

COURT FILE NUMBER 25-2831494

COURT COURT OF KING'S BENCH OF ALBERTA
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE CALGARY

BANKRUPTCY MATTER IN THE MATTER OF THE BANKRUPTCY
OF THE BANKRUPTCY OF RBEE
AGGREGATE CONSULTING LTD.

APPLICANT FTI CONSULTING CANADA INC., SOLELY
IN ITS CAPACITY AS LICENSED
INSOLVENCY TRUSTEE OF THE
BANKRUPT ESTATE OF RBEE
AGGREGATE CONSULTING LTD.

RESPONDENTS A-1 QUALITY BELTING LTD., 1258311
ALBERTA LIMITED, BERNIE REED and
JANET FISHER

DOCUMENT **AFFIDAVIT**

Clerk's Stamp

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
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AFFIDAVIT OF BERNIE REED

Sworn on the 4th day of April, 2025

I, Bernie Reed, of the City of Fort Saskatchewan, in the Province of Alberta, SWEAR / AFFIRM AND SAY THAT:

1. I am a Respondent named in the within Application. I have personal knowledge of the matters herein deposed to except where stated to be on the basis of information and belief, in which case I do verily believe the same to be true.
2. Janet Fisher ("**Fisher**") is my common law wife. I am the sole director and shareholder of A-1 Quality Belting Ltd. ("**A-1**"), 50% shareholder and director of 1258311 Alberta Ltd. ("**125**"), and sole director and shareholder of 2069328 Alberta Ltd. ("**206**").
3. I make this Affidavit in my personal capacity, as well as on behalf of A-1 and 125.

4. I am 74 years old and have a grade 10 education. I have been working in the gravel and aggregate business for 42 years. For approximately the last 26 years, I have been in business for myself. I joined Petrowest Civil LP (along with Petrowest Corporation and other related entities, collectively, "**Petrowest**") as a partner in an income trust. Petrowest was placed into receivership in August, 2017.
5. Thereafter, Crown Capital Fund IV, LP ("**Crown**") approached me about going into business. Together, we formed RBee Aggregate Consulting Ltd. ("**RBee**"). RBee was formed as a 50/50 enterprise with Crown. On September 13, 2017, myself on behalf of 206, Crown Capital Fund IV LP, and RBee entered into a Unanimous Shareholders Agreement (the "**USA**"). Attached as **Exhibit "A"** is the USA.
6. To the best of my recollection, entities related to Crown were owed approximately \$18 million from Petrowest.
7. RBee borrowed funds and purchased the majority of assets from the Receiver of Petrowest.

Control of RBee's finances and payments

8. Myself, Chris Johnson, CEO of Crown ("**Johnson**"), and Tim Oldfield CFO of Crown ("**Oldfield**"), were appointed directors of RBee. Crown Capital and 206 were each 50% shareholders in RBee. As the sole director and shareholder of 206, that was the corporate vehicle through which I beneficially owned a 50% stake in RBee.
9. The duties between myself, and Johnson and Oldfield were clearly delineated. I was responsible for managing the field operations of RBee, bidding for work, and running the field operations of RBee. I was primarily responsible for negotiating crushing and washing contracts which were RBee's source of earned income. I was also responsible for purchasing, leasing, and maintaining the equipment we required for our gravel and aggregate operations.
10. Oldfield and Johnson were ultimately responsible for the financial management of RBee. RBee's controller, Ian Hogg ("**Hogg**"), dealt with Oldfield and Johnson in relation to RBee's accounting.
11. Although I negotiated service contracts for RBee, I was not primarily involved in managing the overall financial health of RBee. I did not take part in reviewing or approving the day-to-day or month-to-month expenditures and payments by RBee. I left that work to Johnson, and Oldfield, Hogg.
12. Although there could have been occasions where I reviewed financial statements for RBee, I did not take part in the regular review of financial statements, audit reports and recommendations, or tax filings for RBee. Approximately once per year, Johnson and Oldfield would visit from Toronto at which time they would provide me an oral update on the finances of RBee. I do not recall minutes having been taken of those meetings, nor do I recall passing director's resolutions at those meetings.
13. I did participate in making day-to-day purchases for RBee. My main point of contact for coordinating these was David Howells ("**Howells**"), RBee's general manager.
14. My role within RBee was operational. I did not consider it within my expertise or duties to review financial statements or supervise Hogg's work. I primarily received financial information about RBee through occasional oral conversations with Hogg which would happen at the end of some months, although not every single month, and less frequent conversations with Oldfield and Johnson. Oldfield and Johnson were part of Crown, and I trusted them to conduct financial oversight and control over RBee.

15. Cashflow issues were more common and more pronounced in approximately November to February each year, as RBee's operations typically reduced to minimal levels during this time.

Shareholder loans / Amounts owing from RBee / Payments by RBee

16. Attached as **Exhibit "B"** to this Affidavit are sections of the RBee general ledger for years ending 2021 and 2022, provided by Jeff Johnson, CPA, CA, Partner, BDO Canada LLP, who is my accountant, personally and for A-1, detailing A-1's intercompany transactions with RBee (collectively the "**RBee Intercompany Summary**").
17. Attached as **Exhibit "C"** to this Affidavit are sections of the A-1 general ledgers from 2020 and 2021, provided by Jeff Johnson, detailing accounts receivable from RBee (collectively the "**A-1 Intercompany Summary**").
18. I have reviewed the Affidavit of Oldfield sworn March 25, 2025. Upon further review of the accounting records from Jeff Johnson, I need to clarify my prior Answers to Undertakings. The RBee Intercompany Summary shows that Oldfield is correct in saying that the \$500,000 bridge loans provided to RBee (which actually totalled \$500,012 in the case of A-1's contribution) (the "**Bridge Loans**"), were provided by A-1 in 2020, and repaid in September 2021.
19. The RBee Intercompany Summary shows Credits, where A-1 provided funds to RBee, and Debits, where RBee provided repayment to RBee. I am informed by Jeff Johnson, that the following are explanations about particular entries:
- a. Where Credits are showing to third parties, those amounts represent payments directly to those third parties, such as the Feb 25, 2021, payment to Ritchie Bros. Auctioneers (Canada) Ltd. and the multiple payments to WS Leasing Ltd.
 - b. The \$103,493.39 Credit on February 25, 2021 was not a cash advance to RBee or a payment to a third party. That entry accounted for a Volvo dump truck which was owned by A-1, but sold as part of an auction of RBee's assets. The value of the dump truck, being \$103,493.39, was thereafter owing to A-1 as RBee received the proceeds from the sale.
 - c. The \$60,000 Credit on April 10, 2021, was not a cash repayment, but represented the value of two Dodge vehicles which belonged to RBee, and which I purchased by crediting RBee the value of the vehicles.
 - d. The \$45,100 Credit on September 30, 2021, was not a cash repayment, but represented the value of a Dodge vehicle which belonged to RBee, and which I purchased by crediting RBee the value of the vehicles. Attached as **Exhibit "D"** to this Affidavit is an email between Annette Krisa and Sherry Munroe, which references this transaction, which was provided by Jeff Johnson from his records.
 - e. There are three entries in the amount of \$509,990, two of which are dated July 29, 2021. The Debit entry dated July 29, 2021, Jeff believes to be a mistake, which was then subsequently corrected at the end of the year, whereon September 30, 2021, \$509,990 was again recorded as a Credit.
20. Attached collectively as **Exhibit "E"** to this Affidavit are A-1's consolidated bank statements for May 31, 2020, February 28, 2021; July 31, 2021; and August 31, 2021.
21. I am informed by Jeff Johnson and verily believe that at the time of the Bridge Loans, Crown representatives were very reluctant to advance the funds. Crown required that the Bridge Loan be repaid to it in short order to avoid Crown itself being offside of its own liquidity requirements.

Payments to Fisher / Wembley Lease

22. Prior to the existence of RBee, and during my time working with Petrowest, myself, and Fisher leased property to Petrowest which was approximately 16 acres of land, a shop, and offices at Rge Rd 80 and Hwy 43 (the "**Wembley Property**"). This lease to Petrowest started in or about August 2006.
23. I no longer have the signed lease from Petrowest, I do have an unsigned copy, which is attached as **Exhibit "F"**, reflecting the terms of the lease entered into between myself, Fisher, and Petrowest. Base rent under that lease was \$7,000 per month plus GST.
24. After the receivership of Petrowest and the formation of RBee, myself and Fisher continued to lease the Wembley Property to RBee for the same rate as we had given to Petrowest (the "**Wembley Lease**"). There was no signed lease agreement. However, RBee did continue to provide payment of \$7,000 plus GST. I note the rent charged to Petrowest and to RBee was never increased since 2006 and in my view RBee was renting for less than prevailing market rates.
25. In times where RBee was experiencing cashflow issues, the Wembley Lease sometimes went unpaid. Thereafter, RBee would make an additional payment to catch up when it was financially able to do so. I did not object to this, as I believed that allowing RBee this flexibility was the right thing for the company.
26. The impugned payments to Fisher are payments pursuant to the Wembley Lease in the ordinary course of business. Although these payments are directed to Fisher alone, they were accepted on behalf of us both.
27. After the receivership of RBee, the receiver continued to occupy and use the Wembley Property until approximately August of 2022. Neither myself or Fisher have received rental payments for occupation rent after the receivership, and they are still outstanding, in the amount of \$36,750 for those five months, inclusive of GST.

Payments to 125 / Gibbons Lease

28. On November 1, 2017, RBee and 125 entered into a lease for a shop and office space at 22311 Twp Rd 570, Sturgeon County (the "**Gibbons Lease**"). Attached as **Exhibit "G"** is the Gibbons Lease between 125 and RBee. Base rent under that lease was \$80,000 per month plus GST.
29. Similar to the Wembley Lease, in times where RBee was experiencing cashflow issues, 125 allowed RBee to make late rent payments to assist RBee.
30. The impugned payments to 125 are payments pursuant to the Gibbons Lease made in the ordinary course of business.
31. After RBee was placed into receivership, the Receiver continued to pay rent under the Gibbons Lease, except for August, 2022, in which the receiver continued to occupy the land. 125 has not received occupation rent for the month of August, 2022, and it is still outstanding in the amount of \$84,000 inclusive of GST.

Services provided to RBee by A-1

32. RBee leased various equipment from A-1. This was a continuation of a prior equipment leasing agreement between Petrowest and A-1.

33. Attached collectively as **Exhibit "H"** to this my Affidavit are equipment leases between A-1 and Petrowest dated between August 1, 2014 and July 1 2016.
34. Attached as **Exhibit "I"** to this my Affidavit is the equipment lease agreement between A-1 and RBee, dated 2021, signed by David Howells. I was not able to locate written equipment leases for other years.
35. Additional equipment owned by A-1 was sometimes leased by RBee on an as-needed basis. In these cases, A-1 would invoice RBee for the equipment. A-1 always leased equipment at rates less then prevailing market rates.
36. All payments made were made for the use of the equipment under the terms of the leases and were made in the ordinary course of business.
37. Through A-1, I provided consulting services to RBee, which were paid at \$25,000 per month. Attached as **Exhibit "J"** to this my Affidavit is the consulting agreement ("**Consulting Agreement**"), dated November 1, 2017. This fee was paid for my work for RBee, in lieu of a salary. In addition to the fee of \$25,000, the Consulting Agreement obligated RBee to over my reasonable out-of-pocket expenses
38. Attached collectively as **Exhibit "K"** to this my Affidavit are invoices issued by A-1 for services provided to RBee.

Expenses paid on behalf of RBee

39. There were several times when RBee was in a cashflow crunch. To keep operations going, I would extend short-term credit to RBee buy goods and equipment.
40. This process happened as follows:
 - a. Approximately five to ten employees of RBee were authorized to use visa cards in A-1's name. The employee's name would be on the card, and A-1 would also be jointly named. At the end of each month, I would personally pay the balances on the cards.
 - b. The Visa statements were issued in such a way that each employee's card would be separated out. We could see which employee was spending what funds, but the payment on the credit cards would be in one large monthly sum.
 - c. Since I had personally paid the credit card balances, RBee would repay me directly.
 - d. Although I did continually agree to advance this credit to RBee, I took comfort in the fact that I would be repaid regularly. Without this, I would not have been willing to continually extend credit to RBee.
 - e. As this process was repeated for many months, these advances became a kind of readvancing line of credit. Once RBee paid me back, I again would loan it money to fund its ongoing operations.
41. Attached collectively as **Exhibit "L"** to this my Affidavit are the Visa statements, listing A-1 and several employees for May 27, 2021; June 28, 2021; July 27, 2021; August 27, 2021; September 27, 2021; October 27, 2021; November 29, 2021; December 29, 2021; January 27, 2022; and February 28, 2022.

Amounts still owing from RBee

42. I am informed by Jeff Johnson that there was \$4,503.041.87 in accounts receivable owing from RBee, which was unpaid and eventually had to be written off as bad debt.
43. The Intercompany Summary also shows "Loans from Shareholders" in line 2680. A-1 and Crown both had a \$5,000,000 shareholder loan outstanding at the inception of RBee. Neither myself nor A-1 has received repayment for this amount.

Business Division and Releases

44. In the fall of 2021 Crown advised me that it wanted to be paid out by RBee. My understanding is that RBee had Ritchie Brothers Auctioneers to do equipment appraisals for RBee, but I have never seen those. In January of 2022 Crown advised they wanted take take over any ownership interest I had in RBee
45. In January of 2022 Crown advised they wanted take take over any ownership interest I had in RBee.
46. Attached as **Exhibit "M"** to this my Affidavit is a business division agreement entered into between RBee, Crown, myself, A-1, and other entities on February 23, 2022 (the "**Business Division Agreement**"). Among other things, the Business Division Agreement provided for releases for myself and A-1.
47. The Business Division Agreement included terms that:
 - a. Crown would become the sole shareholder of RBee;
 - b. myself and Howells would resign our positions with RBee;
 - c. A-1 would purchase certain assets from RBee for \$3,622,900 plus GST;
 - d. the purchase price paid by A-1 would be used to reduce RBee's indebtedness to Canadian Western Bank;
 - e. RBee released and forever discharged me from all claims against me which RBee ever had or could have up to the date of my resignation, arising from or in connection with my relationship with RBee excepting out only fraud, willful misconduct, or criminal conduct on my part;
 - f. (a) Crown Capital and (b) myself and 206 collectively, would indemnify each other to the extent that either party contributed more than 50% of the payments to Canadian Western Bank under an agreement made on or about November 7, 2017 Agreement (the "**Capital Call Agreement**") such that if either party recovered pursuant to RBee's indebtedness to (a) Crown and (b) myself and 206 collectively, that party would reimburse the other party as to equalize the recovery between them; and
 - g. myself, 206, and A-1 would retain payments made to us by RBee to the date of the Agreement for Division;
 - h. the Crown Defendants, or one or more of them, would fulfill all obligations of Crown Capital under the Business Division Agreement.

48. I entered into and performed the Business Division Agreement with the understanding that it would represent a full and final settlement of the matters between myself, A-1, RBee, and Crown. The mutual releases provided for in the Business Division Agreement were a crucial aspect of the benefit I derived from that agreement, as this was meant to be a clean break.
49. I paid to RBee the sum of \$3.62 million to complete the asset purchase portion of the Business Division Agreement which I understand was then used by RBee to pay down the secured indebtedness owing to Canadian Western Bank.
50. At the time of entering into the Business Division Agreement, my understanding is that Crown had the intention of putting RBee into Receivership, and based on my previous experience of being an unsecured creditor in other receivership proceedings (i.e. Petrowest), I already had determined that the chances of A-1 recovering the unsecured trade payables then owed to it (and still owed to it) in the sum of \$4,503,041.87 as referenced in paragraph 42 above was unlikely.
51. I did not know that Crown intended to assign RBee into bankruptcy. I did not know or even imagine that Crown, through the Trustee, would seek to claw back funds from myself, my wife, and my companies after the Business Division Agreement was finalized.

SWORN / AFFIRMED BEFORE ME at
Edmonton, Alberta, this 4th day of April, 2025.



Commissioner for Oaths in and for Alberta



Bernie Reed

Melissa M. Milne
A Commissioner for Oaths
in and for Alberta
My Commission Expires Feb. 5, 2026

This is Exhibit "A" referred to in the
Affidavit of

Bernie Reed

Sworn before me this 1st day

of April, A.D., 2025

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Execution Version

Melissa M. Milne

A Commissioner for Oaths

in and for Alberta

My Commission Expires Feb. 5, 2026

CROWN CAPITAL FUND IV, LP

and

2069328 ALBERTA LTD.

and

RBEE AGGREGATE CONSULTING LTD.

UNANIMOUS SHAREHOLDERS AGREEMENT

SEPTEMBER 13, 2017

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UNANIMOUS SHAREHOLDER AGREEMENT

THIS AGREEMENT is made on the 13th day of September, 2017.

BETWEEN:

CROWN CAPITAL FUND IV, LP, a limited partnership formed under the laws of the Province of Alberta (hereinafter "Crown")

and

2069328 ALBERTA LTD., a corporation incorporated under the laws of the Province of Alberta (hereinafter "ReedCo")

(Crown and ReedCo are hereinafter individually called a "Shareholder" and collectively called the "Shareholders")

and

RBEE AGGREGATE CONSULTING LTD., a corporation incorporated under the laws of the Province of Alberta (hereinafter the "Corporation")

RECITALS:

- (A) The authorized capital of the Corporation consists of an unlimited number of Class "A" Common Voting Shares, Class "B" Common Voting Shares, Class "C" Common Non-Voting Shares, Class "D" Preferred Voting Shares, Class "E" Preferred Non-Voting Shares, and Class "F" Preferred Non-Voting Shares;
- (B) The Shareholders are legal and beneficial owners of those number of Shares set forth opposite their respective names in Schedule A attached hereto;
- (C) The Parties to this Agreement wish to define and qualify their respective rights and obligations to each other and provide for the management and operation of the Corporation;

NOW THEREFORE in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement and in the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"Accountant" means the auditor or accountant, as the case may be, of the Corporation at the relevant time.

"Acknowledgement" and "Agreement" means, in respect of all new Shareholders, an acknowledgment and agreement in the form of Schedule B hereto whereby such new Shareholder acknowledges and agrees to be bound by the terms of this Agreement.

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"Act" means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as now enacted or as it may from time to time be amended, re-enacted or replaced.

"Affiliate" means, with respect to a specific person, any person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, the person specified.

"Agreement" means this unanimous shareholder agreement, all schedules hereto and all permitted and authorized amendments made hereto by written agreement between the Shareholders and the Corporation.

"Arm's Length" has the meaning given to it in the *Income Tax Act* (Canada).

"Articles" means the Articles of Incorporation of the Corporation as, from time to time, amended or restated.

"Board" and "Board of Directors" means the board of directors of the Corporation.

"Business" means the mobile rock and gravel crushing business carried on by the Corporation which is based near Fort Saskatchewan, Alberta.

"Business Day" means a day other than a Saturday, Sunday or a statutory or civic holiday in Calgary, Alberta.

"By-laws" means any by-laws of the Corporation from time to time in force and effect.

"Confidential Information" means the terms of this Agreement and any information, technology, material or other property of any kind (collectively, the "Information") which is confidential or proprietary to the Corporation or a Shareholder (each, a "Disclosing Party"), including, without limitation:

- (i) information relating to the past, present and contemplated business plans, financial condition or financial results, practices, resolutions, and strategies of the Disclosing Party;
- (ii) data, correspondence, notes, memoranda, financial statements, books and records, documents, financing programs, credit terms, banking arrangements or other contracts, terms or negotiations of any kind whatsoever related to the assets, financial condition or business of the Disclosing Party; and
- (iii) any information, the disclosure of which could be reasonably expected to materially adversely affect, or affect the competitive position of, the Disclosing Party or any of its Affiliates;

provided, however, that:

- (iv) any Information which is clearly and explicitly designated by the Disclosing Party as not being confidential shall not be deemed to be Confidential Information for the purposes of this definition; and
- (v) the following Information shall not constitute Confidential Information:
 - (A) Information relating to the Disclosing Party that is obtained or was previously obtained by the Receiving Party (as defined in Section 8.1)

from a third party who insofar as is known to the Receiving Party after reasonable inquiry is not obligated to keep such Information confidential;

- (B) Information that is or becomes generally available to the public other than as a result of disclosure by the Receiving Party's violation of this Agreement;
- (C) Information already known to the Receiving Party at the time of the disclosure, as shown by prior written evidence or other evidence; and
- (D) Information that the Disclosing Party authorizes the Receiving Party to disclose

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ability to exercise voting powers, by contract, or otherwise and **"Controlling"** and **"Controlled"** have corresponding meanings.

"Directors" means the persons who are, from time to time, in accordance with the terms of this Agreement, duly elected or appointed directors of the Corporation.

"Disabled" means an individual being substantially incapable of performing his normal responsibilities in connection with the operation of the Business, whether such incapacity is caused by disease, bodily injury, mental infirmity, and which continues for a period of six (6) consecutive months, and **"Disability"** has a corresponding meaning.

"Disposition" means any sale, transfer, assignment, pledge, hypothecation, mortgage, encumbering or other disposition, directly or indirectly, including but not restricted to any disposition by agreement, option, right or privilege capable of becoming an agreement or option, and **"Dispose"** and **"Disposed"** of have corresponding meanings.

"Material Breach" means a breach that has a serious effect on the benefit that the innocent Party would have otherwise derived from this Agreement, which includes (without limitation) a breach of the confidentiality or the share transfer provisions in this Agreement (including Section 5.3).

"Party" means a party who has executed this Agreement and includes any person who hereafter executes an Acknowledgment and Agreement upon agreeing to become a Shareholder.

"person" or **"persons"** means any natural person, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, governmental authority or entity however designated or constituted.

"Principal" means, in the case of ReedCo, Bernie Reed. For the purposes of this Agreement, no Person shall be deemed to be the Principal of Crown.

"proportion", **"proportionate"** or **"proportionately"** means the correlation, expressed as a percentage, of the number of Shares then owned by an applicable Shareholder, to:

- (a) all of the then issued and outstanding Shares of the Corporation; or
- (b) the number of Shares then owned by other applicable Shareholders, but not all other Shareholders.

provided that subclause (a) of this definition shall be used when the context requires a proportionate determination involving all Shareholders, and subclause (a) of this definition shall be used when the context requires a proportionate determination involving some but not all Shareholders.

"Remaining Shareholder" means a Shareholder that has not undergone or been subject of a Triggering Event.

"Shares" means the shares of the Corporation of any class and includes:

- (a) any shares into which Shares may be converted, changed, reclassified, redivided, redesignated, redeemed, subdivided or consolidated; and
- (b) any shares of the Corporation or any successor or continuing corporation that may be received by Shareholders on a reorganization, amalgamation, consolidation, merger or otherwise.

"Shareholder Interest" of a Shareholder means and includes all Shares owned by that Shareholder, together with any Shareholder Loans owed by the Corporation to that Shareholder.

"Shareholder Loan" means a loan of monies made by a Shareholder or an Affiliate of a Shareholder to the Corporation, but excludes amounts that may be owed by the Corporation to the Shareholder for expenses properly incurred by the Shareholder on behalf of the Corporation in the ordinary course of business; and

"Special Approval" means a resolution passed by not less than 2/3 of the votes cast by the Shareholders who voted in respect of that resolution, whether by votes cast in person or by proxy, at a duly constituted meeting or a resolution signed by all the Shareholders.

"Third Party" means any person who is not a Shareholder at the relevant time.

"Triggering Event" means, in respect of a Shareholder:

- (a) that the Shareholder or its Principal (if applicable) has made an assignment in bankruptcy or has become the subject of or subject to a proceeding under any bankruptcy law; or
- (b) all or any of the Shares owned by the Shareholder have become subject to any writ, seizure, legal judgment or court order (including any matrimonial court order) and final appeals are exhausted or the time for appeals has expired; or
- (c) the Shareholder or its Principal (if applicable) has entered into an agreement with any person or legal entity which contemplates an amalgamation, arrangement or merger of that Shareholder with, or which contemplates the transfer of Shares owned by that Shareholder to, any person or legal entity which is not an Affiliate of that Shareholder or the Principal(if applicable), except as otherwise permitted under this Agreement; or
- (d) the Principal of such Shareholder dies or becomes Disabled; or
- (e) in the case of ReedCo any person or combination of persons other than the Principal of ReedCo becomes entitled, directly or indirectly, or in any manner whatsoever, to Control that Shareholder; or
- (f) an order has been granted or a resolution passed for the winding-up, liquidation or dissolution of that Shareholder, other than an order or a resolution which provides for the

transfer of all of the Shares owned by that Shareholder to its Principal (if applicable) or to another person which the Principal controls; or

- (g) that Shareholder has committed a Material Breach of this Agreement and has failed to cure such breach within sixty (60) days after receipt of notice given pursuant to a Special Approval.

"**Withdrawing Shareholder**" means a Shareholder that has experienced or undergone a Triggering Event.

1.2 Schedules

The following schedules attached hereto are incorporated into and form part of this Agreement:

Schedule A	-	List of Shareholders
Schedule B	-	Form of Acknowledgement and Agreement

1.3 Construction; Interpretation

- (a) Unless specifically otherwise stated:
 - (i) including and similar words do not imply any limitations;
 - (ii) singular includes plural and the plural includes the singular; and
 - (iii) words importing the masculine gender shall include the feminine and neuter genders
- (b) Descriptive heads are for convenience only.
- (c) Unless expressly stated in the reference, reference to a article, section, subsection, schedule is reference to an article, section, subsection or a schedule of this Agreement.
- (d) This Agreement does not create any right that is enforceable by any Third Party, notwithstanding that any such term may purport to confer or may be construed as conferring a right, benefit, or interest on a Third Party.
- (e) The Parties may rescind or vary the terms of this Agreement without notice to or the consent of any Third Party.

1.4 Unanimous Shareholder Agreement

To the extent that this Agreement specifies that any matters may only be or shall be dealt with or approved by or shall require action by the Shareholders, the discretion and powers of the Directors of the Corporation to manage and to supervise the management of the business and affairs of the Corporation with respect to such matters are correspondingly restricted.

**ARTICLE 2
IMPLEMENTATION OF AGREEMENT**

2.1 Effect of Agreement

Each Shareholder shall vote and act as a shareholder of the Corporation to fulfil the provisions of this Agreement and in all other respects shall comply with, and use all reasonable efforts to cause the Corporation to comply with, this Agreement, and to the extent, if any, which may be permitted by law, shall cause its respective nominees as members of the Board to act in accordance with this Agreement. The Corporation shall carry out and be bound by the provisions of this Agreement to the full extent that it has the capacity and power at law to do so.

2.2 Agreement to Prevail

The provisions of this Agreement shall prevail over any provisions of the Articles, By-laws or policies of the Corporation should any inconsistencies occur.

**ARTICLE 3
MANAGEMENT OF CORPORATION BY DIRECTORS**

3.1 Vesting of Management

The affairs of the Corporation shall be managed by the Board of Directors, except as otherwise expressly provided for under this Agreement.

3.2 Election of Directors

Until the Shareholders determine otherwise in accordance with the terms herein, the Board of Directors shall consist of four (4) directors, and so long as Crown is a Shareholder, Crown shall designate two (2) nominees, and so long as ReedCo is a Shareholder, ReedCo shall designate two (2) nominees. The foregoing nominees shall each be maintained in office as a Director so long as the Shareholder who designated such Director owns Shares, provided that:

- (a) the Shareholders shall remove as Director from office any Director upon the request of the Shareholder who nominated him or her;
- (b) the Shareholders shall remove any Director who fails to vote or refuses to comply with the terms of this Agreement; and
- (c) the Shareholders shall elect or appoint as a Director another Director of the Shareholder who designated any Director so removed.

The discretion and powers of the Board and all persons who may hereafter be nominated, elected or appointed as Directors to manage the business and affairs of the Corporation are hereby restricted to the extent that such discretion and powers are given to the Shareholders under this Agreement, with the effect that each Director will only have the powers as a director of the Corporation that remain in the Board under this Agreement. The Shareholders hereby assume all rights, powers and duties of the Board as are given to the Shareholders under this Agreement and all obligations and liabilities relating to such rights, powers and duties whether arising under the Act or otherwise.

3.3 Meetings of Board and Resolutions

With respect to meetings of the Board of Directors:

- (a) each Director shall have only one vote for every decision of the Directors;
- (b) questions arising at any meeting of the Directors shall be decided by the majority vote of the Directors;
- (c) a quorum shall exist when at least two (2) directors (one of which must be a nominee of Crown and the other of which must be a nominee of ReedCo) are present in person or by means of telephone or other form of telecommunication; provided that if a quorum is not achieved at the initial meeting than a second meeting shall be called within fourteen (14) days of the initial meeting;
- (d) participation by means of telephone or other form of telecommunication is permissible, provided all directors can hear and be heard by each other; and
- (e) notwithstanding Sections 3.3(b) and 3.3(c), if only one of the nominee Directors of Crown or ReedCo is able to participate in a directors meeting, then any resolution or other matter brought before the Board of Directors at such meeting will only be validly passed and approved if resolution or matter has been approved by a majority of all four (4) Directors then in office.

3.4 Fees and Compensation

The Directors shall not receive any fees or other compensation for acting as Directors of the Corporation nor shall they be reimbursed by the Corporation for costs incurred in performing their duties as Directors.

3.5 Appointment of Officers

The Directors shall elect or appoint such officers of the Corporation as the Directors may determine and may delegate the day to day management of the Corporation to its officers.

3.6 Approval of Matters

The following matters require approval of the Shareholders by Special Approval:

- (a) carrying on a business other than the Business, or undergoing a material change to the nature of the Business;
- (b) to wind up, dissolve or institute any liquidation, administration or analogous process in the Corporation, or discontinue any material aspect of the Business;
- (c) entering into any material contracts, leases, agreements, instruments or other documents outside of the ordinary course of the Business selling all or part of the Corporation other than in the ordinary course of business;
- (d) selling any assets or businesses of the Corporation other than in the ordinary course of business;
- (e) issuing any new Shares of the Corporation, or granting or committing to grant any options, warrants, convertible securities or rights to subscribe for, purchase or otherwise acquire or exchange into Shares or other ownership rights in Shares of the Corporation;
- (f) the implementation or subsequent amendment, modification or alteration of any stock option plan or equity participation plan in the Corporation, including any stock option or

equity participation plan for employees, officers, consultants and directors of the Corporation or its subsidiaries;

- (g) entering into any contract or other transaction with, or making any payment (including salaries, management fees and other amounts) to, any Shareholder or any person who is not at Arm's Length to any Shareholder.
- (h) amalgamating, consolidating or merging with any other corporation;
- (i) creating or acquiring any persons that would as be an Affiliate of the Corporation;
- (j) amending the articles of incorporation or by-laws of the Corporation;
- (k) repurchasing or redeeming any Shares of the Corporation;
- (l) approving the Corporation's capital and operating budgets;
- (m) incurring any capital expenditures, operating expenditures or other financial commitments over [\$•], unless otherwise approved in the annual capital and operating budgets for the Corporation;
- (n) the hiring of any officer or senior management personnel of the Corporation, and the amendment to the compensation arrangements for any such persons;
- (o) incurring capital commitments of the Corporation;
- (p) borrowing money by the Corporation from Third Parties;
- (q) hypothecating, pledging, mortgaging, charging or otherwise encumbering the Corporation's assets or any part thereof except in the ordinary course of its business;
- (r) advancing loans or guaranteeing the debts of any other person;
- (s) instituting or settling any legal proceedings by the Corporation;
- (t) changing the Accountant of the Corporation; and
- (u) changing the accounting policies of the Corporation, unless such change is required by law or by virtue of a new statement of standard accounting practice.

ARTICLE 4 DIVIDENDS AND FINANCING

4.1 Dividends

The declaration and issuance of dividends of the Corporation, or any other distribution or payment to any Shareholder, shall be approved unanimously by the Directors.

4.2 General Intention

It is agreed that the funds required for carrying on the business of the Corporation should be obtained, to the extent that it is commercially feasible, through permanent or interim financing from financial institutions or other Third Parties. Where such permanent or interim financing is commercially infeasible or unavailable having regard to the status of the business of the Corporation, the terms of any

financing by the Shareholders shall be as determined by the Corporation and the Shareholders by Special Approval.

4.3 Pro Rata Participation

Each Shareholder shall have the right to participate, as lender, on a pro rata basis in any Shareholder Loans.

4.4 Subordination

Each of the Shareholders agrees at the request of the Directors to subordinate all Shareholder Loans in favour of any bank or lending institution providing financing to the Corporation.

ARTICLE 5 SHARES

5.1 General Prohibition on Dispositions

No Shareholder shall Dispose of any of its Shareholder Interest, unless such Disposition is made:

- (a) with the prior written approval of all of the other Shareholders;
- (b) in strict compliance with a specific provision of this Agreement providing for such a Disposition

Any Disposition of a Shareholder Interest made contrary to this Section 5.1 shall be *void ab initio*.

5.2 Permitted Dispositions to Affiliates

Notwithstanding Section 5.1 but subject to Section 5.3, a Shareholder may Dispose of his Shareholder Interest to an Affiliate of that Shareholder or its Principal (if applicable) without the consent of the Shareholders upon delivery to the Corporation and the Shareholders of an Acknowledgement and Agreement duly executed by such Affiliate.

5.3 Change of Control of ReedCo

ReedCo shall not undergo a change in its Principal without the prior unanimous approval of the Shareholders.

5.4 Consent or Deemed Consent

The Board shall facilitate any Disposition of a Shareholder Interest made in compliance with, or which is required to be made by, any provision of this Agreement. Any Disposition of Shares made in strict compliance with a provision of this Agreement shall be deemed to have been consented to by all Shareholders, and any Disposition of Shares made contrary to, or not in strict compliance with, a provision of this Agreement shall be *void ab initio*.

5.5 Pre-Emptive Rights

- (a) The Corporation may not, following the date of this Agreement, allot or issue new or additional Shares until the Shares proposed to be allotted or issued (the "**Offered Shares**") have first been offered for purchase, on a proportionate basis, to all of the then existing Shareholders. Every such offer shall be made by notice in writing (a "**Pre-emptive Rights Notice**") to the then existing Shareholders, and each Pre-emptive Rights

Notice shall specify therein the total number of Offered Shares being offered and each applicable Shareholder's proportionate entitlement, all terms and conditions which apply to the offering, the subscription price per Offered Share, any preferential rights attached to the Offered Shares over the Shares of any other class, and the time limit, being not less than thirty (30) days, within which such offer, if not accepted, shall be deemed to have been declined.

- (b) The Corporation shall be obliged to issue Shares, in accordance with the Pre-emptive Rights Notice, to any Shareholder who (i) provides the Corporation, within the time period specified in the Pre-emptive Rights Notice, a binding commitment in writing to purchase all or some of that Shareholder's proportionate entitlement to the Offered Shares, provided such commitment in writing is not inconsistent with the terms specified in the Pre-emptive Rights Notice, and (ii) subsequently completes the purchase in accordance with the binding commitment and the Pre-emptive Rights Notice.

5.6 Right of First Offer

- (a) If a Shareholder (the "Offeror") desires to sell, transfer or otherwise dispose of all of its Shareholder Interest to a Third Party, then the Offeror must first offer to the other Shareholder (the "Offeree"), by notice in writing (an "Offer") delivered to the Offeree, the prior right to purchase the Offeror's Shareholder Interest.
- (b) The Offer shall state that the Offeror has determined to avail itself of the provisions of this Section 5.6 and shall set forth:
 - (i) that Offeror offers to sell to the Offeree all of the Offeror's Shareholder Interest;
 - (ii) the purchase price (the "Offer Price") of the Offeror's Shareholder Interest offered for sale, which shall be comprised of a price for the Offeror's Shares as determined by the Offeror and a price for the Offeror's Shareholder Loan equal to the balance owing under such Shareholder Loan;
 - (iii) the terms and conditions of the sale; and
 - (iv) that the Offer is open for acceptance by the Offeree for a period of 90 days after receipt of the Offer by the Offeree (the "Offering Period").
- (c) The Offeree may accept the Offer by unconditional notice in writing to the Offer during the Offering period.
- (d) Upon the acceptance of the Offer by the Offeree, the Offeree shall purchase, at the Offer Price, the Offeror's Shareholder Interest, and the closing of such transaction will occur on the 30th day following the date of the notice of acceptance in respect of the Offer, or, if that day is not a Business Day, then on the next ensuing Business Day (or such other date as the parties thereto may agree), at which time the appropriate parties will execute and deliver such instruments and conveyances as may be reasonably required to effect and complete the sale.
- (e) If the Offeree does not accept the Offer within the Offering Period, then the Offeror may sell, transfer or otherwise dispose of all of its Shareholder Interest to any Third Party for a price not less than the price for such Shareholder Interest set out in the Offer and on no more favourable terms and conditions, from a purchaser's point of view, than as set out in the Offer; provided that if a sale to a Third Party is not completed within 180 days after expiry of the Offering Period, the provisions of this section 5.6 will again become

applicable to the sale, transfer or other disposition of the Offeror's Shareholder Interest and so on from time to time.

- (f) The Offeree shall be entitled to demand, from the Offeror, particulars relating to any sale of the Offeror's Shareholder Interest to any Third Party for the purpose of ensuring that such sale has been completed in accordance with the provisions of this Section 5.6, and the Corporation shall be entitled to refuse to record the transfer of any such Shares which have been sold otherwise than in accordance with the provisions of this Section 5.6.

5.7 Tag-Along Right

If the Offeree does not accept the Offeror's Offer to sell the Offeror's Shareholder Interest to the Offeree under Section 5.6, and if the Offeror wishes to sell all of its Shareholder Interest to a Third Party pursuant to Section 5.6(e), then the Offeror shall not:

- (a) agree to sell its Shareholder Interest to such Third Party unless the terms of the agreement between the Offeror and the Third Party include an offer by the Third Party to the Offeree (a "Third Party Offer"), open for acceptance for at least 30 days, to purchase all of the Offeree's Shareholder Interest at the same price per Share (plus an amount equal to the balance owing on the Offeror's Shareholder Loan) and on substantially the same terms and conditions as the Third Party's purchase of the Offeror's Shareholder Interest; and
- (b) complete such sale of its Shareholder Interest to such Third Party unless, on the closing of such sale, the Third Party completes a purchase of the Offeree's Shareholder Interest in respect of which the Offeree has accepted a Third Party Offer.

5.8 Drag-Along Right

If the Offeree does not accept the Offeror's Offer to sell the Offeror's Shareholder Interest to the Offeree under Section 5.6, and if the Offeror wishes to sell all of its Shareholder Interest to a Third Party pursuant to Section 5.6(e), then the Offeror shall have the right to require the Offeree to sell its entire Shareholder Interest to such Third Party pursuant to the same transaction in which the Offeror sells its Shareholder Interest to such Third Party, provided that such transaction:

- (a) provides for the purchase of all of the Offeree's Shareholder Interest at a price per Share equal to the price payable for the Offeror's Shares, and at a price for the Offeree's Shareholder Loan at the balance owing thereunder;
- (b) is for a price per Share which is no less than the price at which the Offeror had offered to sell its Shares to the Offeree pursuant to Section 5.6; and
- (c) is for a total purchase price for all Shares of the Shareholders which is no less than \$•.
[NTD: Floor price to be set at the initial acquisition value of the business.]

The Offeror may exercise the right provided under this Section 5.7 by delivering a notice in writing to the Offeree at least 15 days prior to the closing of the transaction in which the Offeror sells its Shareholder Interest to the aforementioned Third Party.

**ARTICLE 6
INVOLUNTARY TRANSFER**

6.1 Triggering Events

Upon the occurrence of a Triggering Event, the Corporation shall have the right, but not the obligation, to purchase the Shareholder Interest of the Withdrawing Shareholder and the purchase price of the Shareholder Interest shall be the aggregate of:

- (a) 90% of the value of the Shares being purchased, established in accordance with the price determination clause in Section 7.3 of this Agreement, unless the Triggering Event arose from the death or Disability of ReedCo's Principal, in which case the price payable for ReedCo's Shares shall be 100% of the amount established in accordance with Section 7.3, plus
- (b) the amount of any Shareholder Loans owed by the Corporation to the Withdrawing Shareholder.

6.2 Exercise of Option

The Corporation shall have the right, but not the obligation, to purchase the applicable Withdrawing Shareholder's Shareholder Interest within six (6) months of the date the Triggering Event occurred or first became known to the Corporation (whichever last occurs), and if exercised shall pay for such Shareholder Interest by issuing a promissory note which provides for payment of the applicable purchase price over a 5 year period in 60 consecutive and equal monthly instalments payable on the first day of each month commencing no later than the month following the month in which the Corporation has completed, or is required to complete, the purchase of the Withdrawing Shareholder's Shareholder Interest.

6.3 Cooperation with Corporation

The Withdrawing Shareholder, or the trustee, executor or personal representative of that Shareholder, shall in all respects co-operate with the Corporation and otherwise facilitate the Corporation's purchase of the applicable Shareholder Interest. At the option of the Remaining Shareholder, the Corporation may assign its rights and obligations under this Section to the Remaining Shareholder, who thereupon shall complete the purchase of the applicable Shareholder Interest in accordance with this Section in the place and stead of the Corporation.

**ARTICLE 7
GENERAL PROVISIONS RELATING TO SALES HEREUNDER**

7.1 Release of Guarantees

If the Shareholder Interest of a Shareholder is purchased by another Shareholder or Shareholders or the Corporation, it shall be a condition of such purchase that the Corporation and the purchasing Shareholder or Shareholders, as applicable, shall obtain the release of any guarantee of the indebtedness of the Corporation made by the selling Shareholder; provided that if the purchasing Shareholder or Shareholders or the Corporation, as applicable, is or are unable to obtain such release of guarantee, then the purchasing Shareholder or Shareholders (or Corporation, as applicable) shall indemnify the selling Shareholder on closing against any loss the selling Shareholder may suffer as a result of having executed that guarantee.

7.2 Transferee to Become a Party

If the Shareholder Interest of a Shareholder is purchased by a Third Party, it shall be a condition that such Third Party deliver to the Corporation and each Shareholder an executed Acknowledgment and Agreement (substantially in the form attached as Schedule B).

7.3 Price Determination

For purposes of the purchase and sale provisions in Article 6, the price per Share shall be determined by the Accountant or, alternatively if agreed to by a majority of the Shareholders, by a certified business evaluator selected by a majority of the Shareholders, using any reasonable means of valuation, provided that if the Accountant or certified business evaluator, as the case may be, is unable or unwilling to determine a per Share value within one hundred twenty (120) days of being mandated to do so, the Corporation shall thereafter engage two independent and arms-length accountants or business valuers who shall each be mandated to determine a per Share value as soon as possible, with their results then being averaged in order to determine a per Share value. Any determination of a per Share value by the Accountant or a certified business evaluator, as the case may be, using any reasonable means of valuation, or any determination by other accountants or business evaluators that is subsequently averaged in order to determine a per Share value, shall be binding upon the Corporation and the Shareholders, absent manifest error, and shall thereafter be the basis for completion of the applicable purchase and sale transaction.

7.4 Closing

Where there is a sale of Shares or a Shareholder Interest pursuant to Article 6:

- (a) the Shareholder selling its Shares in the Corporation shall deliver up all accounts, records and other documents in its possession belonging to the Corporation and shall execute and deliver such instruments as may be reasonably required to give effect to such purchase and the terms and conditions thereof and such documents as to satisfy the requirements of this Agreement, and without limiting the generality thereof, including a Share transfer, resignations and releases of the selling Shareholder and/or all nominees of the selling Shareholder from the Board and any office or employment with the Corporation as needed and receipts, as required, for payment of Shareholder Loans, dividends, fees, salaries, wages, bonuses, or other consideration owed by the Corporation to the selling Shareholder;
- (b) at the closing for the purchase and sale of such Shares or Shareholder Interest, the Corporation shall pay to the selling Shareholder all accrued amounts in respect of, fees, unpaid dividends and interest thereon owing to the Shareholder by the Corporation as at the date the selling Shareholder underwent a Triggering Event, as applicable. Where the purchase and sale is in respect of Shares only, the Corporation shall pay to the selling Shareholder all accrued amounts in respect of any Shareholder Loan advanced by the selling Shareholder by issuing a promissory note to that selling Shareholder which provides for payment of those accrued amounts over a 5 year period in 60 consecutive and equal monthly instalments payable on the first day of each month commencing no later than the month following the month in which the Corporation has completed the purchase of the Shares of that Selling Shareholder;
- (c) at the closing for the purchase and sale of such Shares or Shareholder Interest, if the selling Shareholder shall be indebted to the Corporation, the selling Shareholder shall settle and discharge such indebtedness;

- (d) if the selling Shareholder is unable or unwilling or otherwise fails to transfer its Shares or Shareholder Interest to the Corporation or the other Shareholder as provided for in this Agreement:
- (i) any Director of the Corporation then in office after taking into account the resignations contemplated by this Article (a "Remaining Director") shall and is hereby authorized and directed by the Board and the Shareholders to cause the Corporation to receive the applicable purchase monies on behalf of the selling Shareholder and thereupon cause the name of the purchaser of the Shares (the "Purchaser") to be entered into the registers of the Corporation as the holder of the Shares purchasable by the Purchaser, and the applicable purchase monies received by the Corporation shall thereafter be held in trust by the Corporation on behalf of the Seller and not commingled with the Corporation's assets, except that any interest accruing thereon shall be for the account of the Corporation;
 - (ii) the receipt by a Remaining Director or the Corporation of the purchase monies shall be good and sufficient discharge by the Purchaser of its purchase obligations and, after its name has been entered into the registers of the Corporation in exercise of the power to do so, (A) the validity of the proceedings shall not be subject to question or challenge by any person, and (B) the selling Shareholder shall cease to have any right to or in respect of its Shareholder Interest, other than the right to receive, without interest, the purchase price then held in trust by the Corporation; and
 - (iii) if the selling Shareholder or the nominees of the selling Shareholder are unwilling or otherwise fail to voluntarily resign from the Board and all offices or employment with the Corporation, they shall be unilaterally removed, and the Board and the Shareholders hereby authorize any Remaining Director to take such actions as may be necessary in order to do so.
- (e) Each Shareholder hereby appoints the Corporation (and the Remaining Directors on behalf of the Corporation) its true and lawful attorney to sign such instruments and make such filings and applications as may be necessary to give effect to matters contemplated in this Section. This power of attorney is irrevocable for the term of this Agreement and is coupled with an interest. If requested, each Party shall execute a form prescribed by the Board setting forth this power of attorney in more detail.

ARTICLE 8 CONFIDENTIALITY

8.1 Confidential Information

- (a) Each Shareholder (a "Receiving Party") acknowledges that it may from time to time be entrusted with and have access to Confidential Information, and further acknowledges that the right to possess and maintain all such Confidential Information constitutes a proprietary right of the Disclosing Party and any Affiliate (as applicable) which the Disclosing Party or such Affiliate is entitled to protect.
- (b) Each Receiving Party agrees that, regardless of the capacity in which it has acquired Confidential Information or when it has acquired the same (and, even, for greater certainty, where it has acquired such information by reason of its statutory entitlements as a Shareholder):

- (i) it shall not at any time, and whether then a Shareholder or not, directly or indirectly disclose Confidential Information to any person (other than the Receiving Party's own professional advisors on a need to know basis and upon like terms of confidentiality) without the prior written consent of the Disclosing Party;
 - (ii) it shall not at any time, and whether then a Shareholder or not, use Confidential Information for personal gain or in furtherance of any act that could have a negative impact on the Disclosing Party; and
 - (iii) it shall take such actions as are reasonably necessary to ensure that no employee, agent, contractor, family member or other person discloses or permits to be disclosed any Confidential Information.
- (c) Each Receiving Party shall return to the Disclosing Party all property, written information and documents of the Disclosing Party and its Affiliates and all Confidential Information and all copies and representations of the same upon its cessation as a Shareholder. For greater certainty, each Receiving Party agrees that, without the prior written consent of the Disclosing Party, it has no right to ownership or possession of any Confidential Information.
 - (d) This Section 8.1 does not apply to disclosures which are required by applicable laws or regulatory authorities; provided, however, that prior to any unauthorized use or disclosure of Confidential Information that is required by law, the Receiving Party shall give the Disclosing Party reasonable prior notice of any disclosure of Confidential Information required by law and, if requested by the Disclosing Party, shall use reasonable efforts to obtain a protective order or similar protection for the Disclosing Party and shall permit and co-operate with any effort by the Disclosing Party to obtain such an order.
 - (e) The Confidentiality obligations in this Section 8.1 shall apply to a Receiving Party for so long as it is a Shareholder and for five (5) years after the date that the Receiving Party no longer holds any Shares.

8.2 Acknowledgements

Each Shareholder acknowledges and agrees that:

- (a) it will occupy a position of trust and confidence with the Corporation, and will be familiar with the Corporation's Confidential Information, business trade secrets and with other proprietary information concerning the Corporation;
- (b) its relationship with the Corporation has special, unique and extraordinary value to the Corporation and the Corporation would be irreparably damaged if he were to disclose Confidential Information or otherwise violate the provisions of this Article 8; and
- (c) the Corporation shall be entitled to any appropriate legal, equitable, or other remedy, including injunctive relief, in respect of any failure or continuing failure on its part to comply with the terms, conditions and restrictions of this Article 8.

8.3 Non-Competition

- (a) ReedCo covenants and agrees that for a period commencing on the date hereof and terminating on the day on which ReedCo last holds Shares, it shall not, without the prior written consent of the other Shareholders (which consent shall be exercisable in the sole

discretion of the other Shareholders) directly or indirectly or in any manner engage, invest or otherwise have any interest (whether individually or in partnership, jointly or in conjunction with any other person, or as an employee, officer, director, consultant, adviser, principal, investor, agent, lender, guarantor, member, proprietor, or in any other capacity whatsoever) in any Competitive Business in the Province of Alberta

- (b) For the purposes of this Section 8.3(a), the "**Competitive Business**" means a business that provides a good or service that is sold or offered by the Business at the time of determination.

8.4 Survival

The provisions of Section 8.1 and 8.3 shall survive termination of this Agreement.

ARTICLE 9 GOVERNING LAW AND DISPUTE RESOLUTION

9.1 Governing Law

This Agreement is governed by, and it is to be interpreted, construed and enforced in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.2 Dispute Resolution

- (a) All claims and disputes between the Shareholders arising in relation to this Agreement, including disputes respecting any matter of interpretation of the provisions of this Agreement ("**Disputes**") shall be resolved pursuant to the provisions of this Section 9.2.
- (b) Parties to a dispute ("**Disputing Parties**") shall, acting in good faith and understanding of their mutual interests, attempt to reach a just and equitable solution satisfactory to the Disputing Parties within a sixty (60) day period from notice in writing detailing the Dispute. If the Dispute is not resolved in such manner, the Dispute shall be arbitrated by a single arbitrator in accordance with the *Arbitration Act* (Alberta). If the Partners cannot agree upon a single arbitrator within a 30 day period, any Disputing Party can make an application to the Court of Queen's Bench of Alberta to have an arbitrator appointed.
- (c) A Disputing Party may, by written notice to the other Disputing Parties, at any time during the negotiations contemplated in Section 9.2(b) above, request the Disputing Parties to attempt to resolve that Dispute on a without prejudice basis through structured non-binding negotiations with the assistance of a mediator in accordance with the following provisions:

ARTICLE 10 GENERAL

10.1 Suspension of Voting Rights and Dividends

Notwithstanding the provisions of the Articles, the Act, By-laws or any other provision of this Agreement, a Shareholder that is in Material Breach of this Agreement shall, for so long as that Material Breach continues, not be entitled to exercise any voting rights in relation to its or his Shares and shall forfeit the right to receive any dividends declared.

10.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior contract, agreement, indenture, instrument, commitment, negotiations and discussions of the Parties in respect of the subject matter hereof. The failure at any time of any Party to insist upon strict performance of any provision of this Agreement will not limit the ability of that Party to insist at any future time whatsoever upon the performance of the same or any other provision (except insofar as that Party has given a written waiver or release).

10.3 Endorsement on Share Certificates

Any and all certificates representing Shares, now or after the date of this Agreement, beneficially owned by the Shareholders during the currency of this Agreement (whether such Shares are issued initially or with respect to transfer or otherwise) shall have endorsed thereon in bold type the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF A UNANIMOUS SHAREHOLDER AGREEMENT DATED [•] WHICH AGREEMENT CONTAINS RESTRICTIONS ON THE RIGHTS OF THE HOLDER AND NOTICE OF THE TERMS AND CONDITIONS OF SUCH AGREEMENT IS HEREBY GIVEN.

10.4 Notice by Corporation of Unanimous Shareholder Agreement

The Corporation by its execution of this Agreement acknowledges that it has actual notice of the terms of this Agreement, consents to the terms of this Agreement, and covenants with each of the Shareholders that it shall at all times during the continuance of this Agreement be governed by this Agreement in carrying out its business and affairs and accordingly, shall give or cause to be given such notices, execute or cause to be executed such deeds, transfers and documents and do or cause to be done all such acts, matters and things as may from time to time be necessary or conducive to the carrying out of the terms and intent of this Agreement.

10.5 Duration of Agreement

This Agreement shall continue in full force and effect until the earlier of:

- (a) the date upon which the Agreement is terminated by agreement between the Shareholders; or
- (b) the date upon which there shall be only one Shareholder of the Corporation.

10.6 Time

Time shall be of the essence of this Agreement.

10.7 Non-Waiver

No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the Parties in the observance or the performance of any part of this Agreement shall not extend to or be taken in any manner to affect any other default.

10.8 Enurement

This Agreement is binding upon and will enure to the benefit of the Parties and their respective heirs, executors, administrators and other legal representatives and, to the extent permitted hereunder, the respective successors and assigns of the Parties.

10.9 Amendment

No alteration or amendment to this Agreement shall take effect unless the same is duly executed by each of the Shareholders; provided that it shall not be necessary to make a Party to such amending Agreement, any Shareholder who has ceased to be a Shareholder of the Corporation and who has been fully repaid any monies owing to him in respect of his Shareholder Interest at one time held by him.

10.10 Further Assurances

The Parties covenant and agree to execute such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the terms of this Agreement.

10.11 Cumulative Rights

The rights, powers, authorities, discretions and remedies arising out of or under this Agreement are cumulative and do not exclude any other right, power, authority, discretion or remedy of any Party. Further, in no instance shall a Shareholder be liable to any other Shareholder for loss or deferment of income, loss of opportunity, extraordinary, special, exemplary or punitive damages, or any other indirect damages or losses, whether or not similar to the foregoing.

10.12 Notices

All notices authorized or required between the Parties by any of the provisions of this Agreement shall be in written English, properly addressed to the other Party as show in Schedule A, and will be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a document in portable document format (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth in Schedule A (or to such other address, facsimile number or e-mail that may be designated by a Party from time to time). Each Party shall have the right to change its address at any time or designate that copies of all such notices be directed to another person at another address for notice, by giving written notice thereof to the other Party at least five (5) business days in advance.

10.13 Counterparts

This Agreement may be executed in any number of counterparts each of which shall be an original but which shall together constitute one and the same instrument. Signature pages from separate counterparts may be faxed or delivered by electronic means and may be combined to form a single counterpart. This Agreement shall not be binding upon any Party unless and until executed by all Parties.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the day and year first above written

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

Per

Name: Name

Title: Title

Per

Name: Name

Title: Title

2069328 ALBERTA LTD.

Per



Name: Name

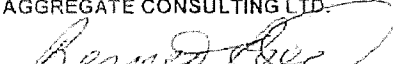
BERNIE REED

Title: Title

PRES.

RBEE AGGREGATE CONSULTING LTD.

Per:



Name: Name

BERNIE REED

Title: Title

PRES.

**SCHEDULE A TO THE UNANIMOUS SHAREHOLDER AGREEMENT DATED THE 13th DAY of
SEPTEMBER, 2017 AMONG RBEE AGGREGATE CONSULTING LTD. AND THOSE PERSONS WHO
FROM TIME TO TIME HOLD SHARES IN THE CAPITAL STOCK OF THE CORPORATION**

LIST OF SHAREHOLDERS

<u>Shareholder</u>	<u>Address of Shareholder</u>	<u>Number and Class of Shares</u>
Crown Capital Fund IV, LP	c/o Crown Capital Partners Inc. 77 King Street West, Suite 4330 Toronto, ON M5K 1H6	1 Class A Share
2069328 Alberta Ltd.	46 Cranberry Bend Fort Saskatchewan, AB T8L 0H2	1 Class A Share

SCHEDULE B TO THE UNANIMOUS SHAREHOLDER AGREEMENT DATED THE 13th DAY of
SEPTEMBER, 2017 AMONG RBEE AGGREGATE CONSULTING LTD. AND THOSE PERSONS WHO
FROM TIME TO TIME HOLD SHARES IN THE CAPITAL STOCK OF THE CORPORATION

FORM OF ACKNOWLEDGMENT AND AGREEMENT

TO: RBee Aggregate Consulting Ltd.

AND TO: The Shareholders of Rbee Aggregate Consulting Ltd.

The undersigned makes reference to that certain Unanimous Shareholder Agreement made the
13th day of September, 2017 among RBee Aggregate Consulting Ltd. and its Shareholders (the
Agreement). Capitalized terms used herein shall have the meanings as set forth in the Agreement.

FOR VALUE RECEIVED, the undersigned hereby confirms that it has agreed to become a
Shareholder of the Corporation and that it has received a copy of, and is aware of the terms and
conditions set forth in, the Agreement. The undersigned hereby acknowledges and accepts the terms of
the Agreement and agrees with the Corporation and all Shareholders that it will be bound by the terms
and provisions of the Agreement as though originally named as a Party thereto and further acknowledges
and agrees that any Shares or Shareholder Interests now or hereafter held by it are subject to the terms
of the Agreement.

DATED this • day of •, 20•.

[Where the new Shareholder is a corporation, use the following execution block]

• *[Insert name of new Shareholder]*

Per: _____

[Where the new Shareholder is an individual, use the following execution block]

Witness

• *[Insert name of new Shareholder]*

RBEE Aggregate Consulting Ltd.
A1 to record
QQ.1
Transactions by Account Report May 01, 2019
'Generated On: Jun 14, 2021
PBC
2685 Due To/From A1 Quality Belting Ltd.

Date	Comment	Source #	Trans. No.	Debits	Credits	Balance
	Opening balance					0
Apr 30, 2020	To record pmts to Komatsu loan paid by related party.	Apr20YE-JE07	J16816	0.00	115,143.24	-115,143.24 Note 1
Apr 30, 2020	To record pmts by A1 Quality Belting (July - August)	Apr20YE-JE11	J16820	0.00	42,277.62	-157,420.86 Note 2
Apr 30, 2020	Adjust SH loan posting to A1 Quality Belting Ltd.	Apr20YE-JE24	J16837	0.00	425,000.00	-582,420.86
	Aggregate Electric - Rbee Loan				25,012.00	-607,432.86 Note 3
May 06, 2020	A1 Quality Belting Ltd.	Loan 05.06.20	J294	0.00	50,000.00	-657,432.86
Sep 01, 2020	A1 Quality Belting (Loaned March 23, 2020)	Loan from A1	J5514	425,000.00	0.00	-232,432.86 VP1427 - 250000
Sep 01, 2020	A1 Quality Belting (Loaned April 16, 2020)	Loan from A1	J5514	25,012.00	0.00	-207,420.86 VP1428 - 250012
Sep 01, 2020	A1 Quality Belting (Loaned May 6, 2020)	Loan from A1	J5514	50,000.00	0.00	-157,420.86
Feb 25, 2021	A1 Quality Belting Ltd.	Loan 02.25.21	J11131	0.00	200,000.00	-357,420.86
Feb 26, 2021	A1 Quality Belting Ltd.	Loan 02.26.21	J11132	0.00	100,000.00	-457,420.86
Feb 25, 2021	Ritchie Bros. Auctioneers (Canada) Ltd.	20211121 Feb 23-25	J13177	0.00	103,493.39	-560,914.25
Mar 20, 2021	RB001 Payout, WS Leasing Ltd	Cash	J14385	0.00	10,000.00	-570,914.25
Mar 20, 2021	RB002 Payout, WS Leasing Ltd	Cash	J14386	0.00	10,000.00	-580,914.25
Mar 20, 2021	RB 004 Payout, WS Leasing Ltd	Cash	J14388	0.00	10,000.00	-590,914.25
Mar 20, 2021	RB 003 Payout, WS Leasing Ltd	Cash	J14451	0.00	10,000.00	-600,914.25
Mar 20, 2021	A1 purchased vehicle RB001, RB002, RB004, RB003	WS Lease	J14452	40,000.00	0.00	-560,914.25
Mar 31, 2021	Carson International	0604612531-01	J13995	6,085.52	0.00	-554,828.73
Apr 10, 2021	RB 005 Payout, WS Leasing Ltd	Cash	J14389	0.00	10,000.00	-564,828.73
Apr 10, 2021	RB 006 Payout, WS Leasing Ltd	Cash	J14390	0.00	10,000.00	-574,828.73
Apr 10, 2021	RB 007 Payout, WS Leasing Ltd	Cash	J14391	0.00	10,000.00	-584,828.73
Apr 10, 2021	RB 008 Payout, WS Leasing Ltd	Cash	J14392	0.00	10,000.00	-594,828.73
Apr 10, 2021	RB 009 Payout, WS Leasing Ltd	Cash	J14393	0.00	10,000.00	-604,828.73
Apr 10, 2021	RB 010 Payout, WS Leasing Ltd	Cash	J14449	0.00	10,000.00	-614,828.73
Apr 10, 2021	A1 purchased vehicle RB005-RB010	WS Lease	J14453	60,000.00	0.00	-554,828.73
				606,097.52	1,160,926.25	

AJE 4 - to move proceeds from sale of A-1's Rock Truck to them. (64,941.83)

(619,770.56) H80

Note 1:

Rbee has \$115143.24 and A1 has \$86357.43 year end AJE's difference of \$28785.81 one payment of loan posted previously to 2660 Account #2660 was #80202 Komatsu (WA600-6) as of Mar 28, 2019 changed to #80189 Komatsu (WA600-6) as of June 28, 2019 The amount of 28,785.81 was posted to Account #2660 in 2019 to end of April 2020 and then May 1-April 2020 \$21,001.28 was posted to account 2660 The account #2660 was balanced to Amortization Schedule December 3, 2020 That has GL #2660 on it.

Note 2:

Rbee has 42277.62 and A1 has \$-25471.88, not sure if these are related year end items.

Note 3:

Aggregate Electric - Rbee Loan is to be recorded when details are sent from Annette Kriska

AJE 1
QQ.2

This is Exhibit "B" referred to in the Affidavit of
Bernie Reed
 Sworn before me this 25th day
 of April, A.D., 2021
[Signature]
 A Notary Public, A Commissioner for Oaths
 in and for the Province of Alberta

Melissa M. Milne
 A Commissioner for Oaths
 in and for Alberta
 My Commission Expires Feb. 5, 2026

RBEE Aggregate Consulting Ltd.
Transactions by Account Report May 01, 2021 to Apr 30, 2022
Sorted by: Date

[illegible]

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(U) [REDACTED]

(U) [REDACTED]

(U) [REDACTED]

100

Munroe, Sherry

From: Annette Krisa <akrisa@krisabookkeeping.com>
 Sent: Friday, November 19, 2021 9:59 AM
 To: Munroe, Sherry
 Subject: [EXT] 10 trucks Information
 Attachments: image2021-11-19-105132 (1).pdf

My apologies. Here is the information you require.

The two dodge trucks, VIN 354253 and 274062 were actually RBee's that we sold for them in the bundle. RBee has given me two bills of sale for the vehicles and technically we were to pay them \$26,750.00 and \$18,350.00 respectively, but Bernie told me not to pay them until they catch up their A/R with us.

Annette Krisa
 Manager
 Krisa Bookkeeping
 780-814-3576

Handwritten calculations and notes:

RP acct → RP acct →

26750.00 ACB
 1273.80 GST
 25,476.20 ACB to AI
 aje 26/27

18350.00
 893.80
 17,476.20
 aje 26/27

Bought and Sold same year.

Aje 26 to record purchase.
 Aje 27 to record sale.

SOLD for

U.6 pg 8

36750.00
 - 1750.00 GST
 35000.00
 25476.20
 9523.80

U.6 pg 9

28350
 - 1350 GST
 27000.00
 17476.20
 9523.80

This is Exhibit "D" referred to in the Affidavit of

Bernie Reed

Sworn before me this 19 day
 of April, A.D., 2025

A Notary Public, A Commissioner for Oaths
 in and for the Province of Alberta

Melissa M. Milne
 A Commissioner for Oaths
 in and for Alberta
 My Commission Expires Feb. 5, 2026

Statement date May 31, 2020

Transit number [REDACTED]

Customer number [REDACTED]

Cheque images 6

Page number 1 of 7

ATB0114001_3271846_003 E D 07199 03684

A-1 QUALITY BELTING LTD.
PO Box 65
Wembley AB T0H 3S0

Your ATB Financial Branch

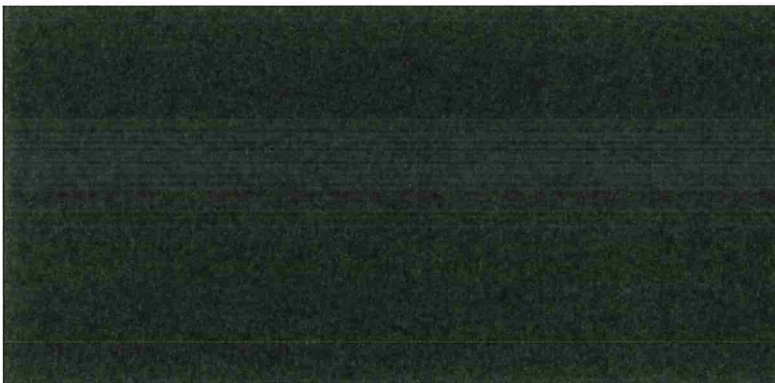
07199 Grande Prairie Westview Branch
9907 106A St
Grande Prairie AB
T8V 8E9

If you have any questions, contact us at
1 800 332-8383 or visit us at
www.atb.com

A summary of your accounts on May 31, 2020

Deposits

Value on May 31, 2020



This is Exhibit "E" referred to in the
Affidavit of

Bernie Reed

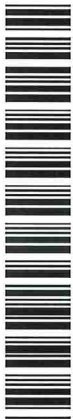
Sworn before me this 4th day
of April, A.D., 2025

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Melissa M. Milne
A Commissioner for Oaths
in and for Alberta
My Commission Expires Feb. 5, 2026

Find an error? Give us a call or drop by a branch. We'll take care of it.

A summary of Deposit Account Unlimited Business Banking

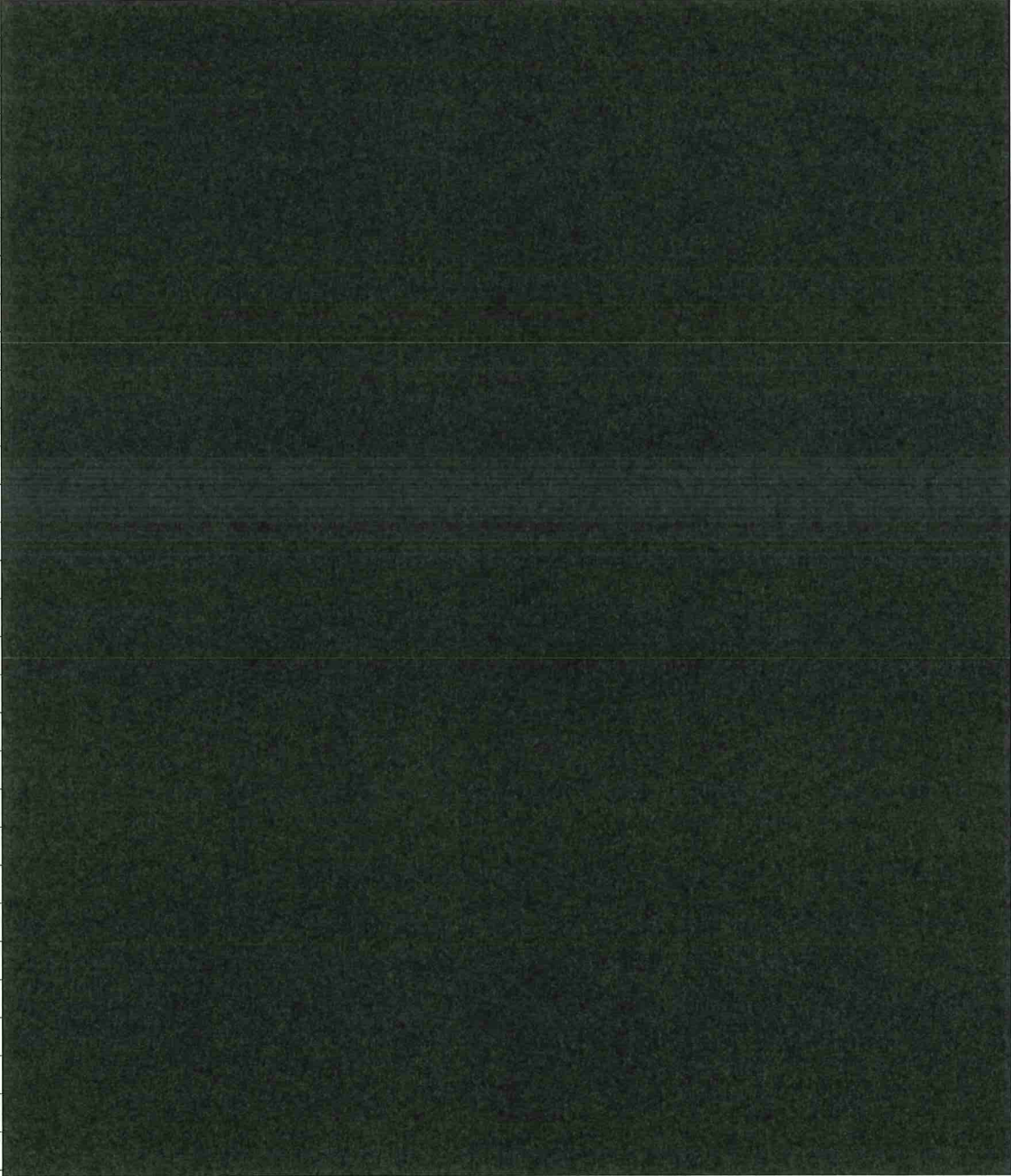


Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Apr 30				
May 1				
May 1				
May 1				
May 1				
May 1				
May 1				
May 1				
May 1				
May 1				
May 1				
May 1				
May 1				
May 3				
May 3				
May 3				
May 3				
May 3				
May 3				
May 3				
May 4				
May 5				
May 5				
May 6	One Off Disbursement 000112720160	\$50,000.00		
May 8				
May 8				
May 8				
May 8				
May 8				
May 11				
May 11				

ATB0114001_3271846_003 - 0013684 025362

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
May 11				
May 11				
May 11				
May 12				
May 12				
May 13				
May 13				
May 13				
May 14				
May 15				
May 15				
May 15				
May 18				
May 18				
May 19				
May 19				
May 19				
May 20				
May 20				
May 21				
May 22				
May 22				
May 22				
May 25				
May 25				
May 25				
May 25				
May 25				
May 25				
May 25				
May 26				



ATB0114001_3271846_003 - 0013684 HRI - 06 - 04 - 03 - 22 - - 025363

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
May 27				
May 27				
May 28				
May 28				
May 28				
May 28				
May 29				
May 29				
May 29				
May 29				
May 31				
May 31				
May 31				
May 31				

A summary of Deposit Account
T-Bill Savings Account

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Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Apr 30				
May 31				
May 31				

A summary of Deposit Account US Savings Account



Details of your account transactions

Date	Description	Debits to your account (\$) USD	Credits to your account (\$) USD	Balance (\$) USD
Apr 30	[REDACTED]			
May 8				
May 8				
May 31				
May 31				

A summary of your Term/GIC Investments

[REDACTED]	CAD
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Your Term/GIC Investments





SAVING | BORROWING | INVESTING | KNOW-HOW



ATB0114001_3271846_003 - 0013684 HRI - 06 - 04 - 01 - 20 - - 025367



SAVING | BORROWING | INVESTING | KNOW-HOW

ATB0114001_2587304_003 E D 07199 02925

A-1 QUALITY BELTING LTD.
PO Box 65
Wembley AB T0H 3S0

Your ATB Financial Branch

07199 Grande Prairie Westview Branch
9907 106A St
Grande Prairie AB
T8V 8E9

If you have any questions, contact us at
1 800 332-8383 or visit us at
www.atb.com

A summary of your accounts on Feb 28, 2021

Deposits

Value on Feb 28, 2021

USD

CAD



Find an error? Give us a call or drop by a branch. We'll take care of it.

A summary of Deposit Account Unlimited Business Banking



Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jan 31				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 1				
Feb 2				
Feb 2				
Feb 3				
Feb 4				
Feb 4				
Feb 5				
Feb 5				
Feb 5				
Feb 5				
Feb 5				
Feb 8				
Feb 8				
Feb 8				

ATB0114001_2587304_003 - 0012925 020356

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Feb 8				
Feb 8				
Feb 8				
Feb 8				
Feb 10				
Feb 10				
Feb 12				
Feb 12				
Feb 12				
Feb 15				
Feb 15				
Feb 16				
Feb 16				
Feb 16				
Feb 16				
Feb 16				
Feb 17				
Feb 17				
Feb 17				
Feb 17				
Feb 18				
Feb 18				
Feb 18				
Feb 18				
Feb 18				
Feb 18				
Feb 19				
Feb 19				
Feb 19				
Feb 22				



ATB0114001_2587304_003 - 0012925 HRI - 04 - 04 - 03 - 29 - - 020357

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Feb 22				
Feb 22				
Feb 22				
Feb 22				
Feb 22				
Feb 22				
Feb 22				
Feb 23				
Feb 24				
Feb 24				
Feb 24				
Feb 24				
Feb 25				
Feb 25				
Feb 25	EFT Settlement		\$200,000.00	
Feb 25	EFT Settlement	\$200,000.00		
Feb 25				
Feb 26	One Off Disbursement 000138940566	\$100,000.00		
Feb 26				
Feb 26				
Feb 28				
Feb 28				
Feb 28				
Feb 28				
Feb 28				
Feb 28				

A summary of Deposit Account T-Bill Savings Account



Details of your account transactions

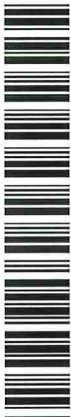
Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jan 31	[REDACTED]			
Feb 8				
Feb 28				
Feb 28				

A summary of Deposit Account US Savings Account



Details of your account transactions

Date	Description	Debits to your account (\$) USD	Credits to your account (\$) USD	Balance (\$) USD
Jan 31	[REDACTED]			
Feb 8				
Feb 8				
Feb 18				
Feb 18				
Feb 19				



Details of your account transactions (continued)

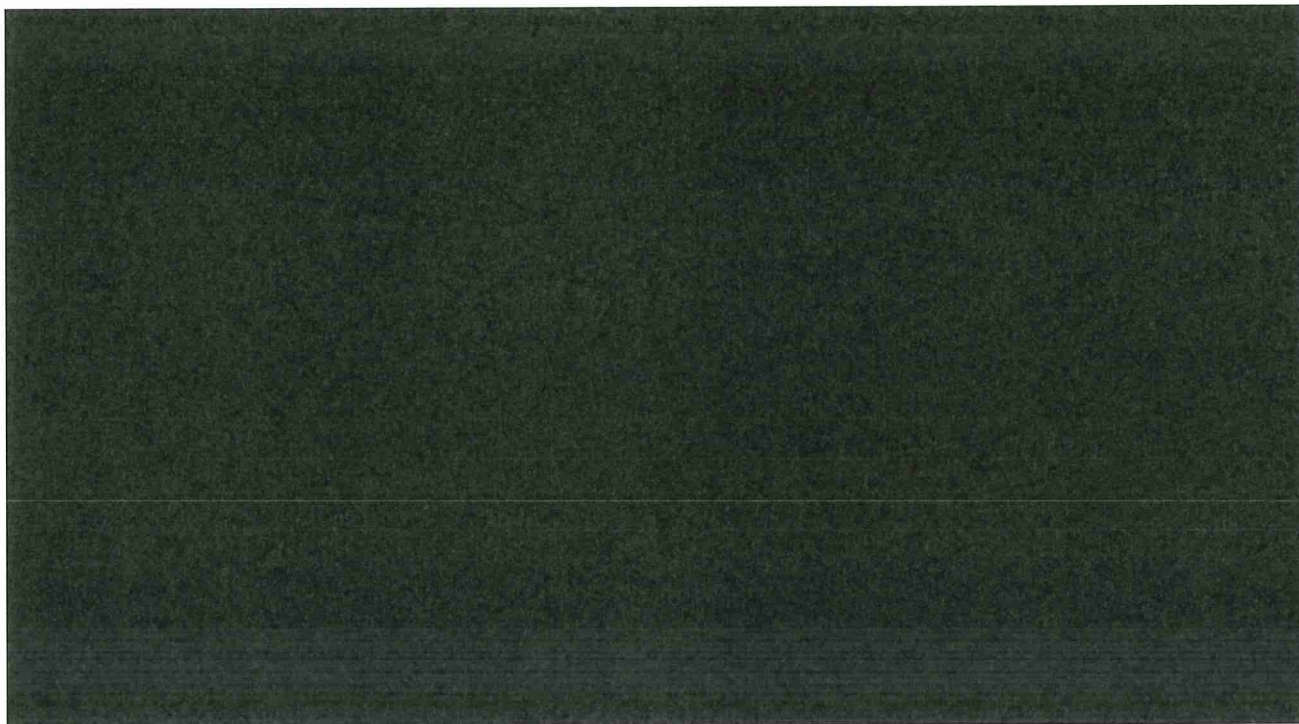
Date	Description	Debits to your account (\$) USD	Credits to your account (\$) USD	Balance (\$) USD
Feb 19				
Feb 22				
Feb 22				
Feb 22				
Feb 23				
Feb 23				
Feb 25				
Feb 28				
Feb 28				

A summary of your Term/GIC Investments

	CAD

Your Term/GIC Investments

--





SAVING | BORROWING | INVESTING | KNOW-HOW

ATB0114001_5878722_003 E D 07199 03377

A-1 QUALITY BELTING LTD.
PO Box 65
Wembley AB T0H 3S0

Your ATB Financial Branch

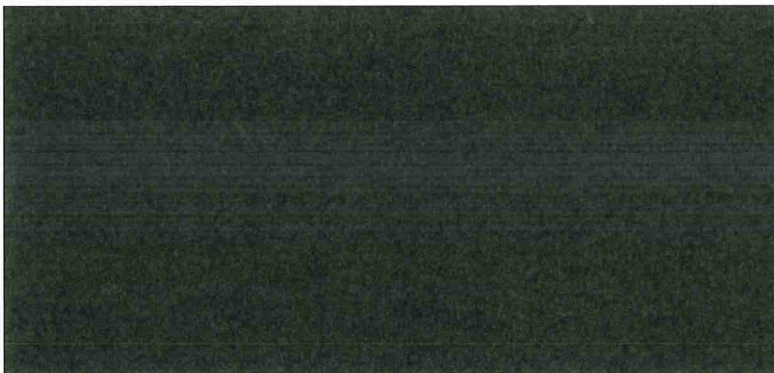
07199 Grande Prairie Westview Branch
9907 106A St
Grande Prairie AB
T8V 8E9

If you have any questions, contact us at
1 800 332-8383 or visit us at
www.atb.com

A summary of your accounts on Jul 31, 2021

Deposits

Value on Jul 31, 2021



Find an error? Give us a call or drop by a branch. We'll take care of it.

A summary of Deposit Account Unlimited Business Banking



Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jun 30				
Jul 1				
Jul 1				
Jul 2				
Jul 2				
Jul 2				
Jul 2				
Jul 2				
Jul 2				
Jul 2				
Jul 5				
Jul 5				
Jul 5				
Jul 5				
Jul 5				
Jul 5				
Jul 5				
Jul 5				
Jul 5				
Jul 5				
Jul 6				
Jul 6				
Jul 8				
Jul 8				
Jul 8				
Jul 8				
Jul 9				
Jul 9				
Jul 12				
Jul 12				

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jul 12				
Jul 14				
Jul 14				
Jul 14				
Jul 14				
Jul 14				
Jul 15				
Jul 15				
Jul 15				
Jul 16				
Jul 16				
Jul 16				
Jul 16				
Jul 16				
Jul 18				
Jul 18				
Jul 19				
Jul 19				
Jul 19				
Jul 19				
Jul 19				
Jul 20				
Jul 20				
Jul 20				
Jul 20				
Jul 20				
Jul 21				
Jul 21				
Jul 22				
Jul 22				



ATB0114001_5876722_003 - 0013377 HRI - 07 - 04 - 03 - 05 - - - 024309

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jul 22				
Jul 22				
Jul 22				
Jul 22				
Jul 22				
Jul 22				
Jul 23				
Jul 23				
Jul 26				
Jul 26				
Jul 26				
Jul 26				
Jul 26				
Jul 26				
Jul 26				
Jul 26				
Jul 26				
Jul 26				
Jul 27				
Jul 27				
Jul 27				
Jul 28				
Jul 28				
Jul 28				
Jul 28				
Jul 28				
Jul 29				
Jul 29				
Jul 29				
Jul 30				
Jul 30				

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jul 31	[REDACTED]			
Jul 31				
Jul 31				
Jul 31				

A summary of Deposit Account T-Bill Savings Account

[REDACTED]	
[REDACTED]	

Details of your account transactions


Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jun 30				
Jul 29	Outgoing Wire	\$510,000.00		
Jul 29				
Jul 31				
Jul 31				

A summary of Deposit Account US Savings Account

[REDACTED]	
[REDACTED]	



Details of your account transactions

Date	Description	Debits to your account (\$) USD	Credits to your account (\$) USD	Balance (\$) USD
Jun 30				
Jul 6				
Jul 16				
Jul 16				
Jul 31				
Jul 31				
Jul 31				

A summary of your Term/GIC Investments


--

Your Term/GIC Investments

Guaranteed Investment Certificates (GICs)


--



ATB0114001_5878722_003 - 0013377 HRI - 07 - 04 - 01 - 03 - - 024313



SAVING | BORROWING | INVESTING | KNOW-HOW

ATB0114001_6473389_003 E D 07199 03079

A-1 QUALITY BELTING LTD.
PO Box 65
Wembley AB T0H 3S0

Your ATB Financial Branch

07199 Grande Prairie Westview Branch
9907 106A St
Grande Prairie AB
T8V 8E9

If you have any questions, contact us at
1 800 332-8383 or visit us at
www.atb.com

A summary of your accounts on Aug 31, 2021

Deposits Value on Aug 31, 2021

USD

CAD



Find an error? Give us a call or drop by a branch. We'll take care of it.

