

COURT FILE NUMBER KBG-SA- 1071 -2023

COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

APPLICANT CONEXUS CREDIT UNION 2006

RESPONDENT CROFT AGGREGATES LIMITED

IN THE MATTER OF THE RECEIVERSHIP OF CROFT AGGREGATES LIMITED

AFFIDAVIT OF LINDSEY COOPER

I, Lindsey Cooper, of the City of Regina, in the Province of Saskatchewan, **MAKE OATH AND SAY THAT:**

1. I am employed as Risk Manager by Conexus Credit Union 2006 ("**Conexus**"). In that capacity, I am responsible for the administration of, and am fully acquainted with, the indebtedness owed to Conexus by Croft Aggregates Limited (the "**Debtor**"). Accordingly, I have personal knowledge of the facts and matters herein deposed to, except where stated to be sworn by me based upon on information and belief, and where so stated, I verily believe the same to be true.

Background to the Debtor

2. The Debtor is a corporation incorporated pursuant to the laws of Saskatchewan that carried on the business of the production and sale of aggregates. The Debtor no longer directly operates as an aggregate producer, and earns income from payment by third parties for the extraction of aggregates from its lands. A true copy of the Debtor's corporate profile obtained from the Saskatchewan Corporate registry is attached to this Affidavit and marked as **Exhibit A**.

Loan and Security Documentation

3. Pursuant to, among other documents, an Offer to Finance dated April 6, 2009; an Offer to Finance for Mortgage dated July 23, 2015; an Offer to Finance dated August 9, 2016; a Farm/Business Revolving Line of Credit Agreement dated August 29, 2016; an Application to Amend Term Loan dated October 12, 2017; and Amendment Agreement – Mortgage dated June 15, 2018 (the "**Credit Agreements**") Conexus made credit available to the Debtor. The Credit Agreements are attached to this Affidavit and marked collectively as **Exhibit B**.
4. The following credit facilities are documented by the Credit Agreements and remain outstanding (collectively, the "**Credit Facilities**"):

- (a) Line of Credit Loan #10538072-00 – under which Conexus made available \$2,000,000.00 to Croft Aggregates, repayable on demand and bearing interest at Conexus' prime rate of interest from time to time ("**Conexus Prime Rate**") plus 2.50% (which line of credit has been terminated and no longer revolves);
 - (b) QuickLine Loan #10538072-03 – under which Conexus made available \$500,000.00 to Croft Aggregates, repayable on demand and bearing interest at Conexus Prime Rate plus 3.00%;
 - (c) Mortgage Loan #10538072-08 (the "**Mortgage Loan**") – under which Conexus made available \$1,875,000.00 to Croft Aggregates, repayable on demand and bearing interest at Conexus Prime Rate plus 2.00%; and
 - (d) Commercial Term Loan #10538072-10 – under which Conexus made available \$3,536,000.00 to Croft Aggregates, repayable on demand and bearing interest at Conexus Prime Rate plus 2.50%.
5. The Debtor's performance of its obligations to Conexus under the Credit Agreements is secured by the following charges against its real property:
- (a) Mortgage executed by the Debtor in favour of Conexus on June 4, 2012, securing the Debtor's obligations to Conexus in the principal amount of \$168,914.50 by charging Surface Parcel #111654918, NW 06-18-18 W2 Ext. 15 and Surface Parcel #111654895, Blk/Par B Plan No 101145114 Ext. 13 (collectively, the "**2012 Mortgaged Lands**"). A true copy of this mortgage is attached to this Affidavit and marked as **Exhibit C**;
 - (b) Mortgage executed by the Debtor in favour of Conexus on August 26, 2015 (the "**2015 Mortgage**"), securing the Debtor's obligations to Conexus in the principal amount of \$1,875,000.00 by charging Surface Parcel #111654884, NE 06-18-18 W2 Ext. 12 (the "**2015 Mortgaged Lands**", and together with the 2012 Mortgaged Lands, the "**Mortgaged Lands**"). A true copy of the 2015 Mortgage is attached to this Affidavit and marked as **Exhibit D**;
 - (c) Assignment of Leases and Rents executed by the Debtor in favour of Conexus on August 26, 2015 (the "**2015 Assignment of Rents**"), under which the Debtor assigned to Conexus all of the rents, issues, and profits payable to the Debtor under any lease in regard to the 2015 Mortgaged Lands. A true copy of the 2015 Assignment of Rents is attached to this Affidavit and marked as **Exhibit E**;
 - (d) Collateral Mortgage executed by the Debtor in favour of Conexus on December 12, 2022 (the "**2022 Mortgage**"), securing all of the Debtor's indebtedness to Conexus in the

