

Clerk's stamp:

COURT FILE NUMBER: 2101 05019

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE: Calgary

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as
amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF COALSPUR MINES (OPERATIONS)
LTD.

APPLICANT(S): CONSTRUCTION E LINK, INC.

DOCUMENT: **AFFIDAVIT OF KEVIN LATHAN**

ADDRESS FOR SERVICE AND CONTACT
INFORMATION OF PERSON FILING THIS DOCUMENT: Field LLP
Barristers and Solicitors
2500, 10175 - 101 Street NW
Edmonton, AB T5J 0H3
Ph: (780) 423-3003 Fax: (780) 428-9329
File No. 74151-3
Attn: Lindsey E. Miller

**AFFIDAVIT OF KEVIN LATHAN
SWORN (OR AFFIRMED) ON OCTOBER 22, 2021**

I, **KEVIN LATHAN**, of the City of Clearwater, in the State of Florida, of the United States of America,
MAKE OATH/AFFIRM AND SAY THAT:

1. I am the President of Construction e Link, Inc. ("ELink"), and as such have personal knowledge of the fact and matters herein attested to except where stated to be based upon information and belief, in which case I do verily believe the same to be true.

Parties

2. ELink is a Florida corporation incorporated and carrying on business in the State of Florida, in the United States of America.

3. ELink is a very small company that assists infrastructure and civil constructors with products and services related to environmentally-friendly solutions to heavy equipment access. We have developed some patented products over the years and one such product is the Omega Beam (the “Beam”). We provide engineered material solutions for supporting unique heavy loads and this requires both technical and operational understanding which we undertake as a necessary element on every sale. Attached as Exhibit “A” to this my Affidavit are photographs of the Beams.

4. Unfortunately, this CCAA proceeding has put our entire entrepreneurial enterprise in financial jeopardy.

5. Coalspur Mines (Operations) Ltd. (“Coalspur”) operates as a coal mine in Hinton, Alberta (the “Mine”).

6. Coalspur is the registered owner of coal lease rights (the “Lands”) as follows:

Agreement Type/Number	Land
013 1308120624	All Lands

Contract for material and service with Coalspur

7. On September 9, 2020 Coalspur approached ELink to supply patented Omega Beams (the “Beams”) for assembly into a temporary bridge at the Mine. Coalspur advised me that it had searched for many months for an appropriate heavy bridge solution before finding ELink.

8. The Beams are a unique material solution designed to support some of the heaviest truckloads in the world. ACROW Bridge, the world leaders in heavy and temporary bridging, uses the Beams in cases where load and bridge capacity requirements surpass even their product offerings, and ACROW Bridge referred Coalspur to ELink due to their specific needs.

9. Coalspur faced environmental challenges related to getting their 500 Ton mining trucks to a new area of the Mine. Coalspur needed to protect a fish-bearing stream while enabling some of the largest trucks on the planet to safely drive over the body of water without disrupting its flow nor its benthic

profile. Attached as Exhibit "B" to this my Affidavit are photographs of the mining trucks that Coalspur uses.

10. Due to the nature of the product and its uses, is of the utmost important to guide Beam users during the construction process especially when dealing with super heavy loads. The loads of a truck are both moving and potentially bouncing up and down. Hence, the Beams need to be affixed to a foundation for lateral support and to gravity anchors to provide lateral support, then topped with a deck that distributes the trucks huge wheel loads. When such a unique beam element like the Beams is supplied, it is essential to the client, the users, the community, and the environment to provide such services after the delivery. The bridge structure is about fifteen (15) times stronger than a typical highway bridge, hence service in the form of necessary consultation is part of any sale we make.

11. Given the unique and specialized nature, the intended installation and use of these Beams, ELink represented to Coalspur during negotiations for the purchase of the Beams that ELink would provide continuing consultative and support services to Coalspur before and after delivery of the Beams, particularly regarding installation and assembly of the Beams into a functional bridge.

12. On or about November 30, 2020, ELink and Coalspur into a purchase agreement (the "Purchase Agreement") pursuant to which, among other things:

- a. Coalspur agreed to purchase from ELink 10 Beams for use as a temporary bridge at the Mine;
- b. The purchase price was \$28,900 USD per Beam, plus \$1,600 USD per Beam blast and gray coating, for a total purchase price of \$305,000.00 USD;
- c. The purchase price would be invoiced 25% on the date of the Purchase Agreement, 25% upon completion of the final design of the project; 25% on the first delivery of the Beams and 25% within 45 days of the last Beam delivered to Coalspur;
- d. Coalspur would pay to ELink such invoiced amounts within 30 calendar days of receipt of such invoices;
- e. The Purchase Agreement was governed by the law of Alberta and is a contract made in the Province of Alberta;
- f. Coalspur was to retain 10% of the value of the "services actually performed and the materials furnished" to release the holdback to ELink pursuant to the terms of the Builders' Lien Act. When 45 days expired from the date of the certificate of substantial performance in respect of the delivery of the Beams, and no liens

registered with respect to ELink's delivery of the Beams, Coalspur was to release ELink's portion of the major lien fund to ELink (Section 15); and,

- g. That a "Special Condition" was that access would be provided to the project site to ELink by Coalspur in the Summer 2021 (Section 13).

Attached as Exhibit "C" to this my Affidavit is a copy of the Purchase Agreement.

13. The inclusion of the Special Condition requiring access in Summer 2021 in Section 13 was intended to allow Construction e Link, Inc. to be able to have permission to access, inspect and evaluate the performance of Omega Beams after they had been in service supporting super heavy loads during both the winter and the summer season. Structural steel behaves differently seasonally; the loadings, extreme and geotechnical conditions and frost heaves are typically evaluated as well. This type of inspection and project review is necessary part of our service offering that ELink promises and the clients, including Coalspur, expect. The reference to "assistance to be facilitated by Buyer" was due the COVID restrictions in place at the time, as it was anticipated there could be difficulty entering Canada in order to inspect the Beams at the project site.

14. On or about December 16, 2020, ELink delivered the Beams to Coalspur.

15. Both before and after delivery, ELink continued to render services to Coalspur by telephone and other electronic methods for the bridge construction project, with the majority of the work being done after delivery with Mr. Ian Shaw of Coalspur (the "Services").

16. The Services included:

- a. Assisting efforts in the proper incorporation of Beams into the bridge foundation that supports and connects to the Beams.
- b. Sourcing and providing practical and technical guidance on the bridge's deck structure that was supported by and connected directly to the Beams.

17. Attached as Exhibit "D" to this my Affidavit is a copy of text messages sent by Mr. Shaw to ELink in December 2020 and January 2021, showing photographs of ongoing work so that ELink could provide ongoing support as to the bridge assembly and installation.

18. Our last digital correspondence with Mr. Shaw and the operational construction team that we were supporting was on January 29th, 2021, by text, and February 1st, 2021, by email. Previously attached as Exhibit “D” to this my Affidavit is a copy of the text from January 29, 2021. Attached as Exhibit “E” to this my Affidavit is a copy of the February 1, 2021 email.

19. Our communications essentially ended when we received two emails from Coalspur AP on February 5th, 2021, promising payment and follow up call to us the coming days. This seemed an odd occurrence to us. We reached out on the phone with Mr. Shaw that same day, but our suspicions increased as Mr. Shaw did not share much information nor did he seek additional information regarding the current Beam utilization detail at the time, being the attachment of the thrust blocks through the backwalls to the Beam end plates at a new elevation. Attached as Exhibit “F” to this my Affidavit is a copy of the February 5, 2021 emails.

20. As a result, on February 5, 2021, ELink registered a builders’ lien in the amount of \$228,750.00 USD plus interest and costs against title to the Lands as Registration No. 2100109 (the “Lien”).

21. Attached as Exhibit “G” to this my Affidavit is a copy of the confirmation of registration of Lien.

22. ELink has issued invoices (the “ELink Invoices”) to Coalspur pursuant to the terms of the Purchase Agreement as follows:

Invoice No.	Date Due	Invoice amount
204014.2	1/15/2021	\$76,250.00 USD
204014.3	2/4/2021	\$152,500.00 USD
Total		\$228,750.00 USD

Attached as Exhibit “H” to this my Affidavit are copies of the ELink Invoices.

23. Demand has been made for the ELink Invoices and Coalspur has failed to pay the Invoices within 30 days of service, and the amount of \$228,750.00 USD (\$283,924.50 CAD) remains due and owing.

24. On July 30, 2021 a Statement of Claim and Certificate of Lis Pendens (the "CLP") was filed in Court File No. 2103 11022. Attached as Exhibit "I" to this my Affidavit is a copy of the Statement of Claim and CLP.

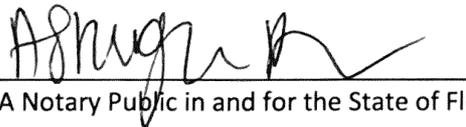
25. On August 3, 2021 the CLP was registered against title to the Lands as Registration No. 2101057. Attached as Exhibit "J" to this my Affidavit is a copy of the confirmation of registration of the CLP.

26. On September 22, 2021 the Applicant submitted a secured claim to the Monitor pursuant to the Claims Process Order of August 9, 2021 for \$283,924.50 (the "Claim"). Attached as Exhibit "K" to this my Affidavit is a copy of the Claim.

27. On October 8, 2021 the Monitor disallowed the Claim as a secured claim, but allowed the Claim as an unsecured claim (the "Notice of Revision"). Attached as Exhibit "L" to this my Affidavit is a copy of the Notice of Revision.

28. I swear this Affidavit in support of an Application to set aside the Notice of Revision and accept the Claim as a secured claim.

SWORN (OR AFFIRMED) BEFORE ME at the City)
of Clearwater beach, in the State)
of Florida, USA, this 22nd day of October 2021)


A Notary Public in and for the State of Florida)


Kevin Lathan)

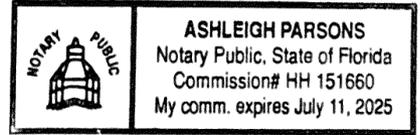


This is Exhibit " A " referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida



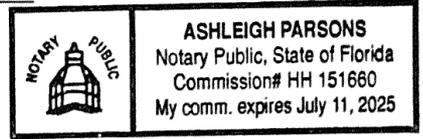


This is Exhibit "B" referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida



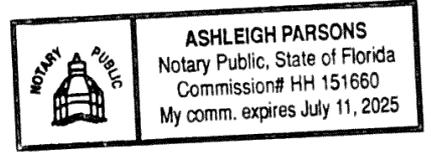
This is Exhibit "C" referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021

Ashleigh Parsons



A Commissioner for Oaths in and for the State of Florida

**PURCHASE
AGREEMENT**

204014 Date: 30 Nov. 2020

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS

PO Box 3175 Clearwater, FL 33767

Tele: 727 449 2100 Fax: 208 474 7756

info@constructionelink.com

This Purchase Agreement (the “**Agreement**”) is between **CONSTRUCTION E LINK, INC.**, a Florida corporation, whose address is PO Box 3175 Clearwater, FL 33767 (hereafter the “**Agent**”) and **COALSPUR MINES (OPERATIONS), LTD.**, an Alberta corporation, whose address is P.O. Box 6146, Hinton, AB T7V 1X5. (hereafter the “**Buyer**”) (collectively the “**Parties**”).

The Parties agree as follows:

1. **Product Order:** Buyer agrees to purchase, and Agent agrees to sell the property described as: ten (10) New Omega Beams OB36 x 48x1 at 40' as further described in Attachment “A” and as referenced in Buyer Purchase Order No. 4500026369 attached hereto as Attachment B for reference (each an “**Omega Beam**” and together the “**Omega Beams**”). Buyer intends to use the Omega Beams in the construction of a temporary bridge at the Destination (as herein defined) (the “**Project**”).
2. **Agent:** The Agent is acting as the agent and intermediary to Omega Trestle, LLC (“**Omega**”) in order to facilitate resale of the Omega Beams by Agent and the purchase of the Omega Beams by Buyer. Agent represents and warrants that it is the owner of the Omega Beams, that it has the authority to act as agent and intermediary to Omega, and that it has the authority to enter into this Agreement for the purchase and sale of the Omega Beams.
3. **Buyer Indemnification:** Agent and Omega, and their respective affiliates, owners, directors, officers and employees are not responsible for any non-intended use, application or modifications to the Omega Beams by Buyer and such use or modifications of the Omega Beams shall make any express and/or implied warranties null and void, unless approved in writing by Agent and Omega. Buyer shall indemnify, defend and hold Agent, and its respective affiliates, owners, directors, officers and employees harmless for any and all non-intended use of, application of or modifications to the Omega Beams in contravention of the Agreement, and from any claims, rights, demands, damages, actions and causes of action (collectively “**Losses**”) suffered, sustained, paid or incurred by Agent as a result of anything done or not done by Buyer in breach of this Agreement, and regardless of whether the claim is based in negligence, breach of contract, breach of statutory duty or any other legal or equitable basis.
4. **Agent Indemnification:** Agent will indemnify, defend, and hold harmless Buyer, and its affiliates, owners, directors, officers and employees from and against all Losses suffered, sustained, paid or incurred by Buyer as a result of anything done or not done by Agent in breach of this Agreement, and regardless of whether the claim is based in negligence, breach of contract, breach of statutory duty or any other legal or equitable basis.
5. **Specifications:** Agent warrants that the Omega Beams provided will meet the design specifications set forth in the Omega Trestle catalog drawing detail set out in Attachment “A” hereto. The Agent represents and warrants that the Omega Beams shall be free of liens and encumbrances of any kind and nature at the time of delivery to Buyer at the Destination.
6. **Price:** the purchase price for ten (10) Omega Beams is as follows:
 - (a) \$28,900/beam, plus
 - (b) \$1,600/beam blast & gray coating,

for a total Purchase Price of US\$ 305,000 (the “**Purchase Price**”) which shall be paid in accordance with Section 12 hereof. Any and all applicable fees and taxes related to importation, sales/purchase & use (tariffs,

freight forwarding charges, taxes, import fees) are to be accrued and paid directly by Buyer.

7. **Quantity:** Ten (10) beams.
8. **Delivery:** Agent shall load the Omega Beams onto transport vehicles procured by Buyer, FOB in Fallon, Missouri, and thereafter Buyer, at its sole cost and expense, including without limitation, Buyer's obligation for all sales or use taxes, duties and fees related to the transport and delivery of the Omega Beams, shall arrange for delivery of the Omega Beams to Buyer's Vista Mine located at 24301 HWY 16E, Yellowhead County AB T7V1X5 CANADA or such other location mutually agreed upon by the Parties (the "**Destination**"). Buyer shall be responsible for unloading the Omega Beams. Once the Omega Beams have been fully loaded onto Buyer's transport vehicles, all title, liability and risk of loss shall pass to the Buyer from the Agent. Upon delivery of the Omega Beams to the Destination, Buyer shall inspect the visual condition of the Omega Beams within five (5) calendar days, and if as a result of said inspection, Buyer determines that the Omega Beams do not meet the specifications described in Attachment "A" or do not comply with this Agreement or are not fit for their intended use and purpose, Buyer shall provide Agent with notice that it rejects the Omega Beams ("**Rejected Omega Beams**") and Agent shall have thirty (30) calendar days to repair or replace the Rejected Omega Beams. The Parties acknowledge that delivery of all Omega Beams shall require an estimated five (5) deliveries to the Destination.
9. **Schedule:** Agent shall use all commercially reasonable efforts to load all of the Omega Beams to the by December 15th, 2020.
10. **Inspections:** Performed by Buyer upon receipt or request in accordance with standard industry practice.
11. **Documentation:** Agent shall provide to Buyer load tickets and load tracking and all other documentation required to be delivered to Buyer, including any documentation provided by Omega or the manufacturer or fabricator (TRINITY PRODUCTS, LLC) of the Omega Beams.
12. **Payment & Terms:** Agent shall invoice Buyer for the Purchase Price as follows:
 - (a) 25% (US \$76,250) of the Purchase Price on the date of this Agreement; THIS DEPOSIT PAYMENT IS TO BE RECEIVED PROIR TO LOADING OF BEAMS AT TRINITY PRODUCTS, LLC YARD.
 - (b) 25% (US \$76,250) of the Purchase Price on or after completion of the certified final design of the Project;
 - (c) 25% (US \$76,250) of the Purchase Price on or after the first delivery of the Omega Beam(s) at the Destination; and
 - (d) 25% (US \$76,250) within 45 days after the last Omega Beam is delivered to the Destination,

and Buyer shall pay to Agent such invoiced amounts within thirty (30) calendar days of receipt such invoice; provided that, if Buyer rejects any of the Omega Beams pursuant to this Agreement, no payments, applicable to the Rejected Omega Beams, shall be due or payable until the Rejected Omega Beams have been repaired or replaced in accordance with this Agreement. Subject to Section 26 herein, and notwithstanding anything else to the contrary in this Agreement, in the event the Omega Beams are not delivered to the Destination by December 30th in accordance with this Agreement, Agent shall return to Buyer all portions of the Purchase Price paid by Buyer to Agent as of the date thereof within five (5) calendar days and this Agreement shall terminate at the sole discretion of the Buyer.