A summary of Deposit Account Unlimited Business Banking




Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jul 31				
Aug 1				
Aug 1				
Aug 2				
Aug 2				
Aug 2				
Aug 2				
Aug 2				
Aug 2				
Aug 2				
Aug 2				
Aug 2				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 3				
Aug 4				
Aug 5				
Aug 5				
Aug 5				
Aug 5				

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Aug 6				
Aug 9				
Aug 9				
Aug 9				
Aug 9				
Aug 9				
Aug 9				
Aug 9				
Aug 10				
Aug 12				
Aug 13				
Aug 13				
Aug 13				
Aug 15				
Aug 16				
Aug 16				
Aug 17				
Aug 17				
Aug 17				
Aug 18				
Aug 18				
Aug 18				
Aug 18				
Aug 18				
Aug 19				
Aug 20				
Aug 20				
Aug 20				
Aug 20				
Aug 20	Deposit Cheque		\$803,497.31	



ATB0114001_6473389_003 - 0013079 HRI - 02 - 04 - 03 - 21 - - 022101

Details of your account transactions (continued)

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Aug 20				
Aug 23				
Aug 23				
Aug 23				
Aug 23				
Aug 23				
Aug 23				
Aug 24				
Aug 25				
Aug 25				
Aug 25				
Aug 25				
Aug 25				
Aug 25				
Aug 25				
Aug 26				
Aug 26				
Aug 26				
Aug 26				
Aug 28				
Aug 30				
Aug 30				
Aug 30				
Aug 30				
Aug 31				
Aug 31				
Aug 31				
Aug 31				
Aug 31				

Details of your account transactions

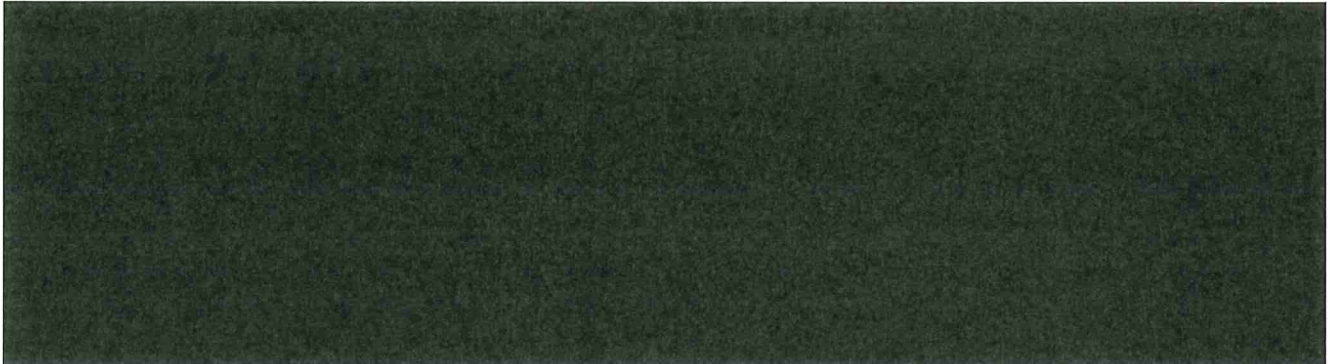
Date	Description	Debits to your account (\$) USD	Credits to your account (\$) USD	Balance (\$) USD
Jul 31				
Aug 6				
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A summary of your Term/GIC Investments

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Your Term/GIC Investments

Guaranteed Investment Certificates (GICs)





SAVING | BORROWING | INVESTING | KNOW-HOW

This is Exhibit "F" referred to in the Affidavit of

LEASE

Sworn before me this 14th day
of April, A.D., 2006

BETWEEN:

BERNARD REED AND JANET FISHER
(hereinafter called the "Landlord")
A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

- and -

Melissa M. Milne
A Commissioner for Oaths
in and for Alberta
My Commission Expires Feb. 5, 2006

PETROWEST CIVIL L.P.
(hereinafter called the "Tenant")

THIS LEASE, dated as of the 31st day of August, 2006 is made and entered into by the Landlord and Tenant who, in consideration of the rents and covenants herein contained, agree as follows:

ARTICLE 1
BASIC TERMS, SCHEDULES AND DEFINITIONS

1.1 Basic Terms

The basic terms of this Lease are:

- (a) Landlord: Bernard Reed and Janet Fisher
Address: Box 69, Wembley, Alberta, T0H 3S0
Telephone: (780) 402-1051
Fax: (780) 766-3344
- (b) Building Address: Range Road 80, Hwy 43
- (c) Tenant: Petrowest Civil L.P.
Address: Suite 204, 10605 Westside Drive, Grande Prairie,
Alberta, T8V 8E6
Attention: Gary Sweetman
Telephone: (780) 830-0881
Fax: (780) 830-0882
- (d) Square Footage of the Building: 9,550
- (e) (i) Term: 5 years
(ii) Commencement Date: September 1, 2006
(iii) Expiry Date: August 31, 2011
- (f) Basic Rent:

Lease Year	Per Sq. Ft. Per Annum	Per Annum	Per Month
1-5	\$8.80	\$84,000.00	\$7,000.00

The foregoing basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms shall be construed to include the provisions set forth above as well as all of the

additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth.

1.2 Definitions

In this Lease:

"Additional Rent" means any and all sums of money or charges required to be paid by the Tenant under this Lease (except Basic Rent and GST) whether or not designated "Additional Rent" and whether or not payable to the Landlord.

"Applicable Laws" means all present and future laws, statutes, codes, bylaws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, approvals, authorizations, directions and requirements of all governmental or other public authorities that now or at any time hereafter may be applicable to this Lease or the Premises or any part thereof.

"Architect" means the architect from time to time designated by the Landlord who is arm's length from the Landlord and who is a member of the professional association of architects of the Province of Alberta.

"Basic Rent" means the annual rent payable by the Tenant pursuant to section 3.2.

"Building" means the building, consisting of a shop and office, municipally known as Range Road 80, Hwy 43 located on the Lands and illustrated in Schedule "B".

"Building Systems" means (i) systems, services, equipment, installations or facilities from time to time installed in or servicing the Building and intended for the use or benefit of the Building including, but not limited to the following systems and installations: mechanical (including plumbing, drainage and sewage), electrical and other utility-bearing, interior climate control (including heating, ventilating and air-conditioning), lighting, sprinkler and other life-safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control) ice and snow melting, refuse removal, glass washing, music; and (ii) any and all machinery, appliances, equipment, apparatus, components and appurtenances forming part of or used for or in connection with or incidental to any of these systems including all boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls and the structures or shafts housing or enclosing any of them, and computer software.

"Business Day" means any day that is not a Saturday, a Sunday or a statutory holiday in the Province of Alberta.

"Business Taxes" has the meaning given in section 4.2.

"Capital Tax" means any tax or taxes paid or payable by the Landlord to any provincial or federal taxing authority based upon or computed by reference to the capital employed by the Landlord or the paid-up capital or place of business of the Landlord whether existing at the date hereof or hereafter imposed by any provincial or other taxing authority and any similar tax in addition, substitution or amendment thereof.

"Commencement Date" means the date set out or determined in section 1.1(e)(ii) and is the first day of the Term.

"Early Termination" has the meaning given in section 10.3(d).

"Encumbrance" any charge registered in the Land Title Office or the Personal Property Registry against the Lands.

"Environmental Law" means any law, by-law, order, ordinance, ruling, regulation, certificate, approval, policy, guideline, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction, as well as any common law obligations or requirements, relating to environmental or health and safety matters and/or regulating the generation, import, storage, distribution, labelling, sale, use, handling, transport or disposal of any Hazardous Substance which may be in force from time to time applicable to this Lease or the Premises or any part thereof given the permitted use of the Lands and the nature of the business conducted thereon as permitted by Applicable Laws.

"Event of Default" has the meaning given in section 11.1.

"Expropriation Date" has the meaning given in section 13.1.

"Extension Option" has the meaning given in Schedule "C".

"Extension Term" has the meaning given in Schedule "C".

"GST " means the tax payable under the *Excise Tax Act* (Canada) in respect of the supply of goods and services or any other sales or value added tax applicable to the payment of Rent.

"Hazardous Substance" means:

- (a) any material or substance declared or deemed to be hazardous, deleterious, caustic, dangerous, a dangerous good, toxic, a contaminant, a waste, a source of a contaminant, a pollutant or toxic under any Environmental Law;
- (b) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (i) endangers the health, safety or welfare of persons or the health of animal life;
 - (ii) interferes with normal enjoyment of life or property; or
 - (iii) causes damage to plant life or to property; and
- (c) any substance which is hazardous to the environment, including persons or property and includes, without limiting the generality of the foregoing, the following:
 - (i) radioactive materials;
 - (ii) explosives;
 - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant.

"Landlord's Cost" means any direct and indirect cost incurred by the Landlord in providing any service or doing any thing under this Lease for the Tenant plus fifteen (5%) percent on account of the Landlord's management and overhead;

"Lands" means the lands described in Schedule "A" as altered, expanded or reduced from time to time.

"Lease" means this lease and the schedules attached to this lease all as amended, restated, modified and supplemented from time to time.

"Leasehold Improvements" means any improvements made to, erected in or installed on the Premises by the Tenant or by the Landlord at the Tenant's request or others on behalf of the Tenant including but not limited to, alterations, partitions, additions, installations, decorations and fixtures (other than trade fixtures) and any related equipment, appurtenances and components including, but not limited to, electrical, lighting, telecommunication and plumbing fixtures and installations and all their ancillary components such as conduits, pipes and wiring.

"Mortgagee" means any third party, arm's length mortgage lender of the Landlord to whom the Landlord has granted a lien, charge or encumbrance against the Premises or any part thereof or this Lease and includes a trustee for bond holders.

"occupiable" has the meaning given in section 8.6(a).

"Permitted Financing" has the meaning given in section 14.3(f).

"Person" means any individual, firm, partnership, limited partnership, joint venture, corporation, business trust, limited liability company, trust unincorporated organization or association, joint stock company, or any group or combination of the foregoing.

"Premises" means the Lands and the Building and other improvements located on the Lands from time to time and the fixtures installed thereon or therein.

"Prime Rate" means the rate of interest charged by The Toronto-Dominion Bank from time to time for commercial loans in Canadian funds to its most credit-worthy commercial customers.

"Purchaser" has the meaning given in section 12.3

"Real Estate Taxes" means the aggregate of all taxes, rates, duties, levies, fees, charges (including local improvement charges) and assessments whatsoever, imposed, assessed, levied, rated or charged against or in respect of the Premises (or any part of the Premises) from time to time by any lawful taxing or assessing authority, whether school, municipal, regional, provincial, federal, or otherwise, and any taxes or other amounts which are imposed in lieu of, or in addition to, any of the foregoing whether or not in existence on the Commencement Date and whether of the foregoing character or not, but excluding taxes on the income or profits of the Landlord except to the extent that they are levied in lieu of the foregoing.

"Rent" means Basic Rent and Additional Rent.

"Structural Elements" means those parts of the building consisting of the footings and foundations, structural columns and beams, structural sub floors, bearing walls, curtainwalls, roof and roof membrane and the component parts of each of the foregoing.

"Term" means the term of this Lease as specified in section 1.1(e), unless terminated sooner.

"Transfer" means all or any of the following, whether by conveyance, written agreement or otherwise: (i) an assignment of this Lease in whole or in part; (ii) a sublease of all or any part of the Premises; (iii) the sharing or transfer or grant of any right of use or occupancy of all or any

part of the Premises; and (iv) any mortgage, charge or encumbrance (collectively, the "**Charge**") of this Lease or the Premises or any part of the Premises or other arrangement under which either this Lease or the Premises becomes security for any indebtedness or other obligation.

"**Transferee**" means the Person to whom a Transfer is or is to be made.

"**unoccupiable**" has the meaning given in section 8.6(a).

1.3 Net Lease

Except as expressly set out herein, (a) it is intended that this Lease is completely carefree net lease for the Landlord; (b) the Landlord is not responsible for any costs, charges, expenses or outlays of any kind arising from or relating to the Premises, or to the use or occupancy of the Premises; and (c) the Tenant will pay all costs, charges, expenses and impositions of every kind arising from or relating to the Premises and to its use, occupancy and contents and as provided in this Lease, all costs, charges, expenses and impositions of every kind arising from or relating to the Premises.

1.4 Schedules

The schedules attached to this Lease are incorporated into and form an integral part of this Lease and are as follows:

Schedule "A" - Description of the Lands

Schedule "B" - Diagram of Premises

Schedule "C" - Additional Provisions

ARTICLE 2 DEMISE, TERM AND PROPERTY

2.1 Lease of Premises and Term

In consideration of the rents reserved and the conditions and agreements contained in this Lease on the part of the Tenant to be paid, observed and performed the Landlord demises and leases to the Tenant the Premises for the Term unless extended or renewed in accordance with Schedule "C" or terminated earlier pursuant to this Lease. The Tenant hereby leases and accepts the Premises from the Landlord subject to the Encumbrances and covenants to pay the Rent and to observe and perform all the covenants and obligations to be observed and performed by the Tenant pursuant to this Lease. The Landlord grants to the Tenant a non-exclusive licence throughout the Term to the benefit or use (as may be appropriate) of those areas which provide access to the Premises in common with all others entitled thereto, subject to the terms and conditions of this Lease.

2.2 Acceptance of Premises

Taking possession of all or any portion of the Premises by the Tenant shall be conclusive evidence as against the Tenant that the Premises or such portion thereof are in satisfactory condition on the date of taking possession.

2.3 Quiet Enjoyment

If the Tenant pays the Rent, fully performs all its obligations under this Lease and there has been no Event of Default, then the Tenant shall be entitled, subject to the provisions of this Lease, to peaceful and quiet enjoyment of the Premises for the Term.

ARTICLE 3 RENT AND OPERATING COSTS

3.1 Covenant to Pay

The Tenant will pay to the Landlord at its address set out in section 1.1(a), or to such other place as designated in writing by the Landlord from time to time, the Rent promptly when due payable in lawful money of Canada without any deduction, abatement, set-off, or compensation.

3.2 Basic Rent

From and after the Commencement Date, the Tenant will pay to the Landlord, without any prior demand therefor, as Basic Rent and throughout the Term the amount per square foot, payable in equal monthly instalments in advance on the first day of each month during the Term all as set out in section 1.1(f).

Basic Rent accrues from day to day. If Basic Rent begins to accrue on any day other than the first day of a calendar month, the Tenant will pay in advance on that day a portion of the Basic Rent prorated on a daily basis from that day to the end of the month based upon a period of 365 days.

The rentable area of the Building shall be deemed to be 9,550 square feet and there shall be no re-measurement of the Building.

3.3 Additional Rent Treated as Rent

The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

3.4 Payment of Costs and Expenses

Except as may otherwise be provided in this Lease, the Tenant will pay all costs, charges, expenses or outlays of any kind directly to the applicable provider on behalf of the Landlord throughout the Term, as Additional Rent, including without limitation the cost of providing window cleaning, waste collection, snow removal, electricity, fuel, heat and water. The Tenant shall provide evidence of such payments within fifteen (15) days after request by the Landlord, unless otherwise agreed.

The Tenant shall not be responsible for any costs or expenses related to the proper functioning of any and all water wells located on the Premises.

3.5 Interest on Amounts in Default

If the Tenant fails to pay when due any amount of Rent, the unpaid amount will bear interest, payable monthly and compounded semi-annually, from the due date to the date of payment at an annual rate of interest that is three (3%) percent above the Prime Rate in effect at the time of the default.

3.6 Rent For Irregular Periods

All payments set out herein including, without limiting the generality of the foregoing, the Additional Rent, shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute payment for such irregular period.

3.7 Payment of GST

The Tenant shall pay to the Landlord all GST applicable from time to time, calculated and payable in accordance with Applicable Laws and the Tenant shall pay such amount at the earlier of: (i) the time provided for by Applicable Laws; and (ii) the time such Rent is required to be paid under this Lease. The amount payable by the Tenant on account of GST shall be deemed not to be Rent for the purpose of such calculation but in the event of a failure by the Tenant to pay any amount, the Landlord shall have the same rights and remedies as it has in the event of a failure by the Tenant to pay Rent.

3.8 Post-Dated Cheques and Automatic Withdrawals

At the Landlord's request, the Tenant shall make all payments under this Lease by way of post-dated cheques, automatic withdrawals or electronic funds transfer from the Tenant's bank account and shall execute and deliver, either concurrently with this Lease or from time to time within three (3) Business Days following a request for it, such documents as may be required by the Landlord and its bank in order to effect such payments.

ARTICLE 4 REAL ESTATE TAXES AND BUSINESS TAXES

4.1 Taxes Payable by the Tenant

The Tenant shall pay the Real Estate Taxes directly to the taxing authority either by a lump sum payment or pursuant to any applicable monthly instalment plan established by such taxing authority. So long as the Tenant pays the Real Estate Taxes and provides evidence of such payment to the Landlord, the Landlord shall not be liable to pay the Real Estate Taxes. The Tenant shall provide evidence of payment of the Real Estate Taxes within five (5) Business Days of the Real Estate Taxes being due, where the Real Estate Taxes are paid annually. If the Tenant pays the Real Estate Taxes by instalments, then the Tenant shall provide evidence of such instalment payments five (5) Business Days after the end of each calendar quarter.

4.2 Business Taxes of the Tenant

The Tenant will pay to the applicable taxing authority unless otherwise directed by the Landlord, when they become due and payable, all taxes, rates, duties, levies, assessments, licence fees and other charges that are levied, rated, charged or assessed by any lawful taxing authority against the Landlord as owner of the Building or against the Tenant, in each case or in respect of (a) all Leasehold Improvements and the Tenant's trade fixtures and chattels; and (b) any business carried on in or the use or occupancy of the Premises by the Tenant, all the foregoing being collectively referred to as "**Business Taxes**". The Tenant shall provide evidence of payment of the Business Taxes within five (5) Business Days of the Business Taxes being due.

The Tenant will promptly deliver to the Landlord notices of Business Taxes or other assessments that relate to the Premises that are received by the Tenant and furnish such other information in connection with Business Taxes payable by the Tenant as the Landlord reasonably requests.

The Landlord will promptly deliver to the Tenant any notices of Business Taxes or other assessments that relate to the Premises that are received by the Landlord and furnish such other information in connection with Business Taxes payable by the Tenant as the Tenant reasonably requests.

4.3 Tax Appeals

Except where the Landlord fails to contest or appeal the Real Estate Taxes thirty (30) days after being directed to do so by the Tenant, the Tenant shall not appeal any assessment or determination of the value of the Premises or any portion of the Premises whether or not the assessment or determination affects the amount of Real Estate Taxes, rates, duties, levies or assessments to be paid by the Tenant. If the Landlord should fail to contest or appeal the Real Estate Taxes within the thirty (30) day period described above, the Tenant shall have the right to appeal such Real Estate Taxes for and on behalf of the Landlord provided that the Tenant has furnished adequate security for the costs of such appeal. The Tenant hereby indemnifies the Landlord in respect of any additional liability or obligation arising from such appeal.

4.4 Capital Tax

The Tenant shall reimburse the Landlord on demand for Capital Tax, if any, payable by the Landlord from time to time in connection with the Landlord's interest in the Premises.

ARTICLE 5 CONTROL OF THE BUILDING

5.1 Access to the Premises by the Landlord

The Landlord may, with a minimum of twenty-four (24) hours notice to the Tenant, or immediately in the event of an emergency, temporarily obstruct or close off all or part of the Premises to the extent required for the purpose of maintenance, repair or replacement. Such action taken by the Landlord shall not be deemed to constitute constructive or actual eviction of the Tenant or breach of the covenant for quiet enjoyment or other covenant, provision, or condition on the part of the Landlord to be observed or performed whether in this Lease or implied by law. The Tenant covenants that it shall not object to, oppose or hinder and shall consent to any application by the Landlord for any amendments in respect of any plan, zoning by-law, any re-zoning, permits or approvals for development or re-development of the Lands or any adjoining lands.

5.2 Signs and Advertising

All of the Tenant's signs affixed to the Building shall be subject to the Landlord's consent, such consent not be unreasonably withheld, and shall comply with the Applicable Laws and municipal requirements governing signs. All such signs shall conform with the architectural style of the Building and shall be installed and maintained at the Tenant's cost. The Tenant shall be liable for all liability associated with or arising with respect to such signs including, without limitation, the cost of removal of such signs and the repainting and refurbishing of the area occupied by such signs so that the Building exterior has a uniform appearance.

5.3 Rules and Regulations

The Tenant will observe and comply with and will cause employees, and all others having business with the Tenant and over whom the Tenant can reasonably be expected to exercise control, to observe and comply with the rules and regulations established by the Landlord from time to time. In the

event of any conflict between any of the rules and regulations and any other provision of this Lease, the provisions of this Lease shall govern.

ARTICLE 6 BUILDING SERVICES AND UTILITIES

6.1 Common Areas and Building Systems

The Tenant, its employees, agents, invitees and others having business with the Tenant and all others using the adjoining areas of the Premises, if any, will do so at their own risk. The Tenant or its agents will operate and maintain the Premises in the same manner as would a prudent tenant of a comparable premises in the area in which the Premises are located.

6.2 Heating and Air-conditioning

- (a) The Tenant shall be responsible for ensuring that the heating or air-conditioning systems servicing the Building are in good working order and in compliance with Applicable Laws.
- (b) If all or any part of the Building heating or air-conditioning systems requires inspection, repair or replacement, the Tenant will carry out work with all reasonable speed, having regard to the season and availability of tradesmen. The Landlord will not be liable for any indirect or consequential damages whatsoever by reason of the operation or non-operation of the heating, ventilating, air-conditioning or other Building Systems

6.3 Utility Services

The Landlord, subject to interruption beyond its control, will provide and allow the Tenant to use all utility services (including electricity and water) from time to time serving the Building. All expenses relating to such use will be paid directly to the utility providers by the Tenant. In doing so, the Tenant shall provide the Landlord with evidence of payment of such utilities if the Landlord so requests. The Tenant shall also be responsible for cleaning the Building and the Lands so that the Premises are clean and tidy in accordance with Applicable Laws and the intended use of the Premises.

If at any time after reasonable notice from the Landlord to do so, the Tenant should fail to pay the utilities, the Landlord may pay such utilities at the cost of the Tenant and any such payment by the Landlord shall be Additional Rent.

Similarly, if at any time after reasonable notice from the Landlord to do so, the Tenant should fail to clean the Building or the Lands as required under this section 6.3, the Landlord may do so at the cost of the Tenant and any such payment by the Landlord shall be Additional Rent.

ARTICLE 7 USE OF THE PREMISES

7.1 Use and Occupancy

The Tenant will not use or occupy the Premises or permit it to be used or occupied for any purpose other than for the conduct of the Tenant's business in accordance with the terms and conditions of this Lease. The Tenant's business, at the date of this Lease, is comprised of oilfield services. Any substantial change in use shall require the Landlord's prior written consent, which consent may be unreasonably withheld. The Tenant will begin to conduct its business operations in the Premises, on the

Commencement Date and will thereafter do so continuously throughout the Term in the whole of the Premises, in a reputable first class manner, subject to the provisions of this Lease.

Subject to section 15.1 and except in compliance with Environmental Law in relation to those Hazardous Substances located on the Lands as of the date of this Lease, the Tenant shall not use or permit to be used any part of the Premises for any trade or business which is, in the sole and unfettered discretion of the Landlord, dangerous, noxious or offensive, or which includes the manufacture, transportation, storage, use or disposal of any Hazardous Substance. The Tenant shall not cause, permit or maintain in or about the Premises any act which may reasonably be deemed to be a nuisance, continuing annoyance, hazard, grievance, damage or disturbance to the Landlord, other Tenants, the occupiers or owners of the Lands or adjacent lands, or the public at large. The Tenant shall not do or fail to do anything that may contravene any of the Tenant's or Landlord's insurance policies, or that would subject any insurance policy to diminished coverage, cancellation, renewal refusal, or increase the cost of insurance to the Landlord.

7.2 Compliance with Applicable Laws

In performing its obligations under this Lease the Tenant shall observe and comply with the requirements of all government authorities, officials and agencies and the Applicable Laws during the Term, pertaining to or affecting the use and occupation of the Premises.

ARTICLE 8 REPAIRS, ALTERATIONS, LEASEHOLD IMPROVEMENTS, SUBSTANTIAL DAMAGE OR DESTRUCTION

8.1 Landlord's Approval of Leasehold Improvements and Tenant's Repairs

- (a) The Tenant will not install, replace, repair or modify any Leasehold Improvements without first obtaining the Landlord's written consent, which will not be unreasonably withheld or unduly delayed. When requesting the Landlord's consent, the Tenant will submit to the Landlord such details of the proposed work as the Landlord may reasonably require, including professionally prepared drawings and specifications, proposed contracts and designs together with information on the contractors to be used to perform the work.
- (b) The Tenant shall provide, prior to the commencement of Leasehold Improvements, evidence of required workers compensation coverage and proof of owner and contractors protective liability insurance coverage, with the Landlord, any property manager and any Mortgagee as required by the Landlord, to be named as additional insureds, in amounts, with insurers, and in a form reasonably satisfactory to the Landlord, which shall remain in effect during the entire period in which the Leasehold Improvements will be carried out. In addition, if reasonably requested by the Landlord, the Tenant shall provide proof of performance and payment bonds being in place.
- (c) The Tenant will deliver a list identifying every contractor and subcontractor, accompanied by an up-to-date valid clearance certificate for each of them issued by the appropriate workers compensation, safety and insurance authority and the Landlord shall have approved, prior to commencement of the Leasehold Improvements, such contractors and subcontractors and their respective labour affiliations. The Tenant will not use any contractor or permit the use of any sub-contractor that is not identified on the list.

- (d) If any proposed Leasehold Improvements could affect the Structural Elements or the Building Systems, the Landlord may require that any such Leasehold Improvements be performed by either the Landlord or its contractors in which case the Tenant shall pay the Landlord's Cost.
- (e) The Tenant shall have provided to the Landlord a copy of the contract for the construction of the Leasehold Improvements and evidence satisfactory to the Landlord as to the existence of all necessary permits and the Landlord may inspect construction as it proceeds.
- (f) The Tenant shall perform the Leasehold Improvements or cause the Leasehold Improvements to be performed: (i) in accordance with any construction methods and procedures manual for the Building; (ii) in accordance with the plans and specifications submitted to and approved by the Landlord; (iii) in accordance with any conditions, regulations, procedures or rules imposed by the Landlord; (iv) in compliance with all Applicable Laws; (v) in a good and workmanlike and expeditious manner using new materials; (vi) in compliance with the requirements of the Landlord's insurer; and (vii) so as to equal or exceed the then current standard for the Building as determined by the Landlord.
- (g) Upon completion of the Leasehold Improvements, the Tenant shall provide the Landlord with a complete set of "as built" drawings for the Leasehold Improvements.
- (h) If the Tenant fails to complete the Leasehold Improvements on a timely basis or in accordance with the standard required under this section, in the reasonable opinion of the Landlord, the Landlord may at its option complete the Leasehold Improvements at the expense of the Tenant at the Landlord's Cost.
- (i) The Tenant shall be liable for any increase in property taxes or fire or casualty insurance premiums for the Building attributable to such Leasehold Improvements.
- (j) If the Tenant fails to observe any of the requirements of this Article 8, the Landlord may require that construction stop and, at the Landlord's option, that the Premises be restored to their prior condition failing which the Landlord may do so and the Tenant shall pay the Landlord's Cost. The Landlord will not be liable for loss or damage to the Leasehold Improvements or to any of the Tenant's property or to the Tenant's business by reason of the Landlord's actions and the Tenant will pay to the Landlord, within thirty (30) days after receipt of an invoice from the Landlord setting out reasonable particulars of the charges, as Additional Rent, the Landlord's Cost of removing the work and restoring the Premises (including, but not limited to, the fees of any architectural and engineering consultants). The Landlord's performance or removal of any work pursuant to this subsection is not a re-entry or a breach of the Landlord's covenant for quiet enjoyment contained in this Lease or implied by law.
- (k) Except for trade fixtures, all Leasehold Improvements in or upon the Premises shall become the property of the Landlord without compensation to the Tenant at the end of the Term.

8.2 Tenant to Discharge All Liens

- (a) The Tenant will at all times during the period that the Tenant has possession of the Premises under this Lease prior to the Commencement Date and throughout the Term

promptly pay all its contractors, suppliers and workmen and all charges incurred by or on behalf of the Tenant, its subtenants or any other persons occupying the Premises for any work, material or services that may be done, supplied, or performed at any time in respect of the Premises. The Tenant will do everything necessary to ensure that no builders' lien pertaining to such charges is registered against the Premises. If any such builders' lien arises or is preserved or perfected, the Tenant will discharge it or cause it to be discharged immediately at the Tenant's expense.

- (b) If the Tenant fails to discharge or cause to be discharged any such builders' lien immediately, then in addition to the Landlord's other remedies, the Landlord may, but need not, discharge such lien by paying the amount claimed to be due under such lien into court and the amount so paid by the Landlord and the Landlord's Cost as result of the registration or obtaining a discharge of any such builders' lien will be due and payable, as Additional Rent, within fifteen (15) days after receipt of an invoice by the Tenant from the Landlord.

8.3 Tenant to Notify Landlord of Damage

The Tenant will promptly notify the Landlord of damage to, or deficiencies or defects in, any part of the Premises or any Building System serving, or located in the Premises regardless of whether it is the Landlord or the Tenant that is obligated to repair the damage, deficiency or defect.

8.4 Repair by the Landlord

- (a) Subject to section 8.6 and except for reasonable wear and tear, the Landlord will at the Tenant's cost at all times throughout the Term maintain, repair and replace in a good and substantial state of repair the Structural Elements and the parking areas and roadways including periodic resurfacing, repairs, maintenance and replacement to all sewer and utilities located on the Premises that are not the responsibility of the utility service providers or the municipality where the Premises is located.
- (b) Notwithstanding any other provision contained in this Lease, if the Premises or any part thereof which is to be repaired, restored or replaced by the Tenant requires repair, restoration or replacement or if any of the Premises becomes impaired, damaged or destroyed through the negligence, carelessness, misuse or deliberate act of the Tenant, its employees, agents, independent contractors, invitees or others for whom the Tenant is legally responsible, the Landlord, at its option, may make such repairs, restoration or replacement and the Tenant will be liable for the Landlord's Cost.
- (c) The Landlord may direct the Tenant to perform the foregoing repairs on behalf of the Landlord. If the Landlord so directs, then the Tenant shall perform or cause such repairs to be performed in accordance with the requirements of this Lease.

8.5 Repair by the Tenant

- (a) Except for the portion of the Premises which the Landlord is responsible to repair under this Lease, the Tenant will at all times throughout the Term, at its sole expense but subject to the requirements of this Lease and except for reasonable wear and tear, maintain the Premises in a good and substantial state of repair which includes, but is not limited to, periodic repainting and redecorating of the interior of the Premises, cleaning of carpets and other floor coverings and curtains, drapes and other window coverings at reasonable intervals.

- (b) The Tenant will permit the Landlord and its authorized agents to enter the Premises from time to time to examine the condition of the Premises and to view the state of repair upon receipt of at least twenty-four (24) hours written notice. If the Landlord finds that the state of repair of the Premises is not in accordance with the Tenant's obligations under this Lease, the Tenant will make all needed repairs and replacements and attend to necessary repainting and redecorating with due diligence and dispatch.
- (c) If the Tenant fails to carry out any repairs properly as required by this section, the Landlord may, but need not, make the repairs without liability for loss or damage to the Leasehold Improvements or to any of the Tenant's property or business. The Tenant will pay the Landlord's Cost as Additional Rent within fifteen (15) days after receipt of an invoice from the Landlord. The making of any repairs by the Landlord pursuant to this subsection is not a re-entry or a breach of the Landlord's covenant for quiet enjoyment contained in this Lease or implied by law.

8.6 Substantial Damage or Destruction

- (a) In this section, "**unoccupiable**" means unfit for occupancy by the Tenant for the purposes of carrying on its business and "**occupiable**" means fit for occupancy by the Tenant for the purposes of carrying on its business, in each case as determined by the Architect whose decision shall be binding on the Landlord and the Tenant.
- (b) If damage or destruction by any cause renders all or part of the Building unoccupiable, the Landlord, subject to subsection (d), will repair and restore the Building (other than the Leasehold Improvements) with all reasonable diligence. The Landlord will notify the Tenant upon substantial completion of its work and, subject to section 8.1, the Tenant will then immediately begin and expeditiously complete reconstruction and repair of the Leasehold Improvements and redecoration of the Premises, as required. Despite the foregoing, the Landlord's obligation to repair or restore is limited to the amount of the insurance proceeds made available to it for such purposes.
- (c) If, in the Architect's opinion, all or part of the Premises is unoccupiable, then the Rent will abate from the date of the damage or destruction until the Premises is again occupiable in the proportion to that the part of the Premises that is unoccupiable. The amount of the abatement will diminish proportionately as repairs are made and more of the Premises are returned to an occupiable state. Despite the foregoing,
 - (i) if the necessary repairs have been made within fifteen (15) days after the date of the damage or destruction, there will be no abatement of Rent; and
 - (ii) to the extent that any part of the Premises remains unoccupiable because the Tenant's repairs have not been completed, no abatement of Rent to which the Tenant would otherwise be entitled will extend beyond the date by which, in the opinion of the Landlord, the Tenant's repairs would have been completed had the Tenant exercised reasonable diligence.
- (d) If, in the Architect's opinion, damage or destruction by any cause has rendered more than fifty (50%) percent of the usable area of the Building unoccupiable and it will take more than one hundred eighty (180) days to return substantially all the Premises to an occupiable state, then the Landlord or the Tenant may terminate this Lease by giving the other party written notice no later than forty-five (45) days after the date of the damage or

destruction. If either party has not chosen to terminate this Lease within the forty-five (45) day period, the provisions of subsection (b) will apply.

- (e) If the Landlord exercises its right to terminate this Lease pursuant to subsection (d), the Term will expire on the date which is thirty (30) days after delivery of the notice terminating this Lease. Upon expiry of the Term, the Tenant will surrender the Premises and all its interest therein to the Landlord and the Rent that should appropriately be apportioned will be apportioned to the date of termination. The Tenant will remain liable to the Landlord for all sums accrued due under this Lease to the expiry of the Term, and the Landlord may re-enter and repossess the Premises discharged of this Lease.
- (f) In none of the above-mentioned cases will the Tenant have any claim against the Landlord for any damages sustained by the Tenant nor will the Landlord be obligated to rebuild the Building or any part of it in accordance with the original drawings and specifications. No damages, compensation or claim whatsoever will be payable by the Landlord for inconvenience, loss of business or annoyance or other loss or damage whatsoever arising from the occurrence of and such damage to or destruction of the Premises or of the Building and/or its repair or restoration.

ARTICLE 9 INSURANCE, INDEMNITY AND RELEASE

9.1 Tenant's Insurance

- (a) The Tenant shall maintain the following insurance throughout the Term at its sole cost:
 - (i) "All Risks" (including flood and earthquake) property insurance with deductibles not exceeding three (3%) percent of the amount insured, naming the Tenant as an insured and naming the Landlord, the owners of the Premises and the Mortgagee as additional insureds and (except with respect to the Tenant's chattels) incorporating the Mortgagee's standard mortgage clause. Such insurance shall insure:
 - (A) property of every kind owned by the Tenant or for which the Tenant is legally liable located on or in the Premises including, without limitation, Leasehold Improvements, in an amount not less than the full replacement cost thereof, subject to a stated amount co-insurance clause; and
 - (B) extra expense insurance in such amount as will reimburse the Tenant for loss attributable to all perils referred to in this section 9.1(a) or resulting from prevention of access to the Premises;
 - (ii) comprehensive general liability insurance which includes the following coverage: owners protective; personal injury; property damage; and employer's and blanket contractual liability. Such policies shall contain inclusive limits of not less than five million (\$5,000,000) dollars per occurrence, provide for cross liability, and name the Landlord, the Mortgagee and those for whom the Landlord is legally responsible as an additional insured;
 - (iii) the Tenant's legal liability insurance for the actual cash value of the Premises, including loss of use thereof;

- (iv) business interruption insurance in an amount that will reimburse the Tenant for direct or indirect loss of earnings attributable to all perils insured against under this section 9.1 and other perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of those perils;
 - (v) automobile liability insurance on a non-owned form, including contractual liability, and on an owner's form covering all licensed vehicles operated by or on behalf of the Tenant, which insurance shall have inclusive limits of not less than one million (\$1,000,000) dollars; and
 - (vi) any other form of insurance which the Tenant or the Landlord, acting reasonably, or the Mortgagee requires from time to time in form, in amounts and for risks against which a prudent tenant would insure.
- (b) All policies referred to in section 9.1(a) shall:
- (i) be taken out with insurers reasonably acceptable to the Landlord;
 - (ii) be in a form reasonably satisfactory to the Landlord;
 - (iii) be non-contributing with, and shall apply only as primary and not as excess to, any other insurance available to the Landlord;
 - (iv) not be invalidated as respects the interests of the Landlord or Mortgagee by reason of any breach of or violation of any warranty, representation, declaration or condition;
 - (v) contain an undertaking by the insurers to notify the Landlord by registered mail not less than thirty (30) days prior to any material change, cancellation or termination; and
 - (vi) contain a waiver of subrogation by the Tenant's insurers in favour of the Landlord, and any Person for whom it is legally responsible (including, without limitation, its property manager, asset manager, agents and employees).
- (c) Certificates of insurance satisfactory to the Landlord shall be delivered to the Landlord forthwith upon request. The parties acknowledge and agree, and the Tenant's insurers shall be deemed to have acknowledged by virtue of the Tenant's acknowledgement and agreement, that the Landlord shall be deemed to be acting as agent on behalf of and for the benefit of any and all parties for whom the Landlord is legally responsible and that each and every covenant, agreement, acknowledgement, waiver or release contained herein shall be for the benefit of and shall be available to any and all parties for whom the Landlord is now or may hereafter be legally responsible. If the Tenant fails to take out or to keep in force any insurance referred to in this section 9.1 or should any such insurance not be approved by either the Landlord or the Mortgagee and should the Tenant not commence to diligently rectify (and thereafter proceed to diligently rectify) the situation within forty-eight (48) hours after written notice by the Landlord to the Tenant (stating, if the Landlord or the Mortgagee, from time to time, does not approve of such insurance, the reasons therefor) the Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Tenant as the Tenant's agent and all outlays by the Landlord shall be paid by the Tenant to the Landlord without prejudice to any other rights or remedies of the Landlord under this Lease.

9.2 Increase in Insurance Premiums

The Tenant shall not keep or use in the Premises any article which may be prohibited by any fire insurance policy in force from time to time covering the Premises. If:

- (a) the conduct of business in, or use or manner of use of the Premises; or
- (b) any acts or omissions of the Tenant in the Premises or any part thereof,

cause or result in any increase in premiums for any insurance carried by the Landlord with respect to the Premises, the Tenant shall pay any such increase in premiums.

In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, a schedule issued by the organization computing the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the items and charges which make up such rate.

9.3 Cancellation of Insurance

If any insurance policy upon the Premises or any part thereof shall be cancelled or shall be threatened by the insurer to be cancelled or the coverage thereunder reduced in any way by the insurer by reason of the use and occupation of the Premises or any part thereof by the Tenant or by any assignee or subtenant of the Tenant, or by anyone permitted by the Tenant to be upon the Premises, and, if the Tenant fails to remedy the condition giving rise to cancellation, threatened cancellation, or reduction of coverage within forty-eight (48) hours after notice thereof by the Landlord, the Landlord may, at its option, either:

- (a) re-enter and take possession of the Premises forthwith by leaving upon the Premises a notice in writing of its intention so to do and thereupon the Landlord shall have the same rights and remedies as are contained in Article 11; or
- (b) enter upon the Premises and remedy the condition giving rise to such cancellation, threatened cancellation or reduction, including removal of any offending article, and the Tenant shall forthwith pay the cost thereof to the Landlord, which cost may be collected by the Landlord as Additional Rent and the Landlord shall not be liable for any damage or injury caused to any property of the Tenant or of others located on the Premises as a result of any such entry. The Tenant agrees that any such entry by the Landlord is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease.

9.4 Release of Landlord

The Tenant hereby releases the Landlord from any and all claims, actions, causes of action, damages, demands for damages and other liabilities, howsoever arising, that may be made by the Tenant against the Landlord under the provisions of this Lease to the extent of all insurance proceeds paid under the policies of insurance maintained by the Tenant or which would have been paid if the Tenant had maintained the insurance required under this Lease and had diligently processed any claims thereunder. In addition and without limitation, the Tenant agrees that the Landlord, regardless of negligence or alleged negligence on the part of the Landlord or any breach of the Lease by the Landlord and, notwithstanding anything else herein contained, shall not be liable for and hereby releases the Landlord from:

- (a) any and all claims, actions, causes of action, damages, demands for damages and other liabilities:

- (i) for or related to any bodily injury, personal injury, illness or discomfort to or death of the Tenant or any of its agents, officers, contractors, employees, invitees, licensees and any other Person for whom the Tenant is legally responsible in or about the Premises; and
- (ii) for or related to any loss or damage to property owned by the Tenant or by others and for which property the Tenant is responsible in or about the Premises, and, without limiting the foregoing, the Landlord shall not be liable for any damage caused by steam, water, rain or snow which may leak into, issue or flow from part of the Building or from the pipes or plumbing works thereof, or from any other place or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring;
- (b) any loss or damage caused as a result of any damage, destruction, construction, alteration, expansion, expropriation, reduction, repair or reconstruction from time to time of the Building, any parts or components of the Building or of improvements on adjoining properties or by anything done or omitted to be done by any other tenant or occupant;
- (c) any act or omission (including theft, malfeasance or negligence) on the part of any agent, contractor or Person from time to time employed by Landlord to perform janitorial services, security services, supervision or any other work in or about the Premises;
- (d) any loss or damage, however caused, to books of account, records, files, money, securities, negotiable instruments, papers, computer disks, tapes, software, data and other electronic files and their storage media of any kind or to other valuables of the Tenant including art, artworks, statuary, antiques, gems and precious metals of the Tenant and of others;
- (e) any loss or damage arising from obstruction of deliveries to or from the Premises or interruption, cessation, faulty operation, breakdown or failure of any Building Systems, including but not limited to, the supply of any utilities, telecommunication services (whether controlled or owned by the Landlord or not) or other services in, to or serving the Premises, whether they are supplied by the Landlord or by others; and
- (f) any indirect or consequential damages including, but not limited to, loss of profit.

9.5 Landlord's Insurance

The Landlord shall throughout the Term carry:

- (a) insurance on the Building (excluding the foundations and excavations) and the machinery, boilers and equipment in or servicing the Building and owned by the Landlord or the owners of the Building (excluding any property which the Tenant and other tenants are obliged to insure under section 9.1 or similar sections of their respective leases) against damage by fire and extended perils coverage;
- (b) public liability and property damage insurance with respect to the Landlord's operations in the Premises; and
- (c) such other form or forms of insurance as the Landlord or the Mortgagee reasonably considers advisable.

Such insurance shall be in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a reasonably similar development, having regard to size, age and location.

Notwithstanding the Landlord's covenant in this section 9.5, and, notwithstanding any contribution by the Tenant to the cost of the Landlord's insurance premiums, the Tenant acknowledges and agrees that:

- (a) the Tenant is not relieved of any liability arising from or contributed to by its negligence or its wilful act or omissions;
- (b) no insurable interest is conferred upon the Tenant under any insurance policies carried by the Landlord; and
- (c) the Tenant has no right to receive any proceeds of any insurance policies carried by the Landlord.

9.6 Indemnification of the Landlord

The Tenant shall indemnify the Landlord and save it harmless from all loss (including loss of Rent) claims, actions, damages, liability, costs (including legal fees and disbursements on a solicitor and own client basis) and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising out of:

- (a) any failure by the Tenant to perform its obligations under the Lease;
- (b) subject to section 9.5:
 - (i) any occurrence in, upon or at the Premises;
 - (ii) the occupancy or use by the Tenant of the Premises or any part thereof; or
 - (iii) occasioned wholly or in part by any act or omission of the Tenant or by anyone permitted to be on the Premises by the Tenant.

If the Landlord shall, without fault on its part, be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord harmless in connection with such litigation. Where the Tenant, in the Landlord's opinion, acting reasonably, fails to adequately deal with any such litigation, the Landlord may, at its option, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing or any other matter for which the Tenant is required to indemnify the Landlord under this Lease. Alternatively, the Landlord may require the Tenant to assume carriage of and responsibility for all or any part of such litigation or discussions. The provisions of this section are subject to any waiver of subrogation granted by the Tenant's insurers in favour of the Landlord and those Persons for whom the Landlord is legally responsible.

ARTICLE 10 TRANSFERS BY TENANT

10.1 Transfers

The Tenant shall not enter into, consent to, or permit any Transfer without the prior written consent of the Landlord, which consent shall not be unreasonably withheld but shall be subject to the Landlord's rights under section 10.2. The Tenant shall pay to the Landlord its then current reasonable

charge and all costs incurred (including legal fees and disbursements on a solicitor and own client basis) in respect of the proposed Transfer. Notwithstanding any statutory provision to the contrary, it shall not be considered unreasonable for the Landlord to withhold its consent if, without limiting any other factors or circumstances which the Landlord may reasonably take into account:

- (a) an Event of Default on the part of the Tenant hereunder has occurred and is continuing;
- (b) in the Landlord's reasonable opinion:
 - (i) either the financial background or the business history and capability of the proposed Transferee is not satisfactory;
 - (ii) the nature or character of the proposed business of the proposed Transferee is such that it might harm the Landlord's business or reputation or reflect unfavourably on the Premises, the Landlord, or the image of either of them, or is unethical, immoral or illegal;
 - (iii) the use of the Premises by the proposed Transferee could result in excessive demands being placed on the Building Systems; or
 - (iv) if the Transfer affects less than all of the Premises, the portion affected or the portion remaining are not acceptable in respect of size, access or configuration;
- (c) the proposed Transferee or any principal of the proposed Transferee or any principal shareholder of the proposed Transferee has a history of defaults under other commercial leases or does not have a satisfactory history of compliance with laws.

Any consent by the Landlord to a Transfer shall not constitute a waiver of the necessity for the Landlord's consent to any subsequent Transfer.

10.2 Tenant's Notice, Landlord's Right to Terminate or Sublet

If the Tenant intends to effect a Transfer, the Tenant shall give prior notice to the Landlord of such intent specifying the identity of the Transferee, the type of Transfer contemplated, the part of the Premises affected and the financial and other terms of the Transfer, and shall provide such financial, business or other information relating to the proposed Transferee and its principals as the Landlord or any Mortgagee reasonably requires, together with copies of all documents which record the particulars of the proposed Transfer. The Landlord shall, within fifteen (15) days after having received such notice and all requested information, notify the Tenant either that:

- (a) it consents or does not consent to the Transfer in accordance with the provisions of this Lease; or
- (b) it shall sublease from the Tenant the rentable area of the Premises to be sublet or assigned under the agreement evidencing the Transfer on the same terms and conditions as set out in such agreement (except in respect of rent which shall be the lesser of the Rent paid therefor by the Tenant under this Lease or the rent specified in such agreement) by giving written notice to the Tenant within fourteen (14) days of receipt of a true copy of the such agreement; or
- (c) it elects to terminate this Lease as to the part of the Premises affected by the proposed Transfer, or as to the whole Lease and Premises if the proposed Transfer affects all of the Premises.

If the Landlord elects to terminate this Lease it shall stipulate in its notice the termination date of this Lease, which date shall be the date of possession contemplated under the proposed Transfer (provided that if such date is less than thirty (30) days following the giving of notice of such election, the Landlord may elect to have the termination date thirty (30) days following the giving of notice). If the Landlord elects to terminate this Lease, the Tenant may notify the Landlord within ten (10) days following receipt of such notice of the Tenant's intention to refrain from such Transfer and, if the Tenant provides such notice within such time period, then the Landlord's election to terminate this Lease shall become void. If the Tenant fails to deliver such notice within such time period, then this Lease shall, as to the whole or affected part of the Premises, as the case may be, be terminated on the date of termination stipulated by the Landlord in its notice of election to terminate. If the Tenant is required to deliver possession of a part only of the Premises, the Tenant shall pay all costs incurred in connection with rendering that part functionally separate and suitable for separate use and occupancy, including partitioning and providing entrances and services.

10.3 Conditions of Transfer

The following terms and conditions apply in respect of a Transfer:

- (a) the Tenant and the Transferee shall execute, prior to the Transfer being made, an agreement with the Landlord in the Landlord's form including the Transferee's covenant to be bound by all of the terms of this Lease and to amend the Lease to incorporate such terms, covenants and conditions as are necessary so that the Lease will be in accordance with the Landlord's standard form of lease in use for the Premises at the time of the Transfer;
- (b) notwithstanding any Transfer, the Tenant shall remain liable under this Lease and shall not be released from performing any of the terms of this Lease. The Tenant's liability shall continue notwithstanding any amendment of this Lease throughout the Term and any exercise of any renewal or extension of the Term provided for herein, regardless of whether or when an amendment of this Lease is made (however the original Tenant's liability will not be increased by any amendment that it is not a party to) and notwithstanding that the Landlord may collect rent from the Transferee;
- (c) if the basic and additional rent (net of reasonable out of pocket costs for commissions, for cash allowances and for Leasehold Improvements required by and made for the Transferee by the Tenant, amortized on a straight line basis over the term of the Transfer) to be paid by the Transferee under such Transfer exceeds the Basic Rent and Additional Rent payable by the Tenant hereunder, the amount of such excess shall be paid by the Tenant to the Landlord. If the Tenant receives from any Transferee, either directly or indirectly, any consideration other than basic rent or additional rent for such Transfer, either in the form of cash, goods or services, the Tenant shall immediately pay to the Landlord an amount equivalent to such consideration;
- (d) if the Transfer is a sublease, the Transferee will agree to waive any statutory or other right to apply to a court or to otherwise elect to: (i) retain the unexpired term of the Lease or the unexpired term of the sublease; (ii) obtain any right to enter into any lease or other agreement directly with the Landlord; or (iii) otherwise remain in possession of any portion of the Premises, in any case where the Lease is terminated, surrendered or otherwise cancelled, including, without limitation, any disclaimer, repudiation, surrender or other termination (each of these transactions being referred to as an "**Early Termination**") by any trustee in bankruptcy of the Tenant or a Transferee, by any court

appointed officer, or by the Tenant or a Transferee in connection with any insolvency proceedings;

- (e) if there is an Early Termination, the Tenant and any Transferee (except the bankrupt or insolvent Tenant or Transferee) to whom the Landlord gives notice within sixty (60) days after the Early Termination, shall be considered to have entered into a lease with the Landlord on the same terms and conditions as are contained in this Lease except that the term of the lease shall commence on the date of the Early Termination and shall expire on the date this Lease would have expired but for the Early Termination; and
- (f) notwithstanding the effective date of any permitted Transfer as between the Tenant and the Transferee, all Rent for the month in which such effective date occurs shall be paid in advance by the Tenant so that the Landlord will not be required to accept partial payments of Rent for such month from either the Tenant or the Transferee.

10.4 Corporate Records

Upon the Landlord's request, the Tenant shall: (a) deliver a statutory declaration by one of its senior officers setting forth the details of its corporate and capital structure; and (b) make available to the Landlord or its representatives all of its corporate or partnership records, as the case may be, for inspection at all reasonable times, in order to ascertain whether any change of control has occurred.

10.5 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises are available for a Transfer and shall not permit any broker or other Person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

ARTICLE 11 DEFAULT

11.1 Event of Default

An event of default ("**Event of Default**") shall occur whenever:

- (a) any Rent is in arrears and is not paid within five (5) days after notice from the Landlord;
- (b) the Tenant has breached any of its obligations in this Lease (other than the payment of Rent) and such breach is capable of being remedied and is not otherwise listed in this section and the Tenant after written notice from the Landlord:
 - (i) fails to remedy such breach within ten (10) days (or such shorter period as may be provided in this Lease); or
 - (ii) if such breach cannot be reasonably remedied within ten (10) days or such shorter period, the Tenant fails to commence to remedy such breach within such ten (10) days or shorter period or thereafter fails to proceed diligently to remedy such breach;
- (c) the Tenant becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors,

or any steps are taken or proceedings commenced by any Person for the dissolution, winding-up or other termination of the Tenant's existence or the liquidation of its assets;

- (d) a trustee, receiver, receiver and manager or like Person is appointed with respect to the business or assets of the Tenant;
- (e) the Tenant makes a sale in bulk of all or a substantial portion of its assets other than in conjunction with a Transfer approved by the Landlord;
- (f) this Lease or any of the Tenant's assets are taken under a writ of execution;
- (g) the Tenant purports to make a Transfer other than in compliance with the provisions of this Lease;
- (h) the Tenant abandons or attempts to abandon the Premises or disposes of its goods so that there would not after such disposal be sufficient goods of the Tenant on the Premises subject to distress to satisfy Rent for at least three (3) months, or the Premises become vacant and unoccupied for a period of ten (10) consecutive days or more without the consent of the Landlord;
- (i) any insurance policies covering any part of the Premises or any occupant thereof are actually or threatened to be cancelled or adversely changed as a result of any use or occupancy of the Premises; or
- (j) if an Event of Default, as defined in this paragraph, occurs with respect to any lease or agreement between the Tenant and the Landlord or the Landlord's agents.

11.2 Default and Remedies

If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Lease or at law, the Landlord shall have the following rights and remedies, which are cumulative and not alternative:

- (a) to terminate this Lease by notice to the Tenant;
- (b) to enter the Premises as agent of the Tenant and to relet the Premises for whatever term, and on such terms as the Landlord in its discretion may determine and to receive the rent therefor and, as agent of the Tenant, to:
 - (i) take possession of any property of the Tenant on the Premises or to store such property at the expense and risk of the Tenant or to sell or otherwise dispose of such property in such manner as the Landlord may see fit without notice to the Tenant;
 - (ii) make alterations to the Premises to facilitate their reletting; and
 - (iii) apply the proceeds of any such sale or reletting, first, to the payment of any expenses incurred by the Landlord with respect to any such reletting or sale, second, to the payment of any indebtedness of the Tenant to the Landlord other than Rent, and third, to the payment of Rent in arrears; with the residue to be held by the Landlord and applied in payment of future Rent as it becomes due and payable and the Tenant shall remain liable for any deficiency to the Landlord;

- (c) to remedy or attempt to remedy any default of the Tenant under this Lease for the account of the Tenant and to enter upon the Premises for such purposes. No notice of the Landlord's intention to perform such covenants need be given the Tenant unless expressly required by this Lease. The Landlord shall not be liable to the Tenant for any loss, injury or damage caused by acts of the Landlord in remedying or attempting to remedy such default and the Tenant shall pay to the Landlord all expenses incurred by the Landlord in connection with remedying or attempting to remedy such default;
- (d) to recover from the Tenant all damages and expenses incurred by the Landlord as a result of any breach by the Tenant including, if the Landlord terminates this Lease, any deficiency between those amounts which would have been payable by the Tenant for the portion of the Term following such termination and the net amounts actually received by the Landlord during such period of time with respect to the Premises;
- (e) to recover from the Tenant the full amount of the current month's Rent together with the next three (3) months' instalments of Rent, all of which shall accrue on a day-to-day basis and shall immediately become due and payable as accelerated rent; and
- (f) if the Lease has been terminated in accordance with section 11.2(a), to recover from the Tenant the unamortized portion of any leasehold improvement allowance or inducement paid by the Landlord under the terms of this Lease, calculated from the date which is the later of the date of payment by the Landlord or the Commencement Date, on the basis of an assumed rate of depreciation on a straight line basis to zero over the initial Term of this Lease.

11.3 Distress

Notwithstanding any provision of this Lease or any provision of applicable legislation, none of the goods and chattels of the Tenant on the Premises, at any time during the Term, shall be exempt from levy by distress for Rent in arrears and the Tenant waives any such exemption. If the Landlord makes any claim against the goods and chattels of the Tenant by way of distress, this provision may be pleaded as an estoppel against the Tenant in any action brought to test the right of the Landlord to levy such distress.

11.4 Costs

The Tenant shall pay to the Landlord upon demand: (a) interest at the rate of five (5%) percent in excess of the Prime Rate on all Rent required to be paid hereunder from the due date for payment until fully paid and satisfied; and (b) the Landlord's then current reasonable administration charge for each notice of default given by the Landlord to the Tenant under this Lease. The Tenant shall pay to the Landlord all damages and costs (including, without limitation, all legal fees on a solicitor and own client basis) incurred by the Landlord in enforcing the terms of this Lease, or with respect to any matter or thing which is the obligation of the Tenant to perform under this Lease, or in respect of which the Tenant has agreed to insure, or for which the Tenant has agreed to indemnify the Landlord under this Lease or otherwise.

11.5 Allocation of Payments

The Landlord may, at its option, apply sums received from the Tenant against any amounts due and payable by the Tenant under this Lease in such manner as the Landlord sees fit.

11.6 Survival of Obligations

If the Tenant has failed to fulfil its obligations under this Lease with respect to the maintenance, repair and alteration of the Premises and removal of improvements and fixtures from the Premises during or at the end of the Term, such obligations and the Landlord's rights in respect thereto shall remain in full force and effect notwithstanding the expiration or sooner termination of the Term.

11.7 Lien on Tenant's Goods and Equipment

If the Tenant is in default under this Lease, the Landlord has a lien on all goods, inventory, trade fixtures, equipment facilities and Leasehold Improvements of the Tenant in the Premises as security against loss or damage resulting from the default and none of the above will be removed by anyone until the default is corrected, unless otherwise permitted in writing by the Landlord. While any Event of Default is in existence or subsisting, the personal property of the Tenant shall not be removed in whole or in part from the Premises unless the prior written consent of the Landlord (which consent may be unreasonably or arbitrarily withheld or denied) is obtained, and the Landlord shall have the unfettered right to seize and sell the personal property of the Tenant in such manner and by such method as the Landlord, in its sole discretion, deems advisable, and to apply the proceeds of any sale firstly to the costs and expenses incurred to effect such sale and seizure and the remaining balance, if any, towards the losses and damages suffered or incurred by the Landlord as a result of the occurrence of such Event of Default, or, if applicable, to the costs and expenses incurred to cure such Event of Default, notwithstanding that the Term may have expired or this Lease may have been terminated prior to the date of such seizure, sale or both. In the event that the Premises are vacated or abandoned by the Tenant leaving personal property of the Tenant therein or thereon, all such personal property shall, at the Landlord's option, be deemed to have become the unencumbered property of the Landlord, and such personal property may be transferred, sold, disposed of or otherwise dealt with by the Landlord without any liability or accountability to the Tenant.

11.8 Act of Subtenants

Any act or omission on the part of a subtenant of the Tenant that, if done, or omitted to be done, by the Tenant would constitute a breach of a covenant or condition in this Lease or would impose obligations on the Tenant or entitle the Landlord to exercise remedies, is considered for all purposes to be the act or omission of the Tenant and entitles the Landlord to enforce its remedies under this Lease or at law against the Tenant.

11.9 Tenant's Remedies

In the event of a default by the Landlord under this Lease, the Tenant shall be entitled to all remedies available at law and at equity other than the remedies of termination of this Lease or any of its obligations under this Lease, the right of set off or abatement of Rent. In any remedy taken by the Tenant, the Tenant shall be obliged to mitigate its losses to the extent reasonably possible.

ARTICLE 12

TRANSFER BY LANDLORD, PRIORITY OF LEASE AND REGISTRATION

12.1 Sales or Dispositions by Landlord

The Landlord shall have the unrestricted right to sell, transfer, lease, license, charge, mortgage or otherwise dispose of or encumber all or any part of its interest in the Premises or any interest of the Landlord in this Lease. In the event of any sale, transfer, lease or other disposition the Landlord shall thereupon, and without further agreement, be released of all liability under this Lease arising from and

after the date of such disposition. If required by the Landlord in connection with any sale, transfer, charge or other disposition the Tenant shall, within five (5) Business Days of request, provide to the Landlord, prospective purchasers and Mortgagees and their respective agents and consultants, access to the current financial statements of the Tenant. If the Tenant is listed on a recognized stock exchange in Canada or the United States, the Tenant agrees to provide instead copies of the Tenant's annual reports, quarterly reports and all other publicly distributed reporting materials.

12.2 Subordination

This Lease is and shall be subject and subordinate in all respects to any and all mortgages and leasehold interests now or hereafter placed on the Building or Land, and to all renewals, modifications, consolidations, replacements and extensions thereof.

12.3 Attornment

If the interest of the Landlord is transferred to any Person (the "**Purchaser**") by reason of foreclosure or other proceedings for enforcement of any such mortgage, or by delivery of a deed in lieu of such foreclosure or other proceedings, the Tenant shall immediately and automatically attorn to Purchaser.

12.4 Effect of Attornment

Upon attornment under Section 12.3, this Lease shall continue in full force and effect as a direct lease between the Purchaser and the Tenant, upon all of the same terms, conditions and covenants as are set forth in the Lease except that, after such attornment, the Purchaser shall not be:

- (a) liable for any act or omission of the Landlord;
- (b) subject to any offsets or defenses which the Tenant might have against the Landlord; or
- (c) bound by any prepayment by the Tenant of more than one month's instalment of Rent, or by any previous modification of the Lease, unless such prepayment or modification shall have been approved in writing by Purchaser or any predecessor in interest except the Landlord.

12.5 Execution of Instruments

The subordination and attornment provisions of this Article 12 shall be self-operating and no further instrument shall be required. Nevertheless the Tenant, on request by and without cost to the Landlord or any successor in interest, shall execute and deliver any and all instruments further evidencing such subordination and (where applicable hereunder) attornment.

12.6 Certificates

Each party shall, upon fifteen (15) days' notice, promptly whenever reasonably requested by another, execute and deliver to the other or as they may direct, a certificate signed by a responsible officer or employee of the party delivering the statement as to the status of this Lease, including confirmation to the best of the knowledge, information and belief of such officer or employee:

- (a) as to whether this Lease is in full force and effect and, if not, reasonable details thereof;
- (b) as to whether this Lease is modified or unmodified and, if modified, reasonable details thereof;

- (c) as to the state of the accounts between the parties hereunder; and
- (d) as to the existence or non-existence of defaults under this Lease, and if in default, reasonable details thereof.

The Tenant shall promptly reimburse the Landlord for any third party costs or expenses incurred by the Landlord, in connection with each request made by the Tenant to the Landlord for a certificate pursuant to this subsection. The Landlord shall promptly reimburse the Tenant for any third party costs or expenses incurred by the Tenant, in connection with each request made by the Landlord or the Mortgagee to the Tenant for a certificate pursuant to this subsection.

ARTICLE 13 EXPROPRIATION

13.1 Taking of Premises

If during the Term all of the Premises shall be taken for any public or quasi-public use under any statute or by right of expropriation, or purchases under threat of such taking, this Lease shall automatically terminate on the date on which the expropriating authority takes possession of the Premises (the "Expropriation Date").

13.2 Partial Taking of Premises

If during the Term only part of the Premises is taken or purchased as set out in section 13.1, then:

- (a) if, in the reasonable opinion of the Landlord, substantial alteration or reconstruction of the Building is necessary or desirable as a result thereof, whether or not the Premises are or may be affected, the Landlord shall have the right to terminate this Lease by giving the Tenant at least thirty (30) days' written notice of such termination, and
- (b) if more than fifty (50%) percent of the Premises is included in such taking or purchase, the Landlord and the Tenant shall each have the right to terminate this Lease by giving the other at least thirty (30) days' written notice thereof.

If either party exercises its right of termination hereunder, this Lease shall terminate on the date stated in the notice, provided however, that no termination pursuant to notice hereunder may occur later than sixty (60) days after the Expropriation Date.

If any portion of the Premises (but less than the whole thereof) is so taken, and no rights of termination herein conferred are timely exercised, the Term of the Lease shall expire with respect to the portion so taken on the Expropriation Date. In such event the Rent payable hereunder with respect to the portion so taken shall abate on the Expropriation Date, and the Rent thereafter payable with respect to the remainder not so taken shall be adjusted pro rata by the Landlord in order to account for the resulting reduction in size of the Premises.

13.3 Surrender

On any such date of termination under Sections 13.1 or 13.2, the Tenant shall immediately surrender to the Landlord the Premises and all interest therein under this Lease. The Landlord may re-enter and take possession of the Premises and remove the Tenant therefrom, and the Rent shall abate on such date in respect of the portion taken. After such termination, and on notice from the Landlord stating the Rent then owing, the Tenant shall forthwith pay the Landlord such Rent.

13.4 Awards

Upon any such taking or purchase, the Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements, and the Tenant shall not have nor advance any claim against the Landlord for the value of its property or its leasehold estate or the unexpired Term of the Lease, or for costs of removal or relocation, or business interruption expense or any other damages arising out of such taking or purchase. Nothing herein shall give the Landlord any interest in or preclude the Tenant from seeking and recovering on its own account from the expropriating authority any award or compensation attributable to the taking or purchase of the Tenant's improvements, chattels or trade fixtures, or the removal or relocation of its business. If any such award made or compensation paid to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly account therefore to the other.

ARTICLE 14 RELOCATION, SURRENDER AND OVERHOLDING

14.1 Overholding

If the Tenant remains in possession after the end of the Term with the express consent of the Landlord, but without written agreement, there is no tacit renewal or extension of the Term despite any statutory provisions or legal presumption to the contrary and a tenancy from year to year will not be implied by law. The tenancy will be considered as a monthly tenancy only at a monthly Basic Rent payable in advance on the first day of each month equal to two hundred (125%) percent of the amount of the last monthly instalment of annual Basic Rent payable during the last month of the Term and subject to termination by either the Landlord or the Tenant on thirty (30) days' notice to the other and otherwise upon the same agreements and conditions of this Lease (including payment of Additional Rent) except as to the length of the tenancy and except for any renewal or extension options.

14.2 Surrender of the Premises

At the expiration or earlier termination of this Lease and without notice, the Tenant shall at its expense:

- (a) surrender all keys and security devices for the Premises to the Landlord at the place then fixed for the payment of Basic Rent and inform the Landlord of all combinations of all locks, safes and vaults of any kind and the code for any security devices, in or for the Premises;
- (b) remove all the Tenant's trade fixtures and such Leasehold Improvements as required by the Landlord under section 14.3;
- (c) peaceably surrender and yield up vacant possession of the Premises to Landlord, after the removal of all the Tenant's trade fixtures and such Leasehold Improvements as required by the Landlord under section 14.3, in a clean, broom swept and tidy condition and, subject to reasonable wear and tear, in as good condition and state of repair as the Tenant is required to maintain the Premises throughout the Term; and
- (d) remove any material which may be deemed by any applicable legislation, or by any governmental authority, or by the Landlord, as a Hazardous Substance which has been brought onto the Premises by the Tenant or which is a result of the Tenant's use or occupation of the Premises, and the Tenant shall immediately repair, at the Tenant's expense, all damages to the Premises caused by such removal.

If the Premises are not surrendered at the time and in the manner set out in this section 14.2, the Tenant shall promptly indemnify and hold harmless the Landlord from and against any and all claims resulting from the delay by the Tenant in so surrendering the Premises, including any claims made by any succeeding tenant or occupant founded on such delay. The Tenant's obligation to observe and perform the provisions of this section 14.2 shall survive the expiration or earlier termination of this Lease.

14.3 Removal of Leasehold Improvements and Chattels

- (a) The Tenant will, upon the expiry or earlier termination of the Term, remove at its own expense, those of the Leasehold Improvements that the Landlord by notice to the Tenant before the end of the Term requires to be removed. In removing such Leasehold Improvements, the Tenant shall restore the Premises to the same condition as existed prior to the installation of such Leasehold Improvements except to the extent that the Landlord has otherwise directed in writing. Failure on the Tenant's part will entitle the Landlord to remove and/or store those Leasehold Improvements itself and to repair all damage to the Premises caused by their installation or removal and the Tenant will pay to the Landlord, within fifteen (15) days after receipt of an invoice from the Landlord as Additional Rent, the Landlord's Cost. The Landlord shall be entitled to sell such Leasehold Improvements on whatever terms it can to recover the costs and damages without notice or liability to the Tenant.
- (b) The Tenant may, during the Term in the normal course of its business, remove its trade fixtures, or its goods or chattels but only if (i) the goods, chattels, or trade fixtures have become surplus for the Tenant's purposes or the Tenant is replacing them with new or first class goods, chattels or trade fixtures of equal or greater value; (ii) the Tenant is not in default under this Lease; (iii) the removal is done at the Tenant's sole cost and expense and without damage to the Premises or to other parts of the Building; and (iv) in the case of trade fixtures that are attached or affixed to the Premises, the Tenant has first notified the Landlord in writing of its intention to remove the trade fixtures. The Tenant will, at the end of the Term, at its own expense, remove all its trade fixtures. If the Tenant does not remove its trade fixtures at the end of the Term, the trade fixtures will, at the Landlord's option, become the Landlord's property absolutely and the Landlord may remove them from the Premises and sell or dispose of them in such a manner as it considers advisable. To the extent that any costs of removal or restoration are not recovered from the net proceeds of sale of such trade fixtures, the Landlord may recover the balance from the Tenant.
- (c) The Tenant will give the Landlord such access to the Premises before the end of the Term as the Landlord considers necessary for it to determine the extent of removal of Leasehold Improvements and trade fixtures and restoration that it requires.
- (d) The Tenant will make every removal of Leasehold Improvements and trade fixtures, goods or chattels required or permitted under this Lease, whether during or at the end of the Term, at times designated by the Landlord and will promptly make good any damage caused to the Premises or any other part of the Building by the installation or removal of Leasehold Improvements or trade fixtures, goods or chattels required or permitted to be removed.
- (e) For certainty, the Tenant's trade fixtures do not include any Building Systems, any floor coverings permanently affixed to the floor of the Premises, light fixtures (other than the snap-in fixtures that form part of a track-type lighting system) or any fixtures, facilities, equipment or installations installed by the Landlord or at its expense.

- (f) The Tenant will at all times during the term retain full legal beneficial ownership of its goods and chattels and trade fixtures and will not permit them to be or become subject to any lien, mortgage, charge, encumbrance or title retention agreement except to the extent that it is incurred in good faith for the purpose of financing ("**Permitted Financing**") the purchase of the goods, chattels or trade fixtures. The Landlord is not obligated to subordinate its interest to such Permitted Financing.
- (g) The Tenant's obligations under this section will survive the end of the Term, and except as permitted under this Lease, the Tenant shall not otherwise remove the Leasehold Improvements either during or at the end of the Term.

ARTICLE 15 HAZARDOUS SUBSTANCES

15.1 The Tenant's Covenants

The Tenant covenants and agrees that it will:

- (a) not bring or allow any Hazardous Substance to be brought onto the Premises except in compliance with Environmental Law;
- (b) comply at all times and require all those for whom the Tenant is in law responsible to comply at all times with Environmental Law, including Waste Hazardous Material Information System (WHMIS) as it affects the Premises;
- (c) give notice to the Landlord, by way of providing a copy of the Material Safety Data Sheet (MSDS) of the presence at any time during the Term of any Hazardous Substance on the Premises together with such information concerning such Hazardous Substance and its presence on the Premises as the Landlord may require;
- (d) give notice to the Landlord of any occurrence which might give rise to a duty under Environmental Law by either the Tenant or the Landlord with respect to the presence of any Hazardous Substance on the Premises including, without limitation, notice of any discharge, release, leak, spill or escape into the environment of any Hazardous Substance at, to or from the Premises;
- (e) in any case where the Tenant has given notice as to the presence of a Hazardous Substance at the Premises, or is required to give such notice, or where the Landlord has reasonable grounds to believe that any Hazardous Substance is going to be or has been brought to the Premises by the Tenant or any Person for whom the Tenant is in law responsible, to commission an environmental audit at the Tenant's expense when required by the Landlord to do so;
- (f) comply with any investigative, remedial or precautionary measures required under Environmental Law or as reasonably required by the Landlord, be fully and completely liable to the Landlord for any and all investigation, clean up, remediation, restoration or monitoring costs or any costs incurred to comply with Environmental Law or any request by the Landlord that such measures be taken;
- (g) protect, indemnify and save each of the Landlord and its directors, officers, employees, agents, successors and assigns completely harmless from and against any environmental claim, directly or indirectly incurred, sustained or suffered by or asserted against the

Landlord or its directors, officers, employees, agents, successors and assigns caused by or attributable to, either directly or indirectly, any act or omission of the Tenant or any person for whom the Tenant is in law responsible;

- (h) enter into any additional contract of insurance respecting the Premises which the Landlord may reasonably require to protect the Landlord and its directors, officers, employees, agents, successors and assigns from any environmental claim respecting the Premises;
- (i) provide to the Landlord such security as the Landlord may from time to time require, acting reasonably, to ensure compliance by the Tenant of its covenants herein contained; and
- (j) provide access to the Premises for the Landlord or its agent to conduct an environmental audit of the Premises, at least 2 months prior to the expiry of the Term.

The Tenant's liability under this section is limited to such Hazardous Substances and breaches of Environmental Law arising after and attributable to the period from and after the Commencement Date. The Tenant shall have no liability under these provisions for any Hazardous Substances or breach of Environmental Law arising or attributable to the period prior to the Commencement Date.

15.2 Inquiries by the Landlord

The Tenant hereby authorizes the Landlord to make inquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with the Environmental Law at the Premises, and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Landlord or its agent may inspect the Premises from time to time without notice, in order to verify the Tenant's compliance with the Environmental Law and the requirements of this Lease respecting Hazardous Substance. If the Landlord suspects that the Tenant is in breach of any of its covenants herein, the Landlord and its agent shall be entitled to conduct an environmental audit immediately, and the Tenant shall provide access to the Landlord and its agent for the purpose of conducting an environmental audit. Such environmental audit shall be at the Tenant's expense, and the Tenant shall forthwith remedy any problems identified by the environmental audit, and shall ensure that it complies with all of its covenants herein. Upon request by the Landlord from time to time, the Tenant shall provide to the Landlord a certificate executed by a senior officer of the Tenant certifying ongoing compliance by the Tenant with its covenants contained herein.

15.3 Ownership of Hazardous Substances

If the Tenant brings on to or creates upon the Premises any Hazardous Substance or if the conduct of the Tenant's business causes any Hazardous Substance upon the Premises then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises or the Premises and notwithstanding the expiry or earlier termination of this Lease.

15.4 The Landlord's Remedies upon Default

Upon the Tenant's material default under this Article 15 and in addition to the rights and remedies set forth elsewhere in this Lease, the Landlord shall be entitled to either or both of the following rights and remedies:

- (a) to terminate this Lease; or
- (b) to recover any and all damages associated with the material default, including without limitation, in addition to any rights reserved or available to the Landlord in respect of an early termination of this Lease, cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by the Landlord and other tenants of the Premises, any and all damages and claims asserted by third parties and the Landlord's solicitors' fees and costs.

ARTICLE 16

GENERAL

16.1 Relationship of Parties

Nothing contained in this Lease shall create any relationship between the parties hereto other than that of landlord and tenant, and it is acknowledged and agreed that the Landlord does not in any way or for any purpose become a partner of the Tenant in the conduct of its business, or a joint venturer or a member of a joint or common enterprise with the Tenant.

16.2 Consent Not Unreasonably Withheld

Except as otherwise specifically provided, whenever consent or approval of the Landlord or the Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. The Tenant's sole remedy if the Landlord unreasonably withholds or delays consent or approval shall be an action for specific performance, and the Landlord shall not be liable for damages. If either party withholds any consent or approval, such party shall on written request deliver to the other party a written statement giving the reasons therefor.

16.3 Jurisdiction and Construction of Lease

This Lease shall be governed by and construed under the laws of the Province of Alberta, and its provisions shall be construed as a whole according to their common meaning and not strictly for or against the Landlord or the Tenant. Except as otherwise expressly provided or unless the context otherwise requires, the following provisions shall govern the interpretation of this Lease:

- (a) the terms "this Lease", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Lease taken as a whole and not to any particular section, paragraph or clause;
- (b) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;
- (c) all references to articles and schedules refer, unless otherwise specified, to articles of and schedules to this Lease;
- (d) all references to sections refer, unless otherwise specified, to sections, paragraphs or clauses of this Lease and reference to paragraphs or clauses refer to paragraphs in the same section as the reference or clauses in the same paragraph as the reference;
- (e) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of, their context or the words or phrases which precede or succeed them;

- (f) the headings, section numbers, article numbers and the table of contents appearing in this Lease are inserted only as a matter of convenience and do not affect the interpretation or substance of this Lease;
- (g) unless otherwise stated, all dollar amounts stated in this Lease are in Canadian dollar amounts and exclusive of GST; and
- (h) all references to federal and provincial statutes, regulations, codes and guidelines includes amendments to such statutes, regulations, codes and guidelines and successor and replacement legislation thereto unless otherwise stated to the contrary.

16.4 Time of Essence

Time is of the essence of this Lease.

16.5 Entire Agreement

There are no terms and conditions which at the date of execution of this Lease are additional or supplemental to those set out in this Lease. This Lease contains the entire agreement between the parties hereto with respect to the subject matter of this Lease. The Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty of the Landlord except such as are set out in this Lease.

16.6 Amendment or Modification

Unless otherwise specifically provided in the Lease, no amendment, modification, or supplement to this Lease shall be valid or binding unless set out in the writing and executed by the parties hereto in the same manner as the execution of this Lease.

16.7 Covenants and Severability

All of the provisions of the Lease are to be construed as covenants and agreements as though the word importing such covenants and agreements were used in each separate Article hereof. Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

16.8 No Implied Surrender or Waiver

No provisions of this Lease shall be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord. The Landlord's waiver of a breach of any term or condition of this Lease shall not prevent a subsequent act, which would have originally constituted a breach, from having all the force and effect of any original breach. The Landlord's receipt of Rent with knowledge of a breach by the Tenant of any term or condition of the Lease shall not be deemed a waiver of such term or condition. No act or thing done by the Landlord, its agents or employees during the Term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid, unless in writing and signed by the Landlord. The delivery of keys to any of the Landlord's agents or employees shall not operate as a termination of the Lease or a surrender of the Premises. No payment by the Tenant, or receipt by the Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any cheque or any letter accompanying any cheque, or payment as Rent, be deemed an accord and satisfaction, and the Landlord may accept such cheque or payment without

prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy available to the Landlord.

16.9 Successors Bound

Except as otherwise specifically provided, the covenants, terms and conditions contained in this Lease shall apply to and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto.

16.10 Joint and Several Liability

In the event there is more than one entity or person which or who are parties constituting the Tenant under this Lease, the obligation imposed upon the Tenant under this Lease shall be joint and several.

16.11 Power, Capacity and Authority

The Landlord and the Tenant covenant, represent and warrant to each other that they have the power, capacity and authority to enter into this Lease and to perform its obligations hereunder and that there are no covenants, restrictions or commitments given by it which would prevent or inhibit it from entering into this Lease.

16.12 Liability of Landlord

Any liability of the Landlord under this Lease and any other agreement with the Tenant shall be limited to the Landlord's interest in the Premises from time to time. If the Landlord consists of more than one Person, the liability of each such Person shall be several and be limited to its percentage interest in the Premises.

16.13 No Partnership

It is understood and agreed that nothing contained in this Lease nor in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

16.14 Accord and Satisfaction

Unless otherwise agreed by the parties, no payment by the Tenant or receipt by the Landlord of a lesser amount than the full monthly payment of Rent herein stipulated is considered to be other than on account of the earliest stipulated Rent. No endorsement or statement on any cheque, bank draft or money order or in any letter accompanying any cheque or rent payment may be considered an acknowledgement of full payment or an accord and satisfaction. The Landlord may accept and cash any such cheque or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy that the Landlord may have.

16.15 Drafting of Lease

The Tenant acknowledges that it has had ample opportunity to participate in drafting or modifying this Lease form during negotiations prior to its execution and delivery by the Tenant and agrees that any rule of law which provides that ambiguities shall be construed against the "drafting" party shall be of no force or effect.

16.16 No Offer

Notwithstanding:

- (a) the submission of a copy of this Lease, either in blank form or with the particulars inserted; or
- (b) receipt of a deposit or the first instalment of Basic Rent by the Landlord when this Lease is received by it for execution from the Tenant,

no contractual or other right shall exist in favour of the Tenant with respect to the Premises until both the Landlord and the Tenant have executed and delivered this Lease.

16.17 Set-Off

In the event the Landlord is liable for any payment or reimbursement to the Tenant, then unless otherwise provided for in this Lease, the Landlord has the right to set-off such reimbursement or liability against liabilities of the Tenant to the Landlord.

16.18 Registrations

The Tenant agrees with the Landlord not to register this Lease or any notice of this Lease in any Lands Titles Office in any form without written consent of the Landlord. If such consent is provided such notice of Lease or caveat shall be in such form as the Landlord shall have approved and the Tenant shall be liable for payment of the Landlord's reasonable fee for same and allocable transfer or recording taxes or charges. Such notice or caveat shall not reveal any of the financial terms of the Lease but shall be limited to term of the Lease and any renewal or extension terms of the Lease. The Tenant shall remove and discharge at the Tenant's expense the registration of such a notice at the expiry or the earlier termination of the Term and in the event of the Tenant's failure to remove or discharge this notice or caveat after ten (10) days written notice by the Landlord or the Tenant, the Landlord may in the name and on behalf of the Tenant execute a discharge of such a notice in order to remove and discharge such notice for the purposes thereof, the Tenant hereby irrevocably constitutes and appoints any officer of the Landlord an authorized signatory of the Tenant to do so.

16.19 Unavoidable Delay

Except as herein otherwise expressly provided, if and whenever and to the extent that either the Landlord or the Tenant shall be prevented, delayed or restricted in the fulfilment of any obligation hereunder in respect to the supply or provision of any service or utility, the making of any repair, the doing of any work or any other thing (other than the payment of monies required to be paid by the Tenant to the Landlord hereunder) by reason of:

- (a) being unable to obtain any material, service, utility or labour required to fulfil such obligations; or
- (b) other unavoidable occurrences,

then the time for fulfilment of such condition and obligation shall be extended during the period in which such circumstances operates to prevent, delay or restrict fulfilment thereof, and the other party to this Lease shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

16.20 Confidentiality

Unless otherwise compelled by law, the Tenant and the Landlord shall cause their respective employees, agents, shareholders, servants, directors, officers and those for whom each of them is legally responsible to keep all provisions of this Lease confidential. The Tenant's and the Landlord's obligation to observe and perform the provisions of this section shall survive the expiration or earlier termination of this Lease.

**ARTICLE 17
SPECIAL PROVISIONS**

17.1 Additional Provisions

The additional provisions that are applicable to this Lease are attached as Schedule "C".

**ARTICLE 18
ACCEPTANCE OF LEASE**

18.1 Acceptance of Lease

The Tenant and the Landlord each accept this Lease subject to the conditions, restrictions and covenants herein set forth.

IN WITNESS WHEREOF, the Landlord and the Tenant have signed this Lease as of the date and year first written above.

