Customer to Supplier that the contractual obligations of the parties to the Subcontract are fully performed and discharged (the "Term"), unless earlier terminated as provided herein.

**SCOPE OF WORK, PRODUCTS, PRICES.** The Parties understand that Owner has good and marketable title, free and clear of any claims or encumbrances other than encumbrances for applicable taxes and other statutory liens, to the products set out in Schedule "B" (the "Products"), which are located in an area which has been identified to both Supplier and



Customer and is included in the map attached hereto as Schedule "C". The Parties further understand that Owner has granted to Supplier access to the Products in order to perform its obligations under this Agreement.)

Supplier hereby agrees to its scope of work as set out in Schedule "D" attached hereto, including without limitation making available to Customer, who hereby agrees to purchase exclusively from Supplier, the Products.

Supplier's work will take place on the site which has been agreed to by the Parties and is included in the map attached hereto as Schedule "C", or such other site(s) as may be mutually agreed to in writing by the parties from time to time.

The price of the Products to Customer shall be the price of such Products as set forth on Schedule "B", unless amended by Customer in accordance with the terms of this Agreement.

2. **WARRANTY.** Supplier shall ensure that the Products are prepared and provided in compliance with applicable laws.

Each Party shall use reasonable commercial efforts to provide the other Party with all relevant information as requested by such other Party to assist the other Party with its compliance with applicable laws.

Notwithstanding any other express or implied warranties, it is a condition of this Agreement that (i) that the Supplier meet the Production Requirements set out in the attached Schedule "D"; and (ii) Supplier's work does not violate in any way the redacted version of the Subcontract, including Customer's quality assurance obligations and other standards as set out in the attached Schedule "E". For clarity, quality control remains the responsibility of the Contractor.

3. **PERFORMANCE SECURITY.** Supplier shall, within ten (10) days of the Effective Date or such other date as agreed to in writing by Customer, deliver to Customer a performance bond in a form acceptable to Customer acting reasonably, and issued by a surety authorized to conduct business in British Columbia, for fifty percent (50%) of the total price set out in Schedule "B", in order to guarantee the performance of its obligations under this Agreement (the "**Performance Guarantee**"). Supplier shall cause the Performance Guarantee to remain in full force and effect until the end of the Term. The cost of providing the Performance Guarantee shall be borne solely by Supplier.
4. **PRODUCT REJECTION.** In a situation where Owner or Contractor orders or advises a rejection of any Product, Supplier agrees to take any and all quantities of the rejected Product in the possession of Customer and reimburse Customer for the cost of such Product.
5. **PAYMENT TERMS.** Notwithstanding any other provision of this Agreement, Customer's obligation to make payment to Supplier shall be suspended during the entire, if any, period of suspension of Contractor's obligation to make payment to Customer under the Subcontract, or during the entire, if any, period in which Contractor's payment(s) to Customer under the Subcontract are otherwise delayed or in arrears.

Each provision of Products shall be invoiced separately. Subject to the terms of this Agreement, Customer shall pay each invoice no later than sixty (60) days from the date of the invoice at the address set forth in such invoice. The invoice date shall be no earlier than the date of provision to Customer's delivery point (as specified in the applicable Purchase Order).

All invoices from Customer to Supplier shall be subject to a five percent (5%) lien holdback, to be released to Supplier in Customer's final payment to Supplier under this Agreement or at such earlier time(s) as determined by Customer in its sole discretion.

All payments from Customer to Supplier will be subject to third-party verification (the "Verifications") of volume of Products, and a certification will emanate from Customer or its designates within sixty (60) days of delivery. Supplier's entitlement to payment will be based on such Verifications, and subject to the terms of this Agreement.

Customer is entitled, in its sole discretion, to reduce the amount of payment owed to Supplier based on the Surface Saturation requirements detailed in Schedule "D". Customer is not responsible for payment of Product volume containing greater than 2% Surface Saturation.

6. **CONDITIONS TO PAYMENT.** The following are the conditions that must be satisfied by Supplier before any payment is released by Customer under this Agreement and includes delivery of the following to Customer, in form and content acceptable to Customer in Customer's sole discretion acting reasonably:

(a) prior to or in conjunction with the submission to Customer of the first invoice for payment:

- (i) an executed copy of this Agreement;
- (ii) evidence that the performance security required by Section 3 has been provided;
- (iii) the insurance documentation required by Section 11 of this Agreement;
- (iv) evidence of compliance by Supplier with applicable workers' compensation legislation, including documentation verifying proof of current workers compensation coverage, including payments required thereunder (commonly referred to as clearance certificates or similar documentation); and
- (v) all such other documents as Customer may reasonably request respecting this Agreement; and

(b) in conjunction with the submission to Customer of each subsequent invoice for payment:

- (i) a statutory declaration, dated the same date as the corresponding invoice for payment, stating that payments in connection with this Agreement have been made up to and including the latest progress payment received;
- (ii) evidence of discharge or vacation of all liens in accordance with this Agreement, if applicable;
- (iii) evidence of compliance by Supplier with applicable workers' compensation legislation, including documentation verifying proof of current workers compensation coverage, including payments required thereunder (commonly referred to as clearance certificates or similar documentation);
- (iv) evidence of the continued validity of those items listed in Section 6(a) above; and
- (v) all such other documents as the Contractor may reasonably request respecting this Agreement; and

(c) in the case of Supplier's final invoice for payment:

- (i) those items referred to in paragraph 6(b) above;
- (ii) an executed Certificate of Release in the form attached as Schedule "F";
- (iii) any certificates requested by Customer as required to allow Customer or Contractor to certify the completion of the Project, as required by the Prime Contract;

- (iv) all close-out documentation required by Customer, including, as applicable:
  - (1) Product operations manuals, instructions and brochures;
  - (2) Product specifications, data sheets and brochures, parts lists and assembly drawings, performance curves and other related data;
  - (3) Shop Drawings and as-built drawings;
  - (4) Line drawings, value charts and control sequences with description of the sequence of operations;
  - (5) Warranty documents, including any required warranty certificates;
  - (6) Service and maintenance reports;
  - (7) Specifications;
  - (8) Declaration of last supply;
  - (9) Maintenance manuals;
  - (10) Cut sheets;
  - (11) HVAC balancing reports; and
  - (12) all other relevant literature from suppliers and manufacturers; and
- (vi) all such other documents as Customer may reasonably request relevant to this Agreement, including evidence of the continued validity of those items listed in Sections 6(a) and 6(b) above.

(collectively, the "**Conditions to Payment**").

For greater certainty, should Supplier proceed with any obligations under this Agreement without complying with the Conditions to Payment in this Section 6 (excepting non-compliance with (b)(v) and (c)(v)), whether or not such performance was permitted or encouraged by Customer, Supplier shall be deemed to have waived its right to any payment hereunder until it is in compliance with the Conditions to Payment. The waiver of payment shall not constitute an excuse or reason for non-performance of Supplier's obligations by Supplier.

- 7. **INTEREST.** Simple interest shall apply on all invoices from Customer to Supplier of which payment is outstanding, pursuant to the terms of this Agreement, for sixty (60) days. Such interest shall accrue at a rate of twelve percent (12%) per annum.
- 8. **TAXES AND DUTIES.** Customer shall pay any and all sales taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the transactions contemplated in this Agreement including, without limitation, federal, provincial and local, excise, sales, use, goods and services and harmonized sales, and for greater certainty Customer shall not be required to pay for any taxes based on Supplier's net income. Supplier and Customer agree to do all things that are commercially reasonable to reduce or eliminate any such sales taxes Customer shall pay any and all customs, duties and other like charges attributable to the Products purchased hereunder. Any amount paid pursuant to this Agreement may be made less those deductions or withholdings which are required by law. The withholding, deducting or payment of such amounts by Customer to the appropriate governmental authority shall constitute payment of such amount to Supplier hereunder.

Supplier is registered under Part IX of the *Excise Tax Act* (Canada) for goods and services tax and its registration number is 788842680RT0001.

Customer is registered under Part IX of the *Excise Tax Act* (Canada) for goods and services tax and its registration number is 763190113RT0001.

9. **PRODUCT PROVISION AND RISK OF LOSS.** Unless otherwise agreed upon by the Parties in writing and in advance, all Products provided pursuant to this Agreement will be provided to Customer in stockpiles in the area east of the batch plant, as depicted on the map of the operational area attached hereto as Schedule "C" (the "**Delivery Point**"), at which time risk of loss shall pass to Customer. Supplier will not be responsible for covering the stockpiles of Product supplied pursuant to this Agreement, nor will Supplier (subject to Section 12) be responsible for dust or contamination of the Product from outside sources. All costs of insurance and any other moving expenses to the Delivery Point shall be borne by Supplier. In the event of any shortage of Product that has been ordered by Customer, Supplier shall notify Customer in writing as soon as reasonably possible and will work with Customer to address the rescheduling of the provision dates to dates that are mutually acceptable to Customer and Supplier based on Supplier's allocations of the applicable Product. If provision of the Products will be delayed more than thirty (30) days from the original provision date, Customer has the right to cancel any undelivered portion of such order.
10. **IMPORT/EXPORT CONTROLS.** Supplier shall at all times comply with local and interprovincial import and export laws and regulations. All Products will be provided in accordance with applicable export administration regulations.
11. **INSURANCE.** From the Effective Date until the end of the Term, the Supplier shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, in full force and effect the following insurances and shall provide as of the Effective Date, as evidence of same, certificate(s) of insurance:
- (a) commercial general liability insurance ("**CGI**"), including without limitation (i) blanket contractual liability, (ii) tortious liability, (iii) contractual liability, (iv) contractors protective liability, (v) non-owned automobile liability, (vi) attached equipment cross liability, (vii) broad form property damage liability, (viii) products and completed operations liability, (ix) hook liability (where applicable), (x) sudden and accidental pollution liability, (xi) explosion, collapse, and underground damage liability, and (xii) forest fire fighting expense liability, in an amount of coverage of not less than \$5,000,000 in the annual general aggregate, with a limit of no less than \$5,000,000 million for each occurrence;
  - (b) automobile liability insurance, with a limit of no less than \$5,000,000 million for each occurrence;
  - (c) aircraft and/or watercraft liability insurance (only applicable if relevant to Agreement) insurance, with a limit of no less than \$10,000,000 million for each occurrence (aircraft liability) or no less than \$10,000,000 million for each occurrence (watercraft liability);
  - (d) cargo / marine cargo insurance, with an "all risks" limit;
  - (e) worker's compensation insurance, and must provide the applicable provincial clearance letter; and
  - (f) contractor's equipment insurance, with an "all risks" limit covering all owned, rented, leased, or borrower contractor's equipment, used by the Supplier for the performance of its obligations under this Agreement.

Except where project specific insurance responds to the loss, the insurance required by this Section 11 will be primary. A waiver of subrogation must be allowed by endorsement or otherwise on the contractor's equipment coverage, in favour of Customer, Contractor and Owner.

The Supplier's CGI policy shall name the Customer, Contractor and Owner as additional insureds, but only with respect to the liability arising out of the operations of the Supplier with respect to its obligations under this Agreement.

The certificate(s) of insurance must state that the carrier is responsible for providing notice to the Customer, Contractor and Owner, a minimum of ninety (90) days in advance of any expiration, lapse in or termination of coverage.

The insurance required by this Section 11 shall be maintained for the duration of this Agreement and, if the policy is claims-made, for two (2) years thereafter.

IT IS THE RESPONSIBILITY OF SUPPLIER TO DETERMINE THE ADEQUACY OF THE OTHER INSURANCES CARRIED FOR THE PROJECT, INCLUDING LIMITS AND DEDUCTIBLES.

If Supplier fails to obtain or maintain, or cause to be obtained or maintained, the insurance required by this Section 11, or, the policy lapses, is cancelled, or is materially altered, then in addition to any other rights Customer may have, including in respect to a default under Section 17, Customer shall have the right without obligation to obtain and maintain such insurance itself in the name of Supplier, and the cost thereof shall either, at Customer's option, be payable by Supplier to Customer on demand or be deducted by Customer from the next payment or payments otherwise due to Customer under this Agreement.

This Section 11 shall not be construed in any manner as waiving, restricting or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party to indemnify, defend and hold the other harmless under this Agreement).

12. **MITIGATION OF SILICA DUST.** Supplier is aware of the silica dust requirements on the Project and shall take all necessary mitigation measures including but not limited to water spray and mechanical ventilation.
13. **GENERAL COMPLIANCE WITH LAW.** Each Party shall at all times comply with all laws applicable to this Agreement, the operation of its business and the exercise of its rights and performance of its obligations under this Agreement including the labelling, purchase, use, sale or resale of the Products. Each Party shall obtain and maintain all permits, licences, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from any governmental authority necessary to conduct its business relating to the purchase, use, sale or resale of the Products. Neither Party shall engage in any activity nor transaction, including, but not limited to, purchasing, selling, reselling, leasing, shipping or using the Products in any manner that violates any law.
14. **RELATIONSHIP OF PARTIES.** During the term hereof the relationship between Supplier and Customer is solely that of a supplier and purchaser. Customer, its agents, and employees shall, under no circumstances, be deemed representatives or agents of Supplier for any purpose whatsoever. Supplier, its agents, and employees shall, under no circumstances, be deemed representatives or agents of Customer for any purpose whatsoever. Neither Customer nor Supplier shall have any right to enter into, nor shall either Party purport to have the right to enter into any contract or commitment in the name of, or on behalf of the other, or to bind the other in any respect whatsoever. In no event shall this Agreement be construed to create a franchisor/franchisee or agency relationship between Customer and Supplier.
15. **CONFIDENTIALITY.** The Parties acknowledge that by reason of their relationship to one another they each will have access to certain confidential and proprietary information including, without limitation, information relating to the Products, pricing, business, customer, and marketing information and product plans and/or ideas, formulations, strains, concepts, inventions or know-how generally, including trade secrets, and the terms of and the existence of this Agreement, (collectively "**Confidential Information**") belonging to the other Party, whether disclosed orally or in writing, or gathered by inspection or otherwise, and whether stored in any computer or other electronic, magnetic or optical storage system and whether or not specifically identified as

"confidential". Each Party agrees that it shall not use for its own account, or the account of any third party, nor disclose to any third party any Confidential Information of the other Party. Moreover, each Party shall take every reasonable precaution to prevent the disclosure of the other Party's Confidential Information. It is acknowledged by the recipient that disclosure of Confidential Information contrary to the terms of this Agreement would cause irreparable harm to the disclosing Party and that money damages may not be a sufficient remedy for any breach of this Agreement. Accordingly, the recipient Party agrees to the granting to the disclosing Party of equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available to the disclosing Party at law or in equity.