principal amount of \$8,500,000.00 by charging the Mortgaged Lands. A true copy of the 2022 Mortgage is attached to this Affidavit and marked as **Exhibit F**; and

- (e) Assignment of Rent Agreement dated December 12, 2022 (the "**2022 Assignment of Rents**"), under which the Debtor assigned to Conexus all of the rents, issues, and profits payable to the Debtor under any lease in regard to the 2022 Mortgaged Lands. A true copy of the 2022 Assignment of Rents is attached to this Affidavit and marked as **Exhibit G**.

Copies of titles to the Mortgaged Lands obtained from the Saskatchewan Land Titles Registry on August 31, 2023 are attached to this Affidavit as **Exhibit H**.

- 6. The Debtor's performance of its obligations to Conexus under the Credit Agreements are also secured by the following security covering the Debtor's personal property:
 - (a) General Security Agreement dated April 5, 2004 (the "**GSA**"), pursuant to which the debtor charged all of its present and after acquired property in favour of Conexus. A true copy of the GSA is attached to this Affidavit and marked as **Exhibit I**; and
 - (b) Specific Security Agreement dated August 26, 2015 (the "**Equipment Security Agreement**"), pursuant to which the Debtor charged all of its equipment (including "all stove, refrigerators, elevators and other equipment necessary to the operation of a building") situated at or used in connection with the 2015 Mortgaged Lands in favour of Conexus. A true copy of the Equipment Security Agreement is attached to this Affidavit and marked as **Exhibit J**.

Saskatchewan Personal Property Registry Search results for the Debtor dated August 31, 2023 are attached to this Affidavit and marked as **Exhibit K**.

The Inter-Creditor Agreement

- 7. Conexus entered into an Inter-Creditor Agreement with Business Development Bank of Canada ("**BDC**") on August 25, 2015 (the "**Inter-Creditor Agreement**"). Under the Inter-Creditor Agreement, Conexus and BDC agreed that their interests in the Debtor's property (as described therein) rank equally, except for certain "Listed Equipment" in respect of which Conexus agreed to subordinate its interest to BDC. A true copy of the Inter-Creditor Agreement is attached to this Affidavit and marked as **Exhibit L**.

Personal Guarantees

- 8. Douglas Croft ("**Douglas**"), a director of the Debtor corporation, guaranteed the obligations owed to Conexus by the Debtor pursuant to the following guarantees (collectively, the "**Douglas Guarantees**"):

- (a) Guarantee and Postponement of Claim dated April 6, 2009, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$600,000.00 plus interest from the date of demand;
- (b) Guarantee and Postponement of Claim dated November 14, 2014, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$505,000.00 plus interest from the date of demand;
- (c) Guarantee and Postponement of Claim dated August 26, 2015, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$1,875,000.00 plus interest from the date of demand; and
- (d) Guarantee and Postponement of Claim dated August 29, 2016, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus in an unlimited amount.

The Douglas Guarantees are attached to this affidavit and marked collectively as **Exhibit M**.