13. **Special Conditions:** If at any point Buyer receives a bona fide offer from a third party to purchase, lease or rent any or all of the Omega Beams ("**Third Party Offer**"), Buyer shall, within thirty (30) calendar days, deliver a written notice to Agent, including reasonable details of the Third Party Offer ("**ROFR Notice**"). Upon receipt of the ROFR Notice, Agent shall have fifteen (15) calendar days to deliver to Buyer a notice either (i) offering to purchase the Omega Beams for a sum of at least US\$101,150.00 ("**ROFR Exercise Notice**"), or (ii) declining to purchase the Omega Beams on the terms set out in this Section 13. If Agent delivers the ROFR Exercise Notice to Buyer in accordance with this Section 13, Buyer shall sell to Agent the Omega Beams for the price set out in this Section 13 and on terms to be mutually agreed upon by the Parties. Summer 2021

project site access of Agent and assistant to be facilitated by Buyer.

If Agent does not provide Buyer with notice in accordance with this Section 13 within fifteen (15) calendar days of receiving the ROFR Notice, Agent shall be deemed to have declined to exercise its right of first refusal pursuant to this Section 13 and Buyer shall be free to accept the Third Party Offer.

In the event Agent declines to purchase the Omega Beams in accordance with the ROFR Notice, and the transaction contemplated by such Third Party Offer does not close, Agent's rights to purchase the Omega Beams shall survive and any subsequent Third Party Offer received by Buyer regarding the Omega Beams shall be subject to the terms of this Agreement.

14. **Intellectual Property Rights:** Buyer agrees that any and all patents, copyrights and trademarks ("**Intellectual Property Rights**") related to or pertaining to the Omega Beams are solely owned and held by Agent and/or Omega, and neither this Agreement nor any other agreement by and between Buyer and Agent, shall be construed to grant Buyer any right to license or distribute any Intellectual Property Rights to the Omega Beams, without the prior written consent of Agent.
15. **Builders' Lien Holdback:** Buyer shall retain from all payments due and payable to Agent hereunder an amount equal to 10% of the value of the Services actually performed and materials furnished, and shall release the holdback amount to Agent, all as required by the provisions of the Builders' Lien Act (Alberta). Notwithstanding the foregoing, when forty-five (45) days have expired from the date of issue of the certificate of substantial performance in respect of Agent's delivery of Omega Beams, as verified by Buyer, and no builders' liens have been registered for the work related to Agent's delivery of Omega Beams, Buyer shall promptly release Agent's portion of the major lien fund to Agent.
16. **Termination:** A Party may terminate this Agreement immediately by written notice to the other Party:
 - (a) if the other party materially breaches this Agreement and, where the breach is capable of being cured, fails to remedy that breach within fifteen (15) calendar days after receiving written notice of the breach; or
 - (b) ceases to conduct business in the normal course, is unable to meet its debts as they come due, makes an assignment for the benefit of its creditors, or becomes subject to any form of insolvency or bankruptcy proceedings that are not dismissed within 60 calendar days.

Notwithstanding the foregoing, should either Party need more time to cure a default described in Section 16(a) above, and so long as the alleged defaulting Party is in good faith actively and diligently pursuing to cure same, the Parties agree to give the defaulting Party such additional reasonable time as needed in the reasonable discretion of non-defaulting Party.

17. **Entire Agreement:** The Agreement shall constitute the entire agreement between Buyer and Agent. The parties shall not be bound by any statement, representation, promise, inducement, or understanding of any kind not set forth in the Agreement.
18. **Warranties:** Agent warrants that the Omega Beams shall be manufactured in accordance with all specifications set out in this Agreement and Attachment "A" attached hereto. In addition, Agent shall undertake to provide Buyer with all manufacturers' and other warranties applicable to the Omega Beams. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND AGENT MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER, WHETHER AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. IN NO EVENT SHALL AGENT OR ITS INSURERS, AFFILIATES, OWNERS, DIRECTORS, OFFICERS, OR EMPLOYEES BE HELD LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES IN EXCESS OF THE COMPENSATION TO BE PAID TO AGENT UNDER A PARTICULAR PURCHASE ORDER, OR SUCH MINIMUM AMOUNT AS IS PERMITTED BY LAW.

19. **Continuing Agreement:** After the date hereof, the covenants and agreements contained in this Agreement shall continue in effect until performed and discharged except to the extent the continued effectiveness or enforceability of any such agreement or covenant is limited in duration as expressly provided herein.
20. **Governing Law and Disputes:** This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in all respects, be treated as a contract made in the Province of Alberta.

Each Party will, prior to initiating a legal proceeding under this Agreement, consult with the other party regarding any dispute or controversy arising under this Agreement (a “**Dispute**”) and will, in good faith, negotiate with the other party in an attempt to resolve the Dispute on an amicable basis.

The parties agree that any Dispute that has not been resolved within 60 calendar days after the commencement of the good faith negotiations required above will be conclusively settled by submission to arbitration pursuant to the then current Arbitration Rules of the ADR Institute of Canada (the “**ADRIC Rules**”). Unless the Parties agree otherwise, the arbitration shall not be an administered arbitration. The venue and the seat of the arbitration shall be Calgary, Alberta. The language of the arbitration shall be English. Unless the Parties agree otherwise, a sole arbitrator will be appointed (the “**Arbitrator**”) in accordance with the ADRI Rules. Any decision rendered by the Arbitrator shall be final and binding upon the Parties and not subject to appeal, and judgment may be entered upon it in accordance with applicable law in Alberta.

21. **Assignment and Enurement:** This Agreement shall be binding upon and enure to the benefit of the Parties and their successors and permitted assigns. Buyer may assign an interest in this Agreement and the Omega Beams to an affiliate without the prior written consent of Agent. No Person other than the Parties and their successors and permitted assigns shall be entitled to any rights or benefits hereunder.
22. **Notices:** All notices required or permitted hereunder or with respect to this Agreement shall be in writing and shall be deemed to have been properly given and delivered when delivered personally or transmitted by confirmed facsimile addressed to the Parties, respectively, as follows:

<u>Agent:</u>	Construction E Link, Inc.
<u>Fax No.:</u>	[●]
<u>Attention:</u>	Kevin Lathan
<u>Buyer:</u>	Coalspur Mines (Operations) Ltd.
<u>Fax No.:</u>	[●]
<u>Attention:</u>	Ian Shaw

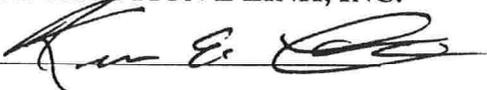
Any notice, communication and statement required, permitted or contemplated hereunder shall be in writing and sent by personal service, facsimile or other means and shall be deemed received when delivery or reception of the transmission is complete except that, if such delivery or transmission is sent on a Saturday, Sunday or day when the receiving Party's office is not open for the regular conduct of business, or on or after 4:00 p.m., such notice or communication shall be deemed to be received on the next business day that such office is open for the regular conduct of business.

A Party may change its address for service by giving written notice of such change to the other Party at its above address, and such changed address for service thereafter shall be effective for all purposes of this Agreement.

23. **Number and Gender:** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
24. **Invalidity of Provisions:** In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
25. **Waiver:** No waiver by any Party of any breach of any of the terms, conditions, representations or warranties in this Agreement shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.
26. **Delays:** Agent shall not be responsible for delays in production and/or delivery of the Omega Beams subject to this Agreement for unavoidable or unforeseeable causes beyond the control and solely without fault of Agent, including without limitation, acts of God, war (declared or undeclared), acts of any governmental authorities, riot, revolution, civil commotion, fires, epidemic, pandemic, quarantine orders, unforeseeable difficulties in manufacturing, or localized strikes.
27. **Amendment:** This Agreement shall not be varied or amended by oral agreement or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.
28. **Counterpart Execution:** This Agreement may be executed in counterpart and all executed counterparts together shall constitute one agreement. Signature pages from separate counterparts may be combined to form a single counterpart. This Agreement shall not be binding upon any Party unless and until executed by all Parties.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

CONSTRUCTION E LINK, INC.

By: 

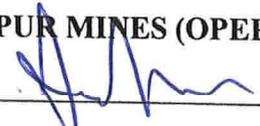
Kevin E. Lathan

Date: 30 Nov. 2020

FL Tax ID No. 62-8012462032-6

FEIN 33-1024382

COALSPUR MINES (OPERATIONS), LTD.

By: 

Ian Shaw
Date: 12/10/20

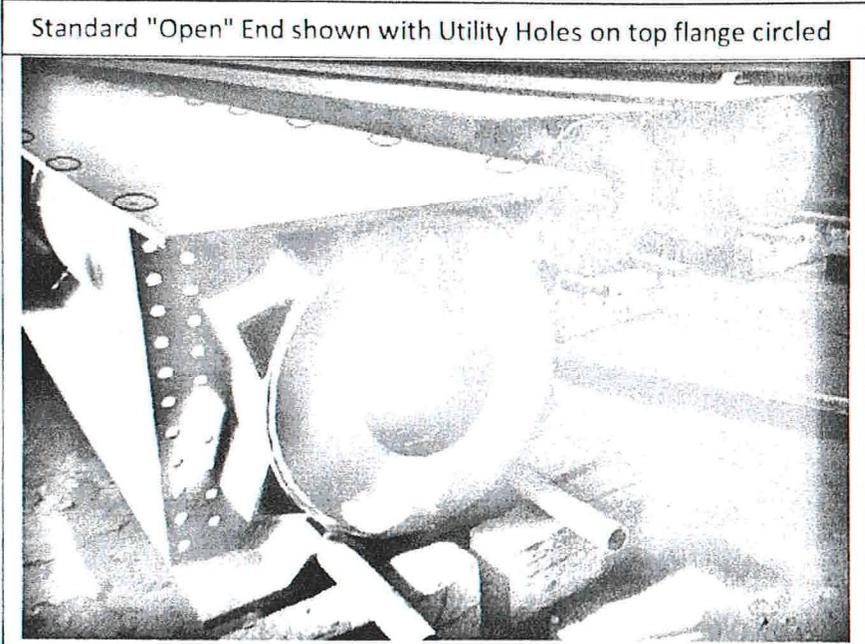
Attachment A

**OMEGA BEAM
CATALOG CUT**



Omega Trestle, LLC
 1130 Cleveland Street Suite 285, Clearwater, FL 33755
 Tel: 727 449 2100 www.OmegaTrestle.com info@omegatrestle.com

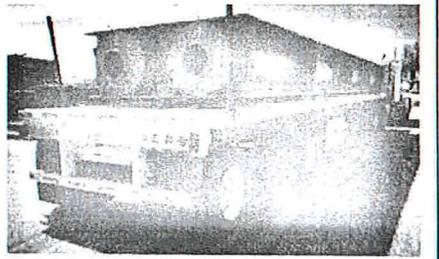
OB 36 x 48 x 1 at 40 ft. nominal; 36 " high x 48 " wide x 40 ft. long
"Full Shear" standard end connections with openings for four (4) 1" coil bolts to be hand tightened.
Lifting Holes, four (4) additional lifting holes in top flange, make safe and simplified handling.
Utility Holes near edges of top flange for 1" bolts (nom. 1-1/16" holes). 16" from end, then 32" on center.
Optimized Transport at 40 ft., Ships two (2) per standard legal load, six (6) per typical rail car.



SECTION PROPERTIES

Theoretical Section Weight= 580 lbs/LF
 Shipping Unit Weight = 23,300 lbs.

Moment of Inertia	Section Modulus
I _x = 40315 in ⁴	S _x = 2240 in ³
I _y = 26985 in ⁴	S _y = 1124 in ³

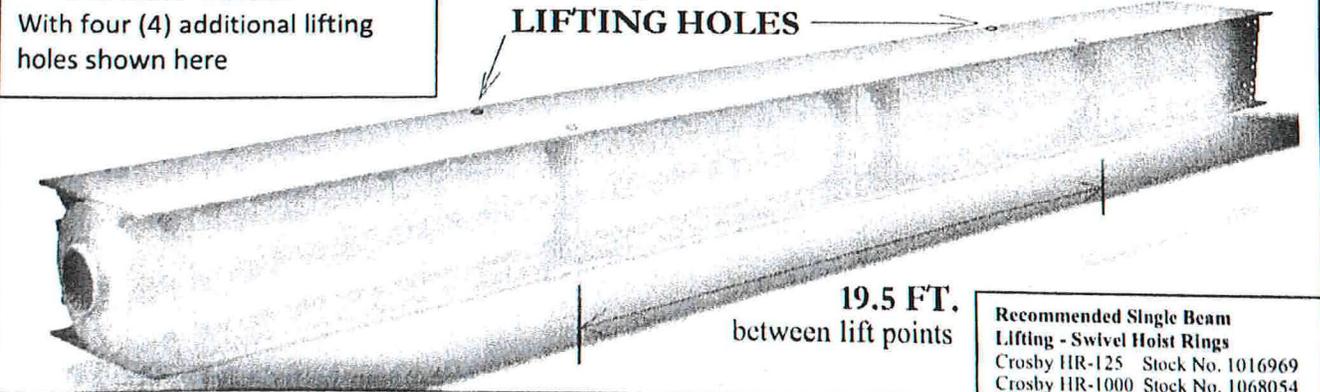


STEEL PROPERTIES

F_Y PIPE = 65 KSI
 F_Y PLATE = 50 KSI
 F_Y ANGLE = 50 KSI
 Welding Electrodes
 Tensile Strength 80 KSI

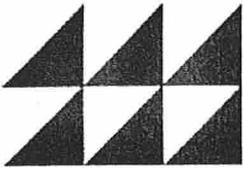
PATENT PROTECTED STRUCTURAL SECTION
 Patent No. 9,228,301 ; 9,228,302 ; 9,834,896

"Full Shear" Pin End
 With four (4) additional lifting
 holes shown here



**Recommended Single Beam
 Lifting - Swivel Hoist Rings**
 Crosby HR-125 Stock No. 1016969
 Crosby HR-1000 Stock No. 1068054

The information presented herein has been prepared in accordance with recognized engineering principles and is for general information only. While it is believed to be accurate, this information should not be used or relied upon for any specific application without competent professional examination and verification of its accuracy, suitability and applicability by a competent licensed structural engineer, architect or other licensed professional. Publication of the material contained herein is not intended as a representation or warranty on the part of Omega Trestle, LLC, its officers, affiliates, or assigns. Anyone making use of this information assumes all liability arising from such use.