Witness to the signature of Janet Fisher

JANET FISHER

Witness to the signature of Bernard Reed

BERNARD REED

**PETROWEST CIVIL L.P. by its General
Partner, Petrowest Energy Services General
Partner Ltd.**

Per: _____

Name: Gary Sweetman

Title: Chief Operating Officer

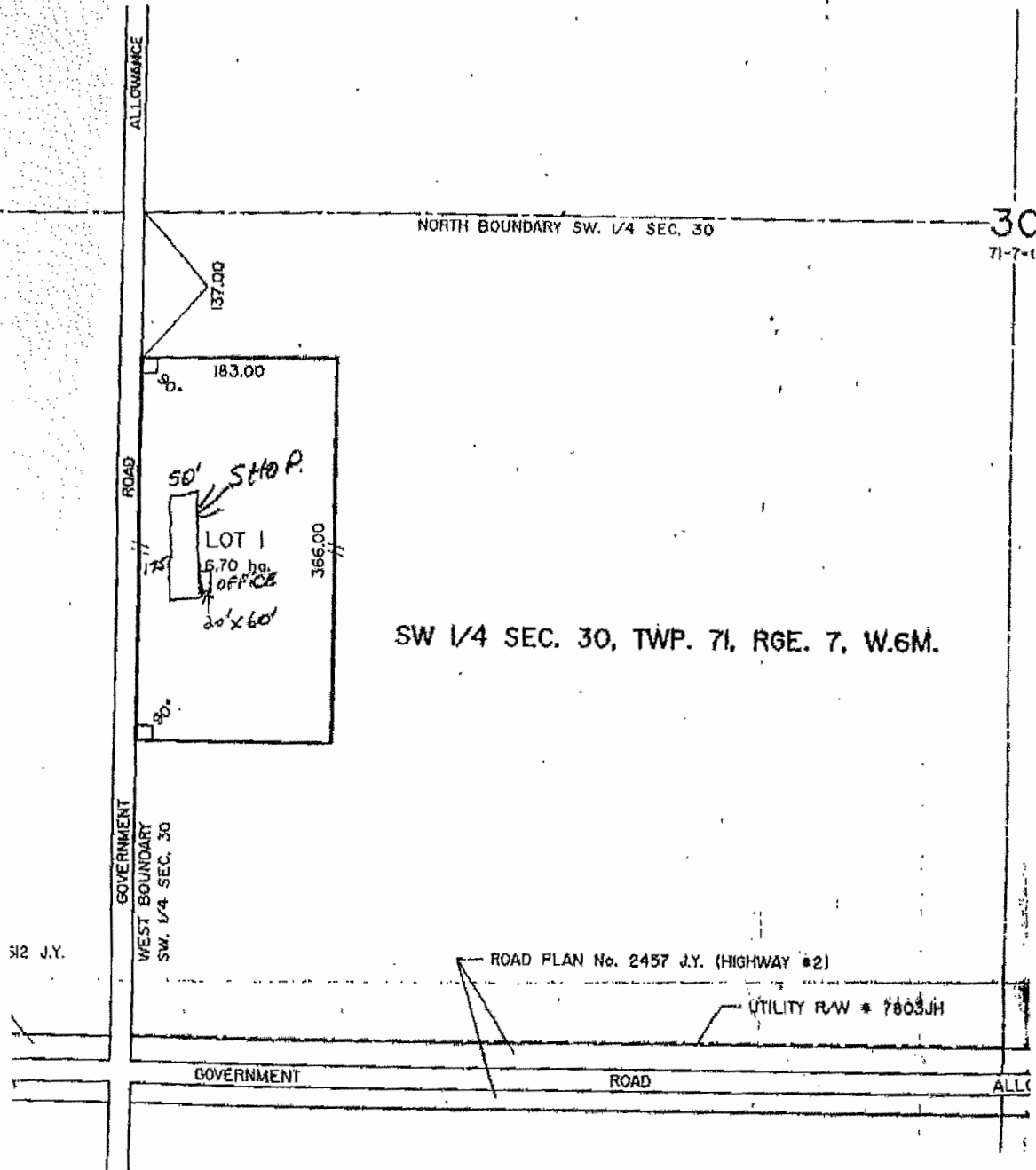
SCHEDULE "A"

DESCRIPTION OF PREMISES

Municipal Address: Range Road 80, Hwy 43

Legal Description: DESCRIPTIVE PLAN 9322550
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 6.7 HECTARES (16.56 ACRES) MORE OR LESS

SCHEDULE "B"
DIAGRAM OF THE PREMISES



SCHEDULE "C"

ADDITIONAL PROVISIONS

1. Rules and Regulations

The Tenant shall abide by the rules and regulations established by the Landlord from time to time.

2. Option to Extend

- (a) The Tenant shall have the option to extend the Term and the Lease (the "**Extension Option**") for an extension term (the "**Extension Term**") of five (5) years upon giving the Landlord not less than six (6) months' and not more than nine (9) months' prior written notice before the expiration of the Term of the Tenant's intention to extend.
- (b) The Extension Term shall be on the same terms and conditions as set out in the Lease except for Basic Rent, any further option to extend after commencement of the Extension Term and any rent abatement periods, leasehold improvement allowance or other tenant inducement whatsoever.
- (c) For the purposes of this section, "**Market Rent**" shall mean the then current market rental rate per square foot per annum as at the date the Tenant exercises the Extension Option in respect of the applicable Extension Term for comparable improved premises in comparable buildings of the same quality and similar location as the Building is located (without regard to subleased space) having regard to the size of the Premises and the nature of the Tenant's covenant. The Basic Rent during the Extension Term shall be the Basic Rent agreed upon between the Landlord and Tenant by the ninetieth (90th) day prior to the commencement of the Extension Term or failing agreement by such date, the Basic Rent during the Extension Term shall be the Market Rent, as determined below.
- (d) If either the Landlord or the Tenant (hereinafter called the "**Initiator**") wish to determine the Market Rent (the "**Issue**"), the Initiator shall give written notice (hereinafter called an "Arbitration Notice") to the other (hereinafter called the "**Recipient**") and in the Arbitration Notice shall set out the name of an expert appointed by the Initiator who will determine the Issue on behalf of the Initiator. Within seven (7) days of receiving an Arbitration Notice, the Recipient shall appoint an expert to determine the Issue on behalf of the Recipient and notify the Initiator of such appointment. If the Recipient does not appoint an expert within the time limit as herein provided, the Initiator may, on not less than five (5) days' written notice to the Recipient, apply to the Court of Queen's Bench of Alberta to appoint an expert on behalf of and at the expense of the Recipient. The experts appointed by or for the parties hereto shall appoint an umpire (hereinafter called the "**Umpire**") and, if they fail to do so within seven (7) days after the last of them was appointed, either the Initiator or the Recipient, on not less than five (5) days' written notice to the other, may apply to the Court of Queen's Bench of Alberta to appoint the Umpire. The appointment of the experts and the Umpire shall be in writing. Within forty-five (45) days of the appointment of the Umpire, each expert shall deliver to the Umpire a written report as to the Issue and notice of such delivery to the other expert. Within fifteen (15) days of receipt of the written reports from the experts, the Umpire shall choose one of the two reports as deciding the Issue and shall deliver such decision in writing to each of the experts, the Landlord and the Tenant. If an expert fails to deliver

a written report within the time period provided therefor, the Umpire shall select the written report of the expert who delivered a report within such period as deciding the Issue. The decision of the Umpire shall be final and shall not be subject to appeal and shall establish the Market Rent. Each of the Tenant and the Landlord shall be responsible and shall pay for its own costs and expenses of any arbitration pursuant to this provision, including the costs and expenses of its own expert, and half of the costs and expenses of the Umpire.

- (e) The Tenant shall enter into an amending agreement prepared by the Landlord's solicitors at the Tenant's cost evidencing the terms of the exercise of the Extension Option.
- (f) Until the Basic Rent for the Extension Term has been determined as herein provided, the Tenant shall continue to pay (in addition to Additional Rent due under the Lease) the monthly instalments of Basic Rent payable before the commencement of the applicable Extension Term and upon such determination the Tenant or the Landlord shall immediately make the appropriate adjustment payment, if any, to the other.

3. Termination Option

The Landlord and the Tenant shall each have an option (the "**Termination Option**") to terminate this Lease, effective on the date (the "**Termination Date**") which is the 180th day after providing written notice (the "**Termination Notice**") to the other party of its intention to do so.

In the event that the Termination Option is exercised by either party in the manner and within the required time for doing so, (i) all rent payable under this Lease shall be paid through and apportioned as of the Termination Date; (ii) neither party shall have any rights, estates, liabilities, or obligations under this Lease for the period accruing after the Termination Date, except those which, by the provisions of this Lease, expressly survive the expiration or termination of the Term of this Lease; (iii) the Tenant shall surrender and vacate the Premises and deliver possession thereof to Landlord on or before the Termination Date in the condition required under this Lease for surrender of the Premises; and (iv) this provision shall be self-operative without the requirement for further documents but at the request of the Landlord or the Tenant, the Landlord and the Tenant shall enter into a written agreement reflecting the termination of this Lease upon the terms provided for herein, which agreement shall be executed within 30 days after the exercise of the Termination Option.

This is Exhibit "G" referred to in the Affidavit of

Bernie Reed

Sworn before me this 4th day

of April, 2025 A.D., 2025

LEASE

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

THIS LEASE dated effective November 1, 2017.

BETWEEN:

Melissa M. Milne

A Commissioner for Oaths
in and for Alberta

1258311 ALBERTA LTD.
(the "Landlord")

My Commission Expires Feb. 5, 2026

OF THE FIRST PART

— and —

RBEE AGGREGATE CONSULTING LTD.
(the "Tenant")

OF THE SECOND PART

RECITALS:

- A. The Landlord is the registered owner of certain lands and premises legally described in Schedule A and located at 22311 Township Road 570, Sturgeon County, Alberta TOA 2W0 (the "Lands").
- B. There is a building (the "Building") of shop and office space located on the Lands.
- C. The Landlord, as landlord, and the Tenant, as tenant, wish to enter into this Lease of approximately twenty acres of the Lands and the Building.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of One (\$1.00) Dollar paid by the Landlord to the Tenant, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants herein contained and the agreement of the parties, the parties hereto agree as follows:

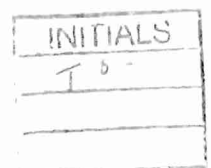
ARTICLE 1 BASIC TERMS, SCHEDULES AND DEFINITIONS

1.1 Basic Terms

The basic terms of this Lease are:

- (a) Landlord: 1258311 Alberta Ltd.
Address: c/o Bernet Holdings
46 Cranberry Bend
Fort Saskatchewan, Alberta
T8L 0H2

Telephone: (780) 933-4118 (Janet Fisher) or
(780) 814.1799 (Bernie Reed)
Fax: (780) 942-2857



- (b) Building Address: 22311 Township Road 570
Sturgeon County, Alberta
TOA 2W0
- (c) Tenant: RBee Aggregate Consulting Ltd.
Address: 22311 Township Road 570
Sturgeon County, Alberta
TOA 2W0
- Attention: President
Telephone: (780) 942-2434
Email: Bernie@Rbeecrushing.ca
- With a copy to: Crown Capital Fund IV, LP
c/o Crown Capital Partners Inc.
77 King Street West, Suite 4430
Toronto, ON M5K 1H6
- (d) [Intentionally Deleted.]
- (e) (i) Term: 5 years
(with option to renew for further 5 years, as set out in Schedule "D")
- (ii) Commencement Date: November 1, 2017
- (iii) Expiry Date: October 31, 2022, subject to renewal
- (f) Basic Rent: Per Annum Per Month
- | Years 1-5 | \$960,000.00 | \$80,000.00 |
|-----------|--------------|-------------|
|-----------|--------------|-------------|

The foregoing basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth.

1.2 Definitions

In this Lease:

"Accounting Standard" means International Financial Reporting Standards (IFRS) or such other accounting principles then in effect and generally accepted in Canada by the Canadian public real estate industry and Canadian real estate companies, consistently applied.

"Additional Rent" means any and all sums of money or charges required to be paid by the Tenant under this Lease (except Basic Rent and GST) whether or not designated "Additional Rent" and whether or not payable to the Landlord.

"Affiliate" has the meaning given in the *Business Corporations Act* (Alberta).

"Applicable Laws" means all present and future laws, statutes, codes, bylaws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, approvals,

LEASE

THIS LEASE dated effective November 1, 2017.

BETWEEN:

1258311 ALBERTA LTD.
(the "Landlord")

OF THE FIRST PART

— and —

RBEE AGGREGATE CONSULTING LTD.
(the "Tenant")

OF THE SECOND PART

RECITALS:

- A. The Landlord is the registered owner of certain lands and premises legally described in Schedule A and located at 22311 Township Road 570, Sturgeon County, Alberta T0A 2W0 (the "Lands").
- B. There is a building (the "Building") of shop and office space located on the Lands.
- C. The Landlord, as landlord, and the Tenant, as tenant, wish to enter into this Lease of approximately twenty acres of the Lands and the Building.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of One (\$1.00) Dollar paid by the Landlord to the Tenant, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants herein contained and the agreement of the parties, the parties hereto agree as follows:

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- | | | |
|-----|-----------------------|---|
| (a) | Landlord:
Address: | 1258311 Alberta Ltd.
c/o Bernet Holdings
46 Cranberry Bend
Fort Saskatchewan, Alberta
T8L 0H2 |
| | Telephone: | (780) 933-4118 (Janet Fisher) or
(780) 814.1799 (Bernie Reed) |
| | Fax: | (780) 942-2857 |



- (b) Building Address: 22311 Township Road 570
Sturgeon County, Alberta
TOA 2W0
- (c) Tenant: RBee Aggregate Consulting Ltd.
Address: 22311 Township Road 570
Sturgeon County, Alberta
TOA 2W0
- Attention: President
Telephone: (780) 942-2434
Email: Bernie@Rbeecrushing.ca
- With a copy to: Crown Capital Fund IV, LP
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- | Years 1-5 | \$960,000.00 | \$80,000.00 |
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"Affiliate" has the meaning given in the *Business Corporations Act* (Alberta).

"Applicable Laws" means all present and future laws, statutes, codes, bylaws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, approvals,

Oct 31.
From Newco.

LEASE

BETWEEN:

LANDLORD:

1258311 ALBERTA LTD.

AND:

TENANT:

RBEE AGGREGATE CONSULTING LTD.

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LEASE

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BETWEEN:

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(the "Landlord")

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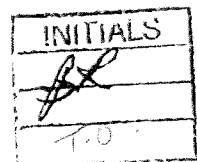
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Address: 22311 Township Road 570
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- (d) [Intentionally Deleted.]
- (e) (i) Term: 5 years
(with option to renew for further 5 years, as set out in Schedule "D")
- (ii) Commencement Date: November 1, 2017
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- (f) Basic Rent:
- | | Per Annum | Per Month |
|-----------|--------------|-------------|
| Years 1-5 | \$960,000.00 | \$80,000.00 |

The foregoing basic terms are hereby approved by the parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth above as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth.

1.2 Definitions

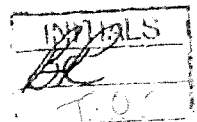
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"Applicable Laws" means all present and future laws, statutes, codes, bylaws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, approvals,



authorizations, directions and requirements of all governmental or other public authorities that now or at any time hereafter may be applicable to this Lease or the Property or any part thereof.

"Architect" means the architect or engineer from time to time designated by the Landlord who is arm's length from the Landlord and who is a member of the professional association of architects or engineers of the Jurisdiction.

"Basic Rent" means the annual rent payable by the Tenant pursuant to section 3.2.

"Building" means the building located at 22311 Township Road 570 Sturgeon County, Alberta, and situated on the Lands.

"Building Systems" means (i) systems, services, equipment, installations or facilities from time to time installed in or servicing the Building and intended for the use or benefit of the Building including, but not limited to, the elevators and escalators, if any, and the following systems and installations: mechanical (including plumbing, drainage and sewage), electrical and other utility-bearing, interior climate control (including heating, ventilating and air-conditioning), lighting, sprinkler and other life-safety (including fire prevention, communications, security and surveillance), computer (including environmental, security and lighting control), ice and snow melting, refuse removal, glass washing, music; and (ii) any and all machinery, appliances, equipment, apparatus, components and appurtenances forming part of or used for or in connection with or incidental to any of these systems including all boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls and the structures or shafts housing or enclosing any of them, and computer software.

"Business Day" means any day that is not a Saturday, a Sunday or a statutory holiday in the Jurisdiction.

"Business Hours" means the hours of 8 a.m. to 5 p.m. of the time of the Jurisdiction on a Business Day.

"Business Taxes" has the meaning given in section 4.3(a).

"Capital Costs" means any costs which are not fully chargeable or expendable in the Lease Year in which they are incurred or which are in respect of improvements which have a useful life of more than one year or would otherwise be for the capital account, all as determined in accordance with the Accounting Standard.

"Capital Tax" means any tax or taxes paid or payable by the Landlord to any provincial or federal taxing authority based upon or computed by reference to the capital employed by the Landlord or the paid-up capital or place of business of the Landlord whether existing at the date hereof or hereafter imposed by any provincial or other taxing authority, Large Corporation Tax and any similar tax in addition, substitution or amendment thereof.

"Commencement Date" means the date set forth in section 1.1(e)(ii).

"Encumbrance" means any encumbrance or charge registered in the Land Title Office against the Lands.

"Environmental Law" means any law, by law, order, ordinance, ruling, regulation, certificate, approval, policy, guideline, consent or directive of any applicable federal, provincial or municipal government, governmental department, agency or regulatory authority or any court of competent jurisdiction, as well as any common law obligations or requirements, relating to environmental or health and safety matters and/or regulating the generation, import, storage, distribution, labelling,

sale, use, handling, transport or disposal of any Hazardous Substance which may be in force from time to time applicable to this Lease or the Property or any part thereof given the permitted use of the Lands and the nature of the business conducted thereon as permitted by Applicable Laws.

"Event of Default" has the meaning given in section 11.2.

"Expert" means any architect, engineer, land surveyor, space planner or other professional consultant (other than the Architect) who is arm's length from the Landlord and the Tenant and qualified, in the opinion of the Landlord and the Tenant, to perform the particular function.

"Expiry Date" means the date set out or determined in section 1.1 (f)(iii) and is the last day of the Term.

"GST" means the tax payable under the *Excise Tax Act* (Canada) in respect of the supply of goods and services or any other sales or value added tax applicable to the payment of Rent.

"Hazardous Substance" means:

- (a) any material or substance declared or deemed to be hazardous, deleterious, caustic, dangerous, a dangerous good, toxic, a contaminant, a waste, a source of a contaminant, a pollutant or toxic under any Environmental Law;
- (b) any solid, liquid, gas or odour or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (i) endangers the health, safety or welfare of persons or the health of animal life;
 - (ii) interferes with normal enjoyment of life or property; or
 - (iii) causes damage to plant life or to property; and
- (c) any substance which is hazardous to the environment, including persons or property and includes, without limiting the generality of the foregoing, the following:
 - (i) radioactive materials;
 - (ii) explosives;
 - (iii) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant.

"Jurisdiction" means the province where the Property is located.

"Landlord" means 1258311 Alberta Ltd. and includes the successors and assigns of the Landlord.

"Landlord's Work" means the work described in Schedule "E".

"Lands" means the lands described in Schedule "A".

"Large Corporation Tax" means the tax for which the Landlord is liable under Part 1.3 of the *Income Tax Act* (Canada) or any similar tax in substitution thereof.

"Lease" means this Lease and the schedules attached to this Lease all as amended, restated, modified and supplemented from time to time.

"Lease Year" means for the 1st Lease Year during the Term, the annual period commencing on the Commencement Date and ending on the day prior to the 1st anniversary of the Commencement Date and for each successive Lease Year during the Term, the annual period commencing on the next following anniversary of the Commencement Date and ending on the day prior to the next following anniversary of the Commencement Date.

"Leasehold Improvements" means any improvements made to, erected in or installed on the Premises by the Tenant or by the Landlord or others on behalf of the Tenant including but not limited to, alterations, partitions, additions, installations, decorations, fixtures (other than trade fixtures), a storage shed erected on the Lands, and any related equipment, appurtenances and components including, but not limited to, electrical, lighting, telecommunication and plumbing fixtures and installations and all their ancillary components such as conduits, pipes and wiring.

"Measurement Standard" means the American National Standard Method for Measuring using the Exterior Wall Methodology for Industrial Buildings (ANSI/BOMA Z65.2.2009).

"Mortgagee" means any third party, arm's length mortgage lender of the Landlord to whom the Landlord has granted a lien, charge or encumbrance against the Lands or any part thereof or this Lease and includes a trustee for bond holders.

"Operating Costs" means, in any fiscal period designated by the Landlord, the total of all expenses, costs, fees, rentals, disbursements and outlays of every kind paid, payable or incurred by or on behalf of the Landlord in the maintenance, repair, replacement, operation, administration, supervision and management of the Property. Without limiting the generality of the foregoing:

- (a) subject to certain exclusions and deductions provided in sections (b) and (c) of this definition, Operating Costs include:
 - (i) costs of providing security, supervision, traffic control, janitorial, landscaping, window cleaning, waste collection, disposal and recycling and snow removal services and the costs of machinery, supplies, tools, equipment and materials used in connection with the Property (including rental costs of such items);
 - (ii) costs of providing electricity, fuel, heat, processed air, water, telephone, gas, sewage disposal and other utilities and services (including all energy management and administration costs) and costs of replacing building standard electric light fixtures, ballasts, tubes, starters, lamps, light bulbs and controls;
 - (iii) costs of operating, maintaining, replacing, modifying and repairing the Property including the Building Systems and including routine maintenance and repair (such as painting and periodic resealing) of the Structural Elements, the cost of exterior painting, gardening, landscaping (including any lawn sprinkler system), line repainting, rental of signs (including pylon sign, if any) and equipment, lighting, sanitary control and garbage removal, the removal of snow and dirt, curbing and fencing maintenance, paving or resurfacing of the Property, drainage systems and exterior lighting maintenance to the extent such costs are not Capital Costs;
 - (iv) to the extent the costs described in subsection (a)(iii) of this definition are Capital Costs, such costs shall be amortized over the useful life thereof with only that

portion of the amortized period corresponding to the portion of the Term spanning such period being chargeable hereunder to the Tenant;

- (v) interest on the unamortized balance of the costs described in subsection (a)(iv) of this definition, calculated annually, at an annual rate equal to 10%;
 - (vi) amounts paid to, or reasonably attributable to the remuneration of all personnel involved in the on-site maintenance, repair, replacement, operation, administration, supervision and management of the Property, including fringe benefits, severance pay, termination payments and other employment costs, to the extent incurred by the Landlord;
 - (vii) auditing, accounting, legal and other professional and consulting fees and disbursements incurred in connection with the maintenance, repair, replacement, operation, administration, supervision and management of the Property, to the extent such fees and disbursements are reasonable, including those incurred with respect to the preparation of this Lease and the statements required under the provisions of this Lease and costs of administering, minimizing, contesting or appealing assessments of Real Estate Taxes (whether or not successful);
 - (viii) the cost of all insurance which the Landlord is required to maintain under this Lease and the amounts of losses incurred or claims paid either below the insurance deductible amounts or as the co-insurance portion of an insured claim;
 - (ix) Real Estate Taxes to the extent not paid by the Tenant directly to the taxing authority, together with any costs and expenses incurred by the Landlord in contesting or appealing Real Estate Taxes;
 - (x) the costs of effecting any improvements to the Property after the Commencement Date to comply with changes required by Applicable Laws where the requirements of Applicable Laws (including Environmental Law) have changed after the Commencement Date;
- (b) except to the extent otherwise provided above in section (a) of this definition, Operating Costs exclude:
- (i) Real Estate Taxes to the extent paid by the Tenant directly to the taxing authority;
 - (ii) the costs of effecting any improvements to the Lands to comply with Applicable Laws (including Environmental Law) as same exist as of the day prior to the Commencement Date;
 - (iii) interest on, and the capital retirement of debt and ground rent payable to the landlord under any ground or other lease pursuant to which the Landlord has an interest in the Lands;
 - (iv) the cost of replacement of the Structural Elements and the replacement of the roof membrane;
 - (v) all leasing expenses, real estate brokers' fees, leasing commissions, advertising and space planners' fees;
 - (vi) Capital Tax and the Landlord's income taxes;

- (vii) net recoveries by the Landlord in respect of warranties or guarantees and insurance claims to the extent (but only to the extent) that the repair costs in respect of the work covered by such warranties or guarantees or insurance claims have been charged as Operating Costs;
 - (viii) the costs attributable to the operation, administration, management, repair and maintenance of another building or other buildings owned or operated by Landlord or its manager;
 - (ix) off-site staff or head office costs which the Landlord may wish to allocate to the Lands;
 - (x) utilities, cleaning costs and any other Operating Costs paid separately from Operating Costs by or on behalf of the Tenant;
 - (xi) depreciation or amortization of any Operating Costs except as set out in section (a)(iv) of this definition of Operating Costs;
 - (xii) management or administration fees of any kind whether to the Landlord or to third party property managers;
 - (xiii) all fines, suits, claims, demands, actions, costs, charges and expenses of any kind or nature for which the Landlord is or may become liable by reason of any neglect or wilful act or omission on the part of the Landlord or those for whom the Landlord is responsible in law responsible or by reason of any breach, violation or nonperformance by the Landlord of any of the covenants, terms or provisions contained in this Lease; and
 - (xiv) any Operating Costs, realty taxes or other costs attributable to the Lands not comprising the Property and not otherwise forming part of the Tenant's Proportionate Share of Real Estate Taxes;
- (c) there will be credited as a deduction from Operating Costs:
- (i) an amount equal to the net proceeds of insurance actually recovered by the Landlord for damage to the Property to the extent that the cost to repair such damage is included in Operating Costs;
 - (ii) an amount equal to recoveries by the Landlord in respect of warranties or guarantees relating to the construction of the Property or any part of it to the extent that the repair costs in respect of the work covered by warranty or guarantee is included in Operating Costs; and
- (d) in calculating Operating Costs there shall be no duplication of Operating Costs and such calculation shall be done in accordance with the Accounting Standard and done and allocated on a reasonable commercial basis.

"Operating Cost Statement" has the meaning given in section 3.4(b).

"Permitted Encumbrances" means the non-financial encumbrances registered against title to the Lands as of the date this Lease and any other encumbrances approved by the Tenant.

"Permitted Transferee" means any entity which is: (i) an Affiliate and only for so long as it remains an Affiliate of such original named Tenant; (ii) a successor corporation related to Tenant

by merger, consolidation, reorganization or government action; (Hi) a partnership or joint venture in which the originally named Tenant or its parent corporation or Affiliate of either of them has a substantial interest; or (iv) a purchaser of all or substantially all of the assets or shares of the Tenant (or any Permitted Transferee who at the time of such sale is the tenant by assignment or sublease) who is a bona fide arm's length third party and not an Affiliate of the Tenant (or any Permitted Transferee who at the time of such sale is the tenant by assignment or sublease).

"Person" means any person, firm, partnership or corporation, or any group or combination of persons, firms, partnerships or corporations.

"Premises" means the Property as shown for illustrative purposes in the attached Schedule "B".

"Prime Rate" means the rate of interest charged by Canadian Western Bank from time to time for commercial loans in Canadian funds to its most credit-worthy commercial customers.

"Property" means the portion of the Lands leased to the Tenant, and includes the Building and other improvements located on such portion of the Lands from time to time and the fixtures installed thereon or therein.

"Real Estate Taxes" means the aggregate of all taxes, rates, duties, levies, fees, charges (including local improvement charges) and assessments whatsoever, imposed, assessed, levied, rated or charged against or in respect of the Property (or any part of the Property) from time to time by any lawful taxing or assessing authority, whether school, municipal, regional, provincial, federal, or otherwise, and any taxes or other amounts which are imposed in lieu of, or in addition to, any of the foregoing whether or not in existence on the Commencement Date and whether of the foregoing character or not, but excluding taxes on the income or profits of the Landlord except to the extent that they are levied in lieu of the foregoing.

"Rent" means Basic Rent and Additional Rent.

"Required Conditions" means that:

- (a) the Tenant is the originally named Tenant or a Permitted Transferee and is itself in actual occupation of and actually carrying on business from the whole of the Premises; and
- (b) the Tenant has paid all Rent and there is not then an Event of Default that remains uncured beyond the applicable cure period.

"Structural Elements" means those parts of the building consisting of the footings and foundations, structural columns and beams, structural sub floors, bearing walls, curtainwalls and the component parts of each of the foregoing.

"Tenant" means RBee Aggregate Consulting Ltd., and includes successors, affiliates and permitted assigns of the Tenant.

"Tenant's Proportionate Share" is deemed to be 75%.

"Tenant's Work" means the work and improvements located on the Lands by the Tenant defined in Schedule "E".

"Term" means the term of this Lease as specified in section 1.1(f), unless terminated sooner and includes all renewals and extensions of the Term.

"Transfer" means all or any of the following, whether by conveyance, written agreement or otherwise: (i) an assignment of this Lease in whole or in part; (ii) a sublease of all or any part of the Premises; (iii) the sharing or transfer of any right of use or occupancy of all or any part of the Premises; and (iv) any mortgage, charge or encumbrance (collectively, the **"Charge"**) of this Lease or the Premises or any part of the Premises or other arrangement under which either this Lease or the Premises becomes security for any indebtedness or other obligation except for a Charge described in section 10.6 and excludes a change of control of the Tenant or any Permitted Transferee.

"Transferee" means the Person to whom a Transfer is or is to be made.

1.3 General Rules of Interpretation

Except as otherwise expressly provided or unless the context otherwise requires, the following provisions shall govern the interpretation of this Lease;

- (a) the terms "this Lease", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified, to this Lease taken as a whole and not to any particular section, paragraph or clause;
- (b) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;
- (c) all references to articles and schedules refer, unless otherwise specified, to articles of and schedules to this Lease;
- (d) all references to sections refer, unless otherwise specified, to sections, paragraphs or clauses of this Lease and reference to paragraphs or clauses refer to paragraphs in the same section as the reference or clauses in the same paragraph as the reference;
- (e) words and terms denoting inclusiveness (such as "include" or "includes" or "including"), whether or not so stated, are not limited by and do not imply limitation of, their context or the words or phrases which precede or succeed them;
- (f) the captions, section numbers, article numbers and the table of contents appearing in this Lease are inserted only as a matter of convenience and do not affect the interpretation or substance of this Lease;
- (g) unless otherwise stated, all dollar amounts stated in this Lease are in Canadian dollar amounts and exclusive of GST;
- (h) unless otherwise specified in this Lease, all accounting to be done under this Lease shall be done in accordance with the Accounting Standard; and
- (i) all references to federal and provincial statutes, regulations, codes and guidelines includes amendments to such statutes, regulations, codes and guidelines and successor and replacement legislation thereto unless otherwise stated to the contrary.

1.4 Net Lease

Except as expressly set out herein, (a) it is intended that this Lease is completely carefree net lease for the Landlord; (b) the Landlord is not responsible for any costs, charges, expenses or outlays of any kind arising from or relating to the Property, or to the use or occupancy of the Premises; and (c) the Tenant will pay all costs, charges, expenses and impositions of every kind arising from or relating to the

Premises and to its use, occupancy and contents and as provided in this Lease, all costs, charges, expenses and impositions of every kind arising from or relating to the Property.

1.5 Schedules

The schedules attached to this Lease are incorporated into and form an integral part of this Lease and are as follows:

Schedule "A"	- Legal Description of the Property
Schedule "B"	- Diagram of Premises
Schedule "C"	- Rules and Regulations
Schedule "D"	- Additional Provisions
Schedule "E"	- Landlord's and Tenant's Work

ARTICLE 2 DEMISE, TERM AND PROPERTY

2.1 Lease of Premises and Term

In consideration of the rents reserved and the conditions and agreements contained in this Lease on the part of the Tenant to be paid, observed and performed the Landlord demises and leases to the Tenant the Premises for the Term unless extended or renewed in accordance with Schedule "D" or terminated earlier pursuant to this Lease. The Premises are shown by a heavy black line for illustrative purposes on the diagram attached as Schedule "B". The Tenant hereby leases and accepts the Premises from the Landlord subject to the Encumbrances and covenants to pay the Rent and to observe and perform all the covenants and obligations to be observed and performed by the Tenant pursuant to this Lease.

2.2 Quiet Enjoyment

If the Tenant pays the Rent, fully performs all its obligations under this Lease and there has been no Event of Default, then the Tenant shall be entitled, subject to the provisions of this Lease, to peaceful and quiet enjoyment of the Premises for the Term.

2.3 Landlord's Work

The Landlord's Work is described in Schedule "E". If no items of Landlord's Work are specifically required to be performed in accordance with Schedule "E", the Tenant hereby acknowledges that It accepts the Premises and the Building In an "as-is" condition as of the date possession of the Premises is granted to the Tenant by the Landlord. If Schedule "E" specifically requires that certain Items of work be performed by the Landlord, the Landlord's Work shall consist only of the items of work described under the heading "Landlord's Work" in Schedule "E". All other Leasehold Improvements which do not comprise the Landlord's Work that are to be made to the Premises shall be the Tenant's Work and shall be done at the Tenant's cost in accordance with the terms of this Lease.

2.4 Tenant's Work

The Tenant's Work is described in Schedule "E". The Tenant shall complete all Tenant's Work in a good and workmanlike manner to the Landlord's satisfaction and in accordance with the plans, drawings and specifications approved by the Landlord and in accordance with the terms of this Lease.

ARTICLE 3 RENT AND OPERATING COSTS

3.1 Covenant to Pay

The Tenant will pay to the Landlord at its address set out in section 1.1(a), or to such other place as designated in writing by the Landlord from time to time, the Basic Rent and Additional Rent promptly when due payable in lawful money of Canada without any deduction, abatement, set-off, or compensation.

3.2 Basic Rent

From and after the Commencement Date, the Tenant will pay to the Landlord, without any prior demand therefor, as Basic Rent and throughout the Term, payable in equal monthly instalments in advance on the 1st day of each month during the Term, the amount set out in section 1.1(f).

Basic Rent accrues from day to day. If Basic Rent begins to accrue on any day other than the first day of a calendar month, the Tenant will pay in advance on that day a portion of the Basic Rent prorated on a daily basis from that day to the end of the month based upon a period of 365 days.

3.3 Additional Rent Treated as Rent

The Landlord has all the rights against the Tenant for default in payment of Additional Rent that it has against the Tenant for default in payment of Basic Rent.

3.4 Payment of Operating Costs

Except as may otherwise be provided in this Lease, the Tenant will pay to the Landlord throughout the Term the Operating Costs.

- (a) Before the beginning of the Term and for each financial period selected by the Landlord thereafter, the Landlord will estimate and allocate and may, during a financial period, re-estimate or re-allocate Operating Costs for the ensuing financial period on a reasonable basis and will notify the Tenant of the amount of the Operating Costs which the Tenant will pay to the Landlord without any prior demand therefor, as Additional Rent, in equal monthly instalments in advance on the first day of each month during the financial period. Within 90 days from the date when all information necessary to calculate actual Operating Costs becomes available after the end of each financial period, the Landlord will provide the Tenant with a statement of actual Operating Costs (the "**Operating Cost Statement**") in reasonable detail. Any readjustment required will be made without interest in the following manner. If the Tenant has overpaid, the Landlord will provide a refund of the overpayment to the Tenant when it delivers the statement to the Tenant. If the Tenant has underpaid, the Tenant will pay the difference to the Landlord, as Additional Rent, within 30 days after receipt of the Operating Cost Statement. If Operating Costs have not been finally determined before the end of the Term, the readjustment obligation will survive the end of the Term. The Landlord may, from time to time, alter the financial period selected; in which case, appropriate adjustments will be made.
- (b) Each party shall have 6 months from the delivery of the Operating Cost Statement in 3.4(b), within which it may make a written claim for a readjustment of the Operating Costs based upon an error of estimation, determination or calculation of the Operating Costs. In the case of any dispute over the determination or calculation of the Operating Costs, a report from an accountant (the "**Accountant**") in connection with such claim will be conclusive and binding on the parties. The Accountant shall be selected in accordance

with section 17.1(a). The Landlord shall make all information and accounting records pertaining to Operating Costs in question available to the Accountant.

- (c) Where the Tenant pays all Operating Costs directly to the third party suppliers of such services or utilities, the Landlord shall have no obligation to deliver the Operating Cost Statement to the Tenant and the Landlord shall have no right to charge Operating Costs to the Tenant so long as the Tenant continues to pay Operating Costs directly to such third party suppliers.

3.5 Interest on Amounts in Default

If the Tenant fails to pay when due any amount of Rent, the unpaid amount will bear interest, payable monthly and compounded semi-annually, from the due date to the date of payment at an annual rate of interest that is 3% above the Prime Rate in effect at the time of the default.

3.6 Direct Payment by Tenant

For those Operating Costs which the Tenant is required under this Lease to pay directly to the applicable provider, the Tenant shall provide evidence of such payments within 15 days of request by the Landlord unless a different period is provided for under this Lease.

3.7 Rent For Irregular Periods

All payments set out herein, including, without limiting the generality of the foregoing, the Additional Rent, shall be deemed to accrue from day to day, and if for any reason it shall become necessary to calculate rent for irregular periods of less than one year an appropriate pro-rata adjustment shall be made on a daily basis in order to compute payment for such irregular period.

3.8 Payment of GST

The Tenant shall pay to the Landlord all GST applicable from time to time, calculated and payable in accordance with Applicable Laws and the Tenant shall pay such amount at the earlier of: (i) the time provided for by Applicable Laws; and (ii) the time such Rent is required to be paid under this Lease. The amount payable by the Tenant on account of GST shall be deemed not to be Rent for the purpose of such calculation but in the event of a failure by the Tenant to pay any amount, the Landlord shall have the same rights and remedies as it has in the event of a failure by the Tenant to pay Rent.

3.9 Post-Dated Cheques and Automatic Withdrawals

At the Landlord's request, the Tenant shall make all payments under this Lease by way of post-dated cheques, automatic withdrawals or electronic funds transfer from the Tenant's bank account and shall execute and deliver either concurrently with this Lease or from time to time within three Business Days following request for it, such documents as may be required by the Landlord and its bank in order to effect such payments.

ARTICLE 4 REAL ESTATE TAXES AND BUSINESS TAXES

4.1 Taxes Payable by the Landlord

The Landlord shall pay before delinquency (subject to the Tenant's payment of the Tenant's Proportionate Share of Real Estate Taxes) all Real Estate Taxes, property tax, assessment, license fee and other charges (except for the Tenant's taxes under sections 4.3), which is imposed, levied, assessed

or charged by any governmental or quasi-governmental authority having jurisdiction and which is payable in respect of the Lands.

4.2 Tenant's Share of Real Estate Taxes.

- (a) The Tenant shall pay in equal monthly instalments the Tenant's Proportionate Share of Real Estate Taxes as determined under section 4.2(b).
- (b) Prior to the Commencement Date and prior to the beginning of each Lease Year thereafter or as soon as possible thereafter, the Landlord will estimate, on a reasonable basis, and will notify the Tenant of the amount payable by the Tenant in the Lease Year in respect of Taxes under this section 4.2. The Landlord will deliver to the Tenant a statement showing in reasonable detail the information relevant and necessary to the estimation or calculation of such total amount. The Tenant will pay to the Landlord, as Additional Rent, on the first day of each month in each Lease Year, one-twelfth (1/12th) of the Landlord's estimate of such amount payable by the Tenant under this section 4.2. From time to time during the Lease Year the Landlord, acting reasonably, may re-estimate such amount for that Lease Year and may notify the Tenant of such re-estimated amount and may adjust monthly instalments for the remainder of the Lease Year so that, after crediting the Tenant for instalments paid based on the previous estimate or estimates, such re-estimated amount will be paid in full during the Lease Year. Despite the foregoing, when all information necessary to calculate such amount or such re-estimated amount, as the case may be, becomes available, including the relevant final tax bills, the Landlord will provide the Tenant with a statement showing the calculation of such amount or such re-estimated amount, as the case may be, certified by a responsible officer of the Landlord and, on the first day of the month next following the delivery of the statement by the Landlord, the Tenant will pay to the Landlord the balance of such amount or such re-estimated amount, as the case may be, after receiving credit for instalments paid based on the previous estimate or estimates. If the Tenant has paid more than such amount or such re-estimated amount, as the case may be, the Landlord will refund the overpayment to the Tenant without interest within thirty (30) days after of the delivery of such statement by the Landlord to the Tenant. If the total amount for any Lease Year has not been finally determined before the end of the Term, the parties will make any necessary readjustment in the payment of such amount or such re-estimated amount, as the case may be, immediately after it has been determined, and this obligation will survive the end of the Term. Neither party may claim a readjustment in respect of the amount paid or payable by the Tenant on account of Taxes based upon an error of estimation, determination, calculation or allocation unless claimed in writing before eighteen months (18) after the receipt of the Landlord's statement described above. In the case of any dispute over the estimation, determination, calculation or allocation of the Tenant's share of Taxes, a report from the Accountant in connection with such claim will be conclusive and binding on the parties. For a Lease Year containing fewer than three hundred and sixty five (365) days any portion of Taxes payable by the Tenant that relates to a full twelve (12) month period will be subject to a per diem pro rata reduction based on a period of three hundred and sixty five (365) days.

4.3 Business Taxes of the Tenant

- (a) The Tenant will pay to the applicable taxing authority unless otherwise directed by the Landlord, when they become due and payable, all taxes, rates, duties, levies, assessments, licence fees and other charges that are levied, rated, charged or assessed by any lawful taxing authority against the Landlord as owner of the Building or against the Tenant, in each case or in respect of (a) all Leasehold Improvements and the Tenant's trade fixtures and chattels; and (b) any business carried on in or the use or occupancy of the Premises by the Tenant, all the foregoing being collectively referred to as "Business

Taxes". The Tenant shall provide evidence of payment of the Business Taxes within 5 Business Days of when the Business Taxes are due.

- (b) The Tenant will promptly deliver to the Landlord notices of Business Taxes or other assessments that relate to the Premises that are received by the Tenant and furnish such other information in connection with Business Taxes payable by the Tenant as the Landlord reasonably requests.

4.4 Tax Appeals

Except where the Landlord fails to contest or appeal the Real Estate Taxes 30 days after being directed to do so by the Tenant, the Tenant shall not appeal any assessment or determination of the value of the Building or any portion of the Building whether or not the assessment or determination affects the amount of Real Estate Taxes, rates, duties, levies or assessments to be paid by the Tenant. If the Landlord should fail to contest or appeal the Real Estate Taxes within the 30 day period described above the Tenant shall have the right to appeal such Real Estate Taxes for and on behalf of the Landlord provided that the Tenant has furnished adequate security for the costs of such appeal, and hereby indemnifies the Landlord in respect of any additional liability or obligation arising from such appeal.

ARTICLE 5 CONTROL OF THE BUILDING

5.1 Access to the Premises by the Landlord

The Landlord may, with a minimum of five (5) Business Days' notice to the Tenant or immediately in the event of an emergency, temporarily obstruct or close off all or part of the Premises to the extent required for the purpose of maintenance, repair or replacement and do and perform such other acts as may be advisable for the proper and more efficient operation of the Property, provided however, that the Landlord uses reasonable efforts to provide temporary access to the Premises and uses reasonable efforts to minimize the disruption of the Tenant's use and enjoyment of the Premises and the conduct of its business is not adversely affected. Subject to the other provisions of this Lease, the Landlord or its agents will operate and maintain the Property in same manner as would a prudent landlord of a comparable Property in the area where the Property is located.

5.2 Signs and Advertising

The Tenant may install, at its sole cost and expense, reasonable identification signage on the Building and/or the Lands. All of the Tenant's signage and the exact location thereof shall be subject to the approval of the Landlord (such approval not to be unreasonably withheld) and shall comply with the Applicable Laws and municipal requirements governing signs. All such signage shall conform with the architectural style of the Building and shall be installed and maintained at the Tenant's cost. Upon the expiration or earlier termination of the Lease the Tenant shall, at its sole cost, remove all of its signage from the Property and repair any damage caused to the Property by the installation and/or removal of such signage. The Tenant shall be liable for all liability associated with or arising with respect to the Tenant's signage.

5.3 Rules and Regulations

The Tenant will observe and comply with and will cause employees, and all others having business with the Tenant and over whom the Tenant can reasonably be expected to exercise control, to observe and comply with the rules and regulations attached as Schedule "C". In the event of any conflict between any of the rules and regulations and any other provision of this Lease, the provisions of this Lease shall govern.

ARTICLE 6
BUILDING SERVICES AND UTILITIES

6.1 Risk of Use

The Tenant, Its employees, agents, invitees and others having business with the Tenant and all others using the Premises will do so at their own risk.

6.2 Heating and Air-conditioning

- (a) The Tenant shall be responsible for ensuring that the heating or air-conditioning systems servicing the Building are in good working order and in compliance with Applicable Laws.
- (b) If all or any part of the Building heating or air-conditioning systems requires inspection, repair or replacement, the Tenant will carry out work with all reasonable speed, having regard to the season and availability of tradesmen. The Landlord will not be liable for any indirect or consequential damages whatsoever by reason of the operation or non-operation of the heating, ventilating, air-conditioning or other Building Systems.

6.3 Utility Services, Light Bulbs

- (a) The Landlord, subject to interruption beyond its control, will provide and allow the Tenant to use all utility services (including electricity and water) from time to time serving the Building. All expenses relating to such use will form part of Operating Costs unless paid directly to the utility providers by the Tenant.
- (b) If the Tenant requires the provision of utility services in quantities that would exceed usual use for in the Building generally as determined, such supply of excess quantities shall be allowed only where the Building Systems can accommodate provision of such excess quantities. The cost of providing all such additional or non-standard utility services shall be to the Tenant's account. In case of a dispute over the reasonableness of the cost referred to in this section such dispute shall be determined by a third party engineer acceptable to the Landlord and the Tenant and the determination of such engineer shall be final and binding on the Landlord and the Tenant. In case of a dispute between the Landlord and Tenant regarding the selection of a third party engineer, the Landlord and Tenant shall select a third party engineer pursuant to section 17.1(a).

6.4 Payment of Utilities and Caretaking

The Tenant shall be responsible for the payment of all utilities to the applicable service provider when such utilities are due. In doing so the Tenant shall provide the Landlord with evidence of payment of such utilities if the Landlord so requests. The Tenant shall also be responsible for cleaning the Property, including without limitation, snow and ice removal, so that the Premises are clean and tidy in accordance with Applicable Laws and the Intended use of the Premises.

If at any time after reasonable notice from the Landlord to do so, the Tenant should fail to pay the utilities, the Landlord may pay such utilities at the cost of the Tenant and any such payment by the Landlord shall be Additional Rent.

**ARTICLE 7
USE OF THE PREMISES**

7.1 Use and Occupancy

The Tenant will not use or occupy the Premises or permit it to be used or occupied for any purpose other than for the conduct of the Tenant's business in accordance with the terms and conditions of this Lease. The Tenant's business, at the date of this Lease, is comprised of all facets involved with mobile rock and gravel crushing services and ancillary uses as such may exist at the date of this Lease or as such business may change from time to time provided any substantial change in use shall require the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed. The Tenant will begin to conduct its business operations in the Premises, on the Commencement Date and will thereafter do so throughout the Term in the whole of the Premises, subject to the provisions of this Lease.

The Tenant shall not cause, permit or maintain in or about the Premises any act which may reasonably be deemed to be a nuisance, continuing annoyance, hazard, grievance, damage or disturbance to the Landlord, other tenants, the occupiers or owners of the Lands or adjacent lands, or the public at large. The Tenant shall not do or fail to do anything that may contravene any of the Tenant's or Landlord's insurance policies, or that would subject any insurance policy to diminished coverage, cancellation, renewal refusal, or increase the cost of insurance to the Landlord.

7.2 Compliance with Applicable Laws

- (a) In performing its obligations under this Lease the Tenant shall observe and comply with the requirements of all government authorities, officials and agencies and the Applicable Laws during the Term, pertaining to or affecting the use and occupation of the Premises.
- (b) In performing its obligations under this Lease the Landlord shall observe and comply with the requirements of all government authorities, officials and agencies and the Applicable Laws during the Term, pertaining to or affecting the use and occupation of the Premises.

**ARTICLE 8
REPAIRS, ALTERATIONS, LEASEHOLD IMPROVEMENTS,
SUBSTANTIAL DAMAGE OR DESTRUCTION**

8.1 Landlord's Approval of Leasehold Improvements and Tenant's Repairs

- (a) The Tenant will not install, replace, repair or modify any Leasehold Improvements without first obtaining the Landlord's written consent, which will not be unreasonably withheld or unduly delayed. When requesting the Landlord's consent, the Tenant will submit to the Landlord such details of the proposed work as the Landlord may reasonably require, including professionally prepared drawings and specifications, proposed contracts and designs together with information on the contractors to be used to perform the work.
- (b) The Landlord's consent is conditional on the Landlord receiving from the Tenant, before any work is begun, satisfactory evidence that the Tenant has obtained, at its expense, insurance coverage as set out in section 9.1 herein and all necessary government consents, permits and licences. The Tenant shall pay Expert's fees incurred by the Landlord, if an Expert is appointed to review plans and specifications whether or not all or any of the work proceeds.
- (c) All work referred to in section 8.1(a) will be performed in accordance with: (i) the details, drawings and specifications approved by the Landlord; (ii) reasonable conditions and controls required by the Landlord; (iii) the requirements of all government and regulatory

authorities claiming jurisdiction; and (iv) Applicable Laws. All such work shall be performed by competent workmen. Such work is to be completed at the Tenant's risk and expense as expeditiously as possible in a good and workmanlike manner.

- (d) Notwithstanding any other provision of this Lease, if any work that the Tenant proposes to do or have done or any work that the Landlord requires to be done, should or is customarily done by electrical or mechanical contractors, then such work must be done only by the Landlord's electrical or mechanical contractor or the Tenant's electrical or mechanical contractor approved by the Landlord, acting reasonably. Moreover, if any work could affect or interfere with the Structural Elements or any of the Building Systems, in the reasonable opinion of the Landlord, then the Landlord may choose to have its own contractors perform that portion of the work, at the Tenant's cost, if its own contractors will do the work at rates competitive with those charged by other first-class contractors or the Landlord may allow the Tenant's contractors to perform such work upon prior written approval by the Landlord. The Tenant may not do, or have done any work which in the Landlord's reasonable opinion may weaken or endanger the Structural Elements or adversely affect the condition or operation of, or diminish the value of any part of the Building or the Building Systems or affect or interfere with the outside appearance of the Building.
- (e) Performance by or on behalf of the Tenant of any work without the Landlord's consent or without complying with the provisions of this section 8.1 constitutes a default under this Lease and in addition to the Landlord's other remedies, the Landlord may require the Tenant at the Tenant's cost, to promptly remove the work or that part of the work to which the Landlord objects and to restore the Premises to its previous condition.
- (f) Except for trade fixtures and Leasehold Improvements which are removed pursuant to section 12.3, all Leasehold Improvements in or upon the Premises shall become the property of the Landlord without compensation to the Tenant at the end of the Term.

8.2 Tenant to Discharge All Liens

- (a) The Tenant will at all times during the period that the Tenant has possession of the Premises under this Lease prior to the Commencement Date and throughout the Term promptly pay all its contractors, suppliers and workmen and all charges incurred by or on behalf of the Tenant, its subtenants or any other persons occupying the Premises for any work, material or services that may be done, supplied, or performed at any time in respect of the Premises. The Tenant will do everything necessary to ensure that no builders' lien pertaining to such charges is registered against the Premises. If any such builders' lien arises or is preserved or perfected, the Tenant will discharge it or cause it to be discharged immediately at the Tenant's expense except where the Tenant is diligently contesting in good faith the claim under any builder's lien and as long as the Tenant pays the disputed amount into court or posts the necessary security so that the builders' lien can be discharged from title.
- (b) If the Tenant fails to discharge or cause to be discharged any such builders' lien immediately or if the Tenant fails to diligently contest in good faith the claim under any such builder's lien in accordance with section 8.2(a), then in addition to the Landlord's other remedies, the Landlord may, but need not, discharge such lien by paying the amount claimed to be due under such lien into court and the amount so paid by the Landlord and costs incurred by the Landlord as result of the registration or obtaining a discharge of any such builders' lien will be due and payable, as Additional Rent, within 15 days after receipt of an invoice from the Landlord.

8.3 Tenant to Notify Landlord of Damage

The Tenant will promptly notify the Landlord of damage to, or deficiencies or defects in, any part of the Premises or any Building System serving, or located in the Premises regardless of whether It is the Landlord or the Tenant that is obligated to repair the damage, deficiency or defect.

8.4 Repair by the Landlord

- (a) Subject to section 8.6 and except for such degree of wear and tear as shall be reasonable, the Landlord will at all times throughout the Term maintain, repair and replace in a good and substantial state of repair
 - (i) the Structural Elements;
 - (ii) the roof, the roof membrane and the other roof component parts, the other portions of the weather envelope and the curtainwall of the Building;
 - (iii) the Building Systems; the Landlord will have a reasonable time within which to effect any maintenance, repairs or replacements of the Building Systems; and
 - (iv) the parking areas and roadways including periodic resurfacing, repairs, maintenance and replacement to all sewer and utilities located on the Property that are not the responsibility of the utility service providers or the municipality where the Property is located; and ail fences located on the Property and such other improvements located on the Lands, in a manner consistent with the actions of a prudent owner of commercial real estate.
- (b) Notwithstanding any other provision contained in this Lease, if the Property or any part of It requires repair, restoration or replacement or becomes impaired, damaged or destroyed through the negligence, carelessness, misuse or deliberate act of the Tenant, its employees, invitees or others for whom the Tenant is legally responsible, the Landlord shall make such repairs, restoration or replacement and the Tenant will be liable for the cost of such repairs, restoration or replacement.
- (c) Notwithstanding any other term of this Lease, the Landlord shall not perform any repair or replacement of any of the items referred to in this section 8.4 where such repair or replacement would be considered to be an expenditure on account of a Capital Cost or any other repair or replacement that might be considered to be on account of a Capital Cost unless the Tenant has been advised in writing by the Landlord as to the amount of such expenditure, the resulting schedule of amortized payments and resulting increase in Operating Costs for each Lease Year if such expenditure is approved by the Tenant and the Tenant has approved such items and the repair or replacement thereof. Notwithstanding the foregoing provisions of this subsection, the Tenant's approval shall not be required where:
 - (i) the Landlord believes, acting reasonably and in good faith, that the completion of the repairs or replacement in question is a matter of immediate safety; or
 - (ii) the completion of the repairs or replacement In question is required by Applicable Laws.
- (d) The Landlord may direct the Tenant to perform the foregoing repairs on behalf of the Landlord. If the Landlord so directs, then the Tenant shall perform or cause such repairs to be performed in accordance with the requirements of this Lease, but as agent for the

Landlord, and all such costs shall be to the account of the Landlord and, at the option of the Tenant, shall be credited against Rent as it comes due under this Lease. If such costs are not off set as such a credit, then such amounts will be due to the Tenant from the Landlord on 30 days' written notice from the Tenant to the Landlord.

8.5 Repair by the Tenant

- (a) The Tenant will at all times throughout the Term, at its sole expense but subject to sections 8.4 and 8.6 and except for such degree of wear and tear as shall be reasonable, maintain the Premises (other than the portion of the Property for which the Landlord is responsible to repair under this Lease) in a good and substantial state of repair which includes, but is not limited to, periodic repainting and redecorating of the interior of the Premises, cleaning of carpets and other floor coverings and curtains, drapes and other window coverings at reasonable intervals.
- (b) The Tenant will permit the Landlord and its authorized agents to enter the Premises from time to time to examine the condition of the Premises and to view the state of repair upon receipt of at least 24 hours written notice. If the Landlord finds that the state of repair or decoration of the Premises is not in accordance with the Tenant's obligations under this Lease, the Tenant will make all needed repairs and replacements and attend to necessary repainting and redecorating with due diligence and dispatch. In exercising its right of entry under this subsection the Landlord will make reasonable efforts to minimize interference with the Tenant's business operations.

8.6 Substantial Damage or Destruction

- (a) In this section, "unoccupiable" means unfit for occupancy by the Tenant for the purposes of carrying on its business and "occupiable" means fit for occupancy by the Tenant for the purposes of carrying on its business in each case as determined by the Architect.
- (b) If damage or destruction by any cause renders all or part of the Building unoccupiable, the Landlord, subject to subsections (d) and (e), will repair and restore the Building (other than the Leasehold Improvements) with all reasonable diligence. The Landlord will notify the Tenant upon substantial completion of its work and, subject to section 8.1, the Tenant will then immediately begin and expeditiously complete reconstruction and repair of the Leasehold Improvements and redecoration of the Premises, as required.
- (c) If, in the Architect's opinion, all or part of the Premises is unoccupiable, then, Basic Rent and the Operating Costs (the foregoing hereinafter being collectively called "**Abatable Amounts**") will abate from the date of the damage or destruction until the Premises is again occupiable in the proportion to that the part of the Premises that is unoccupiable bears to the usable area of the Building. The amount of the abatement will diminish proportionately as repairs are made and more of the Premises are returned to an occupiable state.
- (d) Notwithstanding subsection (b) where, in the Architect's opinion, damage or destruction by any cause has rendered more than 50% of the usable area of the Building unoccupiable and it will take more than 180 days to return substantially all the Premises to an occupiable state, then the Landlord or the Tenant may terminate this Lease by giving the other party written notice no later than 45 days after the date of the damage or destruction. If neither party has chosen to terminate this Lease within the 45 day period, the provisions of subsection (b) will apply.

- (e) Notwithstanding subsection (b), where, in the Architect's opinion, damage or destruction by any cause has rendered more than 25% of the usable area of the Building unoccupiable, and if the Building or any of the Building Systems is destroyed to such a material extent that in the Architect's opinion, the Building should be totally demolished then whether or not the Landlord intends to reconstruct the Building in whole or in part and whether or not all or part of the Premises is rendered unoccupiable by such occurrence, either party may terminate this Lease by giving the other party written notice no later than 45 days after the date of the damage or destruction. If neither party has chosen to terminate this Lease within such 45 day period, the provisions of subsection (b) will apply.
- (f) If either party exercises its right to terminate this Lease pursuant to subsection (d) or (e), the Term will expire on the date which is 30 days after delivery of the notice terminating this Lease. Upon expiry of the Term, the Tenant will surrender the Premises and all its interest therein to the Landlord and the Abatable Amounts and other payments that should appropriately be apportioned will be apportioned to the date of termination. The Tenant will remain liable to the Landlord for all sums accrued due under this Lease to the expiry of the Term, and the Landlord may re-enter and repossess the Premises discharged of this Lease.
- (g) The Landlord shall not be obligated to rebuild the Building or any part of it in accordance with the original drawings and specifications. No damages, compensation or claim whatsoever will be payable by the Landlord for Inconvenience, loss of business or annoyance or other loss or damage whatsoever arising from the occurrence of and such damage to or destruction of the Premises or of the Building or its repair or restoration.
- (h) A statement from the Architect as to whether all or part of the Premises or the usable area of the Building is occupiable or unoccupiable, as to the extent to which the Premises or the usable area of the Building is occupiable or unoccupiable, or as to the length of time it will take to repair the damage or destruction to the state in which the Tenant can again use substantially all the Premises for its business, will be conclusive and binding on the Landlord and the Tenant.

ARTICLE 9 INSURANCE

9.1 Tenant's Insurance Coverage

The Tenant will take out and keep in force, at its expense, throughout the Term and during such other times as the Tenant occupies of the Building:

- (a) insurance in respect of fire and such other perils as are from time to time defined in the usual "all risks" endorsement including sprinkler leakages, covering all Leasehold Improvements and the Tenant's trade fixtures and chattels and all property located in the Building for which the Tenant is legally responsible for the full replacement cost, on a stated amount basis;
- (b) comprehensive broad form boiler and machinery insurance on a blanket repair and replacement basis in respect of Leasehold Improvements, boilers, pressure vessels, air conditioning equipment and miscellaneous electrical apparatus placed in the Premises by or on behalf of the Tenant, with limits for each occurrence in an amount not less than \$2,000,000.00; and

- (c) comprehensive general liability insurance covering bodily injury, death, property damage, personal liability, contractual liability, non-owned automobile liability, employer's liability and contractor's protective insurance coverage, all on a claims made basis with limits of not less than \$5,000,000.00 per occurrence with respect to: (i) the Premises; (ii) the business carried on in or from the Premises; (iii) use or occupancy of the Premises and of any other part of the Building by the Tenant, its subtenants, concessionaires, licensees and other persons conducting business in or from the Premises and non-occupancy of the Premises; and (iv) all construction, installation, alteration or repair of, in or to the Premises by or on behalf of the Tenant; and tenants' legal liability insurance for the full replacement cost of the Premises. Such policies or coverages must contain a severability of interests clause and a cross-liability clause.

9.2 Policy Requirements

- (a) Insurance policies required to be maintained by the Tenant must: (i) be on reasonable commercial terms and be non-contributing with, and applicable only as primary and not as excess to, any other insurance available to the Landlord or the Mortgagee, if any; (ii) not be invalidated as respects the interests of the Landlord and of the Mortgagee, if any, by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies; (iii) contain an agreement on the part of the insurer to notify the Landlord and the Mortgagee, if any, in writing at least 30 days before any cancellation of the policy; (iv) to the extent available without cost to the Tenant contain a waiver of subrogation by the Tenant's insurers in favour of the Landlord, and any Person for whom it is legally responsible (including, without limitation, its property manager, its asset manager, its agents and employees); and (v) all policies of liability insurance shall include the Landlord as additional insured, and shall provide that the Landlord shall be insured in the same manner and to the same extent as if a separate policy of insurance had been issued thereto.
- (b) Insurance policies required to be maintained by the Tenant pursuant to sections 9.1(a) and 9.1(b) must, if there is a Mortgagee, contain a standard mortgage clause.
- (c) The Tenant will submit to the Landlord a certificate of insurance before the beginning of the Term and thereafter whenever requested by the Landlord, acting reasonably, evidencing compliance with the requirements of this Article 9. The Tenant will submit to the Landlord a certificate of insurance evidencing the renewal of the existing policy or its satisfactory replacement upon receipt of such certificate from its insurer. The Landlord may require the Tenant to submit a certificate of insurance to evidence compliance with the requirements of Article 9 before the Tenant is permitted access to the Premises. No review or approval of any such insurance certificate or policy by the Landlord will derogate from or diminish the Landlord's rights or the Tenant's obligations contained in this Lease.

9.3 Tenant's Failure to Insure

If (i) the Tenant fails to take out or to keep in force or renew any insurance referred to in section 9.1 or fails to submit satisfactory evidence that such insurance is in place within a reasonable period after request therefor by the Landlord; or (ii) the Landlord or a Mortgagee, acting reasonably and in good faith, has notified the Tenant in writing with written reasons that it does not approve of a policy or certificate of insurance and has given the Tenant its reasons for not approving the policy or certificate and the Tenant has not begun diligently to rectify the situation within 72 hours after written notice from the Landlord or Mortgagee (or such shorter period as the Landlord may reasonably require, having regard to the urgency of the situation) or has not thereafter proceeded diligently to complete the rectification of the situation, then, in either case, the Landlord may, but need not, effect the insurance at the Tenant's expense and without prejudice to the Landlord's other rights and remedies.

9.4 Protection of Landlord's Insurance

- (a) The Tenant will not do or permit to be done on or about the Premises anything which may cause the cancellation of or an increased premium for any insurance required on its part under this Article 9. The Tenant will promptly comply with all requirements of: (i) the Insurers Advisory Organization of Canada or any successor or similar organization; (ii) the Landlord's insurers; and (iii) all insurance policies now or in the future in effect, pertaining to or affecting the Building.
- (b) Without being considered a waiver by the Landlord of the Tenant's obligation in section 9.4(a), if any act or omission of the Tenant or of anyone for whom the Tenant is legally responsible causes or results in any increase of premiums for the insurance from time to time carried by the Landlord in respect of the Building (whether direct damage or liability) the Tenant will be liable to the Landlord for such increase in premiums.
- (c) If any act or omission of the Tenant or of anyone for whom the Tenant is legally responsible in the Building or any part of it, causes or could result in the cancellation of, or the reduction in coverage under, any insurance policy (direct damage or liability) relating to the Building, and if the Tenant fails to remedy that condition within 48 hours after notice thereof the Landlord or its agents may, but need not, enter the Premises and remedy that condition (including removal of any offending article) at the Tenant's cost.

9.5 Landlord's Insurance

- (a) The Landlord has taken out and shall keep in force throughout the Term:
 - (i) insurance on the Building in respect of fire and such other perils as are from time to time defined in the usual extended coverage endorsement in an amount equal to the full replacement cost of the Building, the Building Systems and other improvements located on the Lands (but which shall include the cost of foundations and permit a reasonable deductible amount to be assumed by the Landlord consistent with prudent practice in the commercial real estate industry);
 - (ii) boiler, pressure vessels and machinery insurance in respect of any boilers, pressure vessels and machinery operated in the Building (other than in the Premises or other areas that are rented) in an amount of at least \$5,000,000.00 for any one accident;
 - (iii) comprehensive general liability insurance in reasonable amounts and in any event not less than \$5,000,000.00 on a per claims made basis, and with an aggregate amount for all annual occurrences of not less than \$10,000,000.00 for claims for personal injury or Premises damage arising out of any one occurrence and such other coverage as the Landlord deems necessary or advisable in respect of the Building in such amounts as prudent landlords of properties comparable to the Building would insure for; and
 - (iv) loss of rental income insurance on a Gross Rental Form basis.
- (b) Insurance policies required to be maintained by the Landlord must: (i) be on reasonable commercial terms and be non-contributing with, and applicable only as primary and not as excess to, any other insurance available to the Tenant, if any; (ii) not be invalidated as respects the interests of the Tenant and its lenders, if any, by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies; (iii) contain an agreement on the part of the insurer to notify the Tenant in writing

at least 30 days before any cancellation of the policy; and (iv) contain a waiver of subrogation by the Landlord's Insurers in favour of the Tenant, and any Person for whom it is legally responsible (including, without limitation, its agents and employees).

- (c) Upon the request of the Tenant from time to time the Landlord will furnish certificates of insurance to evidence coverage for the perils in respect of which and the amounts to which it has insured the Building and the other Improvements located on the Lands to the extent required by this Lease.

ARTICLE 10 TRANSFERS BY TENANT

10.1 Transfers by the Tenant

The Tenant shall not enter into, consent to, or permit any Transfer without the prior written consent of the Landlord, which consent shall not be unreasonably withheld but shall be subject to the Landlord's rights under section 10.2. Notwithstanding any statutory provision to the contrary, it shall not be considered unreasonable for the Landlord to withhold its consent if, without limiting any other factors or circumstances which the Landlord may reasonably take into account:

- (a) an Event of Default on the part of the Tenant hereunder has occurred and is continuing;
- (b) in the Landlord's reasonable opinion:
 - (i) the financial background of the proposed Transferee is not satisfactory; or
 - (ii) the nature or character of the proposed business of the proposed Transferee is unethical, immoral or illegal; or
- (c) the proposed Transferee or any principal of the proposed Transferee or any shareholder of the proposed Transferee has a history of defaults under other commercial agreements or does not have a satisfactory history of compliance with Applicable Laws.

Any consent by the Landlord to a Transfer shall not constitute a waiver of the necessity for the Landlord's consent to any subsequent Transfer.

10.2 Tenant's Notice of the Transfer

If the Tenant intends to effect a Transfer the Tenant shall give prior notice to the Landlord of such intent specifying the identity of the Transferee, the type of Transfer contemplated, the part of the Premises affected and the financial and other terms of the Transfer, and shall provide such financial, business or other information relating to the proposed Transferee and its principals as the Landlord or any Mortgagee reasonably requires, together with copies of all documents which record the particulars of the proposed Transfer. The Landlord shall, within 15 days after having received such notice and all requested information and in accordance with the provisions of this Lease:

- (a) notify the Tenant either that it consents to the Transfer; or
- (b) notify the Tenant it does not consent to the Transfer and provide written reasons to the Tenant for not consenting to the Transfer,

failing which the Landlord shall be deemed to have consented to the Transfer.

10.3 Conditions of Transfer

The following terms and conditions apply in respect of a Transfer:

- (a) prior to the Transfer being made and becoming effective, the Tenant and the Transferee shall execute and deliver a consent agreement in a form acceptable to the Landlord and Tenant, both acting reasonably, agreeing to be bound by this Lease;
- (b) notwithstanding any Transfer, the Tenant shall remain liable under this Lease and shall not be released from performing any of the terms of this Lease unless the financial terms of the Lease are amended or the Term is renewed or extended; and
- (c) notwithstanding the effective date of any permitted Transfer as between the Tenant and the Transferee, all Rent for the month in which such effective date occurs shall be paid in advance by the Tenant so that the Landlord will not be required to accept partial payments of Rent for such month from either the Tenant or the Transferee.

10.4 Permitted Transfers

Notwithstanding section 10.1 and provided that the Required Conditions are satisfied, the Tenant shall have the right on prior notice to the Landlord, but without being required to obtain the Landlord's consent, to effect a Transfer in compliance with section 10.3 in favour of a Permitted Transferee. A transfer to a Permitted Transferee shall not be effective until such time as all of the requirements of section 10.3 are complied with.

10.5 No Advertising

The Tenant shall not advertise that the whole or any part of the Premises are available for a Transfer and shall not permit any broker or other Person to do so unless the text and format of such advertisement is approved in writing by the Landlord. No such advertisement shall contain any reference to the rental rate of the Premises.

10.6 Permitted Charges

Notwithstanding anything else contained in this Lease to the contrary, the Landlord confirms that the Tenant's current credit facilities and the charges thereunder are permitted charges so far as they relate to this Lease and that any amendment or replacement of such credit facilities and charges arising out of such amendments or replacements shall be permitted charges under this Lease.

ARTICLE 11 DEFAULT

11.1 Landlord's Right to Cure

Whenever there is a default under this Lease by the Tenant, in addition to all the Landlord's other rights and remedies under this Lease, by statute, at common law or in equity, the Landlord may, but need not remedy or attempt to remedy the default and in so doing may make payments due or alleged to be due by the Tenant to third parties and may, enter the Premises to perform work or do other things. The Landlord is not responsible to the Tenant for loss or damage resulting from such entry or action by the Landlord unless caused by the negligence of the Landlord and nothing the Landlord does under this section is a re-entry or a breach of the Landlord's covenant for quiet enjoyment.

11.2 Right to Re-enter

- (a) If and whenever any of the following events (an "**Event of Default**") occur:
- (i) any Rent is in arrears and is not paid within 5 days after notice from the Landlord;
 - (ii) the Tenant has breached any of its obligations in this Lease (other than the payment of Rent) and such breach is capable of being remedied and is not otherwise listed in this section and the Tenant after written notice from the Landlord;
 - (A) fails to remedy such breach within 15 days (or such shorter period as may be provided in this Lease); or
 - (B) if such breach cannot be reasonably remedied within such 15 day period or such shorter period, the Tenant fails to commence to remedy such breach within such 15 day period or such shorter period or thereafter fails to proceed diligently to remedy such breach;
 - (iii) the Tenant is bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors; or
 - (iv) a receiver, interim receiver, trustee, liquidator or a receiver and manager is appointed for all or part of the Tenant's property or business or of an occupants property or business; or
 - (v) steps are taken or an action or proceedings are instituted by any Person or party for the dissolution or winding-up of the Tenant or for the liquidation of its assets; or
 - (vi) the Tenant breaches Article 10 regarding Transfers; or
 - (vii) this Lease, the Term or any of the Tenant's assets are seized, attached or taken in execution; or
 - (viii) re-entry is permitted elsewhere pursuant to this Lease; or
 - (ix) the Tenant allows any of its insurance to lapse and fails to rectify the situation within 72 hours after written notice from the Landlord or Mortgagee, as set out in section 9.3 hereof, and the Landlord or Mortgagee does not itself elect to effect such insurance,

then, in every such case, in addition to and without prejudice to all other rights, the Landlord may immediately re-enter the Premises or any part of them in the name of the whole and have again, repossess and enjoy them as of its former estate. In such event the Landlord may remove all personnel and property from the Premises and store any removed property in a public warehouse or elsewhere (including upon other premises owned by the Landlord, or elsewhere in the Building or on the Lands) at the cost of and for the account of the Tenant, or sell or otherwise dispose of any property on the Premises as the Landlord considers advisable at a public or private sale, all without service of notice or resort to legal process and without the Landlord being considered guilty of trespass or becoming liable for any loss or occasioned thereby. For certainty, this right of re-entry applies to all the Tenant's covenants in this Lease, whether positive or negative.

- (b) Immediately upon the occurrence of any of the events referred to in subparagraphs (iii) to (v) inclusive of subsection (a) and in addition to and without prejudice to all of the Landlord's other rights, the full amount of the current month's instalment of Rent together with the next 3 month's instalments of Rent all of which will be considered to be accruing due on a day-to-day basis, will become due and payable as accelerated rent and will be recoverable by the Landlord in the same manner as the rents hereby reserved and as if Rent were in arrears,

11.3 Right to Relet

If the Landlord chooses to re-enter the Premises, or if it takes possession pursuant to legal proceedings or pursuant to any notice provided for by law it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as it considers necessary to relet the Premises or any part of them, as the Tenant's agent, for such term or terms (which may be for a term extending beyond the Term) and at such rent and upon such other terms and conditions as the Landlord in its sole discretion considers advisable. Upon each such reletting all rent received by the Landlord from the reletting will be applied, first to the payment of any indebtedness from the Tenant to the Landlord other than Basic Rent or Additional Rent due under this Lease; second, to the payment of any costs and expenses of the reletting including, but not limited to, brokerage fees and legal fees and of costs of alterations and repairs and of costs of tenant inducements; third, to the payment of Basic Rent and Additional Rent due and unpaid under this Lease; and the residue, if any, will be held by the Landlord and applied in payment of future Rent as it becomes due and payable. If rent received from the reletting during any month is less than that to be paid under this Lease during that month by the Tenant, the Tenant will pay the deficiency, which will be calculated and paid monthly in advance on or before the first day of each and every month. No such re-entry or taking of possession of the Premises by the Landlord will be construed as a choice on its part to terminate this Lease unless a written notice of such intention is given to the Tenant either at the time of re-entry or at any time thereafter. Notwithstanding any such reletting without termination the Landlord may at any time thereafter choose to terminate this Lease for the previous breach.

11.4 Right to Damages

If the Landlord at any time terminates this Lease for any breach, in addition to all its other remedies, it may recover from the Tenant all damages it incurs by reason of the breach, including the cost of recovering, altering and reletting the Premises, reasonable legal fees (on a solicitor and his own client basis) and including the value at the time of the termination of the excess, if any, of the amount of Basic Rent and Additional Rent required to be paid pursuant to this Lease for the remainder of the Term over the then reasonable rental value of the Premises for the remainder of the Term, all of which amounts will be immediately due and payable by the Tenant to the Landlord.

11.5 Expenses

- (a) If legal action is brought for recovery of possession of the Premises or for the recovery of Basic Rent or Additional Rent, or because of the breach of any term, or covenant or non-compliance with any condition contained in this Lease to be performed or complied with on the part of the Tenant, and a breach or non-compliance is established, the Tenant will pay to the Landlord all expenses incurred in connection with the action, including solicitor's fees (on a solicitor and his own client basis) to the extent the Tenant is determined to be liable by a court or an arbitrator.
- (b) If legal action is brought because of the breach of any term, or covenant or non-compliance with any condition contained in this Lease to be performed or complied with on the part of the Landlord, and a breach or non-compliance is established, the Landlord will pay to the Tenant all expenses incurred in connection with the action, including

solicitor's fees (on a solicitor and his own client basis) to the extent the Landlord is determined to be liable by a court or arbitrator.

11.6 Waiver of Exemption for Distress

The Tenant waives and renounces the benefit of any present or future applicable legislation which takes away or limits the Landlord's right of distress, and agrees that the Landlord shall have the right to distrain for Rent against all goods, chattels and effects on the Premises or at any other place to which they have been removed. This section may be pleaded as an estoppel to bar the Tenant from denying the waiver contained herein.

11.7 Default of Payment Collectible as Additional Rent

If the Tenant is in default in the payment of any amount or charge pursuant to this Lease, they will be collectable as Additional Rent, Immediately on demand and without limiting any other remedy of the Landlord. The Landlord may apply sums received from or due to the Tenant as the Landlord sees fit.

11.8 Remedies are Cumulative

Mention in this Lease of a particular remedy of the Landlord or the Tenant in respect of a default by the other does not preclude or prejudice such party from exercising any other available remedy in respect of that default. No remedy is exclusive or dependent upon any other remedy, but the party entitled to do so may from time to time exercise one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

11.9 Act of Subtenants

An act or omission on the part of a subtenant of the Tenant that if done, or omitted to be done, by the Tenant would constitute a breach of a covenant or condition in this Lease or would impose obligations on the Tenant or entitle the Landlord to exercise remedies is considered for all purposes to be the act or omission of the Tenant and entitles the Landlord to enforce its remedies under this Lease or at law against the Tenant.

11.10 Tenant's Right to Cure

Whenever there is a default under this Lease by the Landlord, in addition to all the Tenant's other rights and remedies under this Lease, by statute, at common law or in equity, the Tenant may, but need not remedy or attempt to remedy the default and in so doing may make payments due or alleged to be due by the Landlord to third parties. Where any amount is owed to the Tenant by the Landlord under this Lease, the Tenant may off set such amount against any amount owing by the Tenant to the Landlord under this Lease or any other agreement between the Tenant and the Landlord or between the Tenant's Affiliates and the Landlord. The Tenant is not responsible to the Landlord for loss or damage resulting from such action by the Tenant unless caused by the negligence of the Tenant.

ARTICLE 12 SURRENDER AND OVERHOLDING

12.1 Overholding

If the Tenant remains in possession after the end of the Term with the express consent of the Landlord but without written agreement there is no tacit renewal or extension of the Term notwithstanding any statutory provisions or legal presumption to the contrary and a tenancy from year to year will not be implied by law. The tenancy will be considered as a monthly tenancy only at a monthly Basic Rent payable in advance on the first day of each month equal to 150% of the amount of the last monthly

instalment of annual Basic Rent immediately theretofore payable and subject to termination by either the Landlord or the Tenant on one month's notice to the other and otherwise upon the same agreements and conditions of this Lease (including payment of Additional Rent) except as to the length of the tenancy and except for any renewal or extension options.

12.2 Surrender of the Premises

At the expiration or earlier termination of this Lease and without notice, the Tenant shall at its expense:

- (a) surrender all keys and security devices for the Premises to the Landlord at the place then fixed for the payment of Basic Rent and inform the Landlord of all combinations of all locks, safes and vaults of any kind and the code for any security devices, in or for the Premises;
- (b) remove all the Tenant's trade fixtures and such Leasehold Improvements as required under section 12.3;
- (c) peaceably surrender and yield up vacant possession of the Premises to Landlord, after the removal of all the Tenant's trade fixtures and such Leasehold Improvements as required under section 12.3, in a clean, broom swept and tidy condition and, subject to reasonable wear and tear, in as good condition and state of repair as the Tenant is required to maintain the Property throughout the Term; and
- (d) remove any material which may be deemed by any applicable legislation, or by any governmental authority, or by the Landlord, as a Hazardous Substance which has been brought onto the Property by the Tenant or which is a result of the Tenant's use or occupation of the Premises, and the Tenant shall immediately repair, at the Tenant's expense, all damages to the Property caused by such removal.

If the Premises are not surrendered at the time and in the manner set out in this section, the Tenant shall promptly indemnify and hold harmless the Landlord from and against any and all claims resulting from the delay by the Tenant in so surrendering the Premises, including any claims made by any succeeding tenant or occupant founded on such delay. The Tenant's obligation to observe and perform the provisions of this section shall survive the expiration or earlier termination of this Lease.

12.3 Removal of Leasehold Improvements and Chattels

- (a) The Tenant may, upon the expiry or earlier termination of the Term, remove at its own expense, some or all of the Leasehold Improvements. Except for damage to the Premises caused by such removal, the Tenant shall not be obliged to restore the Premises to the same condition as existed prior to the installation of such Leasehold Improvements.
- (b) The Tenant may during the Term in the normal course of its business remove its trade fixtures, or its goods or chattels but only if (i) the goods, chattels, or trade fixtures have become surplus for the Tenant's purposes or the Tenant is replacing them with new or first class goods, chattels or trade fixtures of equal or greater value; and (ii) the Tenant is not in default under this Lease; and (iii) the removal is done at the Tenant's sole cost and expense and without damage to the Premises or to other parts of the Building; and (iv) in the case of trade fixtures that are attached or affixed to the Premises, the Tenant has first notified the Landlord in writing of its intention to remove the trade fixtures. The Tenant will, at the end of the Term, at its own expense, remove all its trade fixtures. If the Tenant does not remove its trade fixtures at the end of the Term, the trade fixtures will, at the

Landlord's option, become the Landlord's property absolutely and the Landlord may remove them from the Premises and sell or dispose of them in such a manner as it considers advisable. To the extent that any costs of removal or restoration are not recovered from the net proceeds of sale of such trade fixtures, the Landlord may recover the balance from the Tenant.

- (c) The Tenant will make every removal of Leasehold Improvements and trade fixtures, goods or chattels required or permitted under this Lease, whether during or at the end of the Term, at times designated by the Landlord and will promptly make good any damage caused to the Premises or any other part of the Building by the installation or removal of Leasehold Improvements or trade fixtures, goods or chattels required or permitted to be removed.
- (d) For certainty, the Tenant's trade fixtures do not include any Building Systems, any floor coverings permanently affixed to the floor of the Premises, light fixtures (other than the snap-in fixtures that form part of a track-type lighting system) or any fixtures, facilities, equipment or installations installed by the Landlord or at its expense.
- (e) The Tenant's obligations under this section will survive the end of the Term, and except as permitted under this Lease, the Tenant shall not otherwise remove the Leasehold Improvements either during or at the end of the Term.

ARTICLE 13

TRANSFER BY LANDLORD, PRIORITY OF LEASE AND REGISTRATION

13.1 Transfers by Landlord

Subject to section 13.2, the Landlord shall have the right to sell, transfer, lease, license, charge, mortgage or otherwise dispose of or encumber all or any part of its interest in the Premises or any interest of the Landlord in this Lease subject to the interest of the Tenant under this Lease and any other agreement referenced herein. In the event of any transfer of title to the Lands or any interest therein the Landlord shall thereupon, and without further agreement, but subject to the next sentence of this section 13.1, be released of all liability under this Lease arising and attributable to the period from and after such disposition to the extent that such liability is assumed by the transferee. For greater certainty, this provision shall not be construed to nor shall it have the effect of releasing the Landlord from any of its obligations arising or attributable to the period of time prior to date of such transfer of title to the Lands or any interest therein.

13.2 Recording and Priority of Lease

- (a) The Tenant shall not register this Lease in whole or in part but may register a caveat or other instrument giving notice thereof. Such caveat or notice instrument shall disclose only: (i) the date of the Lease; (ii) the parties; (iii) the Property; (iv) the Term; and (v) any rights of renewal or extension under this Lease. The Tenant shall deliver a copy of, the proposed caveat to the Landlord for review at least 7 Business Days prior to registration of the caveat against the Lands. Such caveat shall specifically not disclose the rents nor any other financial details or arrangements between the parties contained in this Lease. The Tenant may register notice of any interest in land created under this Lease including, without limitation, an option to purchase or a right of first refusal to purchase and the Landlord shall cooperate fully to facilitate such registration.
- (b) At any time and from time to time at the request of the Landlord, the Tenant shall subordinate this Lease and its rights under this Lease to any and all mortgages and other charges of the Mortgage Lender (as defined in paragraph (c) below) and to all advances

made or to be made thereunder and shall attorn to the Mortgage Lender and shall execute and deliver all such instruments as may be necessarily required by the Mortgage Lender to evidence the priority of the mortgages and charges of the Mortgage Lender and advances made or to be made thereunder. The form of such subordination (and such other instruments) shall be as required by the Landlord or any Mortgage Lender, as approved by the solicitors for the Tenant, acting reasonably. The Tenant shall promptly on request attorn to any Mortgage Lender or the purchaser on any foreclosure or sale proceedings taken under any mortgage described under this section and shall recognize such Mortgage Lender or purchaser as the landlord under this Lease. Any such subordination and attornment shall be conditional on the Landlord obtaining a non-disturbance agreement (the "Non-Disturbance Agreement") in favour of the Tenant from the Mortgage Lender acceptable to the Tenant acting reasonably.

