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JUDICIAL CENTRE

CALGARY

APPLICANT

CROWN CAPITAL PARTNER FUNDING LP, by its manager,
CROWN PRIVATE CREDIT PARTNERS INC.COM
Feb 15 2023

RESPONDENTS

RBEE AGGREGATE CONSULTING LTD.

DOCUMENT

SUPPLEMENTAL REPORT TO THE FIFTH REPORT OF FTI
CONSULTING CANADA INC., IN ITS CAPACITY AS
COURT APPOINTED RECEIVER OF RBEE AGGREGATE
CONSULTING LTD.**January 20, 2023**ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT**RECEIVER**FTI Consulting Canada Inc.
Suite 1610, 520 - 5th Ave S.W.
Calgary, AB T2P 3R7
Deryck Helkaa / Tom Powell
Telephone: (403) 454-6031 / (604) 551-9881
Fax: (403) 232-6116
E-mail: deryck.helkaa@fticonsulting.com
E-mail: tom.powell@fticonsulting.com**COUNSEL**Blake, Cassels & Graydon LLP
Suite 3500, 855 – 2nd Street S.W.
Calgary, AB, T2P 4J8
Kelly Bourassa
Telephone: (403) 260-9697
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E-mail: kelly.bourassa@blakes.com

**SUPPLEMENTAL REPORT TO THE
FIFTH REPORT OF THE RECEIVER**

Table of Contents

INTRODUCTION 3

TERMS OF REFERENCE 4

PERFORMANCE BOND..... 5

CORPORATE ENTITIES 5

INVOICING 7

INDUSTRY PRACTICE 7

APPENDIX “A” – Performance Bond

APPENDIX “B” – Indemnity Agreement

APPENDIX “C” – A-1 Corporate Search

APPENDIX “D” – 212 AB Corporate Search

APPENDIX “E” – Paragon Custom Crushing Ltd. Website

APPENDIX “F” – Email Correspondence relating to Hauling

APPENDIX “G” – Professional Biographies of Robert Poole and Julian Leizirovici

INTRODUCTION

1. The purpose of this Supplemental Report to the Fifth Report of the Receiver (the “**Supplemental Report**”) is to supplement the Fifth Report of the Receiver dated October 28, 2022 (the “**Fifth Report**”) which was filed in connection with the Receiver’s application (the “**Application**”) for the Direction of Payment Order.
2. As noted in previous Reports filed in the Receivership Proceedings, the Receiver has realized on all of the assets of RBee with the exception of the RMC Claim which is the subject of the Direction of Payment Order and certain other litigation claims. It is expected that Crown Capital will incur a substantial shortfall on the remaining amounts it is owed which are in excess of \$20 million.
3. On December 23, 2022, in accordance with the Order of the Honourable Justice M.H. Hollins dated November 29, 2022 (the “**Scheduling Order**”), RMC delivered the evidence it intends to rely upon at the Application:
 - (a) the affidavit of Nicholas Burak sworn December 23, 2022 (the “**Burak Affidavit**”);
and
 - (b) the affidavit of Scott Marshall sworn December 16, 2022 (the “**Marshall Affidavit**”).
4. On January 11, 2023, the Receiver’s Counsel questioned Mr. Burak and Mr. Marshall on their affidavits.
5. This Supplemental Report is filed in accordance with the Scheduling Order, and provides this Honourable Court with additional information in relation to the Application, including:

- (a) details of an indemnity and security agreement (the “**Indemnity Agreement**”) dated February 20, 2018 granted by RBee and Mr. Reed in favour of Western Surety Company with respect to a performance bond dated June 8, 2018 in the amount of \$10.8 million that was issued by Western Surety Company in favour of RMC on behalf of RBee (the “**Performance Bond**”);
 - (b) a description of certain entities owned by Mr. Reed that the Receiver believes to have ongoing direct and/or indirect business relationships with RMC in respect of the Site C project; and
 - (c) comments from Construction Solutions professionals within FTI’s Forensic & Litigation Consulting segment with respect to the Burak Affidavit and Marshall Affidavit and the transcripts of questioning.
6. The Supplemental Report should be read in conjunction with the Fifth Report and all capitalized terms not otherwise defined herein are as defined in the Fifth Report.

TERMS OF REFERENCE

7. In preparing this Supplemental 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**”).
8. Except as described in this Supplemental 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 Charter Professional Accountants of Canada Handbook; and

- (b) the Receiver has not examined or reviewed financial forecasts and projections referred to in this Supplemental Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
9. Future oriented financial information reported or relied on in preparing this Supplemental Report is based on assumptions regarding future events. Actual results may vary from forecasts and such variations may be material.
 10. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars.

PERFORMANCE BOND

11. The Supplier Agreement required that RBee provide a performance bond in favour of RMC to ensure that performance under the Supplier Agreement was satisfied. In response to an undertaking taken under advisement at Mr. Burak's questioning, RMC produced a copy of the Performance Bond issued by Western Surety Company, which is attached as Appendix "A".
12. A copy of the Indemnity Agreement is attached as Appendix "B".

CORPORATE ENTITIES

13. On May 6, 2022, an Approval and Vesting Order was granted which, among other things:
 - (a) approved the sale of certain of RBee's assets, including the machinery and equipment located at the Site C Project to A-1; and
 - (b) authorized the Receiver to enter into asset use agreements ("**Asset Use Agreements**") between the Receiver and A-1, permitting A-1 to operate the purchased assets prior to the close of the A-1 Transaction.

14. Mr. Reed is the owner and sole director of A-1. A copy of the corporate search for A-1 is attached at Appendix “C”.
15. Prior to the close of the A-1 Transaction, the Receiver, A-1 and 2128222 Alberta Ltd. (“**212**”) entered into an Asset Use Agreement under which A-1 was to enter into a lease agreement with 212 to operate the Site C assets.
16. Mr. Reed is the owner and sole director of 212. A copy of the corporate search for 212 is attached at Appendix “D”.
17. During the questioning of the Burak Affidavit, Mr. Burak stated that RMC does not contract with A-1 but rather with an entity named Paragon that is providing aggregate crushing services for RMC at Site C.
18. During the questioning of Mr. Burak, the Receiver’s Counsel sought an undertaking that Mr. Burak provide the full name of the Paragon entity. In response to the undertaking taken under advisement, RMC advised that the full name of the contract counterparty is 2128222 Alberta Ltd., operating as “Paragon Custom Crushing” (“**Paragon**”).
19. Paragon maintains a website that advertises to be a family-owned and operated company that provides aggregate crushing services in Western Canada and lists Mr. Reed as its President.
20. A printed page from Paragon’s website accurate January 17, 2023, is attached as Appendix “E”.

INVOICING

Aggregate Invoiced to RMC in Respect of the Project

21. A summary of the total annual volumes of aggregate supplied to the Site C Project from 2018 to 2021 in accordance with the invoices attached to the Burak Affidavit at Exhibit “B” and the volumes invoiced by A-1 in 2022 in accordance with RMC’s response to Undertaking #10 are as follows:

Year	Tonnes Invoiced by RBee	Tonnes Invoiced by A-1
2018	253,727	
2019	574,027	
2020	437,956	
2021	499,940	
2022		- Approx. 480,000

Disputed Hauling Invoices

22. RBee invoices #23256 and #23311 dated October 31, 2021 and December 31, 2021 respectively, both include charges for hauling. Email correspondence among AFDE, RBee and RMC dated October 13, and October 12, 2021 specifically refers to hauling works and routes in Area 24 of the Site C Project. A copy of the email correspondence is attached as Appendix “F”.

INDUSTRY PRACTICE

23. The Receiver provided the Marshall Affidavit and the Burak Affidavit as well as copies of the transcripts of questioning to professionals in its Construction Solutions group. The two senior Construction Solutions professionals involved in this matter have extensive experience and expertise in respect of infrastructure projects of the nature and scale of Site C. Copies of their professional biographies are attached as Appendix “G”.

24. Having reviewed the evidence and public information relating to the Site C project site, the Construction Solutions professionals have provided the following comments in respect of large infrastructure projects involving aggregate supply for concrete production:
- (a) a contractor has a responsibility to know the topography of a site to be able to rely upon survey volume information. This requirement is typically satisfied by the performance of a “pre-survey”, noting that for a large area even a minor slope could potentially generate a large discrepancy in volume measurements. Topsoil stripping, clearing and grubbing do not make an area “flat”. Furthermore, visually inspecting the area is not sufficient to determine the initial surface level of the stockpiles. Relying on the ground be “flat” without a pre-survey could result in significant discrepancies in aggregate volumes identified by a survey of the type completed by AFDE;
 - (b) the accuracy of density factors (used to determine the approximate weight of material based on its volume) should be determined by a suitably qualified geotechnical expert. Since density factors are dependent on the nature and physical characteristics of the rock, which can vary between geographic locations, it should not be assumed without verification that aggregate from different locations have the same density factor;
 - (c) relying on *ad hoc* visual inspections as the only means of verifying aggregate volumes for concrete production would not provide reasonable or accurate assurance over the quantities in stockpiles or guarantee sufficient materials for a project. It is likely that a batch plant operation would require constant monitoring and measurement of the various aggregate stockpiles to provide assurances that enough aggregate is being produced and is accessible for the project;
 - (d) given the nature and size of the project, consideration of wasted or lost product over the period of the Supplier Agreement should be considered; and

- (e) in normal course operations it would be typical practice for a contractor to call on a performance bond in the event of a contract default. RMC has not provided an explanation for why they did not call on the Performance Bond with RBee.

25. The Receiver has provided copies of the Marshall Affidavit and Burak Affidavit to Mr. Reed on January 6, 2023 and requested his comments but has not yet received a reply.

All of which is respectfully submitted this 20th day of January, 2023.

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”

Performance Bond

PERFORMANCE BOND

CCDC 221 - 2002No.: 314,859Bond Amount: \$10,800,000.00**R Bee Aggregate Consulting Ltd.**

_____ as Principal, hereinafter called the
Principal, and, **Western Surety Company** a corporation created and existing under the laws of -
Canada and duly authorized to transact the business of Suretyship in **CANADA** as Surety, hereinafter called the Surety, are
held and firmly bound unto
RMC Construction Materials Ltd.

_____ as Obligor, hereinafter called the Obligor, in the amount of Ten Million Eight Hundred Thousand And No/100 Dollars
(\$10,800,000.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has entered into a written contract with the Obligor, dated 1st day of May in the year 2018

For
Site C Generating Station & Spillways Project - Subcontract - Aggregate Scope including one year maintenance from the date
of substantial completion

hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall promptly and faithfully perform the Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Obligor to be, in default under the Contract, the Obligor having performed the Obligor's obligations thereunder, the Surety shall promptly:

- 1) remedy the default, or;
- 2) complete the Contract in accordance with its terms and conditions or;
- 3) obtain a bid or bids for submission to the Obligor for completing the Contract in accordance with its terms and conditions and upon determination by the Obligor and the Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Obligor and make available as work progresses (even though there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to pay to complete the Principal's obligations in accordance with the terms and conditions of the Contract and to pay those expenses incurred by the Obligor as a result of the Principal's default relating directly to the performance of the work under the Contract, less the balance of the Contract price; but not exceeding the Bond Amount. The balance of the Contract price is the total amount payable by the Obligor to the Principal under the Contract, less the amount properly paid by the Obligor to the Principal, or;
- 4) pay the Obligor the lesser of (1) the Bond Amount or (2) the Obligor's proposed cost of completion, less the balance of Contract price.

It is a condition of this bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of (1) the date of Substantial Performance of the Contract as defined in the lien legislation where the work under the Contract is taking place, or, if no such definition exists, the date when the work is ready for use or is being used for the purpose intended, or (2) the date on which the Principal is declared in default by the Obligor.

The Surety shall not be liable for a greater sum than the Bond Amount.

No right of action shall accrue on this Bond, to or for the use of, any person or corporation other than the Obligor named herein, or the heirs, executors, administrators or successors of the Obligor.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated 8th day of June in
the year 2018.

SIGNED and SEALED
in the presence of

R Bee Aggregate Consulting Ltd.

Signature

David Howells

Name of person signing

Western Surety Company

Signature

Shelby Fish, Attorney-in-Fact

Name of person signing



Copyright 2002

Canadian Construction Documents Committee

(CCDC 221 - 2002 has been approved by the Surety Association of Canada)

APPENDIX “B”

Indemnity Agreement



REGINA, SASKATCHEWAN

Indemnity and Security Agreement

The following parties are hereinafter collectively called the "Principal":

RBEE AGGREGATE CONSULTING LTD.

The beneficiary of this agreement is: Western Surety Company, (hereinafter called the "Surety") and any other person described in paragraph 9 herein.

IN CONSIDERATION OF THE ISSUE BY THE SURETY OF BONDS AS DEFINED HEREUNDER, THE UNDERSIGNED COVENANT AND AGREE AS FOLLOWS:

1. *Date and place of execution of this agreement* - This Agreement, for all legal intents and purposes, is deemed to have been executed the 7TH day of FEBRUARY 2018 in the province of ALBERTA Canada.
2. *The "Principal"* - All references herein to the "Principal" mean one or the other or each of the parties designated hereinabove as the "Principal" and any other person described in paragraph 10 herein.
3. *The "Indemnitors"* - For purposes of this agreement, "Indemnitors" means:
 - a) all the parties designated as the "Principal" and, should the case arise,
 - b) the other signatories of this agreement.
4. *Purpose of this agreement and definition of "Bonds"* - The purpose of this agreement is:
 - a) to set forth the rights of the Surety and other beneficiaries, and
 - b) to set forth the rights and obligations of the Indemnitors, and
 - c) to create and obtain hypothecs, assignments and security interests,

following from the execution of one or several bonds to guarantee the obligations of any Principal (including, but not limited to bid bonds, performance bonds, labour and material payment bonds, claimant's payment bonds, maintenance bonds, lien bonds, bonds relating to advances by obligees, holdback bonds, credit or financial guarantee bonds as well as letters of intent or of undertaking and consents of surety) or other forms of guarantee or obligation (herein called the "Bonds"); the word "Bonds" includes any alteration, renewal, continuance, replacement or extension thereof.

5. *Bonded Contracts* - For purposes of this agreement, any reference to the term "Bonded Contracts" means contracts in respect of which one or more Bonds have been issued.
6. *Indemnitors' interest in the Principal* - The Indemnitors acknowledge that this agreement will remain in full force and effect and continue to bind them even if they never had or no longer have any interest in the Principal of each or any of them.