9. Sandra Croft ("**Sandra**"), a director of the Debtor corporation, guaranteed the obligations owed to Conexus by the Debtor pursuant to the following guarantees (collectively, the "**Sandra Guarantees**"): cc.
march

- (a) Guarantee and Postponement of Claim dated April 6, 2009, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$600,000.00 plus interest from the date of demand;
- (b) Guarantee and Postponement of Claim dated November 14, 2014, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$505,000.00 plus interest from the date of demand;
- (c) Guarantee and Postponement of Claim dated August 26, 2015, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$1,875,000.00 plus interest from the date of demand; and
- (d) Guarantee and Postponement of Claim dated August 29, 2016, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus in an unlimited amount.

The Sandra Guarantees are attached to this affidavit and marked collectively as **Exhibit N**.

Default, Demand, and Indebtedness

10. By July of 2020, the Debtor was in default of its obligations owed to Conexus under the Credit Agreements by reason of the Debtor's failure to make payments on the various credit facilities as they became due.

11. On July 30, 2020, Conexus demanded repayment of the Debtor's indebtedness under the Credit Agreements. True copies of the documents comprising the Demand, namely, a Demand Letter and Notice of Intention to Enforce Security pursuant to section 244 of the *Bankruptcy and Insolvency Act (Canada)* are attached to this Affidavit and marked collectively as **Exhibit O**.
12. The Debtor has failed, neglected or refused to retire its indebtedness to Conexus following the Demand. As of the date of this Affidavit, the Credit Facilities made available by Conexus to the Debtor pursuant to the Credit Agreements remain outstanding. The Debtor's indebtedness to Conexus totalled **\$8,974,802.57** (the "Indebtedness") as at August 28, 2023, particulars of which are as follows:

| Credit Facility | Principal | Interest | Total | Interest Rate |
|---------------------------------------|-----------------------|-----------------------|-----------------------|----------------------|
| QuickLine Loan 10538072-03 | \$289,176.60 | \$87,632.77 | \$376,809.37 | Prime + 3.00% |
| Commercial Mortgage 10538072-08 | \$1,687,491.19 | \$438,628.62 | \$2,126,119.81 | Prime + 2.00% |
| Commercial Term 10538072-10 | \$2,887,108.55 | \$853,977.90 | \$3,741,086.45 | Prime + 2.50% |
| Terminated Line of Credit 10538072-11 | \$2,558,363.97 | \$132,802.38 | \$2,691,166.35 | Prime + 2.50% |
| Billed Legal Fees | - | - | \$39,620.59 | - |
| TOTAL: | \$7,422,140.31 | \$1,513,041.67 | \$8,974,802.57 | - |

Forbearance

13. On December 12, 2022, Conexus entered into a Forbearance Agreement with the Debtor, Douglas, and Sandra, under which Forbearance Agreement Conexus agreed to forbear from exercising its rights until January 15, 2023 in exchange for, among other things, the Debtor executing a Consent Receivership Order in favour of Conexus to be exercised on default or expiration of the Forbearance Agreement. A true copy of the Forbearance Agreement is attached to this Affidavit and marked as **Exhibit P** (schedules B and C, which were included as Exhibits E and F of this Affidavit, excluded).
14. The Forbearance Agreement expired on January 15, 2023, and the Debtor, Douglas, and/or Sandra failed to pay the indebtedness owed to Conexus.

Current Aggregate Extraction Operations

15. The gravel pits located on the Mortgaged Lands are being operated by a third party, KF Aggregates Recycling Inc., formerly known as KF Aggregates Inc. ("**KF Aggregates**"). The legal position taken by KF Aggregates vis-à-vis the Debtor and its lands is set out in two items of correspondence (with enclosures) from McDougall Gauley LLP, legal counsel for KF Aggregates, dated May 26, 2023 and July 31, 2023, respectively. These items of correspondence and corresponding enclosures are attached to this Affidavit and marked collectively as **Exhibit Q**.

