

2023 01G 0841
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
15444781 Canada Inc.

AND IN THE MATTER OF the *Companies'*
Creditors Arrangement Act R.S.C., 1985 c. C-
36 as amended ("**CCAA**")

SUPPLEMENT TO THE SEVENTH REPORT OF GRANT THORNTON LIMITED,
IN ITS CAPACITY AS MONITOR
UNDER THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36
OF 15444781 Canada Inc.

December 8, 2023



Grant Thornton Limited,
Court-Appointed Monitor

200 King Street West, Floor 11,
Toronto, Ontario
M5H 3T4

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TERMS OF REFERENCE

1. This Supplemental Report should be read in conjunction with the Monitor's Seventh Report, including the terms of reference paragraphs noted therein. Terms not defined within this Supplemental Report have the meaning as set out in the Seventh Report and application materials, unless otherwise noted.

PURPOSE OF THE SUPPLEMENTAL REPORT

2. The Monitor has prepared this supplement to the Seventh Report ("**Supplemental Report**") to provide the Court with an update on the following matters since the filing of the Monitor's Seventh Report on December 1, 2023:
 - (a) An update on discussions with the Senior Creditors who elected to receive share consideration as to the manner in which the Monitor intends distribute the shares within the Proposed Distribution; and
 - (b) Correspondence with certain Claimants who have questioned or disputed the Monitor's determination of their Claim, pursuant to the Claims Identification Order.

SHARE DISTRIBUTION MATTERS

3. The Monitor noted in the Seventh Report that two of the four parties that make up the Senior Creditors, NewGen and Elemental, provided the Monitor with Claim Elections to receive share consideration in partial satisfaction of their respective Claims in the Interim Distribution. However, the Monitor noted that NewGen and Elemental had differing views as to how the Monitor should value and distribute the shares given the increase in share price since the closing of the AuTECO Transaction.
4. Currently, the Monitor controls 40,000,000 AuTECO shares (post consolidation) that are held in trust with its escrow agreement Computershare Canada ("**AuTECO Shares**") and available for distribution to NewCo's creditors.
5. The Monitor notes that, pursuant to the Proposed Distribution, only NewGen and Elemental elected to receive shares and NewGen's Claim is expected to be satisfied in full. Given the consideration available for distribution, Elemental is the fulcrum creditor.

6. Since the date of the Seventh Report, the Monitor and its counsel have worked diligently with NewGen, Elemental and their respective counsel to reach an agreement in principle as to how the AuTECO Shares can be distributed or otherwise realized upon as part of the Interim Distribution. As of filing this Supplemental Report, the Monitor understands that Elemental and NewGen have reached an agreement in principle, including the engagement of a securities broker for the purpose of realizing on a portion of the AuTECO Shares.
7. The Monitor will continue to work with NewGen and Elemental to finalize the details pertaining to the distribution and realization of the AuTECO Shares over the coming days and will provide the Court with further information prior to the hearing on December 11, 2023. To mitigate the potential risk of volatility in the market price of the AuTECO Shares, the Monitor will request that the salient terms of the agreement between NewGen and Elemental with respect to the Monitor's proposed realization and distribution of the AuTECO Shares to be sealed by the Court, until such time as the Interim Distribution is complete. The Monitor intends to file a confidential supplement with the Court outlining the terms of the agreement once finalized.

DISPUTE OF MONITOR'S CLAIM DETERMINATION

Weyburn Investments

8. On October 5, 2023, prior to the Claims Bar Date, the Monitor received a Claim from Weyburn Investments (the "**Weyburn Claim**") stating that it had a net smelter return royalty ("**Weyburn Royalty**") over specific mineral licenses of the Rambler Group that covered the Little Deer Property. A copy of the Weyburn Claim is attached hereto as **Appendix "A"**.
9. Prior to the commencement of the Claims Identification Process, and as part of negotiating the AuTECO Transaction, the Monitor along with its counsel and the Rambler Group's counsel reviewed all royalties over the Rambler Group which included the Weyburn Royalty to determine whether each respective royalty represented an "interest in land". The Monitor understands that royalties with an "interest in land" could not be vested out to NewCo through the ARVO, and therefore would remain with the Rambler Group property transferred to AuTECO in the AuTECO Transaction.

10. With respect to the Weyburn Royalty, it was determined by the Monitor and counsel that the Weyburn Royalty was not factually an “interest in land” and as a result could be vested out through a reverse vesting order as required by AuTECO. As a result, the ARVO approved the vesting out of certain Excluded Contracts, including the Weyburn Royalty, to NewCo.
11. Notwithstanding the Monitor’s determination of the Weyburn Royalty above, the Monitor’s communication to Weyburn Investments of that conclusion on September 8, 2023, the approval of the ARVO on September 11, 2023, and the expiry of the time to appeal the ARVO, Weyburn Investments asserted a secured claim in the Claims Identification Process against NewCo in the amount of CAD\$1 million.
12. The Monitor reviewed the Weyburn Claim and advised Weyburn Investments on November 17, 2023, that the Weyburn Claim ranked subordinate to the Senior Creditors and therefore would not receive payment in the Proposed Distribution.
13. On December 4, 2023, Weyburn Investments communicated to the Monitor that it wished to dispute the Monitor’s determination of the Weyburn Claim, in accordance with paragraph 30 of the Claims Identification Order.
14. The Monitor notes the following regarding the Weyburn Claim:
 - (a) Based upon the Monitor’s review of the Weyburn Claim, it appears the amount of CAD\$ 1 million is an arbitrary value asserted by Weyburn Investments, and is not supported by any data, invoice, or otherwise. The Monitor confirmed that the Rambler Group completed no mining activity on the mineral licenses associated with the Weyburn Royalty at the Little Deer property, and as a result no royalty has become due and payable. Therefore, it appears the Weyburn Claim is contingent in nature.
 - (b) Weyburn Investments advised the Monitor in its December 4, 2023, communication disputing the Monitor’s determination of the Weyburn Claim that Weyburn Investments was not requesting compensation; rather, it was requesting that the Weyburn Royalty continue to exist on the Rambler Group property.
 - (c) The Monitor advised Weyburn Investments on December 7, 2023, that the ARVO had been approved, the Weyburn Royalty was transferred to NewCo as an Excluded

Asset, the AuTECO Transaction had closed and the appeal period for the ARVO had expired.

(d) Weyburn Investments has been included on the service list, both for the September 11, 2023, motion approving the ARVO and Claims Identification Process, and for the Monitor's upcoming December 11, 2023, hearing.

15. Notwithstanding the arbitrary value assigned by the Weyburn Claim, the Monitor is of the view and has determined the Weyburn Claim is subordinate to the Senior Creditors. Paragraph 30 of the Claims Identification Order empowers the Monitor to, amongst other things, accept, revise, or disallow each Claim and determine the priority asserted by the Claim, subject to further determination by the Court if the Claimant disputes the Monitor's determination. As at the date of this Supplemental Report, Weyburn Investments continues to dispute the Monitor's determination, and has not advised whether it will appear in Court to advance its position.
16. The Monitor maintains the view that the Weyburn Claim is subordinate to the Senior Creditors and is not a Priority Claim, and respectfully requests that this Court make a determination as to the priority of the Weyburn Claim in accordance with Paragraph 30 of the Claims Identification Order.

Tim McDowell Equipment Ltd ("**McDowell**")

17. On September 20, 2023, the Monitor received an unsecured Claim by Tim McDowell Equipment Ltd. ("**McDowell Claim**"), attached at **Appendix "B"**, supported by a mechanics lien No. 20231 registered on December 1, 2022.
18. The Monitor, its counsel, and counsel for the Rambler Group reviewed the McDowell Claim pursuant to the Claims Identification Process and on November 17, 2023, the Monitor advised the Claimant that the McDowell Claim ranked subordinate to the Senior Creditors, was not a Priority Claim, and therefore would not receive payment in the Proposed Distribution.
19. On December 5, 2023, counsel for McDowell requested further information from Counsel for NewCo in respect of the Monitor's December 11, 2023, application materials. Counsel for McDowell inquired whether after the lifting of the stay of proceedings on May 19, 2025, should this Court grant the requested extension of the Stay Period, whether McDowell

may apply to the Court to move its Claim forward, and whether McDowell's lien was extinguished following the termination of the CCAA proceedings.

20. The Monitor notes that counsel for McDowell did not dispute the Monitor's determination of the McDowell Claim, nor did McDowell appeal the granting of the ARVO on September 11, 2023
21. Counsel for the NewCo corresponded with counsel for McDowell, advising that the ARVO had the effect of vesting out the McDowell Claim and associated lien in NewCo, and that any claim against the Rambler Group was extinguished as a result. As at the date of this Report, the Monitor understands that counsel for McDowell has not advanced an objection to the Monitor's application for approval of the Proposed Distribution nor has it disputed the Monitor's determination of the McDowell Claim.

NO MATERIAL ADVERSE CHANGE

22. The Monitor is not aware of any issue or condition that could be considered a Material Adverse Change pursuant to s.23(1)(d).
23. The Monitor continues to be of the opinion that s.23(1)(h) does not apply, and it would be more beneficial to NewCo's creditors receive the distributions as described above within the CCAA proceeding.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 8th day of December 2023.

**GRANT THORNTON LIMITED,
SOLELY IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF THE APPLICANTS,
AND NOT IN ITS CORPORATE OR PERSONAL CAPACITY**



Liam Murphy, CPA, CA, CIRP, LIT
Senior Vice President

Appendix A

Claim by Weyburn Investments

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the Companies'
Creditors Arrangement Act, R.S.C. 1985,
c. C-36, as amended ("CCAA")

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Identification Order dated _____, 2023.

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant: BENEFICIARIES / SUCCESSORS (FORMERLY WEYBURN INVESTMENTS)
MATTHEW COOPER / CAROLYN ROYSON / JAMES COOPER / ALEX COOPER (the "Claimant")
AND ANTONIETTA KING
2. Full Mailing Address of the Claimant:
MATTHEW COOPER - 14 RIBSTON CLOSE, SHELLEY, RADLETT
HERTFORDSHIRE, UNITED KINGDOM
3. Telephone Number: 0044 7464 557 656
4. E-Mail Address: matt.cooper@espritdigital.com
5. Facsimile Number: —
6. Attention (Contact Person): MATTHEW COOPER
7. Have you acquired this Claim by assignment?
Yes; ☒ No; ☐ (if yes, attach documents evidencing assignment)
If Yes, Full Legal Name of Original Claimant(s): WEYBURN INVESTMENTS

II. PROOF OF CLAIM:

1. I, MATTHEW COOPER ON BEHALF OF BENEFICIARIES
(name of Claimant or Representative of the Claimant), of _____

_____ do hereby
certify:
(city and province)

- (a) that I [check (✓) one]
☐ am the Claimant; OR
☒ am BENEFICIARY (state position or title) of
WEYBURN INVESTMENTS
_____ (name of Claimant)
- (b) that I have knowledge of all the circumstances connected with the Claim referred to below;
- (c) that complete documentation in support of the Claim referred to below is attached;
and
- (d) that no Applicant and/or one or more of the Directors or Officers of any Applicant were and still are indebted to the Claimants as follows:¹

(i) Pre-Filing Claims (and related D&O Claims)

Debtor	Pre-Filing Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited	<u>ONE MILLION DOLLARS</u> <u>CA\$1,000,000</u>	<u>SECURED</u>	<u>N/A</u>
1948565 Ontario Inc.			

¹ Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on February 27, 2023.

Directors and Officers of Rambler Metals and Mining Canada Limited (insert names above)			
Directors and Officers of 1948565 Ontario Inc. (insert names above)			

(ii) Restructuring Claims (and related D&O Claims)

Debtor	Restructuring Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			
Directors and Officers of Rambler Metals and Mining Canada Limited (insert names above)			
Directors and Officers of 1948565 Ontario Inc. (insert names above)			

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Pre-Filing Claims, Restructuring Claims and D&O Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Pre-Filing Claims (including D&O Pre-Filing Claims), this Proof of Claim **MUST** be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre-Filing Claims Bar Date").

For Restructuring Claims (including D&O Restructuring Claims), this Proof of Claim **MUST** be received by the Monitor before the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "Restructuring Claims Bar Date").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed:

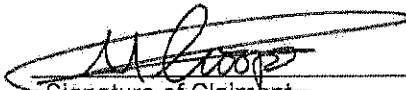
Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

Failure to file your Proof of Claim as directed by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your Claim being extinguished and forever barred and in you being prevented from making or enforcing a Claim against any Applicant or any of its present or former Directors and Officers.

DATED at 12:00 this Thursday ^{5th} day of OCTOBER, 2023.



Signature of Claimant

RAMBLER

METALS & MINING

June 6, 2019

Carolyn Diane Royston
315 East 80th St. Apt 5J
New York, NY 10075

James Robert Cooper
30 Parkside Gardens
East Barnet, EN4 8JR, UK

Matthew Richard Cooper
14 Ribston Close
Shenley, Hertfordshire, WD7 9JW, UK

Alex David Cooper
Flat 16, De Beauvoir Wharf
16 Hertford Road
London N1 5QR, UK

Antonieta King
8-10 Lampton Road
Hounslow, TW3 1JL, UK

Dear Sirs and Mesdames:

RE: Little Deer Copper Deposit

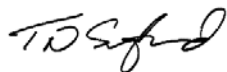
Further to our solicitors' letter of February 1, 2019 (a copy of which is attached), we hereby confirm on behalf of Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc. that our records with respect to assignment of the interest of Weyburn Investments Ltd. ("**Weyburn**") in and an Option Agreement dated June 20, 2007 (the "**Option Agreement**") have been updated and that: (i) any amounts which would have been due to Weyburn under the Option Agreement will be paid in as follows:

Name:	Percentage:
Carolyn Diane Royston	41%
James Robert Cooper	13%
Matthew Richard Cooper	13%
Alex David Cooper	13%
Antonieta King	20%

and (ii) any notices to be delivered in accordance with Section 11.8 of the Option Agreement will be delivered to the addresses above.

We trust the above and attached is satisfactory.

Kind regards,



Tim Sanford, Corporate Secretary

SCHEDULE "D"

NET SMELTER RETURNS ROYALTY

In this Schedule "D" the words and expressions which are defined in the annexed Option Agreement have the same meaning herein. Words and expressions not defined in the annexed Option Agreement are defined in Section 1 hereof. Unless expressly otherwise stated, section references are to sections of this Schedule. Pursuant to the provisions of Section 2.7 of the Option Agreement the Optionee (in this Schedule "D" referred to as the "Grantor") agree to grant the Optionor (in this Schedule "D" referred to as the "Grantee") a 1.5 % net smelter returns royalty in a portion of the Property comprising only the following Mineral Licences: 11043M, 11184M, 11187M and 11237M (collectively the "Adjoining Licences") and expressly excludes the Little Deer (Mineral Licence 10215M) and Duck Pond (Mineral Licence 10214M) Mineral Licences. The Grantor shall be entitled to repurchase from the Grantee at any time one half of the 1.5% net smelter returns royalty (0.75% net smelter returns) for \$1,000,000. Subject to the foregoing, the net smelter returns royalty shall be calculated and paid by the Grantor to the Grantee in accordance with the following terms and conditions.

1. *Definitions* - In this Schedule "D" the following words and phrases shall have the meanings respectively assigned to them below:

"Adjoining Licences" means Mineral Licences: 11043M, 11184M, 11187M and 11237M and expressly excludes the Mineral Licences 10215M and 10214M;

"Applicable Price" has the meaning ascribed thereto in Subsection 3.2;

"Data" has the meaning ascribed thereto in Section 13;

"Grantee" shall include, to the extent applicable on the circumstances, all of Grantee's successors-in-interest, including without limitation, assignees;

"Grantor" shall include, to the extent applicable on the circumstances, all of Grantor's successors-in-interest, including without limitation, assignees, partners, and joint venture partners;

"Hedging Transactions" has the meaning ascribed thereto in Section 7;

"Materials" has the meaning ascribed thereto in section 9;

"Monthly Production" has the meaning ascribed thereto in subsection 3.1;

"Net Smelter Returns" has the meaning ascribed thereto in section 3;

"Offering Notice" has the meaning ascribed thereto in Section 15;

"Processor" has the meaning ascribed thereto in subsection 3.1;

2. *Net Smelter Returns Royalty Payable upon Commencement of Commercial Production* - Upon commencement of Commercial Production from the Adjoining Licences the Grantor shall pay to the Grantee a production royalty in the amount of 1.5% of Net Smelter Returns from the sale or other disposition of all Products produced from the Adjoining Licences. The Net Smelter Returns royalty shall constitute a charge over the Adjoining Licences. The Grantee shall be entitled at its sole discretion to register a notice of its charge hereunder against the Adjoining Licences, and the Grantor agrees to execute any and all instruments or documents reasonably required by the Grantee as may be reasonably necessary or convenient to implement such charge on the Adjoining Licences.