7. *Consideration for this agreement* - The Indemnitors acknowledge that the Surety requires their signatures to this agreement in consideration:
- of the issue of Bonds, whether past, present and future, by the Surety or by others referred to in paragraph 9 herein, directly or indirectly, or
 - of the Surety refraining from cancelling such Bonds, and
 - of the sum of Two Dollars and other good and valuable consideration paid and furnished by the Surety to each of the Indemnitors (the receipt and sufficiency of which are hereby acknowledged).
8. *Bonds covered by and duration of this agreement* - This Agreement applies to all Bonds issued by the Surety since Feb 20, 2018 (the absence of any date means that this agreement applies only to Bonds issued from the date hereof), for an indeterminate term, until such time as this agreement is terminated in accordance with its terms.
9. *Additional beneficiaries of this agreement* - All of the terms and conditions of this agreement are for the benefit of:
- any successors or assigns of the Surety, including as a result of mergers, acquisitions of portfolios, or otherwise, and
 - any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the Surety retains any interest in any such Bond or Bonds.
10. *Bonds issued for an affiliate, subsidiary or related company of the Principal or for a joint venture* - This Agreement applies equally to Bonds issued:
- on behalf of any present or future subsidiary or related company of the Principal, and
 - on behalf of any joint venture or other form of common enterprise or partnership to which the Principal is a party or is about to become a party at the time of issue of such Bond or Bonds.
- The Principal shall require that any such affiliate, subsidiary, related company, joint venture or other form of common enterprise or partnership, execute an endorsement agreement to be bound by this agreement. Such endorsement shall be in the form required by the Surety.
11. *Parties bound by this agreement* - Each of the Indemnitors acknowledges that it is bound by all of the terms and conditions of this agreement, as are its representatives, successors and assigns.
12. *Joint and several obligation of the Indemnitors* - The Indemnitors agree that they bind themselves jointly and severally with respect to all of the obligations assumed hereunder; this means that each of the Indemnitors may be compelled separately to perform all of the Indemnitors' obligations hereunder.
13. *Waiver of the benefit of division* - The Indemnitors specifically waive the benefit of division, which would, in the absence of the present waiver, permit any one Indemnitor to require the Surety to divide its claim proportionately amongst all the Indemnitors.
14. *Waiver of the benefit of discussion* - The Indemnitors specifically waive the benefit of discussion, which would, in the absence of the present waiver, permit the Indemnitors to require the Surety to exhaust its resources against the Principal, before calling upon the Indemnitors under this agreement.
15. *Obligations in respect of Bonds, Bonded Contracts and this agreement* - The Principal agrees to fulfil and the Indemnitors, other than the Principal, agree to cause the Principal to fulfil all of the Principal's obligations under:
- Bonds,
 - Bonded Contracts, and
 - sub-contracts and supply contracts entered into by the Principal.

- a) the fact that another guarantee has been or will be given to the Surety (particularly any other security or indemnity agreement); or
 - b) the fact that the Surety has consented to any action taken by the Principal; or
 - c) any action, judgment, arbitration award or settlement arising from this agreement; or
 - d) the fact that the Surety has renounced or waived any recourse against whomsoever or has given to whomsoever a release in virtue of this agreement or other agreements or in respect of any security.
53. *Surety's additional rights* - The rights of the Surety by virtue of this agreement are in addition to any rights which the Surety may have by law or otherwise.
54. *Modifications of the terms of this agreement* - No derogation from the terms of this agreement, nor any modification of such terms, may be set up against the Surety without the prior written consent of one of its officers.
55. *Applicable law* - This Agreement will be interpreted in accordance with the laws in force in the Province named in Paragraph 1 hereof.
56. *Seal and corporate resolution* - The Indemnitors agree that the absence of any corporate seal or corporate resolution will not invalidate the obligations of any Indemnitor under this agreement.
57. *Gender and number* - In this agreement the singular form includes the plural and the plural includes the singular; also the feminine includes the masculine and the masculine includes the feminine.
58. *Headings* - The insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement.
59. *Language* - The parties hereto have requested that this agreement be drafted in the English language. Les parties aux presentes ont requis que la presente convention soit redigee dans la langue anglaise.

THE UNDERSIGNED ACKNOWLEDGE HAVING RECEIVED A COPY OF THIS AGREEMENT CONTAINING 12 PAGES, CAREFULLY READ IT AND THAT THEY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT THERE EXISTS NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY COULD LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN.

PERSONAL INDEMNITORS SIGN HEREUNDER (provide the name and the address and postal code of each personal indemnitor and witness).

Witness

x GORDON D. PUTNAM

Printed Name

x

Signature

Residential Address:

x GORDON D. PUTNAM, Q.C.

x Barrister & Solicitor

x Notary Public

x 9702 - 100 Street

x Morinville, AB T8R 1G3

Personal Indemnitor

Signed at x Morinville, Alberta

BERNARD REED

Typewritten Name

x

Signature of personal indemnitor

Residential Address:

x 46 CRANBERRY BEND

x FORT SASK, AB T8L 0H2

IMPORTANT:

**FOR USE IN THE PROVINCE OF ALBERTA ONLY
WHEN INDEMNITOR IS AN INDIVIDUAL**

**THE GUARANTEES ACKNOWLEDGMENT ACT
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. BERNARD REED, of Fort Saskatchewan ALBERTA, the guarantor in the guarantee dated FEBRUARY 7, 2018 made between BERNARD REED, RBEE AGGREGATE CONSULTING LTD., A-1 QUALITY BELTING LTD. and WESTERN SURETY COMPANY which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the guarantee;
2. I satisfied myself by examination of him that he is aware of the contents of the guarantee and understand it.

GIVEN at Morinville, Alberta, this 20 day of February, 2018 under my hand and seal of office.

STATEMENT OF GUARANTOR

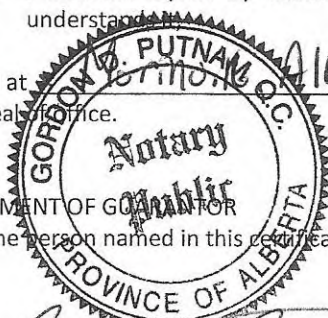
I am the person named in this certificate.

x Bernard Reed

Signature of Guarantor

x

(A Notary Public in and for the Province of Alberta)



CORPORATE INDEMNITORS SIGN HEREUNDER, AFFIX THEIR SEAL AND COMPLETE THE FOLLOWING RESOLUTION AND CERTIFICATION (OR ATTACH THE RELEVANT RESOLUTION FROM THEIR BOARD OF DIRECTORS).

RBEE AGGREGATE CONSULTING LTD.

(Name of Corporation)

x BERNARD LEE

(Printed Name)

By: x Bernard Lee
(President)

Sign & Affix Corporate Seal

RESOLUTION AND CERTIFICATION

RBEE AGGREGATE CONSULTING LTD. ("The Corporation")

WHEREAS, the President of the Corporation has executed an Indemnity and Security Agreement in favour of WESTERN SURETY COMPANY dated the 7TH day of FEBRUARY, A.D. 2018, indemnifying it against loss, etc., suffered by reason of assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, being fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been accepted by WESTERN SURETY COMPANY upon the warranty that the Corporation has such an interest in the said suretyship as to empower it to make an Indemnity and Security Agreement in connection therewith for the protection of WESTERN SURETY COMPANY.

NOW, THEREFORE, BE IT RESOLVED that the acts of the President on behalf of the Corporation in executing the aforesaid Indemnity and Security Agreement be, and they are hereby, unanimously ratified and confirmed as the acts of the Corporation.

I hereby certify that I am President of the Corporation that the above Resolution is a true and accurate copy of a Resolution of the Board of Directors which was approved at a duly convened meeting of the Directors of the Corporation on the x 20 day of x February, x 2018 and that the resolution is still in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand and the corporate seal of the Corporation this 20 day of x February, x 2018.

Sign & Seal

x Bernard Lee
(President)

CORPORATE INDEMNITORS SIGN HEREUNDER, AFFIX THEIR SEAL AND COMPLETE THE FOLLOWING RESOLUTION AND CERTIFICATION (OR ATTACH THE RELEVANT RESOLUTION FROM THEIR BOARD OF DIRECTORS).

A-1 QUALITY BELTING LTD.

(Name of Corporation)

x BERNARD REED

(Printed Name)

By: x Bernard Reed

(President)

Sign & Affix Corporate Seal

RESOLUTION AND CERTIFICATION

A-1 QUALITY BELTING LTD. ("The Corporation")

WHEREAS, the President of the Corporation has executed an Indemnity and Security Agreement in favour of WESTERN SURETY COMPANY dated the 7TH day of FEBRUARY, A.D. 2018, indemnifying it against loss, etc., suffered by reason of assuming suretyship as more fully described therein, said Indemnity and Security Agreement having been read at this meeting, being fully considered and approved by the directors present; and

WHEREAS, the said Indemnity and Security Agreement has been accepted by WESTERN SURETY COMPANY upon the warranty that the Corporation has such an interest in the said suretyship as to empower it to make an Indemnity and Security Agreement in connection therewith for the protection of WESTERN SURETY COMPANY.

NOW, THEREFORE, BE IT RESOLVED that the acts of the President on behalf of the Corporation in executing the aforesaid Indemnity and Security Agreement be, and they are hereby, unanimously ratified and confirmed as the acts of the Corporation.

I hereby certify that I am President of the Corporation that the above Resolution is a true and accurate copy of a Resolution of the Board of Directors which was approved at a duly convened meeting of the Directors of the Corporation on the x 20 day of x February, x 2018 and that the resolution is still in full force and effect.



IN WITNESS WHEREOF I have hereunto set my hand and the corporate seal of the Corporation this x 20 day of x February, x 2018.

Sign & Seal

x Bernard Reed

(President)

Indemnity Approval Sheet

Date: Feb 26/18	Date: Feb. 26/2018
Reviewed By: 	Reviewed By: Brent O.
Comments: - looks good.	Comments: 

Overall Comments:

APPENDIX “C”

A-1 Corporate Search

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2023/01/13
 Time of Search: 11:46 AM
 Search provided by: BLAKE CASSELS & GRAYDON LLP
 Service Request Number: 38958663
 Customer Reference Number: 79294/16 JMKN

Corporate Access Number: 2010654305
Business Number: 875261208
Legal Entity Name: A-1 QUALITY BELTING LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2003/09/09 YYYY/MM/DD

Registered Office:

Street: 1401-10004 104 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J0K1

Records Address:

Street: 1401-10004 104 AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J0K1

Email Address: CORPREG@MOODYSTAX.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BIASINI	GARY	I.	MOODYS PRIVATE CLIENT LAW LLP	1401-10004 104 AVE NW	EDMONTON	ALBERTA	T5J0K1	GBIASINI@MOODYSTAX.COM

Directors:

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

Voting Shareholders:

Last Name: REED
First Name: BERNIE
Street: 46 CRANBERRY BEND
City: FORT SASKATCHEWAN
Province: ALBERTA
Postal Code: T8L0H2
Percent Of Voting Shares: 100

Details From Current Articles:**The information in this legal entity table supersedes equivalent electronic attachments**

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

Other Information:**Last Annual Return Filed:****Outstanding Returns:**

Annual returns are outstanding for the 2022 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2003/09/09	Incorporate Alberta Corporation
2003/09/09	Change Director / Shareholder
2020/02/18	Update BN
2022/01/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/05/18	Change Address
2022/05/18	Change Agent for Service

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2003/09/09
Restrictions on Share Transfers	ELECTRONIC	2003/09/09
Other Rules or Provisions	ELECTRONIC	2003/09/09

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



SCHEDULE A

1. AUTHORIZED CAPITAL

The class and maximum number of shares that the Corporation is authorized to issue are as follows:

A. An unlimited number of Class A shares without nominal or par value which may be issued and allotted by the Directors of the Corporation from time to time for any consideration as may be fixed from time to time by such Directors and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided;

B. An unlimited number of Class B shares without nominal or par value which may be issued and allotted by the Directors of the Corporation from time to time for any consideration as may be fixed from time to time by such Directors and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided;

C. An unlimited number of Class C non-cumulative redeemable preferred shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided;

D. An unlimited number of Class D non-cumulative redeemable preferred shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided;

E. Two thousand (2,000) Class E special voting shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided.

F. An unlimited number of Class F non-cumulative redeemable non-voting preferred shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided.

2. CLASS A SHARES AND CLASS B SHARES

The following rights, privileges, restrictions, and conditions shall attach to and Class B shares:

A. DIVIDENDS

(i) Subject to paragraph (ii), the Directors shall have complete and exclusive discretion to pay dividends on the Class A shares (to the complete exclusion of the Class B shares) or on the Class B shares (to the complete exclusion of the Class A shares) or in part on each such class issued and outstanding at any particular year out of any or all profits or surplus available for dividend at the rate or rates as the Directors may from time to time determine.

(ii) No dividends shall at any time be declared on issued and outstanding Class A shares or Class B shares if the result of the payment of the dividend declared would be to impair the ability of the Corporation immediately thereafter to redeem all the issued and outstanding Class C preferred shares, Class D preferred shares and Class F preferred shares at their redemption price (as hereinafter defined).

B. RETURN OF CAPITAL

Subject to the rights of the holders of Class C preferred shares, Class D and Class F preferred shares, in the event of a liquidation, dissolution of the Corporation, either voluntarily or involuntarily, or other distribution of property of the Corporation amongst its shareholders for the purpose of winding up its affairs, the holders of the Class A shares and Class B shares will be entitled equally in the distribution of assets of the Corporation.

C. VOTING RIGHTS

The registered holder of each Class A share and each Class B share shall be entitled to receive notice of and attend all meetings of shareholders of the Corporation in respect of each such share so held by him, be entitled to one vote at any meeting to consent to a resolution in writing to be signed by all or any of the shareholders of the Corporation.

2. CLASS C PREFERRED SHARES

A. SPECIAL PURPOSE: Pursuant to the Business Corporations Act, the Class C preferred shares are hereby created for:

- (i) the purpose of being issued in exchange for either:
 - (A) property other than a promissory note or promise to pay; or
 - (B) issued shares of the Corporation of a different class;
- (ii) any other purpose considered appropriate by the Directors.