Attachment B

Purchase Order

Billing Address
 COALSPUR MINES OPERATIONS
 PO BOX 6146
 HINTON AB T7V 1X5

Vendor Address
 CONSTRUCTION E LINK INC
 PO BOX 3175
 CLEARWATER FL 33767
 Tel: 727-560-9263
 E-Mail: klathan@constructionelink.com

Information
 Purchase Order No. 4500026369
 Date 10/22/2020
 Vendor No. 309675
 Currency USD
 Buyer Coalspur - Mine
 Phone 780-740-2469
 Fax 780-865-3316
 E-mail vendorsinquiry_bh@bighornmining.com
 Delivery Date ~~10/14/2020~~ *SAME NOV. 30 AGREEMENT*
 Our GST/HST no. 838433423 RT0001 *UPDATE*

Shipping Address: COALSPUR MINES OPERATIONS LTD
 VISTA MINE
 24301 HWY 16E
 YELLOWHEAD COUNTY AB T7V 1X5
 CANADA

Terms of payment: Net due in 30 days

Terms of delivery: FOB(Free on board) /Free on Board *ST. LOUIS MO.* Currency USD

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	10 Beams for Bridge for Sotuh Dump Internal Order No. 601380 South Dump Bridge	1.00	EA	334,500.00 / EA	334,500.00
This is for 10-4' wide x 3' high x 40' long. These beams will make up the main structure of the bridge. The cost of the beams includes shipping to site.					
Net value incl. disc.					334,500.00
					0.00
					334,500.00
Total net value excl. tax USD					334,500.00

DEDUCT FOR FREIGHT BY BUYER - 29,500

REVISED TOTAL \$ 305,000

INSTRUCTIONS TO VENDOR:
 All items herein must comply with all national, state, or provincial statutes, laws and regulations

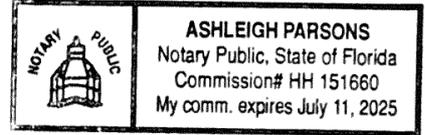
SIGNATURE _____ DATE _____
 (Purchasing/Accounting)

This is Exhibit "D" referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida

< 679



Ian >

Text Message
Wed, Dec 23, 2:54 PM



iMessage



< 679



Ian >

Fri, Jan 29, 8:19 PM



iMessage



679

IS

Ian >

Fri, Jan 29, 8:19 PM



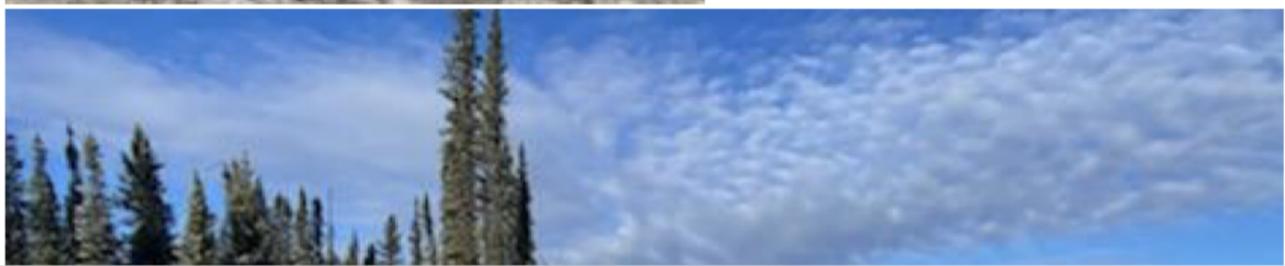
iMessage



< 679

IS

Ian >



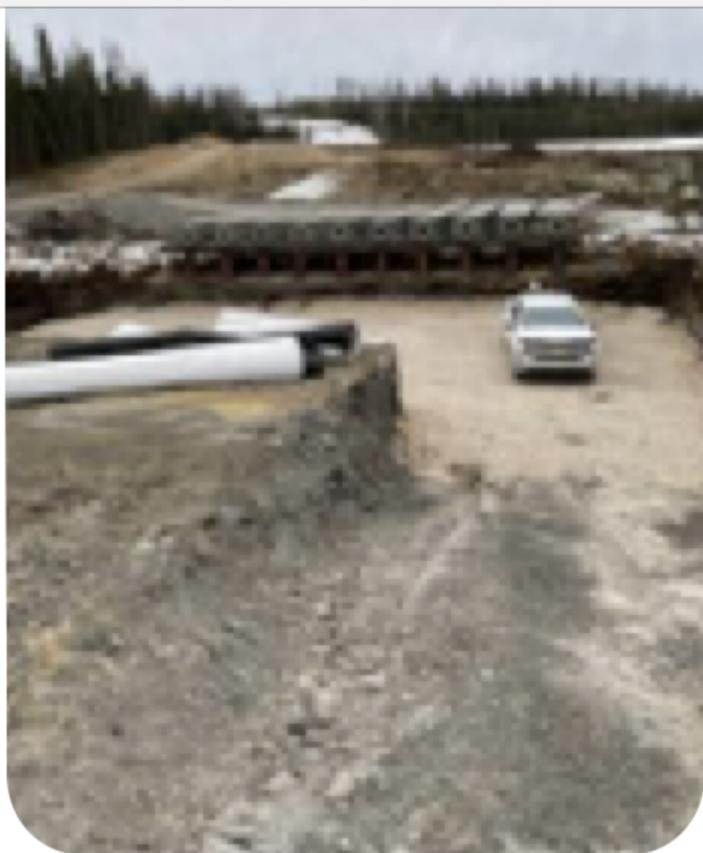
iMessage



< 679



Ian >



It's coming along. Merry Christmas to you and your family as well.

I apologize for not being in communication recently been dealing wi

th issues on another project

iMessage

Thx Ian!



iMessage

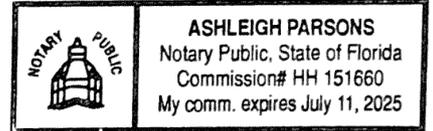


This is Exhibit E" referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida

Kevin Lathan

From: Ian Shaw <IShaw@bighornmining.com>
Sent: Monday, February 1, 2021 3:03 PM
To: Kevin Lathan
Subject: FW: pics deadman issue

Kevin,

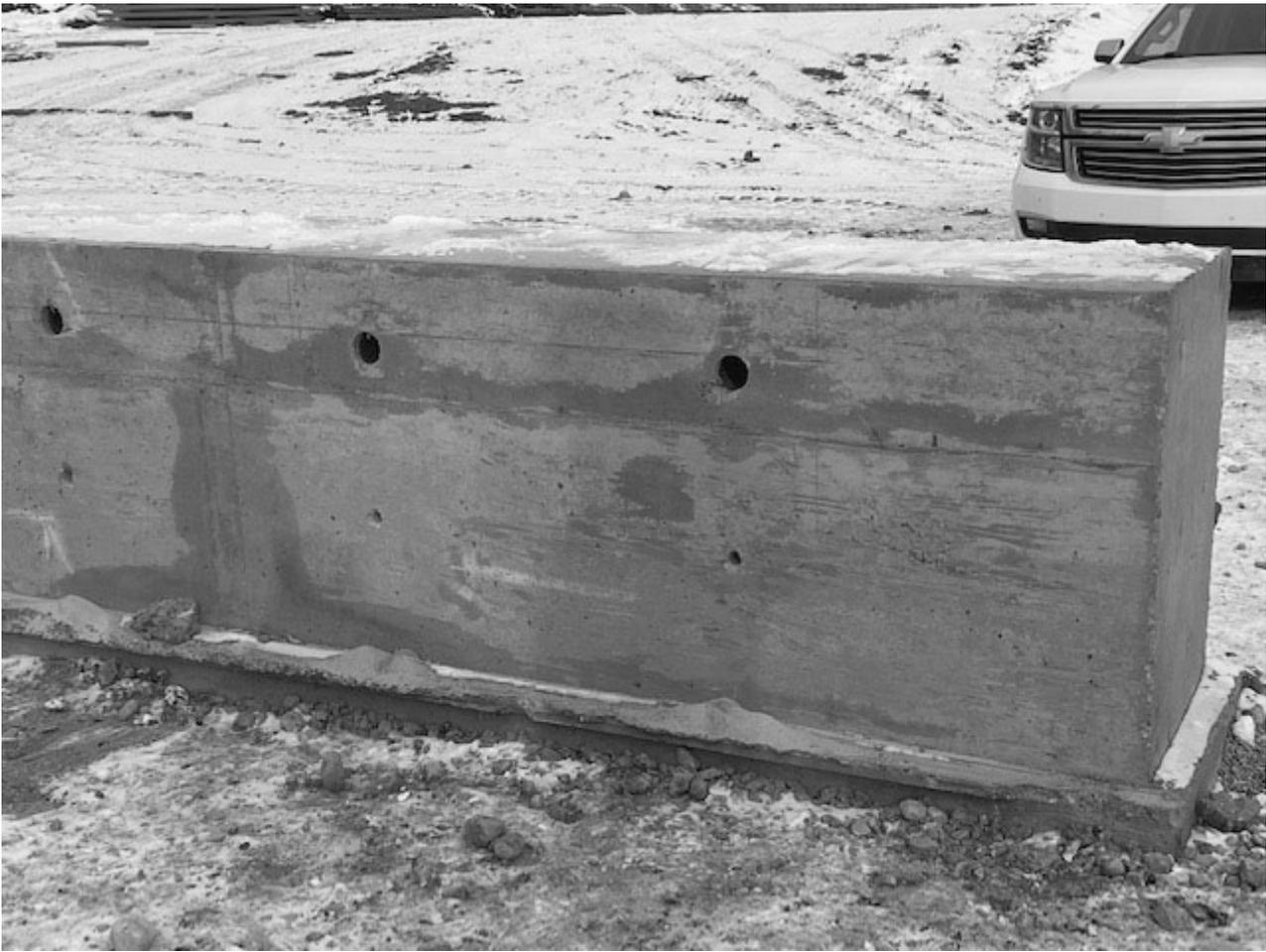
When we put the holes in the dead man for the threaded bar to go through we put them too high on the deadman. They are 8" from the top of the deadman. The deadman on average is 40" high across the entire deadman. I was going to drill new holes but it has turned into a little bit of a problem getting them done in a timely manner. If we use the holes that are 8" from the top of the deadman it will be straight across from where the holes are for the rebar on the omega beams. Is this something we can do? I would rather do this than drill new holes.

Ian

From: isshaw4@aol.com <isshaw4@aol.com>
Sent: Monday, February 1, 2021 12:57 PM
To: Ian Shaw <IShaw@bighornmining.com>
Subject:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.





Sent from my iPhone

This is Exhibit "F" referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021

Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida



Kevin Lathan

From: Natasha Harland <nharland@bighornmining.com>
Sent: Friday, February 5, 2021 11:08 AM
To: Lynda Jurado; Kevin Lathan; Bighorn AP
Cc: Brian E. Langford; Ian Shaw; Zak Totten; Larry
Subject: RE: Payment Date RE: Statement of Past Due Account- Truck Bridge

Hi Lynda,

We are still working through our payables and will provide more details next week.

Thanks,

Natasha

From: Lynda Jurado <lynda@constructionelink.com>
Sent: Friday, February 5, 2021 7:40 AM
To: Natasha Harland <nharland@bighornmining.com>; Kevin Lathan <klathan@constructionelink.com>; Bighorn AP <bighornap@bighornmining.com>
Cc: Brian E. Langford <brian@langfordmyers.com>; Ian Shaw <Ishaw@bighornmining.com>; Zak Totten <ztotten@bighornmining.com>; Larry <Orahct@gmail.com>
Subject: Payment Date RE: Statement of Past Due Account- Truck Bridge

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Natasha,

Will you please provide us with an expected payment date.

Thank you.

Kindest Regards,

Lynda Jurado

Construction e Link, Inc.

Omega Trestle, LLC

[PO Box 3175 Clearwater, FL 33767](#)

[727 449 2100](#) Office [727 433 2111](#) Cell

From: [Natashia Harland](#)
Sent: Thursday, January 21, 2021 2:30 PM
To: [Kevin Lathan](#); [Bighorn AP](#)
Cc: [Brian E. Langford](#); [Lynda Jurado](#); [Ian Shaw](#); [Zak Totten](#); [Larry](#)
Subject: RE: Statement of Past Due Account- Truck Bridge

Hi Kevin,

My apologies for the late response – I have all invoices approved and entered into our system on my end. I am working through our payables and will give you an exact payment date ASAP.

I appreciate your patience during this time.

Thanks,

Natashia

From: Kevin Lathan <klathan@constructionelink.com>
Sent: Wednesday, January 20, 2021 3:55 PM
To: Bighorn AP <bighornap@bighornmining.com>; Natashia Harland <nharland@bighornmining.com>
Cc: Brian E. Langford <brian@langfordmyers.com>; Lynda Jurado <lynda@constructionelink.com>; Ian Shaw <IShaw@bighornmining.com>; Zak Totten <ztotten@bighornmining.com>; Larry <Orahct@gmail.com>
Subject: Statement of Past Due Account- Truck Bridge

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Ms. Natashia Harland & Ms. Amy Woodman,

Please see the attached Statements of your Accounts (Construction e Link, Inc. and Omega Trestle, LLC).

There are three (3) invoice that are overdue at this time and are in need of your immediate attention.

Invoice 203031.1	\$10,005	48 Days Past Due
Invoice 203031.2	\$6,690	20 Days Past Due
Invoice 204014.2	\$76,250	5 Days Past Due

TOTAL AMOUNT OVERDUE: US \$92,945

TOTAL PAYABLE AMOUNT STILL DUE: US \$254,680

We have had no reply to our emailed requests for payment over the last few weeks, nor return of our telephone calls.

Please advise us of when we can expect payment for this account.

Thank you.

Kevin Lathan
Construction e Link, Inc.
Omega Trestle, LLC
klathan@constructionelink.com
<https://constructionelink.com>
<http://omegatrestle.com/>
Tel: 727.449.2100
Cell: 727.560.9263

Kevin Lathan

From: Natasha Harland <nharland@bighornmining.com>
Sent: Friday, February 5, 2021 1:29 PM
To: Kevin Lathan
Cc: Bighorn AP; Cc: Brian E. Langford; Lynda Jurado; Ian Shaw; Zak Totten; Larry
Subject: RE: Relief sought RE: Statement of Past Due Account- Truck Bridge

Kevin,

I call you with payment details by Tuesday next week on the below invoices that due to Construction E-link and Omega.

I appreciate your patience.

Natashia

From: Kevin Lathan <klathan@constructionelink.com>
Sent: Wednesday, January 27, 2021 1:05 PM
To: Natasha Harland <nharland@bighornmining.com>
Cc: Kevin Lathan <klathan@constructionelink.com>; Bighorn AP <bighornap@bighornmining.com>; Cc: Brian E. Langford <brian@langfordmyers.com>; Lynda Jurado <lynda@constructionelink.com>; Ian Shaw <IShaw@bighornmining.com>; Zak Totten <ztotten@bighornmining.com>; Larry <Orahct@gmail.com>
Subject: Relief sought RE: Statement of Past Due Account- Truck Bridge

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Natasha,

When can we anticipate payment? We respectfully request a reply with specifics, as we need to manage our cash flow as well.

We allowed for 30 days and these past due times are in addition to that allowance.

There are three (3) invoice that we request your immediate attention.

Invoice 203031.1	\$10,005	55 Days Past Due
Invoice 203031.2	\$6,690	27 Days Past Due
Invoice 204014.2	\$76,250	12 Days Past Due

TOTAL AMOUNT OVERDUE: US \$92,945

Invoice 203031.3	\$9,235	Due on 2/5/2021
Invoice 404014.3	\$152,500	Due on 2/4/2021

TOTAL PAYABLE AMOUNT DUE by 2/5/2021: US \$254,680

Please reply with phone number so we can discuss, understand what is at issue here and resolve this.

Kindest Regards,

Kevin Lathan
Construction e Link, Inc.
Omega Trestle, LLC
klathan@constructionelink.com
<https://constructionelink.com>
<http://omegatrestle.com/>
Tel: [727.449.2100](tel:727.449.2100)
Cell: [727.560.9263](tel:727.560.9263)

From: Kevin Lathan
Sent: Tuesday, January 26, 2021 6:57 PM
To: Natasha Harland <nharland@bighornmining.com>
Cc: Lynda Jurado <lynda@constructionelink.com>
Subject: update please RE: Statement of Past Due Account- Truck Bridge

Dear Miss Harland,

Can you provide us with updates on your delayed payments on this account please.

Thank you.