3. *Royalty Payable* - Net Smelter Returns in the case of all Minerals and the beneficiated products thereof shall mean gross revenues (including insurance proceeds) received after the date of commencement of Commercial Production from the sale by the Grantor of all Products containing Minerals mined from the Adjoining Licences and shall be determined by multiplying:

- 3.1 the payable metal content in pounds of recovered metal of the particular Mineral contained in the monthly production from such Adjoining Licences which has been delivered during the preceding calendar month ("**Monthly Production**") to the smelter, refiner, processor, purchaser or other recipient (collectively, the "**Processor**") of such monthly production;
by:
- 3.2 the average of the New York Commodities Exchange final daily spot prices reported for such preceding calendar month (the "**Applicable Price**") of the appropriate Mineral; provided that, if for any reason the New York Commodities Exchange does not report spot pricing for a particular Mineral, then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that accurately reflects the market value of any such Mineral; and
- 3.3 subtracting from the product thereof, only if actually incurred, the following aggregate processing costs (without duplication) imposed by the Processor for processing concentrates of such Minerals (but, excluding any and all charges and costs incurred by the Grantor for mining ores containing such Minerals produced from the Adjoining Licences):
 - 3.3.1 all smelting and refining, tolling and other treatment charges;
 - 3.3.2 all weighing, sampling and assaying costs, including representation charges, referee's fees and expenses, after delivery to the Processor;
 - 3.3.3 all penalties for deleterious substances or impurities, and all deductions for metal losses and price participation by the Processor;
 - 3.3.4 all handling, transport, security and insurance costs, after delivery to the Processor;
 - 3.3.5 all exigible import, export, *ad valorem* taxes and taxes based upon sales or production, but not income taxes;

3.3.6 all marketing costs, including sales commissions, incurred in selling such Minerals.

4. *Non-Arm's Length Processing of Minerals* - In the event smelting, refining, or processing of Minerals are carried out in custom toll facilities owned or controlled, in whole or in part, by the Grantor, which facilities were not constructed solely for the purpose of milling or processing Minerals from the Adjoining Licences, then charges, costs and penalties for such smelting, refining or processing shall mean the amount the Grantor would have incurred if such smelting, refining or processing were carried out at facilities not owned or controlled by the Grantor then offering comparable services for comparable products on prevailing terms, but in no event greater than actual costs incurred by the Grantor with respect to such smelting and refining.

5. *Insurance Proceeds* - If the Grantor receives insurance proceeds for loss or destruction of Products containing Minerals, the Grantor shall pay to the Grantee the applicable rate of Net Smelter Returns of any such insurance proceeds which are received by the Grantor for such loss of production.

6. *Payments of Royalty To Be Made In Cash Only* - Royalty payments shall be made to the Grantee in cash only and shall not be payable *in kind*. Payments shall be payable on or before the later of 10 days after the Grantor receives payment from the Processor or the 25th day of the third month following the calendar month in which the Minerals subject to the royalty were shipped to the Processor by the Grantor. For purposes of calculating the cash amount due to the Grantee, Minerals will be deemed to have been sold or otherwise disposed of at the time refined production from the Adjoining Licences is delivered, made available, or credited to the Grantor by a Processor. The Grantor shall make each royalty payment less any amount the Grantor is required to withhold therefrom pursuant to the provisions of the *Income Tax Act* (Canada) by delivery of a cheque payable to the Grantee and delivering such cheque to the Grantee at such address as the Grantee may direct or by direct bank deposit to the Grantee's account as the Grantee shall designate. Should default be made in any cash payment when due for royalty and such default still exists 10 days following notice of non-payment, then all unpaid amounts then due shall bear interest at the rate of the Prime Rate plus 2% per annum commencing from and after such payment due date until paid. All royalty payments or credits shall be accompanied by a detailed statement explaining the calculation thereof together with any available settlement sheets from the Processor.

7. *Hedging Transactions* - All profits and losses resulting from the Grantor's sales of Minerals, or Grantor engaging in any commodity futures trading, option trading, or metals trading, or any combination thereof, and any other hedging transactions including trading transactions designed to avoid losses and obtain possible gains due to metal price fluctuations (collectively, "**Hedging Transactions**") are specifically excluded from royalty calculations pursuant to this Agreement. All Hedging Transactions by the Grantor and all profits or losses associated therewith, if any, shall be solely for the Grantor's account. The royalty payable on Minerals subject to Hedging Transactions shall be determined in the same manner as provided in section 5 with the average monthly spot price being for the calendar month preceding the calendar month during which Minerals subject to Hedging Transactions are shipped by the Grantor to the Processor.

8. *Commingling* - The Grantor shall have the right to commingle Minerals from the Adjoining Licences with Minerals from other properties. Before any Minerals produced from the Adjoining Licences are

commingled with Minerals from other properties, the Minerals produced from the Adjoining Licences shall be measured and sampled in accordance with sound mining and metallurgical practices for moisture, metal, commercial minerals and other appropriate content, applied on a consistent basis. Representative samples of the Minerals produced from the Adjoining Licences and the Minerals from such other properties shall be retained by the Grantor and assays (including moisture and penalty substances) and other appropriate analyses of these samples shall be made before commingling to determine the gross metal content of Minerals from each source. The Grantor shall retain such analyses for a reasonable amount of time, but not less than 24 months, after receipt by the Grantee of the royalty paid with respect to such commingled Minerals, and shall retain such samples taken from the Adjoining Licences and such other properties for not less than 180 days after collection.

9. *Stock pilings and Tailings* - All tailings, residues, waste rock, spoiled leach materials, and other materials (collectively "Materials") resulting from the Grantor's operations and activities on the Adjoining Licences shall be the sole property of the Grantor, but shall remain subject to the royalty should the Materials be processed or reprocessed, as the case may be, in the future and result in the production and sale or other disposition of Minerals. Notwithstanding the foregoing, the Grantor shall have the right to dispose of Materials from the Adjoining Licences on or off of the Adjoining Licences and to commingle the same (as provided herein) with materials from other properties. If Materials from the Adjoining Licences are processed or reprocessed, as the case may be, and regardless of where such processing or reprocessing occurs, the royalty payable thereon shall be determined on a *pro rata* basis as determined by using the best engineering and technical practices then available.

10. *Term of Royalty* - The royalty created hereby shall be perpetual, it being the intent of the parties hereto that, to the extent allowed by law, the royalty shall constitute a vested interest in and a covenant running with the land affecting the Adjoining Licences and all successions thereof whether created privately or through governmental action and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns so long as the Grantor or any successor or assign of the Grantor holds any rights or interests in the Adjoining Licences.

11. *Registration on Title* - In order to secure payment from time to time and to protect the Grantee's right to receive the Net Smelter Returns royalty payable hereunder the Grantee may, following the date of registration of the Transfer/Deed of Land of the Adjoining Licences from the Grantee to the Grantor, register notice of this royalty entitlement against title to the Adjoining Licences.

12. *Reporting* - No later than the 60th day of each fiscal year, the Grantor shall provide to the Grantee with an annual report of activities and operations conducted with respect to the Adjoining Licences during the preceding fiscal year, and from time to time shall provide such additional information as the Grantee may reasonably request. Such annual report shall include details of:

- 12.1 the preceding year's activities with respect to the Adjoining Licences;
- 12.2 ore reserve data for the fiscal year just ended; and
- 12.3 estimates of anticipated production and estimated remaining ore reserves with respect to

proposed activities for the Adjoining Licences for the current fiscal year.

13. *Records and Audits* - The Grantee shall have the right, upon reasonable notice to the Grantor, to inspect and copy all books, records, technical data, information and materials (the "Data") pertaining to the Grantor's activities with respect to the Adjoining Licences; provided that such inspections shall not unreasonably interfere with the Grantor's activities with respect to the Adjoining Licences. If any such audit or inspection reveals that royalty payments for any calendar year are underpaid by more than 3.0%, the Grantor shall reimburse the Grantee for its reasonable costs incurred in such audit or inspection. The Grantee shall be entitled to enter the mine workings and structures on the Adjoining Licences at reasonable times upon reasonable advance notice for inspection thereof, but the Grantee shall so enter at its own risk and shall indemnify and hold the Grantor harmless against and from any Damages by reason of injury to the Grantee or its agents or representatives or damage to or destruction of any Adjoining Licences of the Grantee or its agents or representatives while on the Adjoining Licences on or in such mine workings and structures, unless such injury, damage, or destruction is a result, in whole or in part, of the negligence of the Grantor.

14. *Assignment* - The Grantor may assign, transfer, convey or otherwise dispose of the Adjoining Licences; provided, however, any option, joint-venture, assignment, transfer, conveyance or other disposition by the Grantor of its rights and interests in or with respect to the Adjoining Licences shall be void unless the proposed assignee has first agreed in writing with the Grantee to observe and be bound by all of the provisions of this royalty schedule with respect to the rights, interests and obligations being assigned to or assumed by the assignee in the place and stead of the Grantor, and only subsequent to the signing of such written agreement shall the Grantor be relieved or discharged from their obligations to the Grantee hereunder. The Grantor shall not be relieved or discharged from this royalty schedule in respect of any rights, interests or obligations of the Grantor in or with respect to their obligations hereunder which are not assigned or assumed in accordance with the foregoing, and the Grantee may continue to look to the Grantor for performance with respect thereto. Notwithstanding the provisions of this section 14, the Grantor shall be entitled:

- 14.1 to sell, assign or otherwise dispose of ("transfer") all or any part of its interest in the Adjoining Licences or its rights under this royalty schedule in connection with any merger, reorganization, amalgamation, business combination, take-over or reverse take-over, or sale of all or substantially all of its assets; or
- 14.2 to carry out a transfer to any affiliate on the condition that such affiliate shall remain an affiliate of the relevant Grantor until such Grantor has fulfilled all of its obligations pursuant to the provisions of this royalty schedule (unless prior thereto such affiliate shall have retransferred to such Grantor the interest transferred to such affiliate by such Grantor);

provided, however, that no such transfer shall be effective unless and until the transferee shall have acknowledged in writing such transferee's agreement to be bound by the provisions of this Agreement.

15. *Right of First Refusal* - Subject always to the pre-emptive right of the Grantor to repurchase one half of the 1.5% net smelter returns royalty (0.75% net smelter returns) for \$1,000,000, if at any time the Grantee wishes or seeks to transfer directly or indirectly all or any part of its royalty payable pursuant to the

provisions of Section 2 hereof, or in the event the Grantee receives a *bona fide* third party offer to purchase all or any part of such royalty, the Grantee shall provide to the Grantor notice (an "Offering Notice") of such intention or of receipt of such third party offer, as the case may be, the consideration desired by the Grantee or offered by such third party, as the case may be, and the other material terms of the proposed transfer or third party offer, as the case may be. The Offering Notice shall for all purposes be deemed to be an offer by the Grantee to the Grantor (irrevocable by the Grantee within the time for acceptance of such offer) to transfer such interest in the royalty to the Grantor for the consideration and on essentially the same terms specified in the Offering Notice. The Grantor shall accept or reject the offer from the Grantee in writing within 30 days of receipt of such offer. If the offer is accepted by the Grantor the Grantor shall make payment of the full purchase price stated in the Offering Notice within a further 30 days of acceptance. If the Grantor reject the offer to purchase the Grantee's interest in the royalty, the Grantor shall so advise the Grantee within such initial 30 day period for acceptance. Failure by the Grantor to accept or reject the offer to purchase the Grantee's interest in the royalty within such 30 day period shall be deemed to be a rejection of such offer, and the Grantee thereafter shall be at liberty during the following 60 days to sell its interest in the royalty to any *bona fide* third party on no less favourable terms than those offered to the Grantor, which transaction of purchase and sale must be completed within 30 days after acceptance. If no other offer from a *bona fide* third party is made and accepted within such 60 day period, then this section 15 shall again be in full force and effect, and the Grantee shall again be required to give the Grantor the first right of refusal to purchase its interest in the royalty should the Grantee wish to sell same at a later date. If the Grantee assigns its interest in the royalty payable hereunder to a third party pursuant to the provisions of this Section 15, in addition to any other applicable requirements, the Grantee shall not complete any such assignment unless and until the assignee has acknowledged in writing to the Grantor that such assignee is fully aware of and agrees to be bound by the provisions hereof, as fully as if such assignee was a signatory hereto. The form and substance of such agreement shall be as the Grantor may reasonably require. For greater certainty the Grantee acknowledges that, without the prior written consent of the Grantor, it shall be prohibited from selling, assigning, transferring, conveying or otherwise disposing of, directly or indirectly, all or any part of its interest in the royalty payable hereunder to any non-arm's-length party or in any non-arm's-length transaction.

This **OPTION AGREEMENT** made the 20th day of June, 2007

BETWEEN:

WEYBURN INVESTMENTS LTD.
c/o NMT Trustees Limited
P.O. Box 240, Suite A, St. Peter Port House
Sausmarez Street, St. Peter Port
Guernsey GY1 3PG, Channel Isles

(herein called the "Optionor")

Of the First Part

-and-

THUNDERMIN RESOURCES INC.,
an Ontario corporation having executive offices at
Suite 1116, 111 Richmond Street West
Toronto, ON M5H 2G4

(herein called "Thundermin")

-and-

CORNERSTONE RESOURCES INC.
a corporation incorporated under the laws of the Province of
Newfoundland and Labrador, having an office at Suite 201
109 Clyde Avenue, Donovan's Industrial Park,
Mt. Pearl, Newfoundland and Labrador A1N 4R9

-and-

CORNERSTONE CAPITAL RESOURCES INC., a corporation
incorporated under the laws of the Province of Alberta, having an office at
Suite 201, 109 Clyde Avenue, Donovan's Industrial Park, Mt. Pearl,
Newfoundland and Labrador A1N 4R9

(herein collectively called "Cornerstone")

(Thundermin and Cornerstone, carrying on business as the **Little Deer Joint Venture**, are herein collectively called the "Optionee")

Of the Second Part

WHEREAS the Optionor and the Optionee have entered into a letter agreement made April 23, 2007 concerning the acquisition by the Optionee of an option to earn an undivided 100% interest in the Optionor's Little Deer Copper Property comprising certain Mineral Licences in the Springdale area of north-central

pursuant to the provisions of Section 2.9 of the Agreement.

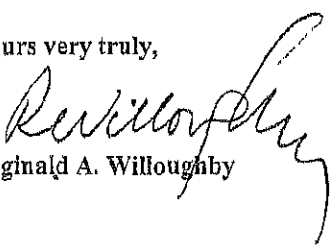
If the Optionee is delivered a Certificate with a Certificate Limit less than the actual proceeds of disposition of the Property to the Optionor, then I shall disburse the sum of CDN\$85,000 and interest earned thereon to July 31, 2007 on the date of receipt of such Certificate, if received prior to July 31, 2007, in compliance with the provisions of Section 116 of the Act on the basis that all interest accrued on the sum of CDN\$85,000 shall be to the account of the Optionor.

Subject to the foregoing if, before July 31, 2007, CRA should grant the Optionor an indulgence abridging the July 31, 2007 deadline for payment of the amount required to be withheld by the Optionee until such time as CRA either has issued a section 116 certificate or has denied the issuance of such certificate, then I shall continue to hold the CDN\$85,000 in trust and to keep it invested in Government of Canada treasury bills (or similar interest bearing instruments issued by a Canadian financial institutions) until the matter is resolved.

All capitalized terms herein not otherwise defined herein, have the same meaning as ascribed thereto in the Agreement or in the Act, as applicable.

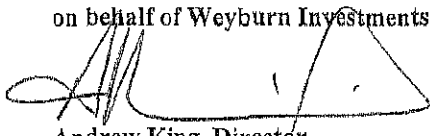
Please signify your concurrence with the foregoing understanding by signing and returning the enclosed copy of this letter.

Yours very truly,

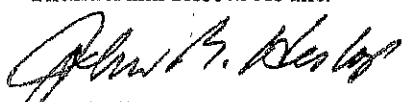

Reginald A. Willoughby

Agreed to this 26th day of June, 2007 by each of the undersigned.

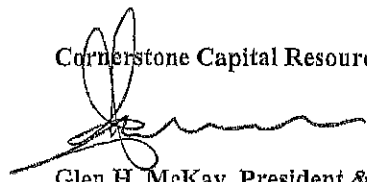
NMT Trustees Limited
on behalf of Weyburn Investments Ltd.

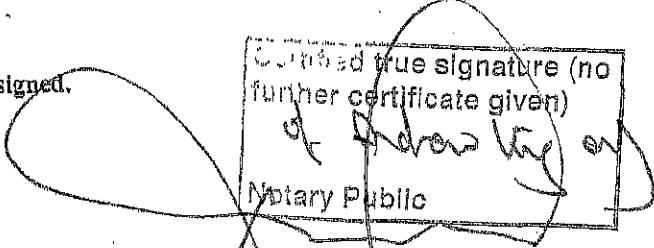

Andrew King, Director

Thundermin Resources Inc.