16. In order for Conexus (and, if and when one is appointed, a Receiver) to effectively assess the state of the real property and the gravel pits (including the potential market value thereof), an up-to-date, independent assessment from a qualified engineer (an “**Engineering Assessment**”) is required. Conexus has engaged Clifton Engineering Group Inc. of Regina, Saskatchewan (“**Clifton**”) in order to obtain that engineering assessment. Based upon my review of an e-mail exchange between Terry Wrishko of Conexus and Brent Marjerison, MSc, PEng, FEC, of Clifton, a true copy of which is attached to this Affidavit and marked collectively as **Exhibit R**, I verily believe that Clifton will require cooperation from KF Aggregates in order to complete the Engineering Assessment, up to and including ceasing extraction operations for some period of time.

Risk to Collateral

17. The Debtor has not made a payment towards its obligations to Conexus under the Credit Agreements since October 15, 2019.
18. The Debtor is in arrears to the Rural Municipality of Edenwold No. 158 (the “**RM of Edenwold**”) for property taxes. The RM of Edenwold has commenced proceedings to collect the property tax arrears, and it appears that the RM of Edenwold’s enforcement has been held in abeyance as a result of proceedings before the Provincial Mediation Board. True copies of the property tax certificates from the RM of Edenwold dated February 17, 2023 are attached to this Affidavit and marked as **Exhibit S** (updated property tax certificates have been requested from the RM of Edenwold and will be filed in advance of the hearing if they are available). True copies of the Provincial Mediation Board’s November 18, 2022 letter to Conexus and Conexus’ counsel’s communications with the Provincial Mediation Board concerning the RM of Edenwold’s enforcement of the property tax arrears are attached to this Affidavit and marked collectively as **Exhibit T**.
19. The Debtor is in arrears to the Federal and Provincial Governments for taxes and levies, with the Federal and Provincial Government’s registering the following judgments against the Debtor (which registrations are included in the Saskatchewan Personal Property Registry Search results attached at Exhibit J of this Affidavit):
- (a) Enforcement Charge – Federal Judgment registered by Her Majesty the Queen in Right of Canada as represented by the Minister of Revenue against the Debtor on October 10, 2018 in the amount of \$601,973.83;
 - (b) Enforcement Charge – Federal Judgment registered by Her Majesty the Queen in Right of Canada as represented by the Minister of Revenue against the Debtor on October 10, 2018 in the amount of \$347,279.90;

- (c) Enforcement Charge – Federal Judgment registered by Canada Revenue Agency, RCCS Division against the Debtor on December 13, 2019 in the amount of \$66,571.97; and
 - (d) Enforcement Charge – Provincial Judgment registered by Saskatchewan Finance Revenue Division against the Debtor on December 2, 2021 in the amount of \$5,160.52.
20. In addition, the following judgments and liens have been registered against the Debtor by parties other than the Federal and Provincial Government (which registrations are also included in the Saskatchewan Personal Property Registry Search results attached at Exhibit J of this Affidavit):
- (a) Commercial Lien registered by KF Aggregates against the Debtor on July 31, 2020;
 - (b) Enforcement Charge – Provincial Judgment registered by Prairie Ag Petroleum Ltd. against the Debtor on June 10, 2021 in the amount of \$93,497.87; and
 - (c) Commercial Lien registered by JD Trucking Ltd. against the Debtor on May 2, 2023; and
 - (d) Commercial Lien registered by KF Aggregates against the Debtor on July 28, 2023.
21. The following judgments and liens have been registered against title the Mortgaged Lands (which are identified at Exhibit H of this Affidavit):
- (a) Enforcement Charge – Federal Judgment registered by Her Majesty the Queen in Right of Canada against title to the Mortgaged Lands on October 12, 2018 in the amount of \$601,973.83;
 - (b) Enforcement Charge – Federal Judgment registered by Her Majesty the Queen in Right of Canada against title to the Mortgaged Lands on October 12, 2018 in the amount of \$347,279.90;
 - (c) Enforcement Charge – Federal Judgment registered by Canada Revenue Agency, RCCS Division against title to the Mortgaged Lands on December 17, 2019 in the amount of \$66,571.97;
 - (d) Builder's Lien registered by JCA Holdings Ltd. against title to the 2015 Mortgaged Lands on March 26, 2020 in the amount of \$5645.71;
 - (e) Builders' Lien registered by KF Aggregates Recycling Inc. against title to the Mortgaged Lands on July 27, 2020 in the amount of \$1,631,768.25;
 - (f) Builders' Lien registered by Singh (I) against title to the Mortgaged Lands on November 25, 2022 in the amount of \$59,223.68;
 - (g) Builder's Lien registered by Uppal Trans Logistics Inc. against title to the Mortgaged Lands on May 12, 2023 in the amount of \$19,677.26; and