- (c) If any financial instruments or documents (the holder of such instruments or documents being referred to herein as a "Mortgage Lender") are registered against the Lands in priority to this Lease or any caveat or notice in respect thereof, the Landlord shall:
 - (i) with respect to an Existing Mortgage, make reasonable efforts to obtain from the Mortgage Lender a Non-Disturbance Agreement; and
 - (ii) with respect to a New Mortgage, obtain from the Mortgage Lender a non-disturbance agreement in a form substantially similar to the Non-Disturbance Agreement and acceptable to the Tenant acting reasonably;

and deliver same to the Tenant upon or before execution of this Lease, whereby such Mortgage Lender acknowledges that:

- (i) in the event of the Mortgage Lender realizing upon the security, it will not disturb the Tenant and will permit the Tenant to remain in possession of the Premises under the provisions of this Lease and in accordance with the terms thereof, so long as the Tenant is not in default;
- (ii) if and for so long as the Mortgage Lender remains in possession of the Property or is the registered owner thereof it shall observe and perform all the terms, conditions and obligations of the Landlord except any obligations existing prior to the Mortgage Lender taking possession or becoming the registered owner with the intention that the relationship of landlord and tenant shall exist between the Tenant and the Mortgage Lender on the terms and conditions as set out in this Lease but only during the time the Mortgage Lender remains in possession of the Property or is the registered owner thereof; and
- (iii) the Mortgage Lender shall cause any purchaser or assignee of its interest in this Lease to agree in writing with the Tenant to be bound by and observe all the terms, conditions and obligations of the Landlord under this Lease.

13.3 Certificates

Each party shall, on 15 days' notice, promptly whenever reasonably requested by another, execute and deliver to the other or as they may direct, a certificate signed by a responsible officer or employee of the party delivering the statement as to the status of this Lease, including confirmation to the best of the knowledge, information and belief of such officer or employee:

- (a) as to whether this Lease is in full force and effect, and if not, reasonable details thereof,

- (b) as to whether this Lease is modified or unmodified, and if modified, reasonable details thereof;
- (c) as to the state of the accounts between the parties hereunder; and
- (d) as to the existence or non-existence of defaults under this Lease, and if in default, reasonable details thereof.

The Tenant shall promptly reimburse the Landlord for any third party costs or expenses incurred by the Landlord, in connection with each request made by the Tenant to the Landlord for a certificate pursuant to this subsection. The Landlord shall promptly reimburse the Tenant for any third party costs or expenses incurred by the Tenant, in connection with each request made by the Landlord or the Mortgagee to the Tenant for a certificate pursuant to this subsection

ARTICLE 14 LIMITATION OF LIABILITIES

14.1 The Landlord's Limitation of Liability

The Landlord is not liable for the death or illness of, or bodily injury to, the Tenant, its employees, agents, invitees, licensees or any other person on the Property, unless caused by the Landlord's negligence or wilful default. Notwithstanding the foregoing, this section shall not be construed to limit the Landlord's liability for any Landlord's Default and the Tenant's remedies arising therefrom.

14.2 The Tenant's Limitation of Liability

The Tenant is not liable for the death or illness of, or bodily injury to, the Landlord, its employees, agents, independent contractors or invitees on the Property, unless caused by the Tenant's negligence or wilful default. Notwithstanding the foregoing, this section shall not be construed to limit the Tenant's liability for any Event of Default and the Landlord's remedies arising therefrom.

14.3 Risk of Loss

All property of the Tenant or of any other person kept or stored on the Premises will be kept or stored at the Tenant's risk and the Tenant will indemnify and save the Landlord harmless from and against all claims arising out of loss of or damage to any of the Tenant's property or to the property of any other person, including subrogation claims by the Tenant's insurers.

14.4 The Tenant's Indemnity

- (a) Subject to the limitation of liability in the Tenant's favour in section 14,2, the Tenant will be liable for and defend and indemnify the Landlord and save it harmless against, in respect of and from:
 - (i) all claims for personal injury or death, property loss or damage or any other loss or damage of every kind caused by the Tenant or those for whom it is legally responsible (collectively the 'Landlord's Claims') arising out of, or resulting from,
 - (ii) any occurrence, situation or act of omission or commission in, upon or at the Property;
 - (iii) any occurrence, situation or act of omission or commission in, upon or at the Property to the extent that the claim relates to the injury or death of, or loss of or

damage to property of or in the care of, the Tenant, its employees, invitees or licensees or any other person attending at the Property;

- (iv) the use or occupation of the Premises by the Tenant or any subtenant, agent, employee, invitee or licensee of the Tenant or by any other person for whom the Tenant is legally responsible; or
- (v) the conduct of any work by, or any act or omission of, the Tenant or any subtenant, agent, employee, invitee or licensee of the Tenant or of any other person for whom the Tenant is legally responsible; and

the Tenant shall not be liable under this indemnity to the extent that the Landlord's Claims are due to the negligence of the Landlord or those for whom the Landlord is legally responsible;

- (b) all costs, expenses, charges, penalties, losses, liabilities and damages, suits and actions of every kind incurred or suffered by the Landlord in connection with or arising out of the Landlord's Claims and the expenses of all actions and proceedings pertaining thereto including, but not limited to, reasonable legal fees on a solicitor and his own client basis;
- (c) all costs, expenses, charges, penalties, losses, liabilities and damages incurred or suffered by the Landlord arising from any breach or non-performance by the Tenant of any of its covenants or obligations under this Lease or non-compliance by the Tenant with any of the conditions of this Lease; and
- (d) all costs and expenses, including but not limited to, reasonable legal fees (on a solicitor and his own client basis) that may be incurred or paid by the Landlord in enforcing against the Tenant performance of its covenants and agreements contained in this Lease and compliance with the conditions contained in this Lease but only to the extent that the Tenant is determined to be liable by a court or by an arbitrator.

The Tenant's obligations under this section shall survive the end of the Term. Notwithstanding the foregoing, the Tenant's liability shall be limited to the extent of the amount of the general liability insurance the Tenant is required to maintain under this Lease.

14.5 The Landlord's Indemnity

Subject to the limitation of liability in the Landlord's favour in section 14.1, the Landlord will be liable for and defend and indemnify the Tenant and save it harmless against, in respect of and from:

- (a) all claims for personal injury or death, property loss or damage or any other loss or damage of every kind caused by the Landlord or those for whom it is legally responsible (collectively the "Tenant's Claims") arising out of, or resulting from,
 - (i) any occurrence, situation or act of omission or commission in, upon or at the Property or the balance of the Lands that affects the Property;
 - (ii) any occurrence, situation or act of omission or commission in, upon or at the Property to the extent that the claim relates to the loss of or damage to property of or in the care of, the Tenant, its employees, invitees or licensees; or
 - (iii) the conduct of any work by the Landlord or those for whom the Landlord is legally responsible; and

the Landlord shall not be liable under this indemnity to the extent that the Tenant's Claims are attributable to the negligence of the Tenant or those for whom the Tenant is legally responsible;

- (b) all costs, expenses, charges, penalties, losses, liabilities and damages, suits and actions of every kind incurred or suffered by the Tenant in connection with or arising out of the Tenant's Claims and the expenses of all actions and proceedings pertaining thereto including, but not limited to, reasonable legal fees on a solicitor and his own client basis;
- (c) all costs, expenses, charges, penalties, losses, liabilities and damages incurred or suffered by the Tenant arising from any breach or non-performance by the Landlord of any of its covenants or obligations under this Lease or non-compliance by the Landlord with any of the conditions of this Lease; and
- (d) all costs and expenses, including but not limited to, reasonable legal fees (on a solicitor and his own client basis) that may be incurred or paid by the Tenant in enforcing against the Landlord performance of its covenants and agreements contained in this Lease and compliance with the conditions contained in this Lease but only to the extent that the Landlord is determined to be liable by a court or by an arbitrator,

The Landlord's obligations under this section shall survive the end of the Term.

14.6 No Claim for Inconvenience

Notwithstanding anything in this Lease to the contrary, the Landlord will not be liable, and the Tenant may not make any claim against the Landlord, for any interruption in the supply of electricity or other utility or power, light, water, heat or air-conditioning, or in the operation of drains or lavatories, or for any other interruption of the rights or privileges hereby granted which may arise out of any occurrence, accident or casualty or out of anything beyond the sole and absolute control of the Landlord, or out of the making of alterations or repairs to any Building Systems or to any part(s) of the Building.

ARTICLE 15 HAZARDOUS SUBSTANCES

15.1 The Tenant's Environmental Covenants

From and after the Commencement Date, the Tenant covenants and agrees that it will:

- (a) not bring or allow any Hazardous Substance to be brought onto the Premises except in compliance with Environmental Law;
- (b) comply at all times and require all those for whom the Tenant is in law responsible to comply at all times with Environmental Law as it affects the Premises;
- (c) give notice to the Landlord of the presence at any time during the Term of any Hazardous Substance on the Premises together with such information concerning such Hazardous Substance and its presence on the Premises as the Landlord may require;
- (d) give notice to the Landlord of any occurrence which might give rise to a duty under Environmental Law by either the Tenant or the Landlord with respect to the presence of any Hazardous Substance on the Premises including, without limitation, notice of any discharge, release, leak, spill or escape into the environment of any Hazardous Substance at, to or from the Premises; and

- (e) comply with any investigative, remedial or precautionary measures required under Environmental Law be liable to the Landlord for any and all investigation, clean up, remediation, restoration or monitoring costs or any costs incurred to comply with Environmental Law other than those attributable to the Landlord.

The Tenant's liability under this section is limited to such Hazardous Substances and breaches of Environmental Law arising after and attributable to the Tenant's use and occupancy of the Premises during the period from and after the Commencement Date and the Tenant shall have no liability under these provisions for any Hazardous Substances or breach of Environmental Law arising or attributable to the period prior to the Commencement Date or for the actions of the Landlord or third parties not within the control of the Tenant.

15.2 The Landlord's Environmental Covenant

The Landlord covenants and agrees that it shall be liable for all Hazardous Substances on the Premises arising prior to or attributable to the period prior to the Commencement Date. The onus of proving the timing of the occurrence of the Hazardous Substances shall be on the Landlord.

15.3 Inquiries by the Landlord

The Tenant hereby authorizes the Landlord to make inquiries from time to time of any government or governmental agency with respect to the Tenant's compliance with the Environmental Law at the Premises, and the Tenant covenants and agrees that the Tenant will from time to time provide to the Landlord such written authorization as the Landlord may reasonably require in order to facilitate the obtaining of such information. The Landlord or its agent may inspect the Premises from time to time on at least 24 hours prior written notice, in order to verify the Tenant's compliance with the Environmental Law and the requirements of this Lease respecting Hazardous Substance. If the Landlord suspects that the Tenant is in breach of any of its covenants herein, the Landlord and its agent shall be entitled to conduct an environmental audit immediately, and the Tenant shall provide access to the Premises to the Landlord and its agent for the purpose of conducting an environmental audit. The Tenant shall forthwith remedy any problems identified by the environmental audit, and shall ensure that it complies with all of its covenants herein. Upon request by the Landlord from time to time, the Tenant shall provide to the Landlord a certificate executed by a senior officer of the Tenant certifying ongoing compliance by the Tenant with its covenants contained herein.

15.4 Ownership of Hazardous Substances

If after the Commencement Date the Tenant brings on to or creates upon the Premises a Hazardous Substance not in compliance with Environmental Law or if the conduct of the Tenant's business causes the presence of any Hazardous Substance not in compliance with Environmental Law upon the Premises then, notwithstanding any rule of law to the contrary, such Hazardous Substance shall be and remain the sole and exclusive property of the Tenant and shall not become the property of the Landlord notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Premises and notwithstanding the expiry or earlier termination of this Lease. Any Hazardous Substance on the Premises not in compliance with Environmental Law and which existed prior to the Commencement Date or is attributable to the period prior to the Commencement Date shall remain the property and liability of the Landlord notwithstanding the degree of affixation to the Premises.

15.5 Cost of Environmental Audits

Where the Landlord is entitled to conduct an environmental audit of the Premises pursuant to the provisions of this Lease or otherwise chooses to do so, the cost of such audit shall be at the Landlord's expense if such audit fails to reveal Hazardous Substances that breach Environmental Law or reveals

Hazardous Substances that breach Environmental Law but such breach arose or is attributable to the period prior to the Commencement Date. If such audit reveals Hazardous Substances that breach Environmental Law but such breach arose or is attributable to the period from and after the Commencement Date to the end of the Term, the cost of such audit shall be at the Tenant's expense.

ARTICLE 16 EXPROPRIATION

16.1 Taking of Premises

If during the Term all of the Premises shall be taken for any public or quasi-public use under any statute or by right of expropriation, or purchases under threat of such taking, this Lease shall automatically terminate on the date (the "Expropriation Date") on which the expropriating authority takes possession of the Premises.

16.2 Partial Taking of Building

If during the Term only part of the Building is taken or purchased as set out in section 16.1, then:

- (a) if in the reasonable opinion of the Landlord substantial alteration or reconstruction of the Building is necessary or desirable as a result thereof, whether or not the Premises are or may be affected, the Landlord shall have the right to terminate this Lease by giving the Tenant at least 30 days written notice of such termination, and
- (b) if more than one-third of the area of the Lands in the Premises is Included in such taking or purchase, the Landlord and the Tenant shall each have the right to terminate this Lease by giving the other at least 30 days written notice thereof.

If either party exercises its right of termination hereunder, this Lease shall terminate on the date stated in the notice, provided however, that no termination pursuant to notice hereunder may occur later than 60 days after the Expropriation Date.

16.3 Surrender

On any such date of termination under sections 16.1 or 16.2, the Tenant shall immediately surrender to the Landlord the Premises and all interest therein under this Lease. The Landlord may re-enter and take possession of the Premises and remove the Tenant therefrom, and the Rent shall abate on such date in respect of the portion taken. After such termination, and on notice from the Landlord stating the Rent then owing, the Tenant shall forthwith pay the Landlord such Rent.

16.4 Partial Taking of Premises

If any portion of the Premises (but less than the whole thereof) is so taken, and no rights of termination herein conferred are timely exercised, the Term of the Lease shall expire with respect to the portion so taken on the Expropriation Date. In such event the Rent payable hereunder with respect to such portion so taken shall abate on such date, and the Rent thereafter payable with respect to the remainder not so taken shall be adjusted pro rata by the Landlord in order to account for the resulting reduction in the Premises.

16.5 Awards

Upon any such taking or purchase, the Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements, and the Tenant shall not have nor advance any claim against the Landlord for the value of its property or its leasehold estate or the

unexpired Term of the Lease, or for costs of removal or relocation, or business interruption expense or any other damages arising out of such taking or purchase. Nothing herein shall give the Landlord any interest in or preclude the Tenant from seeking and recovering on its own account from the expropriating authority any award or compensation attributable to the taking or purchase of the Tenant's improvements, chattels or trade fixtures, or the removal or relocation of its business. If any such award made or compensation paid to either party specifically includes an award or amount for the other, the party first receiving the same shall promptly account therefore to the other.

ARTICLE 17 ARBITRATION

17.1 Selection of Experts and Arbitration

- (a) Whenever the Landlord and Tenant are required to select an Expert under this Lease and have not agreed to do so or have not agreed upon an Expert within 10 Business Days of written notice by one party to the other, either party may make an application to the superior court in Calgary, Alberta on 3 Business Days' notice to the other party requesting that a judge of that court choose an appropriate Expert. In making such selection the judge will select an appropriate professional with a minimum of five years' experience in the relevant field and from one of the 5 largest applicable professional firms in Calgary, as applicable. The judge's selection shall be final and binding on the Landlord and Tenant.
- (b) In the event of a dispute as to: (i) Operating Costs; (ii) the determination of capital expenditures or items; (iii) matters under sections 8.4, 8.5 or 8.6; (iv) matters which the Landlord and Tenant agree should be determined in accordance with this section; or (v) any other provision of this Lease that specifically invokes this section 17.1(b), such determination shall be made in the following manner. If either the Landlord or the Tenant (hereinafter called the 'Initiator') wish to determine the matter in question (the "Issue"), the Initiator shall give written notice (hereinafter called an "Arbitration Notice") to the other (hereinafter called the "Recipient") and in the Arbitration Notice shall set out the name of Expert to determine the Issue. If Recipient does not agree as to the Expert proposed by the Initiator within 10 Business Days of receipt of the Arbitration Notice, then the Expert shall be selected pursuant to section 17.1(a). Within 45 days of the appointment of the Expert, the Expert shall deliver a written report and decision as to the Issue. If the Expert fails to deliver a written report within the required time period the Expert, in the absence of an extension of time from both parties, shall be deemed to be dismissed as of the day after such 45 day period and the parties shall select a successor Expert within 5 Business Days of such dismissal. If neither the Recipient nor the Initiator can agree upon the successor Expert within 10 Business Days of written notice by one party to other to do so, then the successor Expert shall be selected pursuant to section 17.1(a). The decision of the Expert shall be final and shall not be subject to appeal and shall establish the Issue. Each of the Tenant and the Landlord shall be responsible and shall pay for its own costs and expenses of any arbitration pursuant to this provision including 1/2 of the costs and expenses of the Expert and any court proceedings required to effect such appointment. Until the Issue has been determined as herein provided, the Tenant shall continue to pay all amounts due under the Lease including any amount in dispute which is the subject of the Issue. Upon determination of the Issue the Tenant or the Landlord shall immediately make the appropriate adjustment payment, if any, to the other and, to the extent necessary, the Lease amended accordingly.
- (c) Except for disputes to be resolved by the method set out in section 17.1(b), failing resolution of any other dispute between the Landlord and Tenant as to this Lease (except for the payment of Basic Rent or any element of Additional Rent other than those

elements described in section 17.1(b)), such dispute shall be referred to and determined by arbitration under this section 17.1(c) as follows:

- (i) the party alleging a dispute (the "Initiating Party") shall notify the other party in writing of the nature and extent of the dispute (the "Initial Notice");
- (ii) within 21 full days from receipt of Initial Notice, the other party shall in writing notify the Initiating Party of any matter referred to in the Initial Notice for which it accepts responsibility and proposes to take remedial action;
- (iii) the terms of reference for arbitration shall be those areas of dispute referred to in the Initial Notice with respect to which the other party has not admitted responsibility or proposed to take remedial action to the satisfaction of the Initiating Party;
- (iv) within 14 days of the terms of reference being established under subsection (iii), the parties shall endeavour to agree upon the appointment of a single arbitrator;
- (v) failing agreement as to a single arbitrator, either party may make an application to the superior court in Calgary, Alberta on 5 days' notice to the other party requesting that a judge of that court choose an arbitrator. In making such selection the judge will select an appropriate professional with a minimum of 10 years' experience in that particular field and from one of the 5 largest applicable professional firms in Calgary, as applicable; the judge's selection shall be final and binding on the Landlord and Tenant;
- (vi) the arbitrator shall resolve the matters in dispute referred to in the terms of reference, within 90 days of the arbitrator being established;
- (vii) the decision of the arbitrator shall be binding on the parties;
- (viii) the costs of arbitration shall be apportioned between the parties hereto as the arbitrator may provide;
- (ix) the Tenant and the Landlord and the arbitrator and any employees, agents or contractors or any of them, each will undertake to ensure that confidentiality is maintained to the highest degree possible utilizing the efforts, as to all conversations, statements, documents, reports, studies, data, notes, memoranda, evidence of all types, transcripts, correspondence, records of arbitration proceedings and decisions, and all such information and materials, written or not, emanating directly, indirectly or incidentally through the discussion of, investigation of, preparation of, conduct of, or settlement or resolution of any arbitration between the Landlord and the Tenant under this Lease; and
- (x) the Tenant and the Landlord and the arbitrator and any employees, agents or contractors or any of them, each will undertake to return originals and copies thereof of all documents, reports, studies, data, notes of memoranda, to the party from whom they emanated at the conclusion of the matters and judicial reviews arising therefrom.

ARTICLE 18 GENERAL

18.1 No Waiver

The Landlord's failure to insist in one or more cases upon the strict performance of or compliance with a covenant, provision or condition or to exercise any of its rights arising out of the Tenant's default will not constitute a waiver of the Landlord's right to insist upon the performance, compliance or observance of or with any other covenant, provision or condition. The Landlord's acceptance of Rent, whether or not with the knowledge of a breach of a covenant or condition contained in this Lease, will not constitute a waiver of the breach. The Landlord's acceptance of Rent from any person other than the Tenant will not be considered a recognition of any rights not expressly granted in this Lease or a waiver of any of the Landlord's rights, or an admission or consent that the person is a subtenant or assignee of this Lease. No waiver by the Landlord of a provision of this Lease will be considered to have been made unless in writing and signed by the Landlord.

18.2 Reasonableness

Except as may be otherwise specifically provided in this Lease, whenever the Landlord's or the Tenant's action, discretion, consent, opinion, determination, direction, estimate or approval is required under this Lease, the Landlord and the Tenant agree that such action, discretion, opinion, determination, direction or estimate shall be reasonably exercised and that such approval or consent shall not be unreasonably withheld or delayed unless otherwise expressly stated in this Lease. Whenever the term "reasonable notice" is used in this Lease with respect to actions to be taken by the Landlord or any other matter requiring reasonable notice from the Landlord to the Tenant, such notice will be given at least 24 hours before such action or matter is to be taken or take effect except in the case of emergency. In the case of emergency, the Landlord will be entitled to act without notice but to the extent the Landlord can do so will provide notice to the Tenant of the action or matter and the determination of a state of emergency will be in the Landlord's sole discretion.

18.3 Accord and Satisfaction

No payment by the Tenant or receipt by the Landlord of a lesser amount than the full monthly payment of Basic Rent and Additional Rent herein stipulated is considered to be other than on account of the earliest stipulated Basic Rent or Additional Rent. No endorsement or statement on any cheque, bank draft or money order or in any letter accompanying any cheque or rent payment may be considered an acknowledgement of full payment or an accord and satisfaction; the Landlord may accept and cash any such cheque or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy that the Landlord may have.

18.4 Excusable Delay

If, because of a circumstance beyond the control of a party, the party is delayed in performing or observing a covenant or in complying with a condition under the terms of this Lease that it is required to do by a specified date or time, and if such circumstance is neither caused by the default or act of commission or omission of that party nor avoidable by the exercise of reasonable effort or foresight by that party, the date or period of time by or within which it is to perform, observe or comply will be extended by a period of time equal to the duration of the delay, and the other party to this Lease will not be entitled to compensation for damages, inconvenience, nuisance or discomfort occasioned thereby. Such circumstances include, but are not limited to, strikes or other labour or industrial disturbances, civil disturbances, acts, orders, legislation, regulations or directives of any government or other public authorities, shortage of material and supplies, explosion and act of God. Nothing in this section however, excuses a delay caused by lack of funds or other financial circumstances, or excuses any party to this Lease from paying when due and payable any moneys payable pursuant to this Lease.

18.5 Entry by Landlord

The Tenant will permit the Landlord and its authorized agents, employees and contractors to enter upon the Premises at all reasonable times to examine and inspect the Premises, to provide janitorial and maintenance services and to make all repairs, alterations, changes, adjustments, improvements or additions to the Premises or the Building (including the Building Systems) that the Landlord considers necessary or desirable, whether or not for the direct benefit of the Premises. For these purposes, the Landlord may take all material into the Premises that is required therefor and may have access to the overhead conduits and access panels to shafts and the Landlord may check, calibrate, adjust and balance controls and other parts of the Building Systems. The Rent will not abate while any repairs, alterations, changes, adjustments, improvements or additions are being made and the Landlord will not be liable in any manner whatsoever as a result of such entry for any injury or death caused to any person or for loss or damage to the property of the Tenant or of others. The Tenant will provide free and unhampered access to any part of the Building Systems for the above purposes and will not be entitled to compensation for any damages whatsoever, inconvenience, nuisance or discomfort caused thereby but the Landlord will make reasonable efforts to minimize interference with the Tenant's use and enjoyment of the Premises. Despite the foregoing, the Landlord will endeavour to give the Tenant at least five (5) Business Days prior notice before doing any repair or maintenance work in the Premises during Business Hours except in the case of emergencies. If the Tenant is not personally present to admit entry into the Premises at any time, when for any reason an entry into the Premises is necessary or permissible by this Lease the Landlord or its agent may, to the extent necessary, forcibly enter the Premises without liability therefor and without affecting the obligations and covenants of this Lease. No entry made or task undertaken by or on behalf of the Landlord upon the Premises pursuant to this section is a re-entry or a breach of the Landlord's covenant for quiet enjoyment.

18.6 Exhibiting Premises

The Landlord and its agents are permitted, without notice to or consent by the Tenant to exhibit the Premises at all reasonable hours during the last 12 months of the Term to prospective tenants and to all other persons having the Landlord's written authority to view the Premises. The Landlord may enter the Premises at all reasonable hours during the Term to show the Premises to present or prospective mortgagees, insurers and purchasers. None of these actions shall constitute an eviction or otherwise be construed as a breach of the Landlord's covenant for quiet enjoyment.

18.7 Notices

Each notice, demand, approval, consent, waiver, statement or request (collectively referred to as "notice") required or permitted to be given under this Lease must be in writing and will be effectively given if duly signed by the party giving the notice or their solicitors and shall be delivered or transmitted by registered mail (unless there is a postal strike), or facsimile transmission or delivered personally to:

- (a) the Landlord:
at its address set out in section 1.1(a);
- (b) the Tenant:
at its address set out in section 1.1(c).

Either party may from time to time change the address to which notices are to be mailed or delivered by advising the other party of such change in the manner set out above. During a postal strike all notices must be delivered personally or by facsimile transmission.

18.8 Further Assurances

The Landlord and the Tenant will execute and deliver such additional documents and instruments and will perform such additional acts as may be necessary or appropriate in connection with this Lease and all transactions contemplated by this Lease to effectuate, carry out and perform all of the obligations and agreements of this Lease and such transactions,

18.9 Obligations as Covenants

Each obligation or agreement of the Landlord or of the Tenant expressed in this Lease, even though not expressed as a covenant, is for all purposes considered to be a covenant.

18.10 Entire Agreement and Amendment

There are no promises, agreements, conditions, understandings, warranties or representations, either oral or written, between the parties or made on behalf of and binding upon the parties in respect of the rights, obligations, duties and liabilities of the parties under this Lease unless set out herein. This Lease contains the entire agreement of the parties as to the subject matter of this Lease. No alteration, amendment, change or addition to this Lease will be binding upon the Landlord or the Tenant unless in writing and signed by the parties.

18.11 General Contract Provisions

If any provision of this Lease or its application to any person or matter is to any extent held or rendered invalid or unenforceable, such provisions shall be considered and deemed separate and severable from the other provisions of this Lease, the latter to remain in full force and effect, enforceable to the full extent permitted by law. Time is and shall at all times be of the essence under this Lease. The provisions of this Lease will be interpreted and enforced according to the laws and courts of Alberta.

18.12 Successors and Assigns

All rights granted to and liabilities imposed upon, the parties in this Lease benefit and bind the successors and assigns of the Landlord and the Tenant, as the case may be, subject to complying with the requirements of this Lease as to transfers of interests under this Lease by either the Landlord and the Tenant.

18.13 No Partnership

It is understood and agreed that nothing contained in this Lease or in any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

18.14 Confidentiality

Unless otherwise compelled by law, the Tenant and the Landlord shall cause their respective employees, agents, shareholders, servants, directors, officers and those for whom each of them is legally responsible to keep all provisions of this Lease confidential. The Tenant's and the Landlord's obligation to observe and perform the provisions of this section shall survive the expiration or earlier termination of this Lease.

18.15 Additional Provisions

The additional provisions that are applicable to this Lease are attached as Schedule "D".

18.16 Counterparts and Electronic Delivery

This Lease may be executed by a party and delivered by facsimile or by email in PDF and if so executed and delivered this Lease will be for all purposes effective as if the parties had delivered and executed the original Lease.


**ARTICLE 19
ACCEPTANCE OF LEASE**

19.1 Acceptance of Lease


The Tenant and the Landlord each accept this Lease subject to the conditions, restrictions and covenants herein set forth.

IN WITNESS of this Lease, the Landlord and Tenant have signed this Lease.

RBEE AGGREGATE CONSULTING LTD.

Per: 
Name: BERNIE REED
Title: PRES.

1258311 ALBERTA LTD.

Per: 
Name: BERNIE REED
Title: PRES.

Schedule "A" – Legal Description of the Property

[NTD: To be Completed.]

Schedule "B" – Diagram of Premises

See attached.

Schedule "C" - Rules and Regulations

See attached.

Schedule "D" - Additional Provisions

1. Renewal Option

The Tenant shall have one (1) renewal option (the "**Renewal Option**") to renew and extend the Term for a further five (5) years beyond the Expiry Date set forth in section 1.1(e) of the Lease. Such renewal shall be on the same terms and conditions set out in the Lease, and with Basic Rent as follows:

Basic Rent	Per Annum	Per Month
Years 1-5	\$960,000.00	\$80,000.00

The Tenant may exercise the Renewal Option by giving the Landlord not more than twelve (12) months nor less than one (1) month written notice thereof prior to the Expiry Date set forth in section 1.1(e) of the Lease.

Schedule "E" - Landlord's and Tenant's Work

None.

EQUIPMENT LEASE/RENTAL AGREEMENT

This is Exhibit "H" referred to in the

Affidavit of

DATE: August 1, 2014

Sworn before me this 4th day of April, A.D., 2015

LEASE (Customer)

Petrowest Civil Services LP
204, 10605 Westside Drive
Grande Prairie, AB
T8V 8E6

LESSOR

A-1 Quality Belting
9654-128 Avenue
Grande Prairie, AB
T8V 6S1

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

A. LEASE: The customer shall lease (rent) from 1543572 the Equipment (as defined below) on the conditions stated below and on any schedules attached hereto.

B. PAYMENT: On the date shown on Petrowest Construction's monthly invoice, the Customer shall pay A-1 Quality Belting the following as "Rent".

24 Payments	\$ 199,180.65	Including interest % of: 6%
12 Payments	skipped	each year (Jan/Feb/March/Apr)
Insurance	\$	
Goods and Services Tax	\$ 8,959.03	5% GST
Total Fixed Rent	\$ 145,139.68	
Selling Price	\$	

DETAILS OF EQUIPMENT

STOCK NO.	MANUFACTURERS DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
	As per attached Schedule "A"		
	Payment calculation as per attached Schedule "B"		

C. PLACE OF USE: Civil Services LP USE: p/a R Bee Crushing

D. TERM: The term of this agreement is for 36 months commencing on August 1st, 2014 (first payment due date)
provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Petrowest and the customer) and will be deemed to be amended.
Residual Value at lease maturity: \$

E. SPECIAL INSTRUCTIONS:

Should Petrowest agree to buy the equipment at end of term 100% of rentals made to apply to the purchase price.
At any time during the lease term, Petrowest has the option to purchase the equipment at a value equal to the selling price plus interest, less applied payments, providing all payments have been made as agreed.
At any time during the lease term, Petrowest has the option to return any or all of the equipment to the lessor.
The title to equipment will then transfer to Petrowest at end of term, providing all payments have been made as agreed.
Insurance, regular repair and maintenance are the responsibility of Petrowest.

Petrowest Civil Services LP	A-1 Quality Belting
Signature <i>Ben Coffey</i>	Signature <i>Bernie Reed</i>
TITLE	TITLE PRES.

Melissa M. Milne
A Commissioner for Oaths
in and for Alberta
My Commission Expires Feb. 5, 2026

No Payment @ July 14/17

847,000.00	Fair Value	Unit #	RB600-8
8.0%	Interest Rate		WA600-8
36	Term in Months		Komatsu Wheel Loader
\$21,944.95	Lease Payment per Month		S/N: 61246
06/17/16	Lease Start Date		

	MONTH	YEAR		Fair Value/PF of Min Lease Payments	Total Lease Payment	Interest	Principal	Fair Value/PF of Min Lease Payments	
1	Jun	2016		847,000.00	21,944.95	5,646.67	16,298.28	830,701.72	111160
2	Jul	2016		830,701.72	21,944.95	5,538.01	16,406.94	814,294.78	111190
3	Aug	2016		814,294.78	21,944.95	5,428.63	16,516.32	797,778.46	111200
4	Sep	2016		797,778.46	21,944.95	5,318.52	16,626.43	781,152.03	111227
5	Oct	2016		781,152.03	21,944.95	5,207.68	16,737.27	764,414.76	111243
6	Nov	2016		764,414.76	21,944.95	5,096.10	16,848.85	747,565.91	deferred
7	Dec	2016		747,565.91	21,944.95	4,983.77	16,961.18	730,604.73	
8	Jan	2017		730,604.73	21,944.95	4,870.70	17,074.25	713,530.48	
9	Feb	2017		713,530.48	21,944.95	4,756.87	17,188.08	696,342.40	
10	Mar	2017		696,342.40	21,944.95	4,642.28	17,302.67	679,039.74	
11	Apr	2017		679,039.74	21,944.95	4,526.93	17,418.02	661,621.72	
12	May	2017		661,621.72	21,944.95	4,410.81	17,534.14	644,087.58	
13	Jun	2017		644,087.58	21,944.95	4,293.92	17,651.03	626,436.55	
14	Jul	2017		626,436.55	21,944.95	4,176.24	17,768.71	608,667.84	
15	Aug	2017		608,667.84	21,944.95	4,057.79	17,887.16	590,780.67	
16	Sep	2017		590,780.67	21,944.95	3,938.54	18,006.41	572,774.26	
17	Oct	2017		572,774.26	21,944.95	3,818.50	18,126.45	554,647.81	
18	Nov	2017		554,647.81	21,944.95	3,697.65	18,247.30	536,400.51	
19	Dec	2017		536,400.51	21,944.95	3,576.00	18,368.95	518,031.56	
20	Jan	2018		518,031.56	21,944.95	3,453.54	18,491.41	499,540.16	
21	Feb	2018		499,540.16	21,944.95	3,330.27	18,614.68	480,925.47	
22	Mar	2018		480,925.47	21,944.95	3,206.17	18,738.78	462,186.69	
23	Apr	2018		462,186.69	21,944.95	3,081.24	18,863.71	443,322.99	
24	May	2018		443,322.99	21,944.95	2,955.49	18,989.46	424,333.53	
25	Jul	2018		424,333.53	21,944.95	2,828.89	19,116.06	405,217.47	
26	Aug	2018		405,217.47	21,944.95	2,701.45	19,243.50	385,973.97	
27	Sep	2018		385,973.97	21,944.95	2,573.16	19,371.79	366,602.18	
28	Oct	2018		366,602.18	21,944.95	2,444.01	19,500.94	347,101.24	
29	Nov	2018		347,101.24	21,944.95	2,314.01	19,630.94	327,470.30	
30	Dec	2018		327,470.30	21,944.95	2,183.14	19,761.81	307,708.48	
31	Jan	2019		307,708.48	21,944.95	2,051.39	19,893.56	287,814.92	
32	Feb	2019		287,814.92	21,944.95	1,918.77	20,026.18	267,788.74	
33	Mar	2019		267,788.74	21,944.95	1,785.26	20,159.69	247,629.05	
34	Apr	2019		247,629.05	21,944.95	1,650.86	20,294.09	227,334.96	
35	May	2019		227,334.96	21,944.95	1,515.57	20,429.38	206,905.57	
36	Jun	2019		206,905.57	21,944.95	1,379.37	20,565.58	186,339.99	

Total

790,018.20	129,358.19	660,660.01
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EQUIPMENT LEASE/RENTAL AGREEMENT

DATE: May 17, 2016 Agreement #: RB05172016-1

LEASE (Customer)

Petrowest Civil Services LP
204, 10605 Westside Drive
Grande Prairie, AB
T8V 8E6

LESSOR

A-1 Quality Belting
9654-128 Avenue
Grande Prairie, AB
T8V 6S1

A. **LEASE:** The customer shall lease (rent) from 1543572 the Equipment (as defined below) on the conditions stated below and on any schedules attached hereto.

B. **PAYMENT:** On the date shown on Petrowest Construction's monthly invoice, the Customer shall pay A-1 Quality Belting the following as "Rent":

36 Payments	\$	21,944.95	including interest % of	8%
12 Payments				
Insurance	\$			
Goods and Services Tax	\$	1,097.25	5% GST	
Total Fixed Rent	\$	23,042.20		
Selling Price	\$			

DETAILS OF EQUIPMENT

STOCK NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	EQUIPMENT IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
WA600-8	Komatsu Wheel Loader	61246	\$847,000.00
Payment calculation as per attached Amortization Schedule			

C. **PLACE OF USE:** Civil Services LP **USE:** o/a R Bee Crushing

D. **TERM:** The term of this agreement is for 36 months commencing on June 17, 2016 (first payment due date) provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month to-month basis (subject to any other renewal periods agreed upon in writing by Petrowest and the customer) and will be deemed to be amended.
Residual Value at lease maturity: \$ 186,339.99

E. SPECIAL INSTRUCTIONS:

Should Petrowest agree to buy the equipment at end of term 100% of rentals made to apply to the purchase price.
At any time during the lease term Petrowest has the option to purchase the equipment at a value equal to the selling price plus interest, less applied payments, providing all payments have been made as agreed.
At any time during the lease term Petrowest has the option to return any or all of the equipment to the lessor.
The title to equipment will then transfer to Petrowest at end of term providing all payments have been made as agreed.
Insurance, regular repair and maintenance are the responsibility of Petrowest.

Petrowest Civil Services LP	A-1 Quality Belting
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
TITLE: <u>VP of Operations</u>	TITLE: <u>Bookkeeper</u>

COPIED FOR YEAR END
2016 Initials

EQUIPMENT LEASE/RENTAL AGREEMENT

DATE: May 17, 2016 Agreement #: RB05172016-2

LEASE (Customer)	LESSOR
Petrowest Civil Services LP 204, 10605 Westside Drive Grande Prairie, AB T8V 8E6	A-1 Quality Belting 9654-128 Avenue Grande Prairie, AB T8V 6S1

A. LEASE: The customer shall lease (rent) from 1543572 the Equipment (as defined below) on the conditions stated below and on any schedules attached hereto

B. PAYMENT: On the date shown on Petrowest Construction's monthly invoice, the Customer shall pay A-1 Quality Belting the following as "Rent"

36 Payments	\$	21,944.95	including interest % of	8%
12 Payments				
Insurance	\$			
Goods and Services Tax	\$	1,097.25	9% GST	
Total Fixed Rent	\$	23,042.20		
Selling Price	\$			

DETAILS OF EQUIPMENT

MODEL NO.	MANUFACTURER'S DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
WA600-9	Komatsu Wheel Loader	61259	\$847,000.00
Payment calculation as per attached Amortization Schedule			

C. PLACE OF USE: Civil Services LP USE: o/a R Bee Crushing

D. TERM: The term of this agreement is for 36 months commencing on June 17, 2016 (first payment due date)
provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Petrowest and the customer) and will be deemed to be amended.
Residual Value at lease maturity \$ 186,339.99

E. SPECIAL INSTRUCTIONS:
Should Petrowest agree to buy the equipment at end of term 100% of rentals made to apply to the purchase price
At any time during the lease term, Petrowest has the option to purchase the equipment at a value equal to the selling price plus interest, less applied payments, providing all payments have been made as agreed
At any time during the lease term, Petrowest has the option to return any or all of the equipment to the lessor.
The title to equipment will then transfer to Petrowest at end of term, providing all payments have been made as agreed
Insurance, regular repair and maintenance are the responsibility of Petrowest

Petrowest Civil Services LP	A-1 Quality Belting
Signature <u>Bruce Coffey</u>	Signature <u>Christina</u>
TITLE <u>VIP of Operations</u>	TITLE <u>Bookkeeper</u>

COPIED FOR YEAR END
2016 Initials

No Payment @ July 14/17

847,000.00		Fair Value	Unit #	RB600-9			
8.0%		Interest Rate		WA600-9			
36		Term in Months		Komatsu Wheel Loader			
\$21,944.95		Lease Payment per Month		S/N: 61259			
06/17/16		Lease Start Date					
MONTH	YEAR		Fair Value/PF of Min Lease Payments	Total Lease Payment	Interest	Principal	Fair Value/PF of Min Lease Payments
1	Jun	2016	847,000.00	21,944.95	5,646.67	16,298.28	830,701.72
2	Jul	2016	830,701.72	21,944.95	5,538.01	16,406.94	814,294.78
3	Aug	2016	814,294.78	21,944.95	5,428.63	16,516.32	797,778.46
4	Sep	2016	797,778.46	21,944.95	5,318.52	16,626.43	781,152.03
5	Oct	2016	781,152.03	21,944.95	5,207.68	16,737.27	764,414.76
6	Nov	2016	764,414.76	21,944.95	5,096.10	16,848.85	747,565.91
7	Dec	2016	747,565.91	21,944.95	4,983.77	16,961.18	730,604.73
8	Jan	2017	730,604.73	21,944.95	4,870.70	17,074.25	713,530.48
9	Feb	2017	713,530.48	21,944.95	4,756.87	17,188.08	696,342.40
10	Mar	2017	696,342.40	21,944.95	4,642.28	17,302.67	679,039.74
11	Apr	2017	679,039.74	21,944.95	4,526.93	17,418.02	661,621.72
12	May	2017	661,621.72	21,944.95	4,410.81	17,534.14	644,087.58
13	Jun	2017	644,087.58	21,944.95	4,293.92	17,651.03	626,436.55
14	Jul	2017	626,436.55	21,944.95	4,176.24	17,768.71	608,667.84
15	Aug	2017	608,667.84	21,944.95	4,057.79	17,887.16	590,780.67
16	Sep	2017	590,780.67	21,944.95	3,938.54	18,006.41	572,774.26
17	Oct	2017	572,774.26	21,944.95	3,818.50	18,126.45	554,647.81
18	Nov	2017	554,647.81	21,944.95	3,697.65	18,247.30	536,400.51
19	Dec	2017	536,400.51	21,944.95	3,576.00	18,368.95	518,031.56
20	Jan	2018	518,031.56	21,944.95	3,453.54	18,491.41	499,540.16
21	Feb	2018	499,540.16	21,944.95	3,330.27	18,614.68	480,925.47
22	Mar	2018	480,925.47	21,944.95	3,206.17	18,738.78	462,186.69
23	Apr	2018	462,186.69	21,944.95	3,081.24	18,863.71	443,322.99
24	May	2018	443,322.99	21,944.95	2,955.49	18,989.46	424,333.53
25	Jul	2018	424,333.53	21,944.95	2,828.89	19,116.06	405,217.47
26	Aug	2018	405,217.47	21,944.95	2,701.45	19,243.50	385,973.97
27	Sep	2018	385,973.97	21,944.95	2,573.16	19,371.79	366,602.18
28	Oct	2018	366,602.18	21,944.95	2,444.01	19,500.94	347,101.24
29	Nov	2018	347,101.24	21,944.95	2,314.01	19,630.94	327,470.30
30	Dec	2018	327,470.30	21,944.95	2,183.14	19,761.81	307,708.48
31	Jan	2019	307,708.48	21,944.95	2,051.39	19,893.56	287,814.92
32	Feb	2019	287,814.92	21,944.95	1,918.77	20,026.18	267,788.74
33	Mar	2019	267,788.74	21,944.95	1,785.26	20,159.69	247,629.05
34	Apr	2019	247,629.05	21,944.95	1,650.86	20,294.09	227,334.96
35	May	2019	227,334.96	21,944.95	1,515.57	20,429.38	206,905.57
36	Jun	2019	206,905.57	21,944.95	1,379.37	20,565.58	186,339.99

111161
111191
111201
111228
111240
Deferred

Total

790,018.20	129,358.19	660,660.01
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Scanned + emailed
to Kathy@Pw
Feb 9/15

EQUIPMENT LEASE/RENTAL AGREEMENT

DATE: February 9, 2015

AGREEMENT: 20150201-A

Between: A-1 Quality Belting Ltd. (Lessor)
9654 128 Avenue
Grande Prairie, AB, T8V 6S1

And Petrowest Civil Services LP (Lessee)
204, 10605 Westside Drive
Grande Prairie, AB, T8V 8E6

A. The customer shall lease (rent) from A-1 Quality Belting the following equipment:

- 2003 30x62 Lippman Jaw Crusher, S/N 2003-0308,
c/w 60" x 30' long under conveyor

B. Payment Terms:

- Payment starts on: February 01, 2015
- 3 year lease rental agreement with 24 payments of \$17,252.50 (plus GST) per month
- 24 payments with 8 skipped months
- Last payment date: September 01, 2017
- Petrowest has the option to purchase the equipment at contract maturity.
- Residual remaining will be \$ 90,000.00 (plus GST) on October 1, 2017.
- See attached payment Schedule A.

C. Should Petrowest agree to buy the equipment at the end of term, 100% of rentals made will apply to the purchase price. At any time during the lease term, Petrowest has the option to purchase the equipment at a value equal to the selling price plus interest, less applied payments, providing all payments have been made as agreed. At any time during the term of this agreement, Petrowest has the option to return any or all of the equipment to the lessor. Insurance, regular repair and maintenance are the responsibility of Petrowest.

Petrowest Civil Services LP

A-1 Quality Belting Ltd.

Signature _____

Signature Krisa

Title _____

Title Bookkeeper

Schedule A - 2003 Lippman Jaw Crusher, S/N 2003-0308

Payment Date	Amount	GST	Total Payment
Feb-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Mar-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Apr-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
May-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jun-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jul-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Aug-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Sep-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Oct-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Nov-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Dec-01-2015	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jan-01-2016	Skips		
Feb-01-2016	Skips		
Mar-01-2016	Skips		
Apr-01-2016	Skips		
May-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jun-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jul-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Aug-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Sep-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Oct-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Nov-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Dec-01-2016	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jan-01-2017	Skips		
Feb-01-2017	Skips		
Mar-01-2017	Skips		
Apr-01-2017	Skips		
May-01-2017	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jun-01-2017	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Jul-01-2017	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Aug-01-2017	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Sep-01-2017	\$ 17,242.50	\$ 862.13	\$ 18,104.63
Oct-01-2017	\$90,000.00	\$ 4,500.00	\$ 94,500.00

Inv. 110998
 Inv 111002
 Inv. 111006
 Inv 111013
 Inv 111025
 Inv 111035
 (Inv 11105)
 Inv 111070
 Inv 111089
 Inv 111101
 Inv 111115

Paid

217,255.56

Inv. 111136 Paid.
 Inv. 111159
 Inv. 111178
 Inv. 111197
 Inv 111220
 Inv 111238

24

*Scanned & emailed
to Kathy @ PW
Feb 9/15 gpa*

EQUIPMENT LEASE/RENTAL AGREEMENT

DATE: February 9, 2015

AGREEMENT: 20150201-B

Between: A-1 Quality Belting Ltd. (Lessor)
9654 128 Avenue
Grande Prairie, AB, T8V 6S1

And Petrowest Civil Services LP (Lessee)
204, 10605 Westside Drive
Grande Prairie, AB, T8V 8E6

A. The customer shall lease (rent) from A-1 Quality Belting the following equipment:

- 2014 Sumas Belt Feeder, S/N 48540243

B. Payment Terms:

- Payment starts on: February 01, 2015
- 2 year lease rental agreement with 24 payments of \$8,344.00 (plus GST) per month
- No skipped months/payments
- Last payment date: September 01, 2017
- Petrowest has the option to purchase the equipment at contract maturity.
- Residual remaining will be \$ 45,000.00 (plus GST) on February 1, 2017.
- See attached payment Schedule A.

C. Should Petrowest agree to buy the equipment at the end of term, 100% of rentals made will apply to the purchase price. At any time during the lease term, Petrowest has the option to purchase the equipment at a value equal to the selling price plus interest, less applied payments, providing all payments have been made as agreed. At any time during the term of this agreement, Petrowest has the option to return any or all of the equipment to the lessor. Insurance, regular repair and maintenance are the responsibility of Petrowest.

Petrowest Civil Services LP

A-1 Quality Belting Ltd.

Signature _____

Signature *[Signature]*

Title _____

Title *Bookkeeper*

EQUIPMENT LEASE/RENTAL AGREEMENT

DATE: July 1, 2016 Agreement #: RB070116-RB

LEASE (Customer)

Petrowest Civil Services LP
#202, 10055-120 Avenue
Grande Prairie, AB
T8V 8H8

LESSOR

A-1 Quality Belting
PO Box 65
Wembley, AB
T0H 3S0

A. LEASE: The customer shall lease (rent) from 1543572 the Equipment (as defined below) on the conditions stated below and on any schedules attached hereto.

B. PAYMENT: On the date shown on Petrowest Construction's monthly invoice, the Customer shall pay A-1 Quality Belting the following as "Rent".

8 Payments	\$	36,524.25	including interest % of:	<u>8%</u>
Payments				
Insurance	\$			
Goods and Services Tax	\$	1,826.21	5% GST	
Total Fixed Rent	\$	38,350.46		
Selling Price	\$			

DETAILS OF EQUIPMENT

STOCK NO.	MANUFACTURERS DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
*****As per attached Schedule *****			
*****Payment calculation as per attached Amortization Schedule *****			

C. PLACE OF USE: Civil Services LP USE: o/a R Bee Crushing

D. TERM: The term of this agreement is for 8 months commencing on July 1, 2016 (first payment due date) provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Petrowest and the customer) and will be deemed to be amended.
Residual Value at lease maturity: \$ 1,455.93

E. SPECIAL INSTRUCTIONS:

Should Petrowest agree to buy the equipment at end of term 100% of rentals made to apply to the purchase price.

At any time during the lease term, Petrowest has the option to purchase the equipment at a value equal to the selling price plus interest, less applied payments, providing all payments have been made as agreed.

At any time during the lease term, Petrowest has the option to return any or all of the equipment to the lessor.

The title to equipment will then transfer to Petrowest at end of term, providing all payments have been made as agreed.

Insurance, regular repair and maintenance are the responsibility of Petrowest.

Petrowest Civil Services LP	A-1 Quality Belting
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>
TITLE <u>V/P OPERATIONS</u>	TITLE <u>Bookkeeper</u>

COPIED FOR LEASE END
2016 Initials

A-1 Quality Belting Ltd.

PO Box 65
Wembley, AB, ToH3So

June 29, 2016

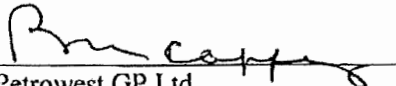
Rental Purchase Agreement between A-1 Quality Belting & Petrowest GP Ltd.

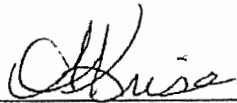
For the following equipment, subject to lump sum down payment being received of \$525,000.00 (\$500,000 plus \$25,000 gst).

8 equal payments of \$38,350.47 (\$36,524.25 plus \$1,826.22 gst) commencing July 1, 2016, with final payment due February 1, 2017.

<u>EQUIPMENT INCLUDED:</u>	<u>AMOUNT</u>
2014 Clemro 16 Wheel Chassis c/w HP500 Nordberg Cone Crusher, infeed conveyor & outfeed conveyor. S/N 1849-5154; Unit A-1 HP500-11	\$570,000.00
2006 Power/Tower Van c/w 2006 Detroit 750 KW Generator Set S/N 1PT01JAH3P9010664, Unit A-1 TW12	\$165,000.00
345D Cat Excavator c/w Digging Bucket S/N CAT0345DVRAJ00413, Unit A-1 345-1	\$ 50,000.00
 Rental Purchase Price	 \$785,000.00

Date Signed June 30, 2016.


Petrowest GP Ltd.


A-1 Quality Belting Ltd.

*****SCHEDULE "A"*****

July - 01 - 2016

2014 Clemro 16 Wheel Chassis c/w HP500 Nordberg Cone Crusher, infeed conveyor & outfeed conveyor
S/N 1849-5154; Unit A-1 HP500-11

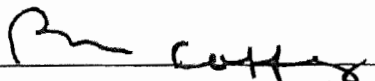
2006 Power/Tower Van c/w 2006 Detroit 750 KW Generator Set
S/N 1PT01JAH3P9010664, Unit A-1 TW12

345D Cat Excavator c/w Digging Bucket
S/N CAT0345DVRAJ00413, Unit A-1 345-1

*No Payment
made @ all.*

LOAN VALUES				LOAN SUMMARY		
Loan amount	\$285,000.00			Monthly payment	\$36,524.25	
Annual interest rate	8.00%			Number of payments	8.04	
Loan period in years	0.67			Total interest	\$8,654.95	
Start date of loan	6/1/2016			Total cost of loan	\$293,654.95	
PMT NO.	PAYMENT DATE	BEGINNING BALANCE	PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
1	7/1/2016	\$285,000.00	\$36,524.25	\$34,624.25	\$1,900.00	\$250,375.75
2	8/1/2016	\$250,375.75	\$36,524.25	\$34,855.08	\$1,669.17	\$215,520.68
3	9/1/2016	\$215,520.68	\$36,524.25	\$35,087.44	\$1,436.80	\$180,433.23
4	10/1/2016	\$180,433.23	\$36,524.25	\$35,321.36	\$1,202.89	\$145,111.87
5	11/1/2016	\$145,111.87	\$36,524.25	\$35,556.84	\$967.41	\$109,555.04
6	12/1/2016	\$109,555.04	\$36,524.25	\$35,793.88	\$730.37	\$73,761.16
7	1/1/2017	\$73,761.16	\$36,524.25	\$36,032.51	\$491.74	\$37,728.65
8	2/1/2017	\$37,728.65	\$36,524.25	\$36,272.72	\$251.52	\$1,455.93

Inv. 111164 - 525,000 - July/16
Inv 111165 - 38,350.⁴⁶ July/16
Inv 111202 - 38,350.⁴⁶ Aug/16
Inv 111223 - 38,350.⁴⁶ Sept/16
Inv 111235 - 38,350.⁴⁶ Oct/16

Approved by: 
Brian Coffey
VP of Operations
PETROWEST CORPORATION

EQUIPMENT LEASE/RENTAL AGREEMENT

DATE: August 1, 2014

LEASE (Customer)	LESSOR
Petrowest Civil Services LP 204, 10605 Westside Drive Grande Prairie, AB T8V 8E8	A-1 Quality Belling 9654-128 Avenue Grande Prairie, AB T8V 6S1

A. LEASE: The customer shall lease (rent) from 1543572 the Equipment (as defined below) on the conditions stated below and on any schedules attached hereto.

B. PAYMENT: On the date shown on Petrowest Construction's monthly invoice, the Customer shall pay A-1 Quality Belling the following as "Rent".

24 Payments	\$	139,180.65	including Interest % of:	6%
12 Payments		skipped	each year (Jan/Feb/March/Apr)	
Insurance	\$			
Goods and Services Tax	\$	8,959.03	5% GST	
Total Fixed Rent	\$	148,139.68		
Selling Price	\$			

DETAILS OF EQUIPMENT

STOCK NO.	MANUFACTURERS DESCRIPTION (INCLUDING ATTACHMENTS)	VEHICLE IDENTIFICATION NUMBER (SERIAL NUMBER)	VALUE OF EQUIPMENT
	*****As per attached Schedule "A"*****		
	*****Payment calculation as per attached Schedule "B"*****		

C. PLACE OF USE: Civil Services LP USE: a/a R Bee Crushing

D. TERM: The term of this agreement is for 36 months commencing on August 1st, 2014 (first payment due date)
provided always that if the rental of the Equipment continues after the aforesaid expiry date, then this Agreement will be extended on a month-to-month basis (subject to any other renewal periods agreed upon in writing by Petrowest and the customer) and will be deemed to be amended.
Residual Value at lease maturity: \$ -

E. SPECIAL INSTRUCTIONS:
Should Petrowest agree to buy the equipment at end of term 100% of rentals made to apply to the purchase price.
At any time during the lease term, Petrowest has the option to purchase the equipment at a value equal to the selling price plus interest, less applied payments, providing all payments have been made as agreed.
At any time during the lease term, Petrowest has the option to return any or all of the equipment to the lessor.
The title to equipment will then transfer to Petrowest at end of term, providing all payments have been made as agreed.
Insurance, regular repair and maintenance are the responsibility of Petrowest.

Petrowest Civil Services LP	A-1 Quality Belling
Signature <u>Brian Coffey</u>	Signature <u>Bernie Reed</u>
TITLE	TITLE <u>PRES.</u>

***** Schedule "B" *****

			\$3,151,260.00	Fair Value	\$/ Line intr total	TOTAL w Intr		
			6.0%	Interest Rate	189,075.60	3,340,335.60	139,180.65	
			\$3,340,335.60	Value w/ Intr	Payments	total pmt w intr	intr p/ month	
			36	Term in Months	24	139,180.65	7,878.15	
			\$139,180.65	Lease Payment per Month				
			08/01/14	Lease Start Date				
			Lease Detail	Fair Value/PF of Min Lease Payments	Total Lease Payment	Interest	Principal	Fair Value/PF of Min Lease Payments
1	Aug	2014		3,151,260.00	139,180.65	7,878.15	131,302.50	3,019,957.50
2	Sep	2014		3,019,957.50	139,180.65	7,878.15	131,302.50	2,888,655.00
3	Oct	2014		2,888,655.00	139,180.65	7,878.15	131,302.50	2,757,352.50
4	Nov	2014		2,757,352.50	139,180.65	7,878.15	131,302.50	2,626,050.00
5	Dec	2014		2,626,050.00	139,180.65	7,878.15	131,302.50	2,494,747.50
6	Jan	2015	skip	2,494,747.50			0.00	2,494,747.50
7	Feb	2015	skip	2,494,747.50			0.00	2,494,747.50
8	Mar	2015	skip	2,494,747.50			0.00	2,494,747.50
9	Apr	2015	skip	2,494,747.50			0.00	2,494,747.50
10	May	2015		2,494,747.50	139,180.65	7,878.15	131,302.50	2,363,445.00
11	Jun	2015		2,363,445.00	139,180.65	7,878.15	131,302.50	2,232,142.50
12	Jul	2015		2,232,142.50	139,180.65	7,878.15	131,302.50	2,100,840.00
13	Aug	2015		2,100,840.00	139,180.65	7,878.15	131,302.50	1,969,537.50
14	Sep	2015		1,969,537.50	139,180.65	7,878.15	131,302.50	1,838,235.00
15	Oct	2015		1,838,235.00	139,180.65	7,878.15	131,302.50	1,706,932.50
16	Nov	2015		1,706,932.50	139,180.65	7,878.15	131,302.50	1,575,630.00
17	Dec	2015		1,575,630.00	139,180.65	7,878.15	131,302.50	1,444,327.50
18	Jan	2016	skip	1,444,327.50			0.00	1,444,327.50
19	Feb	2016	skip	1,444,327.50			0.00	1,444,327.50
20	Mar	2016	skip	1,444,327.50			0.00	1,444,327.50
21	Apr	2016	skip	1,444,327.50			0.00	1,444,327.50
22	May	2016		1,444,327.50	139,180.65	7,878.15	131,302.50	1,313,025.00
23	Jun	2016		1,313,025.00	139,180.65	7,878.15	131,302.50	1,181,722.50
24	Jul	2016		1,181,722.50	139,180.65	7,878.15	131,302.50	1,050,420.00
25	Aug	2016		1,050,420.00	139,180.65	7,878.15	131,302.50	919,117.50
26	Sep	2016		919,117.50	139,180.65	7,878.15	131,302.50	787,815.00
27	Oct	2016		787,815.00	139,180.65	7,878.15	131,302.50	656,512.50
28	Nov	2016		656,512.50	139,180.65	7,878.15	131,302.50	525,210.00
29	Dec	2016		525,210.00	139,180.65	7,878.15	131,302.50	393,907.50
30	Jan	2017	skip	393,907.50			0.00	393,907.50
31	Feb	2017	skip	393,907.50			0.00	393,907.50
32	Mar	2017	skip	393,907.50			0.00	393,907.50
33	Apr	2017	skip	393,907.50			0.00	393,907.50
34	May	2017		393,907.50	139,180.65	7,878.15	131,302.50	262,605.00
35	Jun	2017		262,605.00	139,180.65	7,878.15	131,302.50	131,302.50
36	Jul	2017		131,302.50	139,180.65	7,878.15	131,302.50	0.00
			Total		3,340,335.60	189,075.60	3,151,260.00	

Paid
#2,192,095.20

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111239

*****SCHEDULE "A"*****

August - 01 - 2014

UNIT #	YEAR	MAKE	MODEL	SERIAL	Description	Description	Price to Petrowest
RBRT74	2007	VOLVO	A40D	A40DV13471	ROCK TRUCK ✓	2007 A40D SERIAL A40DV13471	174,295.00
RBRT73	2007	VOLVO	A40D	A40DV13538	ROCK TRUCK ✓	2007 A40D SERIAL A40DV13538	152,295.00
RBRTA35-13	2008	VOLVO	A35E	VCE0A35EV00010231	ROCK TRUCK ✓	2008 A35E SERIAL VCE0A35EV00010231	155,045.00
RBRTA35-11	2007	VOLVO	A35D	A35DV13851	ROCK TRUCK ✓	2007 A35D SERIAL A35DV13851	155,045.00
RBRTA35-12	2007	VOLVO	A35D	A35DV13654	ROCK TRUCK ✓	2007 A35D SERIAL A35DV13654	155,045.00
RBRTA35-14	2006	VOLVO	A35D	A35DV72252	ROCK TRUCK ✓	2006 A35D SERIAL A35DV72252	155,045.00
RBRT75	2008	VOLVO	A40E	VCEA40EC00011715	ROCK TRUCK ✓	2008 A40E SERIAL VCEA40EC00011715	254,045.00
RBRT76	2006	VOLVO	A40D	A40DV70146	ROCK TRUCK ✓	2006 A40D SERIAL A40DV70146	188,045.00
RBRT77	2006	VOLVO	A40D	A40DV12869	ROCK TRUCK ✓	2006 A40D SERIAL A40DV12869	177,045.00
RBRT78	2006	VOLVO	A40D	A40DV13019	ROCK TRUCK ✓	2006 A40D SERIAL A40DV13019	177,045.00
RB345D-1	2010	CAT	345D	CAT0345DHEEH00729	EXCAVATOR ✓	2010 345D SERIAL CAT0345DHEEH00729	259,545.00
RBK450-1	2011	KOMATSU	PC450LC-8	KMTPC192K54A10240	EXCAVATOR ✓	2011 PC450LC-8 SER KMTPC192K54A10240	155,045.00
RBCL3448-1	1991	CLEMRO	34 x 48	0393	JAW CRUSHER ✓	1991 CLEMRO 34X48 JAW CRUSHER	141,295.00
RBSB-28	2008	SPOMAC	45 YARD	PB816	SURGE BIN ✓	2008 SPOMAC SURGE BIN	42,280.00
RB1560-1	1994	NORBERG	1560	1560-111-4	CONE CRUSHER ✓	1560 NORDBERG CONE CRUSHER 1560-111-4	133,045.00
RB2054-11	2014	Clemro	20 x 54	1819-5087	CRUSHER PLANT ✓	2014 JAW CRUSHER PLANT	215,000.00
RBCMP-17	Used	WESTQUIP	60KW	M06F11151510	DOGHOUSE ✓	WESTQUIP 60 KW M06F11151510	17,475.00
RBCMP-18	Used	ISUZU	40KW	4BG-185592	GENSET ✓	SKID MOUNTED GEN SET W SWITCH GEAR	7,610.00
RBSB-27	Used	EL RUSS	2861	M2861ER015B	SURGE BIN ✓	PORTABLE SURGE BIN W CONVEYOR	35,090.00
RB100-5	Used	GOODFELLOW	36 x 100	36100	CONVEYOR ✓	PORTABLE CONVEYOR	36,925.00
RBSCR-27	Used	Elruss	6 x 20/6 x 20	UM-157	SCREENING PLANT ✓	SCREENING PLANT W CONVEYORS AND CHASSIS	120,000.00
RBSCR-28	Used	Clemro	7 x 20 / 6 X 20	1399-3993	SCREENING PLANT ✓	TWIN SCREENING PLANT / SCREendeck	245,000.00

3,151,260.00

Schedule A - 2014 Sumas Belt Feeder, S/N 48540243 - PW

Payment Date	Amount	GST	Total Payment
Feb-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Mar-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Apr-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
May-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Jun-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Jul-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Aug-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Sep-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Oct-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Nov-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Dec-01-2015	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Jan-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Feb-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Mar-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Apr-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
May-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Jun-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Jul-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Aug-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Sep-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Oct-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Nov-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Dec-01-2016	\$ 8,344.00	\$ 417.20	\$ 8,761.20
Jan-01-2017	\$ 8,344.00	\$ 417.20	\$ 8,761.20

Feb-01-2017	\$ 45,000.00	\$ 2,250.00	\$ 47,250.00
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Inv. 1110999

Inv. 111003

Inv. 111007

Inv. 111014

Inv. 111021

Inv. 111036

Inv. 111052

Inv. 111066

Inv. 111086

Inv. 111100

Inv. 111112

Inv. 111120

Inv. 111122

Inv. 111129

Inv. 111134

Inv. 111135

Inv. 111158

Inv. 111175

Inv. 111194

Inv. 111120

Inv. 111234

Inv. 111234

Inv. 111234

Inv. 111234

Paid

91,784.40
Apr 25/16

Paid
148,940.40

Pl 4

Deferred

A1 Quality Belting/Rents

Equipment Rental Agreement

AGREEMENT OF RENTAL made at Wembley
In the Province of Alberta on the 16 day of August year of 2017
by and between A1 Quality Belting,
hereinafter called the "Supplier" and R Bee Crushing
(address) Po Box 1110, Gibbons, AB
hereinafter called the "Customer"

WITNESSETH: That the Supplier and the Customer have mutually agreed as follows:

1. The Supplier hereby rents to the Customer under the terms and conditions of this Agreement including the Conditions printed below and on the reverse side of this sheet, the equipment described and identified under the heading of Details of Equipment (hereinafter called "the equipment"), for use at such location, for such guaranteed rental period and at such rental rates as therein stated.
2. The supplier shall deliver the equipment on or about _____ free on board to:
(name of Customer's agent or carrier) _____
in good condition and working order for shipment to the Customer.
3. The Customer declares that the Company or Agent carrying the insurance covering the Equipment whilst in his possession. In accordance with Paragraph 13 of the General Conditions,
will be (name) _____
(address) _____
4. This Agreement will be interpreted to the laws of the Province of Alberta.

Please find specifics of each peice on following invoices.

Special Conditions

The following Special Conditions form part of this Agreement and in the event of there being conflict between the provisions of the Special Conditions and those of the General Conditions, the Special Conditions shall prevail.

OVERDUE payments shall bear the interest of 24% per annum.

NOTE: Minimum liability limit required is \$2 million.

A-1 Quality Belting Ltd.
PO Box 65
Wembley, Alberta T0H 3S0
Phone: (780) 814-7696

EQUIPMENT LISTING FOR MONTHLY RENTAL INVOICE FROM MAY – DECEMBER
2021 Price - \$325,000/month

8 – WA600 Komatsu Wheel Loaders
5 – HM400 40 Tonne Trucks
7 – A40 Volvo Rock Trucks
3 – 345D Cat Excavators
1 – 365C Cat Excavator
2 – 55ft. Zoomboom Lift Trucks
1 – 140ft x 36" Extendable Conveyor
1 – 36" x 150ft KPI Super Stacker
3 – 36" x 60ft Wheeled Field Conveyors
1 – 650 Komatsu Excavator
1 – 6x20 Elrus Screen Plant
1 – 6x16, 6x20 Elrus Twin Screen Plant
2 – 36"x120ft McLoskey Radial Stacking Conv
2 – 60 Tonne Aspen Lowbeds c/w Keep and Booster Arrangements
8 – KPI 7x20 Two Deck Screen Decks
1 – JCI Twin Screen Plant c/w 2-7x20 Screen Decks
1 – Sumas Welding Surge Bin c/w 54" Infeed and 54" out Feed Conveyers
1 – 2021 Two Bin Belt Feeder c/w 42" Under Hopper Flat Belts and 48" Cross Conveyors
1 – Cummins 1000KW Generator Set
3 – 246C Cat Skid Steers

This is Exhibit "I" referred to in the
Affidavit of

Bernie Read
Sworn before me this 14 day

of April A.D., 2025

[Signature]
A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Melissa M. Milne
A Commissioner for Oaths
in and for Alberta
My Commission Expires Feb. 5, 2036

Pickups April 1, 2021 - \$20,157.65 on a month to month basis
Initial payment June 21, 2021 \$81,912.00

Year	Make	Model	Colour	VIN
2021	Chevrolet	Silverado	D. Blue	1GC4YUEY0MF214165
2021	Chevrolet	Silverado	White	1GC4YUEY3MF214449
2021	Chevrolet	Silverado	White	1GC4YUEY0MF214330
2021	Chevrolet	Silverado	White	1GC4YSEY7MF221263
2021	Chevrolet	Silverado	White	1GC4YUEY5MF214405
2021	Chevrolet	Silverado	White	1GC4YUEY7MF214454
2021	Chevrolet	Silverado	White	1GCUYED8MZ232155
2021	Chevrolet	Silverado	White	1GC4YUEY0MF214568
2021	Chevrolet	Silverado	White	1GCUYHELMXZ202762
2021	Chevrolet	Silverado	White	1GC4YUEY9MF214388

Company Director:

David Howells

Signature:

[Signature]

GENERAL CONDITIONS OF EQUIPMENT RENTAL AGREEMENT (LEASE)

The conditions of lease here below stated, together with the Agreement set forth on Page 1 constitute a contract between the parties therein named which contract is hereafter referred to as "this Agreement".

- 1) **RENTAL PERIOD.** The Rental period shall cover all time consumed in transporting the equipment, including the date of legal delivery to a public carrier for transit to Lessee and upon return of the equipment, the date of legal delivery by such carrier to Lessor, or if no public carrier is used, shall include the date upon which transit to Lessee begins and the date upon which transit from Lessee ends at Lessor's unloading point.
- 2) **CALCULATION OF RENTAL CHARGES.**
 - a. MONTHLY RENTAL RATES are for a period of 4 weeks (28 days), computed from the date of commencement of the rental period and shall apply when the number of hours the equipment is operated in any one month does not exceed 200 (two hundred) hours.
 - b. WEEKLY RENTAL RATES are for a period of one week (7 days), from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 50 (fifty) hours.
 - c. OVERTIME CHARGES: where equipment is operated in excess of the above stated hourly maximum. Such excess shall be charged at the rate specified on Page 1 of this Agreement.
 - d. Rental rates shall not be subject to any deduction of any non-working time during the rental period, nor because the Customer returns the equipment before the expiration of the Guaranteed Rental Period.
- 3) **PAYMENT.** The rent for any and every item of equipment described in the Description of Equipment shall be the amount therein designated and is payable in advance on the first day of each period. Lessee shall pay Lessor interest at eighteen percent (18%) or the highest lawful rate, whichever is greater, on any delinquent payment from the date when such payment was due until paid and on any other sum for breach of this Agreement, from the date of the breach, and expenses of collection or suit, including actual attorneys' fees.
- 4) **FEES, ASSESSMENTS, AND TAXES PAID BY LESSEE.** Lessee shall pay all license fees, assessments, and sales, use, property and excise, and other taxes or hereafter imposed, and relating to Lessee's use of possession of the equipment.
- 5) **MAINTENANCE, OPERATION AND REPAIRS: THE LESSEE DECLARES THAT HE OR ITS EMPLOYEES UNDERSTAND THE OPERATION OF THE EQUIPMENT.** The Lessee shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment without express permission from the Lessor, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Lessee's own expense, maintain and ultimately return the equipment and its appurtenances in good repair and operating condition. This Agreement shall continue to be in force until the Lessor's equipment and its appurtenances are returned in good repair and operating condition. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the term of this Agreement pay the cost of:
 - a. Greasing daily, change engine oil every 250 hours.
 - b. All fuel, oil and lubricants required to operate the equipment.
 - c. All repairs and replacement parts including labor charges, required to be made to the equipment in order to keep it in good repair and running order.
- 6) **DISCLAIMER OF WARRANTIES.** Lessor, being neither the Manufacturer, nor a Supplier, nor a Dealer in the equipment, makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. Lessor further disclaims any liability whatsoever for loss, damage, or injury to Lessee or third parties as a result of any defects, latent or otherwise, in the equipment. As to Lessor, Lessee leases the equipment "as is". Lessor shall not be liable in any event to Lessee for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, equipment hereby leased or accidental breakage thereof.
- 7) **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or

This is Exhibit "J" referred to in the Affidavit of

Bernie Reed

Sworn before me this 4th day

of April A.D., 2025

CONSULTING AGREEMENT

THIS AGREEMENT made as of the 1st day of November, 2017.

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

BETWEEN:

Melissa M. Milne
A Commissioner for Oaths
in and for Alberta

RBEE AGGREGATE CONSULTING LTD., a body corporate incorporated under the laws of Alberta (hereinafter called the "Corporation")

My Commission Expires Feb. 5, 2026

- and -

A 1 QUALITY BELTING LTD., a body corporate incorporated under the laws of Alberta (hereinafter called the "Consultant")

WHEREAS the Corporation requires certain consulting services as set forth herein;

AND WHEREAS Bernie Reed is the Consultant's principal (the "Principal");

AND WHEREAS the Consultant agrees to provide such consulting services to the Corporation pursuant to the terms of this Agreement;

NOW THEREFORE in consideration of the agreement by the Corporation to enter into this Agreement, and the provision of services by the Consultant to the Corporation, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) "**Agreement**" means this consulting agreement;
- (b) "**Corporation Property**" includes any materials, tools, equipment, devices, records, files, data, software, communications, proposals, correspondence, specifications or any other documents or property relating to the business of the Corporation or belonging to the Corporation or any Related Corporation;
- (c) "**Confidential Information**" means any information of a confidential nature which relates to the business or activities of the Corporation or any Related Corporation, including, without limiting the generality of the foregoing, trade secrets, technical information, marketing plans, sales and pricing policies, financial information, business plans, methods, documentation, intellectual property, software, products, strategic studies, engineering information, customer and supplier lists, shareholder data and personnel information. Notwithstanding the foregoing, Confidential Information shall not include any information which:

- (i) is or becomes public knowledge through no fault of the Consultant or the Principal;
 - (ii) is independently developed by the Consultant outside the scope of its Services to the Corporation;
 - (iii) is disclosed by the Corporation to another Person without any restriction on its use or disclosure; or
 - (iv) is or becomes lawfully available to the Consultant from a source other than the Corporation;
- (d) **"Effective Date"** means the date of this Agreement first written above;
- (e) **"GST"** means all taxes payable under Part IX of the *Excise Tax Act* (Canada);
- (f) **"Notice"** means any Notice given by one Party to the other Party in accordance with Article IX;
- (g) **"Party"** means either of the Consultant and the Corporation, and **"Parties"** means the Consultant and the Corporation;
- (h) **"Person"** means an individual, a partnership, a corporation, a limited or unlimited liability company, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;
- (i) **"Related Corporation"** means any subsidiary, parent company, division, affiliate, predecessor or successor, howsoever organized, of the Corporation;
- (j) **"Remuneration"** means those amounts payable by the Corporation to the Consultant pursuant to Section 5.1;
- (k) **"Services"** has the meaning set out in Schedule "A";
- (l) **"Taxes"** means all federal, provincial and municipal taxes including, without limitation, amounts payable under the *Income Tax Act*, the *Employment Insurance Act*, the *Excise Tax Act* and the *Canada Pension Plan Act*;
- (m) **"Term"** means the period during which this Agreement remains in force pursuant to Section 2.2;
- (n) **"Termination Date"** means the last day that the Consultant actively performs services for the Corporation; and

1.2 The headings in this Agreement are inserted for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

1.3 All words in this Agreement importing the singular number include the plural, and vice versa. All words importing gender include the masculine, feminine and neuter genders.

1.4 All monetary amounts in this Agreement are in Canadian dollars.

1.5 The Schedules to this Agreement are as follows:

- (a) Schedule "A" - Services; and
- (b) Schedule "B" – Form of Expert Agreement.

In the event of any inconsistency between the terms of this Agreement and the Schedules hereto; the terms of this Agreement shall prevail.

ARTICLE II

TERMS OF ENGAGEMENT

2.1 The Corporation agrees to engage the Consultant to provide the Services set out herein during the Term.

2.2 The Term shall be for an indefinite period commencing on the Effective Date, unless earlier terminated by the Corporation or the Consultant pursuant to the terms of this Agreement.

ARTICLE III

INDEPENDENT CONTRACTOR

3.1 The Consultant represents that it is in business for itself and that it is an independent contractor for the purposes of the *Income Tax Act*. Nothing in this Agreement shall be regarded or construed as creating any relationship, whether employer/employee, joint venture, agency, association, partnership, dependent contractor or otherwise, between the Consultant and the Corporation, or between the Corporation and any Person, agent or employee related to, belonging to or employed by the Consultant, other than an independent contractor relationship as set out herein.

3.2 The Parties agree that the Corporation shall direct the Consultant only as to the results to be achieved from the provision of the Services by the Consultant, and not as to the detail, manner or method of achieving such results.

ARTICLE IV

CONSULTING SERVICES

4.1 The Consultant shall, during the Term:

- (a) provide the Services set out in Schedule "A" to the Corporation in a timely and professional manner; and
- (b) use its professional skill, diligence and care to ensure that the Services are provided and completed to the reasonable satisfaction of the Corporation, and

perform the Services in a diligent and workmanlike manner in accordance with the best industry methods, standards and practices available. The Consultant shall comply with all applicable laws, regulations, rules, codes, orders and standards imposed by the applicable federal, provincial or local government authorities with respect to the provision of any Services, and shall not subcontract the provision of any Services without the prior written consent of the Corporation.

4.2 Unless otherwise agreed to by the Corporation in writing, the Consultant shall provide the services of the Principal to perform on a full-time basis all of the Services required to be provided under this Agreement, in accordance with the terms of this Agreement.

ARTICLE V **REMUNERATION**

5.1 The Corporation shall pay the Consultant a fee of \$256,000 per annum (the "**Base Fee**") plus any GST payable in respect of such Services and any reasonable out-of-pocket expenses incurred by the Consultant in the performance of the Services (the "**Remuneration**").

5.2 The Consultant shall render an invoice to the Corporation for Services rendered every month, based upon the Base Fee. Where applicable, the invoice shall include GST in respect of the Services, the GST number of the Consultant and a detailed summary of the expenses incurred, together with any supporting receipts and other invoices. The Corporation shall pay the amount of the invoice within ten (10) days of its receipt of an invoice from the Consultant in accordance with the terms of this Agreement.

5.3 The Consultant expressly acknowledges that as an independent contractor, it is not entitled to receive from the Corporation any form of remuneration or benefits whatsoever other than as expressly set out in this Article V. The Company is not obligated nor shall it make any deductions or withholdings from the Remuneration paid to the Consultant under this Agreement and the Consultant further acknowledges that it is solely responsible for remitting all applicable payments under the *Income Tax Act*, the *Employment Insurance Act*, the *Canada Pension Plan Act*, the *Excise Tax Act* and the *Workers' Compensation Act* as required by law.

5.4 The Consultant shall upon request provide the Corporation proof of remittances to the appropriate government agencies for Employment Insurance contributions, Canada Pension Plan contributions and income tax deductions.

ARTICLE VI **TERMINATION**

6.1 In the event that the Consultant or the Principal commits a material breach of any term or provision of this Agreement, and in the event that the Consultant fails to cure the breach within fifteen (15) days of receiving written notice, the Corporation may terminate this Agreement immediately without notice.

6.2 The Corporation may terminate this Agreement, without cause, at any time on six (6) months' prior written notice to the Corporation, in which case the Consultant shall only be entitled to receive any Remuneration owing to it up to and including the Termination Date.

6.3 The Consultant may terminate this Agreement at any time on six (6) months' prior written notice, in which case the Consultant shall only be entitled to receive any Remuneration owing to it up to and including the Termination Date.

6.4 The Consultant acknowledges and agrees that pursuant to the terms of this Agreement, it will acquire Corporation Property which is and shall remain the sole and exclusive property of the Corporation. Upon termination of this Agreement for any reason, the Consultant shall return to the Corporation all Corporation Property, together with any copies or reproductions thereof, which may have come into the Consultant's possession during the course of or pursuant to this Agreement, and shall delete or destroy all computer files on its computers and computer systems that may contain any Confidential Information belonging to the Corporation, or its Related Corporations.

ARTICLE VII **INDEMNIFICATION**

7.1 In the event that the Canada Revenue Agency, Human Resources and Skills Development Canada, Service Canada, the Workers' Compensation Board of Alberta or other applicable government agency, for whatever reason, seeks payment from the Corporation or any director, officer or employee of the Corporation, of any Taxes, benefits, premiums or other amounts arising from the Remuneration paid to the Consultant, the Consultant and the Consultant's Principal, jointly and severally, shall indemnify the Corporation and any of its directors, officers and employees, for the amount of any such Taxes, benefits, premiums or other amounts (including any interest and penalties).

7.2 The Consultant further agrees that the Corporation may set off an amount equal to amounts described in Section 7.1 which have been claimed against or paid by the Corporation from any Remuneration owing to the Consultant.

ARTICLE VIII **NON-COMPETITION, NON-SOLICITATION AND** **CONFIDENTIAL INFORMATION**

8.1 In this Article VIII,

(a) **"Business"** means:

- (i) the mobile rock and gravel crushing business that has been carried on by the Corporation (and by PetroWest Civil Services LP under the name "RBee Crushing" prior to the acquisition by the Corporation of all assets of PetroWest Civil Services LP used in such business) and that will, after the Effective Date, be carried on by the Corporation; and
- (ii) any other business from time to time carried on by the Corporation;

(b) **"Competing Business"** means any business, enterprise, proprietorship, venture, or undertaking of any kind engaged in any business which is similar to, or which competes with, the Business;

- (c) **"Customer"** or **"Client"** means any person or entity who was a customer or client of the Corporation or Petrowest Civil Services LP at any time during the twelve (12) month period prior to the Termination Date; and
- (d) **"Territory"** means all territory within the Provinces of British Columbia, Alberta, and Saskatchewan.

8.2 The Consultant acknowledges and agrees that in performing the Services under this Agreement, it will occupy a position of trust and confidence with the Corporation, pursuant to which it will develop and acquire wide experience and knowledge with respect to all aspects of the business carried on by the Corporation and its Related Corporations, and the manner in which such business is conducted. It is the express intent and agreement of the Consultant and the Corporation that such knowledge and experience shall be used solely and exclusively in furtherance of the business interests of the Corporation and its Related Corporations, and not in any manner detrimental to them. Accordingly, the Consultant therefore agrees that neither it nor any employee or agent of the Consultant (including, without limitation, the Principal) shall, at any time while the Consultant remains a consultant of the Corporation and for twenty-four (24) months following the Termination Date, either alone or in Corporation or in conjunction with any person, firm, company, corporation, Corporation, trust, syndicate, unincorporated association, governmental body or any other entity or group, whether as principal, agent, employee, director, officer, shareholder, consultant or in any capacity or manner whatsoever, either directly or indirectly:

- (a) carry on, promote, sponsor, participate in, be employed by, be engaged in, be connected with, assist with, or advise, invest in or give financial assistance to, any Competing Business operating within the Territory; provided however that such restriction shall not apply to any holding of securities of a Competing Business which is listed on a recognized stock exchange that does not exceed, in the aggregate, five percent (5%) of the outstanding securities of such entity, and provided that there is no involvement of the Consultant or Principal in any way with respect to such entity other than as a shareholder;
- (b) solicit or accept business from any Customer or Client if the subject matter of such solicitation or acceptance is for, or in connection with, or on behalf of any Competing Business;
- (c) solicit, induce or attempt to influence, directly or indirectly, an employee or contractor of the Corporation or its affiliates to leave their employment or engagement with the Corporation or that of any of its affiliates and the Consultant shall not recruit, employ, or carry on business with, directly or indirectly, an employee or contractor of the Corporation (or any of its affiliates) that has left the engagement of the Corporation (or that of any of its affiliates) until at least six (6) months has lapsed since such employee or contractor left such engagement unless such employee or contractor has responded to an employment or similar notice or advertisement that has been made available to members of the public generally including, without limitation, notices or advertisements placed in newspapers,

online job postings, trade publications or through third party recruitment or job placement services; or

- (d) solicit any Customer or Client if the purpose of that solicitation is to induce that Customer or Client to reduce its level of business with the Corporation or that of any of its affiliates or to encourage that Customer or Client to start doing business or to increase its level of business with any other person or entity when such a change may negatively affect the opportunity of the Corporation (or that of any of its affiliates) to maintain or increase their level of business with that Customer or Client.