B. STATED CAPITAL ACCOUNT

In accordance with the provisions of subsection 26(3) of the Business Corporations Act, on the issuance of Class C preferred shares in exchange for property or shares of another class, the Directors of the Corporation may add to the stated capital account for the Class C preferred shares the whole or any part of the amount of the consideration received by the Corporation in exchange.

C. REDEMPTION AMOUNT

The price or consideration payable entirely in lawful money of Canada at which Class C preferred shares shall be redeemed shall be the amount of consideration therefor (the "Class C Redemption Amount") as determined by the Directors of the Corporation at the time of issuance of the Class C preferred shares and at any time or times so as to ensure that the Class C Redemption Amount for such Class C preferred shares issued as partial or total consideration for the Corporation of any assets or the conversion or exchange of any shares (the "Class C Purchased Assets") shall equal the difference between the fair market value of the Class C Purchased Assets as at the date of purchase, conversion or exchange by the Corporation and the aggregate value of non-share consideration, if any, in connection with the issuance of the Class C preferred shares as partial or total consideration for the Class C Purchased Assets.

For greater certainty, such fair market value shall be determined by the Directors of the Corporation upon such expert advice as they deem necessary. Should, however, a competent taxing authority at any time issue or propose to issue any assessments that impose or would impose any liability for tax on the basis of the fair market value of the Class C Purchased Assets is other than the amount approved by the Directors and if the Directors or a competent Court or tribunal agree with such revaluation and all appeal rights have been exhausted or all times for appeal without appeals having been taken, then the Class C Redemption Amount shall be the fair market value of the Class C Purchased Assets as determined by the competent taxing authority.

adjusted nunc pro tunc pursuant to the provisions of this paragraph to reflect upon fair market value and all necessary adjustments, payments and repayments be required shall forthwith be made between the proper authorities.

D. VOTING RIGHTS

Subject to the Business Corporations Act, the holders of the Class C preferred shares shall not, as such, be entitled to receive notice of and attend any meeting of the shareholders of the Corporation but shall not be entitled to vote at a

E. DIVIDEND RIGHTS

When and if declared by the directors of the Corporation in their discretion, the holders of Class C preferred shares in any calendar year shall be entitled to receive a dividend out of profits or surplus of the Corporation properly applicable to the payment of a non-cumulative dividend at such a rate as the directors may from time to time determine, provided that such dividend shall not exceed seven percent (7%) per annum of the Class C Redemption Amount; and provided that dividends may be paid on Class A shares and Class B shares without annual dividends having been declared and paid on the Class C preferred shares; and further provided always that no dividends shall at any time be declared on issued and outstanding Class C preferred shares if the result of the dividend once declared would be to impair the ability of the Corporation to immediately thereafter to redeem all of the issued and outstanding Class C preferred shares, Class D preferred shares and Class F preferred shares.

F. RETURN OF CAPITAL

Upon the liquidation, dissolution or winding-up of the Corporation, whether or not otherwise, or other distribution of the assets of the Corporation or repayment of capital to its shareholders for the purpose of winding up its affairs, the holders of the Class C preferred shares shall be entitled to receive for each such share, in priority to the holders of Class A shares and Class B shares, the Class C Redemption Amount per share plus with all declared but unpaid dividends thereon (herein referred to as the "Redemption Price"). After the payment to the holder of the Class C preferred shares of the Class C Redemption Price for each such share as aforesaid, the holders of the Class C preferred shares shall have no right or claim of any of the remaining assets of the Corporation.

G. PARTY RELATIONSHIP

If upon distribution of the remaining assets of the Corporation upon any liquidation or winding-up, whether voluntary or otherwise, or other distribution of the assets of the Corporation or repayment of capital to its shareholders for the purpose of winding up its affairs, the assets of the Corporation are insufficient to permit payment in full to the holders of Class C preferred shares and Class D preferred shares, the remaining assets of the Corporation shall be distributed to the holders of Class C preferred shares and Class D preferred shares ratably in proportion to the amounts distributable to them as provided in Sections 3(F) and 4(F).

H. REDEMPTION

The Corporation may, upon giving notice as hereinafter provided in Section 3, redeem or purchase the whole or any part of the Class C preferred shares held by the Corporation or its shareholders on payment of the Class C Redemption Price for each share to be redeemed or purchased.

I. RETRACTION PRIVILEGE

Upon written notice of any holder of Class C preferred shares, which notice contains the information required by section 3(J) and which shall be signed by the duly authorized attorney (in which case evidence of such authorization satisfactory to the Corporation shall accompany the notice) the Corporation shall, within ten days or such other period of time as may be set at the time of issuance of the said Class C preferred shares) following the receipt of such notice at the registered office of the Corporation redeem or purchase all or such portion of the outstanding Class C preferred shares included in such notice, for the sum equal to the aggregate Class C Redemption Price in the manner provided in section 3(J).

J. MANNER OF REDEMPTION OR PURCHASE

(i) The redemption or purchase of Class C preferred shares shall be in the following manner:

(A) the Corporation shall, at least thirty (30) days (or such other period of time as may be set at the time of issuance of the said preferred shares) before the date specified for redemption or purchase or such lesser period of time as may be unanimously agreed upon by the holders of all Class C preferred shares then being redeemed or purchased, mail to each holder who at the date of mailing, is the registered holder of the Class C preferred shares to be redeemed or purchased, a notice in writing setting out the intention of the Corporation to redeem or purchase such Class C preferred shares. Such notice shall be mailed to each such shareholder at his address as it appears on the books of the Corporation, or in the absence of the address of any such shareholder not so appearing, then at the last known address of such shareholder, provided, however, that an accidental failure or omission to give such notice to one or more such shareholders shall not affect the validity of such redemption or purchase as to the other holders.

(B) such notice shall set out the Class C Redemption Price, whether the shares are being redeemed pursuant to section 34 of the Business Corporations Act, or whether the shares are being purchased pursuant to section 32 of the Business Corporations Act, and the date on which the redemption or purchase is to take place and, if only part of the shares are to be redeemed or purchased, the number thereof so as to be redeemed or purchased.

(C) on or after the date so specified for redemption or purchase the Corporation shall pay or cause to be paid or to the order of the holders of the Class C preferred shares to be redeemed or purchased the Class C Redemption Price on presentation and surrender at the holder's office of the Corporation, or any other place designated in such notice, and the certificates for the Class C preferred shares called for redemption or purchase and the certificates for such shares shall thereupon be cancelled and the shares represented thereby be deemed to be redeemed or purchased. If only part of the shares represented by any certificate are to be redeemed or purchased, a new certificate for the balance shall be issued at the expense of the Corporation.

(D) from and after the date specified in any such notice, the Class C preferred shares called for redemption or purchase shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise their rights of shareholders in respect thereof; unless payment of the Class C Redemption Price shall not be made upon the presentation of the certificates in accordance with the foregoing provisions, in which case the rights of the holder shall remain unaffected.

(E) the Corporation shall have the right at any time after mail notice of its intention to redeem or purchase any Class C preferred shares to deposit to a special account in any chartered bank or any trust company in Canada named in such notice, the Class C Redemption Price of the shares so called for redemption or purchase, or the Class C Redemption Price of such number of said shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption or purchase. The deposit shall be made in such a manner that it will be paid with interest to or to the order of the respective holders of such Class C preferred shares called for redemption or purchase upon presentation and surrender to such bank or trust company of the share certificates representing the same, and upon such deposit being made, upon the date specified for the redemption or purchase in such notice, whichever is the later, the Class C preferred shares in respect of which such deposit shall have been made shall be and be deemed to be redeemed or repurchased and the rights of the holder thereof after such deposit or such redemption or purchase date, as the case may be, shall be limited to receiving without interest their proportionate share of the Class C Redemption Price so deposited against presentation and surrender of the said certificates held by them respectively, and any interest allowed on such deposit shall belong to the Corporation.

(i) If only part of the outstanding Class C preferred shares are redeemed or purchased at the option of the Corporation at any one time, the Directors may, subject to any contrary rights or restrictions set at the time of issuance of any Class C preferred shares, in their absolute discretion determine the Class C preferred shares so to be redeemed or purchased and such redemption or purchase need not be pro-rata to the holder of the shares or on any other fixed basis.

4. CLASS D PREFERRED SHARES

A. SPECIAL PURPOSE: Pursuant to the Business Corporations Act, the Class D preferred shares are hereby created for:

- (i) the purpose of being issued in exchange for either:
 - (A) property other than a promissory note or promise to pay;
 - (B) issued shares of the Corporation of a different class;
- (ii) any other purpose considered appropriate by the Directors.

B. STATED CAPITAL ACCOUNT

In accordance with the provisions of subsection 26(3) of the Business Corporations Act, on the issuance of Class D preferred shares in exchange for property or shares of another class, the Directors of the Corporation may add to the stated capital account for the Class D preferred shares the whole or any part of the amount of the consideration received by the Corporation in exchange.

C. REDEMPTION AMOUNT

The price or consideration payable entirely in lawful money of Canada at which Class D preferred shares shall be redeemed shall be the amount of consideration payable therefor (the "Class D Redemption Amount") as determined by the Directors.

Corporation at the time of issuance of the Class D preferred shares and ad Directors at any time or times so as to ensure that the Class D Redemption such Class D preferred shares issued as partial or total consideration for the Corporation of any assets or the conversion or exchange of any shares Purchased Assets") shall equal the difference between the fair market valu D Purchased Assets as at the date of purchase, conversion or exchange by t Corporation and the aggregate value of non-share consideration, if any, is Corporation as partial or total consideration for the Class D Purchased As

For greater certainty, such fair market value shall be determined by the D Corporation upon such expert advice as they deem necessary. Should, howev competent taxing authority at any time issue or propose to issue any asses assessments that impose or would impose any liability for tax on the basis market value of the Class D Purchased Assets is other than the amount appr Directors and if the Directors or a competent Court or tribunal agree with revaluation and all appeal rights have been exhausted or all times for app without appeals having been taken, then the Class D Redemption Amount shall adjusted nunc pro tunc pursuant to the provisions of this paragraph to ref upon fair market value and all necessary adjustments, payments and repayme be required shall forthwith be made between the proper authorities.

D. VOTING RIGHTS

Subject to the Business Corporations Act, the holders of the Class D prefe shall not, as such, be entitled to receive notice of and attend any meetin the shareholders of the Corporation but shall not be entitled to vote at a

E. DIVIDEND RIGHTS

When and if declared by the directors of the Corporation in their discreti of Class D preferred shares in any calendar year shall be entitled to rece profits or surplus of the Corporation properly applicable to the payment o non-cumulative dividend at such a rate as the directors may from time to t provided that such dividend shall not exceed seven percent (7%) per annum D Redemption Amount; and provided that dividends may be paid on Class A sh Class B shares without annual dividends having been declared and paid on t preferred shares; and further provided always that no dividends shall at a declared on issued and outstanding Class D preferred shares if the result of the dividend once declared would be to impair the ability of the Corpor immediately thereafter to redeem all of the issued and outstanding Class C shares, Class D preferred shares and Class F preferred shares.

F. RETURN OF CAPITAL

Upon the liquidation, dissolution or winding-up of the Corporation, whethe otherwise, or other distribution of the assets of the Corporation or repay its shareholders for the purpose of winding up its affairs, the holders of preferred shares shall be entitled to receive for each such share, in prio of Class A shares and Class B shares, the Class D Redemption Amount per sh with all declared but unpaid dividends thereon (herein referred to as the Redemption Price). After the payment to the holder of the Class D preferr the Class D Redemption Price for each such share as aforesaid, the holders preferred shares shall have no right or claim of any of the remaining asse Corporation.

G. PARTY RELATIONSHIP

If upon distribution of the remaining assets of the Corporation upon any l dissolution or winding-up, whether voluntary or otherwise, or other distri assets of the Corporation or repayment of capital to its shareholders of t

for the purpose of winding up its affairs, the assets of the Corporation shall be insufficient to permit payment in full to the holders of Class C preferred shares, the remaining assets of the Corporation shall be distributed to the holders of Class C preferred shares and Class D preferred shares ratably in the amounts distributable to them as provided in Sections 3(F) and 4(F).

H. REDEMPTION

The Corporation may, upon giving notice as hereinafter provided in Section 4(J), redeem or purchase the whole or any part of the Class D preferred shares held by the registered shareholders on payment of the Class D Redemption Price for each share to be redeemed or purchased.

I. RETRACTION PRIVILEGE

Upon written notice of any holder of Class D preferred shares, which notice contains the information required by section 4(J) and which shall be signed by the duly authorized attorney (in which case evidence of such authorization satisfactory to the Corporation shall accompany the notice) the Corporation shall, within ten days (or such other period of time as may be set at the time of issuance of the said notice) following the receipt of such notice at the registered office of the Corporation redeem or purchase all or such portion of the outstanding Class D preferred shares included in such notice, for the sum equal to the aggregate Class D Redemption Price in the manner provided in section 4(J).

J. MANNER OF REDEMPTION OR PURCHASE

(i) The redemption or purchase of Class D preferred shares shall be in the following manner:

(A) the Corporation shall, at least thirty (30) days (or such other period of time as may be set at the time of issuance of the said notice) before the date specified for redemption or purchase or such lesser period of time as may be unanimously agreed upon by the holders of all Class D preferred shares then being redeemed or purchased, mail to each registered holder of Class D preferred shares to be redeemed or purchased, a notice in writing of the intention of the Corporation to redeem or purchase such Class D preferred shares. Such notice shall be mailed to each such shareholder at his address as it appears on the books of the Corporation, or in the absence of the address of any such shareholder not so appearing, then at the last known address of such shareholder, provided, however, that an accidental failure or omission to give such notice to one or more such shareholders shall not affect the validity of such redemption or purchase as to the other holders.

(B) such notice shall set out the Class D Redemption Price, whether the shares are being redeemed pursuant to section 34 of the Business Corporations Act, or whether the shares are being purchased pursuant to section 32 of the Business Corporations Act, and the date on which the redemption or purchase is to take place and, if only part of the shares held by the person to whom it is addressed are to be redeemed or purchased, the number thereof so as to be redeemed or purchased.

(C) on or after the date so specified for redemption or purchase the Corporation shall pay or cause to be paid or to the order of the holders of the Class D preferred shares to be redeemed or purchased the Class D Redemption Price on presentation and surrender at the holder's office of the Corporation, or any other place designated in such notice, of the certificates for the Class D preferred shares called for redemption or purchase.

purchase and the certificates for such shares shall thereupon be and the shares represented thereby be deemed to be redeemed or purchased. If only part of the shares represented by any certificate is redeemed or purchased, a new certificate for the balance shall be issued at the expense of the Corporation.