- (h) Builders' Lien registered by JD Trucking Ltd. against title to the Mortgaged Lands on June 1, 2023 in the amount of \$59,223.68.
22. The Debtor is no longer operating and does not have sufficient funds to meet its obligations to Conexus. The Debtor is also not able to meet its obligations to the Federal and Provincial Governments and there is a risk that Conexus's security will be eroded to the interests of the Federal and Provincial Governments.
23. As a result of the facts and matters described in this Affidavit, Conexus has determined that its security in the real and personal property of the Debtor is in jeopardy. Conexus accordingly seeks an order appointing a receiver.
24. Deloitte Restructuring Inc. of Winnipeg, Manitoba is a Licensed Insolvency Trustee and is qualified and willing to act as Receiver of Croft Aggregates Limited.
25. I make this affidavit in support of an application by Conexus for an Order appointing Deloitte Restructuring Inc. as Receiver of the assets, undertakings, and properties of Croft Aggregates Limited.

SWORN BEFORE ME at Regina, Saskatchewan)
 this 1 day of September, 2023.)

_____)
 A COMMISSIONER FOR OATHS in and for the)
 Province of Saskatchewan.)

Being a Solicitor *Exp. Oct 31, 2026*



LINDSEY COOPER

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm: MLT Aikins LLP
 Lawyer in charge of file: Paul Olfert and Shay Brehm
 Address of firm: 1201, 409 3rd Avenue S, Saskatoon SK S7K 5R5
 Telephone number: 306.975.7100
 Email address: Polfert@mltaikins.com / Sbrehm@mltaikins.com
 File No: 55100.17



SWORN before me by at Regina, Saskatchewan this 1st day
of September, 2023.

Entity Number: 101054595

Entity Name: CROFT AGGREGATES LIMITED

A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~

Page 1 of 3

Report Date: 31-Aug-2023

Entity Details

| | |
|------------------------|-----------------------------------|
| Entity Type | Business Corporation |
| Entity Subtype | Saskatchewan Corporation |
| Entity Status | Active |
| Incorporation Date | 05-Mar-2004 |
| Annual Return Due Date | 30-Apr-2024 |
| Nature of Business | PRODUCTION AND SALE OF AGGREGATES |
| MRAS indicator | No |

Registered Office Addresses

| | |
|------------------|--|
| Physical Address | 2500-13TH AVENUE, UNIT #100, REGINA, Saskatchewan, Canada, S4P 0W2 |
| Attention To | ANGELA K. M. KRUK |
| Mailing Address | CROFT AGGREGATES LIMITED, 2500-13TH AVENUE, UNIT #100, REGINA, Saskatchewan, Canada, S4P 0W2 |
| Attention To | ANGELA K. M. KRUK |