"Confidential Information" shall not include information:

- (a) which is or becomes publicly known or available through no breach by the recipient Party or its representatives of this Agreement;
- (b) which:
  - A. is or has been obtained by the recipient Party on a non-confidential basis from a source other than the disclosing Party or its representatives without; or
  - B. was known to the recipient Party prior to disclosure of the Confidential Information to the recipient by the disclosing Party;

provided that the source of such information was not bound by a confidentiality agreement with the disclosing Party, or other contractual, legal or fiduciary obligation of confidentiality or secrecy to such information; or

- (c) which was independently developed by the recipient Party without use of or reference to the information which would otherwise have been Confidential Information pursuant to this Agreement.
16. **COMMUNICATIONS.** All external communications (e.g. press releases, website posts, social media, newsletters) concerning Supplier's involvement with Customer with respect to the Project must be approved in writing by Customer (who shall request approval from Contractor and Owner prior to issuing any approval to Supplier). Supplier will request approval by providing a copy of all proposed external communications materials to Customer at the address detailed in Section 25.
17. **TERMINATION.** Customer may, in its sole discretion, immediately terminate this Agreement (in its entirety or in part) if (i) if Supplier's performance under this Agreement is deemed unsatisfactory by either Contractor or Customer, acting reasonably, (ii) if Contractor terminates the Subcontract for convenience, (iii) in the event that the Contract is terminated for any reason; or (iv) Supplier's standing or activities may compromise the reputation or integrity of, or public confidence in Owner or Contractor (as determined solely by Contractor, acting reasonably), or the reputation or integrity of, or public confidence in Customer (as determined solely by Customer, acting reasonably).

Additionally, should Contractor terminate the Subcontract for cause, Customer may, in its sole direction, terminate this Agreement by providing Supplier with reasonable notice.

This Agreement may be terminated by either Party in the event of a material breach by the other Party, provided that the non-breaching Party gives written notice to the breaching Party of the default and such default is not cured within thirty (30) days of such written notice.

In addition, this Agreement may be terminated by either Party if the other Party becomes bankrupt or has a receiving order or administration order made against it or makes any proposal,

composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of its creditors.

In the event that either of the Parties, on the advice of legal counsel, believe that the terms of this Agreement contravene applicable laws, this Agreement shall immediately terminate, provided that the Parties agree to negotiate in good faith to forthwith enter into a new agreement on substantially the same terms as this Agreement with such reasonable modifications that would be required to ensure that such agreement does not contravene applicable laws.

18. **THIRD PARTY CANCELLATION AND DEMOBILIZATION CHARGES.** Supplier's sole compensation in the event of any termination under Section 17 shall be limited to:

- (a) payment for Product actually delivered and verified up to the date of termination, provided that such costs do not exceed the amount of compensation received Customer from Contractor;
- (b) reasonable third party cancellation charges, provided Customer has been advised and agreed to such charges prior to cancellation; and
- (c) reasonable demobilization charges, provided Customer has been advised and approved of such charges prior to demobilization but **UNDER NO CIRCUMSTANCES IS SUPPLIER ENTITLED TO ANTICIPATORY, UNEARNED PROFITS, OR CONSEQUENTIAL OR OTHER DAMAGES AS A RESULT OF A TERMINATION. OR PARTIAL TERMINATION FOR CONVENIENCE.**

19. **LIQUIDATED DAMAGES**

The following penalties will apply to Supplier, effective as of January 1, 2019 and on a per diem basis, if it fails to meet the targets set out in the Production Requirements in Schedule "D", or any other cause, which results in Customer failing to meet the following events noted in the Subcontract:

Event	Penalty Value
Concrete unavailable on day of pour (excluding Force Majeure)	\$25,000/day

20. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, in no event shall a Party be liable to the other Party under this Agreement, whether due to breach of contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated bonding capacity, revenues or profits, damages by reason of loss of business reputation or opportunities, or for any anticipatory, special, exemplary, punitive, incidental, or consequential loss or damage of any nature arising at any time or from any cause whatsoever, except for the following:

- (a) any amounts recoverable from any available insurance (or that would have been recoverable but for a failure of Supplier to obtain and maintain required insurance pursuant to this Agreement or a loss of coverage due to the acts or omissions of Supplier;
- (b) any damages to which Customer becomes exposed pursuant to the Subcontract as a result of Supplier's acts or omissions;
- (c) any damages of any third party, however comprised; or
- (d) amounts that arise from fraud, fraudulent misrepresentation, wilful misconduct, corruption, or the criminal conduct of any employee, officer, or director of a Party.

For greater certainty, any damages, including liquidated damages, levied by Owner or Contractor in relation to the Products will not be considered consequential damages and Supplier will remain liable for such damages.

21. **GENERAL INDEMNIFICATION.** Each Party (in this Section, the "Indemnifying Party") shall be liable for and shall indemnify and hold harmless the other Party and its officers, directors and employees, from and against all claims, actions, causes of action, judgments, fines, costs, losses, penalties, expenses, fees, damages (whether liquidated or otherwise), legal costs (on a solicitor and client full indemnity basis), costs of compliance with any orders or other liabilities, whether brought or incurred by the Indemnifying Party or third parties (collectively, a "Claim") arising from the wilful misconduct or negligence of the Indemnifying Party in its performance of this Agreement. The Indemnifying Party is entitled to complete control over the defense settlement of such Claim, and the other Party will cooperate fully (at the Indemnifying Party's sole cost) with the Indemnifying Party and its insurance carrier in the defence of such Claim. Any delay in notifying the Indemnifying Party of the Claim will not affect the Indemnifying Party's obligations under this Section 21 except to the extent that the Indemnifying Party's position is prejudiced by such delay.
22. **DISPUTE RESOLUTION.** Any differences between the Parties as to the interpretation, application, or administration of this Agreement, or any failure to agree where agreement between the Parties is called for (collectively, a "Dispute") shall be settled as follows:
- (a) If the subject matter of a Dispute between the Parties under this Agreement relates to the same or substantially the same subject matter as a dispute between Customer and Contractor under the Subcontract, or Contractor and Owner under the Prime Contract, then the Parties shall not pursue the Dispute as between each other hereunder and the Dispute shall be determined in accordance with the applicable dispute resolution provision in the Subcontract or the Prime Contract (as applicable). The Parties agree (i) to be fully and finally bound by the decision or agreement from such dispute resolution process, (ii) that Supplier shall be entitled to no greater compensation or relief to which the Customer is entitled under the Subcontract, and (iii) that Supplier shall not be entitled to receive any entitlement or benefit until Customer has received its entitlement or benefit from Contractor or Owner.
  - (b) Where a Dispute arises which is not covered by Section 22(a), the designated representatives of Customer and Supplier shall proceed in good faith and make commercially reasonable efforts to negotiate a resolution of such Dispute and, failing resolution:
    - (i) The Dispute shall at first instance be considered by the Parties at the management level, and then, failing resolution at the management level, shall be promptly referred to the senior management level;
    - (ii) If the Dispute has not been resolved within thirty (30) calendar days of the referral to the senior management level in Section 22(b)(i), the Parties may resolve the Dispute by a mediation process which is mutually acceptable to the Parties. Should the Parties agree to pursue a mediation process, each Party will be responsible for its own expenses including legal costs incurred to resolve the Dispute during the mediation process; and
    - (iii) If the Parties do not agree to a mediation process or are unable to resolve the Dispute through mediation, either Party shall then have the right to commence an action or application with respect to the Dispute by way of arbitration in Vancouver, British Columbia, pursuant to the ADR Institute of Canada's 2014 arbitration rules by a single arbitrator appointed pursuant to such rules, or to any other forum to which both Parties may mutually agree.



(c) Supplier shall in all cases proceed diligently with its obligations under this Agreement so as not to cause any delay in the performance of this Agreement, pending final resolution of any Dispute in accordance with this Section.

23. **OBLIGATIONS UPON TERMINATION.** Expiration or any termination of this Agreement shall not terminate: (a) Customer's payment obligations pursuant to any Purchase Order sent by Customer to Supplier prior to such expiration or termination of this Agreement except as otherwise expressly provided for herein; (b) Supplier's obligations pursuant to any Purchase Order sent by Customer to Supplier prior to such expiration or termination of this Agreement; (c) the confidentiality obligations set forth in Section 15; and (d) the warranty and indemnity obligations of the Parties hereto.
24. **STANDBY FEE.** If the Term of the Agreement extends past three (3) years, the Parties agree to use their best efforts to negotiate a standby fee, prior to (i) the end of the Term, or (ii) the completion of the Supplier of all of its commitments and obligations under this Agreement, whichever is later.
25. **NOTICES.** All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by e-mail, fax, or by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

If to Supplier:

RBee Aggregate Consulting Ltd.  
1600, 520-3<sup>rd</sup> Avenue SW  
Calgary, AB, T2P 0R3  
Attention: Bernie Reed  
E-mail: bernie@rbeecrushing.ca

If to Customer:

RMC Construction Materials Ltd.  
350-10403 172 St NW  
Edmonton, Alberta, T5S 1K9  
Attention: Rod Taverner  
E-mail: \_\_\_\_\_

with a copy to:

Dentons Canada LLP  
2900, 10180 – 101 St  
Edmonton, AB, T5J 3V5  
Fax: 780 423 7276  
Attention: Andrew Hladyshevsky, Q.C.

26. **NO OTHER AGREEMENTS.** This Agreement terminates and supersedes all prior agreements previously executed by the Parties, including any confidentiality agreement and/or letter of intent, if any, between the Parties hereto relating to the Products, and this Agreement, the Purchase Orders and the schedules attached hereto incorporated herein by reference contain the full agreement between the Parties. Customer and Supplier declare that there are no other terms and conditions, representations or understandings regarding the subject matter hereof, except those set forth in or incorporated by this Agreement. The Parties acknowledge that the terms and conditions of this Agreement, and each of them, are reasonable and were entered into at arm's length.

27. **AMENDMENTS.** This Agreement may not be extended, supplemented or modified in any way except by a document in writing signed by both Parties.
28. **NO ASSIGNMENT.** Neither this Agreement nor any right nor interest herein may be assigned by either of the Parties without the prior written consent of the other. Notwithstanding the foregoing, (i) Customer may assign this Agreement to Contractor, and (ii) either Party may assign this Agreement to an affiliated corporate entity (i.e., parent, sister or subsidiary) without the consent of the other Party, subject to: (a) providing notice of such assignment to the other Party; and (b) such assignee having the financial wherewithal to perform the obligations under this Agreement and, unless such assignment is consented to by the other Party, the assignor guarantees the performance of the assignee.
29. **WAIVER.** Except as otherwise expressly provided in this Agreement, the waiver or the failure by either Party to claim a breach of any provision of this Agreement, shall not be construed as a waiver of any other provision or the waiver of the same provision at a subsequent time beyond the original breach.
30. **FORCE MAJEURE.** The Parties shall not be liable for any default or delay in the performance of its obligations hereunder to the extent that such default or delay is caused, directly or indirectly, by any unforeseen and extraordinary circumstances beyond the control of that Party including, but not limited to, acts of God, fire, flood, acts or orders of government, social activism, acts of war, terrorism, riots, civil disorder, insurrections, rebellions or revolutions, pandemics, quarantines or epidemics, provided that upon the occurrence of any such default or delay, the applicable performance date shall be deemed extended for a period equal to each such default or delay (unless this Agreement is terminated in accordance with Section 17). Each Party shall give the other immediate notice at the start and end of any such default or delay affecting its performance.
31. **CURRENCY.** Unless otherwise specified, all currency amounts in this Agreement, including the symbol "\$", refer to lawful money of Canada, and all payments in respect of the purchase of Products shall be made in Canadian dollars.
32. **TIME OF THE ESSENCE.** Time is to be considered of the essence under this Agreement.
33. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
34. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or PDF form and any signatures received in a PDF format by e-mail are hereby deemed to be original signatures of the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

RMC CONSTRUCTION MATERIALS LTD.

RBEE AGGREGATE CONSULTING LTD.

Signed: 


Signed: 

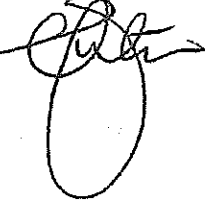
NB. Printed: ~~Rod Tavernier~~ Nick Baruk

Printed: Bernie Reed

With authority to bind the Corporation.

With authority to bind the Corporation

Witness: 

witness 

[Signature page to Supplier Agreement]



**Affidavit Verifying  
Corporate Signing Authority**

I, Bernie Reed, make oath and say:

1. I am an officer and director of Rbee Aggregate Consulting Inc. named in the within or annexed instrument.
2. I am authorized by the corporation to execute the instrument without affixing a corporate seal.

SWORN before me at Morinville, in the Province of Alberta this 11 day of June, 2018. )



\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

GORDON D. PUTNAM, Q.C.  
BARRISTER & SOLICITOR

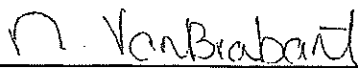
  
\_\_\_\_\_  
Bernie Reed

**Affidavit of Execution**

I, Gordon D. Putnam, Q.C., of 9702 - 100t Street, Morinville, AB T8R 1G3 make oath and say:


1. I was personally present and did see Bernie Reed who, on the basis of the identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument;
2. The instrument was signed at Morinville, AB and I am the subscribing witness thereto;
3. I believe the person(s) whose signature I witnessed is/are at least eighteen (18) years of age.

SWORN before me at Morinville, in the Province of Alberta, this 11 day of June, 2018 )



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

Naomi D. VanBrabant  
My Commission Expires  
November 23, 2025

  
\_\_\_\_\_  
Gordon D. Putnam, Q.C.

Customer and is included in the map attached hereto as Schedule "C". The Parties further understand that Owner has granted to Supplier access to the Products in order to perform its obligations under this Agreement.

Supplier hereby agrees to its scope of work as set out in Schedule "D" attached hereto, including without limitation making available to Customer, who hereby agrees to purchase exclusively from Supplier, the Products.

Supplier's work will take place on the site which has been agreed to by the Parties and is included in the map attached hereto as Schedule "C", or such other site(s) as may be mutually agreed to in writing by the parties from time to time.

The price of the Products to Customer shall be the price of such Products as set forth on Schedule "B", unless amended by Customer in accordance with the terms of this Agreement.

2. **WARRANTY.** Supplier shall ensure that the Products are prepared and provided in compliance with applicable laws.

Each Party shall use reasonable commercial efforts to provide the other Party with all relevant information as requested by such other Party to assist the other Party with its compliance with applicable laws.

Notwithstanding any other express or implied warranties, it is a condition of this Agreement that (i) that the Supplier meet the Production Requirements set out in the attached Schedule "D"; and (ii) Supplier's work does not violate in any way the redacted version of the Subcontract, including Customer's quality assurance obligations and other standards as set out in the attached Schedule "E". For clarity, quality control remains the responsibility of the Contractor.