John B. Heslop, President & CEO

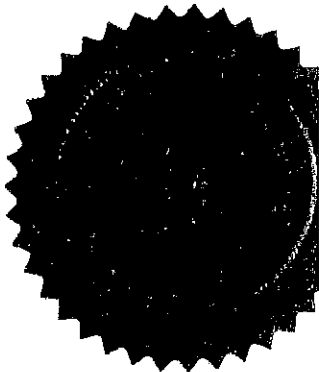
Cornerstone Capital Resources Inc.


Glen H. McKay, President & CEO


Confirmed true signature (no
further certificate given)

Notary Public

Davey G. Le Marquand
Notary Public
7 New Street
St Peter Port
Guernsey GY1 4BZ


Reginald A. Willoughby
Barrister & Solicitor

Appendix B

Claim by Tim McDowell Equipment Ltd

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies'*
Creditors Arrangement Act, R.S.C. 1985,
c. C-36, as amended ("CCAA")

NOTICE LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

**RE: NOTICE OF CLAIMS IDENTIFICATION PROCESS, PRE-FILING CLAIMS BAR DATE
AND RESTRUCTURING CLAIMS BAR DATE**

This notice is being published pursuant to an Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**") in proceedings under the *Companies' Creditors Arrangement Act*, R.S.C., 1985 c. C-36, as amended, with respect to Rambler Metals and Mining Canada Limited and 1948565 Ontario Inc. (together, the "**Applicants**"). Pursuant to the Initial Order dated February 27, 2023, Grant Thornton Limited was appointed as monitor of the Applicants (on such capacity, the "**Monitor**"), and pursuant to the claims identification process (the "**Claims Identification Process**") with respect to claims against the Applicants and its present and former Directors and Officers (the "**Directors/Officers**"). Additionally, the Monitor is required to send Claims Packages to, among other, the Applicant's Known Claimants and Claimants having Restructuring Claims. All capitalized terms not defined herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim and related materials may be accessed from the Monitor's Website at <https://www.grantthornton.ca/Rambler>.

All persons wishing to assert a claim (other than an Excluded Claim) against any Applicant or its Directors/Officers **MUST** file a Proof of Claim with the Monitor.

The claims bar date is 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "**Pre-Filing Claims Bar Date**"). Proofs of Claim in respect of Pre-Filing Claims must be completed and filed with the Monitor on or before the Pre-Filing Claims Bar Date.

The restructuring claims bar date is the later of (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "**Restructuring Claims Bar Date**"). Proofs of Claim in respect of Restructuring Claims must be completed and filed with the Monitor on or before the Restructuring Claims Bar Date.

PROOFS OF CLAIM MUST BE RECEIVED BY THE MONITOR BY THE PRE-FILING CLAIMS BAR DATE OR RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or the Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan, if any, or otherwise in respect of such Claims.

Reference should be made to the Claims Identification Order for the complete definitions of **"Claim"**, **"Pre-Filing Claim"**, **"Restructuring Claim"** and **"D&O Claim"** to which the Claims Identification Process applies. Reference should also be made to the definition of **"Priority Claim"** set out in the Claims Identification Order.

The Monitor can be contacted at the following address to request a Claims Package or for any other notices of enquiries with respect to the Claims Identification Process.

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

**Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649**

DATED at Halifax, Nova Scotia this 11th day of September, 2023.

Grant Thornton Limited.,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada and 1948565 Ontario Inc.,
and not in its personal capacity.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the *Companies'*
Creditors Arrangement Act, R.S.C. 1985,
c. C-36, as amended ("CCAA")

INSTRUCTION LETTER FOR THE CLAIMS IDENTIFICATION PROCESS

I. CLAIMS IDENTIFICATION PROCESS

By Order of the Supreme Court of Newfoundland and Labrador dated September 11, 2023 (the "**Claims Identification Order**"), Grant Thornton Limited, in its capacity as the Court-appointed monitor (in such capacity, the "**Monitor**") of Rambler Metal and Mining Canada Limited ("**Rambler Canada**") and 1948565 ("**1948**", and together with Rambler Canada, the "**Applicants**"), has been authorized to assist the Applicants in conducting a claims identification process (the "**Claims Identification Process**".) with respect to claims against each Applicant and the present or former Directors and Officers ("**Directors/Officers**"). The Claims Identification Order governs the filing and identification of all Claims against the Applicants and the Directors/Officers.

Unless otherwise defined, all capitalized terms used herein shall have the meanings ascribed to them in the Claims Identification Order.

The Claims Identification Order, the Claims Package, a Proof of Claim form and related materials may be accessed from the Monitor's Website at <https://www.grantthornton.ca/Rambler>.

This letter provides instructions for completing the Proof of Claim. Reference should be made to the Claims Identification Order for a complete description of the Claims Identification Process.

The Claims Identification Process is intended for any Person with any Claims, other than Excluded Claims, of any kind or nature whatsoever against the Applicants the Directors/Officers or any of them, whether liquidated, unliquidated, contingent or otherwise. Please review the enclosed material for the complete definitions of "**Claim**", "**Pre-Filing Claim**", "**Restructuring Claim**" and "**D&O Claim**" to which the Claims Identification Process applies. Reference should also be made to the definition of "**Priority Claim**" set out in the Claims Identification Order.

All notices and enquiries with respect to the Identification Process should be addressed to;

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649

II. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim (other than an Excluded Claim), you **MUST** file a Proof of Claim with the Monitor.

All Proofs of Claim for, (i) Pre-Filing Claims (including D&O Pre-Filing Claims), which for greater certainty are Claims against any Applicant arising prior to the Filing Date of February 27, 2023, and (ii) D&O Pre-Filing Claims, must be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre-Filing Claims Bar Date").

All Proofs of Claim for (a) Restructuring Claims, which for greater certainty are Claims arising out of the restructuring, disclaimer, resiliation, termination or breach by any Applicant on or after the Filing Date of February 27, 2023 of any contract, lease or other agreement or arrangement whether written or oral, and (ii) D&O Restructuring Claims, must be received by the Monitor by the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim or a D&O Restructuring Claim to a Claimant (the "Restructuring Claims Bar Date").

PROOFS OF CLAIM MUST BE RECEIVED BY THE PRE-FILING CLAIMS BAR DATE OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, OR THE APPLICABLE CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED. If you are required to file a Proof of Claim pursuant to the Claims Identification Process but do not file a Proof of Claim in respect of a Claim by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, or a Proof of Claim is not filed on your behalf (as permitted by the terms of the Claims Identification Order in respect of Priority Claims), you shall not be entitled to vote at any Meeting regarding a Plan or participate in any distribution under a Plan or otherwise in respect of such Claims.

All Claims denominated in foreign currency shall be converted to Canadian dollars at the Bank of Canada daily average exchange rate in effect on the Filing Date of February 27, 2023 (USD 1: CAD 1.3573).

Additional Proofs of Claim forms can be accessed from the Monitor's Website at <https://www.grantthornton.ca/Rambler>.

DATED at Halifax, Nova Scotia, this 11th day of September, 2023.

Grant Thornton Limited,
solely in its capacity as Monitor of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc., and not
in its personal capacity.

2023 01G 0841

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of
Rambler Metals and Mining Canada
Limited and 1948565 Ontario Inc.

AND IN THE MATTER OF the Companies'
Creditors Arrangement Act, R.S.C. 1985,
c. C-36, as amended ("CCAA")

PROOF OF CLAIM

Please read carefully the enclosed Instruction Letter for completing this Proof of Claim. All capitalized terms not defined herein have the meanings ascribed to them in the Claims Identification Order dated September 11, 2023.

I. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant:

Tim McDowell Equipment Ltd. (the "Claimant")

2. Full Mailing Address of the Claimant:

21 Thomson Road
Skead, ON
P0M 2Y0

3. Telephone Number:

705-479-5420

4. E-Mail Address:

accounting@mcowellsequipment.com

5. Facsimile Number:

6. Attention (Contact Person):

Faye Akbari

7. Have you acquired this Claim by assignment?

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

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

II. PROOF OF CLAIM:

1. I, Ben McDowell
(name of Claimant or Representative of the Claimant), of
General Manager of Tim McDowell Equipment Ltd. do hereby
certify:
(city and province)

(a) that I [check (✓) one]

☐ am the Claimant; OR

☒ am Tim McDowell Equipment Ltd. (state position or title) of
_____ (name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that complete documentation in support of the Claim referred to below is attached; and

(d) that no Applicant and/or one or more of the Directors or Officers of any Applicant were and still are indebted to the Claimants as follows:¹

(i) Pre-Filing Claims (and related D&O Claims)

Debtor	Pre-Filing Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited	\$286,717.13	secured (Lien claim)	\$286,717.13
1948565 Ontario Inc.			

¹ Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily average exchange rate in effect on February 27, 2023.

Directors and Officers of Rambler Metals and Mining Canada Limited (insert names above)			
Directors and Officers of 1948565 Ontario Inc. (insert names above)			

(ii) Restructuring Claims (and related D&O Claims)

Debtor	Restructuring Claim Amount	Whether Claim is Secured, Priority Unsecured, or Unsecured	Value of Security Held, if any:
Rambler Metals and Mining Canada Limited			
1948565 Ontario Inc.			
Directors and Officers of Rambler Metals and Mining Canada Limited (insert names above)			
Directors and Officers of 1948565 Ontario Inc. (insert names above)			

III. PARTICULARS OF CLAIM

The particulars of the undersigned's total Claim (including Pre-Filing Claims, Restructuring Claims and D&O Claims) are attached.

(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a Claim is made against any Directors or Officers, specify the applicable Directors or Officers and the legal basis for the Claim against each of them.)

IV. FILING OF CLAIM

For Pre-Filing Claims (including D&O Pre-Filing Claims), this Proof of Claim **MUST** be received by the Monitor before 5:00 p.m. (Newfoundland Time) on October 11, 2023 (the "Pre-Filing Claims Bar Date").

For Restructuring Claims (including D&O Restructuring Claims), this Proof of Claim **MUST** be received by the Monitor before the later of: (i) the Pre-Filing Claims Bar Date and (ii) 5:00 p.m. (Newfoundland Time) on the date that is thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring Claim (the "Restructuring Claims Bar Date").

In either case, completed forms must be delivered by prepaid ordinary mail, registered mail, courier, personal delivery or email addressed:

Grant Thornton Limited - The Court Appointed Monitor of Rambler Metals and Mining Canada and 1948565 Ontario Inc.

Email: Rambler@ca.gt.com

**Nova Centre, North Tower
Suite 1000 - 1675 Grafton Street
Halifax, Nova Scotia B3J 0E9
Hotline: 1-855-747-2649**

Failure to file your Proof of Claim as directed by the Pre-Filing Claims Bar Date or Restructuring Claims Bar Date, as applicable, will result in your Claim being extinguished and forever barred and in you being prevented from making or enforcing a Claim against any Applicant or any of its present or former Directors and Officers.

DATED at Sudbury, ON this 21 day of Sep, 2023.



Signature of Claimant

Tim McDowell - Proof of Claims - Support

Chisholm, Ben <Ben.Chisholm@ca.gt.com>

Wed 10/4/2023 12:26 PM

To: Faye Akbari <accounting@mcdowellequipment.com>

Cc: Rambler Metals and Mining Canada Limited <Rambler@ca.gt.com>

 1 attachments (443 KB)

PoC - Unsecured - Tim McDowell Equipment Ltd.pdf;

Hello,

We have received your proof of claims form via mail, thank you. We have scanned and attached it to this email for reference.

May you please provide supporting documentation to support the amount claimed (\$286,717.13) and to support the lien referenced in the proof of claims.

Please let us know if you have any questions on this or any other part of the claim's process.

Thank you,
Ben

Ben Chisholm, CPA | Senior Associate

Grant Thornton LLP

Nova Centre, North Tower | Suite 1000 - 1675 Grafton Street | Halifax | NS | B3J 0E9

T +1 902 417 2829 | F +1 902 420 1068

E Ben.Chisholm@ca.gt.com | W <http://www.grantthornton.ca/>



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Fw: Statement of Registration

Faye Akbari <accounting@mcdowellequipment.com>

Thu 9/21/2023 3:31 PM

To: Tim McDowell <tim@mcdowellequipment.com>

 1 attachments (231 KB)

Proof of Claim (draft 1).pdf;

FYI, I spoke with Daniel, and will have the statement of claim for you ready to sign, and he suggested to mail to Grant Thornton.

See below as well. Thanks!

Kind Regards,

Faye Akbari- HB.Com- MBA
Financial Controller
Tim McDowell Equipment Ltd.
21 Thomson Rd
Skead, ON, P0M 2Y0
Direct Line: 705-485-1020
www.mcdowellequipment.com



From: Daniel Glover <dglover@curtisdawe.com>

Sent: Thursday, September 21, 2023 3:22 PM

To: Faye Akbari <accounting@mcdowellequipment.com>

Subject: RE: Statement of Registration

Hello Faye,

Sorry I missed your call.

The proof of claim that we need to submit is at pages 5-8 of the attachment on your email. What we submit would look something like this (see my attachment).

I put the amount on the lien claim, without the added 24% interest as this is unlikely to be awarded by a court in a lien claim enforcement action. I want to stick to the amount on the face of the lien claim.

The instructions indicate how to submit the proof of claim, including via email. Let me know if you need further assistance from me.

Regards,



Daniel M. Glover | Partner

P.O. Box 337, 11th Floor

139 Water Street, St. John's, NL A1C 5J9

Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Faye Akbari <accounting@mcdowellequipment.com>

Sent: Thursday, September 21, 2023 3:30 PM

To: Tim McDowell <tim@mcdowellequipment.com>; Daniel Glover <dglover@curtisdawe.com>

Subject: Re: Statement of Registration

Good afternoon Daniel,

Further to my voice mail of today, I am following up on my last email from Friday Sep 15th. I have also attached a notice letter for the claims identification process received in the mail from Grant Thornton. Please see attached and advise what information you require from Tim McDowell Equipment Ltd to complete the statement of Claim. I had sent the customer's statement of account with total balance owing last Friday.

Please advise, thank you.

Kind Regards,

Faye Akbari- HB.Com- MBA
Financial Controller
Tim McDowell Equipment Ltd.
21 Thomson Rd
Skead, ON, P0M 2Y0
Direct Line: 705-485-1020
www.mcdowellequipment.com



From: Faye Akbari <accounting@mcdowellequipment.com>

Sent: Friday, September 15, 2023 1:32 PM

To: Tim McDowell <tim@mcdowellequipment.com>; dglover@curtisdawe.com <dglover@curtisdawe.com>

Subject: Re: Statement of Registration

Good afternoon Daniel,

As per your email conversation below with Tim, I have attached copy of the customer statement for your record, and to help with Pre-Filing Claim amount. Could you please advise if you will require all individual invoices for this account.

Also, please let me know what other information you require to file the claim.

Kind Regards,

Faye Akbari- HB.Com- MBA
Financial Controller
Tim McDowell Equipment Ltd.
21 Thomson Rd
Skead, ON, P0M 2Y0
Direct Line: 705-485-1020
www.mcdowellequipment.com



From: Tim McDowell <tim@mcdowellequipment.com>
Sent: Wednesday, September 13, 2023 1:09 PM
To: Faye Akbari <accounting@mcdowellequipment.com>
Subject: Fw: Statement of Registration

Tim McDowell Equipment Ltd
21 Thomson Rd
Skead ON
Canada P0M2Y0
www.mcdowellequipment.com
+1-602-885-6560

From: Daniel Glover <dglover@curtisdawe.com>
Sent: Tuesday, September 12, 2023 2:43 PM
To: Ben McDowell <ben@mcdowellequipment.com>; Tim McDowell <tim@mcdowellequipment.com>
Subject: RE: Statement of Registration

Tim and Ben,

I received notice today that a claims process has been ordered in the CCAA proceedings. Only certain exempt claims having to do with charges relating to the CCAA proceedings themselves do not have to file a proof of claim. So we will have to file a proof of claim in order to avoid your lien claim being extinguished. I can complete this for you, but I likely will need you to provide information and documents to help me complete the filing. Perhaps we should schedule a call to discuss the way forward?

Regards,



Daniel M. Glover | Partner

P.O. Box 337, 11th Floor
139 Water Street, St. John's, NL A1C 5J9
Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Daniel Glover

Sent: Wednesday, May 3, 2023 12:02 PM

To: 'Ben McDowell' <ben@mcdowellequipment.com>; 'Tim McDowell' <tim@mcdowellequipment.com>

Subject: RE: Statement of Registration

FYI, here is the latest from the CCAA proceedings for your information. Written reasons for, *inter alia*, the stay of proceedings were filed.