(D) from and after the date specified in any such notice, the Class C preferred shares called for redemption or purchase shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of their rights of shareholders in respect thereof; payment of the Class D Redemption Price shall not be made upon the presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holder shall remain unaffected.

(E) the Corporation shall have the right at any time after mail notice of its intention to redeem or purchase any Class D preferred shares to deposit to a special account in any chartered bank or any trust company in Canada named in such notice, the Class D Redemption Price of the shares so called for redemption or purchase, or the Class D Redemption Price of such number of said shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption or purchase. The deposit shall be made in such a manner that it will be paid with interest to or to the order of the respective holders of such Class C preferred shares called for redemption or purchase upon presentation and surrender to such bank or trust company of the share certificates representing the same, and upon such deposit being made, upon the date specified for the redemption or purchase in such notice, whichever is the later, the Class D preferred shares in respect of which such deposit shall have been made shall be and be deemed to be redeemed or repurchased and the rights of the holder thereof after the date of deposit or such redemption or purchase date, as the case may be, shall be limited to receiving without interest their proportionate share of the Class D Redemption Price so deposited against presentation and surrender of the said certificates held by them respectively, and any interest allowed on such deposit shall belong to the Corporation.

(ii) If only part of the outstanding Class D preferred shares are to be redeemed or purchased at the option of the Corporation at any one time, the Directors shall, subject to any contrary rights or restrictions set at the time of issuance of Class D preferred shares, in their absolute discretion determine the number of Class D preferred shares so to be redeemed or purchased and such redemption or purchase need not be pro-rata to the holder of any member or on any other basis.

5. CLASS E SPECIAL VOTING SHARES

A. ISSUANCE

Class E special voting shares may be issued or allotted by the Directors of the Corporation from time to time for a consideration of \$0.01 for each share.

B. DIVIDENDS

No dividends shall at any time be declared on issued and outstanding Class E special voting shares.

C. RETURN OF CAPITAL

Subject to the rights of the holders of Class C preferred shares and Class

shares, but in priority to the holders of Class A shares and Class B share the liquidation, dissolution or winding-up of the Corporation, either voluntarily, or other distribution of assets or property of the Corporation shareholders for the purpose of winding up its affairs, the holders of Class voting shares will be entitled to receive \$0.01 for each share held.

D. VOTING RIGHTS

(i) The original registered holders of Class E special voting shares to receive notice of and attend all meetings of shareholders of the Corporation and shall, in respect of each such share held by them, be entitled to any such meeting.

(ii) Upon the death of the original registered shareholder, or purported the original registered holder, all Class E special voting shares which by the original shareholder, who has died or purported to dispose of redeemed by the Corporation in return for the payment by the Corporation holders of them of \$0.01 for each share held.

6. CLASS F PREFERRED SHARES

A. PURPOSE: Pursuant to the Business Corporations Act, the Class F preferred shall be issued only for cash.

B. STATED CAPITAL ACCOUNT: In accordance with the provisions of the Business Corporations Act, the Class F preferred shares shall have a stated capital the proceeds received by the Corporation therefor.

C. REDEMPTION AMOUNT: The Class F preferred shares shall be redeemable by the Corporation at any time for their original stated capital amount.

D. VOTING RIGHTS: Subject to the Business Corporations Act, the holders of Class F preferred shares shall not, as such, be entitled to receive notice of or attend any meeting or meetings of the shareholders of the Corporation.

E. DIVIDEND RIGHTS: When and if declared by the directors of the Corporation at their discretion, the holders of Class F preferred shares in any calendar year shall be entitled to receive out of the net profits or surplus of the Corporation the payment of dividends, a non-cumulative dividend at such a rate as the directors from time to time determine on the Class F Redemption Amount; provided that no dividend may be paid on Class A shares and Class B shares without annual dividends being declared on the Class F preferred shares; and further provided always that no dividend shall at any time be declared on issued and outstanding Class F preferred shares the result of the payment of the dividend once declared would be to impair the Corporation immediately thereafter to redeem all of the issued and outstanding preferred shares, Class D preferred shares and Class F preferred shares.

F. RETURN OF CAPITAL: Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or otherwise, or other distribution of the assets of the Corporation or repayment of capital to its shareholders for the purpose of winding up its affairs, the holders of the Class F preferred shares shall be entitled to receive, on such share, in priority to the holders of Class A shares, Class B shares, Class C shares and Class D preferred shares the Class F Redemption Amount per share plus with all declared but unpaid dividends thereon (herein referred to as the Redemption Price). After the payment to the holders of the Class F preferred shares of the Class F Redemption Price for each such share as aforesaid, the holders of the Class F preferred shares shall have no right or claim to any of the remaining assets of the Corporation.

G. REDEMPTION: The Corporation may from time to time, at the option of Corporation, redeem or purchase the whole or any part of the Class F preferred shares held by one or more shareholders on payment for each share to be redeemed of the Class F Redemption Price.

7. ISSUE OF SHARE IN SERIES

A. PREFERRED SHARES

(i) The Directors of the Corporation may at any time and from time to time create preferred shares in one or more Series, each Series to consist of such number of preferred shares as may before the issuance thereof be determined by the Directors of the Corporation.

(ii) The Directors of the Corporation shall from time to time fix before the issuance of preferred shares of any particular Series:

(A) the designation of the preferred shares of that particular Series;

(B) the Redemption Amount for each preferred share of that particular Series; and

(C) the Specified Dividend Rate for each preferred share of that Series.

B. CLASS A AND CLASS B SHARES

(i) The directors of the Corporation may at any time and from time to time create Class A and Class B in one or more series, each series to consist of such number of shares as may before the issuance thereof be determined by the directors of the Corporation.

(ii) The directors of the Corporation shall from time to time fix before the issuance of shares of any particular series the designation, rights, privileges, and conditions attaching to the shares of that particular series.

8. AMENDMENT

A. No further share capital in the Corporation shall be created or issued by a special resolution of each class of shares voting separately by way of

B. The rights, privileges restrictions and limitations attaching to each class of shares only be varied if such variation is consented to in writing by the holders of three fourths (3/4) of the issued and outstanding shares of the respective class. The provisions of The Companies Act of Alberta in all other respects are fully

SCHEDULE B

1. The Directors of the Corporation may, from time to time:
 - (a) borrow money on the credit of the Corporation;
 - (b) re-issue, sell or pledge debt obligations of the Corporation;
 - (c) mortgage, hypothecate, pledge or otherwise create a security interest subsequently acquired to secure any debt obligation of the Corporation; and
 - (d) sign bills, notes, contracts and other evidences of or securities for to be borrowed.

2. The Corporation shall be a Private Corporation as defined under The Securities Act that it has the following restrictions:
 - (a) No shares in the capital stock of the Corporation shall be transferred
 - (i) The previous consent of the Directors of the Corporation expressed or by an instrument or instruments in writing signed by a majority of Directors; or
 - (ii) The previous consent of the holders of at least 51% of the share holders thereof to vote expressed by resolution passed by the shareholders or an instrument or instruments in writing signed by such shareholders.
 - (iii) The transfer of shares may be further restricted by a Unanimous Shareholders Agreement. In the event that there is a conflict in the provisions relating to transfers between the said Schedule I and an Unanimous Shareholders Agreement in force, the Unanimous Shareholders Agreement shall prevail.
 - (b) the number of the Corporation's shareholders, exclusive of persons who were formerly in the employment of the company, where, while in that employment continued after the termination of the employment to be shareholders of the Corporation, shall be limited to not more than fifty (50), two or more persons who are joint registrants of one or more shares being counted as one shareholder; and
 - (c) any invitation to the public to subscribe for the Corporation's securities.

SCHEDULE B

1. The Directors of the Corporation may, from time to time:
 - (a) borrow money on the credit of the Corporation;
 - (b) re-issue, sell or pledge debt obligations of the Corporation;
 - (c) mortgage, hypothecate, pledge or otherwise create a security interest subsequently acquired to secure any debt obligation of the Corporation; and
 - (d) sign bills, notes, contracts and other evidences of or securities for to be borrowed.
2. The Corporation shall be a Private Corporation as defined under The Securities Act that it has the following restrictions:
 - (a) No shares in the capital stock of the Corporation shall be transferred:
 - (i) The previous consent of the Directors of the Corporation expressed or by an instrument or instruments in writing signed by a majority of Directors; or
 - (ii) The previous consent of the holders of at least 51% of the share holders thereof to vote expressed by resolution passed by the shareholders or an instrument or instruments in writing signed by such shareholders.
 - (iii) The transfer of shares may be further restricted by a Unanimous Shareholders Agreement. In the event that there is a conflict in the provisions relating to transfers between the said Schedule I and an Unanimous Shareholders Agreement in force, the Unanimous Shareholders Agreement shall prevail.
 - (b) the number of the Corporation's shareholders, exclusive of persons who were formerly in the employment of the company, where, while in that employment continued after the termination of the employment to be shareholders of the Corporation, shall be limited to not more than fifty (50), two or more persons who are joint registrants of one or more shares being counted as one shareholder; and
 - (c) any invitation to the public to subscribe for the Corporation's securities.

APPENDIX “D”

212 AB Corporate Search

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2023/01/13
 Time of Search: 08:20 AM
 Search provided by: BLAKE CASSELS & GRAYDON LLP
 Service Request Number: 38955774
 Customer Reference Number: 79294/16 JMNK

Corporate Access Number: 2021282229
Business Number: 745004317
Legal Entity Name: 2128222 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 2018/06/28 YYYY/MM/DD

Registered Office:

Street: 701-10130 112 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5K2K4

Records Address:

Street: 701-10130 112 ST NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5K2K4

Email Address: CORPREG@MOODYSTAX.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
BIASINI	GARY	I.	MOODYS PRIVATE CLIENT LAW LLP	701, 10130 - 112 STREET NW	EDMONTON	ALBERTA	T5K2K4	GBIASINI@MOC

Directors:

Last Name: REED
First Name: BERNIE
Street/Box Number: PO BOX 45
City: SEXSMITH
Province: ALBERTA
Postal Code: T0H3C0

Voting Shareholders:

Last Name: REED
First Name: BERNIE
Street: BOX 45
City: SEXSMITH
Province: ALBERTA
Postal Code: T0H3C0
Percent Of Voting Shares: 100

Details From Current Articles:**The information in this legal entity table supersedes equivalent electronic attachments**

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

Other Information:**Last Annual Return Filed:****Outstanding Returns:**

Annual returns are outstanding for the 2022 file year(s).

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2018/06/28	Incorporate Alberta Corporation
2019/08/01	Change Director / Shareholder
2020/02/23	Update BN
2021/07/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2022/06/10	Change Address
2022/06/10	Change Agent for Service

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2018/06/28
Restrictions on Share Transfers	ELECTRONIC	2018/06/28
Other Rules or Provisions	ELECTRONIC	2018/06/28

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



SCHEDULE A

1. AUTHORIZED CAPITAL

The class and maximum number of shares that the Corporation is authorized to issue are as follows:

A. An unlimited number of Class A shares without nominal or par value which may be issued and allotted by the Directors of the Corporation from time to time for such consideration as may be fixed from time to time by such Directors and otherwise having the designation, rights, restrictions, conditions and limitations which are hereinafter provided;

B. An unlimited number of Class B shares without nominal or par value which may be issued and allotted by the Directors of the Corporation from time to time for such consideration as may be fixed from time to time by such Directors and otherwise having the designation, rights, restrictions, conditions and limitations which are hereinafter provided;

C. An unlimited number of Class C non-cumulative redeemable preferred shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided;

D. An unlimited number of Class D non-cumulative redeemable preferred shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided;

E. Two thousand (2,000) Class E special voting shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided.

F. An unlimited number of Class F non-cumulative redeemable non-voting preferred shares without nominal or par value and otherwise having the designation, rights, restrictions, conditions and limitations as are hereinafter provided.

2. CLASS A SHARES AND CLASS B SHARES

The following rights, privileges, restrictions, and conditions shall attach to Class A shares and Class B shares:

A. DIVIDENDS

(1) Subject to paragraph (ii), the Directors shall have complete and exclusive discretion to pay dividends on the Class A shares (to the complete exclusion of the Class B shares) or on the Class B shares (to the complete exclusion of the Class A shares) or in part on each such class issued and outstanding in any particular year out of any or all profits or surplus available for dividends at such rate or rates as the Directors may from time to time determine.

(2) No dividends shall at any time be declared on issued and outstanding Class A shares or Class B shares if the result of the payment of the dividend once declared would be to impair the ability of the Corporation to immediately thereafter to redeem all the issued and outstanding Class C preferred shares, Class D preferred shares and Class F preferred shares at their redemption price (as hereinafter defined).

B. RETURN OF CAPITAL

Subject to the rights of the holders of Class C preferred shares, Class D

shares and Class F preferred shares, in the event of a liquidation, dissolution or winding-up of the Corporation, either voluntarily or involuntarily, or other distribution of assets or property of the Corporation amongst its shareholders for the purpose of winding up its affairs, the holders of the Class A shares and Class B shares will be entitled to participate equally in the distribution of assets of the Corporation.

C. VOTING RIGHTS

The registered holder of each Class A share and each Class C share shall be entitled to receive notice of and attend all meetings of shareholders of the Corporation and shall, in respect of each such share so held by him, be entitled to one vote at any such meeting or to consent to a resolution in writing to be passed by all or any of the shareholders of the Corporation.

3. CLASS C PREFERRED SHARES

A. SPECIAL PURPOSE: Pursuant to the Business Corporations Act, the Class C preferred shares are hereby created for:

(1) the purpose of being issued in exchange for either:

- (i) property other than a promissory note or promise to pay; or
- (ii) issued shares of the Corporation of a different class;

(2) any other purpose considered appropriate by the Directors.

B. STATED CAPITAL ACCOUNT

In accordance with the provisions of subsection 28(3) of the Business Corporations Act, on the issuance of Class C preferred shares in exchange for property or shares of another class, the Directors of the Corporation may maintain the stated capital account maintained for the Class C preferred shares to the extent of any part of the amount of the consideration received by the Corporation in exchange.