8.3 The Consultant further acknowledges and agrees that in performing the Services under this Agreement, it will become knowledgeable with respect to a wide variety of Confidential Information which is the sole and exclusive property of the Corporation and its Related Corporations, the disclosure or misuse of which would cause irreparable harm to the Corporation and its Related Corporations. The Consultant therefore agrees that during the Term, and following termination of the Agreement for any reason, it and any employee or agent of the Consultant including, without limitation, the Principal, shall treat confidentially all Confidential Information belonging to the Corporation or its Related Corporations, and shall not use or disclose the Confidential Information to any unauthorized Persons, except with the prior written consent of the Corporation, or otherwise as and to the extent required by law.

8.4 The Consultant acknowledges and agrees that the Corporation will suffer irreparable harm in the event that the Consultant breaches any of its obligations under this Article VIII, and that monetary damages would be impossible to quantify and inadequate to compensate the Corporation for such a breach. Accordingly, the Consultant agrees that in the event of a breach or a threatened breach by the Consultant of any of the provisions of this Article VIII, the Corporation shall be entitled to obtain, in addition to any other rights, remedies or damages available to the Corporation at law or in equity, an interim and permanent injunction, without having to prove damages, in order to prevent or restrain any such breach or threatened breach by the Consultant, or by any or all of the Consultant's directors, officers, employees, consultants, servants, agents, representatives and any other Persons directly or indirectly acting for, or on behalf of, or with the Consultant including, without limitation, the Principal, and that the Corporation shall be entitled to all of its costs and expenses incurred in obtaining such relief, including reasonable solicitor and client legal costs and disbursements, and that the Corporation shall be entitled to set off against any damages or potential damages suffered by the Corporation any amounts owing to the Consultant under the terms of this Agreement.

8.5 The Consultant hereby agrees that all restrictions contained in this Article VIII are reasonable and valid, and that enforcement of the restrictions set out herein shall not prevent the Consultant from carrying on business, and hereby waives any and all defenses to the strict enforcement thereof by the Corporation by any lawful means, including injunctive relief. If any covenant or provision of this Article VIII is determined to be void or unenforceable in whole or in part, for any reason, it shall be deemed not to affect or impair the validity of any other covenant or provision of this Agreement, which shall remain in full force and effect.

ARTICLE IX
NOTICES

9.1 Any Notice required to be given hereunder shall be in writing may be delivered personally, by registered mail or by confirmed facsimile transmission or other means of recorded electronic communications to the Parties hereto at the following addresses:

To the Corporation:

RBee Aggregate Consulting Ltd.
c/o Crown Capital Partners Inc.
77 King Street West, Suite 4330
Toronto, ON M5K 1H6

Attention: Chief Investment Officer
Email: tim.oldfield@crowncapital.ca

To the Consultant:

A1 QUALITY BELTING LTD.
E-mail: bernica1belting@gmail.com

Attention: Mr. Bernie Reed

Any Notice, direction or other instrument shall, if delivered personally or sent by electronic communication or facsimile, be deemed to have been given and received on the business day on which it was so delivered or sent, and if not a business day, then on the next business day, and, if sent by registered mail, shall be deemed to have been given and received on the third day following the day on which it was so mailed.

9.2 Either Party may change its address for Notice in the aforesaid manner.

ARTICLE X
GENERAL

10.1 The Consultant shall require the Principal to execute an Expert Agreement substantially in the form attached hereto as Schedule "B", whereby the Principal agrees to be bound by, and to comply with, the terms of Articles IV, VII, VIII and X of this Agreement, with the same force and effect as if the Principal was a signatory to this Agreement.

10.2 This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the Parties hereby attorn to the sole jurisdiction of the Alberta courts for any dispute, action, cause or action or any other matters arising under this Agreement.

10.3 This Agreement and the Schedules herein constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements, undertakings, representations or negotiations pertaining to the subject matter of this

Agreement. The Parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement.

10.4 This Agreement may not be amended or modified in any way except by written instrument signed by the Parties hereto.

10.5 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, together with their successors and permitted assigns. In the event of the termination of this Agreement for any reason, Article VII, VIII and X shall continue in full force and effect.

10.6 This Agreement may not be assigned by either Party without the prior written consent of the other Party.

10.7 The waiver by either Party of any breach of the provisions of this Agreement shall not operate or be construed as a waiver by that Party of any other breach of the same or any other provision of this Agreement.

10.8 The Parties agree to execute and deliver such further and other documents, and perform or cause to be performed such further and other reasonable acts and things as may be necessary or desirable in order to give full force and effect to this Agreement.

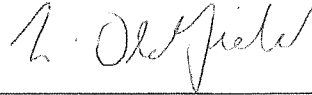
10.9 Should any provision in this Agreement be found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby in any way.

10.10 This Agreement may be executed in any number of counterparts, may be delivered originally, by facsimile or portable document format and each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF the Parties hereto acknowledge and agree that they have read and understand the terms of this Agreement, and that they have had an opportunity to seek independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect from the date first written above.

RBEE AGGREGATE CONSULTING LTD.

Per: 
Name: Tim Oldfield
Title: Director

A 1 QUALITY BELTING LTD.

Per: _____
Name: Bernie Reed
Title: President

SCHEDULE "A"
SERVICES

The following is a description of the services that the Consultant agrees to provide to the Corporation during the Term:

The Consultant shall provide the Principal to serve as the "President" of the Corporation and perform the duties and responsibilities typically and customarily performed by a person holding the position of "President" (or an equivalent position) within an organization carrying on business of the nature carried on by the Corporation, together with such other duties and responsibilities as may be assigned to the Consultant from time to time by the Corporation. The Consultant shall report to the Board of Directors of the Corporation.

SCHEDULE "B"
EXPERT AGREEMENT

THIS AGREEMENT is made the ● day of ●, 2017.

BETWEEN:

RBEE AGGREGATE CONSULTING LTD., a corporation
carrying on business in the Province of Alberta (hereinafter called
the "**Corporation**")

- and -

[●], a corporation carrying on business in the Province of Alberta
(hereinafter called the "**Consultant**")

- and -

BERNIE REED, an individual residing in the Province of Alberta
(hereinafter called the "**Principal**")

WHEREAS the Corporation and the Consultant have entered into a Consulting Agreement dated the date hereof (the "**Consulting Agreement**");

AND WHEREAS pursuant to the Consulting Agreement, the Principal, as an employee or agent of the Consultant, shall provide services to the Consultant in order that the Consultant can fulfill its obligations to provide services under the Consulting Agreement;

AND WHEREAS the Consulting Agreement requires the Principal to enter into an agreement in a form acceptable to the Corporation;

NOW THEREFORE the parties hereto agree to express the terms and conditions of their agreement in this Expert Agreement as follows:

1. The Principal acknowledges and agrees that he has read and fully understands the terms and conditions of the Consulting Agreement to which this Expert Agreement is attached as Schedule "B".
2. The Principal acknowledges and agrees that within the Consulting Agreement, the Consultant has certain obligations that it must impose on the Principal. The Principal agrees to fully comply with the obligations required to be imposed on him by the Consultant in the Consulting Agreement.
3. The Principal covenants and agrees that he shall be subject to and comply with the terms of Articles IV, VI, VII, VIII and X of the Consulting Agreement, and that some of those terms will survive the Term of the Consulting Agreement and in those respects, will continue to bind the Principal after the Term of the Consulting Agreement.

4. The Principal acknowledges and agrees that this Expert Agreement shall be construed and enforced by the laws of the Province of Alberta and the federal laws of Canada applicable therein, and hereby attorns to the sole jurisdiction of the Alberta courts for a determination of matters arising under this Expert Agreement.

IN WITNESS WHEREOF this Expert Agreement has been executed by the parties hereto, and is effective as of the date first above written.

**RBEE AGGREGATE CONSULTING
LTD.**

Per: _____
Name:
Title:

[•]

Per: _____
Name: Bernie Reed
Title: President

Witness

BERNIE REED

RBEE Aggregate Consulting Ltd.Box 1110
Gibbons, AB T0A 1N0

CHEQUE NO.

4016

DATE

2 2 0 9 2 0 2 1
D D M M Y Y Y Y****Five Hundred Forty Thousand One Hundred Fifty Four and 09/100**
Amount in Canadian Dollars**\$**540,154.09**A1 Quality Belting - Belting
PO Box 65
Wembley, AB T0H 3S0This is Exhibit "K" referred to in the
Affidavit of
*Bernie Reed*Exhibit: E for IdentificationDate: March 20, 2024Witness: Bernie Allan ReedCourt Reporter: Derek Lopez, CSR(A)Sworn before me this HE day
of April A.D., 20 25A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta**Melissa M. Milne**
A Commissioner for Oaths
in and for Alberta
My Commission Expires Feb. 5, 2026

RBEE Aggregate Consulting Ltd.

Amount in Canadian Dollars

A1 Quality Belting - Belting		Sep 22, 2021	4016
	Discount	Amount Paid	
111914		26,040.00	111928
8233		2,761.84	
111922		309,750.00	
8238		1,386.19	
8244		3,527.29	
8254		1,575.00	
111918		13,125.00	
111919		50,117.55	
111920		14,173.29	
111921		18,916.78	
8271		3,379.99	
8261		25,341.05	
8265		1,278.46	
8274		2,449.10	
8281		2,761.92	
8301		13,724.05	
111923		1,874.69	
8302		21,931.89	
		Total	540,154.09

RBEE Aggregate Consulting Ltd.

Amount in Canadian Dollars

A1 Quality Belting - Belting		Sep 22, 2021	4016
	Discount	Amount Paid	
111914		26,040.00	111928
8233		2,761.84	
111922		309,750.00	
8238		1,386.19	
8244		3,527.29	
8254		1,575.00	
111918		13,125.00	
111919		50,117.55	
111920		14,173.29	
111921		18,916.78	
8271		3,379.99	
8261		25,341.05	
8265		1,278.46	
8274		2,449.10	
8281		2,761.92	
8301		13,724.05	
111923		1,874.69	
8302		21,931.89	
		Total	540,154.09

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 111914
Date: 10/31/2020
Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Bernie

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
		Consulting		3	25,000.00
		Bernie Reed Benefits			-210.00
		Subtotal:			24,790.00
		3 - GST 5%			1,250.00
		GST			
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		26,040.00

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8233
Date: 11/16/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 9

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
12		5DS13SAL	68.4583	3	821.50
12		5DS15SAL	71.9158	3	862.99
12		5DS19SAL	78.8192	3	945.83
		Subtotal:			2,630.32
		3 - GST 5% GST			131.52
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		2,761.84

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 111922
Date: 11/17/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO#

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
		Monthly Rental for December 2020 as per Agreement		3	295,000.00
		Subtotal:			295,000.00
		3 - GST 5% GST			14,750.00
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		309,750.00

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8238
Date: 11/19/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 9

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
3		Pails 190CMA	440.06	3	1,320.18
		Subtotal:			1,320.18
		3 - GST 5% GST			66.01
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		1,386.19

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8244
Date: 11/19/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 7
Cross Conveyor

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
38	ft	x 42" 400piw 2ply 3/8 x 1/8	70.14	3	2,665.32
1		42" splice material	294.00	3	294.00
5	hours	Labour	80.00	3	400.00
		Subtotal:			3,359.32
		3 - GST 5%			
		GST			167.97
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0					
Total Amount					3,527.29

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8254
Date: 11/23/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 7 - Duke

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
12	pieces	18" x 72" Lagging	125.00	3	1,500.00
		Subtotal:			1,500.00
		3 - GST 5% GST			75.00
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		1,575.00

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 111918
Date: 11/24/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO#

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
5	months	Rental of 2019 Chevrolet Silverado 3500, Serial Number 1GC4KXCY8KF261043	2,500.00	3	12,500.00
		Subtotal:			12,500.00
		3 - GST 5% GST			625.00
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		13,125.00

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
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Phone: 780-961-3301

INVOICE

Invoice No.: 111919
Date: 11/24/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO#

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
1	USED	2019 Chevrolet Silverado 3500, Serial Number 1GC4KXCY8KF261043	47,731.00	3	47,731.00
		Subtotal:			47,731.00
		3 - GST 5% GST			2,386.55
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		50,117.55

A-1 Quality Belting Ltd.

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Redwater, Alberta T0A 2W0
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Phone: 780-961-3301

INVOICE

Invoice No.: 111920
Date: 11/24/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO#

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
2	each	RT969	367.92	3	735.84
1	each	RT970	313.74	3	313.74
2	each	RT968	367.92	3	735.84
2	each	RT780 Segment	836.64	3	1,673.28
6	each	RT779 Segment	836.64	3	5,019.84
6	each	RT778 Segment	836.64	3	5,019.84
		Subtotal:			13,498.38
		3 - GST 5%			
		GST			674.91
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		14,173.29

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 111921
Date: 11/24/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 6

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
1	set	HP 400 Bowl Liner & Mantle	11,750.00	3	11,750.00
1	each	RT762 Moveable Jaw Plate	6,265.98	3	6,265.98
		Subtotal:			18,015.98
		3 - GST 5% GST			900.80
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		18,916.78

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8271
Date: 11/25/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 7
Cross Conveyor

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
36	ft	x 42" 400piw 2ply 3/8 Top	70.14	3	2,525.04
1		42" splice material	294.00	3	294.00
5	hours	Labour	80.00	3	400.00
		Subtotal:			3,219.04
		3 - GST 5%			
		GST			160.95
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		3,379.99

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8261
Date: 11/30/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant #9
UnderJaw

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
115	ft	x 54" 600piw 3ply 3/8 x 1/8	126.3600	3	14,531.40
1		54" splice kit	378.0000	3	378.00
8		Rollers 19" 5DS19SAL	78.8188	3	630.55
11		4' Impact Bars	317.1200	3	3,488.32
1		Pail 190CMA Clips	440.0600	3	440.06
540	km	mileage	1.1000	3	594.00
16	hours	Labour	80.0000	3	1,280.00
23	hours	Overtime Labour	100.0000	3	2,300.00
		Accommodations		3	282.00
		Meals		3	210.00
		Subtotal:			24,134.33
		3 - GST 5%			
		GST			1,206.72
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0					
Total Amount					25,341.05

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8265
Date: 12/01/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 6

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
2		Sheets 4' x 10' x 1/2" Puck Board UHMW VW SHT 1/2"	608.79	3	1,217.58
		Subtotal:			1,217.58
		3 - GST 5% GST			60.88
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		1,278.46

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8274
Date: 12/07/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 4

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
8		Magnet Pads	291.56	3	2,332.48
		Subtotal:			2,332.48
		3 - GST 5% GST			116.62
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		2,449.10

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8281
Date: 12/10/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 9

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
12		5DS13SAL	68.46	3	821.52
12		5DS15SAL	71.92	3	863.04
12		5DS19SAL	78.82	3	945.84
		Subtotal:			2,630.40
		3 - GST 5% GST			131.52
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		2,761.92

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8301
Date: 12/11/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 4
Feeder Outfeed

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
107	ft	x 48" 400piw 2ply 1/4 Top	75.36	3	8,063.52
1		48" splice material	336.00	3	336.00
600	km	mileage	1.10	3	660.00
32	hours	Labour	80.00	3	2,560.00
8	hours	Overtime Labour	100.00	3	800.00
		Accommodations for 2		3	351.00
		Meals		3	300.00
		Subtotal:			13,070.52
		3 - GST 5%			
		GST			653.53
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0					
Total Amount					13,724.05

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 111923
Date: 12/14/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant 6 WA600-5

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
1	each	RT970 Segment	313.74	3	313.74
2	each	RT969 Segment	367.92	3	735.84
2	each	RT968 Segment	367.92	3	735.84
		Shipped out December 2, 2020			
		Subtotal:			1,785.42
		3 - GST 5%			
		GST			89.27
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		1,874.69

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 8302
Date: 12/15/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Plant #10

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
18		20 degree; Roller Stands 47" wide for 36" pulley's with rollers	325.0000	3	5,850.00
3		36" Tail Pulleys 12" diameter with 2 7/16 shaft	2,568.4633	3	7,705.39
3		36" Head Pulleys 12" Diameter with 2 7/16 shaft comes with weld on lagging	2,164.5400	3	6,493.62
3		36" drop in return rollers	279.5000	3	838.50
		Subtotal:			20,887.51
		3 - GST 5% GST			1,044.38
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0					
Total Amount					21,931.89

A-1 Quality Belting Ltd.

Box 782
Redwater, Alberta T0A 2W0
Canada
Phone: 780-961-3301

INVOICE

Invoice No.: 111928
Date: 11/30/2020

Page: 1

Sold to:

R Bee Aggregate - Belting
Box 1110
Gibbons, Alberta T0A 1N0

Ship to:

R Bee Aggregate Consulting Ltd.
PO# Bernie

GST: 87526 1208

Qty	Unit	Description	Unit Price	Tax	Amount
		Consulting		3	25,000.00
		Bernie Reed Benefits			-210.00
		Subtotal:			24,790.00
		3 - GST 5%			
		GST			1,250.00
REMIT to: A-1 Quality Belting Ltd. Box 782, Redwater, AB T0A 2W0			Total Amount		26,040.00

Total	96,169.16
-------	-----------



Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM APR 28 TO MAY 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$3,176.37

4516 07** ***** 7204

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 10	MAY 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$3,176.37
		SUBTOTAL OF MONTHLY ACTIVITY	-\$3,176.37

4516 07** ***** 9091

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 27	APR 29	IDEAL AUTOMOTIVE & INDUS.WHITCOURT AB	\$421.66
APR 27	APR 29	NAPA AUTO PARTS FOX CREEK AB	\$200.22
APR 28	APR 29	KW MECHANICAL LTD.WHITCOURT AB	\$161.11
APR 28	APR 29	KW MECHANICAL LTD.WHITCOURT AB	\$38.24
APR 28	APR 30	IDEAL AUTOMOTIVE & INDUS.WHITCOURT AB	\$62.83
APR 29	MAY 03	NAPA AUTO PARTS FOX CREEK AB	\$50.44
MAY 04	MAY 05	INTERSTATE ALL BATTERY CEEDMONTON AB	\$188.95
MAY 04	MAY 05	THE SHYFT GROUP DURAMAG 5175436400 MI	\$140.18
		Foreign Currency-USD 1.11.00 Exchange rate-1.262882	
MAY 05	MAY 07	SOUTH FORT CHEVROLET LTD.FORT SASKATCHAB	\$350.04
MAY 05	MAY 06	1ST CHOICE TRUCK/CAR W.WHITCOURT AB	\$11.50
MAY 06	MAY 10	RALCOMM LTD.WHITCOURT AB	\$792.23
MAY 08	MAY 10	WHITCOURT HOME HDWE. BLD.WHITCOURT AB	\$475.95
MAY 08	MAY 10	STAPLES 453.WHITCOURT AB	\$442.65
MAY 19	MAY 21	RALCOMM LTD.WHITCOURT AB	\$252.00
MAY 19	MAY 20	EI SUPPLY.WHITCOURT AB	\$110.25
MAY 19	MAY 20	CDN TIRE STORE #00695.WHITCOURT AB	\$123.55
MAY 20	MAY 21	UPS*5246246330 888-520-9090 NB	\$18.03
MAY 20	MAY 25	HEY WIRE ELECTRIC EDMONTIN AB	\$2,226.55
MAY 20	MAY 25	MOTION INDUSTRIES BIRMINGHAM,ALAB	\$210.32
MAY 21	MAY 26	SOUTH FORT CHEVROLET LTD.FORT SASKATCHAB	\$625.83
MAY 21	MAY 25	RALCOMM LTD.WHITCOURT AB	\$26.25

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	13,802
Points earned this statement	7,172
New points balance	20,974

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUN 14, 2021
Credit limit	\$12,000.00
Available credit	\$4,828.59
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$3,176.37
Payments & credits	-\$3,176.37
Purchases & debits	\$7,171.41
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$7,171.41

001 0018 4516076002977204 000000000000 0001000 000717141



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O.BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$7,171.41

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUN 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7204 / 4516 07** ***** 9091

Quick, convenient and secure ways to pay your credit card bill
· RBC Online Banking at www.rbcroyalbank.com/online
· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

RBC0150020_4447930_009-36574

08996



A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

00003 200030

000000 100800

96



Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 7238

JIM WALL 4516 07** ***** 0434

STATEMENT FROM APR 28 TO MAY 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$4,804.50

4516 07** ***** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 07	MAY 07	OVERLIMIT FEE	\$29.00
MAY 10	MAY 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$4,804.50
		SUBTOTAL OF MONTHLY ACTIVITY	-\$4,775.50

4516 07** ***** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 27	APR 29	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$114.00
APR 27	APR 29	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$278.00
APR 27	APR 29	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$692.00
APR 28	APR 29	REDWATER REGISTERIES REDWATER AB	\$268.00
APR 28	APR 30	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$353.00
APR 29	APR 30	REDWATER REGISTERIES REDWATER AB	\$28.00
APR 29	MAY 03	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$113.00
APR 30	MAY 03	DISTRICT OF KITIMAT KITIMAT BC	\$200.00
APR 30	MAY 03	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$634.00
MAY 01	MAY 03	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$174.00
MAY 02	MAY 04	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$139.00
MAY 04	MAY 06	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$15.00
MAY 05	MAY 07	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$190.00
MAY 05	MAY 07	DISTRICT OF KITIMAT KITIMAT BC	\$200.00
MAY 08	MAY 10	SASK PERMIT OFFICE REGINA SK	\$279.00
MAY 08	MAY 10	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$271.00
MAY 08	MAY 10	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$15.00
MAY 10	MAY 12	NORTRUX EDMONTON 780-452-6225 AB	\$148.05
MAY 10	MAY 12	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$143.00
MAY 11	MAY 12	PQ BILL PAYMENT MISSISSAUGA ON	\$952.39
MAY 11	MAY 12	REDWATER REGISTERIES REDWATER AB	\$28.00
MAY 11	MAY 13	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$15.00
MAY 17	MAY 18	LEAVITT MACHINERY COQUIT604-5277901 BC	\$295.30
MAY 19	MAY 20	REDWATER REGISTERIES REDWATER AB	\$28.00
MAY 19	MAY 20	SASK PERMIT OFFICE REGINA SK	\$279.00

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	13,808
Points earned this statement	6,552
New points balance	20,360

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$39.00
Payment due date	JUN 14, 2021
Credit limit	\$8,000.00
Available credit	\$1,419.94
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$4,804.50
Payments & credits	-\$4,804.50
Purchases & debits	\$6,551.06
Cash advances	\$0.00
Interest	\$0.00
Fees	\$29.00

NEW BALANCE \$6,580.06

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$6,580.06

MINIMUM PAYMENT
\$39.00

PAYMENT DUE DATE
JUN 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 7238 / 4516 07** ***** 0434

Quick, convenient and secure ways to pay your credit card bill:

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- RBC Mobile app - text "RBC" to 727222 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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08997



A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7154

BERNIE REED 4516 07** ***** 7312

STATEMENT FROM APR 28 TO MAY 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$4,725.91

4516 07** ***** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 10	MAY 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$4,725.91
		SUBTOTAL OF MONTHLY ACTIVITY	-\$4,725.91

4516 07** ***** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 26	MAY 03	MICROTEL INNS AND SUITES 250-7943100 BC	\$767.27
APR 27	APR 28	TIM HORTONS #3669 FORT SASKATCHAB	\$102.02
APR 28	APR 30	TELUS ONLINE PAYMENT P VANCOUVER BC	\$2,904.25
APR 30	MAY 03	SHELL 110 TOWN CREST RD FORT SASKATCHAB	\$52.45
MAY 03	MAY 04	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
MAY 03	MAY 04	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$581.26
MAY 03	MAY 04	EASYDNS.COM ETOBICOKE ON	\$9.45
MAY 06	MAY 07	XPLORNET MARKHAM ON	\$110.24
MAY 06	MAY 06	JIFFY LUBE FORT SASKATCHAB	\$171.95
MAY 12	MAY 14	PACIFIC CUSTOMS BROKER SURREY BC	\$454.88
MAY 14	MAY 17	PACIFIC CUSTOMS BROKER SURREY BC	\$366.45
MAY 17	MAY 18	GLOBALSTAR MISSISSAUGA ON	\$210.45
MAY 17	MAY 21	MICROTEL INNS AND SUITES 250-7943100 BC	\$296.68
MAY 18	MAY 19	VERIZON CANADA CAD TORONTO AB	\$1,137.35
MAY 18	MAY 18	PINK MTN CAMPSITE QPE PINK MTN BC	\$111.48
MAY 19	MAY 20	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$872.03
MAY 19	MAY 20	XPLORNET MARKHAM ON	\$104.99
MAY 19	MAY 20	MSFT * E0100EICKM MISSISSAUGA ON	\$339.92
MAY 22	MAY 25	XPLORNET MARKHAM ON	\$104.99
MAY 25	MAY 26	TIM HORTONS 7609 REDWATER AB	\$100.00
MAY 25	MAY 26	MERX /INTERNET LONGUEUIL QC	\$28.35
		SUBTOTAL OF MONTHLY ACTIVITY	\$8,868.46

NEW BALANCE

\$8,868.46

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	95,072
Points earned this statement	8,869
Points from supplementary accounts	45,160
New points balance	149,101

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUN 14, 2021
Credit limit	\$150,000.00
Available credit	\$141,131.54
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$4,725.91
Payments & credits	-\$4,725.91
Purchases & debits	\$8,868.46
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$8,868.46

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$8,868.46

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUN 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 7154 / 4516 07** ***** 7312

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• RBC Mobile app - text "RBC" to 727272 to download

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- Telephone Banking 1-800-769-2511
- By Mail
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A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa Infinite Privilege[‡] for Private Banking

BERNIE A REED 4646 92** **** 0746

JANET E FISHER 4646 92** **** 0753

1 OF 2

STATEMENT FROM MAR 30 TO APR 27, 2021

PREVIOUS ACCOUNT BALANCE \$40.35

BERNIE A REED
4646 92** **** 0746 - PRIMARY

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 13	APR 13	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$40.35
APR 14	APR 15	USCUSTOMS TRUSTEDTRAVELER317-715-6776 IN	\$64.46
		Foreign Currency-USD 50.00 Exchange rate-1.289200	
		SUBTOTAL OF MONTHLY ACTIVITY	\$24.11

JANET E FISHER
4646 92** **** 0753 - CO-APPLICANT

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 16	APR 19	ADOBE STOCK 4085366000 CA	\$40.55
		Foreign Currency-USD 31.49 Exchange rate-1.287710	
		SUBTOTAL OF MONTHLY ACTIVITY	\$40.55

TOTAL ACCOUNT BALANCE \$105.01

Time to Pay

If you make only the Minimum Payment each month, we estimate it will take 1 year(s) and 0 month(s) to fully repay the outstanding balance. Our estimate is based on the Total Account Balance shown on this statement and your current credit card account terms. This estimate is intended solely to illustrate how making only the Minimum Payment will increase the time it takes to pay your balance and is not a recommended long term repayment plan.

Royal Bank of Canada Public Accountability Statement 2020

Royal Bank of Canada's Public Accountability Statement 2020 is now available at www.rbc.com/pas.

Travel with confidence

Enjoy the security of premium travel protection with your RBC® Avion® Visa Infinite Privilege[‡] for Private Banking card. Rest easy knowing you are covered with premium travel insurances including Trip Cancellation, Trip Interruption and Lost or Stolen Baggage coverage.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	4,968,400
Points earned this statement	132
New points balance	4,968,532

CONTACT US

Customer Service / Lost & Stolen	1-888-769-2585
Collect Outside of North America	(416) 974-5944
Rewards Website	rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	MAY 18, 2021
Credit limit	\$30,000.00
Available credit	\$29,894.99
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Account Balance	\$40.35
Payments & credits	-\$40.35
Purchases & debits	\$105.01
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00
Total Account Balance	\$105.01
NEW BALANCE	\$105.01

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E5

NEW BALANCE
\$105.01

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAY 18, 2021

AMOUNT PAID
\$

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BERNIE A REED
JANET E FISHER
46 CRANBERRY BEND
FT-SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa Infinite Privilege[‡] for Private Banking

4646 92** **** 0746 / 4646 92** **** 0753

Quick, convenient and secure ways to pay your credit card bill:

- RBC Online Banking at www.rbcroyalbank.com/online
- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM APR 28 TO MAY 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$26,796.62

4516 07** ***** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 10	MAY 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$26,796.62
		SUBTOTAL OF MONTHLY ACTIVITY	-\$26,796.62

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 27	APR 28	KIJJI CANADA LTD 844-545-4543 ON	\$114.94
APR 28	APR 29	UNITED RENTALS #6068 GRAND PRAIRIE AB	\$14,541.45
APR 29	APR 30	STAPLES.CA MISSISSAUGA ON	\$34.64
APR 29	APR 30	TELUS MOBILITY PREAUTH 403-5303586 AB	\$2,904.25
APR 29	MAY 03	IRONPLANET CANADA LTD. BURNABY BC	\$8,620.78
APR 29	MAY 03	TIGER TIRE AND AUTO LTD FOX CREEK AB	\$1,307.25
APR 29	MAY 03	TIGER TIRE AND AUTO LTD FOX CREEK AB	\$451.50
APR 30	MAY 03	UNITED RENTALS - 5170 GRAND PRAIRIE AB	-\$4,830.00
MAY 02	MAY 04	TELUS ONLINE PAYMENT P VANCOUVER BC	\$386.02
MAY 06	MAY 07	PETROCAN-PO BOX 7 LOT 1 4 GLENEVIS AB	\$101.75
MAY 07	MAY 10	DAYS INN WHITECOURT AB	\$116.14
MAY 07	MAY 07	GOLDEN SPIKE LUMBER SALESPRUCE GROVE AB	\$927.36
MAY 11	MAY 12	KIJJI CANADA LTD 844-545-4543 ON	\$121.57
MAY 14	MAY 17	DAYS INN WHITECOURT AB	\$116.14
MAY 14	MAY 17	WESMAT SUPPLIES LTD EDMONTON AB	\$959.18
MAY 17	MAY 18	SWS TRUCK BOX HOIST L WESTLOCK AB	\$4,389.00
MAY 17	MAY 17	JIFFY LUBE SPRUCE GROVE AB	\$173.64
MAY 18	MAY 19	STAPLES.CA MISSISSAUGA ON	\$47.64
MAY 18	MAY 19	GOLDEN SPIKE LUMBER SALESPRUCE GROVE AB	\$1,044.29
MAY 18	MAY 19	SQ * CULVERT RUN EDMONTON AB	\$519.81
MAY 18	MAY 19	PETROCAN-3919 - 48TH AVE.CAMROSE AB	\$104.46
MAY 20	MAY 21	STAPLES.CA MISSISSAUGA ON	\$8.96
MAY 20	MAY 21	STAPLES.CA MISSISSAUGA ON	\$21.88
MAY 20	MAY 21	STAPLES.CA MISSISSAUGA ON	\$23.54
MAY 20	MAY 21	SNAP ON TOOLS FORT SASKATCHEWAN	\$3,150.00
MAY 24	MAY 25	IN * WORLD GUARDIAN INC. 780-3289132 AB	\$907.20

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	112,216
Points earned this statement	41,902
New points balance	154,118

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUN 14, 2021
Credit limit	\$120,000.00
Available credit	\$78,098.37
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$26,796.62
Payments & credits	-\$31,626.62
Purchases & debits	\$46,731.63
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$41,901.63

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$41,901.63

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUN 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7147 / 4516 07** ***** 0270

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Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
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- Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 0172

ETHAN WADE 4516 07** **** 0180

STATEMENT FROM APR 28 TO MAY 27, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE \$44,078.68

4516 07** **** 0172

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 01	MAY 10	ANNUAL FEE ADJUSTMENT	-\$50.00
MAY 10	MAY 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$44,078.68
		SUBTOTAL OF MONTHLY ACTIVITY	-\$44,128.68

4516 07** **** 0180

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 29	APR 30	SNAP ON TOOLS FORT SASKATCHEWAN	\$194.99
APR 30	MAY 04	WESTQUIP DIESEL SALES ACHESON AB	\$4,628.77
		SUBTOTAL OF MONTHLY ACTIVITY	\$4,823.76

NEW BALANCE \$4,773.76

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$4,773.76	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	0
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUN 14, 2021
Credit limit	\$0.00
Available credit	\$0.00
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$44,078.68
Payments & credits	-\$44,128.68
Purchases & debits	\$4,823.76
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$4,773.76

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$4,773.76

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUN 14, 2021

AMOUNT PAID
\$

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A-1 QUALITY BELTING LTD.
ETHAN WADE
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business

4516 07** **** 0172 / 4516 07** **** 0180

Quick, convenient and secure ways to pay your credit card bill:
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• RBC Mobile app - text "RBC" to 72722 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7162

CORY REED 4516 07** ***** 9034

STATEMENT FROM APR 28 TO MAY 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$2,778.21

4516 07** ***** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 10	MAY 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$2,778.21
		SUBTOTAL OF MONTHLY ACTIVITY	-\$2,778.21

4516 07** ***** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
APR 26	APR 28	TEACHER REGULATION VANCOUVER BC	\$80.00
APR 27	APR 28	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$250.00
MAY 01	MAY 03	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$100.00
MAY 01	MAY 03	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$100.00
MAY 01	MAY 03	CDN TIRE STORE #00363 FORT ST JOHN BC	\$39.04
MAY 03	MAY 04	CDN TIRE STORE #00363 FORT ST JOHN BC	\$472.19
MAY 04	MAY 05	PETRON COMMUNICATIONS LTD FORT ST. JOHN BC	\$168.00
MAY 04	MAY 05	CUSTOM CELLULAR #451 FORT ST. JOHN BC	\$33.59
MAY 05	MAY 07	MURRAY CHEVROLET OLDSMOBILE FORT ST. JOHN BC	\$275.80
MAY 05	MAY 07	ACCRO AUTO PARTS INC FORT ST JOHN BC	-\$15.10
MAY 05	MAY 07	ACCRO AUTO PARTS INC FORT ST JOHN BC	\$132.23
MAY 05	MAY 06	IN "HUDSON'S HOPE RV PARK 250-7835460 BC	\$4,000.00
MAY 07	MAY 10	PETRON COMMUNICATIONS LTD FORT ST. JOHN BC	\$50.40
MAY 07	MAY 10	CDN TIRE STORE #00363 FORT ST JOHN BC	\$624.69
MAY 08	MAY 10	RONA FORT ST JOHN #08444 FORT ST JOHN BC	\$68.63
MAY 11	MAY 12	CPC / SCP 642495 FORT ST JOHN BC	\$56.15
MAY 11	MAY 14	WAL-MART SUPERCENTER #3661 FORT ST. JOHN BC	\$44.54
MAY 11	MAY 13	MOTION IND BC46 210K3Y6 FORT ST JOHN BC	\$2,195.80
MAY 11	MAY 13	MOTION IND BC46 210K3Y7 FORT ST JOHN BC	\$1,311.03
MAY 11	MAY 11	WESTBURN ELECTRIC FT ST JOHN BC	\$367.14
MAY 17	MAY 18	STAPLES/BUS, DEPOT #303 FORT ST JOHN BC	\$69.91
MAY 18	MAY 19	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$100.00
MAY 18	MAY 20	MOTION IND BC46 210L8KY FORT ST JOHN BC	\$3,664.72
MAY 18	MAY 20	MOTION IND BC46 210L8KZ FORT ST JOHN BC	\$41.26
MAY 19	MAY 20	PETRON COMMUNICATIONS LTD FORT ST. JOHN BC	\$84.00

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	3,426
Points earned this statement	16,914
New points balance	20,340

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUN 14, 2021
Credit limit	\$40,000.00
Available credit	\$23,086.31
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$2,778.21
Payments & credits	-\$2,793.31
Purchases & debits	\$16,928.79
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$16,913.69

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$16,913.69

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUN 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 7162 / 4516 07** ***** 9034

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- RBC Mobile app - text "RBC" to 727272 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD, 4516 07** ***** 7238

JIM WALL 4516 07** ***** 0434

STATEMENT FROM MAY 28 TO JUN 28, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE \$6,580.06

4516 07** ***** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 31	MAY 31	OVERLIMIT FEE	\$29.00
JUN 08	JUN 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$6,580.06
		SUBTOTAL OF MONTHLY ACTIVITY	-\$6,551.06

4516 07** ***** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 26	MAY 28	PROV PERMIT CTR DAWSON CR DAWSON CREEK BC	\$177.00
MAY 26	MAY 28	STILLWATER INN & SUITES LHudson's HOPE BC	\$610.20
MAY 27	JUN 01	BEST WESTERN PLUSEASTG REGINA SK	\$221.32
MAY 27	JUN 01	BEST WESTERN PLUSEASTG REGINA SK	\$221.32
MAY 27	MAY 31	PROV PERMIT CTR DAWSON CR DAWSON CREEK BC	\$221.00
MAY 28	MAY 31	PROV PERMIT CTR DAWSON CR DAWSON CREEK BC	\$69.00
MAY 28	MAY 31	PROV PERMIT CTR DAWSON CR DAWSON CREEK BC	\$360.00
MAY 30	MAY 31	SASK PERMIT OFFICE REGINA SK	\$279.00
MAY 31	JUN 01	SASK PERMIT OFFICE REGINA SK	\$162.64
JUN 03	JUN 04	BIS TRAINING SOLUTIONS SHERWOOD PARK AB	\$83.95
JUN 03	JUN 07	ALBERTA BC SAFETY 7806902227 AB	\$251.84
JUN 04	JUN 07	SASK PERMIT OFFICE REGINA SK	\$327.60
JUN 11	JUN 14	SASK PERMIT OFFICE REGINA SK	\$189.51
JUN 18	JUN 21	FORT ST. JOHN SUPER 8 MOT FORT ST. JOHN BC	\$423.69
JUN 19	JUN 21	PROV PERMIT CTR DAWSON CR DAWSON CREEK BC	\$68.00
JUN 22	JUN 24	CVIP DECALS EDMONTON AB	\$180.00
JUN 22	JUN 23	SASK PERMIT OFFICE REGINA SK	\$43.12
JUN 23	JUN 24	KW MECHANICAL LTD WHITECOURT AB	\$283.31
JUN 24	JUN 28	PROV PERMIT CTR DAWSON CR DAWSON CREEK BC	\$84.00
JUN 24	JUN 28	ALBERTA BC SAFETY 7806902227 AB	\$62.90
JUN 24	JUN 25	SASK PERMIT OFFICE REGINA SK	\$588.41
		SUBTOTAL OF MONTHLY ACTIVITY	\$4,907.81

NEW BALANCE \$4,936.81

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	20,360
Points earned this statement	4,908
New points balance	25,268

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$39.00
Payment due date	JUL 15, 2021
Credit limit	\$8,000.00
Available credit	\$3,063.19
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$6,580.06
Payments & credits	-\$6,580.06
Purchases & debits	\$4,907.81
Cash advances	\$0.00
Interest	\$0.00
Fees	\$29.00

NEW BALANCE \$4,936.81

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$4,936.81

MINIMUM PAYMENT
\$39.00

PAYMENT DUE DATE
JUL 15, 2021

AMOUNT PAID
\$

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13951



A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa⁺ Business

4516 07** ***** 7238 / 4516 07** ***** 0434

Quick, convenient and secure ways to pay your credit card bill:
· RBC Online Banking at www.rbcroyalbank.com/online
· RBC Mobile app - text "RBC" to 727272 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM MAY 28 TO JUN 28, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$41,901.63

4516 07** ***** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 08	JUN 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$41,901.63
		SUBTOTAL OF MONTHLY ACTIVITY	\$41,901.63

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 27	MAY 31	INLAND KENWORTH FORT ST. FORT ST. JOHN BC	\$873.72
MAY 28	MAY 31	WEIR CANADA MISSISSAUGA ON	\$1,206.87
		Foreign Currency-USD 969.56 Exchange rate-1.244760	
MAY 29	MAY 31	HOTEL*HOTELBOOKING 800-455-9877 ON	\$268.40
MAY 29	MAY 31	HOTELBOOKINGSERV FEE 8007279059 UT	\$14.99
MAY 29	MAY 31	TELUS MOBILITY PREAUTH 403-5303586 AB	\$460.05
MAY 31	JUN 01	BIS TRAINING SOLUTIONS SHERWOOD PARK AB	\$83.95
MAY 31	JUN 01	BIS TRAINING SOLUTIONS SHERWOOD PARK AB	\$83.95
JUN 01	JUN 03	THE HOME DEPOT #7268 EDMONTON AB	\$482.95
JUN 01	JUN 02	DAYS INN WHITECOURT AB	\$116.14
JUN 02	JUN 03	AIS CONSTRUCTION EQUIP 616-538-2400 MI	\$4,915.38
		Foreign Currency-USD 3,969.45 Exchange rate-1.238302	
JUN 02	JUN 04	MYALBERTA FINE PAYMENT EDMONTON AB	\$175.00
JUN 02	JUN 04	MYALBERTA FINE PAYMENT EDMONTON AB	\$175.00
JUN 02	JUN 04	TELUS ONLINE PAYMENT P VANCOUVER BC	\$386.02
JUN 03	JUN 04	STAPLES.CA MISSISSAUGA ON	\$53.97
JUN 04	JUN 07	STAPLES STORE #41 EDMONTON AB	\$127.13
JUN 04	JUN 07	COUNTY COMPUTER & REPAIR GIBBONS AB	\$315.00
JUN 04	JUN 07	SASK PERMIT OFFICE REGINA SK	\$606.52
JUN 04	JUN 07	DAYS INN WHITECOURT AB	\$256.86
JUN 04	JUN 04	DIRECT ENERGY REGULATED EDMONTON AB	\$822.26
JUN 04	JUN 04	DIRECT ENERGY REGULATED EDMONTON AB	\$1,390.61
JUN 04	JUN 07	CDN TIRE STORE #00288 EDMONTON AB	\$169.55
JUN 07	JUN 08	SASK PERMIT OFFICE REGINA SK	\$148.65
JUN 07	JUN 08	SASK PERMIT OFFICE REGINA SK	\$566.82
JUN 08	JUN 09	QUALITY INN WHITECOURT WHITECOURT AB	\$116.14

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	154,118
Points earned this statement	45,814
New points balance	199,932

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUL 15, 2021
Credit limit	\$120,000.00
Available credit	\$74,186.21
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$41,901.63
Payments & credits	-\$44,001.63
Purchases & debits	\$47,913.79
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$45,813.79

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$45,813.79

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUL 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7147 / 4516 07** ***** 0270

Quick, convenient and secure ways to pay your credit card bill:
• RBC Online Banking at www.rbcroyalbank.com/online
• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
• RBC Royal Bank ATM
• Telephone Banking 1-800-769-2511
• By Mail

- detach form and return with payment (do not send cash)
- do not staple or damage form
• Visit an RBC Royal Bank branch

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13947



A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7154

BERNIE REED 4516 07** **** 7312

STATEMENT FROM MAY 28 TO JUN 28, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$8,868.46

4516 07** **** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 08	JUN 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$8,868.46
		SUBTOTAL OF MONTHLY ACTIVITY	-\$8,868.46

4516 07** **** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 29	JUN 01	MICROTEL INNS AND SUITES 250-7943100 BC	\$143.25
JUN 01	JUN 02	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
JUN 03	JUN 04	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$562.50
JUN 03	JUN 04	EASYDNS.COM ETOBICOKE ON	\$9.45
JUN 08	JUN 08	SIRIUSXM.CA/ACCT 888-539-7474 ON	-\$163.36
JUN 10	JUN 14	MICROTEL INNS AND SUITES 250-7943100 BC	\$170.37
JUN 14	JUN 15	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$429.67
JUN 14	JUN 15	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$1,201.87
JUN 16	JUN 17	VERIZON CANADA CAD TORONTO AB	\$1,129.54
JUN 16	JUN 17	GLOBALSTAR MISSISSAUGA ON	\$210.45
JUN 19	JUN 21	XPLORENET MARKHAM ON	\$104.99
JUN 19	JUN 21	MSFT * <E0100ETZCY> MSBILL INFO ON	\$351.71
JUN 22	JUN 23	XPLORENET MARKHAM ON	\$104.99
JUN 24	JUN 25	DRONEDEPLOY.COM HTTPWWW.DRONCA	\$4,539.75
		Foreign Currency-USD 3,588.00 Exchange rate-1.265259	
JUN 25	JUN 28	MERX /INTERNET LONGUEUIL QC	\$28.35
		SUBTOTAL OF MONTHLY ACTIVITY	\$8,865.53

NEW BALANCE

\$8,865.53

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	149,101
Points earned this statement	8,866
Points from supplementary accounts	3,007
New points balance	160,974

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUL 15, 2021
Credit limit	\$150,000.00
Available credit	\$141,134.47
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$8,868.46
Payments & credits	-\$9,031.82
Purchases & debits	\$9,028.89
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$8,865.53

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$8,865.53

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUL 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** **** 7154 / 4516 07** **** 7312

Quick, convenient and secure ways to pay your credit card bill:
• RBC Online Banking at www.rbcroyalbank.com/online
• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

**RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking**

BERNIE A REED 4646 92** **** 0746

JANET E FISHER 4646 92** **** 0753

STATEMENT FROM MAY 28 TO JUN 28, 2021

1 OF 2

PREVIOUS ACCOUNT BALANCE \$39.32

BERNIE A REED
4646 92** **** 0746 - PRIMARY

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 08	JUN 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$39.32
JUN 13	JUN 14	FAIRMONT JASPER PARK LODG JASPER AB	\$2,830.71
		SUBTOTAL OF MONTHLY ACTIVITY	\$2,791.39

JANET E FISHER
4646 92** **** 0753 - CO-APPLICANT

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 16	JUN 17	ADOBE STOCK 4085366000 CA	\$39.66
		Foreign Currency-USD 31.49 Exchange rate-1.259447	
		SUBTOTAL OF MONTHLY ACTIVITY	\$39.66

TOTAL ACCOUNT BALANCE \$2,870.37

Time to Pay

If you make only the Minimum Payment each month, we estimate it will take 25 year(s) and 3 month(s) to fully repay the outstanding balance. Our estimate is based on the Total Account Balance shown on this statement and your current credit card account terms. This estimate is intended solely to illustrate how making only the Minimum Payment will increase the time it takes to pay your balance and is not a recommended long term repayment plan.

Travel with confidence

Enjoy the security of premium travel protection with your RBC® Avion® Visa Infinite Privilege[‡] for Private Banking card. Rest easy knowing you are covered with premium travel insurances including Trip Cancellation, Trip Interruption and Lost or Stolen Baggage coverage.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	4,968,582
Points earned this statement	3,508
New points balance	4,972,170

CONTACT US

Customer Service / Lost & Stolen	1-888-769-2585
Collect Outside of North America	(416) 974-5944
Rewards Website	rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUL 19, 2021
Credit limit	\$30,000.00
Available credit	\$27,129.63
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Account Balance	\$39.32
Payments & credits	-\$39.32
Purchases & debits	\$2,870.37
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00
Total Account Balance	\$2,870.37

NEW BALANCE \$2,870.37

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$2,870.37

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUL 19, 2021

AMOUNT PAID
\$

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BERNIE A REED
JANET E FISHER
46 CRANBERRY BEND
FT-SASKATCHEWN AB T8L 0H2

**RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking**

4646 92** **** 0746 / 4646 92** **** 0753

Quick, convenient and secure ways to pay your credit card bill:

- RBC Online Banking at www.rbcroyalbank.com/online
- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM MAY 28 TO JUN 28, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE \$7,171.41

4516 07** ***** 7204

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 08	JUN 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$7,171.41
		SUBTOTAL OF MONTHLY ACTIVITY	-\$7,171.41

4516 07** ***** 9091

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 27	MAY 28	PRINCESS AUTO 05 EDMONTON AB	\$352.55
MAY 29	MAY 31	WHITECOURT HOME HDWE. BLDWHITECOURT AB	\$167.95
JUN 02	JUN 03	EI SUPPLY WHITECOURT AB	\$303.65
JUN 02	JUN 02	WHITECOURT HOME HDWE. BLDWHITECOURT AB	\$381.64
JUN 08	JUN 09	STAPLES 453 WHITECOURT AB	\$133.32
JUN 08	JUN 09	STAPLES 453 WHITECOURT AB	\$40.47
JUN 08	JUN 09	EI SUPPLY WHITECOURT AB	\$230.16
JUN 08	JUN 09	THE SHYFT GROUP DURAMAG 5175436400 MI	\$1,053.84
		Foreign Currency-USD 849.00 Exchange rate-1.241272	
JUN 08	JUN 10	RALCOMM LTD WHITECOURT AB	\$566.90
JUN 11	JUN 14	WHITECOURT HOME HDWE. BLDWHITECOURT AB	\$124.91
JUN 12	JUN 14	MOBILE KLINIK #300 FORT SASKATCHAB	\$104.95
JUN 14	JUN 14	WHITECOURT HOME HDWE. BLDWHITECOURT AB	\$359.65
JUN 15	JUN 16	WHITECOURT HOME HDWE. BLDWHITECOURT AB	\$202.42
JUN 16	JUN 18	THE HOME DEPOT #7222 FORT SASKATCHAB	\$207.90
JUN 21	JUN 22	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$18.25
JUN 21	JUN 23	RALCOMM LTD WHITECOURT AB	\$609.00
JUN 21	JUN 21	WHITECOURT HOME HDWE. BLDWHITECOURT AB	\$163.45
JUN 21	JUN 21	FOX CREEK HOME HARDWARE BFOX CREEK AB	\$299.20
JUN 21	JUN 21	FOX CREEK HOME HARDWARE BFOX CREEK AB	-\$21.00
JUN 22	JUN 23	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$11.50
JUN 22	JUN 24	RALCOMM LTD WHITECOURT AB	\$131.25
JUN 24	JUN 25	RAM OILFIELD SERVICE & SUFOX CREEK AB	\$47.19

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	20,974
Points earned this statement	5,859
New points balance	26,833

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUL 15, 2021
Credit limit	\$12,000.00
Available credit	\$6,141.21
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$7,171.41
Payments & credits	-\$7,192.41
Purchases & debits	\$5,879.79
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$5,858.79

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$5,858.79

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUL 15, 2021

AMOUNT PAID
\$

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13950



A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business

4516 07** ***** 7204 / 4516 07** ***** 9091

Quick, convenient and secure ways to pay your credit card bill:

- RBC Online Banking at www.rbcroyalbank.com/online
- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7212

STEVE WADE 4516 07** ***** 9125

STATEMENT FROM MAY 28 TO JUN 28, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$1,047.58

4516 07** ***** 7212

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 08	JUN 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$1,047.58
		SUBTOTAL OF MONTHLY ACTIVITY	-\$1,047.58

4516 07** ***** 9125

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 28	MAY 31	CRANKY'S BIKE SHOP EDMONTON AB	\$1,988.48
JUN 04	JUN 07	RALCOMM LTD DRAYTON VALLE AB	\$278.67
		SUBTOTAL OF MONTHLY ACTIVITY	\$2,267.15

NEW BALANCE

\$2,267.15

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$2,267.15	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	3,287
Points earned this statement	2,268
New points balance	5,555

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUL 15, 2021
Credit limit	\$40,000.00
Available credit	\$37,732.85
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,047.58
Payments & credits	-\$1,047.58
Purchases & debits	\$2,267.15
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$2,267.15

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$2,267.15

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUL 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** ***** 7212 / 4516 07** ***** 9125

RBC0150020_5094780_011-55050

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A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:
· RBC Online Banking at www.rbcroyalbank.com/online
· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- By Mail
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- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7162

CORY REED 4516 07** ***** 9034

STATEMENT FROM MAY 28 TO JUN 28, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$16,913.69

4516 07** ***** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 08	JUN 08	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$16,913.69
		SUBTOTAL OF MONTHLY ACTIVITY	-\$16,913.69

4516 07** ***** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
MAY 27	MAY 31	MOTION IND BC46 210MNNF FORT ST JOHN BC	\$458.65
MAY 28	MAY 31	ACCRO AUTO PARTS INC FORT ST JOHN BC	\$103.10
MAY 31	JUN 01	CPC / SCP 642495 FORT ST JOHN BC	\$68.74
MAY 31	JUN 02	NORTHERN ENVIRONMENTAL AC FORT ST. JOHNBC	\$279.88
JUN 01	JUN 03	MOTION IND BC46 210NLW0 FORT ST JOHN BC	\$3,197.96
JUN 01	JUN 02	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$160.00
JUN 03	JUN 04	STAPLES/BUS, DEPOT #303 FORT ST. JOHNBC	\$201.01
JUN 06	JUN 07	MOBIL 1 LUBE EXPRESS FORT ST. JOHNBC	\$244.14
JUN 07	JUN 09	ACCRO AUTO PARTS INC FORT ST JOHN BC	\$39.14
JUN 08	JUN 09	STAPLES/BUS, DEPOT #303 FORT ST. JOHNBC	\$113.82
JUN 08	JUN 09	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$100.00
JUN 09	JUN 14	WAL-MART SUPERCENTER#3661 FORT ST. JOHNBC	\$56.31
JUN 11	JUN 14	MOTION IND BC46 210QMYK FORT ST JOHN BC	\$3,283.06
JUN 13	JUN 14	CDN TIRE STORE #00363 FORT ST JOHN BC	\$17.90
JUN 14	JUN 16	MOTION IND BC46 210Q22 FORT ST JOHN BC	\$570.84
JUN 15	JUN 16	ARMOUR LUBRICANTS LTD FORT ST. JOHNBC	\$337.75
JUN 16	JUN 18	MOTION IND BC46 210RFVK FORT ST JOHN BC	\$1,415.87
JUN 17	JUN 18	STAPLES/BUS, DEPOT #303 FORT ST. JOHNBC	\$97.44
JUN 17	JUN 21	MOTION IND BC46 210RP3Z FORT ST JOHN BC	\$441.62
JUN 20	JUN 23	WAL-MART SUPERCENTER#3661 FORT ST. JOHNBC	\$42.06
JUN 21	JUN 22	ARMOUR LUBRICANTS LTD FORT ST. JOHNBC	\$89.00
JUN 21	JUN 23	MOTION IND BC46 210S6VP FORT ST JOHN BC	\$326.91
JUN 22	JUN 23	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$513.00
JUN 22	JUN 23	ARCTECH WELDING & MACH FORT ST. JOHNBC	\$461.78
JUN 22	JUN 23	FORT MOTORS FORT ST. JOHNBC	\$1,547.51

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	20,340
Points earned this statement	18,217
New points balance	38,557

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JUL 15, 2021
Credit limit	\$40,000.00
Available credit	\$21,783.09
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$16,913.69
Payments & credits	-\$16,961.53
Purchases & debits	\$18,264.75
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$18,216.91

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$18,216.91

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JUL 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7162 / 4516 07** ***** 9034

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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7162

CORY REED 4516 07** **** 9034

STATEMENT FROM JUN 29 TO JUL 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$18,216.91

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	38,557
Points earned this statement	7,477
New points balance	46,034

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 13, 2021
Credit limit	\$40,000.00
Available credit	\$32,523.21
Annual Interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$18,216.91
Payments & credits	-\$18,216.91
Purchases & debits	\$7,476.79
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$7,476.79

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$18,216.91
		SUBTOTAL OF MONTHLY ACTIVITY	-\$18,216.91

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 26	JUN 29	WAL-MART SUPERCENTER#3661 FORT ST. JOHNBC	\$110.57
JUN 27	JUN 30	SAFEWAY #4973 FORT ST. JOHNBC	\$31.92
JUN 28	JUN 30	MOTION IND BC46 210TGYKFORT ST JOHN BC	\$104.23
JUN 29	JUN 30	UPS *5256499745 888-520-9090 NB	\$113.44
JUL 05	JUL 06	CDN TIRE GASBAR #01965 PRINCE GEORGEBC	\$11.01
JUL 07	JUL 12	WAL-MART SUPERCENTER#3661 FORT ST. JOHNBC	\$111.88
JUL 08	JUL 09	GPR INDUSTRIAL HTTPSWWW.GPRICA	\$994.32
		Foreign Currency-USD 774.69 Exchange rate-1.283506	
JUL 08	JUL 12	SAFEWAY #4973 FORT ST. JOHNBC	\$31.92
JUL 09	JUL 12	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$100.00
JUL 11	JUL 14	WAL-MART SUPERCENTER#3661 FORT ST. JOHNBC	\$19.84
JUL 12	JUL 13	STAPLES/BUS. DEPOT #303 FORT ST. JOHN BC	\$82.29
JUL 12	JUL 14	MOTION IND BC46 210X8G8FORT ST JOHN BC	\$947.97
JUL 12	JUL 14	MOTION IND BC46 210X8G9FORT ST JOHN BC	\$1,615.85
JUL 15	JUL 16	GADGETS AND THINGS FORT ST. JOHNBC	\$50.40
JUL 15	JUL 19	SAFEWAY #4973 FORT ST. JOHNBC	\$31.92
JUL 16	JUL 19	PKG GAS FORT ST. JOHN FORT ST. JOHNBC	\$414.54
JUL 16	JUL 19	MOTION IND BC46 210YC46FORT ST JOHN BC	\$1,887.83
JUL 18	JUL 21	WAL-MART SUPERCENTER#3661 FORT ST. JOHNBC	\$31.99
JUL 20	JUL 21	MOBIL 1 LUBE EXPRESS FORT ST. JOHNBC	\$507.23
JUL 26	JUL 27	MOBIL 1 LUBE EXPRESS FORT ST. JOHNBC	\$277.64
		SUBTOTAL OF MONTHLY ACTIVITY	\$7,476.79

NEW BALANCE

\$7,476.79

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$7,476.79

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 13, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** **** 7162 / 4516 07** **** 9034

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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7154

BERNIE REED 4516 07** ***** 7312

STATEMENT FROM JUN 29 TO JUL 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$8,865.53

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	160,974
Points earned this statement	7,932
Points from supplementary accounts	28,041
New points balance	196,947

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 13, 2021
Credit limit	\$150,000.00
Available credit	\$142,068.20
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$8,865.53
Payments & credits	-\$8,865.53
Purchases & debits	\$7,931.80
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$7,931.80

4516 07** ***** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$8,865.53
		SUBTOTAL OF MONTHLY ACTIVITY	-\$8,865.53

4516 07** ***** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 29	JUL 02	TELUS ONLINE PAYMENT P VANCOUVER BC	\$3,252.80
JUL 02	JUL 05	SOUTHFORT CAR WASH FORT SASKATCHAB	\$23.00
JUL 03	JUL 05	EASYDNS.COM ETOBICOKE ON	\$9.45
JUL 05	JUL 06	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
JUL 05	JUL 06	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$581.26
JUL 08	JUL 09	TIM HORTONS #2212 WHITECOURT AB	\$100.00
JUL 08	JUL 12	THE HOME DEPOT #7222 FORT SASKATCHAB	\$58.75
JUL 08	JUL 12	MICROTEL INNS AND SUITES 250-7943100 BC	\$161.33
JUL 12	JUL 14	GREAT CANADIAN OIL CHANGESALMON ARM BC	\$148.52
JUL 13	JUL 14	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$382.49
JUL 13	JUL 14	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$386.33
JUL 15	JUL 16	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$339.39
JUL 15	JUL 16	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$266.25
JUL 15	JUL 19	MICROTEL INNS AND SUITES 250-7943100 BC	\$161.33
JUL 16	JUL 19	VERIZON CANADA CAD TORONTO AB	\$1,129.54
JUL 17	JUL 19	GLOBALSTAR MISSISSAUGA ON	\$210.45
JUL 18	JUL 20	SOUTHFORT CAR WASH FORT SASKATCHAB	\$26.00
JUL 18	JUL 19	MSFT * <E0100F5X48> MSBILL INFO ON	\$336.00
JUL 19	JUL 20	XPLORNET MARKHAM ON	\$104.99
JUL 20	JUL 23	MICROTEL INNS AND SUITES 780-6872120 AB	\$106.93
JUL 22	JUL 23	XPLORNET MARKHAM ON	\$104.99
		SUBTOTAL OF MONTHLY ACTIVITY	\$7,931.80

NEW BALANCE \$7,931.80

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$7,931.80

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 13, 2021

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** ***** 7154 / 4516 07** ***** 7312

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A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 5550

DEREK MARTIN 4516 07** ***** 5568

STATEMENT FROM JUN 29 TO JUL 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$26,483.47

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	38,862
Points adjusted this statement	(38,862)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 13, 2021
Credit limit	\$50,000.00
Available credit	\$11,138.38
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$26,483.47
Payments & credits	-\$26,483.47
Purchases & debits	\$38,861.62
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$38,861.62

4516 07** ***** 5550

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$26,483.47
		SUBTOTAL OF MONTHLY ACTIVITY	-\$26,483.47

4516 07** ***** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 28	JUN 30	WESMAT SUPPLIES LTD EDMONTON AB	\$972.36
JUN 28	JUN 29	RAY'S TRAILER SALES LTD CAMROSE AB	\$258.30
JUN 30	JUL 02	MIDWEST INDUSTRIAL SALES 815-4235961 IL	\$20,737.85
		Foreign Currency-USD 16,309.60 Exchange rate-1.271511	
JUN 30	JUL 02	WESMAT SUPPLIES LTD EDMONTON AB	\$479.59
JUN 30	JUL 02	G C L DIESEL INJECTION EDMONTON AB	\$470.40
JUL 01	JUL 02	SO *RENE'S VACUUM SERVICESTURGEON COUNAB	\$272.50
JUL 05	JUL 06	RAY'S TRAILER SALES LTD CAMROSE AB	\$200.55
JUL 05	JUL 07	SOUTH FORT CHEVROLET LTD FORT SASKATCHAB	\$97.90
JUL 06	JUL 07	REDWATER NAPA REDWATER AB	\$24.02
JUL 14	JUL 16	FIRST CHOICE ELECTRIC GRANDE PRAIRIAB	\$1,496.04
JUL 15	JUL 16	BIG CITY EQUIPMENT BEAVER LODGE AB	\$1,564.50
JUL 15	JUL 16	SO *RENE'S VACUUM SERVICESTURGEON COUNAB	\$272.50
JUL 17	JUL 19	A-1 SUPPLY CAMROSE AB	\$51.74
JUL 19	JUL 20	ALBERTA EXTINGUISHER SERVREDWATER AB	\$573.35
JUL 19	JUL 21	BC BEARING AB52 210YR40GRANDE PRAIRIAB	\$298.80
JUL 20	JUL 22	BC BEARING AB52 210ZOPHGRANDE PRAIRIAB	\$105.00
JUL 21	JUL 22	STRONGCO LIMITED PARTN ACHESON AB	\$2,819.04
JUL 21	JUL 22	SHAW'S ENTERPRISES LTD. GRANDE PRAIRIAB	\$695.63
JUL 21	JUL 22	AGRITERRA EQUIPMENT IC CAMROSE AB	\$210.66
JUL 22	JUL 23	SHAW'S ENTERPRISES LTD. GRANDE PRAIRIAB	\$131.09
JUL 22	JUL 23	DARBY MANUFACTURING SUDBURY ON	\$3,891.95
JUL 22	JUL 26	STRONGCO INC GRANDE PRAIRIAB	\$76.47
JUL 23	JUL 26	GREAT WEST KENWORTH LTD CLAIRMONT AB	\$81.28
JUL 23	JUL 26	PARAMOUNT PARTS FORT MCMURRAYAB	\$2,199.52
JUL 23	JUL 26	EXPERT MOBILE COMMUNICATIGRANDE PRAIRIAB	\$242.39

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$38,861.62

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 13, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 5550 / 4516 07** ***** 5568

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A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

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RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 7238

JIM WALL 4516 07** ***** 0434

STATEMENT FROM JUN 29 TO JUL 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$4,936.81

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	25,268
Points earned this statement	7,573
New points balance	32,841

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 13, 2021
Credit limit	\$8,000.00
Available credit	\$427.43
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$4,936.81
Payments & credits	-\$5,078.06
Purchases & debits	\$7,713.82
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$7,572.57

4516 07** ***** /238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$4,936.81
		SUBTOTAL OF MONTHLY ACTIVITY	-\$4,936.81

4516 07** ***** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 28	JUN 29	SASK PERMIT OFFICE REGINA SK	\$488.12
JUN 29	JUN 30	NAPA AUTO PARTS KINDERSLEY SK	\$77.97
JUN 29	JUN 30	NAPA AUTO PARTS KINDERSLEY SK	\$90.89
JUN 29	JUN 30	SASK PERMIT OFFICE REGINA SK	\$250.79
JUN 30	JUN 30	NAPA AUTO PARTS 306-463-4242 SK	\$76.90
JUL 02	JUL 05	BEST WESTERN PLUS PRINCE 250-9648833 BC	\$145.12
JUL 05	JUL 06	RUDON HYDRAULICS TERRACE BC	\$162.62
JUL 05	JUL 06	BOW VALLEY MACHINE SHOP TERRACE BC	\$103.06
JUL 05	JUL 07	ICBC #99397 NORTH VANCOUVER BC	\$115.00
JUL 05	JUL 08	NORTHERN MOTOR INN LIQUORHORNHILL BC	\$108.10
JUL 06	JUL 07	ALBERTA BC SAFETY EDMONTON AB	\$579.35
JUL 06	JUL 08	ALBERTA BC SAFETY 7806902227 AB	\$277.10
JUL 07	JUL 08	SASK PERMIT OFFICE REGINA SK	\$105.02
JUL 10	JUL 12	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$331.00
JUL 10	JUL 12	AB TRANSPORTATION EDMONTON AB	\$88.00
JUL 16	JUL 19	BUFFALO INN PINK MOUNTAINBC	\$282.50
JUL 16	JUL 19	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$47.00
JUL 16	JUL 19	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$451.00
JUL 17	JUL 21	BUFFALO INN PINK MOUNTAINBC	-\$141.25
JUL 18	JUL 20	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$183.00
JUL 18	JUL 19	BUFFALO INN PINK MOUNTAINBC	\$131.25
JUL 18	JUL 19	BUFFALO INN PINK MOUNTAINBC	\$131.25
JUL 20	JUL 21	BUFFALO INN PINK MOUNTAINBC	\$262.50
JUL 21	JUL 23	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$282.00
JUL 21	JUL 23	AB TRANSPORTATION EDMONTON AB	\$625.00
JUL 21	JUL 22	BUFFALO INN PINK MOUNTAINBC	\$393.75

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$7,572.57

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 13, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7238 / 4516 07** ***** 0434

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· RBC Mobile app - text "RBC" to 727222 to download

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- Telephone Banking 1-800-769-2511
- By Mail
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 - do not staple or damage form
- Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BELT
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM JUN 29 TO JUL 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$45,813.79

4516 07** ***** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$45,813.79
		SUBTOTAL OF MONTHLY ACTIVITY	-\$45,813.79

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 27	JUN 29	COMFORT INN AND SUITES FOX CREEK AB	\$140.61
JUN 28	JUN 30	PAT'S DRIVE LINE SPECI EDMONTON AB	\$259.90
JUN 29	JUN 30	STAPLES.CA MISSISSAUGA ON	\$15.24
JUN 29	JUN 30	STAPLES.CA MISSISSAUGA ON	\$101.83
JUN 29	JUN 30	TELUS MOBILITY PREAUTH 403-5303586 AB	\$3,252.80
JUN 29	JUN 29	NORSEMAN INN CAMROSE AB	\$119.90
JUN 30	JUL 02	QUALITY INN WHITECOURT WHITECOURT AB	\$108.33
JUN 30	JUL 02	MYALBERTA FINE PAYMENT EDMONTON AB	\$271.00
JUN 30	JUN 30	ABC PRESS (1979) LTD EDMONTON AB	\$547.05
JUL 01	JUL 02	QUALITY INN WHITECOURT WHITECOURT AB	\$108.33
JUL 02	JUL 05	QUALITY INN WHITECOURT WHITECOURT AB	\$108.33
JUL 03	JUL 05	TELUS ONLINE PAYMENT P VANCOUVER BC	\$386.02
JUL 05	JUL 06	ALBERTA BC SAFETY KELOWNA BC	\$314.88
JUL 06	JUL 07	CANADIAN DEWATERING LP EDMONTON AB	\$1,995.00
JUL 06	JUL 07	CRYSTAL GLASS CANADA LTD WHITECOURT AB	\$3,133.70
JUL 06	JUL 08	LAKEVIEW INN AND SUITE FORT SASKATCHAB	\$81.75
JUL 07	JUL 09	LAKEVIEW INN AND SUITE FORT SASKATCHAB	\$106.72
JUL 07	JUL 09	LAKEVIEW INN AND SUITE FORT SASKATCHAB	-\$24.97
JUL 08	JUL 09	BRIGNALL EQUIPMENT Solutifort MCMURRAYAB	\$1,565.76
JUL 08	JUL 08	CLOVERDALE PAINT #50 EDMONTON AB	\$3,121.11
JUL 12	JUL 14	WESMAT SUPPLIES LTD EDMONTON AB	\$516.34
JUL 12	JUL 14	BC BID - BC GOV VICTORIA BC	\$262.50
JUL 12	JUL 12	DIRECT ENERGY REGULATED EDMONTON AB	\$295.05
JUL 13	JUL 14	CPC / SCP 577707 REDWATER AB	\$198.44
JUL 14	JUL 15	ALBERTA CONSTRUCTION SAFEEDMONTON AB	\$78.75
JUL 14	JUL 15	ALBERTA CONSTRUCTION SAFEEDMONTON AB	\$78.75

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	199,932
Points earned this statement	22,720
New points balance	222,652

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 13, 2021
Credit limit	\$120,000.00
Available credit	\$97,280.74
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$45,813.79
Payments & credits	-\$47,022.40
Purchases & debits	\$23,927.87
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$22,719.26

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E5

NEW BALANCE
\$22,719.26

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 13, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7147 / 4516 07** ***** 0270

Quick, convenient and secure ways to pay your credit card bill:
· RBC Online Banking at www.rbcroyalbank.com/online
· RBC Mobile app - text "RBC" to 727222 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM JUN 29 TO JUL 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$5,858.79

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	26,833
Points earned this statement	4,599
New points balance	31,432

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 13, 2021
Credit limit	\$12,000.00
Available credit	\$7,401.05
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$5,858.79
Payments & credits	-\$5,858.79
Purchases & debits	\$4,598.95
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$4,598.95

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$5,858.79
		SUBTOTAL OF MONTHLY ACTIVITY	-\$5,858.79

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 28	JUL 02	IGA WHITECOURT #9519 WHITECOURT AB	\$12.48
JUN 28	JUL 02	IGA WHITECOURT #9519 WHITECOURT AB	\$101.57
JUN 28	JUN 29	CDN TIRE STORE #00695 WHITECOURT AB	\$222.31
JUN 29	JUN 30	FAS GAS GIBBONS SERVICE GIBBONS AB	\$23.36
JUN 29	JUN 29	WHITECOURT HOME HDWE. BLD WHITECOURT AB	\$69.28
JUN 30	JUL 02	UPS #5257908103 888-520-9090 NB	\$62.57
JUL 09	JUL 12	STAPLES 453 WHITECOURT AB	\$78.72
JUL 09	JUL 12	EI SUPPLY WHITECOURT AB	\$128.78
JUL 09	JUL 12	WHITECOURT HOME HDWE. BLD WHITECOURT AB	\$66.63
JUL 09	JUL 12	PRINCESS AUTO 05 EDMONTON AB	\$629.58
JUL 09	JUL 12	CDN TIRE STORE #00695 WHITECOURT AB	\$82.47
JUL 10	JUL 12	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$18.75
JUL 14	JUL 15	COLD SHOT STORE #3204 EDMONTON AB	\$26.96
JUL 14	JUL 15	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$14.50
JUL 17	JUL 19	PEAVEY MART SHERWOOD PARK AB	\$369.01
JUL 17	JUL 19	PEAVEY MART SHERWOOD PARK AB	\$31.49
JUL 17	JUL 19	TIM HORTONS #2212 WHITECOURT AB	\$2.79
JUL 22	JUL 23	COLD SHOT STORE #3204 EDMONTON AB	\$30.04
JUL 22	JUL 26	IDEAL AUTOMOTIVE & INDUS. WHITECOURT AB	\$74.01
JUL 24	JUL 26	WHITECOURT HOME HDWE. BLD WHITECOURT AB	\$1,810.62
JUL 24	JUL 26	LUBE CITY #10 FORT SASKATCHEWAN	\$217.33
JUL 26	JUL 27	STAPLES 453 WHITECOURT AB	\$75.38
JUL 26	JUL 27	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$23.25

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$4,598.95

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 13, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7204 / 4516 07** ***** 9091

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- By Mail
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A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7212

STEVE WADE 4516 07** **** 9125

STATEMENT FROM JUN 29 TO JUL 27, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$2,267.15

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	5,555
Points earned this statement	683
New points balance	6,238

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 13, 2021
Credit limit	\$40,000.00
Available credit	\$39,317.52
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$2,267.15
Payments & credits	-\$2,267.15
Purchases & debits	\$682.48
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$682.48

4516 07** **** 7212

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$2,267.15
		SUBTOTAL OF MONTHLY ACTIVITY	-\$2,267.15

4516 07** **** 9125

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUN 28	JUN 30	RALCOMM LTD DRAYTON VALLEAB	\$588.00
JUN 30	JUL 02	LUBE CITY #24 DRAYTON VALLEAB	\$94.48
		SUBTOTAL OF MONTHLY ACTIVITY	\$682.48

NEW BALANCE

\$682.48

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$682.48	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$682.48

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 13, 2021

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** **** 7212 / 4516 07** **** 9125

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A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking

BERNIE A REED 4646 92** **** 0746

JANET E FISHER 4646 92** **** 0753

1 OF 2

STATEMENT FROM JUN 29 TO JUL 27, 2021

PREVIOUS ACCOUNT BALANCE \$2,870.37

BERNIE A REED
4646 92** **** 0746 - PRIMARY

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 09	JUL 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$2,870.37
JUL 16	JUL 19	HOME RESTAURANT 4 SORRENTO BC	\$32.29
JUL 24	JUL 26	BLIND BAY VILLAGE GROCER BLIND BAY BC	\$20.95
JUL 24	JUL 26	BEST WESTERN VALEMOUNT IVALEMOUNT BC	\$339.25
JUL 26	JUL 27	BLIND BAY VILLAGE GROCER BLIND BAY BC	\$22.00
SUBTOTAL OF MONTHLY ACTIVITY			-\$2,455.88

JANET E FISHER
4646 92** **** 0753 - CO-APPLICANT

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 08	JUL 09	TIM HORTONS #3669 FORT SASKATCHAB	\$58.21
JUL 08	JUL 12	FRESN BROS. #16 - FT. SAFORT SASKATCHAB	\$104.26
JUL 11	JUL 12	CDN TIRE STORE #00322 FORT SASK AB	\$280.17
JUL 12	JUL 13	NORTH CENTRAL SOUTH POINTFORT SASKATCHAB	\$15.74
JUL 12	JUL 15	FRESN BROS. #16 - FT. SAFORT SASKATCHAB	\$45.40
JUL 14	JUL 15	NORTH CENTRAL SOUTH POINTFORT SASKATCHAB	\$3.09
JUL 14	JUL 15	NORTH CENTRAL CO-OP SOUTHFORT SASKATCHAB	\$85.11
JUL 15	JUL 15	NADINA AQUATICS VANCOUVER BC	\$35.00
JUL 15	JUL 16	BROADMOOR GOLF COURSE SHERWOOD PARKAB	\$40.00
JUL 15	JUL 16	WWW.JILLGAUMONT.COM FORT SASKATCHAB	\$10.00
JUL 16	JUL 19	ADOBE STOCK 4085366000 CA	\$40.74
Foreign Currency-USD 31.49 Exchange rate-1.293744			
JUL 16	JUL 19	FAST TRAX RUN & SKI SH EDMONTON AB	\$170.10
JUL 16	JUL 19	WINNERS 497 FORT SASKATCHAB	\$76.60
JUL 16	JUL 19	MICHAELS #3940 SHERWOOD PARKAB	\$122.77
JUL 16	JUL 19	FRESN BROS. #16 - FT. SAFORT SASKATCHAB	\$127.56
JUL 17	JUL 19	LEGACY JEWELLERS SASKATCHEWAN AB	\$133.35
JUL 18	JUL 20	SOUTHFORT CAR WASH FORT SASKATCHAB	\$17.00
JUL 18	JUL 21	FRESN BROS. #16 - FT. SAFORT SASKATCHAB	\$79.69
JUL 18	JUL 19	NORTH CENTRAL SOUTH POINTFORT SASKATCHAB	\$21.66
JUL 18	JUL 19	NORTH CENTRAL CO-OP SOUTHFORT SASKATCHAB	\$98.89
JUL 19	JUL 22	FRESN BROS. #16 - FT. SAFORT SASKATCHAB	\$45.30

Travel with confidence

Enjoy the security of premium travel protection with your RBC® Avion® Visa Infinite Privilege[‡] for Private Banking card. Rest easy knowing you are covered with premium travel insurances including Trip Cancellation, Trip Interruption and Lost or Stolen Baggage coverage.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	4,972,170
Points earned this statement	3,691
New points balance	4,975,861

CONTACT US

Customer Service / Lost & Stolen	1-888-769-2585
Collect Outside of North America	(416) 974-5944
Rewards Website	rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	AUG 17, 2021
Credit limit	\$30,000.00
Available credit	\$27,047.80
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Account Balance	\$2,870.37
Payments & credits	-\$2,870.37
Purchases & debits	\$2,952.20
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00
Total Account Balance	\$2,952.20

NEW BALANCE \$2,952.20

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$2,952.20

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
AUG 17, 2021

AMOUNT PAID
\$

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BERNIE A REED
JANET E FISHER
46 CRANBERRY BEND
FT-SASKATCHEWN AB T8L 0H2

RBC® Avion® Visa Infinite Privilege[‡]
for Private Banking

4646 92** **** 0746 / 4646 92** **** 0753

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- Telephone Banking 1-800-769-2511
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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** **** 7238

JIM WALL 4516 07** **** 0434

STATEMENT FROM JUL 28 TO AUG 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$7,572.57

4516 07** **** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 30	JUL 30	OVERLIMIT FEE	\$29.00
AUG 09	AUG 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$7,572.57
		SUBTOTAL OF MONTHLY ACTIVITY	-\$7,543.57

4516 07** **** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 26	JUL 28	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$266.00
JUL 28	JUL 30	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$112.00
JUL 28	JUL 30	MYALBERTA FINE PAYMENT EDMONTON AB	\$127.00
JUL 30	JUL 30	VANTAGE INN & SUITES FORT McMURRAY AB	\$1,216.44
AUG 09	AUG 11	AB TRANSPORTATION EDMONTON AB	\$143.00
AUG 09	AUG 11	AB TRANSPORTATION EDMONTON AB	\$276.50
AUG 09	AUG 11	AB TRANSPORTATION EDMONTON AB	\$62.00
AUG 09	AUG 11	AB TRANSPORTATION EDMONTON AB	\$93.00
AUG 10	AUG 12	AB TRANSPORTATION EDMONTON AB	\$25.00
AUG 10	AUG 12	AB TRANSPORTATION EDMONTON AB	\$124.50
AUG 10	AUG 12	AB TRANSPORTATION EDMONTON AB	\$306.50
AUG 11	AUG 13	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$169.00
AUG 11	AUG 13	AB TRANSPORTATION EDMONTON AB	\$410.00
AUG 12	AUG 16	STANFORD INN & SUITES GR. GRAND-PRAIRIE AB	\$105.39
AUG 13	AUG 16	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$242.00
AUG 14	AUG 17	AB TRANSPORTATION EDMONTON AB	\$86.00
AUG 14	AUG 16	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$315.00
AUG 16	AUG 18	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$182.00
AUG 23	AUG 25	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$714.00
AUG 24	AUG 26	INLAND KENWORTH FORT ST. FORT ST. JOHN BC	\$156.79
AUG 24	AUG 26	INLAND KENWORTH FORT ST. FORT ST. JOHN BC	\$122.22
AUG 25	AUG 26	BUFFALO INN PINK MOUNTAIN BC	\$131.25
AUG 25	AUG 27	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$512.00

Avioners® get 30% more Avios®

Convert a minimum of 10,000 RBC Rewards® points to Avios® and get 30% more Avios with the British Airways Executive Club®. Offer ends September 24, 2021. Conditions apply. For details, visit rbcrewards.com/terms-and-conditions.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	32,841
Points earned this statement	6,172
New points balance	39,013

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$39.00
Payment due date	SEP 13, 2021
Credit limit	\$8,000.00
Available credit	\$1,799.25
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$7,572.57
Payments & credits	-\$7,572.57
Purchases & debits	\$6,171.75
Cash advances	\$0.00
Interest	\$0.00
Fees	\$29.00

NEW BALANCE \$6,200.71

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$6,200.75

MINIMUM PAYMENT
\$39.00

PAYMENT DUE DATE
SEP 13, 2021

AMOUNT PAID
\$6,200.71

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A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business

4516 07** **** 7238 / 4516 07** **** 0434

Quick, convenient and secure ways to pay your credit card bill
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· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
- detach form and return with payment (do not send cash)
- do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7204

RANDY HANSON 4516 07** **** 9091

STATEMENT FROM JUL 28 TO AUG 27, 2021

1 OF 1

Avioners® get 30% more Avios®

Convert a minimum of 10,000 RBC Rewards® points to Avios® and get 30% more Avios with the British Airways Executive Club®! Offer ends September 24, 2021. Conditions apply. For details, visit

rbcrewards.com/terms-and-conditions.