Directors/Officers

| | | |
|---------------------------------------|--|-----------------------------|
| DOUGLAS WAYNE CROFTS (Officer) | Effective Date: | 20-Apr-2005 |
| Physical Address: | 185 - 7TH AVE., LUMSDEN, Saskatchewan, Canada, S0G3C0 | |
| Mailing Address: | BOX 445, LUMSDEN, Saskatchewan, Canada, S0G3C0 | Office Held: PRESIDENT |
| SANDRA GAIL CROFTS (Officer) | Effective Date: | 24-Feb-2015 |
| Physical Address: | 185 - 7TH AVE., LUMSDEN, Saskatchewan, Canada, S0G3C0 | |
| Mailing Address: | BOX 445, LUMSDEN, Saskatchewan, Canada, S0G3C0 | Office Held: VICE PRESIDENT |



Entity Number: 101054595

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Entity Name: CROFT AGGREGATES LIMITED

Report Date: 31-Aug-2023

DOUGLAS WAYNE CROFTS (Director)

Effective Date:

05-Mar-2004

Physical Address: 185 - 7TH AVE., LUMSDEN,
Saskatchewan, Canada, S0G3C0

Mailing Address: BOX 445, LUMSDEN,
Saskatchewan, Canada, S0G3C0

SANDRA GAIL CROFTS (Director)

Effective Date:

05-Mar-2004

Physical Address: 185 - 7TH AVE., LUMSDEN,
Saskatchewan, Canada, S0G3C0

Mailing Address: BOX 445, LUMSDEN,
Saskatchewan, Canada, S0G3C0

Shareholders

| Shareholder Name | Mailing Address | Share Class | Shares Held |
|----------------------|---|-------------|-------------|
| DOUGLAS WAYNE CROFTS | 185 - 7TH AVE., LUMSDEN, SK, CANADA, S0G3C0 | A | 50 |
| SANDRA GAIL CROFTS | 185 - 7TH AVE., LUMSDEN, SK, CANADA, S0G3C0 | A | 50 |

Articles

Minimum Number of Directors: 1 Maximum Number of Directors: 5

Share Structure:

| Class Name | Voting Rights | Authorized Number | Number Issued |
|------------|---------------|-------------------|---------------|
| A | Yes | Unlimited | 100 |
| B | No | Unlimited | |
| C | No | Unlimited | |

Event History

| Type | Date |
|---|-------------|
| Business Corporation - Restoral | 28-Jun-2023 |
| Business Corporation - Annual Return | 29-Apr-2021 |
| Business Corporation - Annual Return | 05-May-2020 |
| Notice of Change of Registered Office/Mailing Address | 30-Apr-2020 |



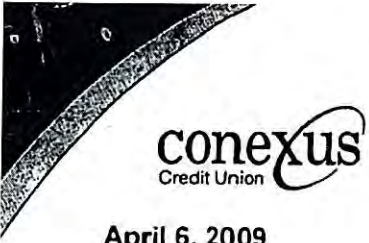
Entity Number: 101054595

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Entity Name: CROFT AGGREGATES LIMITED

Report Date: 31-Aug-2023

| | |
|---|-------------|
| Business Corporation - Annual Return | 31-May-2019 |
| Notice of Change of Directors/Officers | 23-Oct-2018 |
| Business Corporation - Annual Return | 30-Apr-2018 |
| Business Corporation - Annual Return | 27-Apr-2017 |
| Notice of Change of Directors/Officers | 24-Feb-2017 |
| Business Corporation - Annual Return | 29-Apr-2016 |
| Business Corporation - Annual Return | 29-Apr-2015 |
| Notice of Change of Directors/Officers | 24-Feb-2015 |
| Notice of Change of Registered Office/Mailing Address | 22-Dec-2014 |
| Notice of Change of Registered Office/Mailing Address | 22-Dec-2014 |
| Business Corporation - Annual Return | 14-Mar-2014 |
| Business Corporation - Annual Return | 21-Mar-2013 |
| Business Corporation - Annual Return | 30-Mar-2012 |
| Business Corporation - Annual Return | 13-Apr-2011 |
| Business Corporation - Annual Return | 21-Apr-2010 |
| Business Corporation - Annual Return | 09-Apr-2009 |
| Business Corporation - Annual Return | 31-Mar-2008 |
| Business Corporation - Annual Return | 23-Mar-2007 |
| Business Corporation - Annual Return | 17-Apr-2006 |
| Business Corporation - Annual Return | 20-Apr-2005 |
| Business Corporation - Incorporation | 05-Mar-2004 |



April 6, 2009

This is Exhibit "B" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023.

