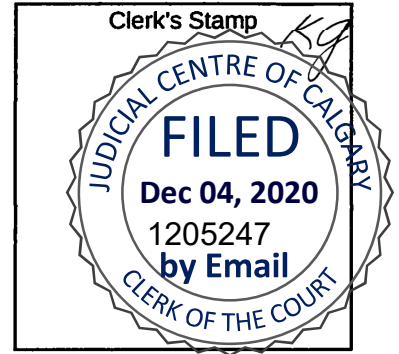


COURT FILE NUMBER 2001-09957
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF WHIRLYBYRDS INC.
DEFENDANT STILLWATER SUPPLY CORP. and
COALSPUR MINES (OPERATIONS) LTD.

**DOCUMENT AFFIDAVIT OF RODNEY WICK,
SWORN ON December 3, 2020**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
ACHIEVE LEGAL
Terrance A. Meyers, Barrister & Solicitor
File #: 2020-C0005-M01
Mail: 14 - 900 Village Ln., PMB #150
Okotoks, AB T1S 1Z6
E-Mail: t.meyers@achievelegal.ca
Phone: 587-997-1254



I, Rodney Wick, of Rocky View County, Alberta, SWEAR THAT:

1. I am a director of the Plaintiff Whirlybyrds Inc. ("Whirlybyrds") and have personal knowledge of the following information, except where I state that it is based on information from another person, in which case, I believe that information to be true.
2. Whirlybyrds entered into a contract with Stillwater Supply Corp. ("Stillwater") on November 19, 2019 in which Whirlybyrds agreed to rent Stillwater:
 - a. Five (5) KW7000 centrifuges;
 - b. One (1) KW5200 centrifuge; and,
 - c. Two (2) trained personnel on site

(collectively, the "Equipment and Personnel") on terms which were detailed in the contract (the "Rental Agreement"). A copy of the Rental Agreement is attached as Exhibit "A" to this Affidavit.

3. I have reviewed the records of Whirlybyrds and do verily believe that the Equipment and Personnel were accepted by Stillwater on December 10, 2019 and was delivered to Bighorn Mine, located on various parcels across lands legally described as 10-51-23 W5 ("Bighorn Mine"). A copy of the invoices issued by Whirlybyrds for December 2019 and January 2020 in respect thereof is attached as Exhibit "B" to this Affidavit.

4. Whirlybyrds has never received payment from Stillwater in respect of the Rental Agreement. On January 14, 2020, Whirlybyrds took back possession of the Equipment and Personnel, to protect the equipment from damage or any other problems that might arise, and invoiced Stillwater for the balance owing according to the terms of the Rental Agreement. A copy of the final invoice is attached as Exhibit "C" to this Affidavit.
5. The Equipment remained unavailable for use by anybody but Stillwater after it was returned to Whirlybyrds' yard. In my experience, cleaning the Equipment and readying it for use by another renter would have taken at least seven (7) days, and likely ten (10) days.
6. However, the realities of this industry are such that we were unable to rent the Equipment elsewhere, despite retrieving it. Whirlybyrds commits most equipment for rent by January 1 of each calendar year. It is highly unusual that equipment is ever rented between January and June of a given year. The Equipment committed to Stillwater was not rented to anyone else, and I have reviewed the records of Whirlybyrds and do verily believe that no requests or opportunities to rent the Equipment arose during that time.
7. In effect, the Equipment was made exclusively available for use by Stillwater from December 10, 2019 through the end of the Rental Agreement on March 10, 2020, even though the Equipment had been removed.
8. Now shown to me and attached as Exhibit "D" to this Affidavit is a search which identifies Crown Mineral Lease Agreement Numbers 1307050588 and 1307050798 as the operating leases (the "Leases") permitting Xenolith Coal Canada Ltd., whom I understand to be a predecessor of the Defendant Coalspur Mines (Operations) Ltd. ("Coalspur"), to extract coal from the Bighorn Mine. Based on this search and my review of the records of Whirlybyrds, I verily believe that the Leases were the subject of Stillwater's work and that the Equipment and Personnel were used in connection with the recovery of coal under the Leases.
9. Now shown to me and attached as Exhibit "E" to this Affidavit is a copy of the Statement of Lien registered on February 28, 2020 in respect of the Rental Agreement on the Leases.

10. I make this affidavit in response to the Notice to Prove Lien served by Coalspur on Whirlybyrds.

SWORN BEFORE ME

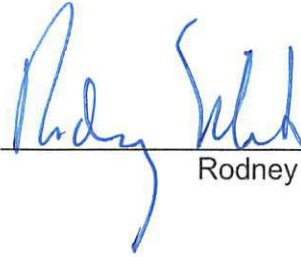
On December 3, 2020

At Chestermere, Alberta.



Terrance A. Meyers
Barrister & Solicitor

A Commissioner for Oaths in and for
Alberta



Rodney Wick

This is Exhibit "A" to the Affidavit of
Rodney Wick
Sworn on December 3, 2020



Terrance A. Meyers
Barrister & Solicitor
A Commissioner for Oaths in and for
Alberta



THIS RENTAL AGREEMENT IS MADE THIS 19 of November, 2019

BETWEEN: Stillwater Supply Corp.
Suite 1840, 407 – 2nd Street S.W.
Calgary, AB T2P 2Y3

(hereinafter called the "Customer")

AND: Whirlybyrds Inc.
Box 9, Site 23, RR 7
Calgary, AB. T2P 2G7 Canada

WHEREAS:

- A. WHIRLYBYRDS is the owner of all equipment being rented to the Customer.
- B. WHIRLYBYRDS wishes to lease to the Customer equipment as described on subsequent invoices and the Customer wishes to lease the equipment and utilize personnel from WHIRLYBYRDS as outlined in the attached outline. (Addendum A)
- C. All terms of the agreement as stated in Addendum A as well as the General Terms, Conditions, Warranties and Indemnities outlined in this Rental Agreement are agreed upon.

