Clerk's Stamp

COURT FILE NUMBER	2201-02948
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	CALGARY
APPLICANT	CROWN CAPITAL PARTNER FUNDING LP, by its manager, CROWN PRIVATE CREDIT PARTNERS INC.
RESPONDENT	RBEE AGGREGATE CONSULTING LTD.
DOCUMENT	**REPLY SUPPLEMENTAL BRIEF OF LAW OF THE RECEIVER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	BLAKE, CASSELS & GRAYDON LLP 3500, 855 – 2nd Street S.W. Calgary, Alberta T2P 4J8 Attention: Kelly J. Bourassa / Clinton Slogrove Telephone: 403-260-9697 / 403-260-9756 Facsimile: 403-260-9700 Email: kelly.bourassa@blakes.com clinton.slogrove@blakes.com File Ref.: 79294/16

A. Introduction

1. This Reply Supplemental Brief of Law is filed in reply to the Supplemental Brief of Law filed by RMC on April 1, 2026.

2. In its Supplemental Brief of Law, RMC raises, for the first time, a new theory that the Verification Rights "were not applicable in any event due to the conduct of the parties."[1] This has not been argued by RMC in this matter to date. It is impermissible for RMC to introduce a new argument at this stage of these proceedings and the Receiver objects to same.

B. RMC's position on the 'Time is of the Essence' provisions

3. RMC's position is that the *"sole consequence"*[2] and "*only impact*"[3] of a 'time is of the essence' clause, is to permit termination of a contract. The Receiver disagrees. The impact of the clause is rather to make compliance with a stipulated time-period a material term of the contract requiring strict compliance.[4] This *usually* results in a right to treat failure to comply as a repudiation, entitling the termination of an ongoing agreement.

4. RMC misconstrues the impact of the time is of the essence provision with the task of contractual interpretation. The Receiver does not suggest that the clause is used to interpret other provisions of the Supplier Agreement. Rather, the Receiver submits that because of the time is of the essence provision, other provisions expressly stipulating time periods are to be strictly enforced. As noted in *Di Millo*[5] "[a] 'time is of the essence' clause is engaged where a time limit is stipulated in a contract. The phrase 'time is of the essence' means that a time limit in an agreement is essential…" [emphasis added].[6] In *Di Millo*, there was no dispute that the buyer had failed to comply with the stipulated period to build on the property. What was in issue was whether the time within which to exercise the option had expired. The option, however, had no stipulated time period. That is not so in the present case. The Verification Rights did have a stipulated time period. Read in context, *Di Millo* supports the Receiver's interpretation of the 'time of the essence' provisions in the Supplier Agreement.

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[1] RMC's Supplemental Brief of Law dated April 1, 2026 (the "**RMC Supplemental Brief**") at para 9.
[2] RMC Supplemental Brief at para 10.
[3] RMC Supplemental Brief at para 8.
[4] *La Caille North Point Inc v 2160806 Alberta Ltd*, 2025 ABKB 758 at paras 113 and 119.
[5] *Di Millo v 2099232 Ontario Inc*. 2018 ONCA 1051 ("***Di Millo***").
[6] *Di Millo* at para 31.

5. RMC's reliance on *Romandale*[7] is misplaced and quoted without necessary context. There, the agreement at issue did not bind one of the parties to a specific date by which it was required to perform.[8] The Court of Appeal found that the trial judge erred when she construed a time is of the essence clause to mean that "a 'short closing horizon' was part of the 'pith and substance of the contract'."[9]

6. The time is of the essence provision in the Supplier Agreement not only affects how this Court ought to apply the Verification Rights, but also bars RMC from seeking equitable relief.[10]

C. RMC's position on the British Columbia *Sale of Goods Act* ("*SGA*")

7. Section 52 of the *SGA* maintains a seller's right to sue for payment in two scenarios, if payment is due either (a) on or after delivery, or (b) a specific day irrespective of delivery. Unlike in the present case, in *Teledon,*[11] there was no dispute about what had been delivered and what was still to be delivered. In the present case, RMC cannot establish that RBee did not deliver the aggregate invoiced because it did not exercise the Verification Rights. RMC also cannot show that any alleged shortfall is a result of RBee rather than anything that may have happened once the aggregate was delivered to the Stockpile. Section 52 of the *SGA* provides RMC no assistance.