I don't think this changes our strategy, we need to wait for things to develop to a point where the stay of proceedings may be lifted and, as a consequence, counsel for Rambler will be open to discussing potential resolution of the lien claim. At this stage, Canada Revenue Agency, employees and others take priority.

Let me know if you wish to discuss this further.

Regards,



Daniel M. Glover | Partner

P.O. Box 337, 11th Floor
139 Water Street, St. John's, NL A1C 5J9
Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Daniel Glover

Sent: Monday, March 6, 2023 2:24 PM

To: 'Ben McDowell' <ben@mcdowellequipment.com>; Tim McDowell <tim@mcdowellequipment.com>

Subject: RE: Statement of Registration

Thank you, the material has been sent to the Corporations Registry. Once filed we will be able to maintain the legal action.

On the other hand, Rambler is now in *Companies' Creditors Arrangements Act* protection so proceeding with the action will have to wait until the stay is lifted. There was a hearing this morning about that so I am expecting an update soon from opposing counsel and I will let you know when I receive word.

Regards,



Daniel M. Glover | Partner

P.O. Box 337, 11th Floor

139 Water Street, St. John's, NL A1C 5J9

Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Ben McDowell <ben@mcdowellequipment.com>

Sent: Wednesday, February 22, 2023 11:06 AM

To: Daniel Glover <dglover@curtisdawe.com>; Tim McDowell <tim@mcdowellequipment.com>

Subject: Re: Statement of Registration

Hi Daniel,

I mailed the letter last week, you should have it by Friday.

Best Regards,

Ben McDowell

Tim McDowell Equipment Ltd

2870 White Street,

Val Caron, On, P3N1B2

[ben@mcdowellequipment.com]ben@mcdowellequipment.com

[www.mcdowellequipment.com]www.mcdowellequipment.com

Cell:705-923-4779

Office:705-479-5420

From: Daniel Glover <dglover@curtisdawe.com>

Sent: February 22, 2023 9:35 AM

To: Tim McDowell <tim@mcdowellequipment.com>

Cc: Ben McDowell <ben@mcdowellequipment.com>

Subject: Statement of Registration

Tim,

Any progress on the Statement of Registration?

Opposing counsel for both Defendants have contacted me to ask for more time to file a Defence. I advised that I will not take further steps without prior notice.

Regards,

**Daniel M. Glover | Partner**P.O. Box 337, 11th Floor

139 Water Street, St. John's, NL A1C 5J9

Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Daniel Glover**Sent:** Friday, February 10, 2023 2:06 PM**To:** 'Tim McDowell' <tim@mcdowellequipment.com>**Cc:** Ben McDowell <ben@mcdowellequipment.com>**Subject:** RE: Fw:

That's fine, remember I need the original document, not a copy. Are you saying you have a notarized original that is not double sided? You can just send that.

**Daniel M. Glover | Partner**P.O. Box 337, 11th Floor

139 Water Street, St. John's, NL A1C 5J9

Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Tim McDowell <tim@mcdowellequipment.com>**Sent:** Friday, February 10, 2023 2:01 PM**To:** Daniel Glover <dgllover@curtisdawe.com>**Cc:** Ben McDowell <ben@mcdowellequipment.com>**Subject:** RE: Fw:

I'll be back this afternoon, will get out late today or tomorrow. Does it have to be notarized again or can we just send page 2 or page 1 that was double sided so that it is not double sided
Thx

Tim McDowell

602-885-6560

www.mcdowellequipment.com

----- Original message -----

From: Daniel Glover <dglover@curtisdawe.com>
Date: 2/10/23 12:28 PM (GMT-05:00)
To: Tim McDowell <tim@mcdowellequipment.com>
Cc: Ben McDowell <ben@mcdowellequipment.com>
Subject: RE: Fw:

Sorry Tim, it has to be you and Ben, two officers of the company. That's fine, just take care of it when you're back in town. Thanks,



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From: Tim McDowell <tim@mcdowellequipment.com>
Sent: Friday, February 10, 2023 1:57 PM
To: Daniel Glover <dglover@curtisdawe.com>
Cc: Ben McDowell <ben@mcdowellequipment.com>
Subject: RE: Fw:

Ben, can you get faye to do as I am out of town.
Daniel needs asap
Thx

Tim McDowell
602-885-6560
www.mcdowellequipment.com

----- Original message -----

From: Daniel Glover <dglover@curtisdawe.com>
Date: 2/10/23 12:24 PM (GMT-05:00)
To: Tim McDowell <tim@mcdowellequipment.com>
Cc: Ben McDowell <ben@mcdowellequipment.com>
Subject: RE: Fw:

Tim,

Did you receive my email? When can I expect the new Statement for Registration? Without it we can't maintain a legal action. I heard from opposing counsel representing Hancon. He asked for more time to speak to his client and prepare a response to the Statement of Claim. I advised I will not take further steps without advance notice.

Let me know if you have any questions.

Regards,

**Daniel M. Glover | Partner**P.O. Box 337, 11th Floor

139 Water Street, St. John's, NL A1C 5J9

Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Daniel Glover**Sent:** Wednesday, February 8, 2023 10:05 AM**To:** 'Tim McDowell' <tim@mcdowellequipment.com>**Cc:** 'Ben McDowell' <ben@mcdowellequipment.com>**Subject:** RE: Fw:

Tim,

I received the Statement for Registration but it is double sided. Our Registry will only accept single sided documents. Please re-sign and re-send.

Regards,

**Daniel M. Glover | Partner**P.O. Box 337, 11th Floor

139 Water Street, St. John's, NL A1C 5J9

Telephone (709) 722-5181 | Fax (709) 722-7541

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From: Daniel Glover**Sent:** Thursday, February 2, 2023 5:03 PM**To:** 'Tim McDowell' <tim@mcdowellequipment.com>**Cc:** Ben McDowell <ben@mcdowellequipment.com>**Subject:** RE: Fw:

Just fill in the dates on the last two pages and make sure you send the originals, single-sided. Thanks,

**Daniel M. Glover | Partner**P.O. Box 337, 11th Floor

139 Water Street, St. John's, NL A1C 5J9

Telephone (709) 722-5181 | Fax (709) 722-7541

This e-mail message (including attachments, if any) is confidential and may be privileged. Any unauthorized distribution or disclosure is prohibited. Disclosure to anyone other than the intended recipient does not constitute waiver of privilege. If you have received this e-mail in error, please notify us and delete it and any attachments from your computer system and records.

From: Tim McDowell <tim@mcdowellequipment.com>
Sent: Thursday, February 2, 2023 4:58 PM
To: Daniel Glover <dglover@curtisdawe.com>
Cc: Ben McDowell <ben@mcdowellequipment.com>
Subject: Fw: Fw:

Hi Daniel. Hope all is well. Does everything look in order prior to sending via courier
Thanks

Tim McDowell
+1 602-885-6560
www.mcdowellequipment.com

From: Ben McDowell <ben@mcdowellequipment.com>
Sent: Thursday, February 2, 2023 3:22 PM
To: Tim McDowell <tim@mcdowellequipment.com>
Subject: Fw:

Best Regards,

Ben McDowell

Tim McDowell Equipment Ltd
2870 White Street,
Val Caron, On, P3N1B2
[ben@mcdowellequipment.com]ben@mcdowellequipment.com
[www.mcdowellequipment.com]www.mcdowellequipment.com
Cell:705-923-4779
Office:705-479-5420

From: Faye Akbari <accounting@mcdowellequipment.com>
Sent: February 2, 2023 3:09 PM
To: Ben McDowell <ben@mcdowellequipment.com>
Subject:

Kind Regards,

Faye Akbari- HB.Com- MBA
Financial Controller
Tim McDowell Equipment Ltd.
21 Thomson Rd

Skead, ON, P0M 2Y0
Direct Line: 705-485-1020
www.mcdowellequipment.com



Registrar of Deeds

Curtis Dawe

MECHANICS LIEN

No. 20232

Registered 2 day of December

20 22 at 11:45 O'Clock A m

Fee Paid \$ 24.00 Receipt No. 80002264

Jan 7 2023
Registrar of Deeds

IN THE MATTER OF the *Mechanics' Lien Act*, R.S.N., 1990 c. M-3;

AND IN THE MATTER OF a Claim for Lien by Tim McDowell Equipment Ltd. for the price of equipment rentals provided for Hancon Construction Co Ltd. upon or in respect of the estate or interest of the Rambler mine site in Ming's Bight, Newfoundland and Labrador.

CLAIM FOR LIEN

FOR REGISTRATION IN THE MECHANICS' LIEN REGISTRY FOR THE PROVINCE OF NEWFOUNDLAND AND LABRADOR

The Claim for Lien for equipment rentals by Tim McDowell Equipment Ltd. against Hancon Construction Co Ltd. sets out the following information in accordance with section 17 of the *Mechanics' Lien Act*:

1. The person claiming the lien is:

Tim McDowell Equipment Ltd.
c/o Curtis, Dawe
11th Floor, 139 Water Street
St. John's, NL
A1C 5J9

2. The nature of estate or interest charged is:

The estate or interest upon which the lien attaches is the interest of Rambler Metals and Mining Canada Ltd. Canada in the land upon which the Rambler mine operates in Ming's Bite, NL on the Baie Verte Peninsula, and includes any property or assets located upon, constructed, erected or affixed to the lands.

3. The owner of the estate or interest in the lands upon or in respect of which rental equipment was provided is:

Rambler Metals and Mining Canada Ltd. Canada
P.O. Box 610
Baie Verte, NL
A0K 1B0

- and -

His Majesty the King in Right of Newfoundland and Labrador
Confederation Building
Prince Philip Drive,
St. John's, NL

3. The person for whom rental equipment was provided is:

Hancon Construction Co Ltd.
1-5831 King Street
Porcupine, ON P0N 1C0

Address for Service:
c/o Benson Buffett PLC Inc.
Suite 900, Atlantic Place
215 Water Street
P.O. Box 1538
St. John's, NL A1C 5N8
Attn: Sean M. Pittman

4. The time within which rental equipment was provided:

Rental equipment was first provided on or around January 2022 and last provided on or around November 5, 2022.

5. The description of rental equipment and services provided:

Rental equipment was provided for use at the Rambler mine site, including a Toyota Land Cruiser, CAT R1600G, KES SL 4500 Scissor Lift and Toyota Bissett,

pursuant to a rental agreement for equipment rental and related services, including equipment repair.

6. The sum claimed as due for the price of the rental equipment placed or provided to be used:
\$286,717.13 is owed for rental equipment provided.
7. The description of the land upon or in respect of which the rental equipment was placed or provided to be used, more particularly described in schedule "A", as follows:

All those pieces or parcels of land located in intersection of route 414 and 418, Baie Verte-White Bay, Ming's Bight, Baie Verte;
Intersection of Route 414 La Scie and Route 418 Baie Verte-Springdale;
Parcel 2010-1 Ming's Bight Road, Baie Verte-Springdale;
Parcel 2010-2 Ming's Bight Road, Baie Verte-Springdale

DATED at Sunbury, in the Province of Ontario, this 26 day of NOVEMBER, 2022.



TIM MCDOWELL

IN THE MATTER OF the *Mechanics' Lien Act*, R.S.N., 1990 c. M-3;

AND IN THE MATTER OF a Claim for Lien by Tim McDowell Equipment Ltd. for the price of equipment rentals provided for Hancon Construction Co Ltd. upon or in respect of the estate or interest of the Rambler mine site in Ming's Bight, Newfoundland and Labrador.

AFFIDAVIT

I, Tim McDowell, of SKEAD / SUEBURG (town/city), in the Province of Ontario, make oath and say as follows THAT:

1. I am the President of Tim McDowell Equipment Ltd., the Lien Claimant herein.
2. On or around January 11, 2022, Tim McDowell Equipment Ltd. entered into a contract with Hancon Construction Co. Ltd. for supply of rental equipment (the "rental equipment") and related services for the Rambler mine in Ming's Bight on the Baie Verte Peninsula, Newfoundland and Labrador ("Rambler mine").
3. The rental equipment was first provided onsite on or around for use at the Rambler mine in January 2022 and last supplied on November 5, 2022.
4. Invoices for the price of the rental equipment and services provided were submitted by Tim McDowell Equipment Ltd. to Hancon Construction Co. Ltd. for payment but Hancon Construction Co. Ltd. has failed to pay the amounts due and payable under the invoices.
5. The price for the rental equipment and services for which the claim for lien arises is the total outstanding balance due and payable under the invoices issued for the price of the

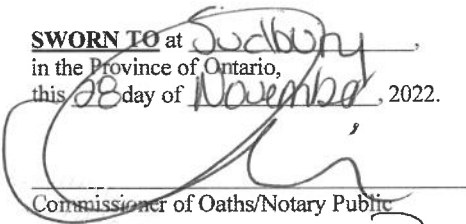
equipment rental in the amount of **\$286,717.13**.

6. The land upon which the materials were placed or provided is:

All those pieces or parcels of land located in intersection of route 414 and 418, Baie Verte-White Bay, Ming's Bight, Baie Verte;
Intersection of Route 414 La Scie and Route 418 Baie Verte-Springdale;
Parcel 2010-1 Ming's Bight Road, Baie Verte-Springdale;
Parcel 2010-2 Ming's Bight Road, Baie Verte-Springdale

7. The matters required to be verified in this Claim for Lien are true to the best of my knowledge, information and belief.

SWORN TO at Sudbury
in the Province of Ontario,
this 28 day of November, 2022.


Commissioner of Oaths/Notary Public

Amanda Berbau
617742

TIM MCDOWELL EQUIPMENT LTD.


TIM MCDOWELL

Schedule "A"

ML 141 (4532

All that piece or parcel of land situate and being at the intersection of Route 414 and Route 418, in the Newfoundland Provincial Electoral District of Baie Verte - White Bay, abutted and bounded as follows, that is to say:

Commencing at a point on the North-westerly limit of the aforesaid Route 414, forty metres wide, said point having co-ordinates of East 300,036.739 metres and North 5,530,570.249 metres and being distant seven thousand four hundred seventy-five decimal three one seven metres (7475.317m) as measured on a bearing of South seventeen degrees forty-one minutes thirty-two seconds West (S 17°41'32"W) from Survey Control Monument Number 9201053;

Thence following along the said Route 414, South seventy-six degrees twenty-one minutes twenty seconds West (S 76°21'20"W) for a distance of one thousand four hundred seventy-four decimal eight zero four metres (1474.804m);

Thence running by land of Ming Minerals Incorporated (Extended License Number 4447), North two degrees twenty-four minutes twenty-six seconds West (N 2°24'26"W) for a distance of three hundred nine decimal seven five metres (309.75m);

Thence running by land of Ming Minerals Incorporated (Extended License Number 3868), North thirty degrees fifty-four minutes fifty-four seconds West (N 30°54'54"W) for a distance of eight hundred thirteen decimal eight four metres (813.84m);

Thence, North fifty-seven degrees fifty-six minutes twelve seconds East (N 57°56'12"E) for a distance of nine hundred thirty-two decimal three two metres (932.32m);

Thence, North fifty-four degrees forty-nine minutes thirty-two seconds East (N 54°49'32"E) for a distance of two hundred eighty-two decimal four seven metres (282.47m);

Thence, South thirty degrees eight minutes thirty-two seconds East (S 30°08'32"E) for a distance of three hundred decimal four seven metres (300.47m);

Thence, North sixty-two degrees four minutes twenty-five seconds East (N 62°04'25"E) for a distance of one thousand one hundred ten decimal six four two metres (1210.642);

Thence running by land of the aforesaid Ming Minerals Incorporated (Extended License Number 3868) and by land of Ming Minerals Incorporated (Extended License Number 4465), South twenty-seven degrees twenty-six minutes fifty seconds East (S 27°26'50"E) for a distance of four hundred forty-four decimal seven three metres (444.73m);

Thence running by land of the aforesaid Ming Minerals Incorporated (Extended License Number 4465), South thirty degrees thirteen minutes fifty-six seconds East (S 30°13'56"E) for a distance of one hundred sixty-three decimal two seven metres (163.27m);

Thence running by land of the said King Minerals Incorporated (Extended License Number 4465) and by land of Alicia Eaton (Volume 1, Folio 52) now Welladale, South twenty-four degrees fifty-six minutes ten seconds East (S 24°56'10"E) for a distance of three hundred forty-two decimal two five metres (342.25m);

Thence running by land of the aforesaid Alicia Eaton, South fifty-nine degrees fifteen minutes three seconds West (S 59°15'03"W) for a distance of one thousand thirty-four decimal six seven three metres (1034.673m);

Thence, South two degrees fifty-eight minutes sixteen seconds East (S 2°58'16"E) for a distance of ninety-nine decimal seven one metres (99.71m);

Thence, South twenty-seven degrees zero minutes fifty-six seconds East (S 27°00'56"E) for a distance of one hundred sixty-seven decimal six nine metres (167.69m) to the point of commencement and being more particularly shown and delineated on the attached plan.