TERM AND RENEWAL:

- A. Provided that WHIRLYBYRDS and the Customer are in agreement, the Rental Agreement shall continue for a three month contract, activated on the day of delivery. This contract term is subject to **Stillwater Supply Corp.** maintaining its contract with **Bighorn Mining** and **Whirlybyrds Inc.** equipment performing at a satisfactory level to **Stillwater Supply Corp.** All terms and conditions are to remain the same except for the rental rate, which may be re-negotiated provided WHIRLYBYRDS provides not less than sixty (60) days written notice prior to implementation of the new rates.
- B. Provided the Customer has observed and performed all the covenants, conditions and agreements under this Rental Agreement, the option to extend or cancel the agreement by either WHIRLYBYRDS or the Customer can be completed with thirty (30) days written notice.

GENERAL TERMS, CONDITIONS, WARRANTIES AND INDEMNITIES

- 1. **WARRANTIES** – Whirlybyrds shall not be liable under any guarantees or warranties, express or implied, in any manner or form, including, but not limited to warranties of fitness, fitness of purpose or merchantability and all warranties, express or implied, are hereby specifically excluded. The Customer recognizes that it will, at all times, have complete care, custody and control of the equipment, the equipment furnished by WHIRLYBYRDS under the Rental Contract, and the premises about the project, and that any oral or written recommendations made by WHIRLYBYRDS are advisory only and may be rejected by the Customer. Also, there are obviously



many conditions within and associated with this project of which WHIRLYBYRDS can have no knowledge and over which it does not and cannot have control.

Therefore, WHIRLYBYRDS is not LIABLE for the failure of the equipment to perform, or to perform in a particular way, or the failure to obtain any particular results from the use of the equipment, or from carrying out of its recommendations by the Customer. In no event shall WHIRLYBYRDS be liable for incidental or consequential damages or the Customer's down time.

2. INDEMNITY – The Customer shall indemnify WHIRLYBYRDS and hold it free and harmless from all claims for personal injuries, death, property damage, including subsurface damage or any liability of any kind under any legal theory of liability alleged to have been caused by WHIRLYBYRDS's equipment or its operations, including any injuries, damages or liabilities alleged to be caused by WHIRLYBYRDS's sole or concurrent negligence, defective equipment, including defects from manufacturing or assembly, or from other breach of duty on the part of WHIRLYBYRDS whether such claims are by the Customer or by third parties. The Customer's agreement to indemnify and hold WHIRLYBYRDS harmless hereunder is understood to extend to all parties for whom WHIRLYBYRDS acts as agent including other parties who may own the equipment.
3. REPAIR – The Customer is liable for any damages, repairs or replacements that are required due to negligence from personnel other than Whirlybyrds Inc. personnel, or damage from extreme or unforeseen sources or causes outside of expected normal operating conditions. (Whirlybyrds Inc. will incur costs for repairs and replacements that are necessary due to deterioration that can be reasonably expected to occur under usual operating circumstances.)
4. The Customer is liable for the replacement cost of any parts or accessories not returned to WHIRLYBYRDS at the termination of this contract. If the equipment is lost or destroyed while in the Customer's possession, the Customer agrees to pay WHIRLYBYRDS an amount equal to new replacement value. The cost of any such repairs shall be at market pricing.
5. INSURANCE – The Customer shall at its own expense maintain liability, theft, fire and any other insurance required to indemnify WHIRLYBYRDS against all claims and damages and any damage to or loss of the equipment to the extent of new replacement value, by the Customer to WHIRLYBYRDS. The Customer will provide **Whirlybyrds Inc.** with a confirming Certificate of Insurance evidencing:
 - a. **Whirlybyrds Inc.** is named insured with coverage with liability limits of not less than \$5,000,000. per occurrence and endorsed to provide that the applicable insurance policies may not have been cancelled or modified except upon thirty (30) days prior written notice to WHIRLYBYRDS.
 - b. coverage in minimum amount of \$500,000.00 Cdn per centrifuge under lease, for all times while the Equipment is under lease to **Stillwater Supply Corp.**,
6. Failure to enforce any or all of the herein specified terms and conditions in any particular instance shall not constitute a continuing waiver, or preclude subsequent enforcement thereof.



7. No employee, representative or agent of WHIRLYBYRDS IS EMPOWERED TO ALTER ANY OF THE HEREIN General Terms and Conditions, and same may be altered only by written instrument executed by a duly authorized officer of WHIRLYBYRDS. The terms and conditions herein supersede any prior agreement or understanding with the Customer for rental of WHIRLYBYRDS's equipment, with the exception of the Non-Disclosure Agreement previously signed as it will remain in effect indefinitely. This agreement and the Non-Disclosure Agreement constitutes the entire agreement between the parties.
8. Whirlybyrds employees, consultants, management, owners, or anyone associated with this project agree to maintain strict confidentiality about all information concerning this project.
9. Whirlybyrds Inc. will not engage in any transaction which may create a conflict of interest between Bighorn Mining and Stillwater Supply Corp. Whirlybyrds Inc. employees, consultants, management, owners, or anyone associated with this project agree that under no circumstances is Whirlybyrds Inc. permitted to solicit business or enter into any side arrangement, agreement or contract with Bighorn Mining during the progress of this project. In particular, Whirlybyrds agrees to correspond directly with Stillwater Supply Corp. regarding any operational and business dealings.
10. Rental and any other applicable charges will be invoiced to the Customer by WHIRLYBYRDS on a monthly basis and payment shall be due Net 30 days upon receipt of the invoice. Any tax or levy imposed by City, County, State, Province or other Government bodies, including but not limited to sales tax, value added tax, license fees and use taxes, will be added to the rental rates and shall be paid by the Customer.
11. If any part, term or provision of this agreement is by the Courts held to be illegal or in conflict with any law of the country where the leased equipment is to be provided and /or service to be performed under this agreement, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term or provision held to be invalid.
12. Without the prior written consent of lessor, lessee shall not:
 - a. Assign, transfer, pledge, or hypothecate this lease, the equipment or any part thereof, or any interest therein, or
 - b. Sublet or lend the equipment or any part thereof to be used by anyone other than lessee