A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~

Croft Aggregates Limited
PO Box 445
Lumsden SK S0G 3C0
(Hereinafter called "the Borrower")

Attention: Douglas and Sandra Crofts

Dear Doug and Sandra:

RE: OFFER TO FINANCE AND ANNUAL REVIEW FOR DECEMBER 31, 2008 YEAREND

CONEXUS Credit Union 2006 (hereinafter called, "Conexus") is pleased to confirm that your application for financing has been approved and that we have completed our annual review. We are prepared to renew the terms and conditions of your loan and extend time for payment of the loan until your next annual review date of **April 1, 2010**, subject to the terms and conditions outlined below:

OFFER TO FINANCE

PURPOSE

The financing is being provided to the Borrower to assist in funding the following program:

Program

Increase Line of Credit from \$400,000.00\$600,000.00
Increase Quick Loan from \$400,000.00\$600,000.00
(Hereinafter referred to as the "Program")

Financing

Operating Line of Credit\$600,000.00
Quick Loan\$600,000.00
TOTAL.....\$1,200,000.00

SPECIFIC LOAN TERMS

Type: REVOLVING LINE OF CREDIT NUMBER 10538072-00
Purpose: Increase Authorized Limit
New Authorized Limit: \$600,000.00
www.conexus.ca

Margin:

Total outstanding Operating Line of Credit plus all claims having priority to Conexus including but not limited to all potential preferred claims and all GST and PST liabilities, will not at any time exceed the total of:

- 1) **75% of acceptable assigned trade accounts receivable; and**
- 2) **50% of the lesser of cost or market value of saleable, unencumbered inventory; and**
- 3) **\$150,000.00 Base**

ACCEPTABLE ASSIGNED TRADE ACCOUNTS RECEIVABLE represents total accounts receivable, as determined from the aged listing provided by the borrower, LESS: all accounts with any portion in excess of 90 days aged, accounts due from related/associated companies and/or shareholders, off setting accounts payable, known doubtful accounts, and holdbacks; LESS: amounts owing to Potential Preferred Claims.

POTENTIAL PREFERRED CLAIMS represents amounts that may from time to time be owing for wages, employee deductions, workers compensation, sales tax, income tax, overdue rents or any other claims which might rank in priority to any claim of Conexus' security, including without limitation, any claims arising under the Bankruptcy Act.

UNENCUMBERED INVENTORY means inventory carried by the borrower, excluding inventory on consignment and any inventory which is subject to purchase money security interest or any other claims which would effectively rank in priority to any of Conexus' security.

The borrower understands and agrees the maximum available under the operating line of credit to be the lesser of the above-noted operating credit amount or the most recent calculated margin borrowing limit, until such time as updated monthly information or the next monthly reports are provided to Conexus as called for in Covenant section. (Schedule A) In the event the borrower does not provide sufficient information to identify GST and PST liability, Conexus may deduct an amount equal to GST and PST of the aggregate accounts receivable as priority claim.

Interest Rate:

Conexus Prime Rate of Interest as declared from time to time, plus 3.00% per annum (Prime Rate is currently 2.50% per annum).

The Overdraft Rate is posted at the Credit Union and identified in Statements or publications made available to the Member. A certificate signed by a representative of the Credit Union setting forth the applicable Overdraft Rate at any time shall be conclusive evidence as to the said rate.

Repayment:

Upon Demand;

Payments of interest only, payable monthly, provided it is also expected that deposits will be made regularly so the Line of Credit fluctuates within the limit.