Kindest Regards,

Kevin Lathan
Construction e Link, Inc.
Omega Trestle, LLC
klathan@constructionelink.com
<https://constructionelink.com>
<http://omegatrestle.com/>
Tel: [727.449.2100](tel:727.449.2100)
Cell: [727.560.9263](tel:727.560.9263)

From: Natasha Harland <nharland@bighornmining.com>
Sent: Thursday, January 21, 2021 2:30 PM
To: Kevin Lathan <klathan@constructionelink.com>; Bighorn AP <bighornap@bighornmining.com>
Cc: Brian E. Langford <brian@langfordmyers.com>; Lynda Jurado <lynda@constructionelink.com>; Ian Shaw <IShaw@bighornmining.com>; Zak Totten <ztotten@bighornmining.com>; Larry <Orahct@gmail.com>
Subject: RE: Statement of Past Due Account- Truck Bridge

Hi Kevin,

My apologies for the late response – I have all invoices approved and entered into our system on my end. I am working through our payables and will give you an exact payment date ASAP.

I appreciate your patience during this time.

Thanks,

Natashia

From: Kevin Lathan <klathan@constructionelink.com>

Sent: Wednesday, January 20, 2021 3:55 PM

To: Bighorn AP <bighornap@bighornmining.com>; Natashia Harland <nharland@bighornmining.com>

Cc: Brian E. Langford <brian@langfordmyers.com>; Lynda Jurado <lynda@constructionelink.com>; Ian Shaw <Ishaw@bighornmining.com>; Zak Totten <ztotten@bighornmining.com>; Larry <Orahct@gmail.com>

Subject: Statement of Past Due Account- Truck Bridge

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Ms. Natashia Harland & Ms. Amy Woodman,

Please see the attached Statements of your Accounts (Construction e Link, Inc. and Omega Trestle, LLC).

There are three (3) invoice that are overdue at this time and are in need of your immediate attention.

Invoice 203031.1	\$10,005	48 Days Past Due
Invoice 203031.2	\$6,690	20 Days Past Due
Invoice 204014.2	\$76,250	5 Days Past Due

TOTAL AMOUNT OVERDUE: US \$92,945

TOTAL PAYABLE AMOUNT STILL DUE: US \$254,680

We have had no reply to our emailed requests for payment over the last few weeks, nor return of our telephone calls.

Please advise us of when we can expect payment for this account.

Thank you.

Kevin Lathan

Construction e Link, Inc.

Omega Trestle, LLC

klathan@constructionelink.com

<https://constructionelink.com>

<http://omegatrestle.com/>

Tel: 727.449.2100

Cell: 727.560.9263

This is Exhibit "G" referred to

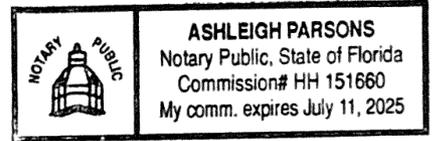
In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021

Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida





Energy Operations
PNG Tenure
9945 108 Street
North Petroleum Plaza
Edmonton, Alberta T5K 2G6
Canada
Telephone: (780) 638 3200
Email: Daniel.Langelier@gov.ab.ca
www.alberta.ca

February 08, 2021

File No: 013 1308120624
Your File No(s):

PRIORITY CREDIT MANAGEMENT CORP.
17315 108 AVE NW EDMONTON AB T5S 1G2

Attention: Alysia Lohner

Document Registration No(s): 2100109

RE: DOCUMENT REGISTRATION ADVICE
REGISTRATION DATE: February 05, 2021

The document you recently submitted has been registered in Alberta Energy's corporate records against mineral agreement 013 1308120624 as requested.

Enclosed for your records is a registered copy/copies of the Builders' Lien(s).

Pursuant to Section 43(1) of the Builders' Lien Act, this/these Lien(s) expire(s) within 180 days from the date registered unless a legal action is commenced and a Certificate of Lis Pendens is filed in respect to the Lien(s).

The registration fee associated with this encumbrance is \$50.00 and an invoice will be sent out to your company shortly. Please ensure that this amount is paid within 60 days of the invoice date. If payment is not received, Alberta Energy may pursue other remedies to collect any unpaid amounts.

Sincerely,

Daniel Langelier
Land Analyst, Registrations
Agreement Administration

Statement of Lien Upon Interest in Crown Minerals

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

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

CONSTRUCTION E LINK, INC. of PO BOX 3175, CLEARWATER FL 33767, claims a lien under the Builders' Lien Act upon the interest in minerals of

Owner: COALSPUR MINES (OPERATIONS) LTD.
Address: PO BOX 6146
HINTON AB T7V 1X5

in the following land:

Agreement Type/Number	Land
013 1308120624	All Lands

The mineral is COAL LEASE.

The lien is claimed in respect of the following work or materials, that is to say: SUPPLY OF 10 OMEGA BEAMS AND CONSULTATIVE SERVICES. AMOUNT OWED IN US DOLLARS, which work was or is to be done for or which materials were or are to be furnished for COALSPUR MINES (OPERATIONS) LTD., PO BOX 6146, HINTON AB T7V 1X5

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

The sum claimed as due or to become due is \$228,750.00

The address for service of the lienholder hereunder is
CONSTRUCTION E LINK, INC.
C/O LIEN PRO BY PRIORITY CREDIT
17315 108 AVE NW
EDMONTON AB T5S 1G2
in the Province of Alberta

Dated at Edmonton this 5 day of February 2021



ALYSIA LOHNER OF PRIORITY CREDIT MANAGEMENT CORP., Authorized agent for the Lienholder (Signature)

Agent for lienholder

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



Form 3
(Sections 34(6))

Affidavit Verifying Claim

I _____ of _____
(name of lienholder) (address of lienholder)
in the Province of _____,
(occupation)
named in the above (or annexed) statement make oath and say that the said claim is true.

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

A Commissioner for oaths in and for the Province of Alberta
Printed or stamped name of Commissioner for Oaths and date on which appointment expires

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

Affidavit Verifying Claim by Other Than Lienholder

I Alycia Lohner of 17315-108 Ave, Edmonton AB
(name of deponent) (address of deponent)
in the Province of Alberta, Business Manager
(occupation)

make oath and say :

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

Sworn before me at the City of _____
Edmonton
in the Province of Alberta, this _____
February, 2021 day of _____

Signature _____

A Commissioner for oaths in and for the Province of Alberta

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

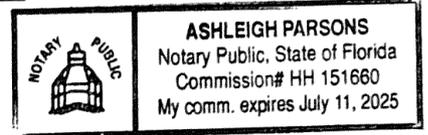
QUINN M. MORRISON
A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
EXPIRY DATE JULY 31, 2021

This is Exhibit "H" referred to

In the Affidavit of

Kevin Latman

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida

Invoice

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS™

Phone: 727-449-2100

Fax: 208-474-7756

klathan@constructionelink.com

www.constructionelink.com

Bill To
Coalspur Mines (Operations), LTD. P.O. Box 6146 Hinton, AB T7V 1X5 Attn: Mr. Ian Shaw

P.O. No.	Invoice Date	Invoice #
4500026369	12/2/2020	204014.1

Item	Description	Qty	Rate	Amount
Customer De...	Customer Deposit for ten (10) New Omega Beams OB36 x 48 x 1 at 40 ft per Agreement #204014 Dated: November 30, 2020. (Purchase Order No. 4500026369) Out of State - Sales and Use Tax accrued and paid by Buyer	1	76,250.00	76,250.00
			0.00%	0.00

Mail to:
1130 Cleveland St, #285 Clearwater, FL 33755 or P.O. Box 3175 Clearwater, FL 33767

Terms	Due Date
Due on receipt	12/2/2020

Total	\$76,250.00
Payments/Credits	\$0.00
Balance Due	\$76,250.00

Wire Transfer to:
SunTrust Bank 2150 Cleveland St. 33765 727 443 3491 Acct. # 1 00000 3974689 ABA Routing # 061000104 Swift Code SNTRUS3A

Please make payable to Construction e Link, Inc.

Thank You for your business.

Invoice

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS™

Phone: 727-449-2100

Fax: 208-474-7756

klathan@constructionelink.com

www.constructionelink.com

Bill To
Coalspur Mines (Operations), LTD. P.O. Box 6146 Hinton, AB T7V 1X5 Attn: Mr. Ian Shaw

P.O. No.	Invoice Date	Invoice #
4500026369	12/16/2020	204014.2

Item	Description	Qty	Rate	Amount
Res. Mgt.	Partial payment for ten (10) New Omega Beams OB36 x 48 x 1 at 40 ft per Agreement #204014 Dated: November 30, 2020. (Purchase Order No. 4500026369) 25% of Purchase Price on or after the first delivery of the Omega Beams at the Destination. As of 12/16/2020 all 5 loads (10 Omega Beams) have been delivered to Buyer's Vista Mine located at 24301 HWY 16E, Yellowhead County AB T7V1X5 CANADA. Out of State - Sales and Use Tax accrued and paid by Buyer	1	76,250.00	76,250.00
			0.00%	0.00

Mail to:
1130 Cleveland St, #285 Clearwater, FL 33755 or P.O. Box 3175 Clearwater, FL 33767

Terms	Due Date
Net 30	1/15/2021

Total	\$76,250.00
Payments/Credits	\$0.00
Balance Due	\$76,250.00

Wire Transfer to:
SunTrust Bank 2150 Cleveland St. 33765 727 443 3491 Acct. # 1 00000 3974689 ABA Routing # 061000104 Swift Code SNTRUS3A

Please make payable to Construction e Link, Inc.

Thank You for your business.

Invoice

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS™

Phone: 727-449-2100

Fax: 208-474-7756

klathan@constructionelink.com

www.constructionelink.com

Bill To
Coalspur Mines (Operations), LTD. P.O. Box 6146 Hinton, AB T7V 1X5 Attn: Mr. Ian Shaw

P.O. No.	Invoice Date	Invoice #
4500026369	1/5/2021	204014.3

Item	Description	Qty	Rate	Amount
	Ten (10) New Omega Beams OB36 x 48 x 1 at 40 ft per Agreement #204014 Dated: November 30, 2020. (Purchase Order No. 4500026369)			
Res. Mgt.	25% of the Purchase Price after completion of the certified final design of the project.	1	76,250.00	76,250.00
Res. Mgt.	25% of the Purchase Price within 45 days after the last Omega Beam is delivered to the Destination.	1	152,500.00	152,500.00
Customer De...	Customer Deposit received on account Out of State - Sales and Use Tax accrued and paid by Buyer	-1	76,250.00 0.00%	-76,250.00 0.00

Mail to:
1130 Cleveland St, #285 Clearwater, FL 33755 or P.O. Box 3175 Clearwater, FL 33767

Terms	Due Date
Net 30	2/4/2021

Total	\$152,500.00
Payments/Credits	\$0.00
Balance Due	\$152,500.00

Wire Transfer to:
SunTrust Bank 2150 Cleveland St. 33765 727 443 3491 Acct. # 1 00000 3974689 ABA Routing # 061000104 Swift Code SNTRUS3A

Please make payable to Construction e Link, Inc.

Thank You for your business.

This is Exhibit "I" referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida

Clerk's stamp:



COURT FILE NUMBER:

2103-11022

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE:

Edmonton

PLAINTIFF(S):

OMEGA TRESTLE LLC and CONSTRUCTION E LINK, INC.

DEFENDANT(S):

COALSPUR MINES (OPERATIONS) LTD.

DOCUMENT:

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT INFORMATION
OF PERSON FILING THIS DOCUMENT:

Field LLP
Barristers and Solicitors
2500, 10175 - 101 Street NW
Edmonton, AB T5J 0H3
Ph: (780) 423-3003 Fax: (780) 428-9329
File No. 74151-1
Attn: Lindsey E. Miller

NOTICE TO DEFENDANT(S)

You have been sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 12.11)

Statement of facts relied on:

1. The Plaintiff Omega Trestle LLC ("Omega") is a limited liability company incorporated and carrying on business as a designer of access trestles in the State of Florida, in the United States of America.
2. The Plaintiff Construction e Link, Inc. ("ELink") is a Florida corporation incorporated and carrying on business in the State of Florida, in the United States of America.

3. The Defendant Coalspur Mines (Operations) Ltd. (“Coalspur”) is a corporation registered in Alberta and carrying on business as a coal mine in Hinton, Alberta (the “Mine”).

4. Coalspur is the registered owner of coal lease rights (the “Lands”) as follows:

Agreement Type/Number	Land
013 1308120624	All Lands

5. On or about November 11, 2020, Omega and Coalspur entered into a professional design services agreement (the “Design Agreement”) pursuant to which, among other things:

- a. Omega was to provide design services to construct a temporary high capacity bridge structure for Coalspur;
- b. Invoices would be submitted by Omega within 15 days of the end of each month in which the services were performed, and Omega would provide 10 days notice of any past due invoices;
- c. Services would be charged at an hourly rate of \$150.00 USD per hour for engineering services and \$80.00 per hour for computer-aided design and drafting services;
- d. All invoices would be payable when rendered and past due if not paid within 30 days of the invoice date;
- e. A service charge of 1.5% per month were assessed on overdue balances;
- f. Coalspur was to retain 10% of the value of the services rendered and to release the holdback to Omega pursuant to the terms of the Builders’ Lien Act. When 45 days expired from the date of the certificate of substantial performance, and no liens registered with respect to Omega’s work, Coalspur was to release Omega’s portion of the major lien fund to Omega;
- g. If any action is instituted to enforce the Design Agreement, the prevailing party is entitled to recovery all costs, fees, and reasonable attorneys’ and paralegals’ fees on a solicitor and own client basis; and
- h. The Design Agreement was governed by the law of Alberta.

6. Omega has issued invoices (the “Omega Invoices”) to Coalspur for services rendered as follows:

Invoice No.	Date Due	Invoice amount
203031.1	12/32020	\$10,005.00
203031.2	12/31/2020	\$6,690.00

203031.3	2/5/2021	\$9,235.00
Total		\$25,930.00

7. Coalspur has failed to pay the Omega Invoices, after receiving 10 days' notice of the unpaid invoices, and the amount of \$25,930.00 remains due and owing.

8. Omega has fulfilled all of its obligations to Coalspur in accordance with the terms of the Design Agreement.

9. On or about November 30, 2020, ELink and Coalspur entered into an agreement entered into a purchase agreement (the "Purchase Agreement") pursuant to which, among other things:

- a. Coalspur agreed to purchase from ELink 10 Omega Beams (the "Beams") for use as a temporary bridge at the Mine;
- b. The purchase price was \$28,900 USD per Beam, plus \$1,600 USD per Beam blast and gray coating, for a total purchase price of \$305,000.00 USD;
- c. The purchase price would be invoiced 25% on the date of the Purchase Agreement, 25% upon completion of the final design of the project; 25% on the first delivery of the Beams and 25% within 45 days of the last Beam delivered to Coalspur;
- d. Coalspur would pay to ELink such invoiced amounts within 30 calendar days of receipt of such invoices;
- e. Coalspur was to retain 10% of the value of the services rendered and to release the holdback to ELink pursuant to the terms of the Builders' Lien Act. When 45 days expired from the date of the certificate of substantial performance in respect of the delivery of the Beams, and no liens registered with respect to ELink's delivery of the Beams, Coalspur was to release ELink's portion of the major lien fund to ELink; and,
- f. The Purchase Agreement was governed by the law of Alberta and is a contract made in the Province of Alberta.

10. ELink has delivered the Beams, and fulfilled all of its obligations to Coalspur in accordance with the terms of the Purchase Agreement.

11. ELink has issued invoices (the "ELink Invoices") to Coalspur pursuant to the terms of the Purchase Agreement as follows:

Invoice No.	Date Due	Invoice amount
204014.2	1/15/2021	\$76,250.00 USD
204014.3	2/4/2021	\$152,500.00 USD

Total		\$228,750.00 USD
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12. Demand has been made for the ELink Invoices and Coalpsur has failed to pay the Invoices within 30 day of service, and the amount of \$228,750.00 USD remains due and owing.

13. At all material times, Coalpsur was or is the “Owner” of the Lands, as defined in the Builders’ Lien Act, and at whose request, express or implied, and on whose credit, on whose behalf, with whose privity and consent, or for whose direct benefit, the Beams were supplied by ELink.

14. By reason of supplying the Beams, ELink became entitled to a valid builders’ lien upon the Lands in an amount of at least \$228,750.00 USD plus interest and costs.

15. In further breach of the Purchase Contract and its statutory obligations pursuant to the Builders’ Lien Act, Coalpsur failed neglected or refused to pay ELink the holdback amount on the first calendar following the expiry of the holdback period.