3. **PERFORMANCE SECURITY.** Supplier shall, within ten (10) days of the Effective Date or such other date as agreed to in writing by Customer, deliver to Customer a performance bond in a form acceptable to Customer acting reasonably, and issued by a surety authorized to conduct business in British Columbia, for fifty percent (50%) of the total price set out in Schedule "B", in order to guarantee the performance of its obligations under this Agreement (the "Performance Guarantee"). Supplier shall cause the Performance Guarantee to remain in full force and effect until the end of the Term. The cost of providing the Performance Guarantee shall be borne solely by Supplier.
4. **PRODUCT REJECTION.** In a situation where Owner or Contractor orders or advises a rejection of any Product, Supplier agrees to take any and all quantities of the rejected Product in the possession of Customer and reimburse Customer for the cost of such Product.
5. **PAYMENT TERMS.** Notwithstanding any other provision of this Agreement, Customer's obligation to make payment to Supplier shall be suspended during the entire, if any, period of suspension of Contractor's obligation to make payment to Customer under the Subcontract, or during the entire, if any, period in which Contractor's payment(s) to Customer under the Subcontract are otherwise delayed or in arrears.

Each provision of Products shall be invoiced separately. Subject to the terms of this Agreement, Customer shall pay each invoice no later than sixty (60) days from the date of the invoice at the address set forth in such invoice. The invoice date shall be no earlier than the date of provision to Customer's delivery point (as specified in the applicable Purchase Order).

All invoices from Customer to Supplier shall be subject to a five percent (5%) lien holdback, to be released to Supplier in Customer's final payment to Supplier under this Agreement or at such earlier time(s) as determined by Customer in its sole discretion.

All payments from Customer to Supplier will be subject to third-party verification (the "Verifications") of volume of Products, and a certification will emanate from Customer or its designates within sixty (60) days of delivery. Supplier's entitlement to payment will be based on such Verifications, and subject to the terms of this Agreement.

Customer is entitled, in its sole discretion, to reduce the amount of payment owed to Supplier based on the Surface Saturation requirements detailed in Schedule "D". Customer is not responsible for payment of Product volume containing greater than 2% Surface Saturation.

6. **CONDITIONS TO PAYMENT.** The following are the conditions that must be satisfied by Supplier before any payment is released by Customer under this Agreement and includes delivery of the following to Customer, in form and content acceptable to Customer in Customer's sole discretion acting reasonably:

(a) prior to or in conjunction with the submission to Customer of the first invoice for payment:

- (i) an executed copy of this Agreement; ✓
- (ii) evidence that the performance security required by Section 3 has been provided; ✓
- (iii) the insurance documentation required by Section 11 of this Agreement;
- (iv) evidence of compliance by Supplier with applicable workers' compensation legislation, including documentation verifying proof of current workers compensation coverage, including payments required thereunder (commonly referred to as clearance certificates or similar documentation); and
- (v) all such other documents as Customer may reasonably request respecting this Agreement; and

(b) in conjunction with the submission to Customer of each subsequent invoice for payment:

- (i) a statutory declaration, dated the same date as the corresponding invoice for payment, stating that payments in connection with this Agreement have been made up to and including the latest progress payment received;
- (ii) evidence of discharge or vacation of all liens in accordance with this Agreement, if applicable;
- (iii) evidence of compliance by Supplier with applicable workers' compensation legislation, including documentation verifying proof of current workers compensation coverage, including payments required thereunder (commonly referred to as clearance certificates or similar documentation);
- (iv) evidence of the continued validity of those items listed in Section 6(a) above; and
- (v) all such other documents as the Contractor may reasonably request respecting this Agreement; and

(c) in the case of Supplier's final invoice for payment:

- (i) those items referred to in paragraph 6(b) above;
- (ii) an executed Certificate of Release in the form attached as Schedule "F";
- (iii) any certificates requested by Customer as required to allow Customer or Contractor to certify the completion of the Project, as required by the Prime Contract;

**SCHEDULE "B"  
PRODUCTS AND PRICING**

**MOB:** May 1, 2018 \$1,000,000  
May 1, 2019 \$500,000  
May 1, 2020 \$600,000

**Products and Pricing:**

40-20 mm rock	\$13.25/tonne x 352,000 tonnes	\$4,664,000
20-10 mm rock	\$14.00/tonne x 280,000 tonnes	\$3,920,000
10-5 mm rock	\$15.25/tonne x 168,000 tonnes	\$2,562,000
Fine aggregate	\$12.75/tonne x 583,000 tonnes	\$7,433,250
Road crush	\$14.00/tonne x 50,000 tonnes	\$700,000
Total price	-	\$21,379,250

Any additional crushing to be at the rates noted above.

These rates are applicable throughout the duration of the Subcontract.

Products must be produced to necessary specifications, including those specified in Schedule "E".



**SCHEDULE "D"  
SCOPE OF WORK**

**Supplier's Task:** Supplier will:

- (a) supply aggregate and other materials, detailed in Schedule "B", for the Project;
- (b) manage the extraction and processing of material efficiently in order to ensure sufficient material in Customer's designated Project area to produce the volume of concrete Customer requires under the Subcontract;
- (c) abide by the other terms and conditions of the Agreement applicable to Supplier.

**Supplier's Site Location:**

**Target Dates:**

**Production Requirements (the "Production Requirements"):**

Total aggregate production, excluding road crush = 1,383,000 tonnes.

2018: Minimum production = 300,000 tonnes; maximum payment is for 300,000 tonnes.

2019: Minimum production = 550,000 tonnes; maximum payment is for 550,000 tonnes.

2019: Minimum production = 550,000 tonnes; maximum payment is for 550,000 tonnes.

2020: Minimum production = 550,000 tonnes; maximum payment is for 550,000 tonnes.

Proportions of Products crushed in 2018, 2019, and 2020 must ensure that concrete production can be produced to necessary specifications, including those specified in Schedule "E".

50,000 of road crush to be crushed upon Customer's request.

There will be no greater than two percent (2%) surface saturation in any Products delivered by Supplier to Customer, as verified by Customer in its sole discretion (the "**Surface Saturation**").

# APPENDIX “B”

RMC Account Ledger

**RBEE Aggregate Consulting Ltd.**  
**Customer Aged Detail As at Jan 31, 2022**

35

Source	Date	Transaction Type	Total	Current	31 to 60	61 to 90	91+
<b>RMC Construction Materials Ltd</b>							
63	May 31, 2018	Invoice	1,050,000.00	-	-	-	1,050,000.00
000001	Jun 20, 2018	Payment	-1,050,000.00	-	-	-	-1,050,000.00
88	Jul 31, 2018	Invoice	523,992.27	-	-	-	523,992.27
43	Sep 19, 2018	Payment	-523,992.27	-	-	-	-523,992.27
96	Jul 31, 2018	Invoice	337,516.20	-	-	-	337,516.20
Move to HB perBe...	Oct 07, 2019	Payment	-337,516.20	-	-	-	-337,516.20
108	Aug 31, 2018	Invoice	58,804.20	-	-	-	58,804.20
640091429	Oct 17, 2018	Payment	-58,804.20	-	-	-	-58,804.20
109	Aug 31, 2018	Invoice	417,342.45	-	-	-	417,342.45
640091429	Oct 17, 2018	Payment	-417,342.45	-	-	-	-417,342.45
116	Sep 30, 2018	Invoice	1,441,641.87	-	-	-	1,441,641.87
SM/HN/VL	Nov 27, 2018	Payment	-1,441,641.87	-	-	-	-1,441,641.87
129Revised	Oct 31, 2018	Invoice	1,214,822.08	-	-	-	1,214,822.08
173	Dec 17, 2018	Payment	-1,214,822.08	-	-	-	-1,214,822.08
116Reverse	Nov 01, 2018	Invoice	-1,441,641.87	-	-	-	-1,441,641.87
SM/HN/VL	Nov 27, 2018	Payment	1,441,641.87	-	-	-	1,441,641.87
116Revised	Nov 01, 2018	Invoice	1,369,559.77	-	-	-	1,369,559.77
172	Dec 07, 2018	Payment	-1,369,559.77	-	-	-	-1,369,559.77
163 - Revised	Mar 31, 2019	Invoice	525,000.00	-	-	-	525,000.00
000293	May 17, 2019	Payment	-373,395.00	-	-	-	-373,395.00
640091505	Jul 31, 2021	Payment	-151,605.00	-	-	-	-151,605.00
171	Apr 30, 2019	Invoice	164,567.03	-	-	-	164,567.03
000105	Jul 15, 2019	Payment	-164,567.03	-	-	-	-164,567.03
175	Apr 30, 2019	Invoice	350,306.25	-	-	-	350,306.25
000011	Jul 29, 2019	Payment	-350,306.25	-	-	-	-350,306.25
178	May 31, 2019	Invoice	538,985.48	-	-	-	538,985.48
000106	Aug 01, 2019	Payment	-538,985.48	-	-	-	-538,985.48
183	May 31, 2019	Invoice	707,500.24	-	-	-	707,500.24
000017	Aug 14, 2019	Payment	-707,500.24	-	-	-	-707,500.24
192	Jun 25, 2019	Invoice	1,417,139.33	-	-	-	1,417,139.33
000046	Sep 13, 2019	Payment	-1,417,139.33	-	-	-	-1,417,139.33
201	Jul 31, 2019	Invoice	1,472,105.26	-	-	-	1,472,105.26
000068	Oct 22, 2019	Payment	-1,472,105.26	-	-	-	-1,472,105.26
210	Jul 31, 2019	Invoice	169,183.88	-	-	-	169,183.88
000069	Oct 16, 2019	Payment	-169,183.88	-	-	-	-169,183.88
217	Aug 31, 2019	Invoice	1,425,379.73	-	-	-	1,425,379.73
000093	Nov 27, 2019	Payment	-1,425,379.73	-	-	-	-1,425,379.73
230	Sep 30, 2019	Invoice	384,857.56	-	-	-	384,857.56
000132	Jan 20, 2020	Payment	-384,857.56	-	-	-	-384,857.56
238	Oct 31, 2019	Invoice	1,944,887.17	-	-	-	1,944,887.17
000150	Feb 13, 2020	Payment	-1,944,887.17	-	-	-	-1,944,887.17
239	Nov 30, 2019	Invoice	741,579.30	-	-	-	741,579.30
206	Apr 15, 2020	Payment	-500,000.00	-	-	-	-500,000.00
Chq #000253	Jun 29, 2020	Payment	-241,579.30	-	-	-	-241,579.30
240	Nov 30, 2019	Invoice	62,483.80	-	-	-	62,483.80
000235	May 19, 2020	Payment	-62,483.80	-	-	-	-62,483.80

**RBEE Aggregate Consulting Ltd.**  
**Customer Aged Detail As at Jan 31, 2022**

36

Source	Date	Transaction Type	Total	Current	31 to 60	61 to 90	91+
273	Apr 30, 2020	Invoice	630,000.00	-	-	-	630,000.00
Chq #000253	Jun 29, 2020	Payment	-630,000.00	-	-	-	-630,000.00
96 resolved	May 19, 2020	Invoice	337,516.20	-	-	-	337,516.20
000235	May 19, 2020	Payment	-337,516.20	-	-	-	-337,516.20
163 - Credit	Jun 25, 2020	Invoice	-151,605.00	-	-	-	-151,605.00
640091505	Jul 31, 2021	Payment	151,605.00	-	-	-	151,605.00
283	Jun 30, 2020	Invoice	1,764,654.42	-	-	-	1,764,654.42
000325	Sep 18, 2020	Payment	-1,764,654.42	-	-	-	-1,764,654.42
289	Jul 31, 2020	Invoice	1,791,447.00	-	-	-	1,791,447.00
000343	Oct 26, 2020	Payment	-1,791,447.00	-	-	-	-1,791,447.00
297	Aug 31, 2020	Invoice	1,667,590.05	-	-	-	1,667,590.05
000383	Nov 24, 2020	Payment	-1,667,590.05	-	-	-	-1,667,590.05
309	Sep 30, 2020	Invoice	396,635.93	-	-	-	396,635.93
000449	Jan 26, 2021	Payment	-396,635.93	-	-	-	-396,635.93
319	Oct 31, 2020	Invoice	633,021.12	-	-	-	633,021.12
000450	Feb 18, 2021	Payment	-633,021.12	-	-	-	-633,021.12
23062	Mar 31, 2021	Invoice	525,000.00	-	-	-	525,000.00
640091647	Jan 01, 2022	Payment	-525,000.00	-	-	-	-525,000.00
23113	May 31, 2021	Invoice	792,188.79	-	-	-	792,188.79
640091515	Aug 11, 2021	Payment	-792,188.79	-	-	-	-792,188.79
23122	May 31, 2021	Invoice	424,583.79	-	-	-	424,583.79
640091647	Jan 01, 2022	Payment	-424,583.79	-	-	-	-424,583.79
23132	Jun 30, 2021	Invoice	1,264,561.20	-	-	-	1,264,561.20
640091532	Sep 20, 2021	Payment	-1,264,561.20	-	-	-	-1,264,561.20
23160	Jul 31, 2021	Invoice	1,052,108.67	-	-	-	1,052,108.67
640091553	Oct 18, 2021	Payment	-1,052,108.67	-	-	-	-1,052,108.67
23187	Aug 31, 2021	Invoice	287,428.84	-	-	-	287,428.84
640091590	Nov 24, 2021	Payment	-287,428.84	-	-	-	-287,428.84
23219	Sep 30, 2021	Invoice	976,969.36	-	-	-	976,969.36
23256	Oct 31, 2021	Invoice	3,326,753.63	-	-	-	3,326,753.63
23311	Dec 31, 2021	Invoice	181,757.65	-	181,757.65	-	-
23062 BD	Jan 01, 2022	Invoice	-525,000.00	-525,000.00	-	-	-
640091647	Jan 01, 2022	Payment	525,000.00	525,000.00	-	-	-
23113 BD	Jan 01, 2022	Invoice	-424,583.79	-424,583.79	-	-	-
640091647	Jan 01, 2022	Payment	424,583.79	424,583.79	-	-	-
<b>Total outstanding:</b>			<u>4,485,480.64</u>	<u>-</u>	<u>181,757.65</u>	<u>-</u>	<u>4,303,722.99</u>
<b>Total unpaid invoices:</b>			<u>4,485,480.64</u>	<u>-</u>	<u>181,757.65</u>	<u>-</u>	<u>4,303,722.99</u>
<b>Total deposits/prepaid contracts:</b>			<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total outstanding:</b>			<u><u>4,485,480.64</u></u>	<u><u>-</u></u>	<u><u>181,757.65</u></u>	<u><u>-</u></u>	<u><u>4,303,722.99</u></u>

# APPENDIX “C”

Unpaid Invoices

**RBEE Aggregate Consulting Ltd.**

Box 1110  
Gibbons, AB T0A 1N0

**INVOICE**

Invoice No.: 23219  
Date: Sep 30, 2021  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:**

RMC Construction Materials Ltd  
Nick Burak  
#350, 10403 172 Street  
Edmonton, AB T5S 1K9

**Ship to:**

RMC Construction Materials Ltd  
Nick Burak  
#350, 10403 172 Street  
Edmonton, AB T5S 1K9