C. REDEMPTION AMOUNT

The price or consideration payable entirely in lawful money of Canada at which the Class C preferred shares shall be redeemed shall be the amount of consideration received therefor (the "Class C Redemption Amount") as determined by the Directors of the Corporation at the time of issuance of Class C preferred shares and adjusted by the Directors at any time or time to ensure that the Class C Redemption Amount of such Class C preferred shares issued as partial or total consideration for the purchase by the Corporation of assets or the conversion or exchange of any shares (the "Class C Purchased Assets") shall equal the difference between the fair market value of the Class C Purchased Assets as at the date of purchase, conversion or exchange by the Corporation and the aggregate value of non-share consideration, if any, in the purchase by the Corporation as partial or total consideration for the Class C Purchase.

For greater certainty, such fair market value shall be determined by the Directors of the Corporation upon such expert advice as they deem necessary. Should however, any competent taxing authority at any time issue or propose to issue an assessment or assessments that impose or would impose any liability for tax on the basis that the fair market value of the Class C Purchased Assets is other than the amount approved by the Directors and if the Directors or a competent court or tribunal agree with such revaluation and all appeal rights have been exhausted and all times for appeal have expired without appeals having been taken, then

Class C Redemption Amount shall be adjusted nunc pro tunc pursuant to the provisions of this paragraph to reflect the agreed upon fair market value . necessary adjustments, payments and repayments as may be required shall forthwith be made between the proper authorities.

D. VOTING RIGHTS

Subject to the Business Corporations Act, the holders of the Class C prefe shares shall not, as such, be entitled to receive notice of and attend any meetings of the shareholders of the Corporation but shall not be entitled any such meeting.

E. DIVIDEND RIGHTS

When and if declared by the directors of the Corporation in their discreti holders of Class C preferred shares in any calendar year shall be entitled receive out of the net profits or surplus of the Corporation properly appl the payment of dividends, a non-cumulative dividend at such a rate as the directors may from time to time determine, provided that such dividend sha exceed seven percent (7%) per annum on the Class C Redemption Amount; and provided that dividends may be paid on Class A shares, or Class B shares w annual dividends having been declared and paid on the Class C preferred sh and further provided always that no dividends shall at any time be declare issued and outstanding Class C preferred shares if the result of the payme dividend once declared would be to impair the ability of the Corporation immediately thereafter to redeem all of the issued and outstanding Class C preferred shares, Class D preferred shares and Class F preferred shares.

F. RETURN OF CAPITAL

Upon the liquidation, dissolution or winding-up of the Corporation, whethe voluntary or otherwise, or other distribution of the assets of the Corpora repayment of capital to its shareholders for the purpose of winding up its the holders of the Class C preferred shares shall be entitled to receive f such share, in priority of the holders of Class A shares and Class B share Class C Redemption Amount per share together with all declared but unpaid dividends thereon (herein referred to as the "Class C Redemption Price"). the payment to the holder of the Class C preferred shares of the Class C Redemption Price for each such share as aforesaid, the holders of the Clas preferred shares shall have no right or claim of any o Corporation.

G. PARITY RELATIONSHIP

If upon distribution of the remaining assets of the Corporation upon any liquidation, dissolution or winding-up, whether voluntary or otherwise, or distribution of the assets of the Corporation or repayment of capital to i shareholders of the Corporation for the purpose of winding up its affairs, assets of the Corporation shall be insufficient to permit payment in full holders of Class C preferred shares and Class D preferred shares, the rema assets of the Corporation shall be distributed to the holders of Class C p shares and Class D preferred shares ratably in proportion to the amounts distributable to them as provided in Sections 3(F) and 4(F).

H. REDEMPTION

The Corporation may, upon giving notice as hereinafter provided in Section redeem or purchase the whole or any part of the Class C preferred shares h one or more shareholders on payment of the Class C Redemption Price for ea share to be redeemed or purchased.

I. RETRACTION PRIVILEGE

Upon written notice of any holder of Class C preferred shares, which notice contain the information required by section 3(J) and which shall be signed by the holder or his duly authorized attorney (in which case evidence of such authorization satisfactory to the Corporation shall accompany the notice) the Corporation shall, within ten (10) days (or such other period of time as may be set at the time of issuance of the said Class C preferred shares) following the receipt of such notice at the registered office of the Corporation redeem or purchase such portion of the outstanding Class C preferred shares included in such notice for the sum equal to the aggregate Class C Redemption Price in the manner provided in section 3(J).

J. MANNER OF REDEMPTION OR PURCHASE

(1) The redemption or purchase of Class C preferred shares shall be in the following manner:

(A) the Corporation shall, at least thirty (30) days (or such other period of time as may be set at the time of issuance of the said preferred shares) before the date specified for redemption or purchase or such lesser period of time as may be unanimously agreed upon by the holders of all Class C preferred shares then being redeemed or purchased, mail to each person, who at the date of mailing, is the registered holder of the Class C preferred shares to be redeemed or purchased, a notice in writing of the intention of the Corporation to redeem or purchase such Class C preferred shares. Such notice shall be mailed to each such shareholder at his address as it appears on the books of the Corporation, or in the event of the death of any such shareholder not so appearing, then the last known address of such shareholder, provided, however, that an accidental failure or omission to give such notice to one or more of the such shareholders shall not affect the validity of such redemption or purchase as to the other holders.

(B) such notice shall set out the Class C Redemption Price whether the shares are being redeemed pursuant to section 36 of the Business Corporations Act, or whether the shares are being purchased pursuant to section 34 of the Business Corporations Act and the date on which redemption or purchase is to take place and if only part of the shares held by the person to whom it is addressed are to be redeemed or purchased, the number thereof so as to be redeemed or purchased.

(C) on or after the date so specified for redemption or purchase the Corporation shall pay or cause to be paid or to the order of the registered holders of the Class C preferred shares to be redeemed or purchased, the Class C Redemption Price on presentation and surrender at the head office of the Corporation, or any other place designated in such notice, of the certificates for the Class C preferred shares called for redemption or purchase and the certificates for such shares shall thereupon be cancelled and the shares represented thereby be deemed to be redeemed or purchased. If only part of the shares represented by any certificate are redeemed or purchased, a new certificate for the balance shall be issued at the expense of the Corporation.

(D) from and after the date specified in any such notice, the Class C preferred shares called for redemption or purchase shall cease to be outstanding.

entitled to dividends, and the holders thereof shall not be entitled to exercise any of their rights of shareholders in respect thereof unless payment of the Class C Redemption Price shall not be made upon the presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holder shall remain unaffected.

(E) the Corporation shall have the right at any time after notice of its intention to redeem or purchase any Class C preferred shares to deposit to a special account in any chartered bank or trust company in Canada named in such notice, the Class C Redemption Price of the shares so called for redemption or purchase, or the Class C Redemption Price of such number of said shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption or purchase. The deposit shall be made in such a manner that it will be paid without interest to or to the order of the respective holders of such Class C preferred shares called for redemption or purchase upon presentation and surrender to such bank or trust company of the share certificate or certificate representing the same, and upon such deposit being made or upon the date specified for the redemption or purchase in such notice whichever is the later, the Class C preferred shares in respect of which such deposit shall have been made shall be and be deemed to be redeemed or repurchased and the rights of the holder thereof after such deposit or such redemption or purchase date, as the case may be, shall be limited to receiving without interest their proportionate share of the total Class C Redemption Price so deposited against presentation and surrender of the said certificates held by them respectively, and any interest allowed on such deposit shall belong to the Corporation.

(2) If only part of the outstanding Class C preferred shares are redeemed or purchased at the option of the Corporation at any one time, the Directors may, subject to any contrary rights or restrictions set out in the articles of incorporation of any Class C preferred shares, in their absolute discretion determine the Class C preferred shares so to be redeemed or purchased and such redemption or purchase need not be pro-rata to the holder of such shares or on any other fixed basis.

4. CLASS D PREFERRED SHARES

A. SPECIAL PURPOSE: Pursuant to the Business Corporations Act, the preferred shares are hereby created for:

(1) the purpose of being issued in exchange for either:

- (i) property other than a promissory note or promise to pay;
- (ii) issued shares of the Corporation of a different class;

(2) any other purpose considered appropriate by the Corporation.

B. STATED CAPITAL ACCOUNT

In accordance with the provisions of subsection 28(3) of the Business Corporations Act, on the issuance of Class D preferred shares in exchange for property or shares of another class, the Directors of the Corporation may determine the stated capital account maintained for the Class D preferred shares to be the amount of the consideration received by the Corporation for the shares or any part of the amount of the consideration received by the Corporation.

exchange.

C. REDEMPTION AMOUNT

The price or consideration payable entirely in lawful money of Canada at which the Class D preferred shares shall be redeemed shall be the amount of consideration received therefor (the "Class D Redemption Amount") as determined by the Directors of the Corporation at the time of issuance of Class D preferred shares and adjusted by the Directors at any time or time to ensure that the Class D Redemption Amount of such Class D preferred shares issued as partial or total consideration for the purchase by the Corporation of assets or the conversion or exchange of any shares (the "Class D Purchased Assets") shall equal the difference between the fair market value of the Class D Purchased Assets as at the date of purchase, conversion or exchange by the Corporation and the aggregate value of non-share consideration, if any, in the Corporation as partial or total consideration for the Class D Purchase.

For greater certainty, such fair market value shall be determined by the Directors of the Corporation upon such expert advice as they deem necessary. Should however, any competent taxing authority at any time issue or propose to issue an assessment or assessments that impose or would impose any liability for tax on the basis that the fair market value of the Class D Purchased Assets is other than the amount approved by the Directors and if the Directors or a competent Canadian tribunal agree with such revaluation and all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken, then the Class D Redemption Amount shall be adjusted nunc pro tunc pursuant to the provisions of this paragraph to reflect the agreed upon fair market value. Any necessary adjustments, payments and repayments as may be required shall forthwith be made between the proper authorities.

D. VOTING RIGHTS

Subject to the Business Corporations Act, the holders of the Class D preferred shares shall not, as such, be entitled to receive notice of and attend any meetings of the shareholders of the Corporation but shall not be entitled to vote at any such meeting.

E. DIVIDEND RIGHTS

When and if declared by the directors of the Corporation in their discretion, the holders of Class D preferred shares in any calendar year shall be entitled to receive out of the net profits or surplus of the Corporation properly applied the payment of dividends, a non-cumulative dividend at such a rate as the directors may from time to time determine, provided that such dividend shall not exceed seven percent (7%) per annum on the Class D Redemption Amount; and provided that dividends may be paid on Class A shares, or Class B shares when annual dividends having been declared and paid on the Class D preferred shares and further provided always that no dividends shall at any time be declared or paid on issued and outstanding Class D preferred shares if the result of the payment of a dividend once declared would be to impair the ability of the Corporation to immediately thereafter to redeem all of the issued and outstanding Class C preferred shares, Class D preferred shares and Class F preferred shares.

F. RETURN OF CAPITAL

Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or otherwise, or other distribution of the assets of the Corporation, the repayment of capital to its shareholders for the purpose of winding up its affairs, the holders of the Class D preferred shares shall be entitled to receive first such share, in priority of the holders of Class A shares and Class B shares.

Class D Redemption Amount per share together with all declared but unpaid dividends thereon (herein referred to as the "Class D Redemption Price"). the payment to the holder of the Class D preferred shares of the Class D Redemption Price for each such share as aforesaid, the holders of the Class D preferred shares shall have no right or claim of any of the remaining assets of the Corporation.

G. PARITY RELATIONSHIP

If upon distribution of the remaining assets of the Corporation upon any liquidation, dissolution or winding-up, whether voluntary or otherwise, or distribution of the assets of the Corporation or repayment of capital to its shareholders of the Corporation for the purpose of winding up its affairs, assets of the Corporation shall be insufficient to permit payment in full to the holders of Class C preferred shares and Class D preferred shares, the remaining assets of the Corporation shall be distributed to the holders of Class C preferred shares and Class D preferred shares ratably in proportion to the amounts distributable to them as provided in Sections 3(F) and 4(F).

H. REDEMPTION

The Corporation may, upon giving notice as hereinafter provided in Section 4(J), redeem or purchase the whole or any part of the Class D preferred shares held by one or more shareholders on payment of the Class D Redemption Price for each share to be redeemed or purchased.

I. RETRACTION PRIVILEGE

Upon written notice of any holder of Class D preferred shares, which notice contains the information required by section 4(J) and which shall be signed by the holder or his duly authorized attorney (in which case evidence of such authorization satisfactory to the Corporation shall accompany the notice), the Corporation shall, within ten (10) days (or such other period of time as may be determined at the time of issuance of the said Class D preferred shares) following the receipt of such notice at the registered office of the Corporation, redeem or purchase such portion of the outstanding Class D preferred shares included in such notice for the sum equal to the aggregate Class D Redemption Price in the manner provided in section 4(J).

J. MANNER OF REDEMPTION OR PURCHASE

(1) The redemption or purchase of Class D preferred shares shall be in the following manner:

(i) the Corporation shall, at least thirty (30) days (or such other period of time as may be set at the time of issuance of the said preferred shares) before the date specified for redemption or purchase or such lesser period of time as may be unanimously agreed upon by the holders of all Class D preferred shares then being redeemed or purchased, mail to each person, who at the date of mailing, is the registered holder of the Class D preferred shares to be redeemed or purchased, a notice in writing of the intention of the Corporation to redeem or purchase such Class D preferred shares. Such notice shall be mailed to each such shareholder at his address as it appears on the books of the Corporation, or in the event of the address of any such shareholder not so appearing, then the last known address of such shareholder, provided, however, that an accidental failure or omission to give such notice to one or more of the such shareholders shall not affect the validity of such redemption or purchase as to the other holders.

(ii) such notice shall set out the Class D Redemption Price, whether the shares are being redeemed pursuant to section 36 of the Business Corporations Act, or whether the shares are being purchased pursuant to section 34 of the Business Corporations Act and the date on which redemption or purchase is to take place and if only part of the shares held by the person to whom it is addressed are to be redeemed or purchased, the number thereof so as to be redeemed or purchased.

(iii) on or after the date so specified for redemption or purchase the Corporation shall pay or cause to be paid or to the order of the registered holders of the Class D preferred shares to be redeemed or purchased, the Class D Redemption Price on presentation and surrender at the head office of the Corporation, or any other place designated in such notice, of the certificates for the Class D preferred shares called for redemption or purchase and the certificates for such shares shall thereupon be cancelled and the shares represented thereby be deemed to be redeemed or purchased. If only part of the shares represented by any certificate are redeemed or purchased, a new certificate for the balance shall be issued at the expense of the Corporation.