Reserving, nevertheless, out of the above described piece or parcel of land Route 418, thirty metres wide, as shown on the attached plan.

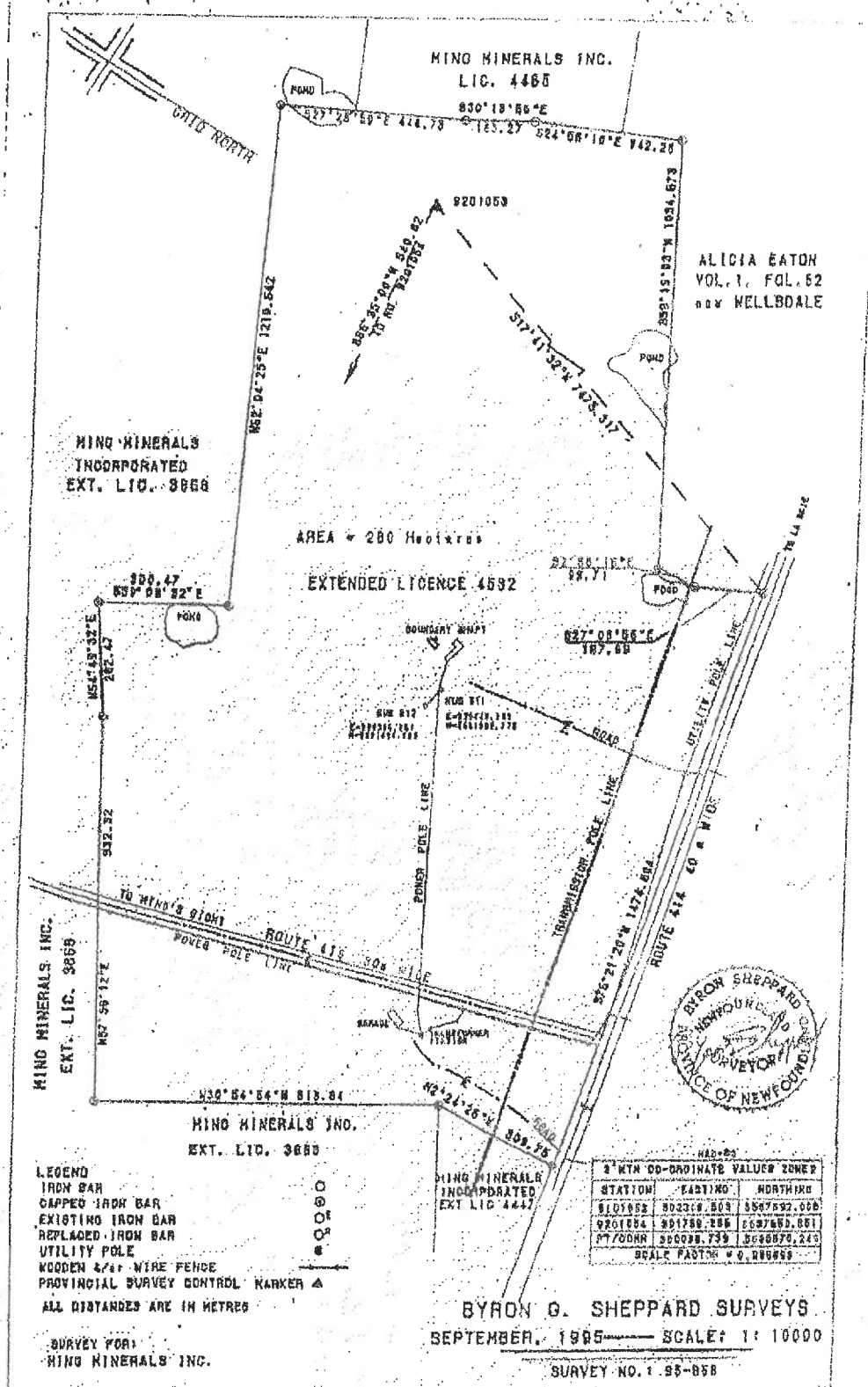
The above described piece or parcel of land contains an area of two hundred eighty hectares (280 ha.), more or less;

All bearings and co-ordinates are referenced to the Central Meridian of fifty-six degrees West Longitude, of the Three Degree Modified Transverse Mercator Projection (Zone 2, NAD-83) and all linear measurements are horizontal ground distances.

King Minerals Incorporated

No. 95-658





All that piece or parcel of land situate and being at Ming's Bight in the Provincial Electoral District of Baie Verte, abutted and bounded as follows, that is to say:

Commencing at a point to the east of Route 418, thirty metres wide, leading off Route 414, said point having co-ordinates of East 565,727.448 metres and North 5,531,214.729 metres and being distant six thousand ninety-three decimal seven two metres (6093.72m) as measured on a bearing of South thirty-four degrees eight minutes nine seconds West (S 34°08'09"W) from Survey Control Monument Number 92G1053;

Thence running by land of 11073 Newfoundland Limited, License 10241M, North sixty-two degrees twelve minutes fifty seconds East (N 62°12'50"E) for a distance of one thousand nine hundred forty-eight decimal eight three metres (1948.83m);

Thence, South twenty-nine degrees thirty-eight minutes fifty-four seconds East (S 29°38'54"E) for a distance of one hundred thirty decimal two one metres (130.21m);

Thence running by land of 11073 Newfoundland Limited, License 8834M, South zero degrees forty minutes zero seconds West (S 0°40'00"W) for a distance of one thousand ten decimal one three metres (1010.13m);

Thence, South eighty-nine degrees fifty-seven minutes two seconds West (S 89°57'02"W) for a distance of five hundred decimal one five metres (500.15m);

Thence, South zero degrees fifty-seven minutes eight seconds East (S 0°57'08"E) for a distance of four hundred thirty-four decimal nine five metres (434.95m);

Thence running by land of Ming Minerals Mining Lease 141L, South sixty-one degrees fourteen minutes thirty seconds West (S 61°14'30"W) for a distance of eight hundred fifty-three decimal four four metres (853.44m);

Thence, North thirty degrees fifty-four minutes forty seconds West (N 30°54'40"W) for a distance of three hundred decimal five one metres (300.51m);

Thence, South fifty-four degrees three minutes thirty-four seconds West (S 54°03'34"W) for a distance of two hundred eighty-two decimal five one metres (282.51m);

Thence, South fifty-seven degrees ten minutes twelve seconds West (S 57°10'12"W) for a distance of nine hundred thirty-one decimal four four metres (931.44m);

Thence, South thirty-one degrees forty-one minutes thirty-four seconds East (S 31°41'34"E) for a distance of eight hundred nine decimal three five metres (809.35m);

Thence running by land of 11073 Newfoundland Limited, License 10241M, South fifty-eight degrees zero minutes eighteen seconds West (S 58°00'18"W) for a distance of eight hundred twenty decimal eight eight metres (820.88m);

Thence, North twenty-two degrees thirty-nine minutes twenty-two seconds West (N 22°39'22"W) for a distance of one thousand two hundred sixty-eight decimal three zero metres (1268.30m);

Thence, North sixty-two degrees fourteen minutes forty-eight seconds East (N 62°14'48"E) for a distance of one thousand one hundred sixty decimal two seven metres (1160.27m);

Thence, North twenty-seven degrees six minutes fourteen seconds West (N 27°06'14"W) for a distance of four hundred eighty-five decimal five four metres (485.54m);

Thence, North fifty-eight degrees six minutes eight seconds East (N 58°06'08"E) for a distance of six hundred sixty-three decimal zero eight metres (663.08m);

Thence, North eleven degrees twenty-eight minutes thirty-six seconds East (N 11°28'36"E) for a distance of one hundred six decimal zero two metres (106.02m) to the point of commencement and being more particularly shown and delineated on the attached plan.

Reserving, nevertheless, out of the above described piece or parcel of land, Route 418, thirty metres wide, as shown on the attached plan.

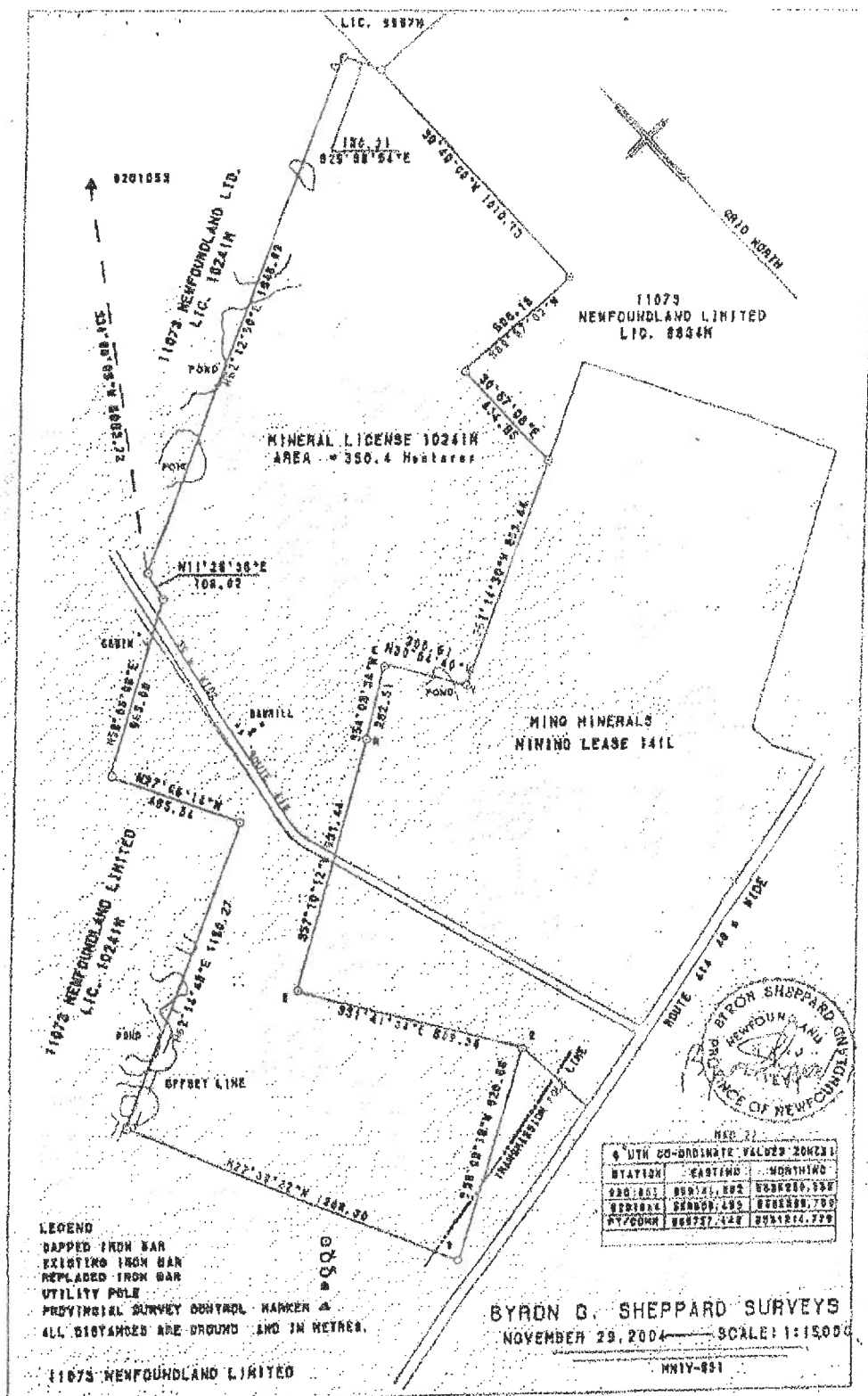
The above described piece or parcel of land contains an area of three hundred fifty decimal four hectares (350.4 Ha.), more or less.

All bearings and co-ordinates are referenced to the Six Degree Universal Transverse Mercator Projection (Zone 21, NAD 27), and all linear measurements are horizontal ground distances.

11073 Newfoundland Limited

No. MMJV-531





All that piece or parcel of land situate and being at the intersection of Route 414 to La Scie and Route 418 to Ming's Blight, in the Newfoundland and Labrador Provincial Electoral District of Bale Verta - Springdale, abutted and bounded as follows, that is to say:

Commencing at a survey marker on the westerly limit of Route 418, thirty metres wide, said point having co-ordinates of East 298,573.700 metres and North 5,531,481.690 metres and being distant seven thousand two hundred forty-six decimal eight four seven metres (7246.847m) as measured on a bearing of South thirty-one degrees one minute twenty seconds West ($S31^{\circ}01'20''W$) from Survey Control Monument Number 02G1053;

Thence following along the westerly limit of the aforesaid Route 418, South fifteen degrees forty minutes twenty-seven seconds East ($S15^{\circ}40'27''E$) for a distance of one thousand two hundred thirty-one decimal five five six metres (1231.556m) to a survey marker;

Thence following along the northerly limit of Route 414, forty metres wide, South seventy-six degrees twenty minutes forty-one seconds West ($S76^{\circ}20'41''W$) for a distance of three hundred eleven decimal six eight zero metres (311.660m) to a survey marker;

Thence running by Mineral Licence D09060M, Gogold Resources Inc., North two degrees twenty-four minutes twenty-five seconds West ($N2^{\circ}24'25''W$) for a distance of three hundred nine decimal seven five one metres (309.751m) to a survey marker;

Thence running by Mining Lease Number 188L, North thirty degrees fifty-four minutes fifty-four seconds West ($N30^{\circ}54'54''W$) for a distance of eight hundred thirteen decimal eight four two metres (813.842m) to a survey marker;

Thence, North fifty-seven degrees fifty-four minutes twenty-nine seconds East ($N57^{\circ}54'29''E$) for a distance of four hundred seventy-three decimal six five five metres (473.655m) to the point of commencement and being more particularly shown and delineated on the attached plan.

The above described piece or parcel of land contains an area of thirty-eight decimal eight zero zero hectares (38.600 Ha.), more or less and is known as Parcel A.

The above described piece or parcel of land being subject to a Transmission Line Easement, twenty metres wide, and a Power Pole Line Easement, nine metres wide, as shown on the attached plan.