16. As a result of Coalpsur’s failure or refusal to pay the amount due and owing to ELink, pursuant to the *Builders’ Lien Act*, ELink registered a builders’ lien in the amount of \$228,750.00 USD plus interest and costs against title to the Lands on February 5, 2021 as Registration No. 2100109 (the “Lien”).

17. The Beams were supplied by ELink on or in respect of an improvement to the Lands as defined by the *Builders’ Lien Act*, and ELink states that as a result of the Beams supplied, the value of the Lands has increased by at least the amount of \$228,750.00 USD plus interest and costs.

18. ELink refers to section 69 of the *Builders’ Lien Act* and states that it is entitled to costs on a solicitor and own client basis, as well as costs of the proceedings as a result of the failure of Coalpsur to fulfill the terms of the Purchase Agreement in respect of which the Lien is sought to be enforced.

19. ELink pleads and relies upon the provisions of the Builders’ Lien Act, as amended and the regulations thereunder.

20. In the alternative, the Defendant has been unjustly enriched to the extent of \$25,930.00 USD in respect of Omega and \$228,750.00 USD in respect of ELink, and the Plaintiffs deprived of monies that are rightfully the Plaintiffs’, with there being no juristic reason for the same.

21. Such further and other facts as may be pled at a trial of the matter.

Remedy sought:

22. Judgment against the Defendant awarding Omega the sum of \$25,930.00 USD for amounts owing under the Design Contract;

23. Judgment against the Defendant awarding Omega interest on the sum of \$25,930.00 USD at the rate of 1.5% per month from the date of invoice to the date of payment or in the alternative, judgment for interest pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1 for amounts owing on the Omega Invoices;

24. Judgment against the Defendant awarding ELink the sum of \$228,750.00 USD for amounts owing under the Purchase Contract;
25. Judgment against the Defendant awarding ELink interest on the sum of \$228,750.00 USD pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1 for amounts owing on the ELink Invoices;
26. A Judgment, Declaration or Order that ELink is entitled to a valid and subsisting charge under the Builders' Lien Act against the Lands in the sum of \$228,750.00 USD plus interest and costs;
27. An order that the Lands be sold to satisfy any unpaid judgment;
28. In the alternative:
 - a. Judgment against the Defendant awarding Omega the sum of \$25,930.00 USD for amounts owing under the Design Contract;
 - b. Judgment against the Defendant awarding Omega interest on the sum of \$25,930.00 USD at the rate of 1.5% per month from the date of invoice to the date of payment or in the alternative, judgment for interest pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1 for amounts owing on the Omega Invoices;
 - c. Judgment for costs on a solicitor and his/her own client basis; and,
 - d. A direction that the 10 Beams be returned to ELink at the original shipping location in St. Louis, Missouri, United States of America by August 31, 2021 and waiving any claim by the Defendant to the 10 Beams and associated intellectual property.
29. In the further alternative, judgment for damages for unjust enrichment in the amount of \$228,750.00 USD to ELink and \$25,930.00 USD to Omega, plus interest pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1;
30. Judgment for costs on a solicitor and his/her own client basis; and,
31. Such further and other relief as the nature of the case may require and this Honourable Court may deem just to grant.

NOTICE TO THE DEFENDANT(S):

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a Statement of Defence or a Demand for Notice in the Office of the Clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your Statement of Defence or a Demand for Notice on the Plaintiff's (s') address for service.

WARNING:

If you do not file and serve a Statement of Defence or a Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve or are late in doing either of these things, a court may give a judgment to the Plaintiff(s) against you.



Clerk's stamp:

COURT FILE NUMBER 2103-11022

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF OMEGA TRESTLE LLC and CONSTRUCTION E LINK, INC.

DEFENDANT: COALSPUR MINES (OPERATIONS) LTD.

DOCUMENT: **CERTIFICATE OF LIS PENDENS**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PERSON FILING THIS DOCUMENT: **Field LLP**
 Barristers and Solicitors
 #2500 - 10175 101 Street NW
 Edmonton AB T5J 0H3
 Ph: 780-423-3003; Fax: 780-428-9329
 File No. 74151-1

THIS IS TO CERTIFY that proceedings have been taken in Court to enforce a certain Builders' Lien registered in favour of the Plaintiff against property legally described as follows:

Agreement Type/Number	Land
013 1308120624	All Lands

which builders' lien was registered on February 5, 2021 as Registration No. 2100109.

Dated at the City of Edmonton, Alberta, on the 30th day of July, 2021.

BFooks

For the Clerk of the Court

This is Exhibit "J" referred to

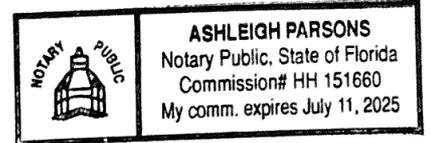
In the Affidavit of

Kevin Lathach

Sworn before me this 22 day
of October A.D., 2021

Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida





Energy Operations
PNG Tenure
9945 108 Street
North Petroleum Plaza
Edmonton, Alberta T5K 2G6
Canada
Telephone: (780) 427 8955
Email: Melanie.Kruger@gov.ab.ca
www.alberta.ca

August 5, 2021

File No: 013-1308120624
Your File No: 74151-1

FIELD LLP
444 7 AVE SW SUITE 400
CALGARY AB T2P 0X8

Attention: Lindsey Miller

Document Registration No: 2101057

RE: DOCUMENT REGISTRATION ADVICE
REGISTRATION DATE: August 03, 2021

The document you recently submitted has been registered in Alberta Energy's corporate records as requested.

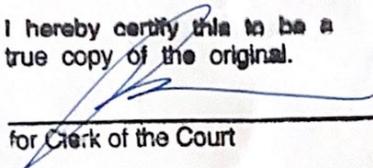
Enclosed for your records is a registered copy of the Certificate of Lis Pendens.

The registration fee associated with this encumbrance is \$50.00 and an invoice will be sent out to your company shortly. Please ensure that this amount is paid within 60 days of the invoice date. If payment is not received, Alberta Energy may pursue other remedies to collect any unpaid amounts.

Sincerely,

Melanie Kruger
Land Analyst, Registrations
Agreement Administration

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


for Clerk of the Court

Clerk's stamp:



COURT FILE NUMBER 2103-11022
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF OMEGA TRESTLE LLC and CONSTRUCTION E LINK, INC.
DEFENDANT: COALSPUR MINES (OPERATIONS) LTD.
DOCUMENT: CERTIFICATE OF LIS PENDENS
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PERSON FILING THIS DOCUMENT: Field LLP
Barristers and Solicitors
#2500 - 10175 101 Street NW
Edmonton AB T5J 0H3
Ph: 780-423-3003; Fax: 780-428-9329
File No. 74151-1

THIS IS TO CERTIFY that proceedings have been taken in Court to enforce a certain Builders' Lien registered in favour of the Plaintiff against property legally described as follows:

Agreement Type/Number	Land
013 1308120624	All Lands

which builders' lien was registered on February 5, 2021 as Registration No. 2100109.

Dated at the City of Edmonton, Alberta, on the 30th day of July, 2021.

B Fooks

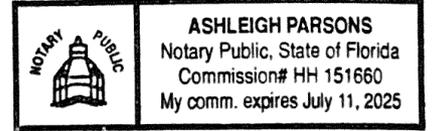
For the Clerk of the Court

This is Exhibit "K" referred to

In the Affidavit of

Kevin Latman

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida

PROOF OF CLAIM

For all Pre-Filing Claims and/or Subsequent Claims relating to Coalspur Mines (Operations) Ltd. and/or its current or former Directors or Officers

(See Reverse for Instructions)

Regarding the claim of Construction e Link, Inc. (referred to in this form as “**the creditor**”).

All notices or correspondence regarding this claim to be forwarded to the creditor at the following address:

c/o Field LLP, 2500 10175 101 Street, Edmonton, AB T5J 0H3
Telephone: 780-423-7649
Fax:: 780-428-9392
Email: lmiller@fieldlaw.com

Have you acquired this Claim by assignment? If yes, if not already provided, attach documents evidencing assignment.

Yes: No: (if yes, attach documents evidencing assignment)

If Yes, Full Legal Name of Original Creditor(s): _____

I, Kevin Lathan, residing in the City of Clearwater, in the State of Florida, in the United States of America do hereby certify that:

1. I am the President of the creditor.
2. I have knowledge of all the circumstances connected with the Claim referred to in this form.
3. I have a Pre-Filing Claim

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada noon spot exchange rate as at April 26, 2021. The Canadian Dollar/US Dollar rate of exchange on that date was C\$1.2412/US\$1.00.)

4. The debtor was, (as at April 26, 2021 in respect of a Pre-Filing Claim **OR** after April 26, 2021 in respect of a Subsequent Claim), and still is indebted to the creditor in the sum of \$228,750.00 USD (\$283,924.50 CAD) as shown by the statement of account attached hereto and marked **Schedule “A”**. Pre-Filing Claims should not include the value of goods and/or services supplied after April 26, 2021. If a creditor’s claim is to be reduced by deducting any counter claims and/or claims to set-off to which the

Applicant is entitled and/or amounts associated with the return of equipment and/or assets by the Applicant, please specify.

5. The statement of account must specify the vouchers or other evidence in support of the claim including the date and location of the delivery of all services and materials. Any claim for interest must be supported by contractual documentation evidencing the entitlement to interest.
6. A. Unsecured claim of _____. In respect of the said debt, the creditor does not and has not held any assets as security.
- X B. Secured claim of \$283,924.50 CAD. In respect of the said debt, the creditor holds assets valued at \$283,924.50 CAD as security:

See the attached documents at Schedule "B". The debtor purchased 10 Omega Beams from the creditor under a purchase order contract dated November 30, 2020 for a total purchase price of \$305,000 USD, payable in four installments. The Omega Beams were delivered in December 2020 and the creditor provided ongoing support on the installation and use of the Omega Beams until a few days prior to the CCAA filing. The last three payments for the Omega Beams were not paid by the debtor. A builder's lien was filed against the mine lease held by the debtor, and a Statement of Claim and CLP filed and registered against the mine lease within 180 days of registration of the lien.

In the event that the monitor disallows the claim as a secured claim, the creditor asserts in the alternative an unsecured claim for \$283,924.50 CAD on the basis of the above and attached information.

Provide full particulars of the Claim, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which have guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of invoices, particulars of all credits, discounts, etc, claimed. If a claim is made against any Directors and/or Officers, specify the applicable Director(s) and/or Officer(s) and the legal basis for the Claim against them. Attach all supporting documents as Schedule "B".

Dated at CLEARWATER, FL, this 21st day of September, _____ 2021.
(Insert city)

Brandy D. Lathan Kevin Lathan
Witness

Must be signed and witnessed

Instructions for Completing Proof of Claim Forms

In completing the attached form, your attention is directed to the notes on the form and to the following requirements. Unless otherwise defined, all capitalized terms used herein shall have the meaning given to those terms in the Claims Process.

Proof of Claim:

1. The form must be completed by an individual and not by a corporation. If you are acting for a corporation or other person, you must state the capacity in which you are acting, such as, "Credit Manager", "Treasurer", "Authorized Agent", etc., and the full legal name of the party you represent.
2. The person signing the form must have knowledge of the circumstances connected with the claim.
3. A Statement of Account containing details of the Claim, and if applicable, the amount due in respect of property claims, must be attached and marked Schedule "A".
4. The Proof of Claim must clearly specify the amount of the Claim and, if in a foreign currency, must be converted to Canadian dollars at the Bank of Canada noon spot exchange rate as at the Filing Date (April 26, 2021). The Canadian Dollar/US Dollar rate of exchange on that date was C\$1.2412/US\$1.00.
5. The Proof of Claim must provide full particulars of the Claim, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which have guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of invoices, particulars of all credits, discounts, etc, claimed. If a claim is made against any Directors and/or Officers, specify the applicable Director(s) and/or Officer(s) and the legal basis for the Claim against them.
6. Any amounts claimed as interest should be clearly noted as being for interest.
7. The form must indicate whether the Claim is a Pre-Filing Claim or a Subsequent Claim. Pre-Filing Claims should not include the value of goods and/or services arising after April 26, 2021.
8. The nature of the claim must be indicated by ticking the type of claim which applies:

Ticking (A) indicates the claim is unsecured;

Ticking (B) indicates the claim is secured, such as a mortgage, lease, or other security interest, and the value at which the creditor assesses the security must be inserted, together with the basis of valuation. Details of each item of security held should be attached as Schedule "B" and submitted with a copy of the chattel mortgage, conditional sales contract, security agreement, etc.
9. The person signing the form must insert the place and date in the space provided, and the signature must be witnessed.

The completed Proof of Claim and all supporting documentation must be sent on or before the Claims Bar Date (September 23, 2021) or the Subsequent Claims Bar Date (the later of: (i) the Claims Bar Date; and (ii) 5:00 p.m. (Mountain Time) on the day which is 15 days after the date on which the agreement in question was disclaimed or resiliated), to both the Applicant and the Monitor at:

To the Monitor:

FTI Consulting Canada Inc.

In its capacity as the court appointed
Monitor of Coalspur Mines (Operations)
Ltd. Attention: Hailey Liu

Suite 1610, 520 5th Avenue S.W.

Calgary, AB T2P 3R7

Email: Hailey.Liu@fticonsulting.com

Phone: 403.454.6040

Facsimile: 403.232.6116

To the Applicant:

Osler, Hoskin & Harcourt LLP

Attention: Elena Pratt

Brookfield Place, Suite 2700

225 6 Ave SW

Calgary, AB T2P 1N2

Email: epratt@osler.com

Phone: 403.260.7000

Facsimile: 403.260.7024

Additional information regarding Coalspur Mines (Operations) Ltd. and the CCAA process, as well as copies of claims documents may be obtained at <http://cfcanada.fticonsulting.com/coalspur>.

If there are any questions in completing the Proof of Claim, please contact the Monitor at 1-833-768-1171 or Coalspur@fticonsulting.com.

Any Claim not delivered to the Monitor and the Applicant at the above noted addresses by the Claims Bar Date or the Subsequent Claims Bar Date, as applicable, will, unless otherwise ordered by the Court of Queen's Bench of Alberta, be barred and extinguished and may not thereafter be advanced against the Applicant and/or its current or former Directors and Officers.

Schedule A

Attached in support of the claim of Construction e Link Inc. is a copy of the following invoices:

Invoice No.	Date Due	Invoice amount
204014.2	1/15/2021	\$76,250.00 USD
204014.3	2/4/2021	\$152,500.00 USD
Total		\$228,750.00 USD

Invoice

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS™

Phone: 727-449-2100

Fax: 208-474-7756

klathan@constructionelink.com

www.constructionelink.com

Bill To
Coalspur Mines (Operations), LTD. P.O. Box 6146 Hinton, AB T7V 1X5 Attn: Mr. Ian Shaw

P.O. No.	Invoice Date	Invoice #
4500026369	12/16/2020	204014.2

Item	Description	Qty	Rate	Amount
Res. Mgt.	Partial payment for ten (10) New Omega Beams OB36 x 48 x 1 at 40 ft per Agreement #204014 Dated: November 30, 2020. (Purchase Order No. 4500026369) 25% of Purchase Price on or after the first delivery of the Omega Beams at the Destination. As of 12/16/2020 all 5 loads (10 Omega Beams) have been delivered to Buyer's Vista Mine located at 24301 HWY 16E, Yellowhead County AB T7V1X5 CANADA. Out of State - Sales and Use Tax accrued and paid by Buyer	1	76,250.00	76,250.00
			0.00%	0.00

Mail to:
1130 Cleveland St, #285 Clearwater, FL 33755 or P.O. Box 3175 Clearwater, FL 33767

Terms	Due Date
Net 30	1/15/2021

Total	\$76,250.00
Payments/Credits	\$0.00
Balance Due	\$76,250.00

Wire Transfer to:
SunTrust Bank 2150 Cleveland St. 33765 727 443 3491 Acct. # 1 00000 3974689 ABA Routing # 061000104 Swift Code SNTRUS3A

Please make payable to Construction e Link, Inc.

Thank You for your business.