PREVIOUS STATEMENT BALANCE

\$4,598.95

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	31,432
Points earned this statement	191
New points balance	31,623

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	SEP 13, 2021
Credit limit	\$12,000.00
Available credit	\$11,809.85
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$4,598.95
Payments & credits	-\$4,598.95
Purchases & debits	\$190.11
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$190.11

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 09	AUG 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$4,598.95
		SUBTOTAL OF MONTHLY ACTIVITY	-\$4,598.95

4516 07** **** 9091

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 28	JUL 30	RX DRUG MART - VANDERHOOFVANDERHOOF BC	\$25.05
AUG 09	AUG 10	EI SUPPLY WHITECOURT AB	\$44.57
AUG 17	AUG 18	COLD SHOT STORE #3204 EDMONTON AB	\$18.49
AUG 25	AUG 25	WHITECOURT HOME HDWE. BLDWHITECOURT AB	\$39.00
AUG 26	AUG 27	SOUTH FORT CHEVROLET LTD FORT SASKATCHAB	\$63.00
		SUBTOTAL OF MONTHLY ACTIVITY	\$190.11

NEW BALANCE \$190.11

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$190.11	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$190.11

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
SEP 13, 2021

AMOUNT PAID
\$190.11

RBC0150020_6370836_009-33787

00742



A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business

4516 07** **** 7204 / 4516 07** **** 9091

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- Telephone Banking 1-800-769-2511
- By Mail
- detach form and return with payment (do not send cash)
- do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7162

CORY REED 4516 07** ***** 9034

STATEMENT FROM JUL 28 TO AUG 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$7,476.79

4516 07** ***** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 09	AUG 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$7,476.79
		SUBTOTAL OF MONTHLY ACTIVITY	-\$7,476.79

4516 07** ***** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 26	JUL 28	FTN TIRE F130 FT ST JOHN BC	\$82.25
JUL 26	JUL 28	MOTION IND BC46 21105VLFORT ST JOHN BC	\$1,576.65
JUL 27	JUL 29	MEGMAR TIRECRAFT-FORT ST JOHN BC	\$1,587.63
JUL 27	JUL 29	INLAND KENWORTH FORT ST. JOHN BC	\$38.74
AUG 06	AUG 11	JACQUES ELECTRIC DAWSON CREEK BC	\$2,833.60
AUG 08	AUG 09	TECHNICAL SAFETY BC VANCOUVER BC	\$88.20
AUG 09	AUG 10	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$100.00
AUG 10	AUG 11	PETRON COMMUNICATIONS LTD FORT ST. JOHN BC	\$112.00
AUG 10	AUG 12	OPEN SCHOOL - QUEEN'S PRIVICTORIA BC	\$116.32
AUG 13	AUG 16	MOTION IND BC46 21145WPFORT ST JOHN BC	\$1,612.46
AUG 13	AUG 13	FORT ST JOHN HHBC FORT ST. JOHN BC	\$380.79
AUG 14	AUG 16	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$250.00
AUG 14	AUG 16	MURRAY CHEVROLET OLDSMOBILE FORT ST JOHN BC	\$116.82
AUG 15	AUG 17	OPEN SCHOOL - QUEEN'S PRIVICTORIA BC	\$100.00
AUG 16	AUG 18	OPEN SCHOOL - QUEEN'S PRIVICTORIA BC	\$116.32
AUG 16	AUG 18	MOTION IND BC46 2114JQZFORT ST JOHN BC	\$4,656.51
AUG 18	AUG 18	FORT ST JOHN HHBC FORT ST. JOHN BC	\$67.20
AUG 25	AUG 26	RONA FORT ST JOHN #08444 FORT ST JOHN BC	\$117.58
AUG 26	AUG 27	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$100.00
		SUBTOTAL OF MONTHLY ACTIVITY	\$14,053.07

NEW BALANCE

\$14,053.07

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IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	46,034
Points earned this statement	14,054
New points balance	60,088

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	SEP 13, 2021
Credit limit	\$40,000.00
Available credit	\$25,946.93
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$7,476.79
Payments & credits	-\$7,476.79
Purchases & debits	\$14,053.07
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$14,053.07

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$14,053.07

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
SEP 13, 2021

AMOUNT PAID
\$14,053.07

RBC® Avion® Visa[®] Business

4516 07** ***** 7162 / 4516 07** ***** 9034

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- Telephone Banking 1-800-769-2511
- By Mail
- detach form and return with payment (do not send cash)
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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7154

BERNIE REED 4516 07** ***** 7312

STATEMENT FROM JUL 28 TO AUG 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$7,931.80

4516 07** ***** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 09	AUG 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$7,931.80
		SUBTOTAL OF MONTHLY ACTIVITY	-\$7,931.80

4516 07** ***** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 26	JUL 29	MICROTEL INNS AND SUITES 250-7943100 BC	\$159.07
JUL 28	JUL 29	DENVER INTERNATIONAL STEE303-6599860 CO	\$34,885.96
		Foreign Currency-USD 26,997.00 Exchange rate-1.292216	
JUL 29	AUG 02	TELUS ONLINE PAYMENT P VANCOUVER BC	\$1,402.95
JUL 30	AUG 02	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$720.08
AUG 01	AUG 02	MERX /INTERNET LONGUEUIL QC	\$52.50
AUG 03	AUG 04	EASYDNS.COM ETOBICOKE ON	\$9.45
AUG 04	AUG 05	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
AUG 04	AUG 06	PACIFIC CUSTOMS BROKER SURREY BC	\$68.26
AUG 09	AUG 10	TIM HORTONS #3669 FORT SASKATCHAB	\$95.00
AUG 13	AUG 16	PACIFIC CUSTOMS BROKER SURREY BC	\$2,343.16
AUG 15	AUG 16	SOUTHFORT CAR WASH FORT SASKATCHAB	\$27.00
AUG 16	AUG 17	GLOBALSTAR MISSISSAUGA ON	\$210.45
AUG 17	AUG 18	VERIZON CANADA CAD TORONTO AB	\$1,129.54
AUG 18	AUG 19	MSFT * E0100FHJ63 MISSISSAUGA ON	\$336.00
AUG 19	AUG 20	XPLORNET MARKHAM ON	\$104.99
AUG 20	AUG 23	MICROTEL INNS AND SUITES 250-7943100 BC	\$142.12
AUG 21	AUG 24	MICROTEL INNS AND SUITES 250-7943100 BC	\$142.12
AUG 21	AUG 23	AFD PETROLEUM LTD PINK MOUNTAINBC	\$111.67
AUG 22	AUG 23	XPLORNET MARKHAM ON	\$104.99
AUG 23	AUG 26	MICROTEL INNS AND SUITES 250-7943100 BC	\$165.85

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IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	196,947
Points earned this statement	42,566
Points from supplementary accounts	39,835
New points balance	279,348

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	SEP 13, 2021
Credit limit	\$150,000.00
Available credit	\$107,434.26
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$7,931.80
Payments & credits	-\$7,931.80
Purchases & debits	\$42,565.72
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$42,565.72

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$42,565.72

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
SEP 13, 2021

AMOUNT PAID
\$42,565.72

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A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business

4516 07** ***** 7154 / 4516 07** ***** 7312

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7212

STEVE WADE 4516 07** ***** 9125

STATEMENT FROM JUL 28 TO AUG 27, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$682.48

4516 07** ***** 7212

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 09	AUG 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$682.48
		SUBTOTAL OF MONTHLY ACTIVITY	-\$682.48

4516 07** ***** 9125

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 27	JUL 29	RALCOMM LTD DRAYTON VALLEAB	\$139.60
JUL 28	JUL 29	BARW EDMONTON #3897 SPRUCE GROVE AB	\$199.50
JUL 30	AUG 02	CDN TIRE STORE #00615 DRAYTON VALLEAB	\$41.99
AUG 14	AUG 16	NAPA AUTO PARTS DRAYTON VALLEAB	\$183.63
AUG 20	AUG 23	STETSON GM DRAYTON VALLEAB	\$17.77
AUG 26	AUG 27	STAPLES STORE #274 LEDUC AB	\$26.75
		SUBTOTAL OF MONTHLY ACTIVITY	\$609.24
		NEW BALANCE	\$609.24

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$609.24	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	6,238
Points earned this statement	610
New points balance	6,848

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	SEP 13, 2021
Credit limit	\$40,000.00
Available credit	\$39,390.76
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$682.48
Payments & credits	-\$682.48
Purchases & debits	\$609.24
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$609.24

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$609.24

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
SEP 13, 2021

AMOUNT PAID
\$609.24

RBC® Avion® Visa® Business

4516 07** ***** 7212 / 4516 07** ***** 9125

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A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 5550

DEREK MARTIN 4516 07** ***** 5568

STATEMENT FROM JUL 28 TO AUG 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$38,861.62

4516 07** ***** 5550

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 05	AUG 05	OVERLIMIT FEE	\$29.00
AUG 09	AUG 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$38,861.62
		SUBTOTAL OF MONTHLY ACTIVITY	-\$38,832.62

4516 07** ***** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 28	JUL 30	MUFFLERCENTRE LEDUC AB	\$280.35
JUL 29	JUL 30	SO *RENE'S VACUUM SERVICESTURGEON COUNAB	\$272.50
JUL 29	AUG 02	STANFORD INN & SUITES GR GRAND-PRAIRIEAB	\$111.00
JUL 30	AUG 02	SCHNELL AND BARRIE (2011)CAMROSE AB	\$594.63
JUL 30	AUG 02	HEARTLAND FORD SALES FT-SASKATCHEWAB	\$1,377.59
JUL 30	AUG 02	JACKS AUTO BODY LTD ONOWAY AB	\$727.65
JUL 30	AUG 02	STANFORD INN & SUITES GR GRAND-PRAIRIEAB	\$105.39
AUG 03	AUG 04	ALPINE DIESEL INC. NISKU AB	\$3,458.70
AUG 03	AUG 04	A-1 SUPPLY CAMROSE AB	\$378.64
AUG 03	AUG 04	IN *HCH HYDRAULICS LTD. 587-3412091 AB	\$540.00
AUG 03	AUG 04	SOUTH FORT CHEVROLET LTD FORT SASKATCHEAB	\$23.98
AUG 04	AUG 05	ALL PEACE PETROLEUM GRANDE PRAIRIAB	\$37.80
AUG 04	AUG 05	A-1 SUPPLY CAMROSE AB	\$252.74
AUG 04	AUG 05	MIDWEST INDUSTRIAL SALES 815-4235961 IL	\$3,961.05
		Foreign Currency-USD 3,072.14 Exchange rate-1.289345	
AUG 04	AUG 06	WESMAT SUPPLIES LTD EDMONTON AB	\$479.59
AUG 05	AUG 06	HEARTLAND FORD SALES FT-SASKATCHEWAB	\$67.68
AUG 05	AUG 06	DARBY MANUFACTURING SUDBURY ON	\$2,575.60
AUG 05	AUG 10	B & I COMPRESSOR LTD EDMONTON AB	\$351.75
AUG 06	AUG 09	CRYSTAL GLASS CDA LTD 205FT SASK AB	\$485.55
AUG 06	AUG 09	AB TRANSPORTATION EDMONTON AB	\$356.50
AUG 09	AUG 11	AB TRANSPORTATION EDMONTON AB	\$254.50
AUG 09	AUG 10	A-1 SUPPLY CAMROSE AB	\$125.74
AUG 11	AUG 12	STRONGCO LIMITED PARTN ACHESON AB	\$943.79
AUG 11	AUG 13	WESMAT SUPPLIES LTD EDMONTON AB	\$479.59

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$24,646.65

MINIMUM PAYMENT
\$39.00

PAYMENT DUE DATE
SEP 13, 2021

AMOUNT PAID
\$24,646.65

RBC0150020_6370836_010-41383

16794



A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

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rbcrewards.com/terms-and-conditions.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	24,618
Points adjusted this statement	(24,618)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$39.00
Payment due date	SEP 13, 2021
Credit limit	\$50,000.00
Available credit	\$25,353.31
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$38,861.6
Payments & credits	-\$38,861.62
Purchases & debits	\$24,617.65
Cash advances	\$0.00
Interest	\$0.00
Fees	\$29.00

NEW BALANCE \$24,646.6

RBC® Avion® Visa® Business

4516 07** ***** 5550 / 4516 07** ***** 5568

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM JUL 28 TO AUG 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$22,719.26

4516 07** ***** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 09	AUG 09	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$22,719.26
		SUBTOTAL OF MONTHLY ACTIVITY	-\$22,719.26

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JUL 26	JUL 28	MYALBERTA FINE PAYMENT EDMONTON AB	\$433.00
JUL 27	JUL 28	GFL ENV 905-3260101 ON	\$1,365.01
JUL 27	JUL 28	ALBERTA CONSTRUCTION SAFEEDMONTON AB	-\$78.75
JUL 28	JUL 29	STRONGCO LIMITED PARTN ACHESON AB	\$3,102.18
JUL 28	JUL 29	GFL ENV 905-3260101 ON	\$2,000.00
JUL 29	JUL 30	DIRECT ENERGY REGULATED EDMONTON AB	\$58.04
JUL 29	JUL 30	DAWSON CREEK SUPER 8 MOTEDAWSON CREEK BC	\$621.50
JUL 30	AUG 02	TELUS MOBILITY PREAUTH 403-5303586 AB	\$1,402.95
JUL 30	AUG 02	ROCKY MOUNTAIN EQUIPMENT LETHBRIDGE AB	\$1,337.68
JUL 31	AUG 02	KEPTRUCKIN ELD&FLEET 855-434-3564 BC	\$520.00
AUG 02	AUG 04	TELUS ONLINE PAYMENT P VANCOUVER BC	\$386.02
AUG 03	AUG 04	HOTELSCOM9194185699641 CA.HOTELS.COMON	\$215.94
AUG 03	AUG 04	FLAIR DIRECT0000000000012INVOICES@FLYFBC	\$159.01
AUG 04	AUG 05	DENVER INTERNATIONAL STEE303-6599860 CO	\$1,418.28
		Foreign Currency-USD 1,100.00 Exchange rate-1.289345	
AUG 04	AUG 06	EDMONTON GEAR CENTRE L EDMONTON AB	\$9,972.38
AUG 04	AUG 06	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$141.00
AUG 08	AUG 10	BEST WESTERN STRATHMORE ISTRATHMORE AB	\$147.14
AUG 10	AUG 13	BEST WESTERN STRATHMORE ISTRATHMORE AB	\$129.43
AUG 10	AUG 12	BEST WESTERN STRATHMORE ISTRATHMORE AB	\$129.43
AUG 10	AUG 10	NORSEMAN INN CAMROSE AB	\$566.80
AUG 11	AUG 12	CANADIAN DEWATERING LP EDMONTON AB	-\$663.60
AUG 12	AUG 13	DIRECT ENERGY REGULATED EDMONTON AB	\$387.65
AUG 13	AUG 16	ALBERTA CONSTRUCTION SAFEEDMONTON AB	\$78.75
AUG 13	AUG 16	ALBERTA CONSTRUCTION SAFEEDMONTON AB	\$78.75
AUG 13	AUG 16	BROWNS CRAFTHOUSE FORT STFORT ST. JOHNBC	\$31.09

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IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	222,652
Points earned this statement	51,284
New points balance	273,936

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbcrewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	SEP 13, 2021
Credit limit	\$120,000.00
Available credit	\$68,716.76
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$22,719.26
Payments & credits	-\$23,461.61
Purchases & debits	\$52,025.59
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$51,283.24

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$51,283.24

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
SEP 13, 2021

AMOUNT PAID
\$51,283.24

RBC0150020_6370836_009-33784

08391



A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business

4516 07** ***** 7147 / 4516 07** ***** 0270

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Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM AUG 28 TO SEP 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$51,283.24

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	273,936
Points earned this statement	16,924
New points balance	290,860

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	OCT 14, 2021
Credit limit	\$120,000.00
Available credit	\$103,076.72
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$51,283.24
Payments & credits	-\$56,008.24
Purchases & debits	\$21,648.28
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$16,923.28

4516 07** ***** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 10	SEP 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$51,283.24
		SUBTOTAL OF MONTHLY ACTIVITY	-\$51,283.24

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 17	AUG 30	CHATEAU NOVA PEACE RIVER PEACE RIVER AB	\$1,246.96
AUG 27	AUG 30	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$140.28
AUG 27	AUG 30	DIRECT ENERGY REGULATED EDMONTON AB	\$51.82
AUG 31	SEP 01	PUROLATOR/1895372 MISSISSAUGA ON	\$47.42
AUG 31	SEP 01	TELUS MOBILITY PREAUTH 403-5303586 AB	\$1,393.73
AUG 31	AUG 31	KEEPTRUCKIN ELD&FLEET 855-434-3564 BC	\$520.00
AUG 31	SEP 02	MYALBERTA FINE PAYMENT EDMONTON AB	\$114.00
SEP 02	SEP 07	ICBC #86490 FORT NELSON BC	\$84.00
SEP 02	SEP 07	TELUS ONLINE PAYMENT P VANCOUVER BC	\$386.02
SEP 03	SEP 07	0039 NAPA FORT NELSON FORT NELSON BC	\$904.35
SEP 03	SEP 07	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$352.00
SEP 03	SEP 07	MYALBERTA FINE PAYMENT EDMONTON AB	\$207.00
SEP 03	SEP 07	INLAND KENWORTH FORT ST. FORT ST. JOHN BC	\$1,343.99
SEP 04	SEP 07	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$52.00
SEP 04	SEP 07	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$79.00
SEP 05	SEP 07	SUPER 8 STRATHMORE STRATHMORE AB	\$180.94
SEP 05	SEP 07	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$507.36
SEP 05	SEP 07	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$845.60
SEP 05	SEP 07	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$59.00
SEP 06	SEP 07	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$298.78
SEP 07	SEP 08	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$338.24
SEP 08	SEP 09	STAPLES.CA MISSISSAUGA ON	\$38.93
SEP 08	SEP 09	22657 MACS CONV. STORES EDMONTON AB	\$15.50
SEP 08	SEP 10	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$15.00
SEP 08	SEP 13	PIZZA 73 #1048 EDMONTON AB	\$50.11
SEP 09	SEP 09	A.S. 2260 ELLWOOD DR 780-469-8866 AB	\$139.33

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$16,923.28

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
OCT 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 7147 / 4516 07** ***** 0270

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16720



A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7154

BERNIE REED 4516 07** ***** 7312

STATEMENT FROM AUG 28 TO SEP 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$42,565.72

4516 07** ***** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 10	SEP 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$42,565.72
		SUBTOTAL OF MONTHLY ACTIVITY	-\$42,565.72

4516 07** ***** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 25	AUG 30	MICROTEL INNS AND SUITES 250-7943100 BC	\$322.66
AUG 28	AUG 30	SOUTHFORT CAR WASH FORT SASKATCHAB	\$23.00
SEP 01	SEP 02	MERX /INTERNET LONGUEUIL QC	\$52.50
SEP 02	SEP 03	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
SEP 03	SEP 07	EASYDNS.COM ETOBICOKE ON	\$9.45
SEP 05	SEP 08	MICROTEL INNS AND SUITES 250-7943100 BC	\$148.90
SEP 07	SEP 08	PODOLLAN GRANDE PRAIRIE IGRANDE PRAIRIAB	\$146.01
SEP 09	SEP 10	TIM HORTONS #2212 WHITECOURT AB	\$100.00
SEP 09	SEP 10	THE KANATA BY BCMINNS WHITECOURT AB	\$129.71
SEP 10	SEP 13	THE KANATA BY BCMINNS WHITECOURT AB	\$129.71
SEP 16	SEP 17	GLOBALSTAR MISSISSAUGA ON	\$210.45
SEP 16	SEP 17	VERIZON CANADA CAD TORONTO AB	\$1,129.54
SEP 17	SEP 20	MSFT * <E0100FTO4T> MSBILL INFO ON	\$399.95
SEP 19	SEP 20	XPLORENET MARKHAM ON	\$104.99
SEP 22	SEP 23	XPLORENET MARKHAM ON	\$104.99
SEP 22	SEP 27	MICROTEL INNS AND SUITES 250-7943100 BC	\$181.95
SEP 22	SEP 27	MICROTEL INNS AND SUITES 250-7943100 BC	\$161.95
		SUBTOTAL OF MONTHLY ACTIVITY	\$3,397.76

NEW BALANCE

\$3,397.76

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	279,348
Points earned this statement	3,398
Points from supplementary accounts	26,100
New points balance	308,846

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	OCT 14, 2021
Credit limit	\$150,000.00
Available credit	\$146,602.24
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$42,565.72
Payments & credits	-\$42,565.72
Purchases & debits	\$3,397.76
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$3,397.76

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$3,397.76

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
OCT 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa[†] Business

4516 07** ***** 7154 / 4516 07** ***** 7312

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A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7162

CORY REED 4516 07** **** 9034

STATEMENT FROM AUG 28 TO SEP 27, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$14,053.07

4516 07** **** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 10	SEP 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$14,053.07
		SUBTOTAL OF MONTHLY ACTIVITY	\$14,053.07

4516 07** **** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 10	SEP 13	STAPLES/BUS. DEPOT #303 FORT ST. JOHN BC	\$41.49
SEP 13	SEP 14	STAPLES/BUS. DEPOT #303 FORT ST. JOHN BC	\$784.89
SEP 23	SEP 24	GUILLIVIN INTERNATIONAL #FT. ST. JOHN BC	\$586.39
SEP 24	SEP 27	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$250.00
SEP 24	SEP 27	MOTION IND BC46 211F7ZQF FORT ST. JOHN BC	\$544.68
SEP 24	SEP 27	MOTION IND BC46 211F7ZR FORT ST. JOHN BC	\$1,979.98
		SUBTOTAL OF MONTHLY ACTIVITY	\$4,187.43

NEW BALANCE

\$4,187.43

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$4,187.43	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	60,088
Points earned this statement	4,188
New points balance	64,276

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	OCT 14, 2021
Credit limit	\$40,000.00
Available credit	\$35,812.57
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$14,053.07
Payments & credits	-\$14,053.07
Purchases & debits	\$4,187.43
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$4,187.43

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$4,187.43

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
OCT 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** **** 7162 / 4516 07** **** 9034

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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:
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• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank Branch

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 7238

JIM WALL 4516 07** ***** 0434

STATEMENT FROM AUG 28 TO SEP 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$6,200.75

4516 07** ***** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 03	SEP 03	OVERLIMIT FEE	\$29.00
SEP 10	SEP 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$6,200.75
		SUBTOTAL OF MONTHLY ACTIVITY	-\$6,171.75

4516 07** ***** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 27	AUG 30	RAMADA INNS 780-5147861 AB	\$124.62
AUG 27	AUG 30	RAMADA INNS 780-5147861 AB	\$124.62
AUG 28	AUG 30	BUFFALO INN PINK MOUNTAINBC	\$393.75
AUG 30	SEP 01	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$59.00
AUG 30	AUG 31	BUFFALO INN PINK MOUNTAINBC	\$393.75
AUG 31	SEP 02	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$148.00
AUG 31	SEP 02	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$339.00
SEP 01	SEP 03	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$246.00
SEP 02	SEP 03	BUFFALO INN PINK MOUNTAINBC	\$1,050.00
SEP 03	SEP 07	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$347.00
SEP 10	SEP 13	NOVA INN PEACE RIVER PEACE RIVER AB	\$102.46
SEP 14	SEP 16	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$82.00
SEP 14	SEP 20	NOVA INN PEACE RIVER PEACE RIVER AB	\$388.04
SEP 16	SEP 20	NOVA INN PEACE RIVER PEACE RIVER AB	\$301.93
SEP 16	SEP 20	NOVA INN PEACE RIVER PEACE RIVER AB	\$204.92
SEP 18	SEP 20	GREAT WEST KENWORTH LTD CLAIRMONT AB	\$114.24
SEP 18	SEP 20	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$109.00
SEP 20	SEP 21	GREAT WEST KENWORTH LTD CLAIRMONT AB	\$205.76
SEP 20	SEP 21	WABAMUN GAS STATION & WABAMUN AB	\$22.04
SEP 21	SEP 22	REDWATER REGISTERIES REDWATER AB	\$56.00

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	39,013
Points earned this statement	4,929
New points balance	43,942

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$39.00
Payment due date	OCT 14, 2021
Credit limit	\$8,000.00
Available credit	\$3,042.87
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$6,200.75
Payments & credits	-\$6,200.75
Purchases & debits	\$4,928.13
Cash advances	\$0.00
Interest	\$0.00
Fees	\$29.00

NEW BALANCE \$4,957.13

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E5

NEW BALANCE
\$4,957.13

MINIMUM PAYMENT
\$39.00

PAYMENT DUE DATE
OCT 14, 2021

AMOUNT PAID
\$

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16723



A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business

4516 07** ***** 7238 / 4516 07** ***** 0434

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM AUG 28 TO SEP 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$190.11

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	31,623
Points earned this statement	2,599
New points balance	34,222

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	OCT 14, 2021
Credit limit	\$12,000.00
Available credit	\$9,401.41
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$190.11
Payments & credits	-\$190.11
Purchases & debits	\$2,598.59
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$2,598.59

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 10	SEP 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$190.11
		SUBTOTAL OF MONTHLY ACTIVITY	-\$190.11

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 27	AUG 30	SCREAM'IN EAGLE SALES LTD WHITECOURT AB	\$462.84
AUG 27	AUG 30	SCREAM'IN EAGLE SALES LTD WHITECOURT AB	\$53.07
AUG 27	AUG 30	MARTIN DEERLINE LTD. EDMONTON AB	\$109.36
AUG 27	AUG 30	IDEAL AUTOMOTIVE & INDUS. WHITECOURT AB	\$254.74
AUG 31	SEP 01	COLD SHOT STORE #3204 EDMONTON AB	\$28.28
AUG 31	SEP 02	IDEAL AUTOMOTIVE & INDUS. WHITECOURT AB	\$41.16
AUG 31	SEP 02	KFC 042-009 WHITECOURT AB	\$27.07
SEP 02	SEP 03	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$19.75
SEP 10	SEP 13	COLD SHOT STORE #3204 EDMONTON AB	\$72.77
SEP 10	SEP 10	WHITECOURT HOME HDWE. BLD WHITECOURT AB	\$53.11
SEP 16	SEP 17	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$24.25
SEP 16	SEP 20	IDEAL AUTOMOTIVE & INDUS. WHITECOURT AB	\$31.44
SEP 17	SEP 20	SNAP-ON TOOLS GEORGE B WHITECOURT AB	\$312.28
SEP 17	SEP 20	ARC SUPPLIES INC. WHITECOURT AB	\$186.90
SEP 22	SEP 23	WHITECOURT HOME HDWE. BLD WHITECOURT AB	\$94.44
SEP 23	SEP 24	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$20.50
SEP 24	SEP 27	THE HOME DEPOT #7222 FORT SASKATCHEWAN	\$753.52
SEP 24	SEP 24	WHITECOURT HOME HDWE. BLD WHITECOURT AB	\$53.11
		SUBTOTAL OF MONTHLY ACTIVITY	\$2,598.59

NEW BALANCE \$2,598.59

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$2,598.59

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
OCT 14, 2021

AMOUNT PAID
\$

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16722



A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa⁺ Business

4516 07** ***** 7204 / 4516 07** ***** 9091

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7212

STEVE WADE 4516 07** ***** 9125

STATEMENT FROM AUG 28 TO SEP 27, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$609.24

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	6,848
Points earned this statement	642
New points balance	7,490

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	OCT 14, 2021
Credit limit	\$40,000.00
Available credit	\$39,358.12
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$609.24
Payments & credits	-\$609.24
Purchases & debits	\$641.88
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$641.88

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 10	SEP 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$609.24
SUBTOTAL OF MONTHLY ACTIVITY			-\$609.24

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 29	AUG 30	IMPARK00020505U EDMONTON AB	\$5.00
SEP 03	SEP 07	POPLAR RIDGE HOME BLDG. DRAYTON VALLEAB	\$29.39
SEP 18	SEP 20	D V HOME HARDWARE #5017-8DRAYTON VALLEAB	\$93.00
SEP 21	SEP 22	POPLAR RIDGE HOME BLDG. DRAYTON VALLEAB	\$514.49
SUBTOTAL OF MONTHLY ACTIVITY			\$641.88

NEW BALANCE \$641.88

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$641.88	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$641.88

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
OCT 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 7212 / 4516 07** ***** 9125

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• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
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- Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 5550

DEREK MARTIN 4516 07** ***** 5568

STATEMENT FROM AUG 28 TO SEP 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$24,646.65

4516 07** ***** 5550

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 10	SEP 10	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$24,646.65
		SUBTOTAL OF MONTHLY ACTIVITY	-\$24,646.65

4516 07** ***** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
AUG 30	SEP 01	BROWNS SERVICE DAWSON CREEK BC	\$201.04
AUG 30	SEP 01	FIRST CHOICE ELECTRIC GRANDE PRAIRIE AB	\$462.60
AUG 30	AUG 31	ALBERTA EXTINGUISHER SERVREDWATER AB	\$326.18
AUG 30	AUG 31	NORTHERN METALIC SALES FORT NELSON BC	\$1,379.39
AUG 31	SEP 02	NORCAN FLUID POWER-LEDUC LEDUC AB	\$2,319.92
SEP 02	SEP 03	0115-TRACTION EDMONTON EDMONTON AB	\$1,456.08
SEP 02	SEP 07	WESTQUIP DIESEL SALESA ACHESON AB	\$130.19
SEP 03	SEP 07	REDWOOD INN & SUITES CLAIRMONT AB	\$165.68
SEP 07	SEP 08	PETRON COMMUNICATIONS LTD FORT ST. JOHN BC	\$728.00
SEP 09	SEP 10	NORTHERN METALIC SALES FORT NELSON BC	\$656.53
SEP 09	SEP 10	SQ *RENE'S VACUUM SERVICE STURGEON COUNAB	\$272.50
SEP 09	SEP 13	FORT GARRY INDUSTRIES #8 EDMONTON AB	\$249.06
SEP 10	SEP 10	COOL-CORE GRND PRAIRIE AB	\$1,953.00
SEP 13	SEP 14	NORTHERN METALIC SALES FORT NELSON BC	\$182.15
SEP 13	SEP 15	TITAN TOWING SERVICES FT-SASKATCHEWAN AB	\$567.01
SEP 14	SEP 15	NORTHERN METALIC SALES FORT NELSON BC	\$2,409.13
SEP 14	SEP 15	ABSOLUTE HYDRAULICS PEACE RIVER AB	\$169.92
SEP 14	SEP 15	PEACE POWER & EQUIPMENT PEACE RIVER AB	\$62.79
SEP 14	SEP 15	ALBRIGHT REFRIGERATION COUNTY OF GRAAB	\$3,081.33
SEP 14	SEP 16	WESMAT SUPPLIES LTD EDMONTON AB	\$479.59
SEP 15	SEP 17	PEACE AUTO SUPPLY LTD PEACE RIVER AB	\$188.77
SEP 15	SEP 16	NORTHERN METALIC SALES FORT NELSON BC	\$308.05
SEP 15	SEP 16	TRUCKTEX HD LTD PEACE RIVER AB	\$55.13
SEP 15	SEP 16	SKINNER BROS. TRANSPOR FORT NELSON BC	\$243.58
SEP 15	SEP 15	CLOVERDALE PAINT #50 EDMONTON AB	\$3,365.54
SEP 15	SEP 15	CLOVERDALE PAINT #50 EDMONTON AB	\$147.00

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	26,786
Points adjusted this statement	(26,786)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	OCT 14, 2021
Credit limit	\$50,000.00
Available credit	\$23,214.83
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$24,646.65
Payments & credits	-\$24,646.65
Purchases & debits	\$26,785.17
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$26,785.17

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$26,785.17

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
OCT 14, 2021

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 5550 / 4516 07** ***** 5568

Quick, convenient and secure ways to pay your credit card bill:
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• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 5550

DEREK MARTIN 4516 07** ***** 5568

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 3

PREVIOUS STATEMENT BALANCE

\$26,785.17

4516 07** ***** 5550

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 05	OCT 05	OVERLIMIT FEE	\$29.00
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$26,785.17
		SUBTOTAL OF MONTHLY ACTIVITY	-\$26,756.17

4516 07** ***** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 27	SEP 29	EDMONTON GEAR CENTRE L EDMONTON AB	\$8,531.25
SEP 27	SEP 29	WESMAT SUPPLIES LTD EDMONTON AB	\$479.59
SEP 27	SEP 29	SOUTH FORT CHEVROLET LTD FORT SASKATCHAB	\$235.20
SEP 27	SEP 28	NORTHERN METALIC SALES FORT NELSON BC	\$547.84
SEP 28	OCT 01	LESCO DISTRIBUTORS EDMONTON AB	\$176.40
SEP 29	OCT 01	NORTHERN METALIC SALES FORT NELSON BC	\$269.61
SEP 29	OCT 01	MIDWEST INDUSTRIAL SALES 815-4235961 IL	\$5,314.72
		Foreign Currency-USD 4,079.54 Exchange rate-1.302774	
SEP 29	OCT 01	SOUTH FORT CHEVROLET LTD FORT SASKATCHAB	\$43.76
SEP 30	OCT 01	KMP USA LTD 713-6836160 TX	\$7,083.14
		Foreign Currency-USD 5,408.46 Exchange rate-1.309640	
SEP 30	OCT 01	KMP USA LTD 713-6836160 TX	\$204.24
		Foreign Currency-USD 155.95 Exchange rate-1.309650	
OCT 04	OCT 05	NORTHERN METALIC SALES FORT NELSON BC	\$771.68
OCT 06	OCT 07	GRAND PRAIRIE WHEATON CHEGRAND-PRAIRIEAB	\$333.19
OCT 07	OCT 08	POP A LOCK EDMONTON AB	\$645.75
OCT 07	OCT 08	JOHNSTON INDUSTRIAL PLASTEDMONTON AB	\$436.80
OCT 07	OCT 08	SKINNER BROS. TRANSPOR FORT NELSON BC	\$243.58
OCT 07	OCT 08	SQ *RENE'S VACUUM SERVICESTURGEON COUNAB	\$272.50
OCT 08	OCT 12	NORTHERN METALIC SALES FORT NELSON BC	\$77.68
OCT 12	OCT 13	CRYSTAL GLASS CDA LTD 205FT SASK AB	\$511.75
OCT 12	OCT 13	CRYSTAL GLASS CDA LTD 205FT SASK AB	\$511.75
OCT 12	OCT 13	KMP USA LTD 713-6836160 TX	\$413.19
		Foreign Currency-USD 322.64 Exchange rate-1.280653	
OCT 12	OCT 15	WAL-MART SUPERCENTER#5753FORT SASKATCHAB	\$13.97

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	42,486
Points adjusted this statement	(42,486)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$39.00
Payment due date	NOV 15, 2021
Credit limit	\$50,000.00
Available credit	\$7,485.99
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$26,785.17
Payments & credits	-\$26,818.88
Purchases & debits	\$42,518.72
Cash advances	\$0.00
Interest	\$0.00
Fees	\$29.00

NEW BALANCE \$42,514.01

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$42,514.01

MINIMUM PAYMENT
\$39.00

PAYMENT DUE DATE
NOV 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 5550 / 4516 07** ***** 5568

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A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:
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• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch



Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 5164

CORY HANCAR 4516 07** ***** 7636

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$141.23

4516 07** ***** 5164

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$141.23
		SUBTOTAL OF MONTHLY ACTIVITY	-\$141.23

4516 07** ***** 7636

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 01	OCT 04	STETSON GM DRAYTON VALLEAB	\$14.98
OCT 08	OCT 12	MCDONALD'S #25029 DRAYTON VALLEAB	\$49.71
OCT 14	OCT 15	COLD SHOT STORE #1731 EDMONTON AB	\$38.98
OCT 20	OCT 21	COLD SHOT STORE #1731 EDMONTON AB	\$32.31
		SUBTOTAL OF MONTHLY ACTIVITY	\$135.98

NEW BALANCE

\$135.98

Notice:

Effective November 20, 2021, RBC Insurance Company of Canada has appointed AZGA Service Canada Inc. (operating as "Allianz Global Assistance") as the administrator for the embedded insurance benefits included with your RBC Credit Card.

Note: There is no change to your existing coverage in force. Details in your Certificate of Insurance including service support, assistance, contact information or how to make claims remains the same. No action is required.

If you have any questions about the change to our administrator please call us toll-free at 1-800-769-2512.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	136
Points adjusted this statement	(136)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	NOV 15, 2021
Credit limit	\$8,000.00
Available credit	\$7,864.02
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$141.23
Payments & credits	-\$141.23
Purchases & debits	\$135.98
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$135.98

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$135.98

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
NOV 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** ***** 5164 / 4516 07** ***** 7636

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- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
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A-1 QUALITY BELTING LTD.
CORY HANCAR
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7162

CORY REED 4516 07** **** 9034

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$4,187.43

4516 07** **** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 01	OCT 01	ANNUAL FEE	\$50.00
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$4,187.43
		SUBTOTAL OF MONTHLY ACTIVITY	-\$4,137.43

4516 07** **** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 27	SEP 28	ROSCO'S RV PARK FORT ST. JOHN BC	\$94.50
SEP 29	OCT 01	MOTION IND BC46 211G936FORT ST JOHN BC	\$1,890.90
SEP 30	OCT 07	MOTION IND BC46 211GRCTFORT ST JOHN BC	\$1,839.56
SEP 30	OCT 01	FORT NELSON SUPER 8 MOTELFORT NELSON BC	\$137.84
OCT 04	OCT 06	ACCRO AUTO PARTS INC FORT ST JOHN BC	\$135.77
OCT 05	OCT 06	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$100.00
OCT 07	OCT 08	RONA FORT ST JOHN #08444 FORT ST JOHN BC	\$97.09
OCT 07	OCT 12	NORTHERN SPRING BRAKE FORT SAINT JOBC	\$77.97
OCT 09	OCT 12	MOBIL 1 LUBE EXPRESS FORT ST. JOHNBC	\$418.84
OCT 09	OCT 12	ACCRO AUTO PARTS INC FORT ST JOHN BC	\$50.49
OCT 10	OCT 12	STAPLES/BUS. DEPOT #303 FORT ST JOHN BC	\$86.22
OCT 13	OCT 13	MOBIL 1 LUBE EXPRESS FORT ST. JOHNBC	\$191.49
OCT 15	OCT 18	PETRON COMMUNICATIONS LTD FORT ST. JOHNBC	\$756.00
OCT 15	OCT 18	MOTION IND BC46 211LCQ1FORT ST JOHN BC	\$1,389.07
OCT 17	OCT 20	WAL-MART SUPERCENTER#3661FORT ST. JOHNBC	\$35.09
OCT 17	OCT 18	STAPLES/BUS. DEPOT #303 FORT ST JOHN BC	\$45.25
OCT 18	OCT 19	CPC / SCP 642495 FORT ST JOHN BC	\$38.83
OCT 18	OCT 19	MOBIL 1 LUBE EXPRESS FORT ST. JOHNBC	\$324.66
OCT 21	OCT 22	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$100.00
OCT 21	OCT 25	MR MIKES STEAKHOUSECASUALFORT ST. JOHNBC	\$200.00

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	64,276
Points earned this statement	9,471
New points balance	73,747

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$60.00
Payment due date	NOV 15, 2021
Credit limit	\$40,000.00
Available credit	\$30,479.29
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$4,187.43
Payments & credits	-\$4,187.43
Purchases & debits	\$9,470.71
Cash advances	\$0.00
Interest	\$0.00
Fees	\$50.00

NEW BALANCE \$9,520.71

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$9,520.71

MINIMUM PAYMENT
\$60.00

PAYMENT DUE DATE
NOV 15, 2021

AMOUNT PAID
\$

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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business

4516 07** **** 7162 / 4516 07** **** 9034

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- By Mail
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 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$2,598.59

4516 07** **** 7204

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 01	OCT 01	ANNUAL FEE	\$50.00
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$2,598.59
		SUBTOTAL OF MONTHLY ACTIVITY	-\$2,548.59

4516 07** ** * 9091

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 28	SEP 29	SCREAM'N EAGLE SALES LTDWHITECOURT AB	\$661.36
SEP 28	SEP 29	CDN TIRE STORE #00695 WHITECOURT AB	\$66.22
OCT 01	OCT 04	STAPLES 453 WHITECOURT AB	\$458.23
OCT 06	OCT 12	PIZZA 73 #1093 WHITECOURT AB	\$132.63
OCT 06	OCT 07	PETROCAN-HWY 43 BOX 1798 WHITECOURT AB	\$300.01
OCT 08	OCT 12	SPLASH AUTO WASH FORT SASKATCHAB	\$240.00
OCT 12	OCT 13	TIM HORTONS 7609 REDWATER AB	\$9.32
OCT 21	OCT 22	EI SUPPLY WHITECOURT AB	\$664.64
OCT 21	OCT 22	STONE RV SALES AND SERVICWHITECOURT AB	\$142.93
OCT 22	OCT 25	CDN TIRE STORE #00695 WHITECOURT AB	\$50.99
OCT 23	OCT 25	THORHILD CO-OP HOME AND ATHORHILD AB	\$9.95
		SUBTOTAL OF MONTHLY ACTIVITY	\$2,736.28

NEW BALANCE \$2,786.28

Notice:

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Note: There is no change to your existing coverage in force. Details in your Certificate of Insurance including service support, assistance, contact information or how to make claims remains the same. No action is

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	34,222
Points earned this statement	2,737
New points balance	36,959

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$60.00
Payment due date	NOV 15, 2021
Credit limit	\$12,000.00
Available credit	\$9,213.72
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$2,598.59
Payments & credits	-\$2,598.59
Purchases & debits	\$2,736.28
Cash advances	\$0.00
Interest	\$0.00
Fees	\$50.00

NEW BALANCE \$2,786.28



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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O.BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$2,786.28

MINIMUM PAYMENT
\$60.00

PAYMENT DUE DATE
NOV 15 2021

AMOUNT PAID

RBC® Avion® Visa† Business
4516 07** ***** 7204 / 4516 07** ***** 9091

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A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:

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- Telephone Banking 1-800-769-2511
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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$16,923.28

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	290,860
Points earned this statement	37,970
New points balance	328,830

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$60.00
Payment due date	NOV 15, 2021
Credit limit	\$120,000.00
Available credit	\$81,980.06
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance		\$16,923.28
Payments & credits	-\$16,923.28	
Purchases & debits	\$37,969.94	
Cash advances	\$0.00	
Interest	\$0.00	
Fees	\$50.00	

NEW BALANCE

\$38,019.94



4516 07** **** 7147		
TRANSACTION DATE	POSTING DATE	AMOUNT (\$)
OCT 01	OCT 01	ANNUAL FEE \$50.00
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI -\$16,923.28
		SUBTOTAL OF MONTHLY ACTIVITY -\$16,873.28

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 27	SEP 28	DIRECT ENERGY REGULATED EDMONTON AB	\$48.03
SEP 27	SEP 28	HUSKY WHITECOURT 9059 WHITECOURT AB	\$103.86
SEP 28	SEP 29	CANADIAN DEWATERING LP EDMONTON AB	\$25,204.96
SEP 29	OCT 01	FORT NELSON SUPER 8 MOTELFORT NELSON BC	\$155.17
SEP 30	OCT 01	SASKATCHEWAN WORKERS' 306-787-4905 SK	\$8.13
SEP 30	OCT 01	STAPLES.CA MISSISSAUGA ON	\$176.72
SEP 30	OCT 04	PLEASANT VALLEY MOTEL HOUSTON BC	\$135.60
OCT 01	OCT 01	KEEPTRUCKIN ELD&FLEET 855-434-3564 BC	\$520.00
OCT 01	OCT 04	MAINSTREET PUBLIC HOUSE GIBBONS AB	\$106.98
OCT 03	OCT 05	LAKEVIEW INN AND SUITE FORT ST.JOHN BC	\$497.20
OCT 03	OCT 05	LAKEVIEW INN AND SUITE FORT ST.JOHN BC	\$497.20
OCT 04	OCT 05	STAPLES.CA MISSISSAUGA ON	\$31.56
OCT 04	OCT 05	STAPLES.CA MISSISSAUGA ON	\$203.68
OCT 05	OCT 06	PUROLATOR/1895372 MISSISSAUGA ON	\$49.72
OCT 08	OCT 12	SHELL C22014 DUFFIELD AB	\$114.51
OCT 13	OCT 15	MYALBERTA FINE PAYMENT EDMONTON AB	\$146.00
OCT 13	OCT 15	MYALBERTA FINE PAYMENT EDMONTON AB	\$1,215.00
OCT 13	OCT 15	PACIFIC CUSTOMS BROKER SURREY BC	\$522.18
OCT 13	OCT 14	SHELL C22474 CLAIRMONT AB	\$134.65
OCT 14	OCT 15	-FEDEX-*94927868 T1800 4633339ON	\$23.22
OCT 14	OCT 18	TELUS MOBILITY 705-7923728 ON	\$2,837.26
OCT 14	OCT 15	QUALITY INN WHITECOURT WHITECOURT AB	\$117.87
OCT 14	OCT 15	NOVA INN MANNING MANNING AB	\$124.26
OCT 14	OCT 14	MCDONALD'S GR PRAIRIE AB	\$8.27
OCT 17	OCT 19	SOUTHFORT CAR WASH FORT SASKATCHAB	\$20.00

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O.BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$38,019.94

MINIMUM PAYMENT
\$60.00

PAYMENT DUE DATE
NOV 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa[†] Business

4516 07** ***** 7147 / 4516 07** ***** 0270

RBC0150020 7612352 009-33410

10479



A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:

- RBC Online Banking at www.rbcroyalbank.com/online
- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7212

STEVE WADE 4516 07** ***** 9125

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE \$641.88

4516 07** ***** 7212

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 01	OCT 01	ANNUAL FEE	\$50.00
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$641.88
		SUBTOTAL OF MONTHLY ACTIVITY	-\$591.88

4516 07** ***** 9125

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 07	OCT 08	ROCKY RAPIDS STORE ROCKY RAPIDS AB	\$60.00
OCT 22	OCT 25	HEY WIRE ELECTRIC EDMONTIN AB	\$242.55
OCT 22	OCT 25	HEY WIRE ELECTRIC EDMONTIN AB	\$777.00
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,079.55

NEW BALANCE \$1,129.55

Notice:

Effective November 20, 2021, RBC Insurance Company of Canada has appointed AZGA Service Canada Inc. (operating as "Allianz Global Assistance") as the administrator for the embedded insurance benefits included with your RBC Credit Card.

Note: There is no change to your existing coverage in force. Details in your Certificate of Insurance including service support, assistance, contact information or how to make claims remains the same. No action is required.

If you have any questions about the change to our administrator please call us toll-free at 1-800-769-2512.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	7,490
Points earned this statement	1,080
New points balance	8,570

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$60.00
Payment due date	NOV 15, 2021
Credit limit	\$40,000.00
Available credit	\$38,870.45
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$641.88
Payments & credits	-\$641.88
Purchases & debits	\$1,079.55
Cash advances	\$0.00
Interest	\$0.00
Fees	\$50.00

NEW BALANCE \$1,129.55

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,129.55

MINIMUM PAYMENT
\$60.00

PAYMENT DUE DATE
NOV 15, 2021

AMOUNT PAID
\$

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10483



A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business

4516 07** ***** 7212 / 4516 07** ***** 9125

Quick, convenient and secure ways to pay your credit card bill:
· RBC Online Banking at www.rbcroyalbank.com/online
· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

· RBC Royal Bank ATM
· Telephone Banking 1-800-769-2511

· By Mail

- detach form and return with payment (do not send cash)
- do not staple or damage form
· Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 7238

JIM WALL 4516 07** ***** 0434

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$4,957.13

4516 07** ***** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 01	OCT 01	ANNUAL FEE	\$50.00
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$4,957.13
		SUBTOTAL OF MONTHLY ACTIVITY	-\$4,907.13

4516 07** ***** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 28	OCT 01	ICBC #99440 NORTH VANCOUVBC	\$109.00
SEP 29	OCT 01	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$80.00
OCT 01	OCT 04	KEY-OH LODGE BURNS LAKE BC	\$141.25
OCT 01	OCT 04	DAYS INN & SUITES STRA STRATHMORE AB	\$139.52
OCT 01	OCT 04	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$198.00
OCT 05	OCT 06	REDWATER REGISTERIES REDWATER AB	\$28.00
OCT 07	OCT 08	TAGS FOOD AND GAS SEXSMITH AB	\$172.01
OCT 08	OCT 12	PARADISE INN & SUITES VALLEYVIEW AB	\$154.54
OCT 08	OCT 12	STANFORD INN & SUITES GR GRAND-PRAIRIEAB	\$105.39
OCT 12	OCT 14	ALBERTA BC SAFETY 7806902227 AB	\$356.73
OCT 14	OCT 15	REDWATER REGISTERIES REDWATER AB	\$163.00
OCT 16	OCT 18	VANTAGE INN & SUITES FORT MCMURRAYAB	\$135.16
OCT 16	OCT 18	STANFORD INN & SUITES GR GRAND-PRAIRIEAB	\$111.00
OCT 21	OCT 22	PARADISE INN & SUITES VALLEYVIEW AB	\$165.66
OCT 22	OCT 25	AB TRANSPORTATION EDMONTON AB	\$110.00
OCT 22	OCT 22	VANTAGE INN & SUITES FORT MCMURRAYAB	\$136.36
OCT 26	OCT 27	TWILIGHT COUNTRY MOTEL BOYLE AB	\$755.37
		SUBTOTAL OF MONTHLY ACTIVITY	\$3,060.99

NEW BALANCE

\$3,110.99

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	43,942
Points earned this statement	3,061
New points balance	47,003

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$60.00
Payment due date	NOV 15, 2021
Credit limit	\$8,000.00
Available credit	\$4,889.01
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$4,957.13
Payments & credits	-\$4,957.13
Purchases & debits	\$3,060.99
Cash advances	\$0.00
Interest	\$0.00
Fees	\$50.00

NEW BALANCE

\$3,110.99

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$3,110.99

MINIMUM PAYMENT
\$60.00

PAYMENT DUE DATE
NOV 15, 2021

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 7238 / 4516 07** ***** 0434

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10484



A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:

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- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch



Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7154

BERNIE REED 4516 07** ***** 7312

STATEMENT FROM SEP 28 TO OCT 27, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$3,397.76

4516 07** ***** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 01	OCT 01	ANNUAL FEE	\$120.00
OCT 14	OCT 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$3,397.76
		SUBTOTAL OF MONTHLY ACTIVITY	-\$3,277.76

4516 07** ***** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
SEP 29	OCT 04	MICROTEL INNS AND SUITES 250-7943100 BC	\$165.85
OCT 01	OCT 04	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
OCT 03	OCT 04	EASYDNS.COM ETOBICOKE ON	\$9.45
OCT 08	OCT 12	GREAT CANADIAN OIL CHANGESALMON ARM BC	\$148.52
OCT 14	OCT 15	BEST WESTERN VALEMOUNT IVALEMOUNT BC	\$195.62
OCT 17	OCT 18	GLOBALSTAR MISSISSAUGA ON	\$210.99
OCT 17	OCT 18	MSFT * <E0100G5U0P> MSBILL INFO ON	\$369.60
OCT 19	OCT 20	XPLORENET MARKHAM ON	\$104.99
OCT 22	OCT 25	XPLORENET MARKHAM ON	\$104.99
OCT 26	OCT 27	SAWMILL PRIME RIB & STEAKFORT SASKATCHAB	\$323.06
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,675.07

NEW BALANCE

\$1,795.07

Notice:

Please review and keep for future reference.

Effective December 2, 2021, the following assisted travel benefits provided by Assured Assistance will no longer be offered: Emergency Message Service, Prescription Medicines, Valuable Document Delivery, Legal Counsel

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	308,846
Points earned this statement	1,676
Points from supplementary accounts	27,478
New points balance	338,000

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$130.00
Payment due date	NOV 15, 2021
Credit limit	\$150,000.00
Available credit	\$148,204.93
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$3,397.76
Payments & credits	-\$3,397.76
Purchases & debits	\$1,675.07
Cash advances	\$0.00
Interest	\$0.00
Fees	\$120.00

NEW BALANCE

\$1,795.07

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,795.07

MINIMUM PAYMENT
\$130.00

PAYMENT DUE DATE
NOV 15, 2021

AMOUNT PAID
\$

RBC0150020_7612352_009-33411

10480



A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business

4516 07** ***** 7154 / 4516 07** ***** 7312

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- Telephone Banking 1-800-769-2511
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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7212

STEVE WADE 4516 07** **** 9125

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$1,129.55

4516 07** **** 7212

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$1,129.55
		SUBTOTAL OF MONTHLY ACTIVITY	-\$1,129.55

4516 07** **** 9125

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 28	OCT 29	BARW EDMONTON #3897 SPRUCE GROVE AB	\$1,671.57
NOV 03	NOV 04	PETROCAN-5404 - 50 STREET DRAYTON VALLE AB	\$151.94
NOV 05	NOV 08	TELUS MOBILITY 705-7923728 ON	\$1,064.79
NOV 10	NOV 12	SUREHIRE INC EDMONTON AB	\$200.69
NOV 15	NOV 15	FORT ST JOHN HHBC FORT ST. JOHN BC	\$349.28
		SUBTOTAL OF MONTHLY ACTIVITY	\$3,438.27

NEW BALANCE

\$3,438.27

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$3,438.27	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	8,570
Points earned this statement	3,439
New points balance	12,009

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$40,000.00
Available credit	\$36,561.73
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,129.55
Payments & credits	-\$1,129.55
Purchases & debits	\$3,438.27
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$3,438.27

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$3,438.27

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
DEC 16, 2021

AMOUNT PAID
\$

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A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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ROYAL BANK OF CANADA



DEC 14 2021

FORT SASKATCHEWAN, ALBERTA

05839-By Mail

RBC® Avion® Visa® Business

4516 07** **** 7212 / 4516 07** **** 9125

Quick, convenient and secure ways to pay your credit card bill:

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· Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7162

CORY REED 4516 07** **** 9034

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$9,520.71

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	73,747
Points earned this statement	5,750
New points balance	79,497

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$40,000.00
Available credit	\$34,250.94
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$9,520.71
Payments & credits	-\$9,520.71
Purchases & debits	\$5,749.06
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$5,749.06

4516 07** **** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$9,520.71
		SUBTOTAL OF MONTHLY ACTIVITY	-\$9,520.71

4516 07** **** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 26	OCT 28	MOTION IND BC46 211P243FORT ST JOHN BC	\$441.10
NOV 04	NOV 05	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$225.00
NOV 10	NOV 16	WOODLANDS INN SUITES FORT NELSON BC	\$628.28
NOV 11	NOV 12	FORT NELSON ESSO FORT NELSON BC	\$90.67
NOV 12	NOV 15	DIEMERT HOME HARDWARE FORT NELSON BC	\$46.98
NOV 12	NOV 15	SKINNER BROS. TRANSPOR FORT NELSON BC	\$307.58
NOV 16	NOV 18	ACCRO AUTO PARTS INC FORT ST JOHN BC	\$143.73
NOV 17	NOV 18	APPLIED SCIENCE TECH SURREY BC	\$411.08
NOV 19	NOV 22	PETRON COMMUNICATIONS LTDFORT ST. JOHNBC	\$56.00
NOV 19	NOV 22	PETRON COMMUNICATIONS LTDFORT ST. JOHNBC	\$1,165.08
NOV 20	NOV 22	P&J WATER SERVICES (1987)CHARLIE LAKE BC	\$100.00
NOV 21	NOV 22	CDN TIRE STORE #00363 FORT ST JOHN BC	\$147.78
NOV 25	NOV 29	MOTION IND BC46 211Y2RFFORT ST JOHN BC	\$782.67
NOV 26	NOV 29	THE HOME DEPOT #7175 GRNDE PRAIRIEAB	\$896.39
NOV 26	NOV 29	MOTION IND BC46 211Y7HCFORT ST JOHN BC	\$267.32
NOV 27	NOV 29	CDN TIRE STORE #00363 FORT ST JOHN BC	\$39.40
		SUBTOTAL OF MONTHLY ACTIVITY	\$5,749.06

NEW BALANCE \$5,749.06

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$5,749.06

MINIMUM PAYMENT
\$10.00

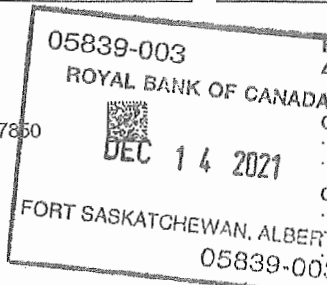
PAYMENT DUE DATE
DEC 16, 2021

AMOUNT PAID
\$

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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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RBC Avion® Visa[†] Business
4516 07** **** 7162 / 4516 07** **** 9034

Quick, convenient and secure ways to pay your credit card bill:
• RBC Online Banking at www.rbcroyalbank.com/online
• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
• RBC Royal Bank ATM
• Telephone Banking 1-800-769-2511

By Mail
Detach form and return with payment (do not send cash)
do not staple or damage form
• Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD. 4516 07** **** 7238

JIM WALL 4516 07** **** 0434

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$3,110.99

4516 07** **** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$3,110.99
		SUBTOTAL OF MONTHLY ACTIVITY	-\$3,110.99

4516 07** **** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 28	NOV 01	STANFORD INN & SUITES GR GRAND-PAIRIEAB	\$105.39
OCT 29	NOV 01	STANFORD INN & SUITES GR GRAND-PAIRIEAB	\$97.54
NOV 04	NOV 08	STANFORD INN & SUITES GR GRAND-PAIRIEAB	\$111.00
NOV 05	NOV 08	STANFORD INN & SUITES GR GRAND-PAIRIEAB	\$111.00
NOV 08	NOV 10	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$195.00
NOV 08	NOV 10	MYALBERTA FINE PAYMENT EDMONTON AB	\$486.00
NOV 18	NOV 22	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$159.00
NOV 18	NOV 22	STANFORD INN & SUITES GR GRAND-PAIRIEAB	\$111.00
NOV 20	NOV 22	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$89.00
NOV 20	NOV 22	STANFORD INN & SUITES GR GRAND-PAIRIEAB	\$222.00
NOV 21	NOV 23	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$80.00
NOV 22	NOV 24	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$80.00
NOV 23	NOV 25	PROV PERMIT CTR DAWSON CRDAWSON CREEK BC	\$30.00
NOV 24	NOV 25	ANYTIME TOWING AND RECOVERCAMROSE AB	\$756.00
NOV 24	NOV 25	CAMROSE AUTOWRECKERS CAMROSE AB	\$756.00
NOV 24	NOV 25	CAMROSE AUTOWRECKERS CAMROSE AB	-\$756.00
NOV 26	NOV 29	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$169.00
NOV 27	NOV 29	STANFORD INN & SUITES GR GRAND-PAIRIEAB	\$111.00
		SUBTOTAL OF MONTHLY ACTIVITY	\$2,912.93

NEW BALANCE

\$2,912.93

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	47,003
Points earned this statement	2,913
New points balance	49,916

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$8,000.00
Available credit	\$5,087.07
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$3,110.99
Payments & credits	-\$3,866.99
Purchases & debits	\$3,668.93
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$2,912.93

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$2,912.93

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
DEC 16, 2021

AMOUNT PAID
\$

RBC0150020_1020837_009-33552

07851

A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2



RBC® Avion® Visa⁺ Business

4516 07** **** 7238 / 4516 07** **** 0434

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- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511

Attach form and return with payment (do not send cash)
- do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$2,786.28

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	36,959
Points earned this statement	250
New points balance	37,209

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$12,000.00
Available credit	\$11,750.36
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$2,786.28
Payments & credits	-\$2,786.28
Purchases & debits	\$249.64
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$249.64

4516 07** ***** 7204

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$2,786.28
		SUBTOTAL OF MONTHLY ACTIVITY	-\$2,786.28

4516 07** ***** 9091

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 31	NOV 01	1ST CHOICE TRUCK/CAR W WHITECOURT AB	\$22.00
OCT 31	NOV 01	CDN TIRE STORE #00695 WHITECOURT AB	\$63.57
NOV 06	NOV 08	STAPLES STORE #280 F/SASKATCHEWAAB	\$1.46
NOV 06	NOV 08	STAPLES STORE #280 F/SASKATCHEWAAB	\$1.95
NOV 11	NOV 15	THE HOME DEPOT #7222 FORT SASKATCHEWAAB	\$147.48
NOV 18	NOV 19	TIM HORTONS #7549 FORT SASKATCHEWAAB	\$10.58
NOV 28	NOV 29	STAPLES STORE #280 F/SASKATCHEWAAB	\$2.60
		SUBTOTAL OF MONTHLY ACTIVITY	\$249.64

NEW BALANCE \$249.64

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$249.64	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$249.64

MINIMUM PAYMENT
\$10.00

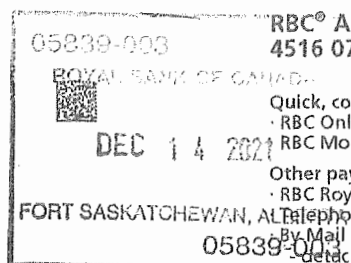
PAYMENT DUE DATE
DEC 16, 2021

AMOUNT PAID
\$

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00641

A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2



RBC® Avion® Visa⁺ Business
4516 07** ***** 7204 / 4516 07** ***** 9091

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Other payment options include:
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· Telephone Banking 1-800-769-2511

By Mail
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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7154

BERNIE REED 4516 07** **** 7312

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$1,795.07

4516 07** **** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$1,795.07
		SUBTOTAL OF MONTHLY ACTIVITY	-\$1,795.07

4516 07** **** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 27	OCT 28	MERX /INTERNET LONGUEUIL QC	\$52.50
NOV 01	NOV 02	MERX /INTERNET LONGUEUIL QC	\$52.50
NOV 02	NOV 03	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
NOV 03	NOV 05	LAKEVIEW INN & SUITES FORT NELSON BC	\$300.58
NOV 03	NOV 04	EASYDNS.COM ETOBICOKE ON	\$9.45
NOV 16	NOV 17	STAPLES STORE #280 F/SASKATCHEWAAB	\$87.12
NOV 16	NOV 17	GLOBALSTAR MISSISSAUGA ON	\$210.99
NOV 18	NOV 19	MSFT * E0100GINOZ MISSISSAUGA ON	\$369.60
NOV 19	NOV 22	XPLORNET MARKHAM ON	\$104.99
NOV 22	NOV 23	XPLORNET MARKHAM ON	\$104.99
NOV 23	NOV 25	DAYS INN SASKATOON SASKATOON SK	\$236.56
NOV 23	NOV 26	SUPER 8 MOTELS 306-7898833 SK	\$113.19
NOV 23	NOV 26	SUPER 8 MOTELS 306-7898833 SK	\$113.19
NOV 26	NOV 29	SOUTHPORT CAR WASH FORT SASKATCHAB	\$14.00
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,811.66
		NEW BALANCE	\$1,811.66

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	338,000
Points earned this statement	1,812
Points from supplementary accounts	42,622
New points balance	382,434

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$150,000.00
Available credit	\$148,188.34
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,795.07
Payments & credits	-\$1,795.07
Purchases & debits	\$1,811.66
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$1,811.66

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,811.66

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
DEC 16, 2021

AMOUNT PAID
\$

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07849

A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business
4516 07** **** 7154 / 4516 07** **** 7312

ROYAL BANK OF CANADA

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• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
• RBC Royal Bank ATM
• Telephone Banking 1-800-769-2511

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DEC 14 2021
FORT SASKATCHEWAN, AB
05839-003

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 5164

CORY HANCAR 4516 07** **** 7636

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$135.98

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	978
Points adjusted this statement	(978)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$8,000.00
Available credit	\$7,022.15
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$135.98
Payments & credits	-\$135.98
Purchases & debits	\$977.85
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$977.85

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$135.98
		SUBTOTAL OF MONTHLY ACTIVITY	-\$135.98

4516 07** **** 7636

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 27	OCT 29	MCDONALD'S #25029 DRAYTON VALLEAB	\$16.79
OCT 29	NOV 01	DRAYTON'S PRIDE CAR & TRUDRAYTON VALLEAB	\$32.81
NOV 04	NOV 04	FOX CREEK HOME HARDWARE BFOX CREEK AB	\$165.84
NOV 08	NOV 09	GRIMSHAW TRUCKING SLAVE LAKE AB	\$762.41
		SUBTOTAL OF MONTHLY ACTIVITY	\$977.85

NEW BALANCE

\$977.85

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$977.85	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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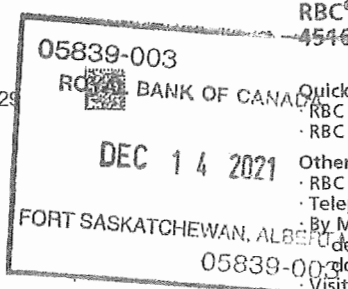


RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE \$977.85	MINIMUM PAYMENT \$10.00	PAYMENT DUE DATE DEC 16, 2021	AMOUNT PAID \$
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A-1 QUALITY BELTING LTD.
CORY HANCAR
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2



RBC® Avion® Visa[®] Business

4516 07** **** 5164 / 4516 07** **** 7636

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- RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail

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RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$38,019.94

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	328,830
Points earned this statement	89,125
New points balance	417,955

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$120,000.00
Available credit	\$30,875.86
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$38,019.94
Payments & credits	-\$38,019.94
Purchases & debits	\$89,124.14
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$89,124.14

4516 07** ***** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$38,019.94
		SUBTOTAL OF MONTHLY ACTIVITY	-\$38,019.94

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 27	OCT 28	CANADIAN DEWATERING LP EDMONTON AB	\$25,204.96
OCT 27	OCT 28	THE KANATA BY BCMINNS FORT SASKATCHEWAN	\$107.91
OCT 28	OCT 29	DIRECT ENERGY REGULATED EDMONTON AB	\$418.90
OCT 28	NOV 01	WOODLANDS INN SUITES FORT NELSON BC	\$134.47
OCT 28	NOV 01	BOSTON PIZZA # 092 FORT NELSON BC	\$236.90
OCT 29	NOV 01	DIRECT ENERGY REGULATED EDMONTON AB	\$119.61
OCT 29	NOV 01	NORTHERN METALIC SALES FORT NELSON BC	\$748.16
OCT 29	NOV 01	TIM HORTONS #4993 FORT NELSON BC	\$47.70
OCT 29	NOV 01	FORT NELSON HOTEL FORT NELSON BC	\$25.90
OCT 29	NOV 01	HUSKY HYTHE 4061 HYTHE AB	\$130.76
OCT 30	NOV 01	TELUS MOBILITY PREAUTH 403-5303586 AB	\$4,434.09
OCT 31	NOV 01	KEEPTUCKIN ELD&FLEET 855-434-3564 BC	\$520.00
OCT 31	NOV 01	SHELL C22439 FORT SASKATCHEWAN	\$28.89
NOV 02	NOV 04	ARCTEC ALLOYS CALGARY AB	\$1,051.68
NOV 02	NOV 03	MERX /INTERNET LONGUEUIL QC	\$30.45
NOV 02	NOV 03	MERX /INTERNET LONGUEUIL QC	\$34.20
NOV 03	NOV 04	REDWATER REGISTERIES REDWATER AB	\$84.00
NOV 03	NOV 08	MICROTEL INNS AND SUITES 250-7943100 BC	\$150.60
NOV 03	NOV 04	ALBERTA CONSTRUCTION SAFEEDMONTON AB	\$78.75
NOV 03	NOV 04	QUALITY INN WHITECOURT WHITECOURT AB	\$123.97
NOV 04	NOV 04	SHELL C22439 FORT SASKATCHEWAN	\$50.00
NOV 06	NOV 09	MICROTEL INNS AND SUITES 250-7943100 BC	\$150.60
NOV 06	NOV 08	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$303.26
NOV 08	NOV 10	REVENUE SERVICES BC VICTORIA BC	\$848.00
NOV 08	NOV 10	SOUTH FORT CHEVROLET LTD FORT SASKATCHEWAN	\$249.65
NOV 09	NOV 10	ROSENAU TRANSPORT LTD EDMONTON AB	\$133.90

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$89,124.14

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
DEC 16, 2021

AMOUNT PAID
\$

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07848

A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business
4516 07** ***** 7147 / 4516 07** ***** 0270

ROYAL BANK OF CANADA

DEC 14 2021

05839-003

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- Telephone Banking 1-800-769-2511
- By Mail

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** **** 5550

DEREK MARTIN 4516 07** **** 5568

STATEMENT FROM OCT 28 TO NOV 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$42,514.01

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	19,426
Points adjusted this statement	(19,426)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	DEC 16, 2021
Credit limit	\$50,000.00
Available credit	\$30,574.02
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$42,514.01
Payments & credits	-\$46,714.01
Purchases & debits	\$23,625.98
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$19,425.98

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 04	NOV 04	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$42,514.01
		SUBTOTAL OF MONTHLY ACTIVITY	-\$42,514.01

4516 07** **** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
OCT 27	OCT 29	EDMONTON GEAR CENTRE L EDMONTON AB	\$4,200.00
OCT 27	OCT 29	SOUTH FORT CHEVROLET LTD FORT SASKATCHEWAN	\$173.95
NOV 01	NOV 02	NORTHERN METALIC SALES FORT NELSON BC	\$397.82
NOV 01	NOV 02	COOPER BROS AUTO ELECT EDMONTON AB	\$551.25
NOV 01	NOV 02	SKINNER BROS. TRANSPOR FORT NELSON BC	\$518.65
NOV 02	NOV 03	FIRST CHOICE ELECTRIC SUPGRANDE PRAIRIAB	\$861.21
NOV 03	NOV 04	CRYSTAL GLASS CDA LTD 205FT SASK AB	\$496.13
NOV 03	NOV 04	NORTHERN METALIC SALES FORT NELSON BC	\$306.02
NOV 03	NOV 04	SKINNER BROS. TRANSPOR FORT NELSON BC	\$440.60
NOV 03	NOV 05	THE HOME DEPOT #7222 FORT SASKATCHEWAN	\$2,408.95
NOV 04	NOV 05	KRISTIAN ELECTRIC LTD EDMONTON AB	\$115.71
NOV 04	NOV 08	WESMAT SUPPLIES LTD EDMONTON AB	\$479.59
NOV 05	NOV 08	CRYSTAL GLASS CDA LTD 205FT SASK AB	\$298.10
NOV 05	NOV 08	EXPERT MOBILE COMMUNICATIGRANDE PRAIRIAB	\$203.79
NOV 05	NOV 08	INLAND KENWORTH FORT ST. FORT ST. JOHN BC	\$1,130.72
NOV 05	NOV 05	CLOVERDALE PAINT #50 EDMONTON AB	\$5,620.81
NOV 08	NOV 10	BC BEARING AB52 211SM90GRANDE PRAIRIAB	\$1,875.01
NOV 08	NOV 09	STAPLES.CA MISSISSAUGA ON	\$368.41
NOV 08	NOV 09	NORTHERN METALIC SALES FORT NELSON BC	\$488.78
NOV 09	NOV 10	NORTHERN METALIC SALES FORT NELSON BC	\$380.76
NOV 10	NOV 12	THE HOME DEPOT #7222 FORT SASKATCHEWAN	\$574.35
NOV 12	NOV 15	ROSENAU TRANSPORT LTD EDMONTON AB	\$132.92
NOV 15	NOV 16	NORTHERN METALIC SALES FORT NELSON BC	\$373.13
NOV 15	NOV 16	SKINNER BROS. TRANSPOR FORT NELSON BC	\$121.79
NOV 15	NOV 16	FGP50206.FAS GAS REDWA REDWATER AB	\$53.99
NOV 15	NOV 16	SQ "RENE'S VACUUM SERVICE"STURGEON COUNAB	\$272.50

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$19,425.98

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
DEC 16, 2021

AMOUNT PAID
\$

RBC0150020_1020837_010-40826

A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business
4516 07** **** 5550 / 4516 07** **** 5568

05839-003
ROYAL BANK OF CANADA
DEC 14 2021
FORT SASKATCHEWAN, ALBERTA
05839-003

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Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE

\$249.64

4516 07** ***** 7204

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$249.64
		SUBTOTAL OF MONTHLY ACTIVITY	-\$249.64

4516 07** ***** 9091

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 05	DEC 07	THE HOME DEPOT #7222 FORT SASKATCHAB	\$203.70
DEC 07	DEC 09	THE HOME DEPOT #7222 FORT SASKATCHAB	\$52.20
DEC 16	DEC 17	PETROCAN-8775 84TH ST FORT SASKATCHAB	\$87.07
DEC 17	DEC 21	SOUTH FORT CHEVROLET LTD FORT SASKATCHAB	\$286.22
DEC 23	DEC 29	LUBE CITY #10 FORT SASKATCHAB	\$60.88
DEC 23	DEC 23	BUBBLES CAR WASH & DETAILSHERWOOD PARKAB	\$419.95
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,110.02

NEW BALANCE

\$1,110.02

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$1,110.02	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	37,209
Points earned this statement	1,111
New points balance	38,320

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$12,000.00
Available credit	\$10,889.98
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$249.64
Payments & credits	-\$249.64
Purchases & debits	\$1,110.02
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$1,110.02

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4015, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,110.02

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa[†] Business

4516 07** ***** 7204 / 4516 07** ***** 9091

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08423



A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:
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· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
- detach form and return with payment (do not send cash)
- do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7154

BERNIE REED 4516 07** **** 7312

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE \$1,811.66

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	382,434
Points earned this statement	1,246
Points from supplementary accounts	20,404
New points balance	404,084

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$150,000.00
Available credit	\$148,754.22
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,811.66
Payments & credits	-\$1,811.66
Purchases & debits	\$1,245.78
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$1,245.78

4516 07** **** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$1,811.66
		SUBTOTAL OF MONTHLY ACTIVITY	-\$1,811.66

4516 07** **** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 29	NOV 30	TIM HORTONS #3669 FORT SASKATCHAB	\$95.00
DEC 01	DEC 01	SHELL C22595 LETHBRIDGE AB	\$116.81
DEC 03	DEC 06	EASYDNS.COM ETOBICOKE ON	\$9.45
DEC 04	DEC 06	SOUTHFORT CAR WASH FORT SASKATCHAB	\$20.00
DEC 06	DEC 08	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
DEC 15	DEC 15	JIFFY LUBE FORT SASKATCHAB	\$171.95
DEC 17	DEC 20	GLOBALSTAR MISSISSAUGA ON	\$210.99
DEC 18	DEC 20	MSFT * E0100GV411 MISSISSAUGA ON	\$369.60
DEC 19	DEC 20	XPLORNET MARKHAM ON	\$104.99
DEC 22	DEC 23	XPLORNET MARKHAM ON	\$104.99
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,245.78

NEW BALANCE \$1,245.78

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$1,245.78	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,245.78

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** **** 7154 / 4516 07** **** 7312

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08422



A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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RBC Online Banking at www.rbcroyalbank.com/online
RBC Mobile app - text "RBC" to 727222 to download

Other payment options include:

RBC Royal Bank ATM
Telephone Banking 1-800-769-2511
By Mail

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- do not staple or damage form
Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 7238

JIM WALL 4516 07** ***** 0434

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE \$2,912.93

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	49,916
Points earned this statement	1,898
New points balance	51,814

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$8,000.00
Available credit	\$6,102.20
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$2,912.93
Payments & credits	-\$2,912.93
Purchases & debits	\$1,897.80
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$1,897.80

4516 07** ***** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$2,912.93
		SUBTOTAL OF MONTHLY ACTIVITY	-\$2,912.93

4516 07** ***** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 28	NOV 30	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$55.00
NOV 28	NOV 30	STANFORD INN & SUITES GR GRAND-PRAIRIE AB	\$105.39
DEC 02	DEC 06	AB TRANSPORTATION EDMONTON AB	\$15.00
DEC 02	DEC 06	AB TRANSPORTATION EDMONTON AB	\$187.50
DEC 10	DEC 13	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$247.00
DEC 10	DEC 13	STANFORD INN & SUITES GR GRAND-PRAIRIE AB	\$111.00
DEC 11	DEC 13	STANFORD INN & SUITES GR GRAND-PRAIRIE AB	\$111.00
DEC 15	DEC 17	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$15.00
DEC 16	DEC 20	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$360.00
DEC 16	DEC 17	YG WEIGH STATION WATSON LWATSON LAKE YT	\$30.64
DEC 17	DEC 20	BIG HORN HOTEL AND TAVERN WATSON LAKE YT	\$153.30
DEC 17	DEC 20	YUKON MOTEL & RESTAURANT TESLIN YT	\$100.00
DEC 18	DEC 20	YG WEIGH STATION WATSON LWATSON LAKE YT	\$180.97
DEC 20	DEC 22	STANFORD INN & SUITES GR GRAND-PRAIRIE AB	\$111.00
DEC 22	DEC 24	AB FINANCE - IFTA EDMONTON AB	\$115.00
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,897.80

NEW BALANCE \$1,897.80

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,897.80

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa® Business
4516 07** ***** 7238 / 4516 07** ***** 0434

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18587



A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
PORT SASKATCHEWAN AB T8L 0H2

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- RBC Mobile app - text "RBC" to 722722 to download

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- Telephone Banking 1-800-769-2511
- By Mail
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 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7162

CORY REED 4516 07** **** 9034

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$5,749.06

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	79,497
Points earned this statement	5,534
New points balance	85,031

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$40,000.00
Available credit	\$34,466.24
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$5,749.06
Payments & credits	-\$5,749.06
Purchases & debits	\$5,533.76
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$5,533.76

4516 07** **** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$5,749.06
		SUBTOTAL OF MONTHLY ACTIVITY	-\$5,749.06

4516 07** **** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 29	NOV 30	PETRON COMMUNICATIONS LTD FORT ST. JOHN BC	\$56.00
DEC 02	DEC 03	GUILLEVIN INTERNATIONAL #FT. ST. JOHN BC	\$1,635.85
DEC 03	DEC 06	MOBIL 1 LUBE EXPRESS FORT ST. JOHN BC	\$346.05
DEC 04	DEC 06	RONA FORT ST JOHN 084 FORT ST JOHN BC	\$77.06
DEC 04	DEC 06	NORTHERN METALIC SALES LTD DAWSON CREEK BC	\$461.12
DEC 04	DEC 06	NORTHERN METALIC SALES LTD DAWSON CREEK BC	\$10.20
DEC 05	DEC 06	CDN TIRE STORE #00363 FORT ST JOHN BC	\$103.00
DEC 05	DEC 06	CDN TIRE STORE #00363 FORT ST JOHN BC	\$145.59
DEC 06	DEC 07	CDN TIRE STORE #00363 FORT ST JOHN BC	\$37.27
DEC 07	DEC 09	NORTHERN SPRING BRAKE FORT SAINT JOHN BC	\$434.20
DEC 08	DEC 10	MOBIL 1 LUBE EXPRESS FORT ST. JOHN BC	\$72.79
DEC 10	DEC 13	BCRSP MISSISSAUGA ON	\$262.50
DEC 10	DEC 13	MOTION IND BC 46 2121 YCK FORT ST JOHN BC	\$1,429.63
DEC 11	DEC 13	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$225.00
DEC 14	DEC 15	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$237.50
		SUBTOTAL OF MONTHLY ACTIVITY	\$5,533.76
		NEW BALANCE	\$5,533.76

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$5,533.76

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

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18586



A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business

4516 07** **** 7162 / 4516 07** **** 9034

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• RBC Mobile app - text "RBC" to 722722 to download

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- Telephone Banking 1-800-769-2511
- By Mail
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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** **** 5164

CORY HANCAR 4516 07** **** 7636

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE \$977.85

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	1,481
Points adjusted this statement	(1,481)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$8,000.00
Available credit	\$6,519.39
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$977.85
Payments & credits	-\$977.85
Purchases & debits	\$1,480.61
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$1,480.61

4516 07** **** 5164

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$977.85
SUBTOTAL OF MONTHLY ACTIVITY			-\$977.85

4516 07** **** 7636

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 30	DEC 02	COMFORT INN AND SUITES FOX CREEK AB	\$140.61
NOV 30	DEC 02	COMFORT INN AND SUITES FOX CREEK AB	\$140.61
NOV 30	DEC 02	COMFORT INN AND SUITES FOX CREEK AB	\$140.61
DEC 06	DEC 07	PEAVEY MART #040 CAMROSE AB	\$89.82
DEC 07	DEC 08	HAUSER HOME HRDWRE CAMROSE AB	\$49.85
DEC 09	DEC 10	PEAVEY MART #040 CAMROSE AB	\$629.99
DEC 15	DEC 20	RAMADA INNS 780-6725220 AB	\$135.39
DEC 17	DEC 20	MCDONALD'S #6004 CAMROSE AB	\$49.39
DEC 18	DEC 20	A-1 SUPPLY CAMROSE AB	\$25.81
DEC 21	DEC 22	MCDONALD'S #6004 CAMROSE AB	\$78.53
SUBTOTAL OF MONTHLY ACTIVITY			\$1,480.61

NEW BALANCE \$1,480.61

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$1,480.61	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4015, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,480.61

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa® Business
4516 07** **** 5164 / 4516 07** **** 7636

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RBC Mobile app - text "RBC" to 727272 to download

Other payment options include:
RBC Royal Bank ATM
Telephone Banking 1-800-769-2511
By Mail

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A-1 QUALITY BELTING LTD.
CORY HANCAR
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 5550

DEREK MARTIN 4516 07** ***** 5568

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE \$19,425.98

4516 07** ***** 5550

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - A. RCI	-\$19,425.98
		SUBTOTAL OF MONTHLY ACTIVITY	-\$19,425.98

4516 07** ***** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 29	NOV 30	SHAW'S ENTERPRISES LTD. GRANDE PRAIRIE AB	\$1,132.17
DEC 01	DEC 03	THE HOME DEPOT #7222 FORT SASKATCHEWAN	\$557.93
DEC 02	DEC 03	RUSSEL METALS INC GRANDE PRAIRIE AB	\$1,421.75
DEC 06	DEC 08	C4 MECHANICAL GRANDE PRAIRIE AB	\$589.68
DEC 08	DEC 10	BC BEARING AB52 2121 CGT GRANDE PRAIRIE AB	\$1,500.07
DEC 08	DEC 09	GEAR-O-RAMA SUPPLY CHETWYCHETWYND BC	\$281.34
DEC 09	DEC 10	WEST EDMONTON RADIATOR 780-4558844 AB	\$1,197.00
DEC 09	DEC 10	SO *RENE'S VACUUM SERVICE STURGEON COUNAB	\$272.50
DEC 10	DEC 13	NORTHERN METALIC SALES FORT NELSON BC	\$343.53
DEC 10	DEC 13	GRAND PRAIRIE WHEATON CHEGRAND-PRAIRIE AB	\$290.28
DEC 13	DEC 15	TONYS MOBILE RADIATOR DAWSON CREEK BC	\$509.25
DEC 13	DEC 14	CRYSTAL GLASS CDA LTD 205FT SASK AB	\$825.55
DEC 13	DEC 14	WEST EDMONTON RADIATOR 780-4558844 AB	\$1,034.25
DEC 14	DEC 15	GEAR-O-RAMA SUPPLY CHETWYCHETWYND BC	\$655.47
DEC 14	DEC 15	BRADVIN HD INC CLAIRMONT AB	\$288.23
DEC 15	DEC 16	NORTHERN METALIC SALES GRANDE PRAIRIE AB	\$54.25
DEC 15	DEC 17	ICBC #86329 DAWSON CREEK BC	\$65.00
DEC 15	DEC 17	ICBC #86329 DAWSON CREEK BC	\$65.00
DEC 15	DEC 20	MICROTEL INNS AND SUITES 250-7943100 BC	\$160.20
DEC 16	DEC 20	EDMONTON GEAR CENTRE L EDMONTON AB	\$9,972.38
DEC 16	DEC 16	YG TERRITORIAL AGENT WATSWATSON LAKE YT	\$2,344.00

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	26,295
Points adjusted this statement	(26,295)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$50,000.00
Available credit	\$23,705.43
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$19,425.98
Payments & credits	-\$19,425.98
Purchases & debits	\$26,294.57
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$26,294.57

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$26,294.57

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

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14757



A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa® Business

4516 07** ***** 5550 / 4516 07** ***** 5568

Quick, convenient and secure ways to pay your credit card bill:
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· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7212

STEVE WADE 4516 07** **** 9125

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 1

PREVIOUS STATEMENT BALANCE \$3,438.27

4516 07** **** 7212

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$3,438.27
		SUBTOTAL OF MONTHLY ACTIVITY	-\$3,438.27

4516 07** **** 9125

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 11	DEC 13	PETROCAN-11724 ALASKA AVE FORT ST. JOHN BC	\$164.43
		SUBTOTAL OF MONTHLY ACTIVITY	\$164.43

NEW BALANCE \$164.43

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$164.43	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balance shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	12,009
Points earned this statement	165
New points balance	12,174

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$40,000.00
Available credit	\$39,835.57
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$3,438.27
Payments & credits	-\$3,438.27
Purchases & debits	\$164.43
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$164.43

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$164.43

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** **** 7212 / 4516 07** **** 9125

RBC0150020_1638932_013-75831

08424



A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

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- By Mail

- detach form and return with payment (do not send cash)
- do not staple or damage form
- Visit an RBC Royal Bank branch

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Royal Bank

RBC® Avion® Visa® Business

A-1, QUALITY BELTING LTD 4516 07** **** 7147

DAVID HOWELLS 4516 07** **** 0270

STATEMENT FROM NOV 30 TO DEC 29, 2021

1 OF 2

PREVIOUS STATEMENT BALANCE

\$89,124.14

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	417,955
Points earned this statement	38,119
New points balance	456,074

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	JAN 17, 2022
Credit limit	\$120,000.00
Available credit	\$81,852.85
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$89,124.14
Payments & credits	-\$89,720.21
Purchases & debits	\$38,714.22
Cash advances	\$0.00
Interest	\$0.00
Fees	\$29.00