(iv) from and after the date specified in any such notice, the Class D preferred shares called for redemption or purchase shall cease to be entitled to dividends, and the holders thereof shall not be entitled to exercise any of their rights of shareholders in respect thereof unless payment of the Class D Redemption Price shall not be made upon the presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holder shall remain unaffected.

(v) the Corporation shall have the right at any time after mail notice of its intention to redeem or purchase any Class D preferred shares to deposit to a special account in any chartered bank or trust company in Canada named in such notice, the Class D Redemption Price of the shares so called for redemption or purchase, or the Class D Redemption Price of such number of said shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption or purchase. The deposit shall be made in such a manner that it will be paid without interest to or to the order of the respective holders of such Class D preferred shares called for redemption or purchase upon presentation and surrender to such bank or trust company of the share certificate or certificate representing the same, and upon such deposit being made or upon the date specified for the redemption or purchase in such notice whichever is the later, the Class D preferred shares in respect of which such deposit shall have been made shall be and be deemed to be redeemed or repurchased and the rights of the holder thereof after such deposit or such redemption or purchase date, as the case may be, shall be limited to receiving without interest their proportionate share of the total Class D Redemption Price so deposited against presentation and surrender of the said certificate held by them respectively, and any interest allowed on such deposit shall belong to the Corporation.

(2) If only part of the outstanding Class D preferred shares are redeemed or purchased at the option of the Corporation at any one time, the Directors may, subject to any contrary rights or restrictions set at

of issuance of any Class D preferred shares, in their absolute discretion determine the Class D preferred shares so to be redeemed or purchased and such redemption or purchase need not be pro-rata to the holder of member or on any other fixed basis.

5. CLASS E SPECIAL VOTING SHARES

A. ISSUANCE

Class E special voting shares may be issued or allotted by the Directors of Corporation from time to time for a consideration of \$0.01 for each share.

B. DIVIDENDS

No dividends shall at any time be declared on issued and outstanding Class special voting shares.

C. RETURN OF CAPITAL

Subject to the rights of the holders of Class C preferred shares and Class preferred shares, but in priority to the holders of Class A shares and Class shares, in the event of the liquidation, dissolution or winding-up of the Corporation, either voluntarily or involuntarily, or other distribution of property of the Corporation amongst its shareholders for the purpose of winding up its affairs, the holders of Class E special voting shares will be entitled to receive \$0.01 for each share held.

D. VOTING RIGHTS

(1) The original registered holders of Class E special voting shares entitled to receive notice of and attend all meetings of shareholders of the Corporation and shall, in respect of each such share held by them, be entitled to one vote at any such meeting.

(2) Upon the death of the original registered shareholder, or upon the disposition by the original registered holder, all Class E special voting shares which are owned by the original shareholder, who has died or purported to dispose of them shall be redeemed by the Corporation in return for the payment by the Corporation to the holders of them of \$0.01 for each share held.

6. CLASS F PREFERRED SHARES

A. PURPOSE: Pursuant to the Business Corporations Act, the Class F preferred shares shall be issued only for cash.

B. STATED CAPITAL ACCOUNT: In accordance with the provisions of the Business Corporations Act, the Class F preferred shares shall have a stated capital account equal to the proceeds received by the Corporation therefor.

C. REDEMPTION AMOUNT: The Class F preferred shares shall be redeemable by the Corporation at any time for their original stated capital amount.

D. VOTING RIGHTS: Subject to the Business Corporations Act, the holders of Class F preferred shares shall not, as such, be entitled to receive notice of or attend or vote at any meeting or meetings of the shareholders of the Corporation.

E. DIVIDEND RIGHTS: When and if declared by the directors of the Corporation in their discretion, the holders of Class F preferred shares in any calendar year shall be entitled to receive out of the net profits or surplus of the Corporation.

properly applicable to the payment of dividends, a non-cumulative dividend such a rate as the directors may from time to time determine on the Class Redemption Amount; provided that dividends may be paid on Class A shares and Class B shares without annual dividends have been declared on the Class F preferred shares; and further provided always that no dividends shall at any time be declared on issued and outstanding Class F preferred shares if the resumption of the dividend once declared would be to impair the ability of the Corporation immediately thereafter to redeem all of the issued and outstanding Class C preferred shares, Class D preferred shares and Class F preferred shares.

F. RETURN OF CAPITAL: Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or otherwise, or other distribution of the assets of the Corporation or repayment of capital to its shareholders for the purpose of winding-up its affairs, the holders of the Class F preferred shares shall be entitled to receive for each such share, in priority to the holders of Class A shares, Class C preferred shares and Class D preferred shares the Class F Redemption Amount per share together with all declared but unpaid dividends thereon (herein referred to as the Class F Redemption Price). After the payment to the holders of the Class F preferred shares of the Class F Redemption Price for each such share as aforesaid, the holders of the Class F preferred shares shall have no right or claim to any of the remaining assets of the Corporation.

G. REDEMPTION: The Corporation may from time to time, at the option of the Corporation, redeem or purchase the whole or any part of the Class F preferred shares held by one or more shareholders on payment for each share to be redeemed or purchased of the Class F Redemption Price.

7. ISSUE OF SHARE IN SERIES

A. PREFERRED SHARES

(1) The Directors of the Corporation may at any time and from time to time issue preferred shares in one or more Series, each Series to consist of a specified number of preferred shares as may before the issuance thereof be determined by the Directors of the Corporation.

(2) The Directors of the Corporation shall from time to time fix before the issuance of any preferred shares of any particular Series:

(i) the designation of the preferred shares of that particular Series;

(ii) the Redemption Amount for each preferred share of that particular Series; and

(iii) the Specified Dividend Rate for each preferred share of that particular Series.

B. CLASS A AND CLASS B SHARES

(1) The directors of the Corporation may at any time and from time to time issue Class A and Class B in one or more series, each series to consist of a specified number of shares as may before the issuance thereof be determined by the directors of the Corporation.

(2) The directors of the Corporation shall from time to time fix before the issuance of any shares of any particular series the designation, rights, privileges, restrictions and conditions attaching to the shares of that particular series.

8. AMENDMENT

A. No further share capital in the Corporation shall be created or issue authorized by a special resolution of each class of shares voting separate of class vote; and

B. The rights, privileges restrictions and limitations attaching to each may only be varied if such variation is consented to in writing by the hol, least three-fourths (3/4) of the issued and outstanding shares of the resp class and the provisions of The Business Corporations Act of Alberta in al respects are fully complied with.

SCHEDULE B

RESTRICTIONS ON SHARE TRANSFERS

1. No shares in the capital stock of the corporation shall be transferred without either:

(a) the previous consent of the directors of the corporation expressed by resolution or by an instrument or instruments in writing signed by a majority of the directors; or,

(b) the previous consent of the holders of at least 51% of the shares entitling the holders thereof to vote expressed by resolution passed by the shareholders or by an instrument or instruments in writing signed by such shareholders;

(c) the transfer of shares may be further restricted by a Unanimous Shareholders Agreement. In the event that there is a conflict in the provisions restricting share transfers between the said Schedule I and a Unanimous Shareholders Agreement in force, the Unanimous Shareholders Agreement shall prevail.

2. The number of the Corporation's shareholders, exclusive of persons who having been formerly in the employment of the company, where, while in that employment, and have continued after the termination to the shareholders of the company, is limited to not more than fifty (50), two or more persons who are joint registered owners of one or more shares being counted as one shareholder; and,

3. Any invitation to the public to subscribe for the Corporation's securities is prohibited.

SCHEDULE C

OTHER PROVISIONS

The Directors of the Corporation may, from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) re-issue, sell or pledge debt obligations of the Corporation;
- (c) mortgage, hypothecate, pledge or otherwise create a security interest in all or subsequently acquired to secure any debt obligation of the Corporation; and
- (d) sign bills, notes, contracts and other evidences of or securities for money borrowed or to be borrowed.

APPENDIX “E”

Paragon Custom Crushing Ltd. Website



Paragon Custom Crushing Ltd.

[Home](#)[About](#)[Products and Services](#)[Employment](#)[Equipment For Sale](#)

ABOUT US

Paragon Custom Crushing Ltd. is a family owned and operated company, with our management staff having 30 to 40 years of experience, supplying quality products and services to western Canada.

Paragon Custom Crushing Ltd has crushed hundreds of millions of tonnes, most within various provincial transportation specifications and with some custom crushing as per the request of individual clients. Utilizing any of our crusher spreads and the various screening setups at our disposal we can accommodate most request.

Paragon Custom Crushing Ltd. is committed to operating in such a manner that prevents pollution, noise, odor, and decreases negative environmental impact and minimizes risk to both human health and the environment. It is our policy to conduct our business in an environmentally responsible manner that protects the public, our employees, and the communities where we live, work and play for generations to come.

•The Following are some of Paragon Custom Crushing Ltd personal with the experience and skills we have to offer our clients.

- President – Bernie Reed – over 40 years experience in the industry.**
- Vice President – David Howells – 30 years experience in the industry.**
- HSE - Marla Howells -20 years**
- Crusher Supervisor – Steve Wade – 30 Years**
- Crusher Supervisor – Cory Hancar – 30 Years**
- Crusher Supervisor – Cory Reed – 20 Years**



APPENDIX“F”

Email Correspondence relating to Hauling

From: Mary-Ann Clavette
Sent: Wednesday, October 13, 2021 8:53 AM
To: Guilherme Weinem
Cc: Aden Sheikh; Allan Blair; Jim Dow; Cory Reed; Pholloway
Subject: RE: [External] FW: AFDE/RBee Crushing Haul Trucks
Attachments: JHA - For RBee Area 24 - 2021 - signed.pdf

Guilherme

As requested please find attached the JHA

If you have any questions or suggestions for revisions please let me know

Mary-Ann

Mary-Ann Clavette, B.Ed.
 CRSP, CHSC, CSC-GS, NCSO, CSO, RYT500
 Health, Safety & Environmental Advisor
RBee Aggregate Consulting Ltd
 Cell: 780-897-8724
 Office: 780-942-2434
 Fax: 780-942-2857
maryann@rbeecrushing.ca



From: Guilherme Weinem <Guilherme.Weinem@afde.ca>
Sent: October 13, 2021 6:19 AM
To: Mary-Ann Clavette <maryann@rbeecrushing.ca>
Cc: Aden Sheikh <Aden.Sheikh@afde.ca>; Allan Blair <Allan.Blair@afde.ca>; Jim Dow <jim.dow@afde.ca>; Cory Reed <creed@rbeecrushing.ca>; Pholloway <pholloway@rmcgroup.com>
Subject: FW: [External] FW: AFDE/RBee Crushing Haul Trucks

Hi Mary-Ann,

Can you please provide a JHA for hauling works, as per Aden's request below?

Thanks,
Guilherme Weinem
 Concrete Batch Plant and Aggregates Supervisor
 M: 604.754.8901 | E: guilherme.weinem@afde.ca

Aecon-Flatiron-Dragados-EBC Partnership
 Site C Project – GSS Civil Works | afde.ca

From: Aden Sheikh <Aden.Sheikh@afde.ca>
Sent: Tuesday, October 12, 2021 4:18 PM
To: Guilherme Weinem <Guilherme.Weinem@afde.ca>; Gary Anderson <Gary.Anderson@afde.ca>; Jim Dow <jim.dow@afde.ca>; Allan Blair <Allan.Blair@afde.ca>
Cc: Jorge Marin <jorge.marin@afde.ca>; Denis Lépinay <Denis.Lepinay@afde.ca>; Jason Stewart <Jason.Stewart@afde.ca>
Subject: RE: [External] FW: AFDE/RBee Crushing Haul Trucks

Guilherme,
 We also need some form of hazard assessment for the haul operation – JHA would suffice I think. Then we will add our ERP, first stuff, etc. and sent it to them.

Thanks

Aden Sheikh, CRSP, BSc
Deputy Safety Manager
 M: 204.218.2894 | E: aden.sheikh@afde.ca
Aecon-Flatiron-Dragados-EBC Partnership
 Site C Project – GSS Civil Works | afde.ca

From: Guilherme Weinem <Guilherme.Weinem@afde.ca>
Sent: Tuesday, October 12, 2021 1:11 PM
To: Aden Sheikh <Aden.Sheikh@afde.ca>; Gary Anderson <Gary.Anderson@afde.ca>; Jim Dow <jim.dow@afde.ca>; Allan Blair <Allan.Blair@afde.ca>
Cc: Jorge Marin <jorge.marin@afde.ca>; Denis Lépinay <Denis.Lepinay@afde.ca>; Jason Stewart <Jason.Stewart@afde.ca>
Subject: RE: [External] FW: AFDE/RBee Crushing Haul Trucks

Hi Aden,

Please see attached a sketch showing the hauling route. They are hauling granular material using 5 40ton Rock Trucks, roughly 15 loads per hour.

Please let me know if you need any further information.

Cheers,
Guilherme Weinem
Concrete Batch Plant and Aggregates Supervisor
 M: 604.754.8901 | E: guilherme.weinem@afde.ca

Aecon-Flatiron-Dragados-EBC Partnership
 Site C Project – GSS Civil Works | afde.ca

From: Aden Sheikh <Aden.Sheikh@afde.ca>
Sent: Tuesday, October 12, 2021 9:51 AM
To: Gary Anderson <Gary.Anderson@afde.ca>; Jim Dow <jim.dow@afde.ca>; Allan Blair <Allan.Blair@afde.ca>
Cc: Jorge Marin <jorge.marin@afde.ca>; Denis Lépinay <Denis.Lepinay@afde.ca>; Guilherme Weinem

<Guilherme.Weinem@afde.ca>; Jason Stewart <Jason.Stewart@afde.ca>

Subject: RE: [External] FW: AFDE/RBee Crushing Haul Trucks

They are asking for a traffic management for using the regular STC roads? When have ever done?
I know we submitted something for the trashrack in 2019 through aconex, we can help update that.
Guilherme,

Can you please get something from RBEE/RMC for the haul from area 24 to the crusher. Area 24 and the crusher are both AFDE prime area so just the travel between.