Business No.: 788842680RT0001

Item No.	Unit	Quantity	Description	Tax	Base Price	Disc %	Unit Price	Amount
	Tonnes	11,562	20-10mm	G	14.00		14.00	161,868.00
	Tonnes	26,646	10-5mm	G	15.25		15.25	406,351.50
	Tonnes	28,410	Fine Agg	G	12.75		12.75	362,227.50
			Subtotal:					930,447.00
			G - GST 5% GST/HST					46,522.36
Shipped By:                      Tracking Number:							Total Amount	976,969.36
Comment: RBJ474							Amount Paid	0.00
Sold By:							Amount Owing	976,969.36

Credits	40-20mm	20-10mm	10-5mm	Fine Agg	Abrasive	Stripping
	Tonnage	Tonnage	Tonnage	Tonnage	Tonnage	Cu meters
1-Sep	0	0	0	0		
2-Sep	0	0	0	0		
3-Sep	0	0	0	0		
4-Sep	0	0	0	0		
5-Sep	0	0	0	0		
6-Sep	0	0	0	0		
7-Sep	0	0	0	0		
8-Sep	0	0	0	0		
9-Sep	0	0	0	0		
10-Sep	0	0	0	979		
11-Sep	0	0	0	1078		
12-Sep	0	0	0	1029		
13-Sep	0	114	247	265		
14-Sep	0	384	832	704		
15-Sep	0	594	1287	1089		
16-Sep	0	564	1222	1034		
17-Sep	0	664	1494	1328		
18-Sep	0	800	1800	1600		
19-Sep	0	736	1656	1472		
20-Sep	0	368	828	736		
21-Sep	0	736	1656	1472		
22-Sep	0	444	1332	1332		
23-Sep	0	582	1746	1746		
24-Sep	0	680	1530	1530		
25-Sep	0	880	1980	1980		
26-Sep	0	888	1998	1998		
27-Sep	0	816	1836	1836		
28-Sep	0	760	1710	1710		
29-Sep	0	800	1800	1800		
30-Sep	0	752	1692	1692		
	0	11562	26646	28410		66618

RMC  
RBJ 474

**RBEE Aggregate Consulting Ltd.**Box 1110  
Gibbons, AB T0A 1N0**INVOICE**Invoice No.: 23256  
Date: Oct 31, 2021  
Ship Date:  
Page: 1  
Re: Order No.**Sold to:**RMC Construction Materials Ltd  
Nick Burak  
#350, 10403 172 Street  
Edmonton, AB T5S 1K9**Ship to:**RMC Construction Materials Ltd  
Nick Burak  
#350, 10403 172 Street  
Edmonton, AB T5S 1K9

Business No.: 788842680RT0001

Item No.	Unit	Quantity	Description	Tax	Base Price	Disc %	Unit Price	Amount
	Tonnes	37,520	20-10mm	G	15.72	10.94	14.00	525,280.00
	Tonnes	79,664	10-5mm	G	16.97	10.14	15.25	1,214,876.00
	Tonnes	77,874	Fine Agg	G	14.47	11.89	12.75	992,893.50
	Tonnes	58,016	Sept Haul Cost	G	1.72		1.72	99,787.52
	Tonnes	195,058	Oct Haul Cost	G	1.72		1.72	335,499.76
			Subtotal:					3,168,336.78
			G - GST 5% GST/HST					158,416.85
Shipped By: Tracking Number:							Total Amount	3,326,753.63
Comment: 474							Amount Paid	0.00
Sold By:							Amount Owning	3,326,753.63



Credits	40-20mm	20-10mm	10-5mm	Fine Agg	Abrasive	Stripping		\$ 13.25	\$ 15.72	\$ 16.97	\$ 14.47
	Tonnage	Tonnage	Tonnage	Tonnage	Tonnage	Cu meters	Misc. T	Unit Rate			
1-Oct	0	568	1278	1278				\$ -	\$ 8,928.96	\$ 21,687.66	\$ 18,492.66
2-Oct	0	1248	2808	2808				\$ -	\$ 19,618.56	\$ 47,651.76	\$ 40,631.76
3-Oct	0	1504	3384	3384				\$ -	\$ 23,642.88	\$ 57,426.48	\$ 48,966.48
4-Oct	0	1752	3942	3942				\$ -	\$ 27,541.44	\$ 66,895.74	\$ 57,040.74
5-Oct	0	1392	3132	3132				\$ -	\$ 21,882.24	\$ 53,150.04	\$ 45,320.04
6-Oct	0	1360	3060	3060				\$ -	\$ 21,379.20	\$ 51,928.20	\$ 44,278.20
7-Oct	0	1328	2988	2988				\$ -	\$ 20,876.16	\$ 50,706.36	\$ 43,236.36
8-Oct	0	744	1674	1674				\$ -	\$ 11,695.68	\$ 28,407.78	\$ 24,222.78
9-Oct	0	1440	3240	3240				\$ -	\$ 22,636.80	\$ 54,982.80	\$ 46,882.80
10-Oct	0	1312	2952	2624				\$ -	\$ 20,624.64	\$ 50,095.44	\$ 37,969.28
11-Oct	0	1152	2592	2304				\$ -	\$ 18,109.44	\$ 43,986.24	\$ 33,338.88
12-Oct	0	1472	3312	2944				\$ -	\$ 23,139.84	\$ 56,204.64	\$ 42,599.68
13-Oct	0	1536	3456	3072				\$ -	\$ 24,145.92	\$ 58,648.32	\$ 44,451.84
14-Oct	0	1688	3798	3376				\$ -	\$ 26,535.36	\$ 64,452.06	\$ 48,850.72
15-Oct	0	1600	3200	3200				\$ -	\$ 25,152.00	\$ 54,304.00	\$ 46,304.00
16-Oct	0	1528	3056	3056				\$ -	\$ 24,020.16	\$ 51,860.32	\$ 44,220.32
17-Oct	0	1776	3552	3552				\$ -	\$ 27,918.72	\$ 60,277.44	\$ 51,397.44
18-Oct	0	1552	3104	3104				\$ -	\$ 24,397.44	\$ 52,674.88	\$ 44,914.88
19-Oct	0	1304	2608	2608				\$ -	\$ 20,498.88	\$ 44,257.76	\$ 37,737.76
20-Oct	0	864	1728	1728				\$ -	\$ 13,582.08	\$ 29,324.16	\$ 25,004.16
21-Oct	0	1568	3136	3136				\$ -	\$ 24,648.96	\$ 53,217.92	\$ 45,377.92
22-Oct	0	1272	2544	2544				\$ -	\$ 19,995.84	\$ 43,171.68	\$ 36,811.68
23-Oct	0	1608	3216	3216				\$ -	\$ 25,277.76	\$ 54,575.52	\$ 46,535.52
24-Oct	0	1736	3472	3472				\$ -	\$ 27,289.92	\$ 58,919.84	\$ 50,239.84
25-Oct	0	1640	3280	3280				\$ -	\$ 25,780.80	\$ 55,661.60	\$ 47,461.60
26-Oct	0	848	1696	1696				\$ -	\$ 13,330.56	\$ 28,781.12	\$ 24,541.12
27-Oct	0	1488	2976	2976				\$ -	\$ 23,391.36	\$ 50,502.72	\$ 43,062.72
28-Oct	0	240	480	480				\$ -	\$ 3,772.80	\$ 8,145.60	\$ 6,945.60
29-Oct	0	0	0	0				\$ -	\$ -	\$ -	\$ -
30-Oct	0	0	0	0				\$ -	\$ -	\$ -	\$ -
31-Oct	0	0	0	0				\$ -	\$ -	\$ -	\$ -
	0	37520	79664	77874		195058		\$ -	\$ 589,814.40	\$ 1,351,898.08	\$ 1,126,836.78

<b>40-20mm</b>	<b>0.0%</b>
<b>20-10mm</b>	<b>19.2%</b>
<b>10-5mm</b>	<b>40.8%</b>
<b>Fine Agg</b>	<b>39.9%</b>

Rates for Hauling from Area 24

**RBEE Aggregate Consulting Ltd.**

Box 1110  
Gibbons, AB T0A 1N0

**INVOICE**

Invoice No.: 23311  
Date: Dec 31, 2021  
Ship Date:  
Page: 1  
Re: Order No.

**Sold to:****RMC Construction Materials Ltd**

Nick Burak  
#350, 10403 172 Street  
Edmonton, AB T5S 1K9

**Ship to:****RMC Construction Materials Ltd**

Nick Burak  
#350, 10403 172 Street  
Edmonton, AB T5S 1K9

**Business No.:** 788842680RT0001

Item No.	Unit	Quantity	Description	Tax	Base Price	Disc %	Unit Price	Amount
	Tonnes	100,641	Hauling	G	1.72		1.72	173,102.52
			Subtotal:					173,102.52
			G - GST 5% GST/HST					8,655.13
Shipped By: Tracking Number:							Total Amount	181,757.65
Comment:							Amount Paid	0.00
Sold By:							<b>Amount Owing</b>	<b>181,757.65</b>



Cory >

*Sib C*  
*RMC*  
*Can't Sib C*

Fuckin rights.

Yum

Saturday 12:02 AM

Happy New Year

Same to you sister!

Yesterday 12:54 PM

Hello there do you have the total tonnages hauled at RMC I need to do up an invoice

Yesterday 2:25 PM

We hauled 111,300 ton after we shut down, 353,715 ton total from Area 24.

*353715 - Billed in*  
*253074*  
*100641*  
*Inv 232516*  
*58,016 + 195,058*  
*SPT + Oct.*  
*Dec 31, 2021*  
*# 23311*

Sweet thank you sorry to be a bug

No worries at all. Doing fuck all anyways, its still 35 below.

Fuck it's terrible here to



Text Message



# APPENDIX “D”

March 22 Email

**From:** [Zelyas, Chris](#)  
**To:** [Shierman, Lindsay](#); [RbeeAggregate](#)  
**Subject:** [EXTERNAL] Receivership of Rbee Aggregate Ltd.  
**Date:** Tuesday, March 22, 2022 6:10:46 PM  
**Attachments:** [Invitation for Offers - RBe March 2022 Final.pdf](#)

---

Dear Lindsay,

I understand that FTI has been appointed as Receiver with respect to affairs of Rbee Aggregate Ltd. (“**Rbee**”). As I believe you’re aware, Rbee has a contract for the provision of aggregate and other materials to RMC Construction Materials Ltd. (“**RMC**”) for the construction of the Site C Generating Station & Spillways Project for BC Hydro (the “**Site C Project**”).

Our firm has been retained by RMC with respect to the receivership and a claim against Rbee over overbilling of RMC, which was recently discovered. We understand that FTI has been in contact with our client with respect to this issue, and wanted to reach out to let you know that we will be the point of contact for these discussions going forward. I’m writing in part to introduce myself, to ask that we, along with RMC, be provided with notice of all further matters arising under the Receivership. I’m looking forward to working with you on this, and intend to write further with the details with respect to RMC’s claim.

I’m also writing because our client today received the attached Invitation for Offers with respect to the equipment of Rbee, much of which is still located on-site at the Site C Project. RMC has asked me to reach out to you on an urgent basis to determine whether the sale process described in the attached can be expedited. The issue is that spring production on the site is to start on the first week of April, and our client has an aggressive schedule that it’s obliged to meet on the Project vis-à-vis production. Either the equipment in place needs to be used for continued production, or it needs to be removed in order to allow site access for installation of replacement equipment to allow aggregate production to continue. If left unused, Rbee’s equipment is inhibiting our client’s ability to move forward with production, and could lead to significant damages being incurred by RMC pursuant to its contractual obligations. To give you some idea, the contract with Rbee provides for \$25,000 per day in liquidated damages for any delays.

Please let me know if you, or anyone else from FTI, can discuss this issue with me on an urgent basis. Please also let me know if I should instead be dealing with legal counsel, and if so, who that is.

Best,



**Chris B. Zelyas**

Partner

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[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)  
[Bio](#) | [Website](#)

Dentons Canada LLP  
2500 Stantec Tower, 10220 - 103 Avenue NW Edmonton, AB T5J 0K4 Canada

[Fernanda Lopes & Asociados](#) > [Guevara & Gutierrez](#) > [Paz Horowitz Abogados](#) > [Sirote](#) > [Adepetun Caxton-Martins Agbor & Segun](#) > [Davis Brown](#) > [East African Law Chambers](#) > [Eric Silwamba, Jalasi and Linyama](#) > [Durham Jones & Pinegar](#) > [LEAD Advogados](#) > [Rattagan Macchiavello Arocena](#) > [Jiménez de Aréchaga, Viana & Brause](#) > [Lee International](#) > [Kensington Swan](#) > [Bingham Greenebaum](#) > [Cohen &](#)

# APPENDIX “E”

March 24 Letter

# FASKEN

Fasken Martineau DuMoulin LLP  
Barristers and Solicitors  
Patent and Trade-mark Agents

350 7th Avenue SW, Suite 3400  
Calgary, Alberta T2P 3N9  
Canada

T +1 403 261 5350  
+1 877 336 5350  
F +1 403 261 5351  
[fasken.com](http://fasken.com)

March 24, 2022  
File No.: 301127.00006/20006

**Travis Lysak**  
Direct +1 403 261 5501  
[tlysak@fasken.com](mailto:tlysak@fasken.com)

**Via Email:** [chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)

**Dentons Canada LLP**  
2500 Stantec Tower  
10220 - 103 Avenue NW  
Edmonton, AB T5J 0K4

**Attention: Chris B. Zelyas**

Dear Sir:

**Re: Supplier Agreement dated May 7, 2018 between Rbee Aggregate Ltd. (“Rbee”) and RMC Construction Materials Ltd. (“RMC”) (the “Supplier Agreement”)**

We are counsel to FTI Consulting Canada Inc., in its capacity as the Court appointed receiver of Rbee (the “**Receiver**”).

We are writing in response to your email to Lindsay Shierman of the Receiver dated March 22, 2022.

Further to your request that notice of all further matters arising under the receivership of Rbee be provided to you and to your client, we confirm that we have added both you and RMC to our Service List.

## **Accounts Receivable**

With respect to Rbee’s accounts receivable with RMC, we note that the books and records of Rbee indicate that RMC owes Rbee the amount of \$4,485,500 pursuant to the Supplier Agreement (the “**Outstanding AR**”).

Based on the Receiver’s understanding of the Supplier Agreement, the amount of the Outstanding AR is based on a calculation which consists of the volume of crushed rock, fine aggregate, or road crush processed multiplied by specific “\$ per tonne” contractual rates. The “\$ per tonne” rates are set out in detail in Schedule B to the Supplier Agreement and the Receiver understands that surveys are conducted monthly to determine the volumes of rock that have been processed. Further, the Supplier Agreement includes provisions for third-party verification of volumes and prescribed timelines in respect thereof.