Invoice

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS™

Phone: 727-449-2100

Fax: 208-474-7756

klathan@constructionelink.com

www.constructionelink.com

Bill To
Coalspur Mines (Operations), LTD. P.O. Box 6146 Hinton, AB T7V 1X5 Attn: Mr. Ian Shaw

P.O. No.	Invoice Date	Invoice #
4500026369	1/5/2021	204014.3

Item	Description	Qty	Rate	Amount
	Ten (10) New Omega Beams OB36 x 48 x 1 at 40 ft per Agreement #204014 Dated: November 30, 2020. (Purchase Order No. 4500026369)			
Res. Mgt.	25% of the Purchase Price after completion of the certified final design of the project.	1	76,250.00	76,250.00
Res. Mgt.	25% of the Purchase Price within 45 days after the last Omega Beam is delivered to the Destination.	1	152,500.00	152,500.00
Customer De...	Customer Deposit received on account Out of State - Sales and Use Tax accrued and paid by Buyer	-1	76,250.00 0.00%	-76,250.00 0.00

Mail to:
1130 Cleveland St, #285 Clearwater, FL 33755 or P.O. Box 3175 Clearwater, FL 33767

Terms	Due Date
Net 30	2/4/2021

Total	\$152,500.00
Payments/Credits	\$0.00
Balance Due	\$152,500.00

Wire Transfer to:
SunTrust Bank 2150 Cleveland St. 33765 727 443 3491 Acct. # 1 00000 3974689 ABA Routing # 061000104 Swift Code SNTRUS3A

Please make payable to Construction e Link, Inc.

Thank You for your business.

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS™

STATEMENT

Statement Date: 4/30/2021

e Link job #: 204014

Client: Coalspur Mines (Operations), LTD.

Resource Type: Omega Beams

Invoice #	Date Due			Days Past Due
204014.1	12/2/2020	Customer Deposit 25%	\$ 76,250.00	
		PAID WT 12/10/2020	\$ (76,250.00)	
204014.2	1/15/2021	25% After Delivery of 10 Omega Beams	\$ 76,250.00	105
204014.3	2/4/2021	25% Final Design 25% Final Payment	\$ 152,500.00	85
TOTAL AGREED AMOUNT STILL DUE			\$ 228,750.00	
TOTAL AMOUNT OVERDUE			\$ 228,750.00	

Please send payments for overdue Invoices.

Thank you

SCHEDULE B

Attached in support of the creditor's claim is:

- A purchase agreement dated November 30, 2020 (the "Purchase Agreement"),
- Confirmation of the Builder's Lien registered against mineral agreement 013 130812062 (the "mineral title")
- Statement of Claim
- Certificate of Lis Pendens
- Confirmation of registration of CLP on the mineral title.

Materials were delivered on or about December 16, 2020 and work relating to consultation and installation continued until February 2021.

**PURCHASE
AGREEMENT**

204014 Date: 30 Nov. 2020

Construction e Link, Inc.



HEAVY CONSTRUCTION RESOURCE MANAGERS

PO Box 3175 Clearwater, FL 33767

Tele: 727 449 2100 Fax: 208 474 7756

info@constructionelink.com

This Purchase Agreement (the "**Agreement**") is between **CONSTRUCTION E LINK, INC.**, a Florida corporation, whose address is PO Box 3175 Clearwater, FL 33767 (hereafter the "**Agent**") and **COALSPUR MINES (OPERATIONS), LTD.**, an Alberta corporation, whose address is P.O. Box 6146, Hinton, AB T7V 1X5. (hereafter the "**Buyer**") (collectively the "**Parties**").

The Parties agree as follows:

1. **Product Order:** Buyer agrees to purchase, and Agent agrees to sell the property described as: ten (10) New Omega Beams OB36 x 48x1 at 40' as further described in Attachment "A" and as referenced in Buyer Purchase Order No. 4500026369 attached hereto as Attachment B for reference (each an "**Omega Beam**" and together the "**Omega Beams**"). Buyer intends to use the Omega Beams in the construction of a temporary bridge at the Destination (as herein defined) (the "**Project**").
2. **Agent:** The Agent is acting as the agent and intermediary to Omega Trestle, LLC ("**Omega**") in order to facilitate resale of the Omega Beams by Agent and the purchase of the Omega Beams by Buyer. Agent represents and warrants that it is the owner of the Omega Beams, that it has the authority to act as agent and intermediary to Omega, and that it has the authority to enter into this Agreement for the purchase and sale of the Omega Beams.
3. **Buyer Indemnification:** Agent and Omega, and their respective affiliates, owners, directors, officers and employees are not responsible for any non-intended use, application or modifications to the Omega Beams by Buyer and such use or modifications of the Omega Beams shall make any express and/or implied warranties null and void, unless approved in writing by Agent and Omega. Buyer shall indemnify, defend and hold Agent, and its respective affiliates, owners, directors, officers and employees harmless for any and all non-intended use of, application of or modifications to the Omega Beams in contravention of the Agreement, and from any claims, rights, demands, damages, actions and causes of action (collectively "**Losses**") suffered, sustained, paid or incurred by Agent as a result of anything done or not done by Buyer in breach of this Agreement, and regardless of whether the claim is based in negligence, breach of contract, breach of statutory duty or any other legal or equitable basis.
4. **Agent Indemnification:** Agent will indemnify, defend, and hold harmless Buyer, and its affiliates, owners, directors, officers and employees from and against all Losses suffered, sustained, paid or incurred by Buyer as a result of anything done or not done by Agent in breach of this Agreement, and regardless of whether the claim is based in negligence, breach of contract, breach of statutory duty or any other legal or equitable basis.
5. **Specifications:** Agent warrants that the Omega Beams provided will meet the design specifications set forth in the Omega Trestle catalog drawing detail set out in Attachment "A" hereto. The Agent represents and warrants that the Omega Beams shall be free of liens and encumbrances of any kind and nature at the time of delivery to Buyer at the Destination.
6. **Price:** the purchase price for ten (10) Omega Beams is as follows:
 - (a) \$28,900/beam, plus
 - (b) \$1,600/beam blast & gray coating,

for a total Purchase Price of US\$ 305,000 (the "**Purchase Price**") which shall be paid in accordance with Section 12 hereof. Any and all applicable fees and taxes related to importation, sales/purchase & use (tariffs,

freight forwarding charges, taxes, import fees) are to be accrued and paid directly by Buyer.

7. **Quantity:** Ten (10) beams.
8. **Delivery:** Agent shall load the Omega Beams onto transport vehicles procured by Buyer, FOB in Fallon, Missouri, and thereafter Buyer, at its sole cost and expense, including without limitation, Buyer's obligation for all sales or use taxes, duties and fees related to the transport and delivery of the Omega Beams, shall arrange for delivery of the Omega Beams to Buyer's Vista Mine located at 24301 HWY 16E, Yellowhead County AB T7V1X5 CANADA or such other location mutually agreed upon by the Parties (the "**Destination**"). Buyer shall be responsible for unloading the Omega Beams. Once the Omega Beams have been fully loaded onto Buyer's transport vehicles, all title, liability and risk of loss shall pass to the Buyer from the Agent. Upon delivery of the Omega Beams to the Destination, Buyer shall inspect the visual condition of the Omega Beams within five (5) calendar days, and if as a result of said inspection, Buyer determines that the Omega Beams do not meet the specifications described in Attachment "A" or do not comply with this Agreement or are not fit for their intended use and purpose, Buyer shall provide Agent with notice that it rejects the Omega Beams ("**Rejected Omega Beams**") and Agent shall have thirty (30) calendar days to repair or replace the Rejected Omega Beams. The Parties acknowledge that delivery of all Omega Beams shall require an estimated five (5) deliveries to the Destination.
9. **Schedule:** Agent shall use all commercially reasonable efforts to load all of the Omega Beams to the by December 15th, 2020.
10. **Inspections:** Performed by Buyer upon receipt or request in accordance with standard industry practice.
11. **Documentation:** Agent shall provide to Buyer load tickets and load tracking and all other documentation required to be delivered to Buyer, including any documentation provided by Omega or the manufacturer or fabricator (TRINITY PRODUCTS, LLC) of the Omega Beams.
12. **Payment & Terms:** Agent shall invoice Buyer for the Purchase Price as follows:
 - (a) 25% (US \$76,250) of the Purchase Price on the date of this Agreement; THIS DEPOSIT PAYMENT IS TO BE RECEIVED PROIR TO LOADING OF BEAMS AT TRINITY PRODUCTS, LLC YARD.
 - (b) 25% (US \$76,250) of the Purchase Price on or after completion of the certified final design of the Project;
 - (c) 25% (US \$76,250) of the Purchase Price on or after the first delivery of the Omega Beam(s) at the Destination; and
 - (d) 25% (US \$76,250) within 45 days after the last Omega Beam is delivered to the Destination,

and Buyer shall pay to Agent such invoiced amounts within thirty (30) calendar days of receipt such invoice; provided that, if Buyer rejects any of the Omega Beams pursuant to this Agreement, no payments, applicable to the Rejected Omega Beams, shall be due or payable until the Rejected Omega Beams have been repaired or replaced in accordance with this Agreement. Subject to Section 26 herein, and notwithstanding anything else to the contrary in this Agreement, in the event the Omega Beams are not delivered to the Destination by December 30th in accordance with this Agreement, Agent shall return to Buyer all portions of the Purchase Price paid by Buyer to Agent as of the date thereof within five (5) calendar days and this Agreement shall terminate at the sole discretion of the Buyer.

13. **Special Conditions:** If at any point Buyer receives a bona fide offer from a third party to purchase, lease or rent any or all of the Omega Beams ("**Third Party Offer**"), Buyer shall, within thirty (30) calendar days, deliver a written notice to Agent, including reasonable details of the Third Party Offer ("**ROFR Notice**"). Upon receipt of the ROFR Notice, Agent shall have fifteen (15) calendar days to deliver to Buyer a notice either (i) offering to purchase the Omega Beams for a sum of at least US\$101,150.00 ("**ROFR Exercise Notice**"), or (ii) declining to purchase the Omega Beams on the terms set out in this Section 13. If Agent delivers the ROFR Exercise Notice to Buyer in accordance with this Section 13, Buyer shall sell to Agent the Omega Beams for the price set out in this Section 13 and on terms to be mutually agreed upon by the Parties. Summer 2021

project site access of Agent and assistant to be facilitated by Buyer.

If Agent does not provide Buyer with notice in accordance with this Section 13 within fifteen (15) calendar days of receiving the ROFR Notice, Agent shall be deemed to have declined to exercise its right of first refusal pursuant to this Section 13 and Buyer shall be free to accept the Third Party Offer.

In the event Agent declines to purchase the Omega Beams in accordance with the ROFR Notice, and the transaction contemplated by such Third Party Offer does not close, Agent's rights to purchase the Omega Beams shall survive and any subsequent Third Party Offer received by Buyer regarding the Omega Beams shall be subject to the terms of this Agreement.

14. **Intellectual Property Rights:** Buyer agrees that any and all patents, copyrights and trademarks ("**Intellectual Property Rights**") related to or pertaining to the Omega Beams are solely owned and held by Agent and/or Omega, and neither this Agreement nor any other agreement by and between Buyer and Agent, shall be construed to grant Buyer any right to license or distribute any Intellectual Property Rights to the Omega Beams, without the prior written consent of Agent.
15. **Builders' Lien Holdback:** Buyer shall retain from all payments due and payable to Agent hereunder an amount equal to 10% of the value of the Services actually performed and materials furnished, and shall release the holdback amount to Agent, all as required by the provisions of the Builders' Lien Act (Alberta). Notwithstanding the foregoing, when forty-five (45) days have expired from the date of issue of the certificate of substantial performance in respect of Agent's delivery of Omega Beams, as verified by Buyer, and no builders' liens have been registered for the work related to Agent's delivery of Omega Beams, Buyer shall promptly release Agent's portion of the major lien fund to Agent.
16. **Termination:** A Party may terminate this Agreement immediately by written notice to the other Party:
 - (a) if the other party materially breaches this Agreement and, where the breach is capable of being cured, fails to remedy that breach within fifteen (15) calendar days after receiving written notice of the breach; or
 - (b) ceases to conduct business in the normal course, is unable to meet its debts as they come due, makes an assignment for the benefit of its creditors, or becomes subject to any form of insolvency or bankruptcy proceedings that are not dismissed within 60 calendar days.

Notwithstanding the foregoing, should either Party need more time to cure a default described in Section 16(a) above, and so long as the alleged defaulting Party is in good faith actively and diligently pursuing to cure same, the Parties agree to give the defaulting Party such additional reasonable time as needed in the reasonable discretion of non-defaulting Party.

17. **Entire Agreement:** The Agreement shall constitute the entire agreement between Buyer and Agent. The parties shall not be bound by any statement, representation, promise, inducement, or understanding of any kind not set forth in the Agreement.
18. **Warranties:** Agent warrants that the Omega Beams shall be manufactured in accordance with all specifications set out in this Agreement and Attachment "A" attached hereto. In addition, Agent shall undertake to provide Buyer with all manufacturers' and other warranties applicable to the Omega Beams. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND AGENT MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS SOLD HEREUNDER, WHETHER AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. IN NO EVENT SHALL AGENT OR ITS INSURERS, AFFILIATES, OWNERS, DIRECTORS, OFFICERS, OR EMPLOYEES BE HELD LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES IN EXCESS OF THE COMPENSATION TO BE PAID TO AGENT UNDER A PARTICULAR PURCHASE ORDER, OR SUCH MINIMUM AMOUNT AS IS PERMITTED BY LAW.

19. **Continuing Agreement:** After the date hereof, the covenants and agreements contained in this Agreement shall continue in effect until performed and discharged except to the extent the continued effectiveness or enforceability of any such agreement or covenant is limited in duration as expressly provided herein.
20. **Governing Law and Disputes:** This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall, in all respects, be treated as a contract made in the Province of Alberta.

Each Party will, prior to initiating a legal proceeding under this Agreement, consult with the other party regarding any dispute or controversy arising under this Agreement (a “**Dispute**”) and will, in good faith, negotiate with the other party in an attempt to resolve the Dispute on an amicable basis.

The parties agree that any Dispute that has not been resolved within 60 calendar days after the commencement of the good faith negotiations required above will be conclusively settled by submission to arbitration pursuant to the then current Arbitration Rules of the ADR Institute of Canada (the “**ADRIC Rules**”). Unless the Parties agree otherwise, the arbitration shall not be an administered arbitration. The venue and the seat of the arbitration shall be Calgary, Alberta. The language of the arbitration shall be English. Unless the Parties agree otherwise, a sole arbitrator will be appointed (the “**Arbitrator**”) in accordance with the ADRIC Rules. Any decision rendered by the Arbitrator shall be final and binding upon the Parties and not subject to appeal, and judgment may be entered upon it in accordance with applicable law in Alberta.

21. **Assignment and Enurement:** This Agreement shall be binding upon and enure to the benefit of the Parties and their successors and permitted assigns. Buyer may assign an interest in this Agreement and the Omega Beams to an affiliate without the prior written consent of Agent. No Person other than the Parties and their successors and permitted assigns shall be entitled to any rights or benefits hereunder.
22. **Notices:** All notices required or permitted hereunder or with respect to this Agreement shall be in writing and shall be deemed to have been properly given and delivered when delivered personally or transmitted by confirmed facsimile addressed to the Parties, respectively, as follows:

Agent: **Construction E Link, Inc.**

Fax No.: **[●]**

Attention: **Kevin Lathan**

Buyer: **Coalspur Mines (Operations) Ltd.**

Fax No.: **[●]**

Attention: **Ian Shaw**

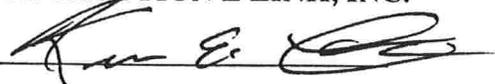
Any notice, communication and statement required, permitted or contemplated hereunder shall be in writing and sent by personal service, facsimile or other means and shall be deemed received when delivery or reception of the transmission is complete except that, if such delivery or transmission is sent on a Saturday, Sunday or day when the receiving Party's office is not open for the regular conduct of business, or on or after 4:00 p.m., such notice or communication shall be deemed to be received on the next business day that such office is open for the regular conduct of business.

A Party may change its address for service by giving written notice of such change to the other Party at its above address, and such changed address for service thereafter shall be effective for all purposes of this Agreement.