Also, All that piece or parcel of land situate and being at the aforesaid intersection, in the Newfoundland and Labrador Provincial Electoral District of Bale Verte - Springdale, abutted and bounded as follows, that is to say:

Commencing at a survey marker on the easterly limit of Route 418, thirty metres wide, said point having co-ordinates of East 298,815.057 metres and North 5,530,735.129 metres and being distant seven thousand seven hundred eighty-four decimal seven four nine metres (7784.749m) as measured on a bearing of South twenty-six degrees thirty-nine minutes fifty seconds West ($S26^{\circ}39'50''W$) from Survey Control Monument Number 92G1053;

Thence running by Mining Lease Number 141L, North sixty-one degrees fourteen minutes forty-three seconds East ($N61^{\circ}14'43''E$) for a distance of three hundred thirty-nine decimal five zero zero metres (339.500m) to a survey marker;

Thence, South four degrees seventeen minutes thirty-one seconds West ($S4^{\circ}17'31''W$) for a distance of three hundred eighty-two decimal four nine nine metres (382.499m) to a survey marker;

Thence, South seventy-five degrees thirty-six minutes twenty-four seconds West ($S75^{\circ}36'24''W$) for a distance of two hundred decimal six nine one metres (200.691m) to a survey marker;

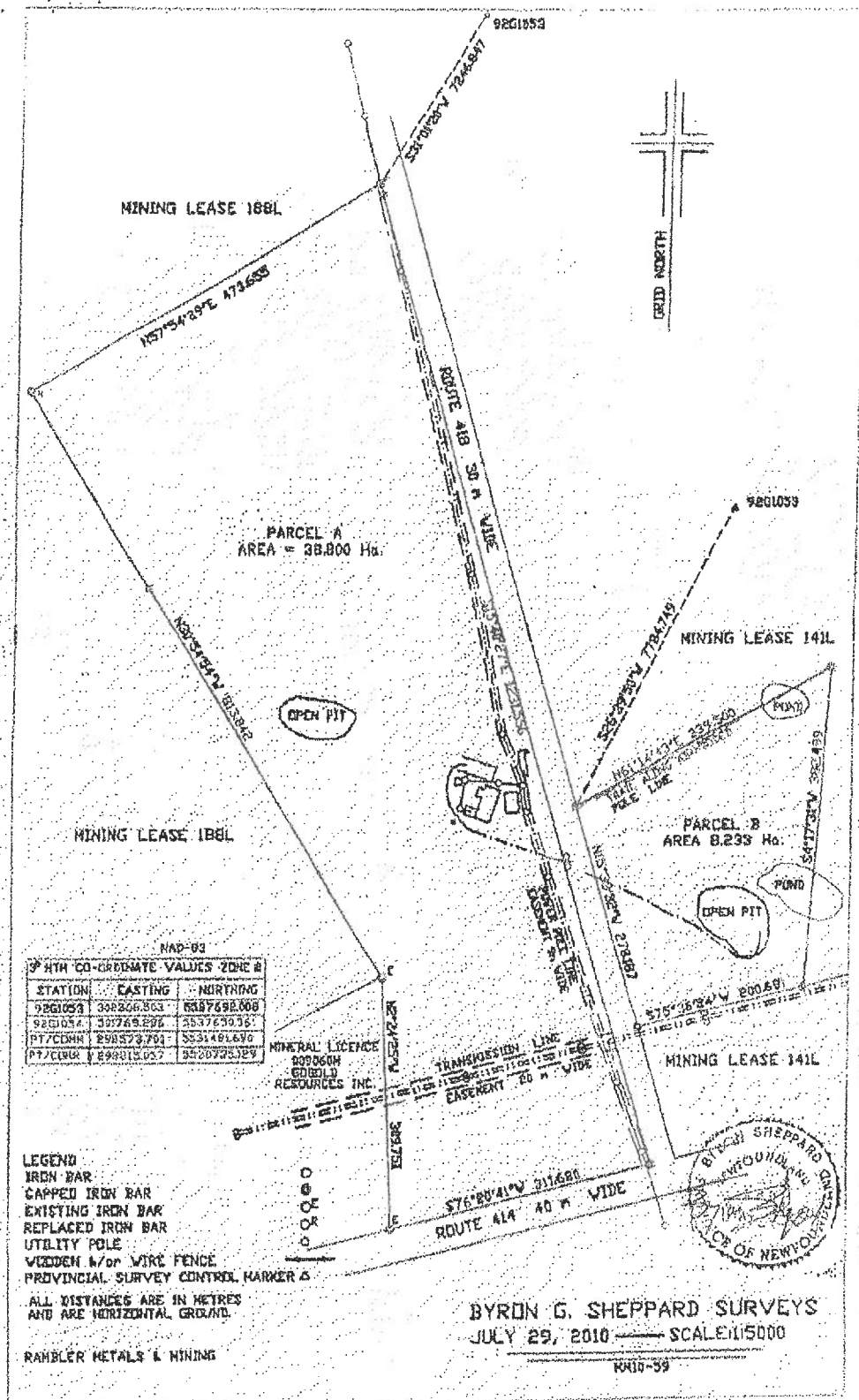
Thence following along the easterly limit of the aforesaid Route 418, North fifteen degrees thirty-three minutes thirty-two seconds West ($N15^{\circ}33'32''W$) for a distance of two hundred seventy-eight decimal one eight seven metres (278.187m) to the point of commencement and being more particularly shown and delineated on the attached plan.

The above described piece or parcel of land contains an area of eight decimal two three three hectares (8.233 Ha.), more or less and is known as Parcel B.

All bearings and co-ordinates are referenced to the Central Meridian of fifty-six degrees West Longitude (Zone 2, NAD-83) of the Three Degree Transverse Mercator Projection, and all linear measurements are horizontal grid distances.

Rambler Metals and Mining Canada Limited
No.: MM10-59
July 29, 2010





Parcel 2010-1

All that piece or parcel of land situate and being at Ming's Hight Road, in the Electoral District of Baie Verte-Springdale, Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

Beginning at a found survey marker located on the westerly limit of Route 418, thirty (30) metres wide, and marking the most northeasterly corner of an existing Surface Lease issued to Rambler Metals and Mining and having coordinates of north 5531485.979 metres and east 298366.395 metres;

Thence running by an existing Surface Lease issued to Rambler Metals and Mining south fifty-seven degrees fifty-nine minutes thirty-five seconds west ($S57^{\circ}59'35''W$) four hundred seventy-three decimal six four zero (473.640) metres, to a found survey marker;

Thence running by Mining Lease 188L issued to Rambler Metals and Mining north thirty degrees twenty-one minutes twenty-one seconds west ($N30^{\circ}21'21''W$) one hundred fifteen decimal seven seven four (115.774) metres, to a survey marker;

Thence continuing by Mining Lease 188L issued to Rambler Metals and Mining north twenty degrees six minutes ten seconds west ($N20^{\circ}06'10''W$) one hundred eighteen decimal three four zero (118.340) metres, to a survey marker;

Thence continuing by Mining Lease 188L issued to Rambler Metals and Mining north forty-three degrees seventeen minutes thirty-four seconds west ($N43^{\circ}17'34''W$) sixty decimal four zero two (60.402) metres, to a survey marker;

Thence continuing by Mining Lease 188L issued to Rambler Metals and Mining north sixty-five degrees eighteen minutes thirteen seconds west ($N65^{\circ}18'13''W$) thirty-five decimal two seven seven (35.277) metres, to a survey marker;

And thence continuing by Mining Lease 188L issued to Rambler Metals and Mining north forty-three degrees forty-nine minutes eleven seconds west ($N43^{\circ}49'11''W$) seventy-nine decimal nine seven nine (79.979) metres, to a survey marker;

Thence running by Crown Land north sixty-three degrees five minutes twenty-six seconds east ($N63^{\circ}05'26''E$) five hundred sixty-five decimal one three seven (565.137) metres, to a found survey marker;

Page 2

And thence continuing by Crown Land north twenty-six minutes fifteen minutes twenty-three seconds west ($N26^{\circ}15'23''W$) four hundred eighty-five decimal five one nine (485.519) metres, to a found survey marker;

Thence running by Crown land and by Crown Land applied for by Harvey Jenkins in Application No. 129327 north fifty-eight degrees fifty-six minutes forty-two seconds east ($N58^{\circ}56'42''E$) five hundred fifty-eight decimal eight one two (558.812) metres, to a survey marker;

Thence running along the westerly limit of Route 418, thirty (30) metres wide, south eleven degrees forty minutes fourteen seconds west ($S11^{\circ}40'14''W$) eight hundred sixteen decimal nine eight two (816.982) metres, to a survey marker;

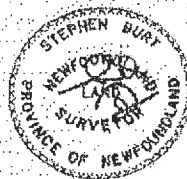
Thence continuing one hundred eighty-two decimal nine four three (182.943) metres, more or less, along the said westerly limit of Route 418, thirty (30) metres wide, the said limit being the arc of a circular curve having a radius of three hundred eighty-four decimal three six nine (384.369) metres, to a survey marker which bears south one degree fifty-seven minutes fifty-two seconds east ($S1^{\circ}57'52''E$) one hundred eighty-one decimal two two one (181.221) metres, from the preceding point;

And thence continuing along the said westerly limit of Route 418, thirty (30) metres wide, south fifteen degrees thirty-five minutes fifty-eight seconds east ($S15^{\circ}35'58''E$) seventy-seven decimal five one five (77.515) metres, more or less, to the point of beginning.

The above described parcel of land being subject to a Utility Easement, fifteen (15) metres wide, which extends across the easterly side of the said Property.

Containing an area of thirty-seven decimal seven two three (37.723) hectares, more or less, and being more particularly shown as Parcel 2010-1 on the diagram annexed hereto;

All bearings being referred to the meridian of fifty-six degrees west longitude of the Modified Three Degree Transverse Mercator Projection, Zone 2, (NAD 83), and all distances shown being grid distances.



December 30, 2010.

Parcel 2010-2

All that piece or parcel of land situate and being at Ming's Bight Road, in the Electoral District of Bale Verte-Springdale, Province of Newfoundland and Labrador, abutted and bounded as follows, that is to say:

Beginning at a found survey marker located on the easterly limit of Route 418, thirty (30) metres wide, and having coordinates of north 5530307.079 metres and east 298926.687 metres;

Thence running along the said easterly limit of Route 418, thirty (30) metres wide, north fifteen degrees thirty-two minutes forty-eight seconds west ($N15^{\circ}32'48''W$) one hundred seventy decimal three seven three (170.373) metres, to a found survey marker;

Thence running by an existing surface lease issued to Rambler Metals and Mining north seventy-five degrees forty-one minutes thirty-four seconds east ($N75^{\circ}41'34''E$) two hundred decimal six four four (200.644) metres, to a found survey marker;

Thence continuing by an existing surface lease issued to Rambler Metals and Mining north four degrees twenty-two minutes twenty seconds east ($N4^{\circ}22'20''E$) three hundred eighty-two decimal four eight five (382.485) metres, to a found survey marker;

And thence continuing by an existing surface lease issued to Rambler Metals and Mining south sixty-one degrees eighteen minutes forty-six seconds west ($S61^{\circ}18'46''W$) three hundred thirty-nine decimal four seven five (339.475) metres, to a found survey marker;

Thence running along the easterly limit of Route 418, thirty (30) metres wide, north fifteen degrees thirty-eight minutes fifty-four seconds west ($N15^{\circ}38'54''W$) eight hundred sixty-one decimal four one eight (861.418) metres, to a survey marker;

Thence continuing one hundred sixty-eight decimal six six four (168.664) metres, more or less, along the said easterly limit of Route 418, thirty (30) metres wide, the said limit being the arc of a circular curve having a radius of three hundred fifty-four decimal three six nine (354.369) metres, to a survey marker which bears north one degree fifty-seven minutes fifty-two seconds west ($N1^{\circ}57'52''W$) one hundred sixty-seven decimal zero seven six (167.076) metres, from the preceding point;

And thence continuing along the said easterly limit of Route 418, thirty (30) metres wide, north eleven degrees forty minutes fourteen seconds east ($N11^{\circ}40'14''E$) eight hundred forty-four decimal six nine one (844.691) metres, to a survey marker;

Thence running by Crown Land north fifty-eight degrees fifty-six minutes forty-two seconds east ($N58^{\circ}56'42''E$) sixty-three decimal three five nine (63.359) metres, to a found survey marker;

Thence running by Mining Lease 188L issued to Rambler Metals and Mining south twenty-nine degrees four minutes forty-seven seconds east ($S29^{\circ}04'47''E$) eight hundred six decimal two two eight (806.228) metres, to a found survey marker,

And thence continuing by Mining Lease 188L issued to Rambler Metals and Mining south thirty degrees five minutes zero seconds east ($S30^{\circ}05'00''E$) three hundred decimal four seven four (300.474) metres, to a found survey marker;

Thence running by Mining Lease 141L issued to Rambler Metals and Mining south thirty-seven degrees three minutes nine seconds east ($S37^{\circ}03'09''E$) one thousand thirteen decimal seven four four (1013.744) metres, to a found survey marker;

Thence running by Crown Land south two degrees fifty-seven minutes thirty-eight seconds east ($S2^{\circ}57'38''E$) ninety-nine decimal seven five one (99.751) metres, to a found survey marker,

And thence continuing by Crown Land south twenty-seven degrees eight minutes seventeen seconds east ($S27^{\circ}08'17''E$) one hundred sixty-six decimal six six one (166.661) metres, to a found survey marker;

Thence running along the northerly limit of Route 414, forty (40) metres wide, south seventy-six degrees twenty-two minutes forty-six seconds west ($S76^{\circ}22'46''W$) one thousand one hundred thirty-three decimal five one six (1133.516) metres, more or less, to the point of beginning.

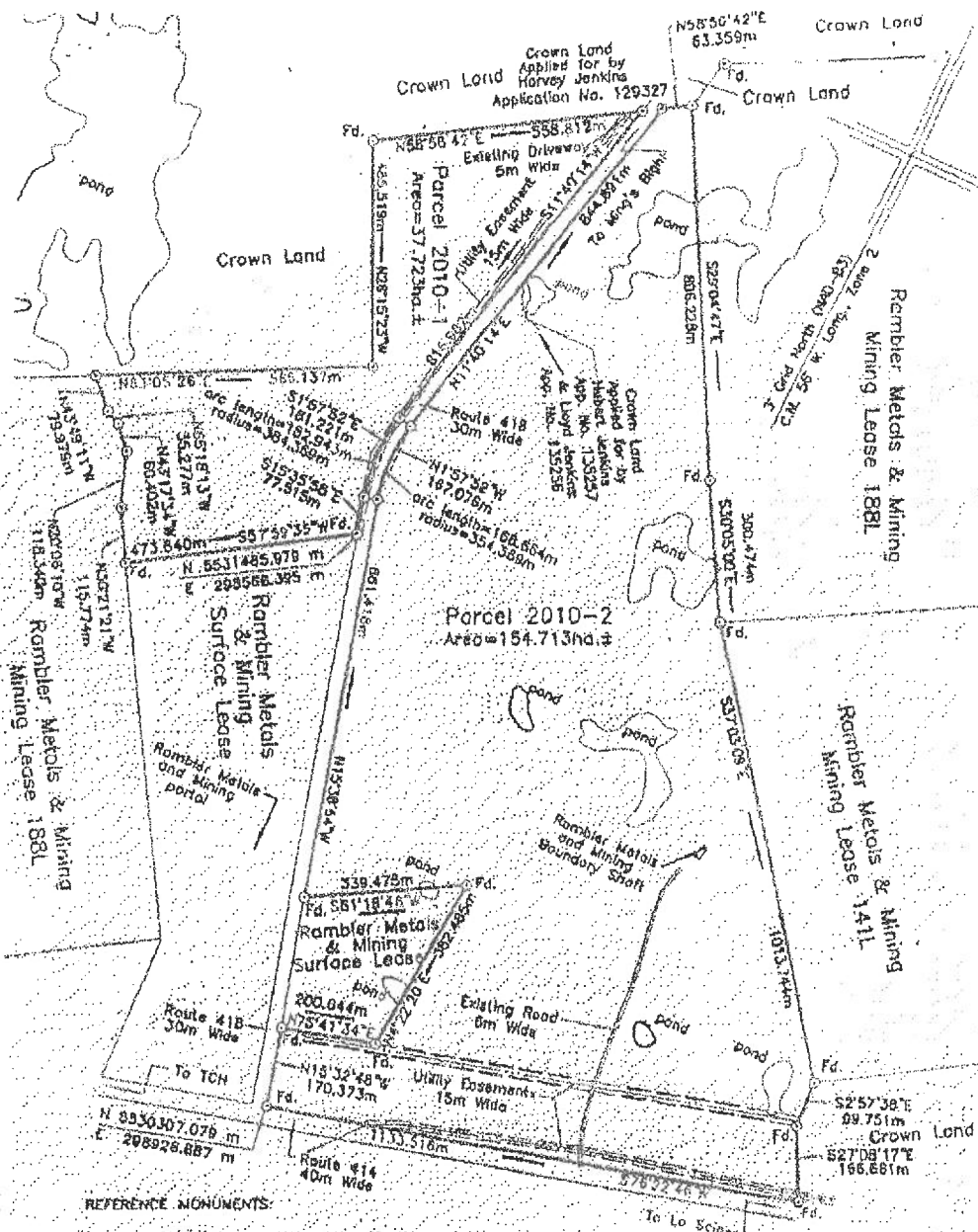
The above described parcel of land being subject to Utility Easements, fifteen (15) metres wide, which extends across the southerly side of the said Property.

Containing an area of one hundred fifty-four decimal seven one three (154.713) hectares, more or less, and being more particularly shown as Parcel 2010-2 on the diagram annexed hereto;

All bearings being referred to the meridian of fifty-six degrees west longitude of the Modified Three Degree Transverse Mercator Projection, Zone 2, (NAD 83), and all distances shown being grid distances.

December 30, 2010.





REFERENCE MONUMENTS:

Mon. No. 0201093	Mon. No. 0201054
N 58°37'02.008" W	N 65°37'05.361" W
E 302°308.503" W	E 301°789.288" W
SF = 0.0098823	SF = 0.0098899

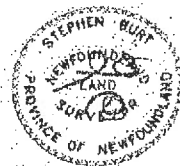
LEGEND:

○ - Iron Bar
 ⊙ - Capped Iron Bar
 Fd. - Found
 * - Pole

NOTE: ALL DISTANCES ARE GRID DISTANCES.