# FASKEN

Given the simple calculation and the fact that crushing operations at the Site C Project ended on October 28, 2021 and the last invoice was sent by Rbee on November 1, 2022, it seems to the Receiver that there should be little scope for confusion as to amounts owed under the Supplier Agreement. Indeed, prior to the receivership, the Receiver understands that Rbee had sent RMC weekly reminders and requests for status updates with respect to payment by RMC of the Outstanding AR. The Receiver understands that RMC did not respond to any of these requests. To the best of the Receiver's knowledge, the first time the issue of overbilling was raised by RMC was on a videoconference call with the Receiver last Tuesday, March 15, 2021 (the "**Initial Call**") – four and a half months after crushing operations at the Site C Project ceased.

The Receiver is not aware of any reason that the amount of Outstanding AR reported in Rbee's books and records is incorrect. On the Initial Call, RMC indicated that it would provide the Receiver with a reconciliation which would provide details respecting its claim of overbilling but, to date, that reconciliation has not been provided to the Receiver. It would be beneficial to receive that reconciliation as soon as possible given the significant time that has passed since the completion of the work.

In sum, based on the information available to the Receiver at present, the Outstanding AR is validly due and owing and in considerable arrears. Subject to receipt of additional information, the Receiver is planning to proceed with collection efforts.

## **Equipment Located at the Site C Project**

With respect to the equipment owned by Rbee that is currently located at the Site C Project (the "**Equipment**"), this equipment sits *in situ* and cannot be quickly, easily or economically removed at this time – particularly on short notice.

The Receiver was somewhat surprised by the issue of urgency raised in your email as:

- a. the Equipment had been sitting idle for four and a half months prior to the receivership and, to the best of the Receiver's knowledge, no requests to remove it had been made by RMC;
- b. RMC received the Invitation for Offers delivered on March 14, 2022 and did not contact the Receiver to express its concerns regarding urgency;
- c. on the Initial Call, which was initiated by the Receiver, RMC had indicated that it would not commence production at the Site C Project until May of 2022; and
- d. the issue of urgency was only raised with the Receiver when it received your email, 8 days after the Initial call.

Regardless, the Receiver has implemented an expedited sales process with respect to the Equipment – it was commenced on March 14, 2022, the first business day after the Receiver's appointment, and has a bid deadline of April 6, 2022. The sales process, which, being only 18 days in length, was designed to allow a full marketing of the Equipment, but with the view that the Equipment needs to be sold on an expediated basis.





# FASKEN

Additionally, the Receiver has the ability to accept a satisfactory offer prior to the bid deadline. The Receiver will do its best to review and assess any bids it receives with respect to the Equipment on an expedited basis. If an acceptable offer is received prior to the bid deadline, the Receiver will attempt to accept and close that offer as quickly as possible – keeping in mind that any such offer would still be subject to approval by the Court of Queen’s Bench of Alberta.

If your client wishes to make an offer for the Equipment, or can facilitate the making of an offer from a third party, the Receiver will consider such offer before the bid deadline. We can advise, however, that the acceptance of any offer from RMC will be contingent on payment of the Outstanding AR, or the dispute regarding the Outstanding AR being otherwise resolved.

The Receiver may also be willing to explore alternative solutions with RMC during the sales process, but the Receiver cannot see this feasibly working while the significant Outstanding AR remains unpaid, or the issue is otherwise unresolved.

Should you wish to discuss any of the foregoing, please contact the undersigned.

Yours truly,

**FASKEN MARTINEAU DUMOULIN LLP**



Travis Lysak

TL/mt

cc

Deryck Helkaa, Tom Powell, Lindsay Shierman (Receiver)  
Mihai Tomos (Fasken)



# APPENDIX “F”

April 12 Letter



**Chris B. Zelyas**  
Partner  
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10220-103 Avenue NW  
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April 12, 2022

File No.: 573989-3

**SENT VIA E-MAIL**  
**tlysak@fasken.com**

**WITHOUT PREJUDICE**

Fasken Martineau DuMoulin LLP  
350 7th Avenue SW, Suite 3400  
Calgary, AB T2P 3N9

Attention: Travis Lysak

Dear Sir:

**Re: Overpayment to RBee Aggregate Ltd. ("RBee") by RMC Construction Materials Ltd. ("RMC") and Damages to RMC Without Expedience in Sale of Equipment**

Thank you for your letter of March 24, 2022 and for our teleconference on April 5, 2022. We take this opportunity to address a number of issues raised in that letter and in our discussions, namely:

- (1) The allegation that RMC owes any funds to RBee in the face of RBee's significant overbilling for aggregate that it did not actually supply; and
- (2) The process of the sale of RBee's equipment located at the Site C Project (the "**Equipment**")

While we are writing in a good faith effort to resolve these matters, if no resolution is reached in short order, RMC will be advancing claims in relation to both items.

### **The Claim to Funds by RBee**

RMC agrees that the amount owing between RBee and RMC depends, as per the Supplier Agreement, on a simple calculation of the volume of aggregate actually processed and provided by RBee, multiplied by the applicable rates set out in Schedule B.

Where RMC disagrees, however, is with RBee's calculations of the amount of aggregate supplied on the project. Throughout RBee's performance under the Supplier Agreement, it provided aggregate into stockpiles located on site. Some of the aggregate was hauled from stockpiles to RMC's nearby concrete batching plant, where the aggregate was mixed into concrete for the Site C Project. The remainder was left in stockpiles on site. While RMC kept track of the aggregate received for its concrete batching in

Fernanda Lopes & Associados ► Guevara & Gutierrez ► Paz Horowitz Abogados ► Sirote ► Adepetun Caxton-Martins Agbor & Segun ► Davis Brown ► East African Law Chambers ► Eric Silwamba, Jalasi and Linyama ► Durham Jones & Pinegar ► LEAD Advogados ► Rattagan Macchiavello Arocena ► Jiménez de Aréchaga, Viana & Brause ► Lee International ► Kensington Swan ► Bingham Greenebaum ► Cohen & Grigsby ► Sayarh & Menjra ► For more information on the firms that have come together to form Dentons, go to [dentons.com/legacyfirms](http://dentons.com/legacyfirms)

batch records which were verified by both BC Hydro and the Aecon-Flatiron-Dragados-EBC Partnership (“AFDE”), it was not closely tracking the amounts left in the stockpiles. Rather, in good faith, RMC relied upon RBee’s representations as to the total amounts of aggregate that it had processed and supplied.

Unfortunately, that good faith ultimately turned out to be misplaced. In the fall of 2021, a disagreement between RBee and RMC arose on another project in Drayton Valley (referred to as the “**Vogel Pit Project**”) where RBee had also been supplying aggregate to RMC. At that time, RMC discovered that RBee’s invoices on the Vogel Pit greatly exaggerated the amount of aggregate that RBee had actually supplied.

This in turn caused RMC concerns with respect to the amount of aggregate RBee claimed to have supplied for Site C. RMC then reasonably hit pause with respect to payment of RBee’s recently issued invoices for September and October 2021 for Site C while it investigated the matter. It consulted with BC Hydro and AFDE on the surveys they had completed on the amounts of aggregate left stockpiled on site by RBee. RMC advised RBee that it was taking these investigative steps. RBee was made fully aware of RMC’s concerns as soon as they arose.

Ultimately, the investigation revealed that RBee’s invoices were grossly inaccurate in terms of the amount of actual aggregate production by RBee. The results of the investigation, and the discrepancies between the amounts of aggregate RBee claims to have produced, and what it has actually produced (both in terms of tonnage and monetary value) are summarized in the following table:

	40-20 mm	20-10 mm	10-5 mm	Fine Aggregate/Sand	Abrasive/	Total
<b>Tonnage Claimed in RBee Invoices</b>	392,321	302,258	525,699	541,202	4,170	<b>1,765,650</b>
<b>\$ Value based on RBee Tonnage under Contract Rates</b>	\$5,198,253.25	\$4,231,612	\$8,016,909.75	\$6,900,325.50	\$58,380	<b>\$24,405,480.50</b>
<b>Actual Tonnage As Measured and Verified by AFDE</b>	260,329	276,036.65	293,134.80	427,423.20	4,170	<b>1,261,093.65</b>
<b>\$ Value based on Actual Tonnage under Contract Rates</b>	\$3,449,359.25	\$3,864,513.10	\$4,470,305.70	\$5,449,645.80	\$58,380	<b>\$17,292,203.85</b>
<b>\$ Discrepancy</b>	\$1,748,894	\$367,098.90	\$3,546,604.05	\$1,450,679.70	Nil	<b>\$7,113,276.65</b>

Overall, the monetary discrepancy between when RBee has claimed in its invoices and what it has actually produced pursuant to the Supplier Agreement is **\$7,113,276.65**. When the overpayment of GST is included, the amount increases to **\$7,468,940.48**

As noted in your letter, our client has compiled a detailed reconciliation of the amounts RBee has claimed through its invoices and the amounts and values of the aggregate it has actually supplied. This includes a comparison of amounts claimed in RBee's invoices to the amounts of aggregate actually used in concrete production, as shown in RMC's batch records and the amounts stockpiled, as surveyed manually by AFDE, and as surveyed via drone by BC Hydro. We have enclosed this reconciliation on a without prejudice basis as an Excel Spreadsheet attached hereto.

The amounts calculated by RMC are accurate have been corroborated by third parties (BC Hydro and AFDE), and must be preferred over the amounts claimed by RBee. When the dispute arose over the accuracy of RBee's invoices, it emerged that RBee's claimed amounts of aggregate were based on quality control reporting provided by AFDE. However, these records simply identified the maximum possible daily production of material that could be produced using RBee's equipment. It assumed that all equipment was operating at maximal load at all times when this did not reflect the reality on site, as there were certainly breaks in production and times at which the volume of material being processed did not reflect the maximum possible load on the machinery.

AFDE produced these records in order to determine the maximum amount of material that could be considered unfit for purpose if it did not pass quality control testing. They would then be able to determine that no more than that amount failed to meet specifications. However, RBee inappropriately treated these records as indicating actual production and based their invoicing on them. This is why their invoices are so grossly inconsistent with the actual production numbers documented by RMC, AFDE and BC Hydro: they do not take into account the reality on the ground that not every piece of equipment was operating at maximum capacity at all times. In sum, RBee's calculations of the amount of aggregate it produced, as reflected in their invoices, were therefore entirely theoretical, and not based on actual measurements of the amount of aggregate produced. They are not based on actual weigh tickets and survey records.

In contrast, RMC's numbers are based on the amounts of aggregate actually measured, weighed and verified as reflected in the project records. RMC's batch records show precisely how much of each class of aggregate was consumed in concrete production. AFDE verified these numbers, and their calculations were virtually identical. Some minor variation exists between RMC's batch records and AFDE's confirmed amounts because AFDE did not include amounts used in concrete that was ultimately not used on the Project because it was rejected or was used by another party on site. However, the differences between RMC's batch records and AFDE's records are insubstantial, and amount to only \$40,365.48 in total aggregate.

Further, as to what was left in stockpiles, this has been surveyed both manually by AFDE and has been confirmed via drone by BC Hydro.

These measurements of the actual amount of aggregate produced must be accepted in favour of RBee's entirely theoretical assumed production, which does not reflect the reality of what occurred on site. RBee has no records of actual production to back up its invoices. The records showing actual production support RMC's calculations.

As such, it is clear that RMC does not owe any money to RBee. In fact, RBee owes RMC money, as RBee has significantly overbilled RMC, and RMC has made an overpayment to RBee as a result. The amount owed to RMC is **\$3,165,217.49**, which is \$7,468,940.48 (calculated above), minus the amount of RBee's outstanding invoices (\$4,303,722.99).

This amount is owed to RMC under the plain terms of the Supplier Agreement. Pursuant to art. 1's SCOPE OF WORK, PRODUCTS, PRICES provision, the price to be paid for the aggregate supplied was set out in Schedule "B" to the Supplier Agreement. Schedule "B" in turn is clear that RMC's payment obligations relate to the actual amount of aggregate crushed and provided at the rates set out therein. Clearly, RBee's only entitlement was for payment at the contract rates for aggregate actually crushed and supplied to RMC. Having received payment far in excess of what it was entitled to under Schedule "B", RBee now owes RMC \$3,165,211.82 with respect to its overcharging.

As such, if the Receiver decides to pursue a claim against RMC for the amount of RBee's outstanding invoices, it will be met with a claim of set off and as well as a counterclaim based on RBee's faulty billing and overcharging.

Should the Receiver require further documentation on this issue, please advise. We will be happy to provide it. We also look forward discussions to resolve RMC's claim against RBee.

### **The Equipment Issue**

On this issue, we can only reiterate the urgency of this issue and the reality that significant damages will accrue to RMC should this not be dealt with on a practical basis. In relation to the Receiver's "surprise" as to the urgency raised in our email of March 22, we advise as follows:

- a. There is no disagreement that the Equipment has been on site for quite some time as it has, at all times, been required for completion of the Site C project. RMC's expectation at all times has been that RBee would honour its contractual obligations and return to site to complete its work. It was not until mid-March that RMC became aware that RBee had been placed into receivership and would not be returning to site.
- b. RMC received the Invitation for Offers on March 15, 2022, and then contacted the Receiver that same day (the "Initial Call", as referred to in your letter) to discuss a number of issues, including the Equipment. At that time, RMC advised the Receiver of the urgency of this issue, and was clear that at the very latest, aggregate production had to start by May of 2022. The start date for all work on Site C is, however, weather dependent, and given the shift to warmer weather in the second half of March, the schedule for commencement of production on the project then shifted to the first week of April.
- c. As per the foregoing, RMC did not tell the Receiver that production would not commence until May of 2022. To the contrary, RMC advised that this was the very latest that production would start.
- d. As per the foregoing, RMC raised the urgency of this issue as soon as it was able, on the March 15, 2022 Initial Call.

RMC was also disappointed with the Invitation for Offers as it inaccurately conveyed the impression that the purchasers of the Equipment would be able to also buy RBee's position as sub-contractor to RMC. As you are no doubt aware, art. 28 of the Supplier Agreement disallows any such assignment without RMC's prior written consent. RMC remains in control of who it works with on Site C and will not simply automatically accept any purchaser of the Equipment as a suitable replacement sub-contractor.

As noted in our email of March 22, 2022, if aggregate production does not start as soon as possible, there will be significant damages arising to RMC in terms of delay on the Site C project, and even possible termination of its contract with AFDE. The Equipment must either be removed from site to allow a replacement contractor and its equipment onto site, or it must be used for production.

In light of the Receiver's apparent position that it will not remove the Equipment any time soon, but will simply leave it as an obstruction on site, we require the Receiver to advise as soon as possible whether RMC can make use of the Equipment to commence production on site. Given that there is no basis for the "Outstanding AR" claim referred to in your letter, there is no reason to avoid exploring such alternative solutions.

Otherwise, RMC will have a claim for the damages resulting from the Equipment remaining in place in site notwithstanding the fact that RMC has clearly provided advance warning that it either must be removed from the site or put to use on the Project.