ADDENDUM A

Equipment and service rental with terms as follows:

Three (3) month contract*:

- Qty Five (5) KW7000 centrifuges: **\$21,000.00 per unit/ per month**
- Qty One (1) KW5200 centrifuge: **\$19,000.00 per unit/ per month**
- Two (2) trained personnel on site:
 - Per man/ per 12 hour shift: **\$800.00 x 2 men**
 - Vehicle, travel, subsistence and accommodation per man/ per 12 hour shift: **\$100.00 x 2 men**
 - **Total personnel, vehicle, travel subsistence and accommodation per 24 hours: \$1800.00**

***Contract will be activated on the day of delivery**

*** Billing will begin 7 days after delivery or the first day in which they are started, whichever comes first.**

Operations, Maintenance and Repair of equipment

- **Whirlybyrds Inc.** will provide a c-can to be stored onsite with tools, supplies, lubricants and potentially needed replacement parts that may be required with normal operation of equipment.
- **Whirlybyrds Inc.** will have a spare rotating assembly for the centrifuge and pump in Edson in the event that one is required.
- Operations of the centrifuge will be performed by **Whirlybyrds Inc.** personnel or personnel as appointed by Whirlybyrds Inc, in accordance with Whirlybyrds Inc. expectations, procedures and safe operation requirements.
- Equipment maintenance will be performed by **Whirlybyrds Inc.** personnel, in full compliance with Whirlybyrds procedures and policies. Whirlybyrds implements equipment maintenance procedures weekly, monthly, and annually.
- In the event of equipment breakdown, Whirlybyrds is dedicated to utilizing the most efficient and expedient methods possible to repair the equipment. Getting the equipment operational as quickly as possible, with a priority of minimizing operation interruptions, is our intent.
- Damaged, broken or lost equipment by anyone other than Whirlybyrds personnel will be charged back to **Stillwater Supply Corp.** in addition to any relevant labor required to repair/install.



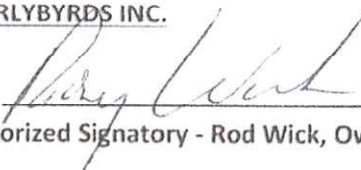
Stillwater Supply Corp. would be responsible for:

- Trucking of equipment will be charged out of / returned to the agreed upon Whirlybyrds stock point. Whirlybyrds Inc. has stock points in Edson, Grande Prairie and Calgary. Whenever possible, the Edson Alberta stock point will be utilized.
- Cleaning and any related disposal charges will be the responsibility of **Stillwater Supply Corp.** at the end of equipment service. (Including trucking to cleaning facility and delivery to the agreed upon Whirlybyrds stock point after completion.)

Ownership, Invoicing and Payment

- **OWNERSHIP:** Stillwater Supply Corp. acknowledges that all right and title of ownership of the equipment shall remain with Whirlybyrds Inc. at all times.
- **INVOICING & PAYMENT:** Whirlybyrds Inc. will provide an invoice at the end of each month for the previous month equipment and man charges. Whirlybyrds Inc. must be in receipt of payment within 30 (thirty) days following the issue of an invoice.

WHIRLYBYRDS INC.

Per: 
Authorized Signatory - Rod Wick, Owner


Witness

Date: Nov 19 / 2019

STILLWATER SUPPLY CORP.

Per: 
Authorized Signatory – Andrew Larocque


Witness

Date: Nov 19 / 19

This is Exhibit "B" to the Affidavit of
Rodney Wick
Sworn on December 3, 2020



Terrance A. Meyers
Barrister & Solicitor
A Commissioner for Oaths in and for
Alberta



Box 9, Site 23, RR7
 Calgary, AB
 T2P 2G7

Phone: (403) 568-3433
 Fax: (403) 568-3441
 email: ihq@whirlybyrds.com

INVOICE: Bighorn 2019-12

DATE: 31 Dec, 2019

To:

Stillwater Supply Corp. re: Bighorn Mine
 Suite 1840, 407 - 2nd Street S.W.
 Calgary, Alberta T2P 2Y3

Stillwater Supply Corp. re: Bighorn Mine
 Suite 1840, 407 - 2nd Street S.W.
 Calgary, Alberta T2P 2Y3

Description		Rate	Amount
December, 2019 December 10-31, 2019; 22 Days			
Equipment based on \$4000.00 per day			
22 Days	KW7000 Centrifuge - WB022 rental	700.00	15,400.00
22 Days	KW7000 Centrifuge - WB-023 rental	700.00	15,400.00
22 Days	KW7000 Centrifuge - WB-035 rental	700.00	15,400.00
22 Days	KW7000 Centrifuge - WB043 rental	700.00	15,400.00
22 Days	KW7000 Centrifuge - WB044 rental	700.00	15,400.00
22 Days	KW5200 Centrifuge - WB041J rental	500.00	11,000.00
Charges for two men /per 24 hours (1 "Day") \$1600. for two men \$200.00 for two men travel, subsistence, accommodation.			
14 Days	2 Men on location: Dec.10-16, 23-24, 27-31	1,600.00	22,400.00
14 Each	Subsistence for Man on Location	200.00	2,800.00
One add'l man on location Dec 17-22, One man only Dec 25-26			
8 Days	Man on location:	800.00	6,400.00
8 Days	Subsistence for Man on Location	100.00	800.00
Subtotal:			120,400.00
G - GST 5% GST			6,020.00
TOTAL			126,420.00



Box 9, Site 23, RR7
 Calgary, AB
 T2P 2G7

Phone: (403) 568-3433
 Fax: (403) 568-3441
 email: ihq@whirlybyrds.com

INVOICE: Bighorn 2020-01

DATE: 31 Jan, 2020

To:

Stillwater Supply Corp. re: Bighorn Mine
 Suite 1840, 407 - 2nd Street S.W.
 Calgary, Alberta T2P 2Y3

Bighorn Mine
 Hinton, Alberta
 *As per contract

Description	Rate	Amount	
January, 2020			
1 Month	KW7000 Centrifuge - WB022 rental	21,000.00	21,000.00
1 Month	KW7000 Centrifuge - WB-023 rental	21,000.00	21,000.00
1 Month	KW7000 Centrifuge - WB-035 rental	21,000.00	21,000.00
1 Month	KW7000 Centrifuge - WB043 rental	21,000.00	21,000.00
1 Month	KW7000 Centrifuge - WB044 rental	21,000.00	21,000.00
1 Month	KW5200 Centrifuge - WB041J rental	19,000.00	19,000.00
Charges for two men /per 24 hours (1 "Day")			
\$1600. for two men			
\$200.00 for two men travel, subsistence, accommodation.			
10 Days	Men on location: Two men on location Jan 1-10	1,600.00	16,000.00
10 Each	Subsistance for Men on Location	200.00	2,000.00
Man on location/Edson for tear out and site dispersal:			
5 Days	Man on location: January 11-15, 2020 (Ryan)	800.00	4,000.00
5 Days	Subsistance for Man on Location	100.00	500.00
6 units	Cleaning units at Edson yard	1,000.00	6,000.00
Expense recovery:			
6 Each	20' - 4" suction hoses w/camlock ends	710.00	4,260.00
1 Each	34' - 4" feed hose (pinched/hole)	910.00	910.00
4 Each	8" PVC 90's	107.75	431.00
3 Each	8" PVC 45's	101.86	305.58
1 Each	Handrail repair - damaged	475.00	475.00
1 Each	Bed Truck @ Edson yard to move units	1,302.00	1,302.00
Subtotal:			160,183.58
G - GST 5%			
GST			8,009.18
TOTAL			168,192.76

This is Exhibit "C" to the Affidavit of
Rodney Wick
Sworn on December 3, 2020



Terrance A. Meyers
Barrister & Solicitor
A Commissioner for Oaths in and for
Alberta



Box 9, Site 23, RR7
 Calgary, AB
 T2P 2G7

Phone: (403) 568-3433
 Fax: (403) 568-3441
 email: ihq@whirlybyrds.com

INVOICE: Bighorn 2020-02

DATE: 18 Feb, 2020

To:

Stillwater Supply Corp. re: Bighorn Mine
 Suite 1840, 407 - 2nd Street S.W.
 Calgary, Alberta T2P 2Y3

Bighorn Mine
 Hinton, Alberta
 *As per contract

Description	Rate	Amount
Remainder of Contract obligation		
1 Contract KW7000 Centrifuge - WB022 rental (\$63000.00 less \$36400.00 invoiced)	26,600.00	26,600.00
1 Contract KW7000 Centrifuge - WB-023 rental (\$63000.00 less \$36400.00 invoiced)	26,600.00	26,600.00
1 Contract KW7000 Centrifuge - WB-035 rental (\$63000.00 less \$36400.00 invoiced)	26,600.00	26,600.00
1 Contract KW7000 Centrifuge - WB043 rental (\$63000.00 less \$36400.00 invoiced)	26,600.00	26,600.00
1 Contract KW7000 Centrifuge - WB044 rental (\$63000.00 less \$36400.00 invoiced)	26,600.00	26,600.00
1 Contract KW5200 Centrifuge - WB041J rental (\$57000.00 less \$30000.00 invoiced)	27,000.00	27,000.00
Subtotal:		160,000.00
G - GST 5%		
GST		8,000.00
TOTAL		168,000.00

This is Exhibit "D" to the Affidavit of
Rodney Wick
Sworn on December 3, 2020



Terrance A. Meyers
Barrister & Solicitor
A Commissioner for Oaths in and for
Alberta

Land Index Search Report

Submitted On: 2020/02/26 4:30:55 PM
 External Search
 Request No.: R4041621
 AMI100031

Request By User: EN6276

Request By User: DOE\EN6276 Report Purpose: Report Type: Detail

Parameters

Crown Mineral Ownership Summary

Land Key	Substance	Ownership
5-23-051-10-NE	ALL MINERALS	ALBERTA CROWN
5-23-051-10-NW	ALL MINERALS	ALBERTA CROWN
5-23-051-10-SE	ALL MINERALS	ALBERTA CROWN
5-23-051-10-SW	ALL MINERALS	ALBERTA CROWN

Total Number of Records: 4

*** ABOVE OWNERSHIP DOES NOT INCLUDE GOLD AND SILVER ***

Agreement Summary

Agreement Type	Agreement Number	Status	Term Date	Original Expiry Date	Current Expiry Date	Cancellation Date	Cancellation Reason	Original Area	Current Area
013 COAL LEASE	1307050798	ACTIVE	2007/05/27	2022/05/27	2022/05/27			736.0000	736.0000
013 COAL LEASE	1307070598	ACTIVE	2007/07/20	2022/07/20	2022/07/20			992.0000	992.0000
054 4 YEAR NORTHERN PETROLEUM AND NATURAL GAS LICENCE	5405121025	ACTIVE	2005/12/15	2009/12/15	2020/06/15			6,144.0000	6,144.0000

Total Number of Agreements: 3

Restriction Summary

Restriction Detail ID	Restriction Name	Restriction Status	Restriction Type Description	Security Type	Access Level	Effective Date	Review Date
SHA 0079 01	YELLOWHEAD GRIZZLY BEAR ZONE	ACTIVE	SENSITIVE HABITAT AREA	PUBLIC INFORMATION	SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS	2015/03/24	2020/03/24
CDP 0008 01	COAL POLICY CATEGORY 4	ACTIVE	COAL DEVELOPMENT POLICY	PUBLIC INFORMATION	SURFACE ACCESS IS NOT AFFECTED	2002/08/13	2021/04/12