23. **Number and Gender:** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
24. **Invalidity of Provisions:** In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
25. **Waiver:** No waiver by any Party of any breach of any of the terms, conditions, representations or warranties in this Agreement shall take effect or be binding upon that Party unless the waiver is expressed in writing under the authority of that Party and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.
26. **Delays:** Agent shall not be responsible for delays in production and/or delivery of the Omega Beams subject to this Agreement for unavoidable or unforeseeable causes beyond the control and solely without fault of Agent, including without limitation, acts of God, war (declared or undeclared), acts of any governmental authorities, riot, revolution, civil commotion, fires, epidemic, pandemic, quarantine orders, unforeseeable difficulties in manufacturing, or localized strikes.
27. **Amendment:** This Agreement shall not be varied or amended by oral agreement or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party.
28. **Counterpart Execution:** This Agreement may be executed in counterpart and all executed counterparts together shall constitute one agreement. Signature pages from separate counterparts may be combined to form a single counterpart. This Agreement shall not be binding upon any Party unless and until executed by all Parties.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

CONSTRUCTION E LINK, INC.

By: 

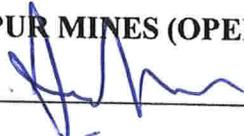
Kevin E. Lathan

Date: 30 Nov. 2020

FL Tax ID No. 62-8012462032-6

FEIN 33-1024382

COALSPUR MINES (OPERATIONS), LTD.

By: 

Date: 12/10/20

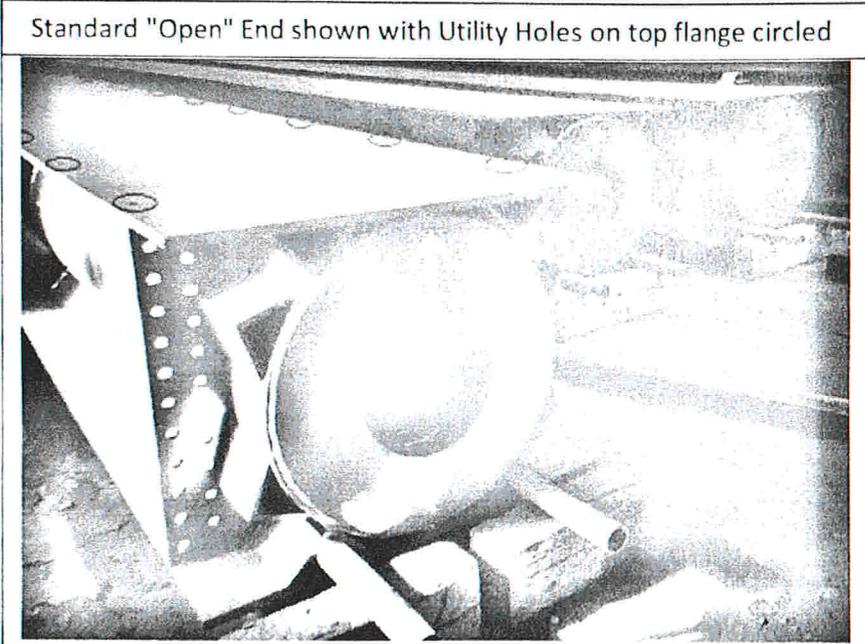
Attachment A

**OMEGA BEAM
CATALOG CUT**



Omega Trestle, LLC
 1130 Cleveland Street Suite 285, Clearwater, FL 33755
 Tel: 727 449 2100 www.OmegaTrestle.com info@omegatrestle.com

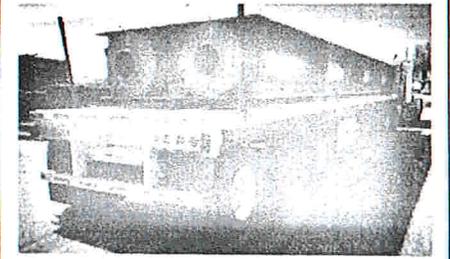
OB 36 x 48 x 1 at 40 ft. nominal; 36 " high x 48 " wide x 40 ft. long
"Full Shear" standard end connections with openings for four (4) 1" coil bolts to be hand tightened.
Lifting Holes, four (4) additional lifting holes in top flange, make safe and simplified handling.
Utility Holes near edges of top flange for 1" bolts (nom. 1-1/16" holes). 16" from end, then 32" on center.
Optimized Transport at 40 ft., Ships two (2) per standard legal load, six (6) per typical rail car.



SECTION PROPERTIES

Theoretical Section Weight= 580 lbs/LF
 Shipping Unit Weight = 23,300 lbs.

Moment of Inertia	Section Modulus
$I_x = 40315 \text{ in}^4$	$S_x = 2240 \text{ in}^3$
$I_y = 26985 \text{ in}^4$	$S_y = 1124 \text{ in}^3$

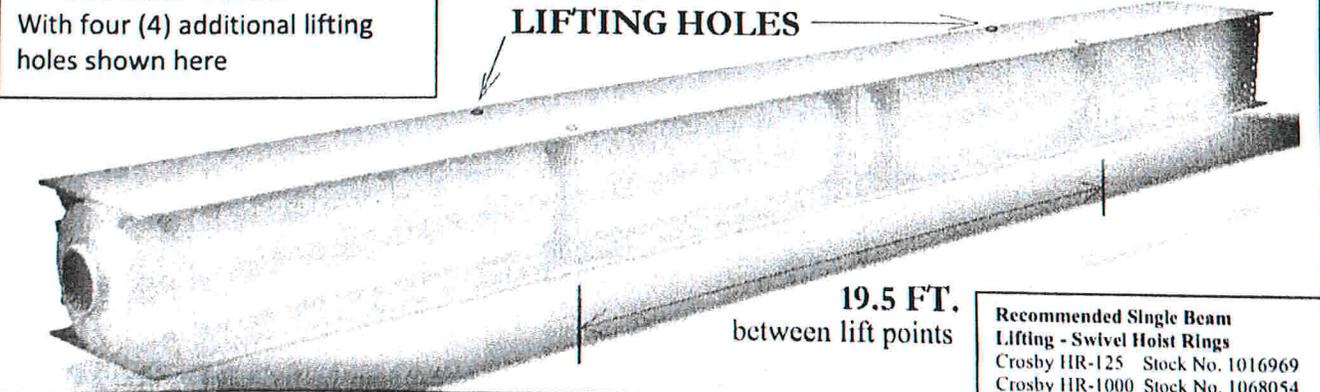


STEEL PROPERTIES

$F_Y \text{ PIPE} = 65 \text{ KSI}$
 $F_Y \text{ PLATE} = 50 \text{ KSI}$
 $F_Y \text{ ANGLE} = 50 \text{ KSI}$
 Welding Electrodes
 Tensile Strength 80 KSI

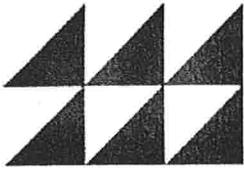
PATENT PROTECTED STRUCTURAL SECTION
 Patent No. 9,228,301 ; 9,228,302 ; 9,834,896

"Full Shear" Pin End
 With four (4) additional lifting
 holes shown here



**Recommended Single Beam
 Lifting - Swivel Hoist Rings**
 Crosby HR-125 Stock No. 1016969
 Crosby HR-1000 Stock No. 1068054

The information presented herein has been prepared in accordance with recognized engineering principles and is for general information only. While it is believed to be accurate, this information should not be used or relied upon for any specific application without competent professional examination and verification of its accuracy, suitability and applicability by a competent licensed structural engineer, architect or other licensed professional. Publication of the material contained herein is not intended as a representation or warranty on the part of Omega Trestle, LLC, its officers, affiliates, or assigns. Anyone making use of this information assumes all liability arising from such use.



Attachment B

Purchase Order

Billing Address
 COALSPUR MINES OPERATIONS
 PO BOX 6146
 HINTON AB T7V 1X5

Vendor Address
 CONSTRUCTION E LINK INC
 PO BOX 3175
 CLEARWATER FL 33767
 Tel: 727-560-9263
 E-Mail: klathan@constructionelink.com

Information
 Purchase Order No. 4500026369
 Date 10/22/2020
 Vendor No. 309675
 Currency USD
 Buyer Coalspur - Mine
 Phone 780-740-2469
 Fax 780-865-3316
 E-mail vendorsinquiry_bh@bighornmining.com
 Delivery Date ~~10/14/2020~~ *SAME NOV. 30 AGREEMENT*
 Our GST/HST no. 838433423 RT0001 *UPDATE*

Shipping Address: COALSPUR MINES OPERATIONS LTD
 VISTA MINE
 24301 HWY 16E
 YELLOWHEAD COUNTY AB T7V 1X5
 CANADA

Terms of payment: Net due in 30 days *ST. LOUIS MO.* Currency USD

Terms of delivery: FOB(Free on board) /Free on Board

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	10 Beams for Bridge for Sotuh Dump Internal Order No. 601380 South Dump Bridge	1.00	EA	334,500.00 / EA	334,500.00
This is for 10-4' wide x 3' high x 40' long. These beams will make up the main structure of the bridge. The cost of the beams includes shipping to site.					
Net value incl. disc.					334,500.00
					0.00
					334,500.00
Total net value excl. tax USD					334,500.00

DEDUCT FOR FREIGHT BY BUYER - 29,500

REVISED TOTAL \$ 305,000

INSTRUCTIONS TO VENDOR:
 All items herein must comply with all national, state, or provincial statutes, laws and regulations

SIGNATURE _____ DATE _____
 (Purchasing/Accounting)



Energy Operations
PNG Tenure
9945 108 Street
North Petroleum Plaza
Edmonton, Alberta T5K 2G6
Canada
Telephone: (780) 638 3200
Email: Daniel.Langelier@gov.ab.ca
www.alberta.ca

February 08, 2021

File No: 013 1308120624
Your File No(s):

PRIORITY CREDIT MANAGEMENT CORP.
17315 108 AVE NW EDMONTON AB T5S 1G2

Attention: Alysia Lohner

Document Registration No(s): 2100109

RE: DOCUMENT REGISTRATION ADVICE
REGISTRATION DATE: February 05, 2021

The document you recently submitted has been registered in Alberta Energy's corporate records against mineral agreement 013 1308120624 as requested.

Enclosed for your records is a registered copy/copies of the Builders' Lien(s).

Pursuant to Section 43(1) of the Builders' Lien Act, this/these Lien(s) expire(s) within 180 days from the date registered unless a legal action is commenced and a Certificate of Lis Pendens is filed in respect to the Lien(s).

The registration fee associated with this encumbrance is \$50.00 and an invoice will be sent out to your company shortly. Please ensure that this amount is paid within 60 days of the invoice date. If payment is not received, Alberta Energy may pursue other remedies to collect any unpaid amounts.

Sincerely,

Daniel Langelier
Land Analyst, Registrations
Agreement Administration

Statement of Lien Upon Interest in Crown Minerals

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

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

CONSTRUCTION E LINK, INC. of PO BOX 3175, CLEARWATER FL 33767, claims a lien under the Builders' Lien Act upon the interest in minerals of

Owner: COALSPUR MINES (OPERATIONS) LTD.
Address: PO BOX 6146
HINTON AB T7V 1X5

in the following land:

Agreement Type/Number	Land
013 1308120624	All Lands

The mineral is COAL LEASE.

The lien is claimed in respect of the following work or materials, that is to say: SUPPLY OF 10 OMEGA BEAMS AND CONSULTATIVE SERVICES. AMOUNT OWED IN US DOLLARS, which work was or is to be done for or which materials were or are to be furnished for COALSPUR MINES (OPERATIONS) LTD., PO BOX 6146, HINTON AB T7V 1X5

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

The sum claimed as due or to become due is \$228,750.00

The address for service of the lienholder hereunder is
CONSTRUCTION E LINK, INC.
C/O LIEN PRO BY PRIORITY CREDIT
17315 108 AVE NW
EDMONTON AB T5S 1G2
in the Province of Alberta

Dated at Edmonton this 5 day of February 2021



ALYSIA LOHNER OF PRIORITY CREDIT MANAGEMENT CORP., Authorized agent for the Lienholder (Signature)

Agent for lienholder

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



Form 3
(Sections 34(6))

Affidavit Verifying Claim

I _____ of _____
(name of lienholder) (address of lienholder)
in the Province of _____, _____
(occupation)
named in the above (or annexed) statement make oath and say that the said claim is true.

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

A Commissioner for oaths in and for the Province of Alberta
Printed or stamped name of Commissioner for Oaths and date on which appointment expires

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

Affidavit Verifying Claim by Other Than Lienholder

I Alycia Lohner of 17315-108 Ave, Edmonton AB
(name of deponent) (address of deponent)
in the Province of Alberta, Business Manager
(occupation)

make oath and say :

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

Sworn before me at the City of _____
Edmonton
in the Province of Alberta, this _____
February, 2021 day of _____

[Signature]
A Commissioner for oaths in and for the Province of Alberta

[Signature]
Signature

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

QUINN M. MORRISON
A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
EXPIRY DATE JULY 31, 2021

Clerk's stamp:



COURT FILE NUMBER:

2103-11022

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE:

Edmonton

PLAINTIFF(S):

OMEGA TRESTLE LLC and CONSTRUCTION E LINK, INC.

DEFENDANT(S):

COALSPUR MINES (OPERATIONS) LTD.

DOCUMENT:

STATEMENT OF CLAIM

ADDRESS FOR SERVICE AND CONTACT INFORMATION
OF PERSON FILING THIS DOCUMENT:

Field LLP
Barristers and Solicitors
2500, 10175 - 101 Street NW
Edmonton, AB T5J 0H3
Ph: (780) 423-3003 Fax: (780) 428-9329
File No. 74151-1
Attn: Lindsey E. Miller

NOTICE TO DEFENDANT(S)

You have been sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 12.11)

Statement of facts relied on:

1. The Plaintiff Omega Trestle LLC ("Omega") is a limited liability company incorporated and carrying on business as a designer of access trestles in the State of Florida, in the United States of America.
2. The Plaintiff Construction e Link, Inc. ("ELink") is a Florida corporation incorporated and carrying on business in the State of Florida, in the United States of America.

3. The Defendant Coalspur Mines (Operations) Ltd. (“Coalspur”) is a corporation registered in Alberta and carrying on business as a coal mine in Hinton, Alberta (the “Mine”).

4. Coalspur is the registered owner of coal lease rights (the “Lands”) as follows:

Agreement Type/Number	Land
013 1308120624	All Lands

5. On or about November 11, 2020, Omega and Coalspur entered into a professional design services agreement (the “Design Agreement”) pursuant to which, among other things:

- a. Omega was to provide design services to construct a temporary high capacity bridge structure for Coalspur;
- b. Invoices would be submitted by Omega within 15 days of the end of each month in which the services were performed, and Omega would provide 10 days notice of any past due invoices;
- c. Services would be charged at an hourly rate of \$150.00 USD per hour for engineering services and \$80.00 per hour for computer-aided design and drafting services;
- d. All invoices would be payable when rendered and past due if not paid within 30 days of the invoice date;
- e. A service charge of 1.5% per month were assessed on overdue balances;
- f. Coalspur was to retain 10% of the value of the services rendered and to release the holdback to Omega pursuant to the terms of the Builders’ Lien Act. When 45 days expired from the date of the certificate of substantial performance, and no liens registered with respect to Omega’s work, Coalspur was to release Omega’s portion of the major lien fund to Omega;
- g. If any action is instituted to enforce the Design Agreement, the prevailing party is entitled to recovery all costs, fees, and reasonable attorneys’ and paralegals’ fees on a solicitor and own client basis; and
- h. The Design Agreement was governed by the law of Alberta.

6. Omega has issued invoices (the “Omega Invoices”) to Coalspur for services rendered as follows:

Invoice No.	Date Due	Invoice amount
203031.1	12/32020	\$10,005.00
203031.2	12/31/2020	\$6,690.00

203031.3	2/5/2021	\$9,235.00
Total		\$25,930.00

7. Coalspur has failed to pay the Omega Invoices, after receiving 10 days' notice of the unpaid invoices, and the amount of \$25,930.00 remains due and owing.