Please get back to us on this urgent matter as soon as possible.

We look forward to hearing from you.

Sincerely,

Dentons Canada LLP



Chris B. Zelyas  
Partner

CBZ/  
Enclosure

# APPENDIX “G”

RMC Product Reconciliation



## RBee Production Summary

Invoice		\$ 13.25		\$ 14.00		\$ 15.25		\$ 12.75		\$ 14.00		Amount before GST	GST	Extended
		40-20mm	20-10mm	10-5mm	Fine Agg	Abrasive	Total							
88	Jul-18	18,280.00	4,300.00	7,094.00	6,937.00	-	36,611.00	\$	499,040.25	\$	24,952.01	\$	523,992.26	
109	Aug-18	15,366.00	4,182.00	5,189.00	4,407.00	-	29,144.00	\$	397,469.00	\$	19,873.45	\$	417,342.45	
116	Sep-18	46,024.00	11,995.00	21,414.00	21,073.00	-	100,506.00	\$	1,372,992.25	\$	68,649.61	\$	1,441,641.86	
129	Oct-18	39,083.00	8,639.00	17,675.00	17,899.00	4,170.00	87,466.00	\$	1,217,866.75	\$	60,893.34	\$	1,278,760.09	
175	Apr-19	11,304.00	2,512.00	5,024.00	5,652.00	-	24,492.00	\$	333,625.00	\$	16,681.25	\$	350,306.25	
183	May-19	17,280.00	5,742.00	12,435.00	13,712.00	-	49,169.00	\$	673,809.75	\$	33,690.49	\$	707,500.24	
192	Jun-19	-	15,996.00	39,990.00	40,460.00	-	96,446.00	\$	1,349,656.50	\$	67,482.83	\$	1,417,139.33	
201	Jul-19	-	17,580.00	43,950.00	38,090.00	-	99,620.00	\$	1,402,005.00	\$	70,100.25	\$	1,472,105.25	
217	Aug-19	-	17,022.00	42,555.00	36,881.00	-	96,458.00	\$	1,357,504.50	\$	67,875.23	\$	1,425,379.73	
230	Sep-19	-	4,596.00	11,490.00	9,958.00	-	26,044.00	\$	366,531.00	\$	18,326.55	\$	384,857.55	
238	Oct-19	-	23,226.00	58,065.00	50,323.00	-	131,614.00	\$	1,852,273.50	\$	92,613.68	\$	1,944,887.18	
239	Nov-19	-	8,856.00	22,140.00	19,188.00	-	50,184.00	\$	706,266.00	\$	35,313.30	\$	741,579.30	
283	Jun-20	20,182.00	19,182.00	42,802.00	38,583.00	-	120,749.00	\$	1,680,623.25	\$	84,031.16	\$	1,764,654.41	
289	Jul-20	56,376.00	17,268.00	23,476.00	28,188.00	-	125,308.00	\$	1,706,140.00	\$	85,307.00	\$	1,791,447.00	
297	Aug-20	48,888.00	27,160.00	19,296.00	24,444.00	-	119,788.00	\$	1,588,181.00	\$	79,409.05	\$	1,667,590.05	
309	Sep-20	11,628.00	6,460.00	3,876.00	5,814.00	-	27,778.00	\$	377,748.50	\$	18,887.43	\$	396,635.93	
319	Oct-20	18,558.00	10,310.00	6,186.00	9,279.00	-	44,333.00	\$	602,877.25	\$	30,143.86	\$	633,021.11	
23113	May-21	23,274.00	11,637.00	7,758.00	12,930.00	-	55,599.00	\$	754,465.50	\$	37,723.28	\$	792,188.78	
23132	Jun-21	37,152.00	18,576.00	12,384.00	20,640.00	-	88,752.00	\$	1,204,344.00	\$	60,217.20	\$	1,264,561.20	
23160	Jul-21	28,926.00	14,463.00	9,642.00	21,115.00	-	74,146.00	\$	1,204,344.00	\$	60,217.20	\$	1,264,561.20	
23187	Aug-21	-	3,474.00	6,948.00	9,345.00	-	19,767.00	\$	1,002,008.25	\$	50,100.41	\$	1,052,108.66	
23219	Sep-21	-	11,562.00	26,646.00	28,410.00	-	66,618.00	\$	930,447.00	\$	46,522.35	\$	976,969.35	
23256	Oct-21	-	37,520.00	79,664.00	77,874.00	-	195,058.00	\$	2,736,049.50	\$	136,802.48	\$	2,872,851.98	
23256 (Hauling expense)							435,287.28	\$	21,764.36	\$	457,051.64			
Mobilization 1	2018							\$	1,000,000.00	\$	50,000.00	\$	1,050,000.00	
Mobilization 2	2019							\$	500,000.00	\$	25,000.00	\$	525,000.00	
Mobilization 3	2020							\$	600,000.00	\$	30,000.00	\$	630,000.00	
Stripping Lumpsum (240)								\$	250,000.00	\$	12,500.00	\$	262,500.00	
<b>Total</b>		<b>392,321</b>	<b>302,258</b>	<b>525,699</b>	<b>541,202</b>	<b>4,170</b>	<b>1,765,650</b>	-	<b>28,101,555.03</b>	<b>1,405,077.75</b>	<b>29,506,632.79</b>			

Production as measured and verified by AFDE	260,329.00	276,036.65	293,134.80	427,423.20	4,170.00	1,261,093.65
Difference	131,992.00	26,221.35	232,564.20	113,778.80	-	504,556.35
<b>Extended Cost net of GST</b>	<b>1,748,894.00</b>	<b>367,098.90</b>	<b>3,546,604.05</b>	<b>1,450,679.70</b>	-	<b>7,113,276.65</b>
<b>GST</b>	<b>87,444.70</b>	<b>18,354.95</b>	<b>177,330.20</b>	<b>72,533.99</b>	-	<b>355,663.83</b>
<b>Extended cost inclusive of GST</b>	<b>1,836,338.70</b>	<b>385,453.85</b>	<b>3,723,934.25</b>	<b>1,523,213.69</b>	-	<b>7,468,940.48</b> [1]

Batch data Consumption (from Batch Data Summary worksheet)	151,609.43	171,426.92	176,379.71	336,554.95	-	835,971.01
Less:						
Consumption per AFDE at October 31, 2021	151,417.00	170,501.00	175,284.00	331,629.00	-	828,831.00
Grout consumption not included in AFDE totals	-	-	-	4,063.25	-	4,063.25
Consumption by PRHP up to October 31, 2021	39.76	44.24	44.24	81.20	-	209.44
Difference	152.67	881.68	1,051.47	781.50	-	2,867.32
<b>Cost of difference</b>	<b>\$ 2,022.88</b>	<b>\$ 12,343.53</b>	<b>\$ 16,034.98</b>	<b>\$ 9,964.09</b>		<b>\$ 40,365.48</b>

## From AFDE:

	40-20mm (MT)	20-10mm (MT)	14-5mm (MT)	Sand (MT)	Abrasive	Total
Stockpile (m <sup>3</sup> ) (From Drone Report)	68,070	63,961	69,324	53,219		
Bulk Density	1.60	1.65	1.70	1.80		
Stockpile (ton)	108,912	105,536	117,851	95,794		428,093
Aggregate consumption	151,417	170,501	175,284	331,629	4,170	833,001
Total Aggregate Production	260,329	276,037	293,135	427,423	4,170	1,261,094

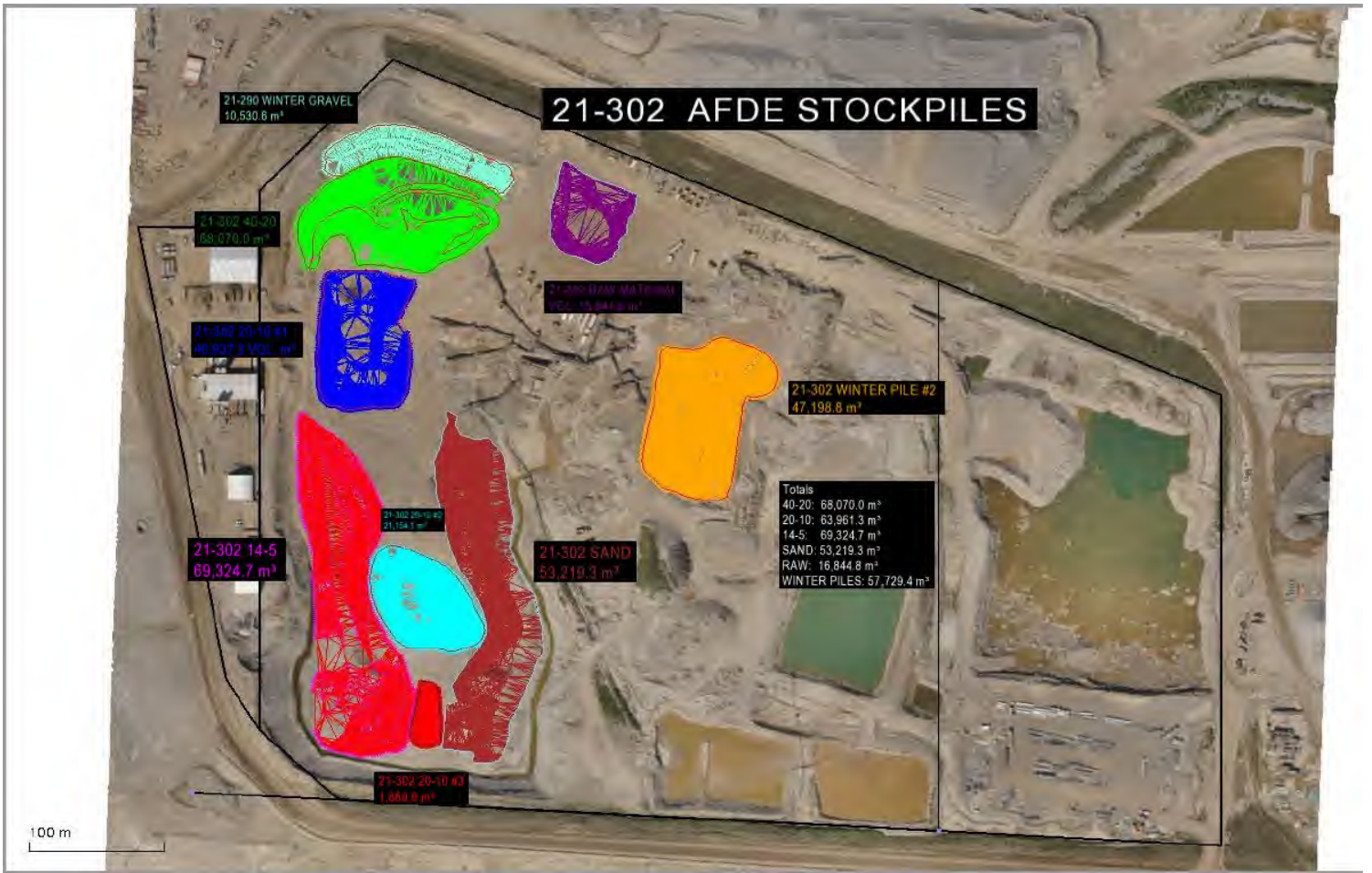
## Invoices Held:

23219	\$	976,969.36
23256	\$	3,326,753.63
<b>Total</b>	\$	<b>4,303,722.99</b> [3]

Amount owed to RMC Construction Materials Ltd. \$ 3,165,217.49 [1] - [3] from above