Total Number of Restriction Details: 2

DRRZD/ZD Summary

DRRZD/ZD Type	DRRZD/ZD Number	DRRZD/ZD Status	Zone Name	Key Well	Linked Active Agreements	Linked Cancelled Agreements
DRRZD	00005	Active	BEAVERHILL LAKE GRP	100 10 22 068 11W5 00	1525	557
DRRZD	00006	Active	VIKING FM	100 10 10 042 14W4 00	10643	16693
DRRZD	00021	Active	BLUESKY-BULLHEAD	100 10 32 081 01W6 00	6750	8697
DRRZD	00022	Active	SPIRIT RIVER FM	100 11 03 078 01W6 00	2601	2146
DRRZD	00028	Active	TURNER VALLEY FM	100 08 30 019 02W5 00	381	769
DRRZD	00038	Active	DUNVEGAN FM	100 11 04 074 05W6 00	1295	1155
DRRZD	00039	Active	BELLY RIVER GRP	100 07 18 032 22N4 00	4863	6819
DRRZD	00051	Active	CARDIUM FM	100 07 36 058 03W6 00	695	552
DRRZD	00056	Active	TRIASSIC SYSTEM	100 06 05 049 21W5 00	54	169
DRRZD	00067	Active	LEDUC FM	100 06 33 060 15W5 00	196	226
DRRZD	00080	Active	WINTERBURN GRP	100 10 07 060	124	207

DRRZD	00158	Active	SECOND WHITE SPECKS BANFF FM	17N5 00 100 10 19 051 20	79
DRRZD	00255	Active		16W5 00 100 01 18 066 189	817
DRRZD	00275	Active	BADHEART-MUSKIKI	26W5 00 100 06 13 067 53	40
DRRZD	00276	Active	FERNIE GRP	08W6 00 100 13 01 074 864	747
DRRZD	00277	Active	WABAMUN GRP	11W6 00 100 03 10 063 1200	1380
DRRZD	00280	Active	EDMONTON GRP	26W5 00 100 06 24 044 2033	1575
				04W5 00	

Total Number of DRRZD/ZD: 17 Total Linked Active Agreements: 33486 Total Linked Cancelled Agreements: 42628

Well Event Summary

Well Id	Well Status	Pool Name	Field Name	Deposit Name
100 14 10 051 23W5 00	GAS FLOWING	****	ANDERSON	
102 14 10 051 23W5 00	GAS FLOWING	****	ANDERSON	

Total Number of Well Events:2

Agreement Report Detail

Agreement Type/Number: 013 1307050798 COAL LEASE

Current Status

Status:	ACTIVE	Status Effective Date:	2007/07/18
Term Date:	2007/05/27	Term:	15 Years 0 Months 0 Days
Original Expiry Date:	2022/05/27	Current Expiry Date:	2022/05/27
Continuation Date:			
Original Area(Ha):	736.0000	Current Area(Ha):	736.0000
Transfer Pending:	No	Continuation Pending:	No
Vintage:	RENEWAL	Oil Sands Area:	No
Security Type:		Security Deposit Amount:	\$0.00
Well Count:	0	Encumbrance Count:	2
Offset Compensation:	No	Last Update Date:	2012/05/09

Designated Representative

Client ID	Client Name/Address	Corporate Status
8095330	XENOLITH COAL CANADA LTD.110 MACLEOD AVEHINTON AB T7V 2A9	ACTIVE

Current Participant(s)

Client ID	Client Name	Corporate Status	Interest
8095330	XENOLITH COAL CANADA LTD.	ACTIVE	100.0000000

Rental Information

Required Rental Amount:	\$2,576.00	Current Rental Amount:	\$2,576.00
Rental Paid To Date:	2020/05/27		
Default Notice Issued:		Monthly Invoice:	Yes

Land/Rights Description

5-23-051: 10L16;15;16N,SE,L3,L5,L6;17N,L7,L8;20L1-L4

COAL

Mine Information

Related Agreements / Amendments

Reason Date	Reason Description	Agreement ID	Area (HA)	Renewal Count	Status	Cancellation on Date	Cancellation Reason
2007/05/27	RENEWAL FROM	013 1392050025	736.0000	2	CANCELLED	2007/05/27	RENEWAL

Total: 1

Origin Data

Creation Date:	2007/07/18	Original Expiry Date:	2022/05/27
Sale Or O/C Date:		Original Area:	736.0000

Acquisition Origin:
Security Deposit:
Order in Council:
Issuance Fee: \$625.00

Payment Amount: \$0.00

Encumbrance Data

Encumbrance ID	Encumbrance Type	Status	Registrati on Date	Partial Discharge Type
1902222	BUILDERS LIEN	ACTIVE	2019/08/07	
2000528	BUILDERS LIEN	ACTIVE	2020/02/24	

Total Number of Records: 2

Encumbrance Details

Registration Type/Number: BL 1902222 BUILDERS LIEN

Land Key(s):

5-23-051: 10L16; 15; 16N,SE,L3,L5,L6; 17N,L7,L8; 20L1-L4

Lienholder(s)

DOE Client ID	Name
1022811	WINFIELD INDUSTRIAL SALES LTD.

Party To

DOE Client ID	Name	Status
8095330	COALSPUR MINES (OPERATIONS) LTD.	ACTIVE

Address For Service

DOE Client ID	Name
1022811	WINFIELD INDUSTRIAL SALES LTD.12220 STONY PLAIN RD NW SUITE 600EDMONTON AB T5N 3Y4

Registration Type/Number: BL 2000528 BUILDERS LIEN

Land Key(s):

5-23-051: 10L16; 15; 16N,SE,L3,L5,L6; 17N,L7,L8; 20L1-L4

Lienholder(s)

DOE Client ID	Name
1023737	STILLWATER SUPPLY CORP.