NEW BALANCE

\$38,147.15

4516 07** **** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 13	DEC 13	OVERLIMIT FEE	\$29.00
DEC 14	DEC 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$89,124.14
		SUBTOTAL OF MONTHLY ACTIVITY	-\$89,095.14

4516 07** **** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
NOV 29	DEC 01	PETROCAN-8775 84TH ST FORT SASKATCHEWAB	\$112.36
NOV 30	DEC 01	SO. THE TRAFFIC TICKET GUGRANDE PRAIRIAB	\$400.00
DEC 01	DEC 03	MYALBERTA FINE PAYMENT EDMONTON AB	\$126.00
DEC 01	DEC 01	KEEPTRUCKIN ELD&FLEET 855-434-3564 BC	\$520.00
DEC 01	DEC 02	MERX /INTERNET LONGUEUIL QC	\$84.00
DEC 01	DEC 02	WELDRGRIND LTD. EDMONTON AB	\$3,699.49
DEC 02	DEC 03	CANADIAN DEWATERING LP EDMONTON AB	\$548.43
DEC 02	DEC 03	TOMAHAWK TEMPO TOMAHAWK AB	\$106.34
DEC 03	DEC 06	AB TRANSPORTATION EDMONTON AB	\$22,962.50
DEC 05	DEC 07	SOUTHRIDGE LANDING FORT SASKATCHEWAB	\$70.33
DEC 07	DEC 08	STAPLES.CA MISSISSAUGA ON	-\$25.24
DEC 07	DEC 08	STAPLES.CA MISSISSAUGA ON	-\$22.40
DEC 08	DEC 10	TELUS ACCOUNT PAYMENT CALGARY AB	\$779.76
DEC 09	DEC 15	WOODLANDS INN SUITES FORT NELSON BC	\$537.88
DEC 09	DEC 15	WOODLANDS INN SUITES FORT NELSON BC	\$537.88
DEC 09	DEC 13	WM CANADA WATERLOO ON	\$1,292.95
DEC 09	DEC 13	WM CANADA WATERLOO ON	\$783.96
DEC 10	DEC 13	UBREAKIFIX EDMONTON AB	\$527.08
DEC 10	DEC 13	DIRECT ENERGY REGULATED EDMONTON AB	\$388.07
DEC 10	DEC 13	PACIFIC CUSTOMS BROKER SURREY BC	\$117.23
DEC 10	DEC 10	ALBERTA WELDING SUPPLIES EDMONTON AB	\$1,259.91
DEC 12	DEC 13	MICROSOFT MICROSOFT 365 FMISSISSAUGA ON	\$114.45
DEC 14	DEC 15	FEDEX *82808332 T1800 46333390N	\$13.13
DEC 14	DEC 15	ALSCO CANADA CORP. 790-454-9641 AB	\$1,937.89
DEC 15	DEC 16	SHELL C22439 FORT SASKATCHEWAB	\$45.75

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$38,147.15

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
JAN 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** **** 7147 / 4516 07** **** 0270

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18585



A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:
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- RBC Mobile app - text "RBC" to 727222 to download

Other payment options include:
- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
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Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 5550

DEREK MARTIN 4516 07** **** 5568

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 2

PREVIOUS STATEMENT BALANCE

\$26,294.57

4516 07** **** 5550

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$26,294.57
		SUBTOTAL OF MONTHLY ACTIVITY	-\$26,294.57

4516 07** **** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 06	JAN 07	CRYSTAL GLASS CDA LTD 205FT SASK AB	\$245.10
JAN 06	JAN 07	SQ *RENE'S VACUUM SERVICESTURGEON COUNAB	\$273.00
JAN 07	JAN 07	YG TERRITORIAL AGENT WATSWATSON LAKE YT	\$3,094.00
JAN 11	JAN 13	SOUTH FORT CHEVROLET LTD FORT SASKATCHAB	\$382.61
JAN 11	JAN 12	UNITED RENTALS 8005 FORT SASKATCHAB	\$357.00
JAN 11	JAN 12	XTREME WEAR PARTS INC EDMONTON AB	\$2,404.45
JAN 12	JAN 13	EECOL ELECTRIC EDMONTON AB	\$129.44
JAN 14	JAN 17	SHERWOOD BUICK GMC SHERWOOD PARKAB	\$68.20
JAN 19	JAN 20	SQ *RENE'S VACUUM SERVICESTURGEON COUNAB	\$273.00
JAN 19	JAN 19	TIRECRAFT FORT SASKATCHEW FORT SASKATCHAB	\$1,475.81
JAN 21	JAN 24	YG WEIGH STATION WATSON LWATSON LAKE YT	\$159.99
JAN 22	JAN 24	KAL-TIRE #699 WHITEHORSE YT	\$2,924.33
JAN 22	JAN 24	INLAND KENWORTH WHITEHORSE WHITEHORSE YT	\$686.68
JAN 22	JAN 24	INLAND KENWORTH WHITEHORSE WHITEHORSE YT	\$744.02
JAN 22	JAN 24	INLAND KENWORTH WHITEHORSE WHITEHORSE YT	\$763.04
JAN 23	JAN 24	YG WEIGH STATION WHITEHORSE WHITEHORSE YT	\$29.76
JAN 24	JAN 26	TIRECRAFT FORT NELSON FORT NELSON BC	\$2,492.11
JAN 25	JAN 27	INLAND KENWORTH WHITEHORSE WHITEHORSE YT	\$15.37
		SUBTOTAL OF MONTHLY ACTIVITY	\$16,517.91

NEW BALANCE

\$16,517.91

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	16,518
Points adjusted this statement	(16,518)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	FEB 14, 2022
Credit limit	\$50,000.00
Available credit	\$33,482.09
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$26,294.57
Payments & credits	-\$26,294.57
Purchases & debits	\$16,517.91
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$16,517.91

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$16,517.91

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
FEB 14, 2022

AMOUNT PAID
\$

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09909

A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2



RBC® Avion® Visa[†] Business
4516 07** **** 5550 / 4516 07** **** 5568

Other convenient and secure ways to pay your credit card bill:
• RBC Online Banking at www.rbcroyalbank.com/online
• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
• RBC Royal Bank ATM
• Telephone Banking 1-800-769-2511

By Mail
• Attach form and return with payment (do not send cash)
• Do not staple or damage form
• Visit an RBC Royal Bank branch



Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 5164

CORY HANCAR 4516 07** **** 7636

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 1

PREVIOUS STATEMENT BALANCE

\$1,480.61

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	242
Points adjusted this statement	(242)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	FEB 14, 2022
Credit limit	\$8,000.00
Available credit	\$7,758.55
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,480.61
Payments & credits	-\$1,480.61
Purchases & debits	\$241.45
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00
NEW BALANCE	\$241.45

4516 07** **** 5164

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$1,480.61
SUBTOTAL OF MONTHLY ACTIVITY			-\$1,480.61

4516 07** **** 7636

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 13	JAN 14	CDN TIRE STORE #00322 FORT SASK AB	\$241.45
SUBTOTAL OF MONTHLY ACTIVITY			\$241.45
NEW BALANCE			\$241.45

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$241.45	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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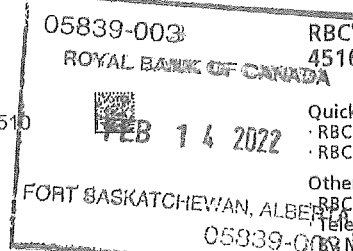
RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE \$241.45	MINIMUM PAYMENT \$10.00	PAYMENT DUE DATE FEB 14, 2022	AMOUNT PAID \$
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A-1 QUALITY BELTING LTD.
CORY HANCAR
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2

04510



RBC® Avion® Visa[†] Business
4516 07** **** 5164 / 4516 07** **** 7636

Quick, convenient and secure ways to pay your credit card bill:
• RBC Online Banking at www.rbcroyalbank.com/online
• RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
• RBC Royal Bank ATM
• Telephone Banking 1-800-769-2511

Detach form and return with payment (do not send cash)
• do not staple or damage form
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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7204

RANDY HANSON 4516 07** ***** 9091

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 1

PREVIOUS STATEMENT BALANCE

\$1,110.02

4516 07** ***** 7204

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$1,110.02
NEW BALANCE			\$0.00

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	38,320
Points earned this statement	0
New points balance	38,320

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$0.00
Payment due date	FEB 14, 2022
Credit limit	\$12,000.00
Available credit	\$12,000.00
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,110.02
Payments & credits	-\$1,110.02
Purchases & debits	\$0.00
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$0.00

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$0.00

MINIMUM PAYMENT
\$0.00

PAYMENT DUE DATE
FEB 14, 2022

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** ***** 7204 / 4516 07** ***** 9091

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02837



A-1 QUALITY BELTING LTD
RANDY HANSON
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD.
FORT SASKATCHEWAN AB T8L 0H2

Quick, convenient and secure ways to pay your credit card bill:
· RBC Online Banking at www.rbcroyalbank.com/online
· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:

- RBC Royal Bank ATM
- Telephone Banking 1-800-769-2511
- By Mail
 - detach form and return with payment (do not send cash)
 - do not staple or damage form
- Visit an RBC Royal Bank branch



Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7154

BERNIE REED 4516 07** **** 7312

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 1

PREVIOUS STATEMENT BALANCE

\$1,245.78

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	404,084
Points earned this statement	801
Points from supplementary accounts	27,776
New points balance	432,661

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	FEB 14, 2022
Credit limit	\$150,000.00
Available credit	\$149,199.98
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,245.78
Payments & credits	-\$1,245.78
Purchases & debits	\$800.02
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00
NEW BALANCE	\$800.02

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$1,245.78
		SUBTOTAL OF MONTHLY ACTIVITY	-\$1,245.78

4516 07** **** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 03	JAN 04	EASYDNS.COM ETOBICOKE ON	\$9.45
JAN 16	JAN 17	GLOBALSTAR MISSISSAUGA ON	\$210.99
JAN 18	JAN 18	MSFT * E0100H7K70 MISSISSAUGA ON	\$369.60
JAN 19	JAN 20	XPLORNET MARKHAM ON	\$104.99
JAN 22	JAN 24	XPLORNET MARKHAM ON	\$104.99
		SUBTOTAL OF MONTHLY ACTIVITY	\$800.02
		NEW BALANCE	\$800.02

4516 07** **** 7312

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$800.02	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE \$800.02	MINIMUM PAYMENT \$10.00	PAYMENT DUE DATE FEB 14, 2022	AMOUNT PAID \$
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A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

RBC® Avion® Visa[®] Business
4516 07** **** 7154 / 4516 07** **** 7312

05839-003
ROYAL BANK OF CANADA
FEB 14 2022
FORT SASKATCHEWAN, ALBERTA
05839-003

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Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7212

STEVE WADE 4516 07** **** 9125

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 1

PREVIOUS STATEMENT BALANCE

\$164.43

4516 07** **** 7212

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$164.43
		SUBTOTAL OF MONTHLY ACTIVITY	-\$164.43

4516 07** **** 9125

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 14	JAN 17	PHOENIX RANGE & GUN SH EDMONTON AB	\$3,425.36
		SUBTOTAL OF MONTHLY ACTIVITY	\$3,425.36

NEW BALANCE

\$3,425.36

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$3,425.36	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	12,174
Points earned this statement	3,426
New points balance	15,600

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	FEB 14, 2022
Credit limit	\$40,000.00
Available credit	\$36,574.64
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$164.43
Payments & credits	-\$164.43
Purchases & debits	\$3,425.36
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$3,425.36

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE \$3,425.36	MINIMUM PAYMENT \$10.00	PAYMENT DUE DATE FEB 14, 2022	AMOUNT PAID \$
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02838

A-1 QUALITY BELTING LTD
STEVE WADE
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2



RBC® Avion® Visa[®] Business

4516 07** **** 7212 / 4516 07** **** 9125

Quick, convenient and secure ways to pay your credit card bill:
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RBC Mobile app - text "RBC" to 722722 to download

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Telephone Banking 1-800-769-2511
By Mail

Detach form and return with payment (do not send cash)
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- Visit an RBC Royal Bank branch



Royal Bank

RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7162

CORY REED 4516 07** **** 9034

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 1

PREVIOUS STATEMENT BALANCE

\$5,533.76

4516 07** **** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	\$5,533.76
		SUBTOTAL OF MONTHLY ACTIVITY	-\$5,533.76

4516 07** **** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 11	JAN 14	MICROTEL INNS AND SUITES 250-7943100 BC	\$141.27
JAN 11	JAN 17	MICROTEL INNS AND SUITES 250-7943100 BC	\$282.54
JAN 12	JAN 17	MICROTEL INNS AND SUITES 250-7943100 BC	\$282.54
JAN 13	JAN 14	GEAR-O-RAMA SUPPLY CHETWYCHETWYND BC	\$34.11
JAN 14	JAN 17	P&J WATER SERVICES (1987) CHARLIE LAKE BC	\$100.00
JAN 14	JAN 17	CDN TIRE STORE #00363 FORT ST JOHN BC	\$403.19
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,243.65

NEW BALANCE

\$1,243.65

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$1,243.65	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	85,031
Points earned this statement	1,244
New points balance	86,275

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	FEB 14, 2022
Credit limit	\$40,000.00
Available credit	\$38,756.35
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$5,533.76
Payments & credits	-\$5,533.76
Purchases & debits	\$1,243.65
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$1,243.65

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE \$1,243.65	MINIMUM PAYMENT \$10.00	PAYMENT DUE DATE FEB 14, 2022	AMOUNT PAID \$
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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

05839-003

ROYAL BANK OF CANADA RBC® Avion® Visa® Business



FEB 14 2022

FORT SASKATCHEWAN, ALBERTA

05839-003

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Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 7238

JIM WALL 4516 07** **** 0434

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 2

PREVIOUS STATEMENT BALANCE

\$1,897.80

4516 07** **** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$1,897.80
		SUBTOTAL OF MONTHLY ACTIVITY	-\$1,897.80

4516 07** **** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 06	JAN 07	REDWATER REGISTERIES REDWATER AB	\$28.00
JAN 07	JAN 10	CDN TIRE STORE #00334 ST ALBERT AB	\$20.99
JAN 10	JAN 12	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$467.00
JAN 12	JAN 12	YG WEIGH STATION WATSON LWATSON LAKE YT	\$155.25
JAN 12	JAN 12	YG WEIGH STATION WATSON LWATSON LAKE YT	\$25.60
JAN 12	JAN 12	YG WEIGH STATION WATSON LWATSON LAKE YT	\$50.60
JAN 12	JAN 12	YG WEIGH STATION WATSON LWATSON LAKE YT	\$153.55
JAN 12	JAN 12	YG WEIGH STATION WATSON LWATSON LAKE YT	\$124.15
JAN 20	JAN 24	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$67.00
JAN 20	JAN 24	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$1,178.00
JAN 21	JAN 24	YG WEIGH STATION WATSON LWATSON LAKE YT	\$91.05
JAN 23	JAN 25	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$117.00
JAN 23	JAN 24	YG WEIGH STATION WATSON LWATSON LAKE YT	\$56.65
JAN 24	JAN 24	YG WEIGH STATION WHITEHORWHITEHORSE YT	\$37.70
JAN 24	JAN 24	YG WEIGH STATION WHITEHORWHITEHORSE YT	\$77.81
JAN 24	JAN 24	YG WEIGH STATION WHITEHORWHITEHORSE YT	\$30.54
JAN 26	JAN 27	YG WEIGH STATION WATSON LWATSON LAKE YT	\$659.93
JAN 27	JAN 27	YG WEIGH STATION WATSON LWATSON LAKE YT	\$106.30
JAN 27	JAN 27	YG WEIGH STATION WHITEHORWHITEHORSE YT	\$25.60
		SUBTOTAL OF MONTHLY ACTIVITY	\$3,472.72

NEW BALANCE

\$3,472.72

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	51,814
Points earned this statement	3,473
New points balance	55,287

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	FEB 14, 2022
Credit limit	\$8,000.00
Available credit	\$4,527.28
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,897.80
Payments & credits	-\$1,897.80
Purchases & debits	\$3,472.72
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE

\$3,472.72

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE	MINIMUM PAYMENT	PAYMENT DUE DATE	AMOUNT PAID
\$3,472.72	\$10.00	FEB 14, 2022	\$

ROYAL BANK OF CANADA

FEB 14 2022

RBC Avion® Visa[†] Business

4516 07** **** 7238 / 4516 07** **** 0434

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A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2

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RBC® Avion® Visa® Business

A-1 QUALITY BELTING LTD 4516 07** **** 7147

DAVID HOWELLS 4516 07** **** 0270

STATEMENT FROM DEC 30, 2021 TO JAN 27, 2022

1 OF 2

PREVIOUS STATEMENT BALANCE

\$38,147.15

4516 07** **** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 17	JAN 17	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$38,147.15
		SUBTOTAL OF MONTHLY ACTIVITY	-\$38,147.15

4516 07** **** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
DEC 30	DEC 31	TELUS MOBILITY PREAUTH 403-5303586 AB	\$2,465.07
DEC 31	DEC 31	KEPTRUCKIN ELD&FLEET 855-434-3564 BC	\$520.00
JAN 01	JAN 04	MERX /INTERNET LONGUEUIL QC	\$84.00
JAN 01	JAN 04	MCSNET 866-3903928 AB	\$529.15
JAN 04	JAN 05	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB	\$42.00
JAN 07	JAN 10	DIRECT ENERGY REGULATED EDMONTON AB	\$537.12
JAN 07	JAN 10	TELUS ACCOUNT PAYMENT CALGARY AB	\$795.67
JAN 10	JAN 13	MICROTEL INNS AND SUITES 250-7943100 BC	\$165.85
JAN 10	JAN 13	MICROTEL INNS AND SUITES 250-7943100 BC	\$165.85
JAN 10	JAN 13	MICROTEL INNS AND SUITES 250-7943100 BC	\$165.85
JAN 11	JAN 13	MYALBERTA FINE PAYMENT EDMONTON AB	\$114.00
JAN 11	JAN 12	SONRAY SERVICE WATSON LAKE YT	\$535.47
JAN 12	JAN 13	ANDREAS HOTEL WATSON LAKE YT	\$472.50
JAN 14	JAN 17	IDEAL SIGNS 2021 LTD REDWATER AB	\$251.96
JAN 14	JAN 17	IDEAL SIGNS 2021 LTD REDWATER AB	\$3,538.67
JAN 15	JAN 17	MICROSOFT * MICROSOFT 365 PMISSISSAUGA ON	\$82.95
JAN 18	JAN 19	VERIZON CANADA CAD TORONTO AB	\$1,129.54
JAN 19	JAN 20	REDWATER REGISTERIES REDWATER AB	\$1,440.00
JAN 19	JAN 20	EXCELTONER CA SAINT-LAURENT QC	\$464.89
JAN 20	JAN 21	REDWATER REGISTERIES REDWATER AB	\$2,526.00
JAN 20	JAN 24	MCSNET ST PAUL AB	\$178.40
JAN 21	JAN 24	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$137.84
JAN 21	JAN 24	SONRAY SERVICE WATSON LAKE YT	\$178.49
JAN 22	JAN 24	CARMACKS HOTEL 629 OPE CARMACKS YT	\$333.90
JAN 22	JAN 24	ANDREAS HOTEL WATSON LAKE YT	\$472.50
JAN 23	JAN 24	SONRAY SERVICE WATSON LAKE YT	\$178.49

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	456,074
Points earned this statement	21,943
New points balance	478,017

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	FEB 14, 2022
Credit limit	\$120,000.00
Available credit	\$98,057.81
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$38,147.15
Payments & credits	-\$38,147.15
Purchases & debits	\$21,942.19
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$21,942.19

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RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$21,942.19

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
FEB 14, 2022

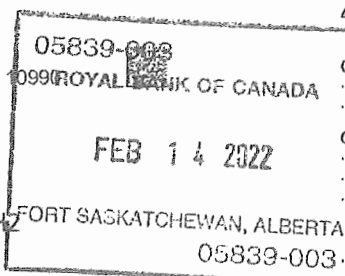
AMOUNT PAID
\$

RBC® Avion® Visa® Business

4516 07** **** 7147 / 4516 07** **** 0270

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A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2



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RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7154

BERNIE REED 4516 07** ***** 7312

STATEMENT FROM JAN 28 TO FEB 28, 2022

1 OF 2

PREVIOUS STATEMENT BALANCE \$800.02

4516 07** ***** 7154

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 14	FEB 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$800.02
		74510402045710583976409	
		SUBTOTAL OF MONTHLY ACTIVITY	-\$800.02

4516 07** ***** 7312

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 03	FEB 04	EASYDNS.COM ETOBICOKE ON	\$9.45
		74083422034000005810594	
FEB 16	FEB 17	GLOBALSTAR MISSISSAUGA ON	\$210.99
		74587272047206499932274	
FEB 16	FEB 17	SALS FAMOUS PIZZA GIBBONS AB	\$52.00
		74514202047004012679158	
FEB 18	FEB 18	MSFT * E0100HKKFF MISSISSAUGA ON	\$369.60
		74099862049000049067435	
FEB 19	FEB 21	XPLORNET MARKHAM ON	\$104.99
		74064492050820188195157	
FEB 22	FEB 23	XPLORNET MARKHAM ON	\$104.99
		74064492053820182223465	
FEB 22	FEB 22	JEFFY LUBE FORT SASKATCHAB	\$171.95
		74064492053820127760548	
		SUBTOTAL OF MONTHLY ACTIVITY	\$1,023.97
		NEW BALANCE	\$1,023.97

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	432,661
Points earned this statement	1,024
Points from supplementary accounts	16,760
New points balance	450,445

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	MAR 17, 2022
Credit limit	\$150,000.00
Available credit	\$148,976.03
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$800.02
Payments & credits	-\$800.02
Purchases & debits	\$1,023.97
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$1,023.97



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$1,023.97

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAR 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 7154 / 4516 07** ***** 7312

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A-1 QUALITY BELTING LTD
BERNIE REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2



Royal Bank

RBC® Avion® Visa⁺ Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 5164

CORY HANCAR 4516 07** ***** 7636

STATEMENT FROM JAN 28 TO FEB 28, 2022

1 OF 2

PREVIOUS STATEMENT BALANCE \$241.45

4516 07** ***** 5164

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 14	FEB 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$241.45
		74510402045710583976409	
		SUBTOTAL OF MONTHLY ACTIVITY	-\$241.45

4516 07** ***** 7636

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 27	JAN 31	THE HOME DEPOT #7222 FORT SASKATCHAB	\$119.66
		74522812028004033306350	
FEB 03	FEB 04	CDN TIRE STORE #00398 CAMROSE AB	\$78.74
		74064492035920113331941	
FEB 04	FEB 07	PAT'S DRIVE LINE SPECI EDMONTON AB	\$2,971.55
		74703412035100301172192	
FEB 04	FEB 07	0296-NAPA FORT SASKATC FORT SASKATCHAB	\$419.60
		74500012035380622984037	
FEB 09	FEB 10	0296-NAPA FORT SASKATC FORT SASKATCHAB	-\$88.64
		74500012040380658635290	
FEB 09	FEB 10	0296-NAPA FORT SASKATC FORT SASKATCHAB	\$35.74
		74500012040380658635308	
FEB 18	FEB 21	SCHWAB CHEVROLET BUICK GML EDUC AB	\$200.10
		74514202049004002244631	
FEB 24	FEB 28	ROCKY MTN EQUIP-EDMONTON EDMONTON AB	\$3,887.55
		74529002055920032623304	
		SUBTOTAL OF MONTHLY ACTIVITY	\$7,624.30
		NEW BALANCE	\$7,624.30

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	7,625
Points adjusted this statement	(7,625)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	MAR 17, 2022
Credit limit	\$8,000.00
Available credit	\$375.70
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$241.45
Payments & credits	-\$330.09
Purchases & debits	\$7,712.94
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$7,624.30



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$7,624.30

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAR 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa⁺ Business

4516 07** ***** 5164 / 4516 07** ***** 7636

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A-1 QUALITY BELTING LTD.
CORY HANCAR
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2



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RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7162

CORY REED 4516 07** ***** 9034

STATEMENT FROM JAN 28 TO FEB 28, 2022

1 OF 3

PREVIOUS STATEMENT BALANCE \$1,243.65

4516 07** ***** 7162

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 14	FEB 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$1,243.65
		74510402045710583976409	
		SUBTOTAL OF MONTHLY ACTIVITY	-\$1,243.65

4516 07** ***** 9034

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 28	JAN 31	MICROTEL INNS AND SUITES 250-7943100 BC	\$152.55
		74872712030150302841173	
JAN 29	JAN 31	ACCRO AUTO PARTS INC FORT ST JOHN BC	\$34.27
		74529002029920177744108	
FEB 06	FEB 08	WOODLANDS INN SUITES FORT NELSON BC	\$268.94
		74703412039100863366691	
FEB 08	FEB 11	WOODLANDS INN SUITES FORT NELSON BC	\$134.47
		74703412041100452911317	
FEB 08	FEB 11	WOODLANDS INN SUITES FORT NELSON BC	\$134.47
		74703412041100452911333	
FEB 08	FEB 09	GOLD RUSH INN 212 MAIN STWHITEHORSE YT	\$172.20
		74064492040920113797110	
FEB 08	FEB 09	GOLD RUSH INN 212 MAIN STWHITEHORSE YT	\$172.20
		74064492040920113797128	
FEB 08	FEB 09	GOLD RUSH INN 212 MAIN STWHITEHORSE YT	\$172.20
		74064492040920113797144	
FEB 09	FEB 14	WOODLANDS INN SUITES FORT NELSON BC	\$134.47
		74703412042100230375370	
FEB 10	FEB 14	WOODLANDS INN SUITES FORT NELSON BC	\$134.47
		74703412042100230375446	
FEB 12	FEB 16	WOODLANDS INN SUITES FORT NELSON BC	\$1,075.76
		74703412046100316963194	
FEB 12	FEB 14	CDN TIRE STORE #00452 WHITEHORSE YT	\$643.01
		74064492045920114715181	

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	86,275
Points earned this statement	23,433
New points balance	109,708

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	MAR 17, 2022
Credit limit	\$40,000.00
Available credit	\$16,567.46
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$1,243.65
Payments & credits	-\$1,243.65
Purchases & debits	\$23,432.54
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$23,432.54



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$23,432.54

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAR 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa[†] Business

4516 07** ***** 7162 / 4516 07** ***** 9034

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· Visit an RBC Royal Bank branch

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A-1 QUALITY BELTING LTD
CORY REED
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2



Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7162

CORY REED 4516 07** ***** 9034

STATEMENT FROM JAN 28 TO FEB 28, 2022

2 OF 3

4516 07 ***** 9034 (continued)**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 14	FEB 15	MANITOU LIN TRANSPORT INC GORE BAY ON 74064492045820184606643	\$4,733.68
FEB 14	FEB 15	ALL PEACE PETROLEUM GRANDE PRAIRIAB 7406449204582011888305	\$3,547.98
FEB 14	FEB 15	TENAQUIP NIS LIMITED WHITEHORSE YT 74872712045170454240639	\$1,589.27
FEB 14	FEB 18	QUALITY BEARING SUPPLY WHITEHORSE YT 74703412048100026146088	\$1,155.42
FEB 14	FEB 15	PETROCAN-110 GALENA WHITEHORSE YT 74064492046920115609085	\$1,769.12
FEB 15	FEB 17	FINNING E08 WHITEHORSE YT 74529002046920142943602	\$272.87
FEB 15	FEB 16	INTEGRA TIRE WHITEHORSE WHITEHORSE YT 74064492046820198224143	\$179.40
FEB 16	FEB 21	WOODLANDS INN SUITES FORT NELSON BC 74703412049100578036280	\$134.47
FEB 17	FEB 18	MANITOU LIN TRANSPORT INC GORE BAY ON 74064492048820182827719	\$412.25
FEB 17	FEB 18	STAPLES STORE #251 WHITEHORSE NT 74064492048820199796642	\$103.88
FEB 17	FEB 18	INTEGRA TIRE WHITEHORSE WHITEHORSE YT 74064492048820200689307	\$137.90
FEB 17	FEB 18	TENAQUIP NIS LIMITED WHITEHORSE YT 74872712048270480602740	\$43.89
FEB 17	FEB 18	TENAQUIP NIS LIMITED WHITEHORSE YT 74872712048270480602757	\$422.10
FEB 17	FEB 21	GREAT WEST EQUIPMENT WHIWHITEHORSE YT 74872712049170491177576	\$413.40
FEB 17	FEB 21	GREAT WEST EQUIPMENT WHIWHITEHORSE YT 74872712049170491177584	\$1,067.91
FEB 17	FEB 21	YUKON PUMP WHITEHORSE YT 74529002048920148770809	\$1,005.61
FEB 17	FEB 18	CDN TIRE STORE #00452 WHITEHORSE YT 74064492049920113641301	\$412.89
FEB 17	FEB 18	JIFFY LUBE WHITEHORSE YT 74064492049820124075723	\$446.22
FEB 18	FEB 21	PETROCAN-110 GALENA WHITEHORSE YT 74064492050920116407433	\$657.72
FEB 21	FEB 22	TENAQUIP NIS LIMITED WHITEHORSE YT 74872712052170526085723	\$61.36
FEB 21	FEB 22	NORTH 60 PETRO EXPRESS WHITEHORSE YT 74500012052463623093707	\$137.17
FEB 21	FEB 23	YUKON PUMP WHITEHORSE YT 74529002052920077861309	\$466.82
FEB 21	FEB 22	PETROCAN-110 GALENA WHITEHORSE YT 74064492053920114758131	\$1,032.20
SUBTOTAL OF MONTHLY ACTIVITY			\$23,432.54
NEW BALANCE			\$23,432.54



Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM JAN 28 TO FEB 28, 2022

1 OF 4

PREVIOUS STATEMENT BALANCE \$21,942.19

4516 07** ***** 7147

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 14	FEB 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$21,942.19
		74510402045710583976409	
		SUBTOTAL OF MONTHLY ACTIVITY	-\$21,942.19

4516 07** ***** 0270

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 27	JAN 28	FORT NELSON SUPER 8 MOTEL FORT NELSON BC	\$293.01
		74064492027820189472407	
JAN 28	JAN 31	LVM TECH SOLUTIONS INC MISSISSAUGA ON	\$47.20
		74064492028820189145416	
JAN 28	JAN 31	GOLD RUSH INN 212 MAIN ST WHITEHORSE YT	\$207.90
		74064492029920115121892	
JAN 28	JAN 31	DIRECT ENERGY REGULATED EDMONTON AB	\$1,227.61
		74064492029820179137091	
JAN 28	JAN 31	MICROTEL INNS AND SUITES 250-7943100 BC	\$152.55
		74872712030150302841181	
JAN 29	FEB 01	MICROTEL INNS AND SUITES 250-7943100 BC	\$152.55
		74872712031150317363006	
JAN 29	FEB 01	MICROTEL INNS AND SUITES 250-7943100 BC	\$152.55
		74872712031150317363105	
JAN 29	FEB 01	MICROTEL INNS AND SUITES 250-7943100 BC	\$163.85
		74872712031150317363121	
JAN 29	JAN 31	GOLD RUSH INN 212 MAIN ST WHITEHORSE YT	\$208.95
		74064492030920112203062	
JAN 29	JAN 31	GOLD RUSH INN 212 MAIN ST WHITEHORSE YT	\$208.95
		74064492030920112203088	
JAN 29	JAN 31	EDGEWATER HOTEL WHITEHORSE WHITEHORSE YT	\$197.40
		74064492030820122221858	
JAN 29	JAN 31	TELUS MOBILITY PREAUTH 403-5303586 AB	\$2,653.57
		74500012030461697113796	

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	478,017
Points earned this statement	44,850
New points balance	522,867

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	MAR 17, 2022
Credit limit	\$120,000.00
Available credit	\$75,150.13
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$21,942.19
Payments & credits	-\$21,942.19
Purchases & debits	\$44,849.87
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$44,849.87



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$44,849.87

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAR 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business
4516 07** ***** 7147 / 4516 07** ***** 0270

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· RBC Online Banking at www.rbcroyalbank.com/online
· RBC Mobile app - text "RBC" to 722722 to download

Other payment options include:
· RBC Royal Bank ATM
· Telephone Banking 1-800-769-2511
· Visit an RBC Royal Bank branch

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01036

A-1 QUALITY BELTING LTD
DAVID HOWELLS
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2



Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD 4516 07** **** 7147

DAVID HOWELLS 4516 07** **** 0270

STATEMENT FROM JAN 28 TO FEB 28, 2022

2 OF 4

4516 07 **** 0270 (continued)**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 30	FEB 01	NORTHERN ROCKIES LODGE LTMUNCHO LAKE BC 74529002030920167984109	\$395.50
JAN 30	FEB 01	COMFORT INN DAWSON CRE DAWSON CREEK BC 74500012031624422422357	\$140.12
JAN 30	JAN 31	FORT NELSON SUPER 8 MOTELFORT NELSON BC 74064492030820170454724	\$141.30
JAN 31	FEB 01	SONRAY SERVICE WATSON LAKE YT 74064492031820213916910	\$535.47
JAN 31	JAN 31	KEEPTRUCKIN ELD&FLEET 855-434-3564 BC 74537882031100667175227	\$520.00
FEB 01	FEB 02	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202032004001380260	\$219.45
FEB 01	FEB 02	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202032004001380294	\$219.45
FEB 01	FEB 02	GOLD RUSH INN 212 MAIN STWHITEHORSE YT 74064492033920114496687	\$167.16
FEB 01	FEB 02	GOLD RUSH INN 212 MAIN STWHITEHORSE YT 74064492033920114496695	\$167.16
FEB 01	FEB 02	MERX /INTERNET LONGUEUIL QC 74064492033820124053447	\$84.00
FEB 02	FEB 03	ALLIANCE DISPOSAL 2010 COUNTY OF GRAAB 74064492033820184209657	\$42.00
FEB 03	FEB 04	CRYSTAL GLASS CDA LTD 205FT SASK AB 74064492034820182682060	\$287.00
FEB 03	FEB 07	MYALBERTA FINE PAYMENT EDMONTON AB 74529002034920102295005	\$114.00
FEB 05	FEB 07	FORT NELSON SUPER 8 MOTELFORT NELSON BC 74064492036820188859330	\$137.84
FEB 06	FEB 08	STERNWHEELER HOTEL AND COWHITEHORSE YT 74514202038004019033061	\$173.23
FEB 07	FEB 08	FORT NELSON SUPER 8 MOTELFORT NELSON BC 74064492038820188290229	\$689.20
FEB 07	FEB 08	FORT NELSON SUPER 8 MOTELFORT NELSON BC 74064492038820188290278	\$689.20
FEB 07	FEB 08	FORT NELSON SUPER 8 MOTELFORT NELSON BC 74064492038820188290286	\$413.52
FEB 07	FEB 08	SONRAY SERVICE WATSON LAKE YT 74064492038820208119853	\$356.98
FEB 08	FEB 09	SONRAY SERVICE WATSON LAKE YT 74064492039820202343169	\$178.49
FEB 09	FEB 10	SONRAY SERVICE WATSON LAKE YT 74064492040820205598915	\$178.49
FEB 09	FEB 10	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202040004028366086	\$224.70
FEB 09	FEB 10	ANDREAS HOTEL WATSON LAKE YT 74872712041150411952058	\$315.00
FEB 09	FEB 14	MICROTEL INNS AND SUITES 250-7943100 BC 74872712042160425810878	\$165.85
FEB 09	FEB 14	MICROTEL INNS AND SUITES 250-7943100 BC 74872712042160425810886	\$165.85
FEB 09	FEB 14	MICROTEL INNS AND SUITES 250-7943100 BC 74872712042160425810928	\$165.85



Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM JAN 28 TO FEB 28, 2022

3 OF 4

4516 07 ***** 0270 (continued)**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 10	FEB 11	CPC / SCP 574295 GIBBONS AB 74064492041820195121677	\$96.60
FEB 10	FEB 11	SONRAY SERVICE WATSON LAKE YT 74064492041820212092489	\$356.98
FEB 11	FEB 14	DIRECT ENERGY REGULATED EDMONTON AB 74064492043820185283733	\$1,189.83
FEB 11	FEB 14	HOMESTEAD INN & SUITES VANDERHOOF BC 74064492043820203069775	\$124.30
FEB 11	FEB 14	REAL CDN SUPERSTORE #1 PRINCE GEORGE BC 74500012043461650384553	\$51.00
FEB 12	FEB 14	GOLD RUSH INN 212 MAIN STWHITEHORSE YT 74064492044920113197838	\$175.56
FEB 12	FEB 14	GOLD RUSH INN 212 MAIN STWHITEHORSE YT 74064492044920113197903	\$208.95
FEB 12	FEB 14	GOLD RUSH INN 212 MAIN STWHITEHORSE YT 74064492044920113197960	\$428.40
FEB 12	FEB 14	GOLD RUSH INN 212 MAIN STWHITEHORSE YT 74064492044920113197978	\$428.40
FEB 12	FEB 14	GOLD RUSH INN 212 MAIN STWHITEHORSE YT 74064492044920113198042	\$209.16
FEB 13	FEB 15	SOUTHFORT CAR WASH FORT SASKATCHAB 74703412045100557516058	\$19.00
FEB 14	FEB 15	AVETTA LLC - CA 24803942046910000348027	\$1,654.80
FEB 15	FEB 17	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202047004031511978	\$219.45
FEB 15	FEB 17	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202047004031511986	\$219.45
FEB 15	FEB 17	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202047004031511994	\$219.45
FEB 15	FEB 17	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202047004031512000	\$219.45
FEB 15	FEB 16	ANDREAS HOTEL WATSON LAKE YT 74872712046270463853189	\$630.00
FEB 16	FEB 17	BLACK DIAMOND GROUP CALGARY AB 74064492047820180427398	\$5,412.75
FEB 16	FEB 17	VERIZON CANADA CAD TORONTO AB 74897262047206088580969	\$1,129.54
FEB 17	FEB 18	ALSCO CANADA CORP. 780-454-9641 AB 74537882048100209839398	\$1,198.96
FEB 17	FEB 18	FORT ST JOHN HOLIDAY INN FORT ST. JOHNBC 74064492049820124109233	\$173.42
FEB 17	FEB 18	FORT ST JOHN HOLIDAY INN FORT ST. JOHNBC 74064492049820124109316	\$173.42
FEB 17	FEB 18	FORT ST JOHN HOLIDAY INN FORT ST. JOHNBC 74064492049820124109324	\$173.42
FEB 18	FEB 21	AB TRANSPORTATION EDMONTON AB 74529002049920098301109	\$11,574.50
FEB 18	FEB 21	LESCO DISTRIBUTORS EDMONTON AB 74514202051004031686286	\$703.82
FEB 20	FEB 23	MICROTEL INNS AND SUITES 250-7943100 BC 74872712053150539118322	\$165.85



Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD 4516 07** ***** 7147

DAVID HOWELLS 4516 07** ***** 0270

STATEMENT FROM JAN 28 TO FEB 28, 2022

4 OF 4

4516 07 ***** 0270 (continued)**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 22	FEB 23	RAVEN INN WHITEHORSE RAVENINN.COM YT 74514202053004005029651	\$219.45
FEB 23	FEB 25	ESSO SMART STOP 37847 FORT SASKATCHAB 74064492056920121634330	\$57.86
FEB 25	FEB 28	DIRECT ENERGY REGULATED EDMONTON AB 74064492057820186507604	\$709.69
FEB 25	FEB 25	WESTERN CANADIAN SCREENS EDMONTON AB 74064492056820133800806	\$1,508.22
FEB 26	FEB 28	TELUS MOBILITY PREAUTH 403-5303586 AB 74500012057462657283098	\$2,645.29
SUBTOTAL OF MONTHLY ACTIVITY			\$44,849.87
NEW BALANCE			\$44,849.87

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$44,849.87	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.



Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 5550

DEREK MARTIN 4516 07** **** 5568

STATEMENT FROM JAN 28 TO FEB 28, 2022

1 OF 2

PREVIOUS STATEMENT BALANCE **\$16,517.91**

4516 07** **** 5550

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 14	FEB 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$16,517.91
		74510402045710583976409	
		SUBTOTAL OF MONTHLY ACTIVITY	-\$16,517.91

4516 07** **** 5568

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 27	JAN 31	ALBERTA BC SAFETY 7806902227 AB	\$36.70
		74897262028203918834529	
JAN 27	JAN 31	EDMONTON GEAR CENTRE L EDMONTON AB	\$376.72
		74703412028100807953169	
JAN 27	JAN 28	PETROCAN-RR1 MILE 293 FORT NELSON BC	\$215.94
		74064492028920117454524	
FEB 01	FEB 03	INLAND KENWORTH WHITEHORSE WHITEHORSE YT	\$232.90
		74529002032920106735206	
FEB 01	FEB 02	GRAND PRAIRIE WHEATON CHEGRAND-PAIRIEAB	\$186.75
		74514202032004013169610	
FEB 03	FEB 04	0039 NAPA FORT NELSON FORT NELSON BC	\$171.34
		74500012034380697700822	
FEB 04	FEB 07	TIRECRAFT FORT NELSON FORT NELSON BC	\$150.07
		74872712035260352297526	
FEB 04	FEB 07	SQ *RENE'S VACUUM SERVICE STURGEON COUNAB	\$273.00
		74293472035000289111925	
FEB 05	FEB 07	GREAT WEST KENWORTH LTD CLAIRMONT AB	\$822.37
		74064492036820185641582	
FEB 08	FEB 09	BRADVIN HD INC CLAIRMONT AB	\$227.59
		74514202039004005036200	
FEB 11	FEB 15	EDMONTON GEAR CENTRE L EDMONTON AB	-\$4,725.00
		74703412045100757074692	
FEB 11	FEB 14	INTEGRA TIRE WHITEHORSE WHITEHORSE YT	\$37.11
		74064492042820192193140	

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	0
Points earned this statement	7,876
Points adjusted this statement	(7,876)
New points balance	0

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	MAR 17, 2022
Credit limit	\$50,000.00
Available credit	\$42,124.93
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$16,517.91
Payments & credits	-\$21,242.91
Purchases & debits	\$12,600.07
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE **\$7,875.07**



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$7,875.07

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAR 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** **** 5550 / 4516 07** **** 5568

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- Telephone Banking 1-800-769-2511
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04752

A-1 QUALITY BELTING LTD.
DEREK MARTIN
SUITE A
46 CRANBERRY BEND
FORT SASKATCHEWAN AB T8L 0H2



Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 5550

DEREK MARTIN 4516 07** **** 5568

STATEMENT FROM JAN 28 TO FEB 28, 2022

2 OF 2

4516 07 **** 5568 (continued)**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 11	FEB 14	INLAND KENWORTH WHITEHORSE WHITEHORSE YT 74529002042920135492306	\$153.67
FEB 14	FEB 15	PETROCAN-RR1 MILE 293 FORT NELSON BC 74064492046920115262406	\$212.80
FEB 17	FEB 18	KMP USA LTD 713-6836160 TX 24755422048260483212210	\$1,253.90
		Foreign Currency:USD 960.37 Exchange rate:1.305642	
FEB 17	FEB 18	SQ *RENE'S VACUUM SERVICESTURGEON COUNAB 74293472048000992189072	\$273.00
FEB 18	FEB 21	49 NORTH LUBRICANTS LEDUC AB 74064492049820214604259	\$5,475.88
FEB 24	FEB 25	TIRECRAFT FORT SASKATCHEW FORT SASKATCHEW 74064492056820135805092	\$1,475.81
FEB 25	FEB 28	0296-NAPA FORT SASKATCHEW FORT SASKATCHEW 74500012056380613621535	\$155.43
FEB 25	FEB 28	EKW WEST - PARTS. EDMONTON AB 74514202056004013399150	\$161.27
FEB 28	FEB 28	AIR LIQUIDE CANADA INC EDMONTON AB 74064492059820135930111	\$707.82
		SUBTOTAL OF MONTHLY ACTIVITY	\$7,875.07
		NEW BALANCE	\$7,875.07

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$7,875.07	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.



Royal Bank

RBC® Avion® Visa[®] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 7238

JIM WALL 4516 07** **** 0434

STATEMENT FROM JAN 28 TO FEB 28, 2022

1 OF 3

PREVIOUS STATEMENT BALANCE

\$3,472.72

4516 07** **** 7238

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 14	FEB 14	PAYMENT - THANK YOU / PAIEMENT - MERCI	-\$3,472.72
		74510402045710583976409	
		SUBTOTAL OF MONTHLY ACTIVITY	-\$3,472.72

4516 07** **** 0434

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
JAN 26	JAN 28	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$15.00
		74529002026920276400209	
JAN 26	JAN 28	ICBC #86329 DAWSON CREEK BC	\$135.00
		74529002026920149443303	
JAN 27	JAN 31	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$15.00
		74529002027920311796503	
JAN 28	JAN 31	YG WEIGH STATION WHITEHORWHITEHORSE YT	\$25.60
		74064492028820219378391	
JAN 28	JAN 31	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC	\$1,094.00
		74529002028920374939601	
JAN 28	JAN 28	YG WEIGH STATION WATSON LWATSON LAKE YT	\$40.60
		74064492028820124906484	
JAN 28	JAN 28	YG WEIGH STATION WHITEHORWHITEHORSE YT	\$70.48
		74064492028820124906658	
JAN 31	FEB 01	YG WEIGH STATION WATSON LWATSON LAKE YT	\$60.00
		74064492032820122443542	
JAN 31	FEB 01	YG WEIGH STATION WATSON LWATSON LAKE YT	\$25.60
		74064492032820122443559	
JAN 31	FEB 01	YG WEIGH STATION WATSON LWATSON LAKE YT	\$509.48
		74064492032820122443567	
JAN 31	FEB 01	YG WEIGH STATION WATSON LWATSON LAKE YT	\$25.60
		74064492032820122443682	
FEB 04	FEB 07	YG WEIGH STATION WHITEHORWHITEHORSE YT	\$50.60
		74064492035820209266912	

IMPORTANT INFORMATION

RBC REWARDS POINTS

Previous Points balance	55,287
Points earned this statement	5,420
New points balance	60,707

CONTACT US

Customer Service/Lost & Stolen	1-800-769-2512
Collect Outside North America	(416) 974-7780
RBC Rewards Travel Redemption	1-877-636-2870
Merchandise Redemption	1-800-769-2512
Web site	www.rbc Rewards.com

PAYMENTS & INTEREST RATES

Minimum payment	\$10.00
Payment due date	MAR 17, 2022
Credit limit	\$8,000.00
Available credit	\$2,580.06
Annual interest rates:	
Purchases	19.99%
Cash advances	22.99%

CALCULATING YOUR BALANCE

Previous Statement Balance	\$3,472.72
Payments & credits	-\$3,472.72
Purchases & debits	\$5,419.94
Cash advances	\$0.00
Interest	\$0.00
Fees	\$0.00

NEW BALANCE \$5,419.94



RBC ROYAL BANK
CREDIT CARD PAYMENT CENTRE
P.O. BOX 4016, STATION "A"
TORONTO, ONTARIO M5W 2E6

NEW BALANCE
\$5,419.94

MINIMUM PAYMENT
\$10.00

PAYMENT DUE DATE
MAR 17, 2022

AMOUNT PAID
\$

RBC® Avion® Visa[®] Business

4516 07** **** 7238 / 4516 07** **** 0434

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· RBC Mobile app - text "RBC" to 722722 to download

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· Telephone Banking 1-800-769-2511
· Visit an RBC Royal Bank branch

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04124

A-1 QUALITY BELTING LTD.
JIM WALL
46 CRANBERRY BEND
A-1 QUALITY BELTING LTD
FORT SASKATCHEWAN AB T8L 0H2



Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD. 4516 07** ***** 7238

JIM WALL 4516 07** ***** 0434

STATEMENT FROM JAN 28 TO FEB 28, 2022

2 OF 3

4516 07** ***** 0434 (continued)

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 04	FEB 07	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC 74529002035920345800206	\$98.00
FEB 05	FEB 07	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC 74529002036920354053704	\$15.00
FEB 07	FEB 07	YG WEIGH STATION WHITEHORWHITEHORSE YT 74064492038820127415267	\$26.08
FEB 07	FEB 07	YG WEIGH STATION WHITEHORWHITEHORSE YT 74064492038820127415275	\$26.08
FEB 07	FEB 07	YG WEIGH STATION WHITEHORWHITEHORSE YT 74064492038820127415325	\$52.16
FEB 07	FEB 08	YG WEIGH STATION WATSON LWATSON LAKE YT 74064492039820122151056	\$168.72
FEB 08	FEB 09	YG WEIGH STATION WHITEHORWHITEHORSE YT 74064492039820201238808	\$25.60
FEB 08	FEB 09	CHEVRON #40127 FORT NELSON BC 74500012039463655951267	\$26.84
FEB 08	FEB 10	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC 74529002039920281040607	\$495.00
FEB 09	FEB 09	YG WEIGH STATION WATSON LWATSON LAKE YT 74064492040820122789225	\$50.60
FEB 10	FEB 10	YG WEIGH STATION WATSON LWATSON LAKE YT 74064492041820131861519	\$86.14
FEB 15	FEB 16	YG WEIGH STATION WATSON LWATSON LAKE YT 74064492046820206260378	\$399.00
FEB 16	FEB 16	YG WEIGH STATION WHITEHORWHITEHORSE YT 74064492047820123528708	\$51.20
FEB 17	FEB 21	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC 74529002048920300881303	\$69.00
FEB 18	FEB 21	PROVINCIAL PERMIT CENTRE DAWSON CREEK BC 74529002049920359609208	\$247.00
FEB 18	FEB 21	STANFORD INN & SUITES GR GRAND-PRAIRIEAB 74514202051004032492577	\$122.21
FEB 21	FEB 22	TOAD RIVER LODGE TOAD RIVER BC 74872712053730533154660	\$108.00
FEB 21	FEB 23	AB TRANSPORTATION EDMONTON AB 74529002052920044932902	\$196.00
FEB 21	FEB 23	STANFORD INN & SUITES GR GRAND-PRAIRIEAB 74514202053004033920087	\$488.84
FEB 21	FEB 25	INTEGRITY AUTOMOTIVE FORT NELSON BC 74703412055100669932372	\$190.08
FEB 21	FEB 22	PETROCAN-11724 ALASKA AVEFORT ST. JOHNBC 74064492053920114390661	\$28.32
FEB 22	FEB 25	SONRAY SERVICE WATSON LAKE YT 74500012055461693056452	\$178.49
FEB 23	FEB 24	YG WEIGH STATION WATSON LWATSON LAKE YT 74064492054820205093027	\$25.60
FEB 24	FEB 25	YG WEIGH STATION WATSON LWATSON LAKE YT 74064492055820214291645	\$25.60



Royal Bank

RBC® Avion® Visa[†] Business

A-1 QUALITY BELTING LTD. 4516 07** **** 7238

JIM WALL 4516 07** **** 0434

STATEMENT FROM JAN 28 TO FEB 28, 2022

3 OF 3

4516 07 **** 0434 (continued)**

TRANSACTION DATE	POSTING DATE	ACTIVITY DESCRIPTION	AMOUNT (\$)
FEB 24	FEB 28	STANFORD INN & SUITES GR GRAND-PRAIRIEAB 74514202056004035304170	\$127.82
FEB 25	FEB 28	YG WEIGH STATION WHITEHORWHITEHORSE YT 74064492056820219737716	\$25.60
SUBTOTAL OF MONTHLY ACTIVITY			\$5,419.94
NEW BALANCE			\$5,419.94

INTEREST RATE CHART

Description	Rate (%)	Remaining Balance**	Expiry Date
Purchases & Fees	19.99	\$5,419.94	

** The "Determination of Interest" section on the back of your statement explains how interest is charged and how you may avoid interest charges on purchases and fees and the "Applying your payments" section explains how payments are applied to the Remaining Balances shown above.

This is Exhibit "M" referred to in the
Affidavit of

Bernie Reed

Sworn before me this 4th day

of April A.D., 2025

A Notary Public, A Commissioner for Oaths
in and for the Province of Alberta

Melissa M. Milne

A Commissioner for Oaths

in and for Alberta

My Commission Expires Feb. 5, 2026

MLT AIKINS

WESTERN CANADA'S LAW FIRM

DIVISION OF THE BUSINESS OF RBEE AGGREGATE CONSULTING LTD.

Crown Private Credit Partners Inc.
151020-13

Closing Book

February 23, 2022 (Share Sale)

March 7, 2022 (Asset Sale)

1500 - 1874 Scarth Street
Regina, SK S4P 4E9

T: (306) 347-8000
F: (306) 352-5250

Chris Hahn
T: (403) 693-4304
chahn@mltaikins.com

Breanne M. Lothian
T: (306) 347-8447
blothian@mltaikins.com

TABLE OF CONTENTS

DIVISION OF THE BUSINESS OF RBEE AGGREGATE CONSULTING LTD.

CLOSING DATE: February 23, 2022 (Share Sale)
March 7, 2022 (Asset Sale)

PARTIES:

CROWN CAPITAL PARTNER FUNDING, LP (“CCPF LP”) by and through
its manager, **CROWN PRIVATE CREDIT PARTNERS INC.** (the “CPCP”)
Represented by: Chris Johnson / Tim Oldfield

AND:

RBEE AGGREGATE CONSULTING LTD. (“RBee”)
Represented by: Chris Johnson / Tim Oldfield

AND:

2069328 ALBERTA LTD. (“2069328”)
Represented by: Bernie Reed

AND:

A-1 QUALITY BELTING LTD. (“A-1”)
Represented by: Bernie Reed

AND:

BERNIE REED (“Reed”)

AND:

DAVID HOWELLS (“Howells”)

COUNSEL:

MLT AIKINS LLP (“MLTA”)
Represented by: Chris Hahn and Breanne Lothian

MOODYS TAX LAW (“Moody’s”)
Represented by: Gary I. Biasini

A. Division of the Business of RBee	
1.	Business Division Agreement among RBee, 2069328, CCPF LP, A-1, Reed & Howells
B. Ancillary Closing Documents (Share Conveyance)	
2.	Share Transfer from 2069328 to RBee
3.	Receipt of Share Purchase Price (\$1.00)
C. Ancillary Closing Documents (Employment / Consulting Matters)	
4.	Mutual Release & Resignation between RBee and: <ul style="list-style-type: none"> a. Reed b. Howells
5.	Mutual Release between CCPF LP, on the first part, and 2069328, A-1, Reed and Howells, on the second part
6.	Notice of Change of Directors for RBee (to remove Reed and Howells)
7.	Change of Directors, Officers and Shareholders – Proof of Filing
8.	Post-Filing Corporate Profile of RBee
9.	Termination Agreement (Consulting Agreement between RBee and A-1 and Expert Agreement between RBee, A-1, and Reed)
10.	Termination Agreement (Employment Agreement between RBee and Howells)
11.	Consulting Agreement between Crown and Howells (3 months)
12.	Contribution Agreement among CCPF LP, Reed and 2069328
D. Resolutions and Approvals / Misc.	
13.	Director Resolution of A-1
14.	Joint Director and Shareholder Resolution of RBee
15.	Director Resolution of 2069328
16.	Certificates of Status: <ul style="list-style-type: none"> a. A-1; b. RBee; and c. 2069328
E. Ancillary Closing Documents (Asset Conveyance)	
17.	Bill of Sale
18.	No interest letter in respect of the Subject Assets executed by CCPF LP
19.	No interest letter in respect of the Subject Assets and consent executed by CWB

BUSINESS DIVISION AGREEMENT

Re: Division of the Business of RBee Aggregate Consulting Ltd.

This Agreement is made as of the 23rd day of February, 2022 (the "**Effective Date**").

AMONG:

RBee Aggregate Consulting Ltd.,
an Alberta corporation
("**RBee**")

- and -

2069328 Alberta Ltd.,
an Alberta corporation
("**2069328**")

- and -

Crown Capital Partner Funding, LP,
an Alberta limited partnership
("**Crown**")

- and -

A-1 Quality Belting Ltd.,
an Alberta corporation
("**A-1**")

- and -

Bernie Reed,
of Fort Saskatchewan, Alberta
("**Reed**")

- and -

David Howells,
of Fort Saskatchewan, Alberta
("**Howells**")

RECITALS

The recitals to this Agreement are:

- A. RBee carries on the Business;
- B. Each of 2069328 (as legal owner on behalf of A-1 as beneficial owner) and Crown own 50% of the issued and outstanding shares in the capital stock of RBee;
- C. Canadian Western Bank ("**CWB**"), Crown and A-1 each have security registered against RBee;

- D. The Parties have agreed to divide the business assets of RBee through (i) firstly, the sale by 2069328 to RBee of the Subject Share (as defined below); and (ii) secondly, the sale by RBee of the Subject Assets (as defined below) to A-1, on the terms and conditions herein contained.

COVENANTS AND AGREEMENT

In consideration of the terms and conditions set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. Definitions

In this Agreement, unless the context otherwise requires, the following terms have the meanings respectively ascribed thereto:

- 1.1 **"2069328"** means 2069328 Alberta Ltd., an Alberta corporation.
- 1.2 **"A-1"** means A-1 Quality Belting Ltd., an Alberta corporation.
- 1.3 **"Agreement"** means this Business Division Agreement, as amended, modified and supplemented from time to time.
- 1.4 **"Asset Sale Closing Date"** means March 10, 2022 or such other date as may be agreed to by A-1 and Crown.
- 1.5 **"Asset Sale Effective Time"** means 11:00 a.m. (MST) on the Asset Sale Closing Date.
- 1.6 **"Business"** means the mobile rock and gravel crushing business that is being carried on by RBee.
- 1.7 **"Capital Call Agreement"** means that certain capital call agreement dated November 7, 2017 and made in writing among CWB, Reed, 2069328 and Crown and acknowledged by RBee.
- 1.8 **"Consulting Agreement"** means that certain consulting agreement dated November 1, 2017 and made in writing between RBee and A-1 together with the Expert Agreement of even date and made in writing among RBee, A-1 and Reed.
- 1.9 **"Crown"** means Crown Capital Partner Funding, LP (*formerly Crown Capital Fund IV, LP*), an Alberta limited partnership, by its general partner, Crown Capital LP Partner Funding Inc. (*formerly Crown Capital Fund IV Management Inc.*).
- 1.10 **"CWB Credit Facility"** means, collectively, the credit facilities provided by CWB to RBee under the terms of the commitment letter as between CWB and RBee dated October 2, 2017 as amended, restated, modified or supplemented.
- 1.11 **"Effective Date"** has the meaning ascribed to it in the recitals hereto.
- 1.12 **"Effective Time"** means 11:00 a.m. (MST) on the Effective Date.
- 1.13 **"Escrow Agent"** means Moody's Tax Law.
- 1.14 **"Howells"** means David Howells, an individual resident in Fort Saskatchewan, Alberta.
- 1.15 **"Liabilities"** means liabilities, obligations or commitments of any nature whatsoever (including, without limitation, arising under contract, statute, equity or common law),

whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

- 1.16 “**Parties**” means RBee, 2069328, Crown, A-1, Reed and Howells.
- 1.17 “**Permitted Liens**” means any liens, charges, security interests and encumbrances in favour of Reed, A-1, 2069328, Howells or any of their respective affiliates.
- 1.18 “**Personnel Arrangement**” means the arrangements under which Howells has been providing services to RBee, firstly as an employee and, more recently, as an independent consultant;
- 1.19 “**Reed**” means Bernie Reed, an individual resident in Fort Saskatchewan, Alberta.
- 1.20 “**Subject Assets**” means the assets that are described in Schedule A and that are to be sold by RBee to A-1 as contemplated in Subsection 3.9.
- 1.21 “**Subject Share**” means the 1 Class B share that is to be sold by 2069328 to RBee as contemplated in Subsection 3.1.

2. Interpretation

- 2.1 The recitals and the schedule to this Agreement form part of this Agreement, and, where required by the context, any reference to this Agreement includes a reference to the recitals and the schedule.
- 2.2 In this Agreement a reference to a “**Schedule**”, “**Section**”, “**Subsection**” or “**Paragraph**” followed by a letter or number means or refers to the specified schedule, section, subsection or paragraph of this Agreement.
- 2.3 Where a term or expression is defined in the preamble of this Agreement or in Section 1, the definition shall apply throughout this Agreement. Where a term or expression is defined in another Section, the definition shall apply only in that Section.
- 2.4 In this Agreement:
 - (a) words importing the singular number include the plural and *vice versa*;
 - (b) words importing gender include masculine, feminine and neuter genders; and
 - (c) where a term or expression is defined herein, derivatives of that term or expression have corresponding meanings.
- 2.5 All express or implied references in this Agreement to dollars or monetary amounts are references to Canadian currency.

3. Division of the Business

Effective on the Effective Date:

3.1 *Sale and Purchase of Subject Share*

2069328 shall sell and RBee shall purchase the Subject Share as of the Effective Time, free and clear of any and all liens, charges, security interests and encumbrances of any nature. The price payable for the Subject Share shall be the sum of \$1.00, and shall be payable in immediately available funds on the Effective Date. A-1, as beneficial owner of

the Subject Share, hereby irrevocably authorizes, approves and directs the sale of the Subject Share by 2069328 to RBee.

3.2 *Resignation of Reed*

Reed shall resign as director and officer of RBee and each shall release the other from any claims which the other had, has or shall have in respect of Reed's tenure as an officer and director of RBee, which resignation and mutual release shall be in a form and substance acceptable to the parties thereto, each acting reasonably.

3.3 *Resignation of Howells*

Howells shall resign as a director and officer of RBee and each shall release the other from any claims which the other had, has or shall have in respect of Howells' tenure as an officer and director of RBee, which resignation and mutual release shall be in a form and substance acceptable to the parties thereto, each acting reasonably.

3.4 *Termination of the Consulting Agreement*

RBee, A-1 and Reed shall terminate the Consulting Agreement without any further liability by one party to the other or others and each shall release the other or others from any claims which the other had, has or shall have in respect of A-1's and Reed's tenure as a consultant to RBee and any further obligations pursuant to the Consulting Agreement including, without limitation, the non-competition provisions, which termination and release shall be in a form and substance acceptable to the parties thereto, each acting reasonably.

3.5 *Termination of the Personnel Arrangement*

RBee and Howells shall terminate the Personnel Arrangement without any further liability by one party to the other and each shall release the other from any claims which the other had, has or shall have in respect of Howells' tenure as an employee of RBee and any further obligations pursuant to the Personnel Arrangement, including, without limitation, the non-competition provisions, which termination and release shall be in a form and substance acceptable to the parties thereto, each acting reasonably.

3.6 *New Consulting Agreement*



RBee and Howells shall enter into a consulting agreement not to exceed 3 months, terminable by RBee at any time, with compensation of \$25,000 per month plus applicable GST (adjusted for any partial months), pursuant to which Howells shall assist RBee and, as directed, FTI, in providing to FTI, from the records of RBee, such information as is available so as to allow FTI to render services to Crown under the terms of their engagement. Crown shall sign the said consulting agreement as guarantor of RBee's obligations thereunder.

3.7 *Contribution Agreement*

Crown, 2069328 and Reed (together with 2069328, the "**Reed Parties**") shall enter into a contribution agreement, which contribution agreement shall be in a form and substance acceptable to the parties thereto, each acting reasonably.

3.8 *Mutual Release Agreement*

Crown, of the first part, and 2069328, A-1, Reed and Howells, collectively of the second part, shall enter into a mutual release agreement, which mutual release shall be in a form and substance acceptable to the parties thereto, each acting reasonably.

Effective on the Asset Sale Closing Date:

3.9 *Sale and Purchase of the Subject Assets*

RBee shall sell and A-1 shall purchase, the Subject Assets, as of the Asset Sale Effective Time, free and clear of any and all liens, charges, security interests and encumbrances of any nature other than Permitted Liens. The price payable for the Subject Assets shall be the sum of \$3,622,900.00 plus applicable GST (the "**Purchase Price**"). A-1 shall deposit with the Escrow Agent, the sum of \$500,000 (the "**Deposit**") concurrent with the execution of this Agreement which, together with the balance of the Purchase Price, shall be payable to RBee in immediately available funds on the Asset Sale Closing Date. The Deposit shall be held and released in accordance with Sections 4.7 through 4.11 (*inclusive*). A-1 acknowledges and confirms that the Subject Assets are being sold on an entirely as-is, where-is basis and waives any other warranty which may be claimed under applicable law.

4. **Closing; Deliveries; Conditions and Escrow.**

- 4.1 The consummation of the transactions described in Sections 3.1 through 3.8 (*inclusive*) of this Agreement (the "**First Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts), on the Effective Date with effect as of the Effective Time.
- 4.2 Subject to the terms and conditions of this Agreement, the consummation of the transaction contemplated by Section 3.9 of this Agreement (the "**Second Closing**") shall take place remotely by exchange of documents and signatures (or their electronic counterparts), on the Asset Sale Closing Date with effect as of the Asset Sale Effective Time.
- 4.3 At the First Closing, each of the Parties covenants and agrees to deliver to the other Parties hereto (as applicable):
- (d) the agreements, documents and/or payments referenced in Sections 3.1 through 3.8 (*inclusive*) to the extent party thereto or payable thereby;
 - (e) as to 2069328, a share transfer executed by 2069328 effecting the transfer of the Subject Share to RBee; and
 - (f) such other documents, instruments and certificates as may be reasonably requested by any Party hereto from any other Party hereto.
- 4.4 At the Second Closing, each of the Parties covenants and agrees to deliver to the other Parties hereto (as applicable):
- (a) as to RBee (i) a Bill of Sale in respect of the Subject Assets; (ii) a no interest letter in respect of the Subject Assets, executed by Crown; (iii) a no interest letter and consent in respect of the Subject Assets, executed by CWB (the "**CWB NIL and Consent**"), each of the foregoing shall be in a form and substance acceptable to the parties thereto, each acting reasonably; and (iv) possession of the Subject Assets in accordance with Section 3.9 hereof;
 - (b) as to A-1, payment of the Purchase Price (including all applicable GST) to RBee in immediately available funds; and

- (c) such other documents, instruments and certificates as may be reasonably requested by any Party hereto from any other Party hereto.
- 4.5 It is the intention of the Parties that all transactions or events provided for in Sections 3.1 through 3.8 (*inclusive*) hereof shall occur and be effective as at the Effective Time notwithstanding, and in no way conditional upon, the Second Closing.
- 4.6 It is the intention of the Parties that all transactions or events provided for in Section 3.9 hereof shall occur and be effective as at the Asset Sale Effective Time. The effect of the failure to complete one or more of the transactions or conditions provided for in Section 3.9 and Section 4.4 hereof shall be governed by the provisions of Sections 4.7 through 4.10 (*inclusive*).
- 4.7 The obligations of the Parties hereunder in respect of the purchase and sale of the Subject Assets pursuant to Section 3.9 are expressly conditional on RBee obtaining the CWB NIL and Consent on or prior to the Asset Sale Effective Time. If such condition has not been satisfied at or before the Asset Sale Effective Time, then either Crown or Reed may terminate this Agreement by written notice to all other Parties and the Deposit shall be released to A-1 at the direction of Crown, A-1 and RBee.
- 4.8 The obligations of RBee and Crown in respect of the purchase and sale of the Subject Assets pursuant to Section 3.9 are expressly conditional on A-1, Reed, 2069328 and Howells satisfying their obligations hereunder as at the Asset Sale Effective Time. If such condition has not been satisfied at or before the Asset Sale Effective Time, then excepting if such condition could not be satisfied as a result of an action or inaction by Crown or RBee in accordance herewith, Crown may terminate this Agreement by written notice to A-1, Reed, 2069328 and Howells and the Deposit shall be released to RBee, at the direction of Crown, A-1 and RBee.
- 4.9 The obligations of A-1 and 2069328 in respect of the purchase and sale of the Subject Assets pursuant to Section 3.9 are expressly conditional on RBee and Crown satisfying their obligations hereunder as at the Asset Sale Effective Time. If such condition has not been satisfied at or before the Asset Sale Effective Time, then Reed may terminate this Agreement by written notice to RBee and Crown and the Deposit shall be released to A-1, at the direction of Crown, A-1 and RBee.
- 4.10 The Escrow Agent shall hold the Deposit in trust and shall disburse the Deposit, as instructed pursuant to a direction in writing from Crown, A-1 and RBee and in a form acceptable to the Escrow Agent, acting reasonably. Crown, A-1 and RBee covenant and agree to provide written instructions directing the Escrow Agent to release the Deposit in accordance with Sections 4.7, 4.8, 4.9 and 4.11, as applicable. If the Escrow Agent is of the view that the direction(s) provided to it in connection with the Deposit are unclear, incomplete or contradictory or may be contrary to the provisions of this Agreement, the Escrow Agent shall be entitled to make an application to the Court of Queen's Bench of Alberta for advice and direction (which may include the payment of the Deposit to such Court) and, to the extent the Escrow Agent acts in accordance with such advice and direction, neither the Escrow Agent nor its partners, associates or employees will have any liability to any Party for any claim, proceeding, loss, damages, liability or expense arising from such actions or otherwise acting as escrow agent hereunder, absent the gross negligence or wilful misconduct of the Escrow Agent. Crown and A-1 shall (in addition to any right of indemnity by law given to the Escrow Agent) at all times severally indemnify and agree to save harmless the Escrow Agent against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted by it in any way relating to the Escrow Agent's acting as escrow agent hereunder, other than actions, proceedings, costs, claims or demands arising from gross negligence or wilful misconduct on the part of the Escrow Agent.

- 4.11 For certainty, in the event the Second Closing occurs, A-1 shall, and shall be entitled to, irrevocably authorize and direct the Escrow Agent to pay the Deposit to RBee.
- 4.12 Each party covenants to use all commercially reasonable efforts to satisfy the foregoing closing conditions. Further, to the extent any approvals are required by RBee, each Party hereto (other than RBee) covenants and agrees to provide such approvals.

5. Post-Closing

- 5.1 Conditional on the Second Closing, A-1 assumes and agrees to pay, perform and discharge when due any and all Liabilities arising out of, connected with or relating to the Subject Assets before, on or after the Asset Sale Effective Date, other than the Excluded Liabilities.
- 5.2 A-1 shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of RBee or relating to the Subject Assets which are owed to CWB or Crown or anyone claiming through either of them (collectively, the "**Excluded Liabilities**").
- 5.3 Crown agrees to cause RBee and, RBee agrees: (a) to pay the Purchase Price (less GST) to CWB as a repayment of the CWB Credit Facility; (b) not to make any payments to Crown in contravention of the priority, postponement, subordination and standstill agreement dated November 9, 2017 among CWB, Crown and RBee; (c) not to make any payments to Crown which would render RBee unable to satisfy its outstanding obligations, as applicable, owing to the Canada Revenue Agency relating to GST/HST and source deductions in respect to the period of time prior to the Effective Time; and (d) subject to applicable laws and any existing *bona fide* contractual obligations of RBee, not to unilaterally take any action which would result in the continuation, extension or renewal of any personal surety or indemnity provided by Reed in favour of any third-party in respect to any recently completed or ongoing project work being performed by RBee in connection with the Business.
- 5.4 The obligations in this Section 5 shall expressly survive Closing.

6. General

- 6.1 Further Acts. Each of the transactions or events contemplated by this Agreement shall be conditional on each other transaction or event being consummated. The Parties shall do all acts and shall execute all documents and shall instruct their respective counsel to negotiate such escrow arrangements, all as may be reasonably necessary to properly implement this Agreement and the transactions contemplated hereby including entering into formal agreements in a form and substance satisfactory to counsel for each Party, acting reasonably, and on the usual terms and subject to the usual conditions for agreements of this nature in the Province of Alberta.
- 6.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the Parties, together with their respective heirs, administrators, personal representatives, successors and permitted assigns.
- 6.3 Entire Agreement. This Agreement and the agreements and documents to be delivered hereunder (the "**Transaction Documents**") constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter.
- 6.4 Survival of Covenants. The covenants of each Party contained in this Agreement or in any of the Transaction Documents will not merge on and will survive the Closing and will

continue in full force and effect, notwithstanding the Closing or any investigation or knowledge acquired by or on behalf of any other Party.

- 6.5 Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Any action or proceeding arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be brought in the courts of the Province of Alberta, and each Party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding.
- 6.6 Independent Legal Advice. Each of the Parties acknowledges, confirms and agrees, in favour of the other Parties hereto, that such Party has been advised to seek independent legal advice with respect to this Agreement and such Party has either obtained such advice or consciously determined that it does not need such advice and that, in either case, it is entering into this Agreement of its own free will, under no compulsion or duress and that it understands and is aware of the terms and conditions hereof.
- 6.7 Electronic Delivery and Counterparts. This Agreement may be executed and delivered in digital form or by any other electronic means including execution by electronic signature and may be delivered by transmission in electronic format, including portable document format (PDF) or tagged image file format (TIFF), and if so executed and delivered, this Agreement will be for all purposes effective as if the Party had delivered and executed the original Agreement. This Agreement may be executed in several counterparts, no one of which needs to be executed by both Parties. A facsimile or electronic copy of an executed counterpart is as valid as an originally executed counterpart. All counterparts together constitute but one and the same instrument.

[Signature page follows.]

EXECUTION

This Agreement has been executed by the Parties as of the Effective Date.

RBee Aggregate Consulting Ltd.

By: _____

Name: _____

2069328 Alberta Ltd.

By: _____

Name: Bernie Reed, Director

**Crown Capital Partner Funding, LP, by its
manager, Crown Private Credit Partners Inc.**

By: _____

Name: _____

A-1 Quality Belting Ltd.

By: _____

Name: Bernie Reed, Director

Signed in the presence of _____)

Witness)

Signed in the presence of _____)

Witness)

Bernie Reed

David Howells

ACKNOWLEDGEMENT

Acknowledged and Agreed to solely in respect to Section 4.10.

Moody's Tax Law

By: _____

Name: _____

[Signature Page to Business Division Agreement]

EXECUTION

This Agreement has been executed by the Parties as of the Effective Date.

RBee Aggregate Consulting Ltd.

By: _____
Name: _____

2069328 Alberta Ltd.

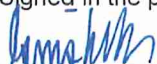
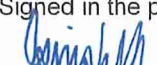
By: 
Name: Bernie Reed, Director

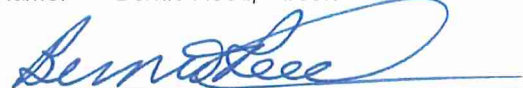

**Crown Capital Partner Funding, LP, by its
manager, Crown Private Credit Partners Inc.**

By: _____
Name: _____

A-1 Quality Belting Ltd.

By: 
Name: Bernie Reed, Director

Signed in the presence of _____)
)
Witness _____)
Signed in the presence of _____)
)
Witness _____)


Bernie Reed

David Howells

ACKNOWLEDGEMENT

Acknowledged and Agreed to solely in respect to Section 4.10.

Moody's Tax Law

By: 
Name: Gary I. Biasini, Authorized Signatory

[Signature Page to Business Division Agreement]

SCHEDULE A
TO THE BUSINESS DIVISION AGREEMENT

RB Ref	Description	Make		Serial Number	Ritchie Bros Valuation
128	Jaw Plant	Pioneer / Clemro 2854 Portable Jaw Crushing Plant C/W 54 In X 28 In Jaw Crusher, 55 In X 43 Ft Under Crusher Conveyor		403176/1094-3097	\$88,500.00
43	HP 400 Cone	1997 METSO HP400		HP40048 and/or HP40043	\$86,500.00
55	TRK Scale	2 pc bridge		Precision	\$16,500.00
129	HP400-2	1997 WRT HP400		97154600	\$81,500.00
41	16x54 Jaw	Pioneer		1654-1 and/or CL16541	\$76,500.00
22	D9R	1996 Caterpillar D9R		7TL00556	\$113,500.00
31	Crane	Grove		71974	\$16,500.00
32	Feeder	2014 Sumas 4854		010120144854	\$100,000.00
24	D8N Dozer	1995 Caterpillar D8N		5TJ02843	\$65,000.00
34	Surge Bin	2013 Elrus		M6233ERC13SB	\$81,500.00
33	Jaw/Screen	2005 Clemro		12993722	\$143,500.00
34	HP500-7 Cone	2007 METSO PH500HP- RD		20553231	\$168,500.00
35	HP500-8	METSO		30100	\$150,000.00
26	D7R-1	2001 Caterpillar D7R XR		2EN01164	\$101,500.00
2	D7R-4	2005 Caterpillar D7R XR		AGN00819	\$103,500.00
5	988-01-02	2001 Caterpillar 988G Wheel Loader		CAT0988GA2TW00515	\$39,000.00
3	998-H-15	2008 Caterpillar 988H Wheel Loader		CAT0998HPBXY02362	\$93,500.00
4	988H-22	2006 Caterpillar 988H Wheel Loader		CAT0988HCBXY01094	\$81,500.00
32	2054 Jaw	2009 Clemro		15544293	\$171,500.00
158	Power Van	2015 Vanguard		5V8VA5326FM507903	\$181,500.00
36	Feeder	Clemro 42 x 48 Aggregate Feeder		14644120	\$61,500.00
25	Feeder	2016 Sumas 4854		48540256	\$91,500.00
205	500 Cone	2008 METSO HP500		124633	\$100,000.00
47	Control Van & Control Tower	Elrus/Manac 1995 Manac 94348002 Control Van with Switch Gear	Control Van	2M5921468S7036110/ M3426ER04CT	\$83,500.00
49	Conveyer	Elrus 42" 120'		24-09	\$16,500.00
50	Surge Bin	1989 Elrus M1110		ER89SB501	\$22,500.00
51	Surge Bin	Elrus		ER86SB09	\$21,500.00

RB Ref	Description	Make		Serial Number	Ritchie Bros Valuation
52	Surge Bin	2012 Elrus M5959		M5950ERC12SB	\$38,500.00
83	Conveyor	Shop built 28 in x 60 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 7,300
84	Conveyor	Shop built 42 in x 40 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 6,300
85	Conveyor	Shop built 48 in x 65 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 5,500
86	Conveyor	Shop built 42 in x 40 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 5,300
87	Conveyor	Shop built 36 in x 50 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 6,300
88	Conveyor	Shop built 36 in x 50 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 6,000
89	Conveyor	Shop built 32 in x 34 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 4,700
90	Conveyor	Shop built 36 in x 50 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 5,700
91	Conveyor	Shop built 42 in x 50 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 6,000
92	Conveyor	Shop built 36 in x 45 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 5,700
93	Conveyor	Shop built 42 in x 30 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 3,700
94	Conveyor	Shop built 36 in x 45 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 5,700
95	1245579	2003 Sullair 750 750 cfm Mobile Air Compressor	Air Compressors and Treatment Equipment	004-139297	\$ 9,700

RB Ref	Description	Make		Serial Number	Ritchie Bros Valuation
96	1242464	2012 Thor 136x36TEL500SLC 36 in x 136 ft Portable Telescopic Radial Stacking Conveyor	Aggregate Handling Equipment	1412	\$ 106,500
34	Conveyer	Cedar Rapid		944482	\$4,300.00
33	Motor Grader	Caterpillar 14G		96U04334	\$30,000.00
108	Feeder	Clemro		1352-3876	\$50,000.00
6	Feeder	2007 Clemro 42x48 8 ft 6 in x 16 ft Aggregate Feeder		1459-4120	\$58,500.00
110	Conveyer	42" 100'		42X100-1	\$38,500.00
125	Jaw Crush	2007 Elrus 3054		M4063ER06JP	\$165,000.00
121	Jaw	Clemro 2536		06521898	\$83,500.00
133	Screen Plant	Clemro 6x18		FIL14050/FIL14950	\$55,000.00
135	Screen Plant	Clemro 6x20 Portable Incline Screen Plant c/w 42X72 conveyor		0290	\$51,500.00
138	Mulcher	Bron BR550-1		BR550-1	\$41,500.00
142	Fuel Tank	2007 Northern Steel RB0272		H-102058	\$28,500.00
143	1245815	RB0027	Containers	APJ226983	\$ 2,200.00
144	1238489	Fruehauf RBTR022 / VT- 0803	Van Trailers	DXT280803	\$ 3,000.00
145	1238471	1994 Fruehauf VT-4335	Van Trailers	1H2V05322RE034335	\$ 6,000.00
146	1238464	1993 Fruehauf FBHLP9	Van Trailers	1H2V04827PE026845	\$ 3,500.00
147	1242470	VT407	Van Trailers		\$ 1,800.00
148	1241371	2000 Manac 94353005 TD23	Van Trailers	2M5931615Y1067485	\$ 35,000.00
149	1241439	1997 Mond TR305	Van Trailers	2MN123145VJ226395	\$ 5,200.00
150	1238505	1987 Roussy VT-5488	Van Trailers	2R1B3W3C3H1005488	\$ 4,300.00
151	1241342	2000 Stoughton VT-2671	Van Trailers	1DW1A5329YS402671	\$ 4,800.00
152	1238498	2004 Stoughton VT-5412	Van Trailers	1DW1A53244S685412	\$ 6,200.00
153	1242515	Strick T/A RBTR 168	Van Trailers	1S12E9538RE366168	\$ 3,700.00
154	1238516	2002 Trailmobile RBTW6	Van Trailers	1PT01JAR029003950	\$ 21,000.00
132	500 Cone	1997 WRT 97P500		97170301	\$78,500.00
23	D8R-10	2003 Caterpillar D8R		6YZ01491	\$98,500.00
25	D8R-9	1997 Caterpillar D8R		7XM02208	\$75,000.00
2	D8R-8	1997 Caterpillar D8R		7XM02205	\$86,500.00
TOTAL					\$3,621,400

RBEE AGGREGATE CONSULTING LTD.

TRANSFER OF SHARES

FOR VALUE RECEIVED, 2069328 Alberta Ltd. hereby sells, assigns and transfers to Rbee Aggregate Consulting Ltd. 1 Class "B" Common share of Rbee Aggregate Consulting Ltd. (the "Corporation") represented by share certificate B-1 and hereby irrevocably constitutes and appoints any Officer or Director of the Corporation to transfer the said shares on the books of the Corporation with full power of substitution in the premises.

DATED this 23rd day of February, 2022.

2069328 ALBERTA LTD.

Per: 

Authorized Signatory

RECEIPT

TO: RBEE AGGREGATE CONSULTING LTD. (the “Purchaser”)

RE: Purchase price by the Purchaser for 1 Class B Share in the capital of Rbee Aggregate Consulting Ltd. (the “Shares”)

The undersigned acknowledges receipt of the sum of \$1.00 from the Purchaser being the purchase price for the Shares.

DATED this 23rd day of February, 2022.

2069328 ALBERTA LTD.

Per: _____

Name:

Title:



MUTUAL RELEASE & RESIGNATION

1. RESIGNATION

The undersigned individual, Bernard Reed, hereby resigns as a director, officer, employee and/or consultant of RBee Aggregate Consulting Ltd. ("**RBee**"), effective as of February 23, 2022 (the "**Resignation Date**").

2. RELEASE

IN CONSIDERATION of the release provided to me in paragraph 7 hereof and other good and valuable consideration, the undersigned individual, does for myself and my heirs, executors, administrators and assigns (hereinafter collectively referred to as "**I**"), forever release, remise and discharge RBee, its affiliates and any of their respective officers, directors, shareholders, partners, employees, agents, and assigns (hereinafter collectively referred to as the "**Company**"), from any and all actions, causes of actions, claims and demands for damages, loss, injury, suits, complaints, proceedings, demands, debts, sums of money, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, whether known or unknown (collectively, "**Claims**" and each a "**Claim**"), which against the Company, I ever had, now have, or can hereafter have existing up to and inclusive of the Resignation Date with respect to Claims arising out of, in connection with, or relating to me having been a director, officer, employee and/or consultant of RBee, and the cessation of my relationship with RBee as a director, officer, employee and/or consultant on the Resignation Date, including, without in any way limiting the generality of the foregoing, any and all Claims for damages, salary, wages, fees, termination pay, severance pay, vacation pay, commissions, bonuses, expenses, allowances, share options, performance warrants, directors fees or any other benefits relating to me having been a director, officer, employee and/or consultant of RBee.