## RMC Construction Materials Ltd. Batch Record Summary

Row Labels	Sum of Volume	Sum of 10mm: Actual	Sum of 14mm: Actual	Sum of 20mm: Actual	Sum of 28mm: Actual	Sum of 40mm: Actual	Sum of SAND: Actual	Sum of SAND2: Actual	Sum of FLY ASH: Actual	Sum of TYPE-10: Actual
<b>2018</b>	<b>20,987</b>	<b>42,690</b>	<b>7,430,240</b>	<b>7,491,614</b>	<b>9,614,373</b>	<b>111,788</b>	<b>13,968,846</b>		<b>2,365,230</b>	<b>4,271,607</b>
Jun	182	42,690		9,275	4,915	12,360	38,565		51,390	51,413
Jul	1,518		443,713	560,775	664,395		986,035			443,876
Aug	871		363,640	362,570	224,855		611,365		65,282	222,249
Sep	7,024		2,542,525	2,513,995	3,387,580		4,708,865		864,272	1,320,916
Oct	4,317		1,547,763	1,516,325	2,052,435		2,879,840		533,302	815,860
Nov	4,089		1,474,786	1,473,819	1,875,853	88,033	2,779,943		480,579	803,529
Dec	2,987		1,057,813	1,054,855	1,404,340	11,395	1,964,233		370,405	613,764
<b>2019</b>	<b>93,695</b>		<b>36,491,577</b>	<b>35,919,993</b>	<b>27,097,039</b>	<b>5,273,138</b>	<b>67,789,564</b>		<b>11,764,553</b>	<b>19,253,842</b>
Jan	2,643		942,325	945,845	1,242,933	3,840	1,738,885		326,669	539,282
Feb	3,109		1,441,518	1,314,430	617,980	3,730	2,118,450		409,582	632,948
Mar	7,402		2,964,414	2,810,801	2,586,478		5,032,966		959,263	1,541,602
Apr	7,688		2,719,656	2,682,947	3,398,233		5,207,240		960,924	1,579,821
May	9,817		3,591,587	3,616,316	3,543,833		7,055,648		1,217,157	1,999,706
Jun	8,918		3,308,726	3,336,156	3,079,518		6,515,525		1,110,260	1,829,289
Jul	9,033		3,442,535	3,435,030	2,495,210	590,570	6,631,218		1,126,633	1,852,903
Aug	9,697		3,713,078	3,695,425	1,671,705	1,735,588	7,110,540		1,208,544	1,993,690
Sep	9,781		3,804,100	3,765,440	2,093,960	1,219,075	7,207,255		1,219,421	2,009,840
Oct	7,606		3,154,640	3,064,425	1,388,015	943,360	5,701,916		961,544	1,564,698
Nov	11,483		4,777,175	4,656,505	2,811,791	776,975	8,582,146		1,451,916	2,367,869
Dec	6,521		2,631,823	2,596,673	2,167,383		4,887,775		812,640	1,342,194
<b>2020</b>	<b>139,343</b>	<b>58,185</b>	<b>56,389,911</b>	<b>54,908,727</b>	<b>7,765</b>	<b>47,789,886</b>	<b>104,054,971</b>		<b>16,781,949</b>	<b>28,636,265</b>
Jan	5,537		2,239,865	2,193,991		1,873,685	4,167,500		678,699	1,126,128
Feb	11,361		4,632,208	4,524,198	7,765	3,829,653	8,617,388		1,349,911	2,291,719
Mar	6,212		2,461,835	2,448,471		2,042,626	4,692,025		733,817	1,239,626
May	211		82,625	81,910		73,465	152,350		26,891	48,584
Jun	8,505		3,500,273	3,385,443		2,899,428	6,454,075		1,030,378	1,733,493
Jul	16,157		6,589,728	6,370,185		5,629,980	12,167,692		1,943,101	3,265,589
Aug	19,997		8,186,110	7,802,493		6,952,665	14,851,028		2,402,361	4,034,782
Sep	23,140		9,481,548	9,100,180		7,968,625	17,099,883		2,806,103	4,751,441
Oct	19,075	3,390	7,712,686	7,556,358		6,589,888	14,070,811		2,307,169	3,951,890
Nov	17,850		7,040,128	7,067,407		6,120,088	13,298,084		2,153,937	3,797,615
Dec	11,300	54,795	4,462,905	4,378,091		3,809,783	8,484,135		1,349,582	2,395,398
<b>2021</b>	<b>225,035</b>		<b>89,369,456</b>	<b>84,227,700</b>		<b>70,115,721</b>	<b>155,068,869</b>	<b>21,365,620</b>	<b>25,103,857</b>	<b>50,015,311</b>
Jan	11,702		4,566,648	4,569,525		4,036,520	8,828,550		1,323,118	2,471,474
Feb	12,207		5,073,353	4,858,053		3,851,960	9,031,361		1,378,710	2,616,103
Mar	18,203		7,280,395	7,200,225		6,138,391	13,446,725		1,898,976	4,133,014
Apr	18,843		7,506,255	7,460,955		6,400,613	13,897,115		1,941,890	4,388,288
May	24,745		9,962,890	9,752,300		8,374,605	18,138,410		2,626,467	5,747,250
Jun	20,483		6,963,250	6,924,435		5,931,430	10,232,735	7,733,145	2,386,418	4,230,459
Jul	22,966		8,852,090	8,594,636		7,323,925	5,176,880	13,069,170	2,497,466	5,101,763
Aug	20,520		8,196,470	8,110,625		6,981,394	14,749,820	563,305	2,151,182	4,731,709
Sep	23,377		8,808,285	8,294,835		6,981,363	19,464,795		2,692,100	5,002,270
Oct	20,459		8,757,475	7,340,998		5,695,240	16,409,555		2,387,043	4,577,387
Nov	20,443		8,649,290	6,906,708		5,094,440	17,237,670		2,549,275	4,469,505
Dec	11,087		4,753,055	4,214,405		3,305,840	8,455,253		1,271,212	2,546,089
<b>2022</b>	<b>2,568</b>		<b>1,122,760</b>	<b>938,000</b>		<b>698,103</b>	<b>2,049,465</b>		<b>308,752</b>	<b>584,004</b>
Jan	2,568		1,122,760	938,000		698,103	2,049,465		308,752	584,004
<b>Grand Total</b>	<b>481,628</b>	<b>100,875</b>	<b>190,803,944</b>	<b>183,486,034</b>	<b>36,719,177</b>	<b>123,988,636</b>	<b>342,931,715</b>	<b>21,365,620</b>	<b>56,324,341</b>	<b>102,761,029</b>
<b>Kg Up to October 31, 2022</b>		100,875	176,278,839	171,426,921	36,719,177	114,890,253	315,189,327	21,365,620	52,195,102	95,161,431
<b>Mt Up to October 31, 2022</b>		101	176,279	171,427	36,719	114,890	315,189	21,366	52,195	95,161



**PRHP Volume up to October 31, 2021**

<b>Mix</b>	<b>Qty</b>	<b>40-20mm</b>	<b>20-10mm</b>	<b>14-5mm</b>	<b>Sand</b>
B3-335-1	112	39.76	44.24	44.24	81.2

**Grout Consumption up to October 31, 2021**

<b>Mix</b>	<b>Qty</b>	<b>40-20mm</b>	<b>20-10mm</b>	<b>14-5mm</b>	<b>Sand</b>
<i>Mix Proportions</i>		0	0	0	1.7
GR32G12F	2390.25	0	0	0	4063.425

Grout provided throughout project is not summarized by AFDE totals but is considered when reviewing batch records

# APPENDIX “H”

Email Correspondence between AFDE and the Receiver

**From:** [Michael Dieleman](#)  
**To:** [Powell, Tom](#)  
**Cc:** [Helkaa, Deryck](#); [Shierman, Lindsay](#)  
**Subject:** [EXTERNAL] RE: RBee Aggregate Consulting Ltd - in Receivership  
**Date:** Friday, April 29, 2022 4:48:26 PM

---

Tom – It is true that AFDE conducted surveys of aggregate stockpiles but this was done for AFDE’s Quality Control processes, not billing. The objective of AFDE’s surveys was to satisfy BC Hydro QC requirements and to know if there was sufficient aggregate in the stockpiles to meet AFDE’s anticipated concrete volume requirements from RMC.

Regards,

**Michael Dieleman**  
**Senior Legal Counsel**  
**Phone:** 236.317.4979 | **Mobile:** 604.812.5482

---

**From:** Powell, Tom <Tom.Powell@fticonsulting.com>  
**Sent:** April 27, 2022 4:00 PM  
**To:** Michael Dieleman <MDieleman@aecon.com>  
**Cc:** Helkaa, Deryck <Deryck.Helkaa@fticonsulting.com>; Shierman, Lindsay <Lindsay.Shierman@fticonsulting.com>  
**Subject:** RE: RBee Aggregate Consulting Ltd - in Receivership

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- To learn more, visit Aecon’s CyberSecurity portal (Intranet > IS > CyberSecurity).

Our understanding is that there are surveys of aggregate stockpiles performed or commissioned by AFDE. RBee’s accounts receivable dispute concerns quantity discrepancies so we would like to talk to the parties that conducted the surveys. If this is not AFDE then please confirm who we should be speaking with.

Tom

---

**From:** Michael Dieleman <MDieleman@aecon.com>  
**Sent:** Wednesday, April 27, 2022 2:52 PM  
**To:** Powell, Tom <Tom.Powell@fticonsulting.com>  
**Cc:** Helkaa, Deryck <Deryck.Helkaa@fticonsulting.com>; Shierman, Lindsay

<[Lindsay.Shierman@fticonsulting.com](mailto:Lindsay.Shierman@fticonsulting.com)>

**Subject:** [EXTERNAL] RE: RBee Aggregate Consulting Ltd - in Receivership

Tom – If your query is limited to those two items, a call is not needed and we can share the following:

While AFDE has no contract with RBee, AFDE is aware that RBee has crushed aggregate for RMC, our concrete subcontractor. As you may know, aggregate is a key ingredient in concrete. In any event, there are no amounts outstanding on our subcontract with RMC. RMC would be able to provide you with details as to how much aggregate they've obtained from RBee.

Regards,

**Michael Dieleman**  
**Senior Legal Counsel**  
**Phone:** 236.317.4979 | **Mobile:** 604.812.5482

---

**From:** Powell, Tom <[Tom.Powell@fticonsulting.com](mailto:Tom.Powell@fticonsulting.com)>  
**Sent:** April 27, 2022 12:19 PM  
**To:** Michael Dieleman <[MDieleman@aecon.com](mailto:MDieleman@aecon.com)>  
**Cc:** Helkaa, Deryck <[Deryck.Helkaa@fticonsulting.com](mailto:Deryck.Helkaa@fticonsulting.com)>; Shierman, Lindsay <[Lindsay.Shierman@fticonsulting.com](mailto:Lindsay.Shierman@fticonsulting.com)>  
**Subject:** RE: RBee Aggregate Consulting Ltd - in Receivership

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- To learn more, visit Aecon's CyberSecurity portal (Intranet > IS > CyberSecurity).

Hi Michael,

Thank you for the reply.

We aren't requesting disclosure of confidential business records at this stage but would like an initial call to understand the RBee's role as a subcontractor and what records exist that may be relevant to FTI's administration of the receivership and RBee's significant unpaid accounts in respect of the project. I don't believe further direction of the Court is required for such a discussion. To the extent that we require confidential documents then we can discuss how to approach that in due course.

Please let us know a convenient time for an introductory call and we can circulate an invite.



Tom

**Tom Powell**

Senior Managing Director  
Corporate Finance

**FTI Consulting**

+1 604.484.9525 T | +1 604.551.9881 M  
[tom.powell@fticonsulting.com](mailto:tom.powell@fticonsulting.com)

---

**From:** Michael Dieleman <[MDieleman@aecon.com](mailto:MDieleman@aecon.com)>  
**Sent:** Wednesday, April 27, 2022 12:03 PM  
**To:** Powell, Tom <[Tom.Powell@fticonsulting.com](mailto:Tom.Powell@fticonsulting.com)>  
**Cc:** Helkaa, Deryck <[Deryck.Helkaa@fticonsulting.com](mailto:Deryck.Helkaa@fticonsulting.com)>; Shierman, Lindsay <[Lindsay.Shierman@fticonsulting.com](mailto:Lindsay.Shierman@fticonsulting.com)>  
**Subject:** [EXTERNAL] RE: RBee Aggregate Consulting Ltd - in Receivership

Tom – This has now landed on my desk. I’m inhouse counsel to Aecon and I act on behalf of AFDE. While I acknowledge the court order provides broad powers to the receiver to obtain information in respect of RBee, I don’t see an obligation for AFDE to provide FTI with its confidential business records in respect of one of its subcontractors (RMC), particularly when doing so could result in such records being disclosed more broadly as part of public court proceeding. As stated below, AFDE has no contracts with RBee. AFDE has no “Property” of RBee. If you could provide additional information detailing your view of your entitlement to our records, it would be helpful. Perhaps you could seek further direction from the court; we would be happy to comply with a court order that indicated the intent was to include entities for which there is no privity of contract with RBee and that AFDE’s records are specifically perceived as critical/relevant to the receiver performing its function. Albeit, it appears your efforts would be better directed to RMC. As I am sure you can appreciate, it is not our policy to disclose internal documents that may contain commercially sensitive and/or proprietary information.

Regards,

**Michael Dieleman**  
**Senior Legal Counsel**  
**Phone:** 236.317.4979 | **Mobile:** 604.812.5482

---

**From:** Powell, Tom <[Tom.Powell@fticonsulting.com](mailto:Tom.Powell@fticonsulting.com)>  
**Sent:** Tuesday, April 26, 2022 11:19 AM  
**To:** Guilherme Weinem <[Guilherme.Weinem@afde.ca](mailto:Guilherme.Weinem@afde.ca)>  
**Cc:** Helkaa, Deryck <[Deryck.Helkaa@fticonsulting.com](mailto:Deryck.Helkaa@fticonsulting.com)>; Shierman, Lindsay <[Lindsay.Shierman@fticonsulting.com](mailto:Lindsay.Shierman@fticonsulting.com)>  
**Subject:** RE: RBee Aggregate Consulting Ltd - in Receivership

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- To learn more, visit Aecon's CyberSecurity portal (Intranet > IS > CyberSecurity).

Hi Guilherme,

Thank you for the reply.

RBee is a significant unpaid subcontractor on the project and FTI, in its capacity as Receiver of RBee, requires information from AFDE. Attached for reference is the Court Order and we draw your attention to paragraph 5 regarding duty to provide access and co-operation to the Receiver.

If you are not the appropriate person to respond to this, could you please direct us to the appropriate contact at AFDE which may either be a senior operations manager or AFDE's general counsel.

Thanks,

Tom

**Tom Powell**

Senior Managing Director  
Corporate Finance

**FTI Consulting**

+1 604.484.9525 T | +1 604.551.9881 M  
[tom.powell@fticonsulting.com](mailto:tom.powell@fticonsulting.com)

---

**From:** Guilherme Weinem <[Guilherme.Weinem@afde.ca](mailto:Guilherme.Weinem@afde.ca)>

**Sent:** Tuesday, April 26, 2022 8:17 AM

**To:** Shierman, Lindsay <[Lindsay.Shierman@fticonsulting.com](mailto:Lindsay.Shierman@fticonsulting.com)>

**Subject:** [EXTERNAL] RE: RBee Aggregate Consulting Ltd - in Receivership

Hi Lindsay,

RBee is a subcontractor to RMC Construction Materials. I am an AFDE employee, and we have no ties with RBee Aggregate Consulting.

Regards,

**Guilherme Weinem**

**Aecon-Flatiron-Dragados-EBC Partnership**  
Site C Project – GSS Civil Works | [afde.ca](http://afde.ca)

---

**From:** Shierman, Lindsay <[Lindsay.Shierman@fticonsulting.com](mailto:Lindsay.Shierman@fticonsulting.com)>  
**Sent:** Monday, April 25, 2022 12:52 PM  
**To:** Guilherme Weinem <[Guilherme.Weinem@afde.ca](mailto:Guilherme.Weinem@afde.ca)>  
**Subject:** FW: RBee Aggregate Consulting Ltd - in Receivership  
**Importance:** High

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- To learn more, visit Aecon's CyberSecurity portal (Intranet > IS > CyberSecurity).

Hello Guilherme,

In follow up to my emails on March 30, 2022 and April 13, 2022 (both below), I'm writing to emphasize that we are contacting you in capacity as an appointed Officer of the Court of Queen's Bench of Alberta as receiver and manager of the all the assets, undertakings and properties of RBee Aggregate Consulting Ltd.

A copy of the Receivership Order is attached for your reference.

We respectfully request that you respond to our requests below to connect to discuss the Site C Project and RBee Aggregates crushing contract.

If you are not the appropriate person to be contacting we ask that you please provide contact information for whom we should be reaching out to.

Kind Regards

**Lindsay Shierman**  
+1.403.454.6036 D | +1.587.581.0361 M  
[lindsay.shierman@fticonsulting.com](mailto:lindsay.shierman@fticonsulting.com)

---

**From:** Shierman, Lindsay  
**Sent:** Wednesday, April 13, 2022 12:15 PM  
**To:** [Guilherme.Weinem@afde.ca](mailto:Guilherme.Weinem@afde.ca)  
**Cc:** Powell, Tom <[Tom.Powell@fticonsulting.com](mailto:Tom.Powell@fticonsulting.com)>; Helkaa, Deryck <[Deryck.Helkaa@fticonsulting.com](mailto:Deryck.Helkaa@fticonsulting.com)>  
**Subject:** RE: RBee Aggregate Consulting Ltd - in Receivership  
**Importance:** High

Good afternoon Guilherme,

I am writing in follow up to my initial email (please see below) sent on March 30<sup>th</sup>. We would like to schedule a call with you to discuss RBee's operations as part of the Site C Project. Please advise a time either tomorrow or early next week for a call.