8. Omega has fulfilled all of its obligations to Coalspur in accordance with the terms of the Design Agreement.

9. On or about November 30, 2020, ELink and Coalspur entered into an agreement entered into a purchase agreement (the "Purchase Agreement") pursuant to which, among other things:

- a. Coalspur agreed to purchase from ELink 10 Omega Beams (the "Beams") for use as a temporary bridge at the Mine;
- b. The purchase price was \$28,900 USD per Beam, plus \$1,600 USD per Beam blast and gray coating, for a total purchase price of \$305,000.00 USD;
- c. The purchase price would be invoiced 25% on the date of the Purchase Agreement, 25% upon completion of the final design of the project; 25% on the first delivery of the Beams and 25% within 45 days of the last Beam delivered to Coalspur;
- d. Coalspur would pay to ELink such invoiced amounts within 30 calendar days of receipt of such invoices;
- e. Coalspur was to retain 10% of the value of the services rendered and to release the holdback to ELink pursuant to the terms of the Builders' Lien Act. When 45 days expired from the date of the certificate of substantial performance in respect of the delivery of the Beams, and no liens registered with respect to ELink's delivery of the Beams, Coalspur was to release ELink's portion of the major lien fund to ELink; and,
- f. The Purchase Agreement was governed by the law of Alberta and is a contract made in the Province of Alberta.

10. ELink has delivered the Beams, and fulfilled all of its obligations to Coalspur in accordance with the terms of the Purchase Agreement.

11. ELink has issued invoices (the "ELink Invoices") to Coalspur pursuant to the terms of the Purchase Agreement as follows:

Invoice No.	Date Due	Invoice amount
204014.2	1/15/2021	\$76,250.00 USD
204014.3	2/4/2021	\$152,500.00 USD

Total		\$228,750.00 USD
-------	--	-------------------------

12. Demand has been made for the ELink Invoices and Coalpsur has failed to pay the Invoices within 30 day of service, and the amount of \$228,750.00 USD remains due and owing.

13. At all material times, Coalpsur was or is the “Owner” of the Lands, as defined in the Builders’ Lien Act, and at whose request, express or implied, and on whose credit, on whose behalf, with whose privity and consent, or for whose direct benefit, the Beams were supplied by ELink.

14. By reason of supplying the Beams, ELink became entitled to a valid builders’ lien upon the Lands in an amount of at least \$228,750.00 USD plus interest and costs.

15. In further breach of the Purchase Contract and its statutory obligations pursuant to the Builders’ Lien Act, Coalpsur failed neglected or refused to pay ELink the holdback amount on the first calendar following the expiry of the holdback period.

16. As a result of Coalpsur’s failure or refusal to pay the amount due and owing to ELink, pursuant to the *Builders’ Lien Act*, ELink registered a builders’ lien in the amount of \$228,750.00 USD plus interest and costs against title to the Lands on February 5, 2021 as Registration No. 2100109 (the “Lien”).

17. The Beams were supplied by ELink on or in respect of an improvement to the Lands as defined by the *Builders’ Lien Act*, and ELink states that as a result of the Beams supplied, the value of the Lands has increased by at least the amount of \$228,750.00 USD plus interest and costs.

18. ELink refers to section 69 of the *Builders’ Lien Act* and states that it is entitled to costs on a solicitor and own client basis, as well as costs of the proceedings as a result of the failure of Coalpsur to fulfill the terms of the Purchase Agreement in respect of which the Lien is sought to be enforced.

19. ELink pleads and relies upon the provisions of the Builders’ Lien Act, as amended and the regulations thereunder.

20. In the alternative, the Defendant has been unjustly enriched to the extent of \$25,930.00 USD in respect of Omega and \$228,750.00 USD in respect of ELink, and the Plaintiffs deprived of monies that are rightfully the Plaintiffs’, with there being no juristic reason for the same.

21. Such further and other facts as may be pled at a trial of the matter.

Remedy sought:

22. Judgment against the Defendant awarding Omega the sum of \$25,930.00 USD for amounts owing under the Design Contract;

23. Judgment against the Defendant awarding Omega interest on the sum of \$25,930.00 USD at the rate of 1.5% per month from the date of invoice to the date of payment or in the alternative, judgment for interest pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1 for amounts owing on the Omega Invoices;

24. Judgment against the Defendant awarding ELink the sum of \$228,750.00 USD for amounts owing under the Purchase Contract;
25. Judgment against the Defendant awarding ELink interest on the sum of \$228,750.00 USD pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1 for amounts owing on the ELink Invoices;
26. A Judgment, Declaration or Order that ELink is entitled to a valid and subsisting charge under the Builders' Lien Act against the Lands in the sum of \$228,750.00 USD plus interest and costs;
27. An order that the Lands be sold to satisfy any unpaid judgment;
28. In the alternative:
 - a. Judgment against the Defendant awarding Omega the sum of \$25,930.00 USD for amounts owing under the Design Contract;
 - b. Judgment against the Defendant awarding Omega interest on the sum of \$25,930.00 USD at the rate of 1.5% per month from the date of invoice to the date of payment or in the alternative, judgment for interest pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1 for amounts owing on the Omega Invoices;
 - c. Judgment for costs on a solicitor and his/her own client basis; and,
 - d. A direction that the 10 Beams be returned to ELink at the original shipping location in St. Louis, Missouri, United States of America by August 31, 2021 and waiving any claim by the Defendant to the 10 Beams and associated intellectual property.
29. In the further alternative, judgment for damages for unjust enrichment in the amount of \$228,750.00 USD to ELink and \$25,930.00 USD to Omega, plus interest pursuant to the *Judgment Interest Act*, R.S.A. 2000 c. J-1;
30. Judgment for costs on a solicitor and his/her own client basis; and,
31. Such further and other relief as the nature of the case may require and this Honourable Court may deem just to grant.

NOTICE TO THE DEFENDANT(S):

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a Statement of Defence or a Demand for Notice in the Office of the Clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your Statement of Defence or a Demand for Notice on the Plaintiff's (s') address for service.

WARNING:

If you do not file and serve a Statement of Defence or a Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve or are late in doing either of these things, a court may give a judgment to the Plaintiff(s) against you.



Clerk's stamp:

COURT FILE NUMBER 2103-11022

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

PLAINTIFF OMEGA TRESTLE LLC and CONSTRUCTION E LINK, INC.

DEFENDANT: COALSPUR MINES (OPERATIONS) LTD.

DOCUMENT: **CERTIFICATE OF LIS PENDENS**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PERSON FILING THIS DOCUMENT: **Field LLP**
 Barristers and Solicitors
 #2500 - 10175 101 Street NW
 Edmonton AB T5J 0H3
 Ph: 780-423-3003; Fax: 780-428-9329
 File No. 74151-1

THIS IS TO CERTIFY that proceedings have been taken in Court to enforce a certain Builders' Lien registered in favour of the Plaintiff against property legally described as follows:

Agreement Type/Number	Land
013 1308120624	All Lands

which builders' lien was registered on February 5, 2021 as Registration No. 2100109.

Dated at the City of Edmonton, Alberta, on the 30th day of July, 2021.

B. Fooks

For the Clerk of the Court



Energy Operations
PNG Tenure
9945 108 Street
North Petroleum Plaza
Edmonton, Alberta T5K 2G6
Canada
Telephone: (780) 427 8955
Email: Melanie.Kruger@gov.ab.ca
www.alberta.ca

August 5, 2021

File No: 013-1308120624
Your File No: 74151-1

FIELD LLP
444 7 AVE SW SUITE 400
CALGARY AB T2P 0X8

Attention: Lindsey Miller

Document Registration No: 2101057

RE: DOCUMENT REGISTRATION ADVICE
REGISTRATION DATE: August 03, 2021

The document you recently submitted has been registered in Alberta Energy's corporate records as requested.

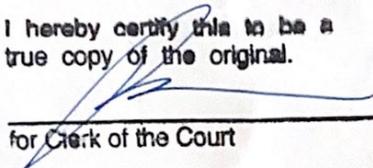
Enclosed for your records is a registered copy of the Certificate of Lis Pendens.

The registration fee associated with this encumbrance is \$50.00 and an invoice will be sent out to your company shortly. Please ensure that this amount is paid within 60 days of the invoice date. If payment is not received, Alberta Energy may pursue other remedies to collect any unpaid amounts.

Sincerely,

Melanie Kruger
Land Analyst, Registrations
Agreement Administration

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


for Clerk of the Court

Clerk's stamp:



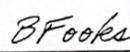
COURT FILE NUMBER 2103-11022
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE EDMONTON
PLAINTIFF OMEGA TRESTLE LLC and CONSTRUCTION E LINK, INC.
DEFENDANT: COALSPUR MINES (OPERATIONS) LTD.
DOCUMENT: CERTIFICATE OF LIS PENDENS
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PERSON FILING THIS DOCUMENT: Field LLP
Barristers and Solicitors
#2500 - 10175 101 Street NW
Edmonton AB T5J 0H3
Ph: 780-423-3003; Fax: 780-428-9329
File No. 74151-1

THIS IS TO CERTIFY that proceedings have been taken in Court to enforce a certain Builders' Lien registered in favour of the Plaintiff against property legally described as follows:

Agreement Type/Number	Land
013 1308120624	All Lands

which builders' lien was registered on February 5, 2021 as Registration No. 2100109.

Dated at the City of Edmonton, Alberta, on the 30th day of July, 2021.

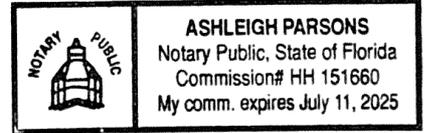

For the Clerk of the Court

This is Exhibit "L" referred to

In the Affidavit of

Kevin Lathan

Sworn before me this 22 day
of October A.D., 2021



Ashleigh Parsons

A Commissioner for Oaths in and for the State of Florida

NOTICE OF REVISION

Regarding Claims Against Coalspur Mines (Operations) Ltd. and/or its Directors or Officers

Claim Reference Number: Claim# 152

To: Construction e Link, Inc
(Name of Creditor)

lmiller@fieldlaw.com
c/o Field LLP, 2500 10175 101 Street,
Edmonton, AB, T5J 0H3, Canada

Capitalized terms not otherwise defined in this Notice of Disallowance have the meaning ascribed in the Order (Claims Process) of the Court of Queen's Bench of Alberta (the "Court"), dated August 9, 2021 in Court File No. 2101-05019 (the "Claims Process Order"). All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to the Claims Process Order, FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of Coalspur Mines (Operations) Ltd. ("Coalspur" or the "Applicant"), hereby gives you notice that it has revised your Claim. Subject to further dispute by you in accordance with the Claims Process Order, your Claim will be allowed as follows:

Amount Allowed by Monitor:

	Proof of Claim Amount	Voting	Distribution	Allowed as Secured	Allowed as Unsecured
Pre-filing Claim	\$ <u>283,924.50</u>	\$ <u>283,924.50</u>	\$ <u>283,924.50</u>	\$ <u>Nil</u>	\$ <u>283,924.50</u>

REASON(S) FOR THE REVISION:

The Monitor, in consultation with Coalspur, has reviewed your Proof of Claim. Based on the material provided, the Monitor has revised your Claim as follows:

- Classification of your Claim as secured has been revised to unsecured on the grounds that the lien registered by you with the Minister of Energy was not registered within 45 days from the last day that the work was last done or the materials were last furnished to the Coalspur mine site. The Monitor understands the work was completed by December 15, 2021, according to the records of Coalspur. The lien was filed on February 5, 2021, which is outside of the 45 day period to register your lien.
- The amount of your Claim has been accepted as an unsecured Claim.

If you intend to dispute this Notice of Revision, you must **within ten (10) Business Days** after the date on which this Notice of Revision is deemed to be received under the Claims Process Order:

- 1) deliver a Notice of Dispute in the form enclosed to the Monitor and the Applicant; and
- 2) file and serve an application with the Court supported by an affidavit setting out the basis for the dispute, which application must be returnable within thirty (30) days, or such further or other date as the Court may direct or the Monitor, in consultation with the Applicant, may agree in writing

by prepaid registered mail, personal delivery, courier, facsimile, or electronic mail to the addresses below:

To the Monitor:

FTI Consulting Canada Inc.

In its capacity as the court appointed Monitor of Coalspur Mines (Operations) Ltd.
Attention: Hailey Liu
Suite 1610, 520 5th Avenue S.W.
Calgary, AB T2P 3R7
Email: Hailey.Liu@fticonsulting.com
Phone: 403.454.6040
Facsimile: 403.232.6116

To the Applicant:

Osler, Hoskin & Harcourt LLP

Attention: Elena Pratt
Brookfield Place, Suite 2700
225 6 Ave SW
Calgary, AB T2P 1N2
Email: epratt@osler.com
Phone: 403.260.7000
Facsimile: 403.260.7024

IF YOU FAIL TO FILE YOUR DISPUTE NOTICE WITHIN TEN (10) BUSINESS DAYS OF THE DATE YOU RECEIVED (OR ARE DEEMED TO HAVE RECEIVED) THIS NOTICE OF REVISION, THE VALUE OF YOUR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS NOTICE OF REVISION.

DATED this 8 day of October, 2021.

DISPUTE NOTICE

**Regarding Claims Against Coalspur Mines (Operations) Ltd.
and/or its Directors or Officers**

Claim Reference Number _____

Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

(the "Creditor").

Full Mailing Address of the Creditor:

Other Contact Information of the Creditor:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

Dispute of Revision of Claim for Voting and/or Distribution Purposes:

The Creditor hereby disagrees with the value and/or classification of its Claim as set out in the Notice of Revision and asserts a Claim as follows:

	Amount Allowed by Monitor for:		Amount claimed by Creditor:	
	Voting	Distribution	Voting	Distribution
Pre-Filing Claim	\$ _____	\$ _____	Pre-Filing Claim	\$ _____
Subsequent Claim	\$ _____	\$ _____	Subsequent Claim	\$ _____
Director and/or Officer Claim	\$ _____	\$ _____	Director and/or Officer Claim	\$ _____

Date of Notice of Revision: _____

REASONS FOR THE DISPUTE:

You must include a list of reasons as to why you are disputing your Claim(s) as set out in the Notice of Revision. Please continue on additional pages if required. Please note you are required to attach to this Dispute Notice all relevant supporting documentation on which you rely in support of your Claim(s).

SERVICE OF DISPUTE NOTICES

If you intend to dispute a Notice of Revision, you must **within ten (10) Business Days** after the date on which the Notice of Revision is deemed to be received under the Claims Process Order:

- 1) deliver this Notice of Dispute to the Monitor and the Applicant; and
- 2) file and serve an application with the Court supported by an affidavit setting out the basis for the dispute, which application must be returnable within thirty (30) days, or

such further or other date as the Court may direct or the Monitor in consultation with the Applicant, may agree in writing,

by prepaid registered mail, personal delivery, courier, facsimile, or electronic mail to the addresses below:

To the Monitor:

FTI Consulting Canada Inc.

In its capacity as the court appointed Monitor of Coalspur Mines (Operations) Ltd.

Attention: Hailey Liu

Suite 1610, 520 5th Avenue S.W.

Calgary, AB T2P 3R7

Email: Hailey.Liu@fticonsulting.com

Phone: 403.454.6040

Facsimile: 403.232.6116

To the Applicant:

Osler, Hoskin & Harcourt LLP

Attention: Elena Pratt

Brookfield Place, Suite 2700

225 6 Ave SW

Calgary, AB T2P 1N2

Email: opratt@osler.com

Phone: 403.260.7000

Facsimile: 403.260.7024

IF YOU:

1. **FAIL TO DELIVER YOUR DISPUTE NOTICE; OR**
2. **FAIL TO SERVE THE MONITOR AND THE APPLICANT WITH AN APPLICATION AND AFFIDAVIT;**

WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT (OR DEEMED RECEIPT) OF THE NOTICE OF REVISION, THE VALUE OF YOUR CLAIM FOR VOTING AND DISTRIBUTION PURPOSES WILL BE DEEMED TO BE AS SET OUT IN THE NOTICE OF REVISION AND SUCH DETERMINATION WILL BE FINAL AND BINDING IN ALL RESPECTS.

DATED this _____ day of _____, 2021.

Name of Creditor: _____

Per: _____

Witness

Name:
Title:
(please print)