8. Unlike the present case, in *G.R.A.M Contracting*,[12] the defendant denied the very existence of a contract between the parties,[13] let alone one that provided for how delivery was to be established or disputed. Accordingly, in *G.R.A.M. Contracting,* delivery of the goods was proven by the plaintiff using oral evidence, photographs and delivery slips. The court, however, said nothing about proving delivery under the *SGA* generally. In the present case, the issue of 'delivery' is governed by the terms of the Supplier Agreement. RBee was required to deliver aggregate to the Stockpile and invoice RMC for the amount delivered. If RMC disputed the amount delivered, it was *obligated* to obtain a third-party verification to dispute the invoice.[14]

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[7] *Fram Elgin Mills 90 Inc. v. Romandale Farms Limited*, 2021 ONCA 201("***Romandale***").

[8] *Romandale* at para 369.

[9] *Romandale a*t para 372.

[10] Bowlen v. Digger Excavating (1983) Ltd., 2001 ABCA 214 at para 17.

[11] *Teldon International Inc. v. Black & Lee Formal Wear Rentals Ltd.,* 2008 BCSC 830 ("***Teldon***").

[12] *G.R.A.M. Contracting Ltd. v. Biosource Power Inc*., 2014 BCSC 350 ("***G.R.A.M. Contracting***").

[13] *G.R.A.M. Contracting at para 8.*

[14] The Supplier Agreement clause 5.

D. The British Columbia and Alberta *Limitations Acts*.

9. As set out in the Receiver's Supplemental Brief of Law, while the Alberta *Limitations Act* governs the proceedings, it does so subject to the fact that: (a) the Supplier Agreement specifically designated the laws of British Columbia as the governing law, whose *Limitations Act* contains no prohibition on shortening of limitation periods; and (b) s. 12(2) of the Alberta *Limitations Act* provides that where a proceeding would be determined in accordance with the law of another jurisdiction if it were to proceed, and the limitations law of that jurisdiction provides a shorter limitation period than that provided by the law of Alberta, the shorter limitation period applies.

10. RMC's reliance on paragraph 16 of the *JL Energy*[15] case misreads and incompletely quotes that decision. In that case, the Court of Appeal was giving a historical account of s. 12 of the Alberta *Limitations Act*. RMC relies on paragraph 16 which quotes s. 12 from the 1996 version of the *Limitations Act*. RMC fails to quote the court's explanation of the effect of the 2007 revised (and applicable) wording of s. 12. The court clarified that "[t]he effect of [the 2007] amendment was to reverse the apparent effect of the original wording of s. 12, and restore the outcome of the *Tolofson* decision, as explained in *Castillo v Castillo*, 2005 SCC 83."[16] The net result – *JL Energy* stands for the opposite proposition to that put forward by RMC.

11. RMC also fails to cite the full context of the *Boyd* decision. In *Boyd*, the court had determined the claim was time-barred under the Alberta *Limitations Act*. The court didn't need to determine if the claim was *also* barred under the limitations laws of British Columbia, because it was already barred under Alberta law, and the shorter period always applies.

E. Conclusion

12. The 'time is off the essence' provision is relevant and makes the 60-day period within which RMC is to verify the volume of aggregate a material term of the Supplier Agreement, requiring strict compliance. The 60-day period is not only reasonable, but also permissible under the British Columbia *Limitations Act*. Even if it could establish under-delivery, RMC's failure to promptly exercise its Verification Rights now bars it from seeking assistance from this Court in equity.

[15] *JL Energy Transportation Inc v Alliance Pipeline Limited Partnership*, 2025 ABCA 26 ("***JL Energy***").
[16] *JL Energy* at para 17.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 8th day of April, 2026.

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By:

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Table of Authorities

TAB	Document
1.	*La Caille North Point Inc v 2160806 Alberta Ltd*, 2025 ABKB 758
2.	*Di Millo v 2099232 Ontario Inc*. 2018 ONCA 1051
3.	*Fram Elgin Mills 90 Inc. v. Romandale Farms Limited, 2021 ONCA 201*
4.	*Bowlen v. Digger Excavating (1983) Ltd.,* 2001 ABCA 214
5.	*Teldon International Inc. v. Black & Lee Formal Wear Rentals Ltd.,* 2008 BCSC 830
6.	*G.R.A.M. Contracting Ltd. v. Biosource Power Inc*., 2014 BCSC 350
7.	*JL Energy Transportation Inc v Alliance Pipeline Limited Partnership*, 2025 ABCA 26