Kind Regards

**Lindsay Shierman, CPA CA**  
Managing Director, Corporate Finance & Restructuring

**FTI Consulting**

+1.403.454.6036 D | +1.587.581.0361 M  
[lindsay.shierman@fticonsulting.com](mailto:lindsay.shierman@fticonsulting.com)

Suite 1610, 520 5<sup>th</sup> Avenue SW  
Calgary, AB T2P 3R7 Canada  
[www.fticonsulting.com](http://www.fticonsulting.com)

---

**From:** Shierman, Lindsay  
**Sent:** Wednesday, March 30, 2022 3:44 PM  
**To:** 'Guilherme.Weinem@afde.ca' <[Guilherme.Weinem@afde.ca](mailto:Guilherme.Weinem@afde.ca)>  
**Subject:** RBee Aggregate Consulting Ltd - in Receivership

Good afternoon Guilherme,

As you may be aware, on March 11, 2022, FTI Consulting Canada Inc. was appointed as Receiver pursuant to the an Order of the Court of Queen's Bench of Alberta of all the assets, undertakings and properties of RBee Aggregate Consulting Ltd. ("RBee" or the "Company"). All information pertaining to the Receivership Proceedings can be found on the Receivers website: <http://cfcanada.fticonsulting.com/Rbee/>

Pursuant to the Order, we are currently reviewing RBee's affairs and would like to speak with you regarding the Company's operations as a subcontractor to RMC on the Site C Project. It is our understanding that you were the Aggregate Manager on the project and one of RBees key contacts at AFDE.

Please let me know if either tomorrow or Friday might work to setup a call with this.

Kind Regards

**Lindsay Shierman, CPA CA**  
Managing Director, Corporate Finance & Restructuring

**FTI Consulting**

+1.403.454.6036 D | +1.587.581.0361 M  
[lindsay.shierman@fticonsulting.com](mailto:lindsay.shierman@fticonsulting.com)

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Calgary, AB T2P 3R7 Canada  
[www.fticonsulting.com](http://www.fticonsulting.com)

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# APPENDIX “I”

July 20 Letter



Blake, Cassels & Graydon LLP  
 Barristers & Solicitors  
 Patent & Trademark Agents  
 855 - 2nd Street S.W.  
 Suite 3500, Bankers Hall East Tower  
 Calgary AB T2P 4J8 Canada  
 Tel: 403-260-9600 Fax: 403-260-9700

**James Reid**

Associate

Dir: 403-260-9731

james.reid@blakes.com

Reference: 00099766/000019

July 20, 2022

**VIA E-MAIL**

[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)

**Dentons Canada LLP**  
 2500 Stantec Tower  
 10220 – 103 Avenue NW  
 Edmonton, AB T5J 0K4

Attention: Chris B. Zelyas

**Re:** Supplier Agreement dated May 7, 2018 between Rbee Aggregate Ltd. ("Rbee") and RMC Construction Materials Ltd. ("RMC") (the "**Supplier Agreement**")

---

Dear Sir:

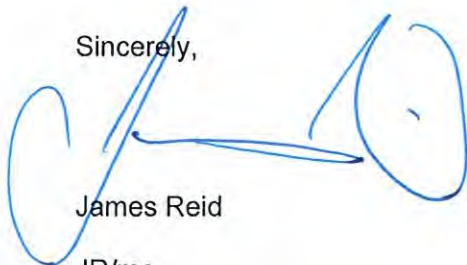
We have been retained by FTI Consulting Canada Inc. (the "**Receiver**"), the Court-appointed receiver of all the assets, undertakings and properties of Rbee, in respect of this matter.

We have reviewed the Supplier Agreement, the background correspondences between you and the Receiver's primary counsel, and have made inquiries of the factual matters raised in those correspondences. Based on our review, we are of the view there is no legal or factual basis upon which RMC can rely to not pay the outstanding invoices issued by Rbee to RMC pursuant to the Supplier Agreement in the amount of \$4,485,500 (the "**Outstanding Amounts**").

If RMC fails to make payment of the Outstanding Amounts by way of certified cheque, bank draft or other immediately payable funds by no later than 4:00 pm, Calgary time, on August 3, 2022, the Receiver intends to bring an application before the Commercial List of the Court of Queen's Bench of Alberta (the "**Court**") in the receivership proceedings of Rbee for, among other things, a declaration that the Outstanding Amounts are valid, due and owing by RMC to Rbee.

We look forward to receiving payment of the Outstanding Amounts.

Sincerely,



James Reid

JR/mc

31580355.2

# APPENDIX “J”

August 2 Email



**Shierman, Lindsay**

---

**To:** Reid, James  
**Subject:** Claim against RMC based on Rbee Invoices

---

**From:** Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)>  
**Sent:** Tuesday, August 2, 2022 5:30 PM  
**To:** Reid, James <[james.reid@blakes.com](mailto:james.reid@blakes.com)>  
**Subject:** Claim against RMC based on Rbee Invoices

External Email | Courrier électronique externe

James,

I've reviewed your July 20, 2022 letter (attached) with our client.

We strongly disagree with your statement that “there is no legal or factual basis upon which RMC can rely to not pay the outstanding invoices issued by Rbee to RMC pursuant to the Supplier Agreement in the amount of \$4,485,000 (the “**Outstanding Amounts**”). As previously explained to the Receiver’s other legal counsel, the legal and factual basis for non-payment of the invoices is straight-forward: Rbee significantly overbilled RMC in excess of \$6,000,000 with respect to the aggregate actually produced on-site. This overbilling is supported by contemporaneous production and survey records. The Supplier Agreement did not permit such overbilling—rather, Rbee was to be paid based on actual amounts of aggregate produced. There is no basis for Rbee’s claim, and RMC intends to vigorously defend against any such claim.

We also object to the procedure you propose for addressing this matter. In the circumstances, where we clearly have significant disagreement on the underlying facts of the matter, it would be inappropriate for the Court to grant a summary declaration that any amount is due and owing by RMC to Rbee. It would also be inappropriate to seek to determine this matter on the Commercial List—this is a contractual claim, and is not a matter of any urgency. The appropriate way to pursue Rbee’s alleged claim would be to file a Statement of Claim and to go through the normal litigation process. Attempting to circumvent this process through an application to have the debt declared to be “valid, due and owing” is not proper.

I’m happy to discuss the way forward at your convenience, but can say that our client will be seeking full costs if you proceed in the manner suggested in your letter.

Best,



**Chris B. Zelyas**  
 Partner

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# APPENDIX “K”

Email thread between Counsels

## Shierman, Lindsay

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**From:** Reid, James <james.reid@blakes.com>  
**Sent:** Tuesday, October 25, 2022 3:40 PM  
**To:** Zelyas, Chris  
**Cc:** Bourassa, Kelly; Gabor, Sam  
**Subject:** RE: Claim against RMC based on Rbee Invoices

Thanks Chris. We were waiting to hear from you before we spent time finalizing any materials.

We will work to finalize and file the Receiver's Application and Report this week. We can then discuss what adjustments need to be made to the proposed litigation schedule and process.

Sincerely,

**James Reid**  
 Associate  
[james.reid@blakes.com](mailto:james.reid@blakes.com)  
 T. +1-403-260-9731  
 C. +1-403-669-1930

---

**From:** Zelyas, Chris <chris.zelyas@dentons.com>  
**Sent:** Tuesday, October 25, 2022 10:00 AM  
**To:** Reid, James <james.reid@blakes.com>  
**Cc:** Bourassa, Kelly <kelly.bourassa@blakes.com>; Gabor, Sam <sam.gabor@dentons.com>  
**Subject:** RE: Claim against RMC based on Rbee Invoices

### External Email | Courrier électronique externe

Hi James. Thanks for the call last week.

Following up on that, can you please provide your application materials to us? Based on review of those, we'll be in a better position to determine whether we're okay to proceed as you've suggested or whether we'd like to proceed with an alternative process (such as an expedited mini trial or something else).

Let us know if that works on your end.

Best,

Chris



**Chris B. Zelyas**  
 Partner

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**From:** Reid, James <[james.reid@blakes.com](mailto:james.reid@blakes.com)>  
**Sent:** Tuesday, October 18, 2022 6:27 PM  
**To:** Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)>  
**Cc:** Bourassa, Kelly <[kelly.bourassa@blakes.com](mailto:kelly.bourassa@blakes.com)>; Gabor, Sam <[sam.gabor@dentons.com](mailto:sam.gabor@dentons.com)>  
**Subject:** Re: Claim against RMC based on Rbee Invoices

**[WARNING: EXTERNAL SENDER]**

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Sounds good How does 3 pm look for you?

Sincerely,

**James Reid**  
Associate  
[james.reid@blakes.com](mailto:james.reid@blakes.com)  
T. +1-403-260-9731  
C. +1-403-669-1930

On Oct 18, 2022, at 5:52 PM, Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)> wrote:

**External Email | Courrier électronique externe**

James,

Further to the below, do you have time tomorrow afternoon to discuss the procedure and process for this matter? Sam Gabor of our Calgary office has been roped into the file and will also be on the call. We're available after 2:30 tomorrow afternoon. Let us know what works for you and I'll circulate an invite.

Best,



**Chris B. Zelyas**  
Partner

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**From:** Reid, James <[james.reid@blakes.com](mailto:james.reid@blakes.com)>  
**Sent:** Wednesday, October 12, 2022 12:23 PM  
**To:** Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)>  
**Cc:** Bourassa, Kelly <[kelly.bourassa@blakes.com](mailto:kelly.bourassa@blakes.com)>  
**Subject:** RE: Claim against RMC based on Rbee Invoices

**[WARNING: EXTERNAL SENDER]**

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Good morning Chris,

As you will have seen from the attached Webex Confirmation, we booked a half-day hearing for November 29 commencing at 1000. We are hoping that parties can agree to a filing schedule to ensure everyone is ready to proceed on the 29<sup>th</sup>. Please let us know if you agree with the following schedule:

1. Receiver files its application and report by October 24.
2. RMC completes interrogatories on the report by October 28.
3. RMC files its evidence by November 7.
4. Cross examinations on RMC evidence to be completed by November 11.
5. Parties briefs due November 18.
6. Short reply briefs (5 pages max), if any, due November 22.

Sincerely,

**James Reid**  
Associate  
[james.reid@blakes.com](mailto:james.reid@blakes.com)  
T. +1-403-260-9731  
C. +1-403-669-1930

---

**From:** Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)>  
**Sent:** Monday, September 19, 2022 9:23 AM  
**To:** Reid, James <[james.reid@blakes.com](mailto:james.reid@blakes.com)>  
**Cc:** Bourassa, Kelly <[kelly.bourassa@blakes.com](mailto:kelly.bourassa@blakes.com)>  
**Subject:** RE: Claim against RMC based on Rbee Invoices

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James,

Thanks for the follow-up.

We remain of the view that this matter is fundamentally unsuitable for a summary determination given the dispute over the underlying facts. We will be seeking elevated costs if your client nonetheless opts to pursue this route despite our warning to this effect.

However, should you wish to pursue the matter on the commercial list, that is your prerogative. My only request is that we look at dates later in November due to a conflicting hearing I have scheduled in early November. I can make any of November 24, 25, 29 or 30 work.

Best,



**Chris B. Zelyas**  
Partner

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**From:** Reid, James <[james.reid@blakes.com](mailto:james.reid@blakes.com)>  
**Sent:** Monday, September 19, 2022 8:54 AM  
**To:** Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)>  
**Cc:** Bourassa, Kelly <[kelly.bourassa@blakes.com](mailto:kelly.bourassa@blakes.com)>  
**Subject:** RE: Claim against RMC based on Rbee Invoices

**[WARNING: EXTERNAL SENDER]**

Morning Chris,

I am following up on my e-mail below and our voice message exchange from last week. Since we have not heard from you on timing and the Commercial List is quickly booking up, we will proceed to schedule a half-day hearing the week of October 31 – November 4 before Justice Horner. Please let us know if there are particular dates that may not work for you.

Sincerely,

**James Reid**  
Associate

[james.reid@blakes.com](mailto:james.reid@blakes.com)

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C. +1-403-669-1930

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**From:** Reid, James

**Sent:** Friday, September 9, 2022 10:39 AM

**To:** Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)>

**Cc:** Bourassa, Kelly <[KELLY.BOURASSA@blakes.com](mailto:KELLY.BOURASSA@blakes.com)>

**Subject:** RE: Claim against RMC based on Rbee Invoices

Chris,

Further to the below correspondence and the Receiver's demands for payment of the unpaid invoices issued to your client, RMC, by Rbee, the Receiver is looking to schedule a half-day hearing for this matter before the Commercial List in the Receivership Proceedings of Rbee.

We are of the view that the Commercial Court is the appropriate forum to resolve this matter as it falls squarely within the situation in the recent *Mundo Media* case (attached), where the Receivership Court found the single proceeding model is not limited to claims against a debtor, it also applies to claims advanced by the debtor against third parties. The Court in *Mundo Media* found that justice and practicality demands that mutual claims of parties be resolved in the Receivership Proceedings.

In this regard we are looking to book a half-day hearing the week of October 31 – November 4 before Justice Horner, or the week of November 7 – 10 before Justice Jones. Please let us know if any dates do not work and if we can agree to a litigation schedule in advance of the hearing.

Sincerely,

**James Reid**

Associate

[james.reid@blakes.com](mailto:james.reid@blakes.com)

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C. +1-403-669-1930

---

**From:** Zelyas, Chris <[chris.zelyas@dentons.com](mailto:chris.zelyas@dentons.com)>

**Sent:** Tuesday, August 2, 2022 5:30 PM

**To:** Reid, James <[james.reid@blakes.com](mailto:james.reid@blakes.com)>

**Subject:** Claim against RMC based on Rbee Invoices

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James,

I've reviewed your July 20, 2022 letter (attached) with our client.

We strongly disagree with your statement that “there is no legal or factual basis upon which RMC can rely to not pay the outstanding invoices issued by Rbee to RMC pursuant to the Supplier Agreement in the amount of \$4,485,000 (the “**Outstanding Amounts**”). As previously explained to the Receiver’s other legal counsel, the legal and factual basis for non-payment of the invoices is straight-forward: Rbee significantly overbilled RMC in excess of \$6,000,000 with respect to the aggregate actually produced on-site. This overbilling is supported by contemporaneous production and survey records. The Supplier Agreement did not permit such overbilling—rather, Rbee was to be paid based on actual amounts of aggregate produced. There is no basis for Rbee’s claim, and RMC intends to vigorously defend against any such claim.

We also object to the procedure you propose for addressing this matter. In the circumstances, where we clearly have significant disagreement on the underlying facts of the matter, it would be inappropriate for the Court to grant a summary declaration that any amount is due and owing by RMC to Rbee. It would also be inappropriate to seek to determine this matter on the Commercial List—this is a contractual claim, and is not a matter of any urgency. The appropriate way to pursue Rbee’s alleged claim would be to file a Statement of Claim and to go through the normal litigation process. Attempting to circumvent this process through an application to have the debt declared to be “valid, due and owing” is not proper.

I’m happy to discuss the way forward at your convenience, but can say that our client will be seeking full costs if you proceed in the manner suggested in your letter.

Best,



**Chris B. Zelyas**  
Partner

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