Thanks,

Aden Sheikh, CRSP, BSc

Deputy Safety Manager

M: 204.218.2894 | E: aden.sheikh@afde.ca

Aecon-Flatiron-Dragados-EBC Partnership

Site C Project – GSS Civil Works | afde.ca

From: Gary Anderson <Gary.Anderson@afde.ca>

Sent: Tuesday, October 12, 2021 9:17 AM

To: Jim Dow <jim.dow@afde.ca>; Aden Sheikh <Aden.Sheikh@afde.ca>; Allan Blair <Allan.Blair@afde.ca>

Cc: Jorge Marin <jorge.marin@afde.ca>; Denis Lépinay <Denis.Lepinay@afde.ca>; Guilherme Weinem <Guilherme.Weinem@afde.ca>; Jason Stewart <Jason.Stewart@afde.ca>

Subject: FW: [External] FW: AFDE/RBee Crushing Haul Trucks

Jim/Allan/Aden,

The BC Hydro safety department is requesting a traffic management plan from RMC/RBee for their haul trucks as well as the trashrack deliveries from Septimus to Area 24. Is this something you can assist with?

Gary Anderson | M: 604-376-5445

Next Days Off: Oct 21st – 24th, 2021

From: Kenyon, Tyler <Tyler.Kenyon@bchydro.com>

Sent: October 12, 2021 9:01 AM

To: Gary Anderson <Gary.Anderson@afde.ca>; Jason Stewart <Jason.Stewart@afde.ca>

Cc: Gulbranson, Ken <Ken.Gulbranson@bchydro.com>

Subject: FW: [External] FW: AFDE/RBee Crushing Haul Trucks

Hi Gents,

Just following up on this previous request.

Regards,

Tyler

From: Barkhouse, Will <Will.Barkhouse@bchydro.com>

Sent: 2021, October 12 9:00 AM

To: Kenyon, Tyler <Tyler.Kenyon@bchydro.com>

Cc: Stevens, Matt <Matt.Stevens@bchydro.com>

Subject: FW: [External] FW: AFDE/RBee Crushing Haul Trucks

Hi Tyler,

Can you provide an update on this for Marina? It seems like we want an updated submission for both the trash rack deliveries and the material haul from Area 24 to the GSS crushing plant.

I know we asked for an update on the trash rack deliveries so that should just be a follow-up but it is the first I'm hearing of the Area 24 haul. The request came from our safety team so we will likely have to provide something.

Thanks,

Will

Will Barkhouse | Interface Engineer

BC Hydro
Site C Office
Fort St. John, BC

M 250 261 8550
E will.barkhouse@bchydro.com

bchydro.com

Smart about power in all we do.

From: Marina Gasmann <marina.gasmann@prhp.ca>

Sent: 2021, October 10 6:48 AM

To: Barkhouse, Will <Will.Barkhouse@bchydro.com>; Brooks, Carmen <carmen.brooks@bchydro.com>

Subject: [External] FW: AFDE/RBee Crushing Haul Trucks

Security Risk Assessment: Use Caution

The email is from <marina.gasmann@prhp.ca> with a friendly name of Marina Gasmann <marina.gasmann@prhp.ca>

DO NOT click on links or open attachments unless you trust the sender and are expecting the link or attachment.

If you suspect this message to be phishing, please report it to BC Hydro [Phishing Support](#)

Good Morning,

Has this been resolved yet? I don't seem to recall approving a package for AFDE hauling in this area.

Also – Will, where are we with the revised package for AFDE activities traveling on Septimus to offload trash racks. I haven't seen anything on that yet either....

From: Smiley, Jeff <Jeff.Smiley@bchydro.com>

Sent: September 29, 2021 2:04 PM

To: Rehan Sarao <rehan.sarao@prhp.ca>

Cc: SiteC.Interfaces <SiteC.Interfaces@bchydro.com>; Michelle Streich <michelle.streich@bchydro.com>; Kevin Rowe <kevin.rowe@bchydro.com>; Marina Gasmann <marina.gasmann@prhp.ca>; Roy Haddad <roy.haddad@prhp.ca>

Subject: AFDE/RBee Crushing Haul Trucks

Good Afternoon Rehan,

I was wondering if you have an interface agreement with AFDE/RBee crushing and an approved Traffic Management Plan for their hauling activities from Area 24 to their crushing Operations in Area 20 ?

Thank you,

Jeff Smiley | Off Dam Site – MCW Work Leader
OSH Specialist, Safety Department

BC Hydro
Site C Construction Office
Fort St. John, BC

P 250-794-0726
M 250-261-4026
E Jeff.Smiley@bchydro.com

bchydro.com

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APPENDIX “G”

Professional Biographies of
Robert Poole and Julian Leizirovici



Robert Poole, FRICS, PQS

Senior Managing Director – Forensic & Litigation Consulting

TD South Tower, Suite 2010, 79 Wellington Street West, Toronto, Ontario M5K 1G8, Canada

+1 416 649 8086

robert.poole@fticonsulting.com

Education

BSc (Hons) Quantity
Surveying, Nottingham,
England

Certifications

FRICS Chartered Quantity
Surveyor
PQS Professional Quantity
Surveyor

Professional Affiliations

Canadian Institute of
Quantity Surveyors
Fellow of Royal Institution
of Chartered Surveyors

Robert Poole is a Senior Managing Director in the FTI Consulting Forensic & Litigation Consulting segment based in Toronto, Canada. Mr. Poole is a member of the Construction Solutions practice, assisting owners and contractors to successfully deliver capital projects and to develop, analyze and resolve claims and disputes.

Mr. Poole has more than 30 years professional experience in Canada and the UK, holding senior positions in public and private organizations delivering expert witness, claims advisory, cost consultancy, risk management and project management services.

Mr. Poole has prepared claims and expert reports on delay and quantum, and he has testified as an expert witness at arbitrations across Canada. He has assisted counsel in construction and real estate disputes presented in court, arbitration and mediation.

Relevant Experience

Arbitration Testimony

- 2021 International Arbitration in Alberta. Testified on my assessment of deficiency and delay costs incurred in Canada and abroad in a dispute between a contractor and subcontractor on a bridge project.
- 2020 in Alberta. Testified on the quantum of a contractor's claim on a highway expansion and interchange project that suffered significant delays and disruption.
- 2019 in Calgary. Testified on the additional costs incurred in the construction of a road, interchanges and two bridges due to delay and additional works.
- 2016 in Toronto. Testified on additional costs and productivity loss in a dispute between contractor and subcontractor for the Billy Bishop Airport Pedestrian Tunnel project.
- 2015 & 2016 in Toronto. Testified on the fair and reasonable cost sharing allocations of common maintenance costs between four owners in a 1.1 million sq. ft. high rise multi-use building.
- 2015 in Toronto. Testified on the costs to construct various options of high-rise and low-rise residential properties to determine the "highest and best use" land valuation in a dispute concerning renewal of a ground lease at a property in Toronto.
- 2015 in Toronto. Testified on quantum in a dispute concerning excavation and concrete work on a Hydroelectric dam project in Northern Ontario.
- 2012 in Toronto. Testified on the costs to construct high-rise residential and luxury retail properties to determine the "highest and best use" land valuation in a dispute concerning renewal of a ground lease at a property on Bloor Street West, Toronto.
- 2011 in Toronto. Testified on quantum in a dispute concerning landscaping and site works to a commercial building in Toronto.

Mediation & Expert Appointments – Construction Delay and Quantum

- Currently leading a consulting expert team retained in 2019 by a construction JV that is building a light rail transit project in Canada. The FTI team has prepared and quantified several delay claims, claims for COVID-19 impacts, and other claims relating to subcontractors. The claims are in excess of \$1 billion.
- Retained in 2022 to prepare a reply report for potential litigation concerning an earthwork subcontractor's claim against the general contractor for an extension of time and damages. The claim relates to the construction of a municipal community centre building in the Greater Toronto Area.
- Appointed in 2022 to prepare an expert report for arbitration that quantifies and explains the estimated costs of a multi-storey underground parking garage and its subsequent design revisions. The garage is attached to a new commercial and industrial building located in Toronto.
- Retained in 2022 in a litigation matter to quantify the damages incurred due to alleged design error in an underground parking structure that resulted in under-utilization of a housing development site in Ontario.
- Prepared an expert reply report in 2022 for litigation purposes concerning a subcontractor's claim against the contractor and owner for delay and additional costs in demolition and abatement work to an office building in Ottawa.
- Prepared an expert opinion for mediation on the quantum of a contractor and subcontractors' delay claims relating to a government building project in Ottawa. The opinion was to support further negotiations and mediation between the parties following their prior agreement on the responsibility for delay.
- Prepared an expert report in 2022 to quantify a contractor's claim for uninsured losses against its subcontractor relating to alleged defective masonry work to a new academic building in Nova Scotia.
- Assisted a contractor in 2021 to prepare a claim for COVID-19 related costs on a P3 hospital redevelopment project in Ontario.
- Quantum expert appointment to calculate the additional costs and productivity loss incurred in the construction of naval vessels due to substantial design changes. Prepared and co-authored one affirmative and two reply expert reports for an International Arbitration held in 2021 and 2022. The Tribunal found in favour of our quantum assessment.
- Retained in 2020 by a provincial Highways Authority to reply to an expert report that quantified a contractor's claim for losses due to additional rock material encountered on a highway expansion and rehabilitation project. Prepared a reply report for litigation purposes.
- Prepared an expert report and reply report concerning the contingencies carried in the contractor's bid on a P3 hospital project in Ontario. The matter was mediated in 2021.
- Prepared an expert report in reply to a loss of profits claim from a party whose contract to supply concrete on a high-rise condo building was terminated. My report quantified the loss of profit at around 10% of the claim. The matter was settled at mediation in 2021.
- Expert quantum appointment to assess the additional costs incurred in construction of a bridge in Western Canada that was delayed due to alleged deficiencies in steel that was manufactured overseas. Prepared affirmative and reply reports and testified at an International Arbitration in 2021.
- Retained in 2019 to assess the additional costs incurred in construction of a bridge in Central Canada that was substantially delayed and disrupted, resulting in additional costs in excess of \$100 million.
- Prepared an independent expert quantum report in 2019 for mediation, in a matter concerning delay and additional costs in the construction of a new Police Services building in Ontario.
- Retained in 2019 to assist the owner in a dispute concerning claims for delay and additional costs in the construction of a waste-water treatment plant in Ontario.

- Retained in 2019 to evaluate productivity loss to the construction of a road in northern Ontario due to delay causing work to be affected by seasonal and other factors.
- Retained in 2018 to assist a contractor in evaluating the additional costs incurred on a new Transmission line project in Manitoba, and prepared substantiating cost documents provided to an independent expert. Assisted counsel to prepare for mediation where the matter was settled.
- Retained in 2018 as quantum expert to assess additional costs and lost profits in the late completion of a hotel in Calgary, Alberta.
- Retained in 2018 as quantum expert to assess the additional costs in a light rail project comprising underground and above-ground stations, tunnel work, trackwork, and trains.
- Retained in 2017 as testifying expert to prepare for litigation concerning a contractor's claim for additional costs and loss of profit on a highways project in northern Ontario. Assisted counsel in pre-trial negotiations leading to early settlement.
- Retained in 2017 as quantum expert to assess the additional costs incurred in the construction of a new electrical transformer station in Toronto. Also prepared a rebuttal report and assisted in the mediation.
- Retained by Owner in 2017 as testifying quantum expert on two bioenergy projects in Western Canada, in response to a contractor's claims for extensions of time and compensation.
- Retained in 2017 as testifying expert to assess the losses incurred in a highway and 2 interchanges project in northern Alberta. Prepared a rebuttal report and testified at arbitration.
- Retained in 2016 as an independent quantum expert to assist in a contractor – subcontractor dispute on a hydroelectric dam project. Prepared a report for mediation.
- Retained in 2016 by a contractor as an independent quantum expert to assist in a dispute concerning delays and additional costs on a new hotel building project in Toronto.
- Retained in 2015 by a contractor to provide an expert report on quantum concerning an oil and gas industrial process building matter in Alberta with claims in excess of \$200M. Issues in dispute included design and scope changes and termination of the construction contract including loss of profits.
- Retained in 2015 as testifying expert to assess losses incurred in constructing a link road and 2 bridges in Calgary, Alberta. Also prepared a rebuttal report and made a presentation at arbitration.
- Retained in 2015 by a contractor as a delay and quantum expert for ICC arbitration in a dispute concerning multi-phased residential building construction. Issues include payment delays and termination of construction contract.
- Retained by a contractor to prepare a quantum claim for compensation due to delay, disruption and additional work on a new subway station project in Toronto. Issues include delays and disruption caused by underground and above ground utility diversions, groundwater problems, design and scope change.
- Appointed by a contractor to calculate and prepare a quantum claim and assist with delay claims and subcontractor claims on a \$450M transportation project in Toronto with claims over \$100M.
- Prepared an independent expert quantum report and attended mediation in 2016, in a matter concerning the construction of a museum and prayer hall building complex, with claims in excess of \$50M.
- Prepared a quantum claim for a contractor on a \$200M+ P3 institutional project in a dispute with the architect regarding design changes made after RFP close. Attended and presented findings at two mediations in 2014 and 2015.
- Provided an opinion in 2014 on the validity of a contractor's claim for problems encountered in construction of a new road in Brampton, Ontario.
- Appointed in 2014 in a dispute between JV partners on a P3 project concerning tender process and bid procedures.

- Reviewed a contractor's calculation for additional compensation relating to delays and disruption in constructing a new Subway Station due to problems with underground utilities and ground water. Provided a report in 2013 for the contractor with a recalculation of quantum.
- Reviewed the contractor's claim for additional compensation and the owner's rebuttal relating to delays and disruption in constructing a new municipal civic centre in Vancouver. Provided an expert report in 2013 recalculating quantum for mediation.
- Prepared an expert report in 2013 in preparation for court proceedings on the cost overruns incurred during construction of a medical clinic due to alleged mismanagement of design and construction.
- Provided an expert opinion in 2012 on the validity of a contractor's claim for additional costs and extension of time due to salt contamination on the site of a new government building in Toronto. This was a \$200M+ P3 project.
- Appointed by a contractor and District Hospital in 2010 to adjudicate in a dispute concerning additional expenses due to redesign of foundations. Prepared an independent quantum report which was accepted by both parties and led to a negotiated settlement.
- Prepared loss and expense claims for delay and disruption on two housing regeneration projects in England. Successfully negotiated the claims with the municipality and reached satisfactory settlement.