DATE: DECEMBER 30, 2010

RAMBLER METALS & MINING
 SURFACE LEASE
 KING'S BIGHT ROAD, NL



SCALE: 1 : 10000

2023 01G No. 0664
IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION

BETWEEN: **TIM MCDOWELL EQUIPMENT LTD.**

PLAINTIFF

AND: HANCON CONSTRUCTION CO. LTD. FIRST DEFENDANT

**AND: RAMBLER METALS AND MINING
CANADA LIMITED**

SECOND DEFENDANT

STATEMENT OF CLAIM

1. At all times material to this action the Plaintiff, Tim McDowell Equipment Ltd. ("McDowell"), was a body corporate, duly incorporated and registered pursuant to the laws of Ontario, with its address for service in Newfoundland and Labrador at c/o Curtis Dawe, 11th Floor, 139 Water Street, St. John's, Newfoundland and Labrador, A1C 5J9.
2. The First Defendant, Hancon Construction Co. Ltd. ("Hancon"), was at all times material to this action a corporation, duly incorporated and registered pursuant to the laws of Ontario with address for service in Newfoundland and Labrador at c/o Benson Buffett PLC Inc., Suite 900, Atlantic Place, 215 Water Street, P.O. Box 1538, St. John's, NL, A1C 5N8.
3. The Second Defendant, Rambler Metals and Mining Canada Limited ("Rambler"), was at all times material to this action a corporation, duly incorporated and registered pursuant to the laws of Newfoundland and Labrador with registered office at Route 418, Ming's Bight Road, Ming's Bight, Newfoundland and Labrador, A0K 3S0 and mailing address at P.O. Box 610, Baie Verte, Newfoundland and Labrador, A0K 1B0.

Filed	Feb. 31 23	10
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4. In or around January, 2022, McDowell entered into a contract with Hancon for supply of rental equipment and materials for use on a mining operation on land owned by Rambler (“contract”).
5. The equipment and materials were provided by McDowell pursuant to the contract to the Rambler mine site (“project site”) from in or around January, 2022 to on or around November 5, 2022.
6. McDowell has a lien claim for unpaid amounts for equipment provided. The amount owing for the equipment used on the project site for which the claim for lien arises is the total outstanding balance due and payable for invoices submitted by McDowell to Hancon for payment pursuant to the contract in the amount of **\$286,717.13**.
7. McDowell caused to be issued out of the Mechanics Lien Registry at the Registry of Deeds in and for the Province of Newfoundland and Labrador, Claim for Lien dated November 26, 2022, registered on December 2, 2022 bearing registration number 20232. The amount owing on the Claim for Lien is \$286,717.13.
8. McDowell pleads and relies upon the *Mechanics Lien Act*, R.S.N.L 1996, c. M-3 and amendments thereto.
9. The land upon which the equipment and materials were placed or provided is all those pieces or parcels of land located at the intersection of route 414 and 418, Baie Verte-White Bay, Ming’s Bight, Baie Verte; Intersection of Route 414 La Scie and Route 418 Baie Verte-Springdale; Parcel 2010-1 Ming’s Bight Road, Baie Verte-Springdale; Parcel 2010-2 Ming’s Bight Road, Baie Verte-Springdale, as described in the Claim for Lien.

10. McDowell repeats the foregoing and respectfully requests that this Honourable Court order an expedited trial pursuant to the Mechanics Lien Act (supra) and an order for payment of **\$286,717.13** plus interest and such sums as may be due as of the date of trial and costs and such other and further relief as this Honourable Court deems mete and just.

All of which is respectfully submitted.

DATED at St. John's, in the Province of Newfoundland and Labrador this 1st day of February, 2023.

ISSUED AT St. John's in the
Province of Newfoundland and Labrador,
this 3rd day of Feb., A.D., 2023.
[Signature]
Court Officer

[Signature]
DANIEL M. GLOVER
Curtis Dawe
Solicitors for the Plaintiff
Whose address for service is:
11th Floor, 139 Water Street
P.O. Box 337
St. John's, NL A1C 5J9

TO: The First Defendant
Hanco Construction Co. Ltd.
c/o Benson Buffett PLC Inc.
Suite 900, Atlantic Place
215 Water Street
P.O. Box 1538
St. John's, NL A1C 5N8

AND TO: The Second Defendant
Rambler Metals and Mining Canada Limited
P.O. Box 610
Baie Verte, NL
A0K 1B0

AND TO: The Registrar
Supreme Court of Newfoundland and Labrador
General Division
Duckworth Street
St. John's, NL

ENDORSEMENT

RECEIVED on _____, the _____ day of _____, 2023

This Statement of Claim and attached Notice of Defendant was served by me on the
Defendant at _____ on _____, the _____ day
of _____, 2023 before the hour of _____ in the _____ noon.

ENDORSED on _____ the _____ day of _____, 2023.

2023 01G No. 01664

IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
GENERAL DIVISION

BETWEEN: **TIM MCDOWELL EQUIPMENT LTD.**

PLAINTIFF

AND: **HANCON CONSTRUCTION CO. LTD.**

FIRST DEFENDANT

AND: **RAMBLER METALS AND MINING
CANADA LIMITED**

SECOND DEFENDANT

NOTICE TO DEFENDANTS

You are hereby notified that the Plaintiff may enter judgement in accordance with the Statement of Claim or such order as, according to the practice of the Court, the Plaintiff is entitled to, without any further notice to you unless within ten (10) days, after service hereof upon you, you cause to be filed in the Registry of the Supreme Court of Newfoundland at St. John's, a Defence and unless within the same time a copy of your Defence is served upon the Plaintiff or the Plaintiff's solicitor at the Plaintiff's solicitor's stated address for service.

Provided that if the claim is for a debt or other liquidated demand and you pay the amount claimed in the Statement of Claim and the sum of (or such sum as may be allowed on taxation) for costs to the Plaintiff or the Plaintiff's solicitor within ten (10) days from the service of this notice upon you, then this proceeding will be stayed.

TO: The First Defendant
Hancon Construction Co. Ltd.
c/o Benson Buffett PLC Inc.
Suite 900, Atlantic Place
215 Water Street
P.O. Box 1538
St. John's, NL A1C 5N8

AND TO: The Second Defendant
Rambler Metals and Mining Canada Limited
P.O. Box 610
Baie Verte, NL
A0K 1B0

21 Thomson Road
Skead, ON P0M 2Y0
Canada

Packing Slip No.:	201901333
Date:	May 06, 2021
Page:	1

Sold to:	Ship to:
RAMBLER METALS AND MINING CANADA L' P.O. Box 610 Baie Verte, NL A0K 1B0	RAMBLER METALS AND MINING CANADA LTD Route # 418 Ming's Bight Road NL, A0K 3S0
Order No.:	Sold By: MCDOWELL, BENJAMIN
Shipped By:	Ship Date: June 22, 2021
Tracking No.:	Shipped by Dalren

Item No.	Unit	Description	Quantity
		CAT R1600G SN 9YZ00638 T10-53 FULLY SERVICED CERTIFIED FIRE SUPPRESSION EROPS	
		Rick Duliban  365 999 4875	22/06/21
Comment: ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL			

TIM MCDOWELL EQUIPMENT LTD.

21 Thomson Road
Skead, ON P0M 2Y0
Canada

Packing Slip

Packing Slip No.:

201901332

Date:

May 06, 2021

Page:

1

Sold to:	Ship to:
RAMBLER METALS AND MINING CANADA L' P.O. Box 610 Baie Verte, NL A0K 1B0	RAMBLER METALS AND MINING CANADA LTD Route # 418 Ming's Bight Road NL, A0K 3S0
Order No.:	Sold By: MCDOWELL, BENJAMIN
Shipped By:	Ship Date: June 23, 2021
Tracking No.:	Shipped by Dalren

Item No.	Unit	Description	Quantity
		KES SL 4500 SCISSOR LIFT SN:028 T40-38 FULLY SERVICED CERTIFIED FIRE SUPPRESSION OROPS	

Comment: ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD
UNTIL PAID IN FULL

[Signature] 24/06/21

TIM MCDOWELL EQUIPMENT LTD.

21 Thomson Road
Skead, ON P0M 2Y0
Canada

Packing Slip

Packing Slip No.:

201901332

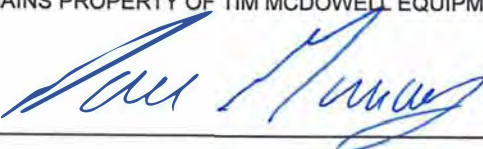
Date:

May 06, 2021

Page:

1

Sold to: RAMBLER METALS AND MINING CANADA L P.O. Box 610 Baie Verte, NL A0K 1B0	Ship to: RAMBLER METALS AND MINING CANADA LTD Route # 418 Ming's Bight Road NL, A0K 3S0
Order No.:	Sold By: MCDOWELL, BENJAMIN
Shipped By:	Ship Date: <u>June 12, 2021</u>
Tracking No.:	Shipped by Dalren

Item No.	Unit	Description	Quantity
		TOYOTA LANDCRUSIER T80-55 FULLY SERVICED	
Comment: ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL  13/06/21			

Tim McDowell Equipment Ltd.
2870 White Street, Val Caron, ON P3N 1B2
1-866-969-4182 ben@mcdowellequipment.com

Agreement of Lease made at above location by and between Tim McDowell Equipment Ltd. ("LESSOR")

Date: 2022-01-11

Sales Representative: BM

CUSTOMER ("LESSEE") DETAILS

Company Name: Hancon Construction Co Ltd

Company Address: 203 Malette Crescent Timmins Ontario P4P1C4

Office Phone Number: 705-406-6159

Customer Purchase Order: Mike Kernick

Customer Pick-up/Return (Y/N): Y

RENTAL DETAILS

On-site Contact Name and Number: Mike Kernick-705-406-6159

Rental Property Location: Ming Mine- Rambler Metals and Mining Newfound Land

Rental Period Begins: Upon shipment

Qty	Equipment Description (Year, Make, Model, S/N)	Unit Number	Rental Rates		
			Daily	Weekly	Monthly
1	2018 CAT R1600G SN: CAT00R1600G9YZ0638	T10-53			\$35,400
1	2021 KES Scissor Lift SN: 028	T40-38			\$15,000
1	Toyota Landcruiser	T80-55			\$7000
1	Toyota Landcruiser	C00206			\$7000

CONDITIONS & SPECIAL INSTRUCTIONS

UNIT DESCRIPTION

Hours out: R1600G/KES SL- 10 hours

Insurance value: Toyota- \$100,000 each/ KES Scissor lift- \$350,000/ CAT R1600G- \$950,000 Total: \$1,500,000

Customer Initial

RENTAL TERMS OF RENTAL AGREEMENT TIM MCDOWELL EQUIPMENT LTD

GENERAL CONDITIONS

1. THE RENTAL PERIOD

The Rental Period shall cover all time consumed in transporting the equipment including the date of legal delivery to a public carrier to the Lessee, and upon return of the equipment including the date of legal delivery by such carrier to the Lessor, or if no public carrier is used, shall include the date upon which transit to the Lessee begins and the date upon which transit from the Lessee ends at the Lessor's unloading point; providing, however, that when the equipment moves from one Lessee to another the rental period of the first shall not overlap that of the second.

2. CALCULATION OF RENTAL CHARGES

- (a) MONTHLY RENTAL RATES are for a minimum period of one-month (28 days); computed from the date of commencement of the rental period up to but not including the same day of the week 4 weeks later and shall apply when the number of hours the equipment is operated in any one-month (4 weeks) does not exceed 176 (one seventy-six) hours.
- (b) WEEKLY RENTAL RATES are for a consecutive period of one-week (7 days), from the day of commencement of the rental period up to but not including the same day in the following week and shall apply when the number of hours the equipment is operated in any one week does not exceed 40 (forty) hours. Weekly rates are charged at 1/3 the price of Monthly rates
- (c) DAILY RENTAL RATES are for a consecutive period of twenty-four hours or less in which the number of hours the equipment is operated shall not exceed 8 (eight) hours. Daily rates are charged ¼ the price of weekly rates
- (d) OVERTIME CHARGES Where equipment is operated in excess of the above stated hourly maxima, such excess shall be charged at: 1/176th of the monthly rental rate for each hour worked in excess of the 176 worked in any 28 consecutive day period; 1/40th of the weekly rate for each hour in excess of 40 worked in any one weekly period; 1/8th of the daily rate for each hour worked in excess of 8 hours in any one day.
- (e) After the minimum monthly or weekly rental period has expired, the rental payable for a fraction of any succeeding period shall be the proportionate part of the applicable rental rate according to the number of calendar days in such fraction.
- (f) Rental rates shall not be subject to any deduction for any non-working time during the rental period, nor because the Lessee returns the equipment to the Lessor before the expiration of such period.

3. PAYMENT

Rentals payable under this Agreement shall be paid immediately on receipt of invoice, and in any case same shall be payable in advance at the address of the Lessor. The rental is payable before delivery of the equipment to the Lessee or his (its) agent or carrier. Overdue payments shall bear interest at the rate of twenty-four percent per annum but the acceptance of this interest shall not waive the Lessor's right hereinafter stipulated to terminate this Agreement.

4. LOADING, UNLOADING AND TRANSPORTATION

- (a) The Lessor, at its own expense, shall load the equipment for transit to the Lessee and unload it upon return, and shall pay all demurrage charges accruing at its own shipping or receiving point.
- (b) The Lessee, at his (its) own expense, shall do all other loading, unloading, installing, dismantling, and hauling, and shall pay all demurrage charges accruing at its own shipping or receiving points.
- (c) The Lessee shall pay all transportation charges from and to the Lessor's shipping and receiving points.
- (d) If shipping instructions are not furnished by the Lessee, the Lessor may ship the equipment in accordance with its own judgment.

5. MAINTENANCE, OPERATION, AND REPAIRS

The Lessee shall not remove, alter, disfigure, or cover up any numbering, letter, or insignia displayed upon the equipment, and shall ensure that the equipment is not subjected to careless or needlessly rough usage, and shall at the Lessee's own expense maintain and ultimately return to the Lessor the equipment and its appurtenances in good repair and operating condition. Without limiting the generality of the foregoing, the Lessee shall, at the Lessee's own expense, during the term of this lease pay the cost of:

- (a) all fuel, oil, and lubricants required to operate the equipment.
- (b) all repairs, and replacement parts including labour charges, required to be made to the equipment in order to keep it in good repair and running order.

6. RUBBER TIRED MACHINERY

Tire wear and the cost of repairs of cuts and punctures is to the Lessee's account and shall be payable to the Lessor on demand. Tire wear shall be determined by the percentage of wear incurred during the rental period as fixed by independent appraisal to be obtained promptly by the Lessor following termination of the rental period.

7. DAMAGE TO EQUIPMENT

The Lessee agrees to indemnify the Lessor against all loss and damage to the equipment hereby leased, during the rental period, based on the value of such equipment stated in the Details of Equipment. The Lessor shall give notice to the Lessee as soon as possible of any claim of the Lessor under this paragraph.

8. SMOKING IN OR AROUND EQUIPMENT

Smoking of any kind in or within 3 meters of proximity to rented equipment is strictly prohibited. A cleaning fee of \$1,000 will automatically be charged should the equipment have the smell of smoke, or physical evidence of smoking, including but not limited to scent, ashes, butts, etc. be found within the equipment

9. LIABILITY OF THE LESSEE

The Lessee shall indemnify the Lessor against all loss, expenses, penalties, damages, condemnations, and law costs which the Lessor may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the equipment by or whilst in the hands of the Lessee or the latter's employees, agents or carriers. The Lessee hereby renounces all claims which he (it) may have against the Lessor for any loss or damage which he may suffer either direct or indirectly, by reason of the condition of the equipment or its suitability for the work it may be required to perform.

10. INSPECTION

- (a) Before the equipment is loaded for transit to the Lessee, the Lessee may require an inspection thereof made by a competent authority, and if the equipment is proven not to be substantially in the condition required by this Lease, the cost of the inspection shall be paid by the Lessor.
- (b) If the Lessee fails to have such an inspection made, the equipment shall be presumed for all purposes hereof to be in good condition and running order when delivered to the Lessee or his agent.
- (c) The Lessor shall have the right at any time to enter upon the premises or place where the equipment is located and shall be given free access thereto and afforded all necessary facilities for the purpose of inspecting the equipment.

11. TITLE

Title to the equipment shall at all times remain in the Lessor and nothing contained in this Lease shall be deemed to have the effect of conferring upon the Lessee any right or title whatsoever in or to the equipment, other than that of a Lessee. The Lessee shall give the Lessor immediate notice in case any of the equipment is levied upon, or from any cause becomes liable to seizure.

12. TERMINATION OF THIS AGREEMENT

Should the Lessee fail to make any payment when it becomes due, or become bankrupt, or overload the equipment, or tax it beyond its capacity, or fail to maintain and operate or to return the equipment as provided by the Agreement or violate any other provision hereof, the Lessor may in its option terminate this agreement without notice to the Lessee, retake possession of the equipment without becoming liable for trespass, and recover all rentals due and full damages for any injury to, and all expenses incurred in retaking possession of the equipment.

13. INSURANCE

The Lessee shall at his (its) own expense maintain liability, theft, fire and any other insurance required to indemnify the Lessor against any loss to or of the equipment. This insurance shall be kept in effect from the time the equipment is shipped by the Lessor until it is returned to the Lessor or delivered to another Lessee of the Lessor.