Party To

DOE Client ID	Name	Status
8095330	COALSPUR MINES (OPERATIONS) LTD.	ACTIVE

Address For Service

DOE Client ID	Name
8089798	DLA PIPER (CANADA) LLP250 2 ST SW SUITE 1000CALGARY AB T2P 0C1

Disclaimer

THIS SEARCH IS PROVIDED ON THE CONDITION AND UNDERSTANDING THAT HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA IS IN NO WAY RESPONSIBLE FOR LOSS OR DAMAGE ARISING FROM ANY ERRORS OR OMISSIONS IN THIS SEARCH AND ANY PERSON MAKING USE OF RELYING IN ANY WAY ON THIS SEARCH HEREBY RELEASES HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA FROM ANY LIABILITY FOR SUCH LOSS OR DAMAGE.

End of Agreement

Agreement Report Detail

Agreement Type/Number: 013 1307070588 COAL LEASE

<u>Current Status</u>	
Status:	ACTIVE
Term Date:	2007/07/20
Original Expiry Date:	2022/07/20
Continuation Date:	
Original Area(Ha):	992.0000
Transfer Pending:	No
Vintage:	RENEWAL
Security Type:	
Well Count:	0
Offset Compensation:	No
Status Effective Date:	2007/08/17
Term:	15 Years 0 Months 0 Days
Current Expiry Date:	2022/07/20
Current Area(Ha):	992.0000
Continuation Pending:	No
Oil Sands Area:	No
Security Deposit Amount:	\$0.00
Encumbrance Count:	2
Last Update Date:	2010/10/22

Designated Representative

<u>Client ID</u>	<u>Client Name/Address</u>	<u>Corporate Status</u>
8095330	XENOLITH COAL CANADA LTD.110 MACLEOD AVEHINTON AB T7V 2A9	ACTIVE

Current Participant(s)

<u>Client ID</u>	<u>Client Name</u>	<u>Corporate Status</u>	<u>Interest</u>
8095330	XENOLITH COAL CANADA LTD.	ACTIVE	100.0000000

Rental Information

Required Rental Amount:	\$3,472.00	Current Rental Amount:	\$3,472.00
Rental Paid To Date:	2020/07/20	Monthly Invoice:	Yes
Default Notice Issued:			

Land/Rights Description

5-23-051: 2NW,3NE,L13,L14;4L16;8N,SE,L5,L6;9;10S,NW,L9,L10,L15;11SW,L11,L12
COAL

Mine Information

Related Agreements / Amendments

Reason Date	Reason Description	Agreement ID	Area (HA)	Renewal Count	Status	Cancellation on Date	Cancellation Reason
2007/07/20	RENEWAL FROM	013 1392070016	992.0000	2	CANCELLED	2007/07/20	RENEWAL

Total: 1

Origin Data

Creation Date:	2007/08/17	Original Expiry Date:	2022/07/20
Sale Or O/C Date:		Original Area:	992.0000
Acquisition Origin:		Payment Amount:	\$0.00
Security Deposit:			
Order in Council:			
Issuance Fee:	\$625.00		

Encumbrance Data

Encumbrance ID	Encumbrance Type	Status	Registrati on Date	Partial Discharge Type
1902222	BUILDERS LIEN	ACTIVE	2019/08/07	
2000528	BUILDERS LIEN	ACTIVE	2020/02/24	

Total Number of Records: 2

Encumbrance Details

Registration Type/Number: BL 1902222 BUILDERS LIEN

Land Key(s):

5-23-051: 2NW, 3NE,L13,L14; 4L16; 8N,SE,L5,L6; 9; 10S,NW,L9,L10,L15; 11SW,L11,L12

Lienholder(s)

<u>DOE Client ID</u>	<u>Name</u>
1022811	WINFIELD INDUSTRIAL SALES LTD.

Party To

DOE Client ID	Name	Status
8095330	COALSPUR MINES (OPERATIONS) LTD.	ACTIVE

Address For Service

DOE Client ID	Name
1022811	WINFIELD INDUSTRIAL SALES LTD.12220 STONY PLAIN RD NW SUITE 600EDMONTON AB T5N 3Y4

Registration Type/Number: BL 2000528 BUILDERS LIEN

Land Key(s):

5-23-051: 2NW, 3NE, L13, L14; 4L16; 8N, SE, L5, L6; 9; 10S, NW, L9, L10, L15; 11SW, L11, L12

Lienholder(s)

DOE Client ID	Name
1023737	STILLWATER SUPPLY CORP.

Party To

DOE Client ID	Name	Status
8095330	COALSPUR MINES (OPERATIONS) LTD.	ACTIVE

Address For Service

DOE Client ID	Name
8089798	DLA PIPER (CANADA) LLP250 2 ST SW SUITE 1000CALGARY AB T2P 0C1

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End of Agreement

Agreement Report Detail

Agreement Type/Number: 054 5405121025 4 YEAR NORTHERN PETROLEUM AND NATURAL GAS LICENCE

Current Status

Status:	ACTIVE	Status Effective Date:	2019/02/26
Term Date:	2005/12/15	Term:	4 Years 0 Months 0 Days
Original Expiry Date:	2009/12/15	Current Expiry Date:	2020/06/15
Continuation Date:			
Original Area(Ha):	6,144.0000	Current Area(Ha):	6,144.0000
Transfer Pending:	No	Continuation Pending:	No
Vintage:	INTERMEDIATE TERM	Oil Sands Area:	No
Security Type:		Security Deposit Amount:	\$0.00
Well Count:	27	Encumbrance Count:	0
Offset Compensation:	No	Last Update Date:	2019/02/26