Mediation & Expert Appointments – Development/Quantity Surveying

- Appointed by a school board to provide an opinion concerning the additional costs in renovating and extending a school building in preparation for civil proceedings.
- Provided an expert report in 2014 on construction costs of the Ripley's Aquarium in Toronto in a tax dispute with the Municipal Property Assessment Corporation (MPAC).
- Provided an expert opinion in 2014 on construction costs of the Calabogie Motorsports Park in Ottawa in a tax dispute with MPAC resulting in substantial savings to the owner.
- Provided an opinion in 2013 on construction costs for various high-rise residential development schemes in a dispute between several developers and the municipality of Richmond Hill concerning development charges.
- Provided an opinion in 2014 on costs to relocate and adapt business premises in Whitby, Ontario in compensation for expropriation of land due to extension of Highway 407.
- Provided an opinion in 2013 on the construction costs of a new garage in a dispute between owner and builder. Advised counsel during court proceedings.
- Provided an expert opinion in 2013 on construction costs of a specialized light manufacturing/industrial building in a ground lease dispute between property owner and tenant at 95 Bridgeland Avenue, Toronto.
- Provided an expert report in 2013 on the construction of high-rise commercial office buildings recently built in downtown Toronto in a dispute between several developers and the City of Toronto. The report highlighted similarities and differences between high rise office buildings and high-rise residential buildings.
- Provided an opinion to a developer in 2012 on construction costs for a high-rise apartment building in Sarnia, Ontario in a tax dispute with Canada Revenue Agency.
- Provided an opinion in 2010 on the cost of painting a custom home in Forest Hill, Toronto to assist in negotiations between owner and contractor.
- Prepared reports in 2006/7 on the structural premiums associated with building over the Toronto subway in a ground lease dispute at 2 Bloor Street West, Toronto. Advised counsel during exchange of reports.

Cost Planning and Cost Management

Mr. Poole has significant construction cost planning and cost management experience. He has managed the cost planning of more than \$2 billion of hospital redevelopments in Ontario and prepared feasibility studies for projects valued at up to \$3 billion. He has led cost consultancy services for many high rise residential and office buildings, transit projects, retail developments, industrial, entertainment and cultural buildings. Some project examples are included below:

- Cost planning and value engineering for new hospitals in Ontario at North Bay, Peterborough, and Sioux Lookout.
- Cost planning for redeveloped hospitals in Ontario at Cambridge Memorial Hospital, CHEO, Montfort Hospital, Credit Valley Hospital, Toronto Rehab, Queensway Carlton, The Ottawa Hospital, and Toronto Western Hospital.
- Independent cost estimating and consulting services as part of a P3 technical advisory mandate, including the review of construction price, schedule, and logistics plan for the Iqaluit Airport Improvement Project in Nunavut. Other similar technical advisory mandates include work on several P3 hospital projects in Ontario.
- Pre-construction and change order estimating services on two \$100M+ TTC projects - the Leslie Street Utilities Project and Ashbridges Bay Maintenance Yard.
- Budgeting and review of the construction manager's budget for high rise commercial developments in Toronto.
- Cost consulting, risk management, and value management services for the 130,000 sq. ft. Ripley's Aquarium in Toronto. Mr. Poole led all preconstruction estimating and post contract change order evaluation and was part of the owner's team that selected the contractor.

Risk and Project Management

Mr. Poole was a member of a team which provided risk management services to Infrastructure Ontario at the outset of implementing P3 projects in Ontario.

Mr. Poole worked at Western University for three years to improve the on time and on budget delivery of research infrastructure projects. The projects include:

- A 7 Tesla (7T) functional Magnetic Resonance Imaging system installed at Robarts Research Institute.
- The Biotron Experimental Climate Change facility, a 38,000 sq. ft. research building housing agricultural and scientific research. Mr. Poole was subsequently appointed the Biotron's managing director.
- A proposed \$88M pilot plant to manufacture HIV-AIDS vaccines for clinical trials. Responsible for managing the technical bid including facility design, process flow and biosafety, operational protocols, estimating.
- Reporting on the financial risks to the operation of a newly constructed animal research facility.
- A new "Green" Engineering Building for teaching and research, a wind tunnel for avian research, a new building for biofuel research, and a wind-dome facility to study tornados and wind effects on turbine blades.

Mr. Poole has procured sub-contractors for various projects in the UK and for a national store upgrade program for Indigo Books in Canada which included the drafting of bespoke tender documents.

Experience in drafting contracts includes writing an agreement for the final settlement of a claim, procurement documents, amending UK standard forms of contract, and writing a bespoke contract for relocating industrial plant from the UK to South Africa.

Presentations and Panels

- The Canadian Institute 2022 – Managing Risk in Construction Contracts – Topic: “Managing your Project’s Covid-19 Related Risks and Delays”
- The Canadian Institute 2020 – Managing Risk in Construction Contracts – Topic: “Risks in Construction Contracts – Unforeseen or Unforeseeable”
- The Canadian Institute 2019 – Managing Risk in Construction Contracts – Topic: “Preventing Scope Creep”
- ADR Institute of Canada 2018 – Adjudication in the Construction Industry
- The Canadian Institute 2018 – Managing Risk in Construction Contracts – Topic “Change Order Management”
- Construct Canada 2016 – Cost Recovery Strategies for Contractors
- Construct Canada 2015 - Construction Law Update – Presentation on quantum claims
- CIQS/RICS/AACE Joint event 2015 – Construction Contract Documents – Typical Issues and Approaches
- Guest lecturer to civil engineering students at the University of Toronto on costs and estimates for a new sports stadium
- Altus Senior Housing Seminar 2010 – Feasibility Studies and Project Costs for Senior Housing Developments



Julian Leizerovici, B.Sc.Eng., MBA, GSC

Senior Advisor, Construction Solutions
Forensic & Litigation Consulting

TD South Tower, Suite 2010, 79 Wellington Street West, Toronto, Ontario M5K 1G8, Canada
+ 1 416.434.3634

Julian.leizerovici@fticonsulting.com

Education

Bachelor of Engineering,
Israel Technion
Master of Business
Administration, Rotman
School of Business,
Toronto University

Certifications

Master Certificate in
Project Management,
Schulich School of
Business, York University

Expertise

Project Management in
Construction
Contract and Claims-
Dispute Resolution

Languages

English, French, Spanish
Hebrew and Romanian

Julian Leizerovici is a Senior Advisor in FTI Consulting's Forensic & Litigation Consulting segment and is based in Toronto, Canada. Mr. Leizerovici has over 40 years of experience in the construction industry, specializing in managing large scale projects and dispute resolution.

Mr. Leizerovici's career encompasses a wide range of projects in the areas of heavy civil infrastructure, public works and residential developments. Before joining FTI Consulting, Mr. Leizerovici served as the general manager of transportation at Aecon, one of the largest Canadian contractors. There he managed large-scale projects in Alberta, Saskatchewan and Ontario, including municipal and Alberta Transportation infrastructure work, a Jansen potash mine development and the Toronto Pearson International Airport. He has significant experience with municipal infrastructure contracts involving grade separations, bridges, and utilities, road construction for public and private clients like Ford and Chrysler, and major highway construction in North and Central America. His global experience includes work in Israel, Guatemala, Mexico, Bermuda and Canada.

Mr. Leizerovici has accumulated extensive experience in dispute resolution, having personally authored and managed multiple complex claims in projects under his direction and as an external advisor. At Aecon, Mr. Leizerovici formed and led a new division group responsible for dispute resolution for contracts throughout the entire company. The group acts as an independent profit center and provides support services and claim preparation for all stages including adjudication, referee, mediation, arbitration, and other contractual requirements.

Mr. Leizerovici has an engineering degree obtained at Technion (Israeli University), a Master's Certificate in Project Management from Schulich School of Business (York University) as well as an M.B.A. obtained at Rotman School of Business (University of Toronto).

Relevant Experience

Managing Construction Activities

Managed the construction activities for Aecon in Western Canada. The projects included work on the:

- Trans-Canada Highway (Lake Louise). The design build project of twinning of the existing Trans-Canada Highway between Lake Louise and the British Columbia border involved new full depth road reconstruction, new bridges (including an award-winning animal overpass), major drainage works and large environmental protection systems due to the sensitive location.

- Highway 63 (Fort McMurray). This is the major artery connecting Edmonton to the various oil sands production facilities. Due to its heavy traffic usage highway 63 had to be rebuilt thus requiring widening, new road reconstruction, new bridges and new intersections.
- Highway 96 (Calgary) connects the north part of the City of Calgary with the International Airport. The works included major earth works (with an emphasis on the geotechnical component due to unsuitable existing soils that required a long settlement period that imposed constraints on the schedule), several bridges (including a rail overpass), full depth road construction, utilities and landscaping development.
- Jansen Mine For BHP in Saskatchewan. The project involved extensive site investigation, a geotechnical/ environmental study, major earth works, building of the mine shaft and other associated activities.

Managed the development and construction of major sites in Quebec:

- Cite Nature, a complex of eight buildings adjacent to the Olympique Village in Montreal. The work required negotiations with local authorities to obtain rezoning, acquiring of building permits, managing the tender process, managing the construction activities as well as the sales and marketing of the newly built condos.
- Nordelec, seven buildings multi use Montreal complex including retail, office space and condominiums. The project is located in the existing building (largest brick building in North America) named after Northern Electric and involved a large complex design process. The site had substantial areas of contaminated material that needed special subprojects. The complexity of the project was a result of the need to coordinate with multiple stakeholders (Community Associations, Municipal and Provincial bodies, Association of architects of Montreal) insisting on various contractual and non-contractual additions.

Managed the construction of large projects at Lester B Pearson International Airport in Toronto such as:

- The Central Deicing Facility, the largest in the world, obtaining full bonus for early completion and recognition by the Toronto Construction Association. The project involved construction of a complex system of underground glycol collection, associated buildings, underground water and sewer systems, extensive mechanical and electrical works as well as major lightning. Responsibilities included all aspects of construction, health and safety as well as the complete financial part. The project had a very aggressive schedule (five months) and it required work 24*7, involved an unlimited \$50,000/day penalty for late completion and a \$50,000/day (capped to 10 days) bonus. The project was awarded maximum allowed bonus (\$500,000).
- The Automated People Mover connecting the two terminals to the external parking facility and to the rapid train connecting Pearson airport to Union Station (Air Link). The work involved major safety aspects due to work in the proximity of live terminals (T1 and T3) as well as Sheraton Hotel. The project consisted erecting large support structures, mechanical and electrical works as well as a connecting bridge to Terminal 1 parking facility. Mr. Leizerovici had overall responsibilities for all aspects of construction including the health and safety elements as well as all the financial elements.
- The Infield Development, a new facility built to service West Jet and FedEx, was a PPP project undertaken in collaboration with PCL Contractors. The project involved work between live runways, the erection of a concrete plant, extensive infrastructure work and installation of new underground utilities, concrete and asphalt paving using large, specialized types of equipment. Mr. Leizerovici had overarching responsibility of all the facets of construction, the interaction with multiple stakeholders, the financial aspect and the health and safety.
- Runway 06R is the new runway parallel to Highway 401. The work involved extensive earth works, complex electrical airport systems, mechanical systems and underground utilities. Mr. Leizerovici oversaw all the project aspects.
- Taxiway Mike and Tango Bridge project encompassed the rebuilding of Taxiway Mike (underground, mechanical, electrical, utilities and resurfacing works) and the erection of the new Tango Bridge over Britannia Road. The project under Mr. Leizerovici supervision, achieved an early completion and was awarded a performance bonus.

Managed multiple municipal projects such as:

- Ottawa LRT (light rapid transit). Managed design and the bid preparation and submission process. Awarded the project as part of a joint venture (PPP).
- Yonge BRT (bus rapid transit). Led the design and proposal for the entire PPP consortium and won the bid.
- Finch Street Reconstruction. The project involved new road construction, underground utilities replacement, major intersection works and electrical services. As project manager Mr. Leizerovici had overarching responsibilities for the quality, timely completion and financial aspect of the entire project.
- Winston Churchill grade separation project involved a new bridge over the CN railway, street reconstruction, intersection rebuilding and replacement of all underground utilities.
- Managed the construction of CA-9, 160 km of highway connecting Guatemala City to the Atlantic Ocean. This is the major artery of Guatemala, and the project was financed and supervised by the International Bank of Development and involved the erection of four asphalt plants, several crushers, two concrete plants. The equipment fleet included over 500 pieces that required the building of large maintenance facility. The project involved the building of 22 bridges, new access ramps and multiple improvement of the adjacent roads.

Design Engineer

Mr. Leizerovici worked both as an employed design engineer and subsequently managed his own design company. The work involved planning and design of road systems, including line/route location, intersection layouts and details design, traffic and transportation studies, geotechnical investigations, earthworks, drainage and sewage designs. He provided detailed design to the level of IFC, cost and quantity estimates and bid proposals.

Construction Claim Preparation and Dispute Resolution

- Prepared and managed the claim documenters for a project in Alberta involving differed site conditions, owner interference in the means and methods employed and delays on the part of the owner in providing contractual approvals. Participated and testified during the arbitration proceedings.
- Managed the claim preparation and the dispute resolution process for several municipal contracts in Edmonton and Calgary, Alberta. The claims concerned scope creep, design errors and omissions. The consequences were major schedule delays, suspension and restart of the works with large monetary costs incurred by the contractor. The dispute was arbitrated, and the project was awarded both an extension of time as well as monetary compensation.
- Authored and managed a claim in a case concerning incorrect design in Calgary, Alberta and testified during the arbitration. The work involved the reconstruction of an existing bridge and required sequencing of the work in such a manner as to permit the usage of the bridge and the road during all stages of the works. The incorrect design caused a large delay to the execution and consequently substantial contractual damages. The dispute was referred to arbitration and the court accepted the contractor's view.
- Assisted in the claim preparation for a large LRT project in Ontario. The main elements of the claims were delays caused by variations, interferences by the owners and its representatives in the design process as well as the imposing new means and methods.
- Authored and managed the claim process for several disputes during the construction of the Bermuda new airport. The dispute focused on changed scope and increased requirements by the client due to initial incomplete specifications and required interfacing with multiple international codes.
- Managed multiple claims for the infrastructure divisions of Dufferin, and subsequently, Aecon (claim issues such as changed and unforeseen site conditions, inclement weather, lack of access to the job sites).
- Prepared and led the dispute resolution for several disputes with the Ministry of Transportation of Ontario. The disputes involved loss of productivity due to inclement weather, time extensions, changed site conditions, scope creep and they were settled via arbitration, mediation, referee or adjudication.