Notwithstanding anything contained herein, this Mutual Release & Resignation shall not extend to or affect, or constitute a release of, my right to claim against or recover from the Company and shall not constitute an agreement to refrain from bringing, taking or maintaining any action against the Company in respect of any corporate indemnity existing by statute, contract (including, but not limited to, any directors and officers or other insurance policy), articles or bylaws of RBee provided in my favour in respect of my having acted at any time as a director or officer of RBee, subject to the provisions, terms and conditions thereof.

3. HUMAN RIGHTS

I acknowledge that I have no claims pursuant to the provisions of the *Alberta Human Rights Act* or pursuant to any other human rights legislation, and I confirm that any and all such claims are released and settled pursuant to this Mutual Release & Resignation.

4. EMPLOYMENT STANDARDS

As applicable, I acknowledge receipt of all wages, overtime pay, vacation pay, general holiday pay and pay in place of termination of employment that I am entitled to by virtue of the *Alberta Employment Standards Code* and regulations made thereunder or pursuant to any other labour standards legislation and I further confirm that there are no entitlements, overtime pay or wages due and owing to myself by the Company.

5. BENEFITS AND INSURANCE CLAIMS

I acknowledge and agree that there is no compensation or consideration for loss of employment benefits owing to me. I acknowledge that I have no claim against the Company for benefits of any nature whatsoever.

6. INDEMNITY FOR TAXES

I further agree that I will save harmless and indemnify the Company from and against all claims, taxes or penalties and demands which may be made by the Minister of National Revenue requiring the Company to pay income tax under the *Income Tax Act* (Canada) (or by any other government authority under any similar legislation in any country or subdivision thereof), in respect of income tax payable in excess of the income tax previously withheld from any salary or other payment made to me in any capacity as a director, officer, employee and/or consultant of RBee; and in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to the Canada Employment Insurance Commission or the Canada Pension Commission (or by any other similar government authority in any country or subdivision thereof) under the applicable statutes and regulations, with respect to any amount which may, in the future, be found to be payable by the Company on my behalf.

7. CORPORATE RELEASE

IN CONSIDERATION of the mutual covenants and releases contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RBee does hereby remise, release and forever discharge the undersigned individual and his heirs, executors, administrators and assigns from all Claims which against him, the Company ever had, now has or can have or can hereafter have existing up to and including the Resignation Date arising out of, in connection with or relating to the Company's relationship with the undersigned individual having been a director, officer, employee and/or consultant of RBee and the termination of his relationship with RBee as a director, officer, employee and/or consultant, provided such Claims arose or arise out of the exercise by the undersigned individual of his duties as a director, officer, employee and/or consultant of RBee, but which shall exclude any Claim based on the fraud, willful misconduct, or criminal conduct of the undersigned individual. Further, this Resignation and Mutual Release does not extend to, expressly excludes a release from, and is not intended to release the undersigned individual from, (a) duties of confidentiality, fiduciary duties (other than duties not to compete with RBee after the Resignation Date), or any other contractual obligation that the undersigned individual owes the Company that survive the Resignation Date, however and whenever arising; or (b) any claims pursuant to, or obligations arising under, the business division agreement dated as of the date hereof among, *inter alios*, RBee and the undersigned.

8. CONFIDENTIALITY & NON-DISCLOSURE

The parties agree that the terms of this Mutual Release & Resignation will be kept confidential and will not communicate such terms to any third party under any circumstances whatsoever, other than legal and financial advisors, and as required by law.

9. FURTHER CLAIMS

Each of the parties agree that they will not assign to any other person any Claim against any party to this Mutual Release & Resignation, or any individual or entity discharged through this Mutual Release & Resignation. Each of the parties further agree that they will not make Claims against any other person or entity that might claim contribution or indemnity under the

provisions of any statute or otherwise against any party to this Mutual Release & Resignation, or any individual or entity discharged through this Mutual Release & Resignation.

10. UNDERSTANDING & GENERAL

The parties acknowledge and declare that they have read all of this Mutual Release & Resignation, fully understand the terms of this Mutual Release & Resignation and voluntarily accept the consideration stated herein as the sole consideration for this Mutual Release & Resignation for the purpose of making a full and final settlement. The parties acknowledge that they have been provided with sufficient time and opportunity to consider all factors related to the execution of this Mutual Release & Resignation and acknowledge a full awareness of its consequences and its voluntary execution. The parties acknowledge having received independent legal advice regarding the execution of this Mutual Release & Resignation, or have voluntarily chosen not to receive such advice.

In the event that any party hereto commences or continues any Claim in respect of a matter against the other party (or its beneficiaries of the release(s) provided herein) (the "**Released Party**") that is released in paragraphs 2, 3, 4, 5 or 7 of this Mutual Release & Resignation, the parties hereto agree that this Mutual Release & Resignation may be pleaded by the Released Party or by the person or corporation who might have a claim for contribution and indemnity from the Released Party, as a complete bar and defence to such Claim, and the party bringing such Claim hereby agrees to indemnify and hold harmless the Released Party from any expenses or legal fees incurred in responding to the commencement or continuation of such Claim.

The parties agree this Mutual Release & Resignation shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

This Mutual Release & Resignation shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. The invalidity and unenforceability of any provision of this Mutual Release & Resignation shall not affect the validity or enforceability of any other provision of this Mutual Release & Resignation, which will remain in full force and effect.

The parties agree that this Mutual Release & Resignation may be executed in as many counterparts as is necessary and, when a counterpart has been executed by each party, all counterparts together constitute one agreement. Delivery of counterparts may be effected by electronic means.

[Signature page to follow.]

DATED effective as of the Resignation Date.



Witness

Name:

David Howells



Name: Bernie Reed

RBEE AGGREGATE CONSULTING LTD.

Per: _____

[Signature Page to Release and Resignation (Reed)]

DATED effective as of the Resignation Date.

Witness
Name:

Name: Bernie Reed

RBEE AGGREGATE CONSULTING LTD.

Per:

A handwritten signature in blue ink, appearing to be "Bernie Reed", written over a horizontal line. The signature is stylized with a large initial "B" and a long, sweeping tail.

[Signature Page to Release and Resignation (Reed)]

MUTUAL RELEASE & RESIGNATION

1. RESIGNATION

The undersigned individual, David Howells, hereby resigns as a director, officer, employee and/or consultant of RBee Aggregate Consulting Ltd. ("**RBee**"), effective as of February 23, 2022 (the "**Resignation Date**").

2. RELEASE

IN CONSIDERATION of the release provided to me in paragraph 7 hereof and other good and valuable consideration, the undersigned individual, does for myself and my heirs, executors, administrators and assigns (hereinafter collectively referred to as "**I**"), forever release, remise and discharge RBee, its affiliates and any of their respective officers, directors, shareholders, partners, employees, agents, and assigns (hereinafter collectively referred to as the "**Company**"), from any and all actions, causes of actions, claims and demands for damages, loss, injury, suits, complaints, proceedings, demands, debts, sums of money, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, whether known or unknown (collectively, "**Claims**" and each a "**Claim**"), which against the Company, I ever had, now have, or can hereafter have existing up to and inclusive of the Resignation Date with respect to Claims arising out of, in connection with, or relating to me having been a director, officer, employee and/or consultant of RBee, and the cessation of my relationship with RBee as a director, officer, employee and/or consultant on the Resignation Date, including, without in any way limiting the generality of the foregoing, any and all Claims for damages, salary, wages, fees, termination pay, severance pay, vacation pay, commissions, bonuses, expenses, allowances, share options, performance warrants, directors fees or any other benefits relating to me having been a director, officer, employee and/or consultant of RBee.

Notwithstanding anything contained herein, this Mutual Release & Resignation shall not extend to or affect, or constitute a release of, my right to claim against or recover from the Company and shall not constitute an agreement to refrain from bringing, taking or maintaining any action against the Company in respect of any corporate indemnity existing by statute, contract (including, but not limited to, any directors and officers or other insurance policy), articles or bylaws of RBee provided in my favour in respect of my having acted at any time as a director or officer of RBee, subject to the provisions, terms and conditions thereof.

3. HUMAN RIGHTS

I acknowledge that I have no claims pursuant to the provisions of the *Alberta Human Rights Act* or pursuant to any other human rights legislation, and I confirm that any and all such claims are released and settled pursuant to this Mutual Release & Resignation.

4. EMPLOYMENT STANDARDS

As applicable, I acknowledge receipt of all wages, overtime pay, vacation pay, general holiday pay and pay in place of termination of employment that I am entitled to by virtue of the *Alberta Employment Standards Code* and regulations made thereunder or pursuant to any other labour standards legislation and I further confirm that there are no entitlements, overtime pay or wages due and owing to myself by the Company.

5. BENEFITS AND INSURANCE CLAIMS

I acknowledge and agree that there is no compensation or consideration for loss of employment benefits owing to me. I acknowledge that I have no claim against the Company for benefits of any nature whatsoever.

6. INDEMNITY FOR TAXES

I further agree that I will save harmless and indemnify the Company from and against all claims, taxes or penalties and demands which may be made by the Minister of National Revenue requiring the Company to pay income tax under the *Income Tax Act* (Canada) (or by any other government authority under any similar legislation in any country or subdivision thereof), in respect of income tax payable in excess of the income tax previously withheld from any salary or other payment made to me in any capacity as a director, officer, employee and/or consultant of RBee; and in respect of any and all claims, charges, taxes or penalties and demands which may be made on behalf of or related to the Canada Employment Insurance Commission or the Canada Pension Commission (or by any other similar government authority in any country or subdivision thereof) under the applicable statutes and regulations, with respect to any amount which may, in the future, be found to be payable by the Company on my behalf.

7. CORPORATE RELEASE

IN CONSIDERATION of the mutual covenants and releases contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RBee does hereby remise, release and forever discharge the undersigned individual and his heirs, executors, administrators and assigns from all Claims which against him, the Company ever had, now has or can have or can hereafter have existing up to and including the Resignation Date arising out of, in connection with or relating to the Company's relationship with the undersigned individual having been a director, officer, employee and/or consultant of RBee and the termination of his relationship with RBee as a director, officer, employee and/or consultant, provided such Claims arose or arise out of the exercise by the undersigned individual of his duties as a director, officer, employee and/or consultant of RBee, but which shall exclude any Claim based on the fraud, willful misconduct, or criminal conduct of the undersigned individual. Further, this Resignation and Mutual Release does not extend to, expressly excludes a release from, and is not intended to release the undersigned individual from, (a) duties of confidentiality, fiduciary duties (other than duties not to compete with RBee after the Resignation Date), or any other contractual obligation that the undersigned individual owes the Company that survive the Resignation Date, however and whenever arising; or (b) any claims pursuant to, or obligations arising under, the business division agreement dated as of the date hereof among, *inter alios*, RBee and the undersigned or the consulting agreement dated as of the date hereof among RBee and the undersigned.

8. CONFIDENTIALITY & NON-DISCLOSURE

The parties agree that the terms of this Mutual Release & Resignation will be kept confidential and will not communicate such terms to any third party under any circumstances whatsoever, other than legal and financial advisors, and as required by law.

9. FURTHER CLAIMS

Each of the parties agree that they will not assign to any other person any Claim against any party to this Mutual Release & Resignation, or any individual or entity discharged through this Mutual Release & Resignation. Each of the parties further agree that they will not make

Claims against any other person or entity that might claim contribution or indemnity under the provisions of any statute or otherwise against any party to this Mutual Release & Resignation, or any individual or entity discharged through this Mutual Release & Resignation.

10. UNDERSTANDING & GENERAL

The parties acknowledge and declare that they have read all of this Mutual Release & Resignation, fully understand the terms of this Mutual Release & Resignation and voluntarily accept the consideration stated herein as the sole consideration for this Mutual Release & Resignation for the purpose of making a full and final settlement. The parties acknowledge that they have been provided with sufficient time and opportunity to consider all factors related to the execution of this Mutual Release & Resignation and acknowledge a full awareness of its consequences and its voluntary execution. The parties acknowledge having received independent legal advice regarding the execution of this Mutual Release & Resignation, or have voluntarily chosen not to receive such advice.

In the event that any party hereto commences or continues any Claim in respect of a matter against the other party (or its beneficiaries of the release(s) provided herein) (the **"Released Party"**) that is released in paragraphs 2, 3, 4, 5 or 7 of this Mutual Release & Resignation, the parties hereto agree that this Mutual Release & Resignation may be pleaded by the Released Party or by the person or corporation who might have a claim for contribution and indemnity from the Released Party, as a complete bar and defence to such Claim, and the party bringing such Claim hereby agrees to indemnify and hold harmless the Released Party from any expenses or legal fees incurred in responding to the commencement or continuation of such Claim.

The parties agree this Mutual Release & Resignation shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

This Mutual Release & Resignation shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. The invalidity and unenforceability of any provision of this Mutual Release & Resignation shall not affect the validity or enforceability of any other provision of this Mutual Release & Resignation, which will remain in full force and effect.

The parties agree that this Mutual Release & Resignation may be executed in as many counterparts as is necessary and, when a counterpart has been executed by each party, all counterparts together constitute one agreement. Delivery of counterparts may be effected by electronic means.

[Signature page to follow.]

DATED effective as of the Resignation Date.



Witness

Name: Lynzie Smishek



Name: David Howells

RBEE AGGREGATE CONSULTING LTD.

Per: _____

[Signature Page to Release and Resignation (Howells)]

DATED effective as of the Resignation Date.

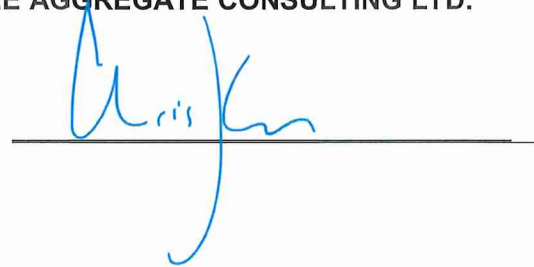
Witness

Name:

Name: David Howells

RBEE AGGREGATE CONSULTING LTD.

Per:

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'Chris' followed by a flourish.

[Signature Page to Release and Resignation (Howells)]

MUTUAL RELEASE

THIS MUTUAL RELEASE is between Crown Capital Partner Funding LP, by and through its manager, Crown Private Credit Partners Inc. ("**Crown**"), on the first part, and 2069328 Alberta Ltd., A-1 Quality Belting Ltd., Bernie Reed, and David Howells (the "**Reed Parties**"), collectively on the second part, effective as of February 23, 2022 (the "**Effective Date**").

1. RELEASE BY CROWN

IN CONSIDERATION of the release provided to Crown and other good and valuable consideration, and expressly subject to Section 3, Crown, does for itself and its respective officers, directors, shareholders, partners, employees, agents, and assigns, forever release, remise and discharge the Reed Parties, and any of their respective officers, directors, shareholders, partners, employees, agents, assigns, heirs, executors, administrators, and assigns, as applicable (hereinafter collectively referred to in this Section as the "**Reed Released Parties**"), from any and all actions, causes of actions, claims and demands for damages, loss, injury, suits, complaints, proceedings, demands, debts, sums of money, expenses, interest, costs and claims of any and every kind and nature whatsoever, at law or in equity, whether known or unknown (collectively, "**Claims**"), which against the Reed Released Parties, Crown ever had, now have, or can hereafter have existing up to and inclusive of the Effective Date with respect to Claims arising out of, in connection with, or relating to the relationship (contractual or otherwise) between or among Crown and the Reed Parties, or any of them, up to, and including, the Effective Date.

2. RELEASE BY REED PARTIES

IN CONSIDERATION of the release provided to the Reed Parties and other good and valuable consideration, and expressly subject to Section 3, the Reed Parties, do for themselves and their affiliates, as applicable, and any of their respective officers, directors, shareholders, partners, employees, agents, assigns, heirs, executors, administrators, and assigns, as applicable, forever release, remise and discharge Crown and Crown Capital LP Partner Funding Inc., and any of their respective officers, directors, shareholders, partners, employees, agents, and assigns (hereinafter collectively referred to in this Section as the "**Crown Released Parties**"), from any and all Claims, which against the Crown Released Parties, the Reed Parties ever had, now have, or can hereafter have existing up to and inclusive of the Effective Date with respect to Claims arising out of, in connection with, or relating to the relationship (contractual or otherwise) between or among Crown and the Reed Parties, or any of them, up to, and including, the Effective Date.

3. EXCLUSIONS

The releases provided pursuant to Section 1 and 2 hereof shall exclude any Claim based on the fraud, willful misconduct, or criminal conduct of any of the Reed Released Parties or Crown Released Parties (collectively, the "**Released Parties**"). Further, this Mutual Release does not extend to, expressly excludes a release from, and is not intended to release any of the Released Parties from: (a) duties of confidentiality, fiduciary duties, or any other contractual obligation any of the undersigned owe the other parties hereto that survive the Effective Date, however and whenever arising; (b) any claims pursuant to, or obligations arising under, the business division agreement dated as of the date hereof among the undersigned and RBee Aggregate Consulting Ltd. or any other agreement to be delivered thereunder or in connection therewith; and (c) any and all matters which are excluded from the mutual release & resignations as between RBee Aggregate Consulting Ltd. and each of Bernie Reed and David Howells of even date herewith (collectively, the "**Bernie and David Releases**") including, for

certainty and without limitation, those matters described in paragraph 7 of the Bernie and David Releases.

4. CONFIDENTIALITY & NON-DISCLOSURE

The parties agree that the terms of this Mutual Release will be kept confidential and will not communicate such terms to any third party under any circumstances whatsoever, other than legal and financial advisors, and as required by law.

5. FURTHER CLAIMS

Each of the parties agree that they will not assign to any other person any Claim against any party to this Mutual Release, or any individual or entity discharged through this Mutual Release. Each of the parties further agree that they will not make Claims against any other person or entity that might claim contribution or indemnity under the provisions of any statute or otherwise against any party to this Mutual Release, or any individual or entity discharged through this Mutual Release.

6. UNDERSTANDING & GENERAL

The parties acknowledge and declare that they have read all of this Mutual Release, fully understand the terms of this Mutual Release and voluntarily accept the consideration stated herein as the sole consideration for this Mutual Release for the purpose of making a full and final settlement. The parties acknowledge that they have been provided with sufficient time and opportunity to consider all factors related to the execution of this Mutual Release and acknowledge a full awareness of its consequences and its voluntary execution. The parties acknowledge having received independent legal advice regarding the execution of this Mutual Release, or have voluntarily chosen not to receive such advice.

In the event that any party hereto commences or continues any Claim in respect of a matter against a Released Party that is released in Section 1 or 2 of this Mutual Release (subject to Section 3), the parties hereto agree that this Mutual Release may be pleaded by the Released Party or by the person or corporation who might have a claim for contribution and indemnity from the Released Party, as a complete bar and defence to such Claim, and the party bringing such Claim hereby agrees to indemnify and hold harmless the Released Party from any expenses or legal fees incurred in responding to the commencement or continuation of such Claim.

The parties agree this Mutual Release shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

This Mutual Release shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. The invalidity and unenforceability of any provision of this Mutual Release shall not affect the validity or enforceability of any other provision of this Mutual Release, which will remain in full force and effect.

The parties agree that this Mutual Release may be executed in as many counterparts as is necessary and, when a counterpart has been executed by each party, all counterparts together constitute one agreement. Delivery of counterparts may be effected by electronic means.

[Signature page to follow.]

DATED effective as of the Effective Date.

CROWN CAPITAL PARTNER FUNDING, LP
by and through its manager, **CROWN**
PRIVATE CREDIT PARTNERS INC

Per: 

Name: Chris Johnson
Title: Managing Director

2069328 ALBERTA LTD.

Per: _____

Name: _____

Title: _____

A-1 QUALITY BELTING LTD.

Per: _____

Name: _____

Title: _____

Witness

Name: _____

BERNIE REED

Witness

Name: _____

DAVID HOWELLS


[Signature Page to Mutual Release.]

DATED effective as of the Effective Date.


CROWN CAPITAL PARTNER FUNDING, LP
by and through its manager, CROWN
PRIVATE CREDIT PARTNERS INC

Per: _____
Name: _____
Title: _____

2069328 ALBERTA LTD.

Per: 
Name: BERNIE REED
Title: PRES.

A-1 QUALITY BELTING LTD.


Per: 
Name: BERNIE REED
Title: PRES.




Witness
Name: Lynzie Smishek



BERNIE REED



Witness
Name: Lynzie Smishek



DAVID HOWELLS

[Signature Page to Mutual Release.]



Notice of Directors/Change of Directors for Alberta or Extra-provincial Corporation

Public (when completed)

Business Corporations Act
Sections 106, 113 and 289

This information is collected, used and may be publicly disclosed in accordance with s. 33(a,c), 39(1)(a,c) and 40(1)(c,e,f) of the *Freedom of Information and Protection of Privacy Act*, the *Business Corporations Act* and the *Common Business Number Act*. It is required to register or update a corporation's directors for the purpose of notice and to maintain up-to-date information. Questions can be directed to the Service Alberta Contact Centre at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation	2. Corporate Access Number	3. Business Number (optional)
RBEE AGGREGATE CONSULTING LTD.	2020684854	

4. The following person(s) were appointed director(s) of the corporation:

Last Name	Given Names	Mailing Address	Appointment Date

5. The following person(s) ceased to hold office as director(s) of the corporation:

Last Name	Given Names	Mailing Address	Cessation Date
Reed	Bernie	46 Cranberry Bend Fort Saskatchewan, AB T8L 0H2	
Howells	David	6 Radcliffe Wynd Fort Saskatchewan, AB T8L 0M5	

6. As of this date, the director(s) of the corporation are:

Last Name	Given Names	Mailing Address
Johnson	Christopher	333 Bay Street, Suite 2730 Toronto, ON M5H 2R2
Oldfield	Timothy	4211 Spruce Avenue Burlington, ON L7L 1L1

7. Authorized Representative/Authorized Signing Authority for the Corporation

Last Name	First, Middle Name	Relationship to Corporation	Email Address (optional)	Phone Number (optional)
Johnson	Christopher	Director		

2022-02-24

Date of Submission yyyy-mm-dd

Signature

Change Director / Shareholder - Proof of Filing

Alberta Amendment Date: 2022/02/24

Service Request Number: 37107259
Corporate Access Number: 2020684854
Business Number: 788842680
Legal Entity Name: RBEE AGGREGATE CONSULTING LTD.
Legal Entity Status: Active
Min Number Of Directors: 1
Max Number Of Directors: 7

This confirms the Directors/Shareholders are amended/updated as of 2022/02/24

Director / Shareholder

Status: Inactive
Director / Shareholder Type: Director
Individual / Legal Entity Type: Individual
Last Name / Legal Entity Name: REED
First Name: BERNIE
Street/Box Number: 46 CRANBERRY BEND
City: FORT SASKATCHEWAN
Province: ALBERTA
Postal Code: T8L0H2
Appointment Date: 2017/09/13
Cessation Date: 2022/02/23

Status: Inactive
Director / Shareholder Type: Director
Individual / Legal Entity Type: Individual
Last Name / Legal Entity Name: HOWELLS
First Name: DAVID
Street/Box Number: 6 RADCLIFFE WYND
City: FORT SASKATCHEWAN
Province: ALBERTA
Postal Code: T8L0M5
Appointment Date: 2017/09/13
Cessation Date: 2022/02/23

Status: Active
Director / Shareholder Type: Director
Individual / Legal Entity Type: Individual

Last Name / Legal Entity Name: OLDFIELD
First Name: TIMOTHY
Street/Box Number: 4211 SPRUCE AVENUE
City: BURLINGTON
Province: ONTARIO
Postal Code: L7L1L1
Appointment Date: 2017/09/13

Status: Active
Director / Shareholder Type: Director
Individual / Legal Entity Type: Individual
Last Name / Legal Entity Name: JOHNSON
First Name: CHRISTOPHER
Street/Box Number: 333 BAY STREET, SUITE 2730
City: TORONTO
Province: ONTARIO
Postal Code: M5H2R2
Appointment Date: 2017/09/13

Status: Inactive
Director / Shareholder Type: Shareholder
Individual / Legal Entity Type: Legal Entity
Corporate Access Number: 2020693285
Business Number: 726149289
Last Name / Legal Entity Name: 2069328 ALBERTA LTD.
Street/Box Number: 46 CRANBERRY BEND
City: FORT SASKATCHEWAN
Province: ALBERTA
Postal Code: T8L0H2
Percent of Voting Shares: 50

Status: Active
Director / Shareholder Type: Shareholder
Individual / Legal Entity Type: Other
Last Name / Legal Entity Name: CROWN CAPITAL PARTNER FUNDING, LP
Street/Box Number: 333 BAY STREET, SUITE 2730
City: TORONTO
Province: ONTARIO
Postal Code: M5H2R2
Percent of Voting Shares: 100

Attachment

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Attachment Type	Microfilm Bar Code	Date Recorded
Share Structure	ELECTRONIC	2017/09/13
Other Rules or Provisions	ELECTRONIC	2017/09/13
Restrictions on Share Transfers	ELECTRONIC	2017/09/13
Statutory Declaration Notice Error	10000907122131876	2017/09/27

Registration Authorized By: CHRIS HAHN
SOLICITOR

The Registrar of Corporations certifies that the information contained in this proof of filing is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.



Notice of Directors/Change of Directors for Alberta or Extra-provincial Corporation

Public (when completed)

Business Corporations Act
Sections 106, 113 and 289

This information is collected, used and may be publicly disclosed in accordance with s. 33(a,c), 39(1)(a,c) and 40(1)(c,e,f) of the *Freedom of Information and Protection of Privacy Act*, the *Business Corporations Act* and the *Common Business Number Act*. It is required to register or update a corporation's directors for the purpose of notice and to maintain up-to-date information. Questions can be directed to the Service Alberta Contact Centre at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Corporation	2. Corporate Access Number	3. Business Number (optional)
RBEE AGGREGATE CONSULTING LTD.	2020684854	

4. The following person(s) were appointed director(s) of the corporation:

Last Name	Given Names	Mailing Address	Appointment Date
-----------	-------------	-----------------	------------------

5. The following person(s) ceased to hold office as director(s) of the corporation:

Last Name	Given Names	Mailing Address	Cessation Date
Reed	Bernie	46 Cranberry Bend Fort Saskatchewan, AB T8L 0H2	February 23, 2022
Howells	David	6 Radcliffe Wynd Fort Saskatchewan, AB T8L 0M5	February 23, 2022

6. As of this date, the director(s) of the corporation are:

Last Name	Given Names	Mailing Address
Johnson	Christopher	333 Bay Street, Suite 2730 Toronto, ON M5H 2R2
Oldfield	Timothy	4211 Spruce Avenue Burlington, ON L7L 1L1

7. Authorized Representative/Authorized Signing Authority for the Corporation

Last Name	First, Middle Name	Relationship to Corporation	Email Address (optional)	Phone Number (optional)
Johnson	Chris	Director		

2022-02-24

Date of Submission yyyy-mm-dd

Signature

**FILED WITH ALBERTA
CORPORATE REGISTRY
BY MLTAKINS LLP**

INITIALS: JDC

Government of Alberta ■ Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2022/02/24
Time of Search: 03:24 PM
Search provided by: MLT AIKINS LLP (CALGARY)
Service Request Number: 37107311
Customer Reference Number: 151020.13/jdc

Corporate Access Number: 2020684854
Business Number: 788842680
Legal Entity Name: RBEE AGGREGATE CONSULTING LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2017/09/13 YYYY/MM/DD

Registered Office:

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

Records Address:

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

Email Address: CAL_CORPFILING@MLTAIKINS.COM

Primary Agent for Service:

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

Directors:

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

Postal Code: M5H2R2

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

Voting Shareholders:

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

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

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

Other Information:

Last Annual Return Filed:

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

Filing History:

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

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

Attachments:

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

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



TERMINATION AGREEMENT

THIS AGREEMENT is made as of February 23rd, 2022,

AMONG:

RBEE AGGREGATE CONSULTING LTD.
(“RBee”)

- and -

A-1 QUALITY BELTING LTD.
(the “Consultant”)

- and -

BERNIE REED
(“Reed” and together with RBee and the Consultant, the “Parties”)

WHEREAS:

- A. RBee and the Consultant are party to a consulting agreement dated November 1, 2017 together with an expert agreement of even date therewith among RBee, the Consultant and Reed (the “Consulting Agreement”);
- B. Pursuant to a Business Division Agreement dated February 23, 2022 among RBee, 2069328 Alberta Ltd. (“2069328”), Crown Capital Partner Funding, LP, the Consultant, Reed, and David Howells (the “Business Division Agreement”), 2069328 has agreed to sell, and RBee has agreed to purchase, one Class “B” share held by 2069328 in RBee (the “Share Sale”); and
- C. It is a condition of the Business Division Agreement that the Consulting Agreement be terminated.

NOW THEREFORE for good and valuable consideration exchanged between the Parties (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

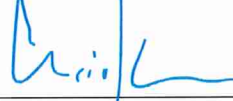
- 1. **Termination** – The Parties hereby acknowledge and agree that upon confirmation of closing of the Share Sale on the Effective Date (as defined in the Business Division Agreement), the Consulting Agreement is terminated immediately and the Parties shall have no further rights and/or obligations whatsoever under or as a result of the Consulting Agreement subject to Sections 2, 3 and 4 hereof.
- 2. **Release** – The terms of this Agreement are subject to the terms and conditions of the Mutual Release & Resignation dated as of the date hereof between RBee and Reed.
- 3. **Return of Property** – This Agreement shall not affect any obligation of the Consultant and/or Reed to return any property of RBee as required under the Consulting Agreement.
- 4. **Payment of Contracted Amounts** – This Agreement shall not affect any obligation of RBee to pay any amounts owing to the Consultant pursuant to the Consulting Agreement, which the Consultant and Reed hereby irrevocably acknowledge, agree and confirm shall include the Base Fee attributable to the months of November and December 2021, being \$52,500 inclusive of GST, and no other amounts. For certainty, the Consultant and Reed hereby irrevocably waive and release Rbee from the obligation to pay any amounts under the Consulting Agreement for

the period of time from and after January 1, 2022.

5. **Successors and Assigns** – This Agreement is binding on the Parties and their respective heirs, administrators, personal representatives, successors and assigns.
6. **Governing Law** – This Agreement shall be governed by and be interpreted in accordance with the laws of the Province of Alberta and the courts of the Province of Alberta shall have the exclusive jurisdiction to entertain any action arising under this Agreement.
7. **Independent Legal Advice** – Each of the Parties acknowledges, confirms and agrees, in favour of the other Parties hereto, that such Party has been advised to seek independent legal advice with respect to this Agreement and such Party has either obtained such advice or consciously determined that it does not need such advice and that, in either case, it is entering into this Agreement of its own free will, under no compulsion or duress and that it understands and is aware of the terms and conditions hereof.
8. **Further Assurances** – The Parties hereto hereby covenant and agrees to do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required to give effect to the intent, terms and conditions of this Agreement.
9. **Counterpart and Electronic Means** – This Agreement may be executed in counterparts and by electronic means and such counterparts together shall constitute a single instrument.

[Signature page to follow.]

RBEE AGGREGATE CONSULTING LTD.

By: 
Name: Chris Johnson
Title: Director

A-1 QUALITY BELTING LTD.

By: _____
Name: _____
Title: _____


Witness


BERNIE REED

RBEE AGGREGATE CONSULTING LTD.

By: _____
Name:
Title:

A-1 QUALITY BELTING LTD.

By: 
Name: **BERNIE REED**
Title: **PRES.**



Witness



BERNIE REED

[Signature page to Termination Agreement.]

TERMINATION AGREEMENT

THIS AGREEMENT is made as of February 23, 2022,

AMONG:

RBEE AGGREGATE CONSULTING LTD.
("RBee")

- and -

DAVID HOWELLS
("Howells" and together with RBee, the "Parties")

WHEREAS:

- A. The Parties entered into an employment arrangement on or about November 9, 2017 and a subsequent consulting arrangement, if applicable (collectively, the "**Personnel Arrangement**");
- B. Pursuant to a Business Division Agreement dated February [●], 2022 among RBee, 2069328 Alberta Ltd. ("**2069328**"), Crown Capital Partner Funding, LP, A-1 Quality Belting Ltd., Bernie Reed, and Howells (the "**Business Division Agreement**"), 2069328 has agreed to sell, and RBee has agreed to purchase, one Class "B" share held by 2069328 in RBee (the "**Share Sale**"); and
- C. It is a condition of the Business Division Agreement that the Personnel Arrangement be terminated.

NOW THEREFORE for good and valuable consideration exchanged between the Parties (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

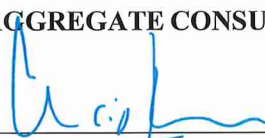
- 1. **Termination** – The Parties hereby acknowledge and agree that upon confirmation of closing of the Share Sale on the Effective Date (as defined in the Business Division Agreement), the Personnel Arrangement is terminated immediately and the Parties shall have no further rights and/or obligations whatsoever under or as a result of the Personnel Arrangement subject to Sections 2, 3 and 4 hereof.
- 2. **Release** – The terms of this Agreement are subject to the terms and conditions of the Mutual Release & Resignation dated as of the date hereof between RBee and Howells.
- 3. **Return of Property** – This Agreement shall not affect any obligation of Howells to return any property of RBee as required under the Personnel Arrangement.
- 4. **Payment of Contracted Amounts** – This Agreement shall not affect any obligation of RBee to pay any amounts owing to Howells pursuant to the Personnel Arrangement, which Howells hereby irrevocably acknowledges, agrees and confirms shall include the Base Salary attributable to the month of February 2022 (pro rated for any partial months/weeks), being \$17,500 plus GST, and no other amounts.
- 5. **Successors and Assigns** – This Agreement is binding on the Parties and their respective heirs, administrators, personal representatives, successors and assigns.



6. **Governing Law** – This Agreement shall be governed by and be interpreted in accordance with the laws of the Province of Alberta and the courts of the Province of Alberta shall have the exclusive jurisdiction to entertain any action arising under this Agreement.
7. **Independent Legal Advice** – Each of the Parties acknowledges, confirms and agrees, in favour of the other Parties hereto, that such Party has been advised to seek independent legal advice with respect to this Agreement and such Party has either obtained such advice or consciously determined that it does not need such advice and that, in either case, it is entering into this Agreement of its own free will, under no compulsion or duress and that it understands and is aware of the terms and conditions hereof.
8. **Further Assurances** – The Parties hereto hereby covenant and agrees to do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required to give effect to the intent, terms and conditions of this Agreement.
9. **Counterpart and Electronic Means** – This Agreement may be executed in counterparts and by electronic means and such counterparts together shall constitute a single instrument.

[Signature page to follow.]

RBEE AGGREGATE CONSULTING LTD.

By:



Name: 
Title: 

Witness

DAVID HOWELLS

RBEE AGGREGATE CONSULTING LTD.

By: _____
Name: _____
Title: _____



Witness



DAVID HOWELLS

[Signature page to Termination Agreement.]

CONSULTING AGREEMENT

THIS AGREEMENT made as of the 23rd day of February, 2022.

BETWEEN:

RBEE AGGREGATE CONSULTING LTD., a body corporate incorporated under the laws of Alberta (hereinafter called the "**Corporation**")

- and -

DAVID HOWELLS, an individual resident in the Province of Alberta (hereinafter called the "**Consultant**")

WHEREAS the Corporation requires certain consulting services as set forth herein;

AND WHEREAS the Consultant agrees to provide such consulting services to the Corporation pursuant to the terms of this Agreement;

NOW THEREFORE in consideration of the agreement by the Corporation to enter into this Agreement, and the provision of services by the Consultant to the Corporation, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the following meanings:

- (a) "**Agreement**" means this consulting agreement;
- (b) "**Corporation Property**" includes any materials, tools, equipment, devices, records, files, data, software, communications, proposals, correspondence, specifications or any other documents or property relating to the business of the Corporation or belonging to the Corporation or any Related Corporation;
- (c) "**Confidential Information**" means any information of a confidential nature which relates to the business or activities of the Corporation or any Related Corporation, including, without limiting the generality of the foregoing, trade secrets, technical information, marketing plans, sales and pricing policies, financial information, business plans, methods, documentation, intellectual property, software, products, strategic studies, engineering information, customer and supplier lists, shareholder data and personnel information. Notwithstanding the foregoing, Confidential Information shall not include any information which:
 - (i) is or becomes public knowledge through no fault of the Consultant;
 - (ii) is independently developed by the Consultant outside the scope of its Services to the Corporation;

- (iii) is disclosed by the Corporation to another Person without any restriction on its use or disclosure; or
- (iv) is or becomes lawfully available to the Consultant from a source other than the Corporation;
- (d) "**Effective Date**" means the date of this Agreement first written above;
- (e) "**GST**" means all taxes payable under Part IX of the *Excise Tax Act* (Canada);
- (f) "**Notice**" means any Notice given by one Party to the other Party in accordance with Article IX;
- (g) "**Party**" means either of the Consultant and the Corporation, and "**Parties**" means the Consultant and the Corporation;
- (h) "**Person**" means an individual, a partnership, a corporation, a limited or unlimited liability company, a trust, an unincorporated organization, a union, a government or any department or agency thereof and the heirs, executors, administrators or other legal representatives of an individual;
- (i) "**Related Corporation**" means any subsidiary, parent company, division, affiliate, predecessor or successor, howsoever organized, of the Corporation;
- (j) "**Remuneration**" means those amounts payable by the Corporation to the Consultant pursuant to Section 5.1;
- (k) "**Services**" has the meaning set out in Schedule "A";
- (l) "**Taxes**" means all federal, provincial and municipal taxes including, without limitation, amounts payable under the *Income Tax Act*, the *Employment Insurance Act*, the *Excise Tax Act* and the *Canada Pension Plan Act*;
- (m) "**Term**" means the period during which this Agreement remains in force pursuant to Section 2.2; and
- (n) "**Termination Date**" means the last day that the Consultant actively performs services for the Corporation.

1.2 The headings in this Agreement are inserted for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

1.3 All words in this Agreement importing the singular number include the plural, and vice versa. All words importing gender include the masculine, feminine and neuter genders.

1.4 All monetary amounts in this Agreement are in Canadian dollars.

1.5 The Schedules to this Agreement are as follows:

Schedule "A" – Services.

In the event of any inconsistency between the terms of this Agreement and the Schedules hereto; the terms of this Agreement shall prevail.

ARTICLE II **TERMS OF ENGAGEMENT**

2.1 The Corporation agrees to engage the Consultant to provide the Services set out herein during the Term.

2.2 The Term shall be for a term of three (3) months commencing on the Effective Date, unless earlier terminated by the Corporation or the Consultant pursuant to the terms of this Agreement.

ARTICLE III **INDEPENDENT CONTRACTOR**

3.1 The Consultant represents that he is in business for himself and that he is an independent contractor for the purposes of the *Income Tax Act*. Nothing in this Agreement shall be regarded or construed as creating any relationship, whether employer/employee, joint venture, agency, association, partnership, dependent contractor or otherwise, between the Consultant and the Corporation, or between the Corporation and any Person, agent or employee related to, belonging to or employed by the Consultant, other than an independent contractor relationship as set out herein.

3.2 The Parties agree that the Corporation shall direct the Consultant only as to the results to be achieved from the provision of the Services by the Consultant, and not as to the detail, manner or method of achieving such results.

ARTICLE IV **CONSULTING SERVICES**

4.1 The Consultant shall, during the Term:

- (a) provide the Services set out in Schedule "A" to the Corporation in a timely and professional manner; and
- (b) use his professional skill, diligence and care to ensure that the Services are provided and completed to the reasonable satisfaction of the Corporation, and perform the Services in a diligent and workmanlike manner in accordance with the best industry methods, standards and practices available. The Consultant shall comply with all applicable laws, regulations, rules, codes, orders and standards imposed by the applicable federal, provincial or local government authorities with respect to the provision of any Services, and shall not subcontract the provision of any Services.

ARTICLE V **REMUNERATION**

5.1 The Corporation shall pay the Consultant a fee of \$25,000 per month (the "**Base Fee**") plus any GST payable in respect of such Services (the "**Remuneration**").

5.2 The Consultant shall render an invoice to the Corporation for Services rendered every month, or portion of a month, based upon the Base Fee (adjusted pro rata for any partial months). Where applicable, the invoice shall include GST in respect of the Services, the GST number of the Consultant

and a detailed summary of the expenses incurred, together with any supporting receipts and other invoices. The Corporation shall pay the amount of the invoice within ten (10) days of its receipt of an invoice from the Consultant in accordance with the terms of this Agreement.

5.3 The Consultant expressly acknowledges that as an independent contractor, he is not entitled to receive from the Corporation any form of remuneration or benefits whatsoever other than as expressly set out in this Article V. The Company is not obligated nor shall it make any deductions or withholdings from the Remuneration paid to the Consultant under this Agreement and the Consultant further acknowledges that he is solely responsible for remitting all applicable payments under the *Income Tax Act*, the *Employment Insurance Act*, the *Canada Pension Plan Act*, the *Excise Tax Act* and the *Workers' Compensation Act* as required by law.

5.4 The Consultant shall upon request provide the Corporation proof of remittances to the appropriate government agencies for Employment Insurance contributions, Canada Pension Plan contributions and income tax deductions.

ARTICLE VI **TERMINATION**

6.1 The Corporation may terminate this Agreement immediately without notice, in which case the Consultant shall only be entitled to receive any Remuneration owing to him up to and including the Termination Date.

6.2 The Consultant may terminate this Agreement in the event the Corporation defaults on its payment obligations in Sections 5.1 and 5.2 hereof (the "**Payment Covenant**"), which default has not been cured within five (5) business days of the Consultant providing the Corporation written notice of such default. If this Agreement is terminated under this Section 6.2, the Consultant shall only be entitled to receive any Remuneration owing to him up to and including the Termination Date.

6.3 The Consultant acknowledges and agrees that pursuant to the terms of this Agreement, he will acquire Corporation Property which is and shall remain the sole and exclusive property of the Corporation. Upon termination of this Agreement for any reason, the Consultant shall return to the Corporation all Corporation Property, together with any copies or reproductions thereof, which may have come into the Consultant's possession during the course of or pursuant to this Agreement, and shall delete or destroy all computer files on his computers and computer systems that may contain any Confidential Information belonging to the Corporation, or its Related Corporations.

ARTICLE VII **INDEMNIFICATION**

7.1 In the event that the Canada Revenue Agency, Human Resources and Skills Development Canada, Service Canada, the Workers' Compensation Board of Alberta or other applicable government agency, for whatever reason, seeks payment from the Corporation or any director, officer or employee of the Corporation, of any Taxes, benefits, premiums or other amounts arising from the Remuneration paid to the Consultant, the Consultant shall indemnify the Corporation and any of its directors, officers and employees, for the amount of any such Taxes, benefits, premiums or other amounts (including any interest and penalties).

7.2 The Consultant further agrees that the Corporation may set off an amount equal to amounts described in Section 7.1 which have been claimed against or paid by the Corporation from any Remuneration owing to the Consultant.

ARTICLE VIII
CONFIDENTIAL INFORMATION

8.1 The Consultant acknowledges and agrees that in performing the Services under this Agreement, he will become knowledgeable with respect to a wide variety of Confidential Information which is the sole and exclusive property of the Corporation and its Related Corporations, the disclosure or misuse of which would cause irreparable harm to the Corporation and its Related Corporations. The Consultant therefore agrees that during the Term, and following termination of the Agreement for any reason, he and any employee or agent of the Consultant shall treat confidentially all Confidential Information belonging to the Corporation or its Related Corporations, and shall not use or disclose the Confidential Information to any unauthorized Persons, except with the prior written consent of the Corporation, or otherwise as and to the extent required by law.

8.2 The Consultant acknowledges and agrees that the Corporation will suffer irreparable harm in the event that the Consultant breaches any of his obligations under this Article VIII, and that monetary damages would be impossible to quantify and inadequate to compensate the Corporation for such a breach. Accordingly, the Consultant agrees that in the event of a breach or a threatened breach by the Consultant of any of the provisions of this Article VIII, the Corporation shall be entitled to obtain, in addition to any other rights, remedies or damages available to the Corporation at law or in equity, an interim and permanent injunction, without having to prove damages, in order to prevent or restrain any such breach or threatened breach by the Consultant, or by any or all of the Consultant's directors, officers, employees, consultants, servants, agents, representatives and any other Persons directly or indirectly acting for, or on behalf of, or with the Consultant, and that the Corporation shall be entitled to all of its costs and expenses incurred in obtaining such relief, including reasonable solicitor and client legal costs and disbursements, and that the Corporation shall be entitled to set off against any damages or potential damages suffered by the Corporation any amounts owing to the Consultant under the terms of this Agreement.

8.3 The Consultant hereby agrees that all restrictions contained in this Article VIII are reasonable and valid, and hereby waives any and all defenses to the strict enforcement thereof by the Corporation by any lawful means, including injunctive relief. If any covenant or provision of this Article VIII is determined to be void or unenforceable in whole or in part, for any reason, it shall be deemed not to affect or impair the validity of any other covenant or provision of this Agreement, which shall remain in full force and effect.

ARTICLE IX
NOTICES

9.1 Any Notice required to be given hereunder shall be in writing may be delivered personally, by registered mail or by confirmed e-mail to the Parties hereto at the following addresses:

To the Corporation:

RBee Aggregate Consulting Ltd.
c/o Crown Private Credit Partners Inc.
333 Bay Street Suite 2730
Toronto, ON M5H 2R2

Attention: Managing Director
Email: tim.oldfield@crowncapital.ca

To the Consultant:

E-mail: david@rbeecrushing.ca

Any Notice, direction or other instrument shall, if delivered personally or sent by electronic communication, be deemed to have been given and received on the business day on which it was so delivered or sent, and if not a business day, then on the next business day, and, if sent by registered mail, shall be deemed to have been given and received on the third day following the day on which it was so mailed.

9.2 Either Party may change its address for Notice in the aforesaid manner.

ARTICLE X **GENERAL**

10.1 Crown Capital Partner Funding, LP (“**Crown**”), hereby agrees to indemnify and hold harmless the Consultant for any breach or non-performance by the Corporation of the Payment Covenant. This Section 10.1 shall expressly survive the termination of this Agreement.

10.2 This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the Parties hereby attorn to the sole jurisdiction of the Alberta courts for any dispute, action, cause or action or any other matters arising under this Agreement.

10.3 This Agreement and the Schedules herein constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements, undertakings, representations or negotiations pertaining to the subject matter of this Agreement. The Parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement.

10.4 This Agreement may not be amended or modified in any way except by written instrument signed by the Parties hereto.

10.5 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, together with their successors and permitted assigns. In the event of the termination of this Agreement for any reason, Article VII, VIII and X shall continue in full force and effect.

10.6 This Agreement may not be assigned by either Party without the prior written consent of the other Party.

10.7 The waiver by either Party of any breach of the provisions of this Agreement shall not operate or be construed as a waiver by that Party of any other breach of the same or any other provision of this Agreement.

10.8 The Parties agree to execute and deliver such further and other documents, and perform or cause to be performed such further and other reasonable acts and things as may be necessary or desirable in order to give full force and effect to this Agreement.

10.9 Should any provision in this Agreement be found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby in any way.

10.10 This Agreement may be executed in any number of counterparts, may be delivered originally, by facsimile or portable document format and each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

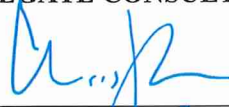
IN WITNESS WHEREOF the Parties hereto acknowledge and agree that they have read and understand the terms of this Agreement, and that they have had an opportunity to seek independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect from the date first written above.

RBEE AGGREGATE CONSULTING LTD.

Per: _____

Name: _____

Title: _____


Chris Johnson
Director

Witness

DAVID HOWELLS


ACKNOWLEDGED AND AGREED solely in respect to Section 10.1 hereof. For certainty, Crown shall have no other liability or obligation hereunder except as expressly provided in Section 10.1 hereof.

CROWN CAPITAL PARTNER FUNDING, LP
("CCPF LP") by and through its manager, **CROWN**
PRIVATE CREDIT PARTNERS INC.

Per: _____

Name: _____

Title: _____


Chris Johnson
Managing Director

IN WITNESS WHEREOF the Parties hereto acknowledge and agree that they have read and understand the terms of this Agreement, and that they have had an opportunity to seek independent legal advice prior to entering into this Agreement, and that they have executed this Agreement with full force and effect from the date first written above.

RBEE AGGREGATE CONSULTING LTD.

Per: _____
Name: _____
Title: _____



Witness



DAVID HOWELLS

ACKNOWLEDGED AND AGREED solely in respect to Section 10.1 hereof. For certainty, Crown shall have no other liability or obligation hereunder except as expressly provided in Section 10.1 hereof.

CROWN CAPITAL PARTNER FUNDING, LP
("CCPF LP") by and through its manager, **CROWN**
PRIVATE CREDIT PARTNERS INC.

Per: _____
Name: _____
Title: _____

SCHEDULE "A"
SERVICES

The following is a description of the services that the Consultant agrees to provide to the Corporation during the Term:

Assist the Corporation and, as directed by the Corporation, FTI, in providing to FTI, from the records or the Corporation, such information as is available so as to allow FTI to render services to Crown under the terms of their engagement; and such other services as agreed to from time to time.

Contribution and Indemnification Agreement

This Contribution and Indemnification Agreement, dated as of February 23, 2022 is made among Crown Capital Partner Funding, LP ("**Crown**"), Bernie Reed ("**Reed**") and 2069328 Alberta Ltd. (together with Reed, the "**Reed Parties**" and together with Crown, the "**Guarantors**").

RECITALS

WHEREAS, RBee Aggregate Consulting Ltd. (the "**Borrower**") has entered into a commitment letter with Canadian Western Bank ("**CWB**") dated as of October 2, 2017 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Loan Agreement**");

AND WHEREAS, as a condition to the Loan Agreement, the Guarantors entered into a capital call agreement with CWB dated November 7, 2017 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Capital Call Agreement**");

AND WHEREAS *inter alios*, the Guarantors and Borrower are party to a business division agreement dated February 23, 2022 (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "**Business Division Agreement**") and, as a condition to the Business Division Agreement, the Guarantors have agreed to enter into this Agreement to establish certain rights and obligations in respect to contribution and indemnification under and with respect to the Capital Call Agreement;

NOW, THEREFORE, in consideration of the mutual covenants provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I INTERPRETATION

Section 1.01 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "**Agreement**" means this contribution and indemnification agreement as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time.
- (b) "**Borrower**" is defined in the Recitals of this Agreement.
- (c) "**Business Division Agreement**" is defined in the preamble to this Agreement.
- (d) "**Capital Call Agreement**" is defined in the preamble to this Agreement.
- (e) "**Cash Call Payments**" is defined in Section 2.02 of this Agreement.
- (f) "**CWB Credit Facility**" has the meaning given to it in the Business Division Agreement.
- (g) "**Effective Date**" has the meaning given to it in the Business Division Agreement.
- (h) "**Guarantors**" is defined in the preamble to this Agreement.
- (i) "**Lender**" is defined in the Recitals of this Agreement.
- (j) "**Liabilities**" has the meaning given to it in the Business Division Agreement.

- (k) **"Loan Agreement"** is defined in the Recitals of this Agreement.

ARTICLE II GENERAL COVENANTS; CONTRIBUTION; AND INDEMNIFICATION

Section 2.01 Consent. Neither Crown nor the Reed Parties shall unilaterally remit payment to CWB under the Capital Call Agreement without the prior consent of the other, provided that in the event that the property, assets and business of the Borrower are liquidated and there remains an amount properly due and owing to CWB under the Capital Call Agreement, neither party shall require the consent of the other in order to remit such payment to CWB.

Section 2.02 Contribution. In the event that the Guarantors make loans to, or investments in, the Borrower as required under the Capital Call Agreement and after consent of the other as required under section 2.01 after the date hereof (collectively, **"Cash Call Payments"**), Crown, for its part, and the Reed Parties for their part, agree to jointly and severally (as applicable) indemnify the other party(ies) to the extent that either Crown, for its part, or the Reed Parties for their part, contributes more than 50% of the aggregate Cash Call Payments, provided that any repayment of the principal indebtedness (as applicable) of the Borrower to either Crown or the Reed Parties which is made after the date the Cash Call Payments are made, shall go to reduce the balance of the Cash Call Payments attributable to such party dollar-for-dollar. For illustrative purposes if each of Crown and the Reed Parties contribute \$100 of Cash Call Payments to the Borrower and, subsequently (a) Crown recovers \$50 of indebtedness owing to it by the Borrower, Crown shall provide a contribution payment of \$25 to the Reed Parties; or (b) as an alternative scenario, Crown recovers \$500 of indebtedness owing to it by RBee, Crown shall provide a contribution payment of \$100 to the Reed Parties.

Section 2.03 Indemnification. In the event Crown elects (a) not to proceed with the commencement of the liquidation of the property and assets of RBee, or such other substantially similar process, within a reasonable period of time following the Effective Date which, for certainty, shall not be later than six (6) months from and after the Effective Date (the **"Outside Date"**), and (b) to otherwise keep the CWB Credit Facility in place and operate the Business beyond the Outside Date, Crown shall from and after the Outside Date, as an alternative to the contribution payment contemplated under Section 2.02, either (i) obtain a release of the Reed Parties under the Capital Call Agreement, or (ii) indemnify and hold harmless the Reed Parties for any Liabilities under the Capital Call Agreement which may accrue from and after such date. For certainty, nothing in this Section 2.03 shall be interpreted so as to require Crown to fully complete, or cause the Borrower to fully complete, any liquidation or similar process commenced prior to the Outside Date in order to avoid the application of Sections 2.03(i) and (ii), provided Crown at all times subsequent to the Outside Date uses commercially reasonable efforts to complete, or to cause the Borrower to complete, any such process or related process which was commenced prior to the Outside Date.

ARTICLE III MISCELLANEOUS

Section 3.01 Governing Law and Jurisdiction.

- (a) This Agreement and any claim, controversy, dispute or cause of action based upon, arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- (b) Any action or proceeding arising out of or based upon this Agreement may be brought in the courts of the Province of Alberta, and each party irrevocably submits and agrees to attorn to the exclusive jurisdiction of such courts in any such action or proceeding. The parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead in any such court

that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 3.02 Amendments and Modifications. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. The agreement in writing shall then be binding on the parties thereto.

Section 3.03 Waiver. No waiver by any party of the provisions hereto is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 3.04 Notices.

- (a) All notices and other communications provided hereunder (each, a "**Notice**") shall be in writing and be delivered by email of a PDF document to the addresses of parties set forth on the signature page hereto (or such other addresses that may be designated by the receiving party from time to time in accordance with this Section 3.04), with a copy to counsel as follows (*which shall not constitute notice*): (i) as to the Reed Parties, gbiasini@moodystax.com; and (ii) as to Crown, CHahn@mltaikins.com.
- (b) Notices shall be deemed to have been given upon receipt by the sender of an acknowledgement from the recipient, such as by the return receipt requested function, return email or other written acknowledgement (if delivered by email of a PDF document), except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, then on the next business day for the recipient.

Section 3.05 Successors and Assigns.

- (a) This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and permitted assigns.
- (b) Neither party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other parties hereto.

Section 3.06 Interest on Overdue Amounts.

- (a) If all or any portion of any amount due and payable hereunder is not paid when due, the applicable payor shall pay interest on such overdue amount (including interest on interest) if, and to the fullest extent, permitted by applicable law, from the date that such amount is due until the date that such amount is paid in full (but excluding the date of such payment if the payment is made for value before 1:00pm MST), at a rate of interest per annum equal to 5% per annum.
- (b) Interest shall be calculated daily, compounded on the last business day of each calendar month, and payable on demand, both before and after maturity, default and judgment.

Section 3.07 Termination.

- (a) This Agreement shall remain in full force and effect until the termination of the Capital Call Agreement or the expiry of the obligations thereunder, shall be binding upon, and enure to

the benefit of, the Guarantors and their respective heirs, administrators, personal representatives, successors and permitted assigns.

- (b) Notwithstanding the foregoing, at the time the Reed Parties are released from their obligations under the Capital Call Agreement, this Agreement shall automatically terminate (without prejudice to any rights or remedies accrued hereunder prior to the date of termination).

Section 3.08 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 3.09 Conflict. In the event of a conflict or inconsistency between this Agreement and the Business Division Agreement, this Agreement shall govern and control.

Section 3.10 Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 3.11 Counterparts and Electronic Transmission. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which when taken together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery by an original signed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**Crown Capital Partner Funding, LP, by its
manager, Crown Private Credit Partners Inc.**

By: 

Name: _____

Email: Chris Johnson

2069328 Alberta Ltd.

By: _____

Name: Bernie Reed, Director

Email: _____

Signed in the presence of _____

)

)

)

Witness _____

Signed in the presence of _____

)

Bernie Reed

Email: _____

[Signature page to Contribution Agreement.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Crown Capital Partner Funding, LP, by its
manager, Crown Private Credit Partners Inc.

By: _____
Name:
Email:

2069328 Alberta Ltd.

By: 
Name: Bernie Reed, Director
Email:

Signed in the presence of



Witness

Signed in the presence of

)
)
)
)
)


Bernie Reed
Email:

[Signature page to Contribution Agreement.]

RESOLUTIONS OF THE DIRECTORS OF **A-1 QUALITY BELTING LTD.** (“**Corporation**”), PASSED BY THE SIGNATURES OF THE DIRECTORS, EFFECTIVE FEBRUARY 23, 2022, PURSUANT TO THE PROVISIONS OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

WHEREAS:

- A. Pursuant to the terms and conditions set out in the business divisions agreement dated the date hereof (the “**Business Division Agreement**”), among RBee Aggregate Consulting Ltd. (“**RBee**”), 2069328 Alberta Ltd. (“**2069328**”), Crown Capital Partner Funding, LP, Corporation, Bernie Reed (“**Reed**”) and David Howells (“**Howells**”), the parties thereto agreed to divide the business assets of RBee through: (i) the sale by RBee of the Subject Assets to A-1, and (ii) the sale by 2069328 to RBee of the Subject Share which is held by 2069328 as bare trustee for the Corporation;
- B. Corporation is required to execute and deliver certain documents in connection with the closing of the transactions contemplated by the Business Division Agreement as further set out in the Business Division Agreement (the “**Ancillary Documents**”); and
- C. Terms used but not defined herein have the meaning set out in the Business Division Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

APPROVAL OF BUSINESS DIVISION

- 1. The creation, execution and delivery by Corporation of the Business Division Agreement and the Ancillary Documents, and the performance of Corporation’s obligations thereunder, be and are hereby authorized and approved.
- 2. Any director of Corporation is hereby authorized, in the name and on behalf of Corporation, under corporate seal or otherwise, to execute and deliver the Business Division Agreement and the Ancillary Documents, with such alterations and additions as such director may approve (the approval of such alterations and additions (if any) to be deemed to be proved by the execution of such by the director) and such execution shall be conclusive evidence that the Business Division Agreement and Ancillary Documents so executed are the agreements and documents authorized by this resolution.

SALE AND TRANSFER OF SUBJECT SHARE

- 3. The sale and transfer of the Subject Share by 2069328 to RBee in the manner set out in the Business Division Agreement and for the consideration set out therein is hereby approved and authorized.

GENERAL

- 4. Any director or officer of the Corporation is hereby authorized to do such further acts and things and to execute and deliver such other agreements, documents, deeds and instruments as may be necessary or desirable to give effect to the above resolutions and the transactions contemplated thereby.
- 5. These resolutions may be signed by electronic means and in as many counterparts as may be necessary, each of which shall be deemed to be an original, and shall constitute one and the same

instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

WITNESS the signature of the sole director as of the date first written above.


BERNARD REED

JOINT RESOLUTIONS OF THE SHAREHOLDERS AND DIRECTORS OF **RBEE AGGREGATE CONSULTING LTD. ("RBEE")**, PASSED BY THE SIGNATURES OF THE SHAREHOLDERS AND DIRECTORS, EFFECTIVE FEBRUARY 23, 2022, PURSUANT TO THE PROVISIONS OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

WHEREAS:

- A. Pursuant to the terms and conditions set out in the business divisions agreement dated the date hereof (the "**Business Division Agreement**"), among RBee, 2069328 Alberta Ltd. ("**2069328**"), Crown Capital Partner Funding, LP, A-1 Quality Belting Ltd. ("**A-1**"), Bernie Reed ("**Reed**") and David Howells ("**Howells**"), the parties thereto agreed to divide the business assets of RBee through: (i) the sale by RBee of the Subject Assets to A-1, and (ii) the sale by 2069328 to RBee of the Subject Share;
- B. RBee is required to execute and deliver certain documents in connection with the closing of the transactions contemplated by the Business Division Agreement including, without limitation, mutual releases and resignations with Reed and Howells, respectively, termination agreements with respect to consulting, expert, and employment agreements, and a consulting agreement with Howells, each as further set out in the Business Division Agreement (the "**Ancillary Documents**"); and
- C. Terms used but not defined herein have the meaning set out in the Business Division Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

APPROVAL OF BUSINESS DIVISION

- 1. The creation, execution and delivery by RBee of the Business Division Agreement and the Ancillary Documents, and the performance of RBee's obligations thereunder, be and are hereby authorized and approved.
- 2. Any director of RBee is hereby authorized, in the name and on behalf of RBee, under corporate seal or otherwise, to execute and deliver the Business Division Agreement and the Ancillary Documents, with such alterations and additions as such director may approve (the approval of such alterations and additions (if any) to be deemed to be proved by the execution of such by the director) and such execution shall be conclusive evidence that the Business Division Agreement and Ancillary Documents so executed are the agreements and documents authorized by this resolution.

TRANSFER OF SUBJECT SHARE

- 3. The transfer of the Subject Share by 2069328 to RBee in the manner set out in the Business Division Agreement is hereby approved and authorized.
- 4. The corporate records of RBee be updated to reflect the aforesaid transfer of the Subject Share and arrangements be made for the cancellation of the share certificate representing the Subject Share.

REMOVAL OF DIRECTORS

- 5. That the resignations of Reed and Howells as directors and officers of RBee are hereby accepted and the corporate records of RBee be updated to reflect the same.

GENERAL

6. Any director or officer of the Corporation is hereby authorized to do such further acts and things and to execute and deliver such other agreements, documents, deeds and instruments as may be necessary or desirable to give effect to the above resolutions and the transactions contemplated thereby.
7. These resolutions may be signed by electronic means and in as many counterparts as may be necessary, each of which shall be deemed to be an original, and shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

[Signature Page to Follow.]

WITNESS the signatures of the shareholders as of the date first written above.

2069328 ALBERTA LTD.

Per:



Name: Bernard Reed

Title: President

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

Per:

Name:

Title:

WITNESS the signatures of the directors as of the date first written above.

CHRISTOPHER JOHNSON

TIMOTHY OLDFIELD



BERNIE REED



DAVID HOWELLS

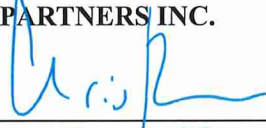
[Signature Page to Joint Resolution]

WITNESS the signatures of the shareholders as of the date first written above.


2069328 ALBERTA LTD.

Per: _____
Name:
Title:

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

Per: 
Name: Chris Schrag
Title: Managing Director

WITNESS the signatures of the directors as of the date first written above.


CHRISTOPHER JOHNSON


TIMOTHY OLDFIELD

BERNIE REED

DAVID HOWELLS

[Signature Page to Joint Resolution]

RESOLUTIONS OF THE DIRECTORS OF **2069328 ALBERTA LTD.** ("**Corporation**"), PASSED BY THE SIGNATURES OF THE DIRECTORS, EFFECTIVE FEBRUARY 23, 2022, PURSUANT TO THE PROVISIONS OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)

WHEREAS:

- A. Pursuant to the terms and conditions set out in the business divisions agreement dated the date hereof (the "**Business Division Agreement**"), among RBee Aggregate Consulting Ltd. ("**RBee**"), 2069328 Alberta Ltd. ("**2069328**"), Crown Capital Partner Funding, LP, A-1 Quality Belting Ltd. ("**A-1**"), Bernie Reed ("**Reed**") and David Howells ("**Howells**"), the parties thereto agreed to divide the business assets of RBee through: (i) the sale by RBee of the Subject Assets to A-1, and (ii) the sale by 2069328 to RBee of the Subject Share;
- B. Corporation is required to execute and deliver certain documents in connection with the closing of the transactions contemplated by the Business Division Agreement as further set out in the Business Division Agreement (the "**Ancillary Documents**"); and
- C. Terms used but not defined herein have the meaning set out in the Business Division Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT:

APPROVAL OF BUSINESS DIVISION

- 1. The creation, execution and delivery by Corporation of the Business Division Agreement and the Ancillary Documents, and the performance of Corporation's obligations thereunder, be and are hereby authorized and approved.
- 2. Any director of Corporation is hereby authorized, in the name and on behalf of Corporation, under corporate seal or otherwise, to execute and deliver the Business Division Agreement and the Ancillary Documents, with such alterations and additions as such director may approve (the approval of such alterations and additions (if any) to be deemed to be proved by the execution of such by the director) and such execution shall be conclusive evidence that the Business Division Agreement and Ancillary Documents so executed are the agreements and documents authorized by this resolution.

SALE AND TRANSFER OF SUBJECT SHARE

- 3. The sale and transfer of the Subject Share by Corporation to RBee in the manner set out in the Business Division Agreement and for the consideration set out therein is hereby approved and authorized.

GENERAL

- 4. Any director or officer of the Corporation is hereby authorized to do such further acts and things and to execute and deliver such other agreements, documents, deeds and instruments as may be necessary or desirable to give effect to the above resolutions and the transactions contemplated thereby.
- 5. These resolutions may be signed by electronic means and in as many counterparts as may be necessary, each of which shall be deemed to be an original, and shall constitute one and the same

instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

WITNESS the signature of the sole director as of the date first written above.


BERNARD REED

CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE REGISTRY

A-1 QUALITY BELTING LTD.
INCORPORATED IN ALBERTA ON 2003/09/09
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2022/02/23



CERTIFICATE OF STATUS

Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE REGISTRY

RBEE AGGREGATE CONSULTING LTD.
INCORPORATED IN ALBERTA ON 2017/09/13
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2022/02/23



CERTIFICATE OF STATUS

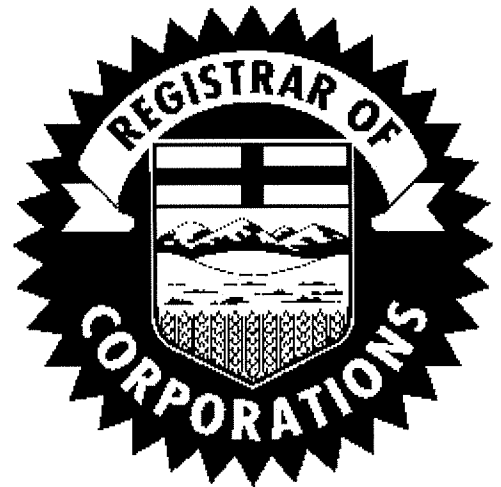
Form 32

I CERTIFY THAT ACCORDING TO THE OFFICIAL RECORDS OF THE CORPORATE REGISTRY

2069328 ALBERTA LTD.
INCORPORATED IN ALBERTA ON 2017/09/19
IS AS OF THIS DATE A VALID AND SUBSISTING CORPORATION.

GIVEN UNDER MY SEAL OF OFFICE IN THE PROVINCE OF ALBERTA.

DATED: 2022/02/23



Bill of Sale

THIS AGREEMENT is made effective March 7, 2022 (the "**Effective Date**").

BY:

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

IN FAVOUR OF:

A-1 QUALITY BELTING LTD.
a body corporation, incorporated under the laws
of the Province of Alberta
(the "**Purchaser**")

RECITALS:

A. Pursuant to a Business Division Agreement dated February [], 2022 and made among, inter alios, the parties hereto (the "**Business Division Agreement**") the Purchaser has agreed to purchase certain assets (the "**Subject Assets**") as more particularly set out in the Business Division Agreement and repeated in Schedule "A" hereto. The Vendor has agreed to sell, and the Purchaser has agreed to purchase the Subject Assets in accordance with the terms and conditions of the Business Division Agreement

B. The Vendor is the legal and beneficial owner of the Subject Assets.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party hereto), the undersigned hereby agrees as follows:

1. DEFINITIONS

In this Agreement, including the recitals hereto, the definitions provided for in the Business Division Agreement are adopted herein by this reference.

2. CONVEYANCE

The Vendor, pursuant to and for the consideration provided for in the Business Division Agreement, the receipt and sufficiency of which is acknowledged by the Vendor, hereby sells, assigns, transfers, conveys and sets over the Assets to the Purchaser, to have and to hold the same absolutely, together with all benefit and advantage to be derived therefrom, including without limitation all of the right, titled and interest of the Vendor.

3. SUBORDINATE DOCUMENT

This Bill of Sale is executed and delivered by the Vendor for the purposes of the Business Division Agreement and the provisions of the Business Division Agreement shall prevail and govern in the event of a conflict between the provisions of the Business Division Agreement and this Bill of Sale.

4. **ENUREMENT**

This Bill of Sale shall be binding upon, and shall enure to the benefit of each of, the parties hereto and their respective successors and permitted assigns.

5. **FURTHER ASSURANCES**

Each party hereto will, from time to time and at all times hereafter, at the request of the other party, but without further consideration, do all such further acts and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the true intent and the terms hereof.

6. **MERGER**

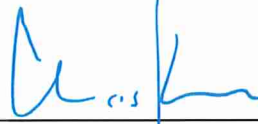
Nothing contained herein shall in any way result in a merger of the terms and conditions of the Business Division Agreement with the terms and conditions of this Bill of Sale and the parties specifically agree that all such terms and conditions of the Business Division Agreement shall continue to apply to the within conveyance.

[Signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

RBEE AGGREGATE CONSULTING LTD.

PER: _____

A handwritten signature in blue ink, appearing to be 'A. S. K.', written over a horizontal line.

A-1 QUALITY BELTING LTD.

PER: _____

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

RBEE AGGREGATE CONSULTING LTD.

PER: _____

A-1 QUALITY BELTING LTD.

PER: _____

SCHEDULE A
BILL OF SALE

RB Ref	Description	Make		Serial Number	Ritchie Bros Valuation
128	Jaw Plant	Pioneer / Clemro 2854 Portable Jaw Crushing Plant C/W 54 In X 28 In Jaw Crusher, 55 In X 43 Ft Under Crusher Conveyor		403176/1094-3097	\$88,500.00
43	HP 400 Cone	1997 METSO HP400		HP40048 and/or HP40043	\$86,500.00
55	TRK Scale	2 pc bridge		Precision	\$16,500.00
129	HP400-2	1997 WRT HP400		97154600	\$81,500.00
41	16x54 Jaw	Pioneer		1654-1 and/or CL16541	\$76,500.00
22	D9R	1996 Caterpillar D9R		7TL00556	\$113,500.00
31	Crane	Grove		71974	\$16,500.00
32	Feeder	2014 Sumas 4854		010120144854	\$100,000.00
24	D8N Dozer	1995 Caterpillar D8N		5TJ02843	\$65,000.00
34	Surge Bin	2013 Elrus		M6233ERC13SB	\$81,500.00
33	Jaw/Screen	2005 Clemro		12993722	\$143,500.00
34	HP500-7 Cone	2007 METSO PH500HP- RD		20553231	\$168,500.00
35	HP500-8	METSO		30100	\$150,000.00
26	D7R-1	2001 Caterpillar D7R XR		2EN01164	\$101,500.00
2	D7R-4	2005 Caterpillar D7R XR		AGN00819	\$103,500.00
5	988-01-02	2001 Caterpillar 988G Wheel Loader		CAT0988GA2TW00515	\$39,000.00
3	998-H-15	2008 Caterpillar 988H Wheel Loader		CAT0998HPBXY02362	\$93,500.00
4	988H-22	2006 Caterpillar 988H Wheel Loader		CAT0988HCBXY01094	\$81,500.00
32	2054 Jaw	2009 Clemro		15544293	\$171,500.00
158	Power Van	2015 Vanguard		5V8VA5326FM507903	\$181,500.00
36	Feeder	Clemro 42 x 48 Aggregate Feeder		14644120	\$61,500.00
25	Feeder	2016 Sumas 4854		48540256	\$91,500.00
205	500 Cone	2008 METSO HP500		124633	\$100,000.00
47	Control Van & Control Tower	Elrus/Manac 1995 Manac 94348002 Control Van with Switch Gear	Control Van	2M5921468S7036110/ M3426ER04CT	\$83,500.00
49	Conveyer	Elrus 42" 120'		24-09	\$16,500.00
50	Surge Bin	1989 Elrus M1110		ER89SB501	\$22,500.00
51	Surge Bin	Elrus		ER86SB09	\$21,500.00

RB Ref	Description	Make		Serial Number	Ritchie Bros Valuation
52	Surge Bin	2012 Elrus M5959		M5950ERC12SB	\$38,500.00
83	Conveyor	Shop built 28 in x 60 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 7,300
84	Conveyor	Shop built 42 in x 40 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 6,300
85	Conveyor	Shop built 48 in x 65 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 5,500
86	Conveyor	Shop built 42 in x 40 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 5,300
87	Conveyor	Shop built 36 in x 50 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 6,300
88	Conveyor	Shop built 36 in x 50 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 6,000
89	Conveyor	Shop built 32 in x 34 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 4,700
90	Conveyor	Shop built 36 in x 50 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 5,700
91	Conveyor	Shop built 42 in x 50 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 6,000
92	Conveyor	Shop built 36 in x 45 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 5,700
93	Conveyor	Shop built 42 in x 30 ft Portable Transfer Conveyor	Aggregate Handling Equipment		\$ 3,700
94	Conveyor	Shop built 36 in x 45 ft Stationary Transfer Conveyor	Aggregate Handling Equipment		\$ 5,700
95	1245579	2003 Sullair 750 750 cfm Mobile Air Compressor	Air Compressors and Treatment Equipment	004-139297	\$ 9,700

RB Ref	Description	Make		Serial Number	Ritchie Bros Valuation
96	1242464	2012 Thor 136x36TEL500SLC 36 in x 136 ft Portable Telescopic Radial Stacking Conveyor	Aggregate Handling Equipment	1412	\$ 106,500
34	Conveyer	Cedar Rapid		944482	\$4,300.00
33	Motor Grader	Caterpillar 14G		96U04334	\$30,000.00
108	Feeder	Clemro		1352-3876	\$50,000.00
6	Feeder	2007 Clemro 42x48 8 ft 6 in x 16 ft Aggregate Feeder		1459-4120	\$58,500.00
110	Conveyer	42" 100'		42X100-1	\$38,500.00
125	Jaw Crush	2007 Elrus 3054		M4063ER06JP	\$165,000.00
121	Jaw	Clemro 2536		06521898	\$83,500.00
133	Screen Plant	Clemro 6x18		FIL14050/FIL14950	\$55,000.00
135	Screen Plant	Clemro 6x20 Portable Incline Screen Plant c/w 42X72 conveyor		0290	\$51,500.00
138	Mulcher	Bron BR550-1		BR550-1	\$41,500.00
142	Fuel Tank	2007 Northern Steel RB0272		H-102058	\$28,500.00
143	1245815	RB0027	Containers	APJ226983	\$ 2,200.00
144	1238489	Fruehauf RBTR022 / VT- 0803	Van Trailers	DXT280803	\$ 3,000.00
145	1238471	1994 Fruehauf VT-4335	Van Trailers	1H2V05322RE034335	\$ 6,000.00
146	1238464	1993 Fruehauf FBHLP9	Van Trailers	1H2V04827PE026845	\$ 3,500.00
147	1242470	VT407	Van Trailers		\$ 1,800.00
148	1241371	2000 Manac 94353005 TD23	Van Trailers	2M5931615Y1067485	\$ 35,000.00
149	1241439	1997 Mond TR305	Van Trailers	2MN123145VJ226395	\$ 5,200.00
150	1238505	1987 Roussy VT-5488	Van Trailers	2R1B3W3C3H1005488	\$ 4,300.00
151	1241342	2000 Stoughton VT-2671	Van Trailers	1DW1A5329YS402671	\$ 4,800.00
152	1238498	2004 Stoughton VT-5412	Van Trailers	1DW1A53244S685412	\$ 6,200.00
153	1242515	Strick T/A RBTR 168	Van Trailers	1S12E9538RE366168	\$ 3,700.00
154	1238516	2002 Trailmobile RBTW6	Van Trailers	1PT01JAR029003950	\$ 21,000.00
132	500 Cone	1997 WRT 97P500		97170301	\$78,500.00
23	D8R-10	2003 Caterpillar D8R		6YZ01491	\$98,500.00
25	D8R-9	1997 Caterpillar D8R		7XM02208	\$75,000.00
2	D8R-8	1997 Caterpillar D8R		7XM02205	\$86,500.00
TOTAL					\$3,621,400

NO INTEREST LETTER

To: A-1 Quality Belting Ltd. (“**A-1**”)

And To: RBee Aggregate Consulting Ltd. (“**RBee**”)

Re: Sale of Subject Assets of RBee to A-1 (the “**Asset Sale**”) pursuant to a business division agreement dated February 23, 2022 among, *inter alios*, A-1, RBee, and the undersigned (the “**Business Division Agreement**”)

Date: March 7, 2022

THE UNDERSIGNED, being the holder of certain security (the “**Security**”) against the Subject Assets, for good and valuable consideration, the receipt of which is hereby unconditionally acknowledged, confirms and agrees as follows:

1. Effective upon the consummation of the Asset Sale and receipt by RBee of the consideration for the Subject Assets as provided for in the Business Division Agreement, the undersigned hereby:
 - (a) releases and discharges the Subject Assets from the Security and confirms that it has no interest in the Subject Assets, whether as owner or by any security interest; and
 - (b) confirms and agrees that it will at the request and cost of A-1, execute and deliver such further documents and take such further steps as are reasonably necessary and appropriate to give effect to the intent and meaning of this No Interest Letter.
2. This No Interest Letter shall enure to the benefit of any and all successors and assigns of the parties hereto.
3. Capitalized terms used and not defined herein, shall have the meanings ascribed to them in the Business Division Agreement.
4. This No Interest Letter is to be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to any principles of conflicts of law.
5. This No Interest Letter may be executed and delivered by electronic means, which will be deemed to have the same effect as if the original signature had been delivered to the other party.

[Signature page to follow.]



DATED as of the date set forth above.

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

Per: 

Name:

Title:

[Signature page to No Interest Letter.]

From: Canadian Western Bank ("CWB")
To: A-1 Quality Belting Ltd. (the "Purchaser")
And to: RBEE Aggregate Consulting Ltd. (the "Debtor")
And to: MLT Aikins LLP (solicitors for the Debtor)
And to: McLennan Ross LLP (solicitors for CWB)

Re: Alberta Personal Property Registry No. 17110630024 (together with its amendments to that registration Nos. 18041720056, 18043028193, ,18080827819, 19021326057, 19040933269, 19052227942, 19052745802, 19080930348, 19081914505, 19091005481, 19091025353, 19110444033, 20060514375, 21020412743) against the Debtor in favour of CWB as the Secured Party.

Please accept this letter together with the initialed Schedule "A" as confirmation that Canadian Western Bank holds no interest in the equipment listed thereon and it will discharge all encumbrances.

Further, Canadian Western Bank consents to the sale and disposition of the equipment listed in Schedule "A" by the Debtor to the Purchaser.

We trust the foregoing is satisfactory. If you have any questions or concerns, please contact the undersigned at 587-956-6505 or by email at Tyson.Hartwell@cwbank.com

Sincerely,

CANADIAN WESTERN BANK

Per: 

Tyson Hartwell, AVP, SAMU


Per: 

Dean Chan, Sr. AVP, SAMU

SCHEDULE "A"

RB Ref	Description	Make		Serial Number
128	Jaw Plant	Pioneer / Clemro 2854 Portable Jaw Crushing Plant C/W 54 In X 28 In Jaw Crusher, 55 In X 43 Ft Under Crusher Conveyor		403176/1094-3097
43	HP 400 Cone	1997 METSO HP400		HP40048 and/or HP40043
55	TRK Scale	2 pc bridge		Precision
129	HP400-2	1997 WRT HP400		97154600
41	16x54 Jaw	Pioneer		1654-1 and/or CL16541
22	D9R	1996 Caterpillar D9R		7TL00556
31	Crane	Grove		71974
32	Feeder	2014 Sumas 4854		010120144854
24	D8N Dozer	1995 Caterpillar D8N		5TJ02843
34	Surge Bin	2013 Elrus		M6233ERC13SB
33	Jaw/Screen	2005 Clemro		12993722
34	HP500-7 Cone	2007 METSO PH500HP- RD		20553231
35	HP500-8	METSO		30100
26	D7R-1	2001 Caterpillar D7R XR		2EN01164
2	D7R-4	2005 Caterpillar D7R XR		AGN00819
5	988-01-02	2001 Caterpillar 988G Wheel Loader		CAT0988GA2TW00515
3	998-H-15	2008 Caterpillar 988H Wheel Loader		CAT0998HPBXY02362
4	988H-22	2006 Caterpillar 988H Wheel Loader		CAT0988HCBXY01094
32	2054 Jaw	2009 Clemro		15544293
158	Power Van	2015 Vanguard		5V8VA5326FM507903
36	Feeder	Clemro 42 x 48 Aggregate Feeder		14644120
25	Feeder	2016 Sumas 4854		48540256
205	500 Cone	2008 METSO HP500		124633
47	Control Van & Control Tower	Elrus/Manac 1995 Manac 94348002 Control Van with Switch Gear	Control Van	2M5921468S7036110/ M3426ER04CT
49	Conveyer	Elrus 42" 120'		24-09
50	Surge Bin	1989 Elrus M1110		ER89SB501
51	Surge Bin	Elrus		ER86SB09
52	Surge Bin	2012 Elrus M5959		M5950ERC12SB

Initials of CWB's representative:

 DC

RB Ref	Description	Make		Serial Number
83	Conveyor	Shop built 28 in x 60 ft Portable Transfer Conveyor	Aggregate Handling Equipment	
84	Conveyor	Shop built 42 in x 40 ft Stationary Transfer Conveyor	Aggregate Handling Equipment	
85	Conveyor	Shop built 48 in x 65 ft Portable Transfer Conveyor	Aggregate Handling Equipment	
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94	Conveyor	Shop built 36 in x 45 ft Stationary Transfer Conveyor	Aggregate Handling Equipment	
95	1245579	2003 Sullair 750 750 cfm Mobile Air Compressor	Air Compressors and Treatment Equipment	004-139297
96	1242464	2012 Thor 136x36TEL500SLC 36 in x 136 ft Portable Telescopic Radial Stacking Conveyor	Aggregate Handling Equipment	1412


Initials of CWB's representative:



DC

RB Ref	Description	Make		Serial Number
34	Conveyer	Cedar Rapid		944482
33	Motor Grader	Caterpillar 14G		96U04334
108	Feeder	Clemro		1352-3876
6	Feeder	2007 Clemro 42x48 8 ft 6 in x 16 ft Aggregate Feeder		1459-4120
110	Conveyer	42" 100'		42X100-1
125	Jaw Crush	2007 Elrus 3054		M4063ER06JP
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142	Fuel Tank	2007 Northern Steel RB0272		H-102058
143	1245815	RB0027	Containers	APJ226983
144	1238489	Fruehauf RBTR022 / VT-0803	Van Trailers	DXT280803
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23	D8R-10	2003 Caterpillar D8R		6YZ01491
25	D8R-9	1997 Caterpillar D8R		7XM02208
2	D8R-8	1997 Caterpillar D8R		7XM02205

Initials of CWB's representative:

 DC