Term Adjustments

Term Adjustment Type	Adjustment Date	Adjustment Term	Current Expiry	Renewal Count	Section of Act/Regs
INTERMEDIATE TERM	2009/12/15	5Year(s)	2014/12/15	0	11
EXTENSION OF CONTINUATION ETC.	2014/12/15	1Year(s)	2015/12/15	0	8 (1) (h)
EXTENSION OF CONTINUATION ETC.	2015/12/15	2Year(s)	2017/12/15	0	8 (1) (h)
EXTENSION OF CONTINUATION ETC.	2017/12/15	1Year(s)	2018/12/15	0	8 (1) (h)
EXTENSION OF CONTINUATION ETC.	2018/12/15	1Year(s)	2020/06/15	0	8 (1) (h)

Designated Representative

Client ID	Client Name/Address	Corporate Status
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8095146 TOURMALINE OIL CORP.250 6 AVE SW ACTIVE
 SUITE 3700CALGARY AB T2P 3H7

Current Participant(s)

Client ID	Client Name	Corporate Status	Interest
8095146	TOURMALINE OIL CORP.	ACTIVE	100.0000000

Rental Information

Required Rental Amount:	\$21,504.00	Current Rental Amount:	\$21,504.00
Rental Paid To Date:	2020/12/15	Monthly Invoice:	Yes
Default Notice Issued:			

Land/Rights Description

Tract Number:01
 5-22-050: 30;31
 5-22-051: 6
 5-23-051: 1;8-12;14-19;21;22;27;28

PETROLEUM AND NATURAL GAS

TO THE BASE OF THE BLUESKY-BULLHEAD
 AS DESIGNATED IN DRRZD 00021
 KEY WELL: 00/10-32-081-01W6/00
 INTERVAL: 2,754.00 - 3,043.00 Feet
 LOG TYPE: DUAL INDUCTION SPHERICALLY FOCUSED
 Tract Number:02
 5-23-051: 2-6

PETROLEUM AND NATURAL GAS BELOW THE BASE OF THE CARDIUM FM
 AS DESIGNATED IN DRRZD 00051
 KEY WELL: 00/07-36-058-03W6/00
 INTERVAL: 2,350.40 - 2,415.70 Meters
 LOG TYPE: DUAL INDUCTION SFL

TO THE BASE OF THE BLUESKY-BULLHEAD
 AS DESIGNATED IN DRRZD 00021
 KEY WELL: 00/10-32-081-01W6/00
 INTERVAL: 2,754.00 - 3,043.00 Feet
 LOG TYPE: DUAL INDUCTION SPHERICALLY FOCUSED

Addenda

Addendum ID	Type Description	Name	Access Level	Addendum Text
IR2 0007 01	INTEGRATED RESOURCE PLAN LAND USE ZONE 2	COAL BRANCH	SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS	IS/ARE WITHIN ZONE 2 (CRITICAL WILDLIFE) OF THE COAL BRANCH INTEGRATED RESOURCE PLAN.
IR2 0007 02	INTEGRATED RESOURCE PLAN LAND USE ZONE 2	COAL BRANCH	SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS	IS/ARE WITHIN ZONE 2 (CRITICAL WILDLIFE) OF THE COAL BRANCH INTEGRATED RESOURCE PLAN.
PDM 0011 01	PERMIT TO DEVELOP A COAL MINE	MANCAL COAL INC MCLEOD RIVER MINE #1798	SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS	IS/ARE WITHIN A PERMIT TO DEVELOP A COAL MINE, GRANTED UNDER THE COAL CONSERVATION ACT. PROSPECTIVE PURCHASERS ARE ADVISED THAT LAND USE PROBLEMS RELATING TO THE MINE OPERATIONS MAY ARISE.

Addendum Detail

Name:	COAL BRANCH	Review Date:	INDEFINITE
Access Level:	SURFACE ACCESS IS SUBJECT TO SPECIFIC RESTRICTIONS		
Security Level:	PUBLIC INFORMATION		
Activity Type:	ALL MINERAL ACTIVITIES		
Effective Date:	1990/08/28		

Contact Client

Contact ID/Name:	W006 DAVE HOBSON	Title:	WILDLIFE BIOLOGIST
Phone No:	(780) 723-8518	Status:	
Client ID:	8059798		
Client Address:	EDSON OFFICE - FISH AND WILDLIFE DEPT. OF SUSTAINABLE RESOURCE DEV111 54 ST SUITE 203EDSON AB T7E 1T2		

Land/Rights Description
 Land Description:
 5-22-050: 30NWP; 31SP, NW, NEP
 ALL MINERALS

Addendum Text
 Text ID: WLF 0024 FISH AND WILDLIFE SERVICES
 IS/ARE WITHIN ZONE 2 (CRITICAL WILDLIFE) OF THE COAL
 BRANCH INTEGRATED RESOURCE PLAN.

Addendum Detail
 Name: COAL BRANCH
 Access Level: SURFACE ACCESS IS SUBJECT
 TO SPECIFIC RESTRICTIONS
 Security Level: PUBLIC INFORMATION
 Activity Type: ALL MINERAL ACTIVITIES
 Effective Date: 1990/08/28 Review Date: INDEFINITE

Contact Client
 Contact ID/Name: W017 JEFF KNETEMAN
 Phone No: (780) 865-8264 Title: SENIOR WILDLIFE BIOLOGIST
 Client ID: 8061220 Status:
 Client Address: HINTON OFFICE - FISH AND
 WILDLIFE DEPT. OF
 SUSTAINABLE RESOURCE
 DEV131 CIVIC CENTRE RD
 FLOOR 3HINTON AB T7V 1E6

Land/Rights Description
 Land Description:
 5-22-051: 6SEP
 ALL MINERALS

Addendum Text
 Text ID: WLF 0024 FISH AND WILDLIFE SERVICES
 IS/ARE WITHIN ZONE 2 (CRITICAL WILDLIFE) OF THE COAL
 BRANCH INTEGRATED RESOURCE PLAN.