- (a) Tim McDowell Equipment Ltd being shown as additional insured and certificate holder
- (b) The certificate will have to show contractors equipment All risk or Broad form coverage including coverage while equipment used underground and Ice

Customer agrees to return unit(s) in same condition prior to rental. It is understood and agreed that the terms & conditions on the reverse side hereof constitute and form part of this agreement and the Lessee acknowledges that he has read and understands said terms and conditions & acknowledges receipt of good listed above.

Muskeg and Subsidence included

(c) The certificates under the property limits MUST have the following coverage mentioned.

- Underground coverage included.
- Ice, Muskeg and Subsidence Included

(d) The certificate has to list equipment being rented and a value for such equipment determined by us (Tim McDowell Equipment)

(e) The certificate should state where you see Terms and or additional coverage, Tim McDowell equipment Ltd should be listed as additional insured as follows; *It is hereby understood and agreed that **Tim McDowell Equipment Ltd** is added as Additional Insured(s) to the above-referenced Commercial General Liability policy, but only with respect to the Additional Insured's vicarious liability arising out of the operations of the Named Insured. Additional Insured(s) are not added to any form of Automobile Insurance in Canada or USA.*

14. BOND

If requested by the Lessor, the Lessee at his (its) own expense, shall furnish a bond in form satisfactory to the Lessor in the amount of the value of the equipment as shown in the Details of Equipment to insure fulfilment of this agreement.

15. SUB-LETTING AND ASSIGNMENT

The Lessee shall not be entitled to sublet or assign any of his (its) rights under this Lease or in or to any of the equipment hereby leased without the written consent of the Lessor previously obtained, but the Lessor shall be entitled to assign his (its) rights hereunder or in and to any of the equipment hereby leased subject to the observance by the assignee of all the obligations of the Lessor hereunder.

16. ARBITRATION

Should any dispute arise between the parties on any matter arising out of this agreement it shall be referred to a single arbitrator. If the parties fail to agree on the selection of the arbitrator, each party shall forthwith appoint his own arbitrator and these two shall elect a third arbitrator. Should the first two arbitrators fail to agree on the third arbitrator, the latter shall be appointed by a Judge of the Supreme Court of a Superior Court of the Province in which the Lessor is domiciled on application of either party.

17. NOTICE

Any notice to be given by one party hereto to the other shall be in writing and mailed by prepaid registered post to the other party at the address shown in this Agreement, and such notice shall be deemed to have been received by the addressee on the juridical day next following that on which same has been so mailed.

18. LIENS

The Lessee shall not at any time suffer or permit any charge or lien, whether possessively or otherwise, to exist against the equipment, and shall keep the equipment free from all taxes, (including Municipal taxes whether assessed in the name of the Lessor or Lessee) liens and encumbrances. If the Lessee fails after demand of the Lessor, to pay off any such lien charge or encumbrance, the Lessor may pay the same and recover the amount of any such payment, with interest at 25% per annum from the Lessee on demand.

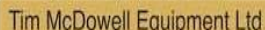
I HAVE READ AND AGREE TO THE RENTAL GENERAL CONDITIONS



SIGNATURE

January 11, 2022

DATE



www.mcdowellequipment.com

Invoice No.:	201902625
Date:	Jul 13, 2022
PO Number	
Terms:	Terms: Net 30. Due Aug 12, 2022.
Sales Rep	MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

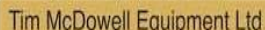
203 Malette Crescent
Timmins, ON P4P 1C4

[illegible]

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



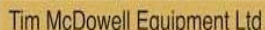
www.mcdowellequipment.com

Invoice No.:	201902626
Date:	Jul 13, 2022
PO Number	
Terms:	Terms: Net 30. Due Aug 12, 2022.
Sales Rep	MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



www.mcdowellequipment.com

Invoice No.:	201902627
Date:	Jul 13, 2022
PO Number	
Terms:	Terms: Net 30. Due Aug 12, 2022.
Sales Rep	MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201902628
Date: Jul 13, 2022
PO Number
Terms: Terms: Net 30. Due Aug 12, 2022.
Sales Rep: MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
			Toyota Bissett#366 T80-55 FULLY SERVICED CERTIFIED FIRE SUPPRESSION ROPS/FOPS LEVEL 2 Rental Period: July 13, 2022 to Aug 9, 2022 Subtotal: H - HST @ 13% HST	H		5,800.00 5,800.00 754.00
SOLD AS IS WHERE IS						
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	6,554.00
					Amount Paid	0.00
					Amount Owing	6,554.00

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

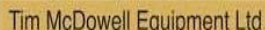
Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



www.mcdowellequipment.com

Invoice No.:	201902713
Date:	Aug 10, 2022
PO Number	
Terms:	Terms: Net 30. Due Sep 09, 2022.
Sales Rep	MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

203 Malette Cresnet
Timmins, ON P4P 1C4

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
C00206		Each	TOYOTA LAND CRUISER C00206 FULLY SERVICED CERTIFIED FIRE SUPPRESSION ROPS/FOPS LEVEL 2 Rental Period: Aug 10, 2022 to Sep 6, 2022 Subtotal:	H		5,800.00 5,800.00
			H - HST @ 13% HST			754.00
SOLD AS IS WHERE IS						
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	6,554.00
					Amount Paid	0.00
					Amount Owing	6,554.00

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

Tim McDowell Equipment Ltd

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201902715
Date: Aug 10, 2022
PO Number
Terms: Terms: Net 30. Due Sep 09, 2022.
Sales Rep: MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Crescent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Crescent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
	1		KES SL 4500 SCISSOR LIFT SN:028 T40-38 FULLY SERVICED CERTIFIED FIRE SUPPRESSION OOPS Rental Period: Aug 10, 2022 to Sep 6, 2022 Subtotal: H - HST @ 13% HST	H	12,500.00	12,500.00
						12,500.00
						1,625.00
			SOLD AS IS WHERE IS			
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	14,125.00
					Amount Paid	0.00
					Amount Owing	14,125.00

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

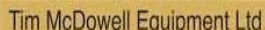
Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



www.mcdowellequipment.com

Invoice No.: 201902716
Date: Aug 10, 2022
PO Number
Terms: Terms: Net 30. Due Sep 09, 2022.
Sales Rep MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

203 Malette Cresnet
Timmins, ON P4P 1C4

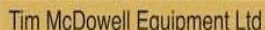
Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount				
			Toyota Bissett#366 T80-55 FULLY SERVICED CERTIFIED FIRE SUPPRESSION ROPS/FOPS LEVEL 2 Rental Period: Aug 10, 2022 to Sep 6, 2022 Subtotal:	H		5,800.00				
			H - HST @ 13%			754.00				
			HST							
			SOLD AS IS WHERE IS							
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	6,554.00				
									Amount Paid	0.00
									Amount Owing	6,554.00

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

Tim McDowell Equipment Ltd

Submit EFT/Wire transfer remittance advice to:
accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



www.mcdowellequipment.com

Invoice No.:	201902809
Date:	Sep 07, 2022
PO Number	
Terms:	Terms: Net 30. Due Oct 07, 2022.
Sales Rep	MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

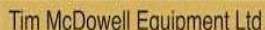
203 Malette Cresnet
Timmins, ON P4P 1C4

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
C00206		Each	TOYOTA LAND CRUISER C00206 FULLY SERVICED CERTIFIED FIRE SUPPRESSION ROPS/FOPS LEVEL 2 Rental Period: Sep 7, 2022 to Oct 4, 2022 Subtotal: H - HST @ 13% HST	H		5,800.00 5,800.00 754.00
SOLD AS IS WHERE IS						
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	6,554.00
					Amount Paid	0.00
					Amount Owing	6,554.00

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



www.mcdowellequipment.com

Invoice No.:	201902810
Date:	Sep 07, 2022
PO Number	
Terms:	Terms: Net 30. Due Oct 07, 2022.
Sales Rep	MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

203 Malette Cresnet
Timmins, ON P4P 1C4

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
	1		KES SL 4500 SCISSOR LIFT SN:028 T40-38 FULLY SERVICED CERTIFIED FIRE SUPPRESSION OOPS Rental Period: Sep 7, 2022 to Oct 4, 2022 Subtotal: H - HST @ 13% HST SOLD AS IS WHERE IS	H	12,500.00	12,500.00 12,500.00 1,625.00
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	14,125.00
					Amount Paid	0.00
					Amount Owing	14,125.00

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201902811
Date: Sep 07, 2022
PO Number
Terms: Terms: Net 30. Due Oct 07, 2022.
Sales Rep MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
			Toyota Bissett#366 T80-55 FULLY SERVICED CERTIFIED FIRE SUPPRESSION ROPS/FOPS LEVEL 2 Rental Period: Sep 7, 2022 to Oct 4, 2022 Subtotal: H - HST @ 13% HST	H		5,800.00 5,800.00 754.00
SOLD AS IS WHERE IS						
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	6,554.00
					Amount Paid	0.00
					Amount Owing	6,554.00

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201902818
Date: Sep 08, 2022
PO Number
Terms: Terms: Net 30. Due Oct 08, 2022.
Sales Rep MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
			FINAL INSPECTION & REPAIR FOR: CAT R1600G SN 9YZ00638- RENTAL RETURN T10-53			
	1		TOTAL PARTS	H	20,000.00	20,000.00
	1		TOTAL LABOUR	H	5,000.00	5,000.00
			Subtotal:			25,000.00
			H - HST @ 13% HST			3,250.00
SOLD AS IS WHERE IS						
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	28,250.00
					Amount Paid	0.00
					Amount Owing	28,250.00

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201902904
Date: Oct 05, 2022
PO Number
Terms: Terms: Net 30. Due Nov 04, 2022.
Sales Rep: MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
	1		KES SL 4500 SCISSOR LIFT SN:028 T40-38 FULLY SERVICED CERTIFIED FIRE SUPPRESSION OOPS Rental Period: Oct 5, 2022 to Nov 1, 2022 Subtotal: H - HST @ 13% HST	H	12,500.00	12,500.00
						12,500.00
						1,625.00
			SOLD AS IS WHERE IS			
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	14,125.00
					Amount Paid	0.00
					Amount Owing	14,125.00

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201902947
Date: Oct 17, 2022
PO Number: REPAIR C00206
Terms:
Sales Rep: MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
	146 1		REPAIR TO : TOYOTA LAND CRUISER STOCK # C00206 LABOUR CHARGES PARTS & MATERIAL PLEASE SEE ATTACHED DETAIL BREAKDOWN OF REPAIRS Subtotal: H - HST @ 13% HST	H H	100.00 6,500.00	14,600.00 6,500.00 21,100.00 2,743.00
SOLD AS IS WHERE IS						
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	23,843.00
					Amount Paid	0.00
					Amount Owing	23,843.00

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

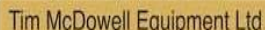
Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

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Invoice No.:	201903001
Date:	Nov 02, 2022
PO Number	
Terms:	Terms: Net 30. Due Dec 02, 2022.
Sales Rep	MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

203 Malette Cresnet
Timmins, ON P4P 1C4

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
	1		KES SL 4500 SCISSOR LIFT SN:028 T40-38 FULLY SERVICED CERTIFIED FIRE SUPPRESSION OOPS Rental Period: Nov 2, 2022 to Nov 5, 2022 Subtotal: H - HST @ 13% HST	H	1,339.28	1,339.28
						1,339.28
						174.11
SOLD AS IS WHERE IS						
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	1,513.39
					Amount Paid	0.00
					Amount Owing	1,513.39

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201903078
Date: Nov 17, 2022
PO Number
Terms: Terms: Net 30. Due Dec 17, 2022.
Sales Rep MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Crescent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Crescent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
	5		REPAIR TO: KES SL 4500 SCISSOR LIFT SN:028 T40-38			
	1		Tires and rims (tires worn down, all rims are cracked)	H	3,000.00	15,000.00
	1		Air motor	H	6,200.00	6,200.00
	1		Valve for air motor	H	200.00	200.00
	1		Pin	H	1,500.00	1,500.00
	1		Midship is needs align boring-subcontracted	H	4,500.00	4,500.00
	2		Seats	H	350.00	700.00
	2		Seat Belts	H	150.00	300.00
	1		Pressure Wash & Cleaning	H	700.00	700.00
	1		Drive line brake failure- Needs new brake	H	10,000.00	10,000.00
	1		Pressure Switch	H	100.00	100.00
	1		Oscillation, bushing, align bore, trunnions	H	6,000.00	6,000.00
	1		Steer cylinder rebuild	H	2,900.00	2,900.00
	1		Driveshaft rebuild	H	2,500.00	2,500.00
	2		U-Joints	H	300.00	600.00
	1		Steer pad	H	300.00	300.00
	2		Wheel chocks	H	150.00	300.00
	1		Fire extinguisher	H	250.00	250.00
	1		Stairs bent	H	1,200.00	1,200.00
	1		Electrical parts	H	3,000.00	3,000.00
	1		Miscellaneous parts (gauges, electrical wire, air hoses, hydraulic hoses, fuel cap hole in it, hydraulic cap missing, shop supplies)	H	3,800.00	3,800.00
	1		Service (oil and filters)	H	3,500.00	3,500.00
	1		Air filter housing	H	900.00	900.00
	1		Rear of deck step panel welding and fabricating	H	1,200.00	1,200.00
	1		new decal package	H	500.00	500.00
	1		Steel for fabricating	H	2,000.00	2,000.00
	70		Labour	H	150.00	10,500.00
			Subtotal:			78,650.00
			HST @ 13% HST			10,224.50

**ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD
UNTIL PAID IN FULL**

Continue...

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

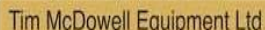
Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



www.mcdowellequipment.com

Invoice No.: 201903078
Date: Nov 17, 2022
PO Number
Terms: Terms: Net 30. Due Dec 17, 2022.
Sales Rep MCDOWELL, BENJAMIN

203 Malette Cresnet
Timmins, ON P4P 1C4

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201903079
Date: Nov 18, 2022
PO Number
Terms: Terms: Net 30. Due Dec 18, 2022.
Sales Rep: MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
	1		CHARGES TO REPLACE TIRES FOR: CAT R1600G SN 9YZ00638 T10-53	H	8,978.00	8,978.00
			Subtotal:			8,978.00
			H - HST @ 13% HST			1,167.14
			SOLD AS IS WHERE IS			
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	10,145.14
					Amount Paid	0.00
					Amount Owing	10,145.14

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS



Tim McDowell Equipment Ltd

21 Thomson Road
Skead, ON P0M 2Y0
Canada

www.mcdowellequipment.com

INVOICE

Invoice No.: 201903080
Date: Nov 17, 2022
PO Number
Terms: Terms: Net 30. Due Dec 17, 2022.
Sales Rep MCDOWELL, BENJAMIN

Sold to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

Ship to:

HANCON CONSTRUCTION CO.LTD
203 Malette Cresent
Timmins, ON P4P 1C4

TIM MCDOWELL EQUIPMENT LTD. HST: #825427677RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
			FINAL REPAIR TO: Toyota Bissett#366 T80-55			
	2		Toyota OEM seat	H	3,500.00	7,000.00
	1		Glass repairs (wind shield, 5 windows on carrier)	H	2,500.00	2,500.00
	2		Rear carrier seats	H	750.00	1,500.00
	1		Service (transmission, axle engine)	H	1,500.00	1,500.00
	2		Wheel chocks	H	150.00	300.00
	1		Interior for rear package (all foam ripped)	H	1,500.00	1,500.00
	1		Rim bent	H	800.00	800.00
	4		4x Seat belts in carrier	H	150.00	600.00
	1		Strobe light	H	200.00	200.00
	2		2x Tie rods	H	850.00	1,700.00
	2		2x Cab door panels	H	400.00	800.00
	8		8x Wheel end pins for hubs	H	600.00	4,800.00
	30		LABOUR	H	150.00	4,500.00
			Subtotal:			27,700.00
			H - HST @ 13%			
			HST			3,601.00
			SOLD AS IS WHERE IS			
ALL EQUIPMENT REMAINS PROPERTY OF TIM MCDOWELL EQUIPMENT LTD UNTIL PAID IN FULL					Total Amount	31,301.00
					Amount Paid	0.00
					Amount Owing	31,301.00

DIRECT ALL INQUIRES TO:

Faye Akbari
705-479-5420
accounting@mcdowellequipment.com

Make all cheques payable to:

Tim McDowell Equipment Ltd

**Submit EFT/Wire transfer remittance
advice to:**

accounting@mcdowellequipment.com

THANK YOU FOR YOUR BUSINESS

STATEMENT

Sep 15, 2023

Sep 15, 2023

203 Malette Cresnet
Timmins, ON P4P 1C4

IF PAYING BY INVOICE, CHECK
INDIVIDUAL INVOICES PAID

AMOUNT REMITTED

[illegible]