Addendum Detail
 Name: MANCAL COAL INC MCLEOD
 RIVER MINE #1798
 Access Level: SURFACE ACCESS IS SUBJECT
 TO SPECIFIC RESTRICTIONS
 Security Level: PUBLIC INFORMATION
 Activity Type: ALL MINERAL ACTIVITIES
 Effective Date: 1984/01/17 Review Date: 2016/12/31

Contact Client
 Contact ID/Name: C021 ROB KILBURN
 Phone No: (403) 231-7600 Title: VICE PRESIDENT
 Client ID: 8047066 Status: ACTIVE
 Client Address: MANCAL COAL INCC/O:
 MANCAL CORPORATION 530 8
 AVE SW SUITE 2400 PO BOX
 2526 STN MCALGARY AB T2P
 S62

Land/Rights Description
 Land Description:
 5-22-050: 30; 31S, NW, L10
 5-22-051: 6
 5-23-051: 1-5; 6E; 8-12; 14S, L9-L12; 15S, L9-L12; 16S, L9-L12; 17S, L9-L12; 18SE, L9, L10
 ALL MINERALS

Addendum Text
 Text ID: CLM 0001 COAL MINING COMPANIES
 IS/ARE WITHIN A PERMIT TO DEVELOP A COAL MINE,
 GRANTED UNDER THE COAL CONSERVATION ACT. PROSPECTIVE
 PURCHASERS ARE ADVISED THAT LAND USE PROBLEMS
 RELATING TO THE MINE OPERATIONS MAY ARISE.

Well Events Data

ID	Value	Status	Term	Date	Value
054 5405121024	20.00	ACTIVE	CONTINUED TERM		0.00
054 5405121025	24.00	ACTIVE	INTERMEDIATE TERM	2020/06/15	0.00
055 5505121196	24.00	CANCELLED	INTERMEDIATE TERM	2015/12/15	0.00
054 5405121025	24.00	ACTIVE	INTERMEDIATE TERM	2020/06/15	0.00
055 5505121196	24.00	CANCELLED	INTERMEDIATE TERM	2015/12/15	24.00

This is Exhibit "E" to the Affidavit of
Rodney Wick
Sworn on December 3, 2020



Terrance A. Meyers
Barrister & Solicitor
A Commissioner for Oaths in and for
Alberta

Form 2
(Sections 34 and 36)

Statement of Lien Upon Interest in Crown Minerals

This statement of lien applies in respect of the following (check the appropriate box):

- To work done or materials furnished in respect of improvements, other than improvements to an oil or gas well or to an oil or gas well site, in which case this lien is to be registered with the Minister of Energy not later than 45 days from the last day that the work was last done or the materials were last furnished.
- To work done or materials furnished in respect of improvements to an oil and gas well or to an oil or gas well site in which case this lien is to be registered with the Minister of Energy not later than 90 days from the last day that the work was done or the materials were last furnished.

WHIRLYBYRDS INC. of BOX 9 SITE 23 RR 7, CALGARY ALBERTA T2P 2G7, claims a lien under the Builders' Lien Act upon the interest in minerals of

Owner: COALSPUR MINES (OPERATIONS) LTD.
Address: 110 MACLEOD AVE
HINTON AB T7V 2A9

in the following land:

Agreement Type/Number	Land
013 1307050798	All Lands
013 1307070588	All Lands

The mineral is COAL.

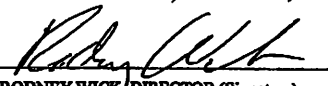
The lien is claimed in respect of the following work or materials, that is to say: Provision of labour and centrifuge equipment for the extraction of fluid from raw mining materials and cleaning and recycling of the extracted fluid, which work was or is to be done for or which materials were or are to be furnished for STILLWATER SUPPLY CORP., SUITE 1840, 407 - 2 STREET SW, CALGARY ALBERTA T2P 2Y3

The work is not yet completed or the materials have not yet all been furnished.

The sum claimed as due or to become due is \$466,406.50

The address for service of the lienholder hereunder is
MACLEAN WEST LAWYERS
103, 315 WOODGATE ROAD
PO BOX 1620
OKOTOKS ALBERTA T1S 2N3
in the Province of Alberta

Dated at OKOTOKS, ALTA this 27th day of FEBRUARY, 2020



RODNEY WICK, DIRECTOR (Signature)

(Status of signatory, eg lienholder; agent of lienholder; or where the lienholder or agent is a corporation, the signatory's position with the corporation)

Form 3
(Sections 34(6))

Affidavit Verifying Claim

I _____ of _____
(name of lienholder) (address of lienholder)
in the Province of _____,
(occupation)

named in the above (or annexed) statement make oath and say that the said claim is true.

Sworn before me at the _____ of _____,
in the Province of _____, this _____ day of _____,

Signature

A Commissioner for oaths in and for the Province of Alberta

Printed or stamped name of Commissioner for Oaths and date on which appointment expires

Form 4
(Sections 34(6) and (7))

Affidavit Verifying Claim by Other Than Lienholder

I Rodney Wick of Box 9, Site 23, RR 1, Calgary
(name of deponent) (address of deponent)
in the Province of Alberta,
(occupation)

make oath and say :

- (1) That I am the agent (or assignee) of Whirlybirds Inc. named in the above (or annexed) statement and have full knowledge of the facts set forth in the above (or annexed) statement
[Or I am informed by _____
(source of information)
and believe that the facts are as set forth in the above (or annexed) statement]
- (2) That the said claim is true (or when deponent has been informed, That I believe that the said claim is true).

Sworn before me at the Town of _____ of _____,
Okotoks _____,
in the Province of Alberta, this _____ day of _____,
27 _____ day of _____,
February, 2020.

Rodney Wick
Signature

A Commissioner for oaths in and for the Province of Alberta

Printed or stamped name of Commissioner for Oaths and date on which appointment expires

JILL VICTORIA PEARSON
A Commissioner for Oaths
in and for Alberta
My Commission Expires February 3, 2021