Security: (To be Obtained)

- Line of Credit Agreement in the amount of \$600,000.00
- Certified Copy of Resolution to Borrow in the amount of \$600,000.00
- Guarantee & Postponement of Claim in the amount of \$600,000.00 signed by Douglas Wayne Crofts with Independent Legal Advice
- Guarantee & Postponement of Claim in the amount of \$600,000.00 signed by Sandra Gail Crofts with Independent Legal Advice
- Mortgage Amendment Agreement

Security: (As held)

- 1st Registered Mortgage on over NW 06-18-18-2 Ext 15 i/a/o \$240,000.00 dated April 21, 2004. (\$150,000.00 for Line of Credit & \$ 90,000.00 held for Mortgage)
- General Assignment of Rents and Leases dated April 21, 2004
- Assignment of CUMIS Life Insurance Policy W00162591M in the amount of \$240,000.00 on Doug Crofts

SPECIFIC LOAN TERMS

Type: QUICK LOAN NUMBER 10538072-03

Purpose: Increase Authorized Limit

New Authorized Limit: \$600,000.00

Financing: As long as there is an available limit on the credit facility, Conexus will finance 75% of the equipment purchase as evidence by invoices. Each piece of equipment will be registered at Personal Property Registry.

Interest Rate: Conexus Prime Rate of interest as declared from time to time, plus 3.00% per annum (Prime Rate is currently 2.50% per annum).

Advance Fee: \$150.00 per advance

Repayment: On Demand;

By monthly blended instalments (Blended Principal and Interest) based on a **Five (5)** year amortization of the total of the last advance and the previous outstanding loan balance, which is collected on the 1st day of each month.

Each payment to be applied firstly on interest and the balance on principal. Where loans are repayable with interest calculated on the basis of Conexus Prime Rate of Interest plus a percentage (floating rate), instalments may fluctuate according to changes in Prime.

Security: (To be Obtained)

- CU Line Agreement in the amount of \$600,000.00
- Certified Copy of Resolution to Borrow in the amount of \$600,000.00
- Guarantee & Postponement of Claim in the amount of \$600,000.00 signed by Douglas Wayne Crofts with Independent Legal Advice
- Guarantee & Postponement of Claim in the amount of \$600,000.00 signed by Sandra Gail Crofts with Independent Legal Advice

Security: (As Held for Quick Loan)

- 1st Registered Mortgage in the amount of \$200,000.00 against the property over SE Sec17-24-20 W2

Security: (To be Obtained for the Entire Account)

- Assignment of Business Insurance showing Conexus Credit Union as loss payee
- Business/Other Entity - Beneficial Ownership and Identification Records (2 pieces of ID required for each Shareholder or Officer)

Security: (As Held for the Entire Account)

- General Security Agreement dated April 5, 2004 securing all present and after acquired assets of the company, registered at Personal Property Registry

PROPERTY/LIABILITY INSURANCE

The Borrower will be required to insure its real and personal property to the full extent of their insurable value against hazard in respect of which it is usual to insure in its business, with loss under such policies of insurance to be firstly payable to Conexus. Certified copies of the insurance policies are to be provided to Conexus.

No funds will be disbursed until all the insurance and assignments have been received, reviewed and accepted by Conexus Credit Union.

LIFE / DISABILITY INSURANCE (For Increase)

Life / Disability Insurance may be purchased, through Conexus Credit Union, for all individuals /shareholders or guarantors of the subject financing.

Please acknowledge your intention.

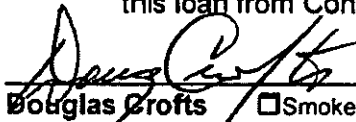
I/We are interested in purchasing Life/Disability Insurance coverage for this loan. Please provide us with quotes as to the cost of the insurance.

Consent: I authorize my credit union to communicate my name to Credential Financial Strategies, which I understand is not a subsidiary or affiliate of the credit union.

(Should you choose this option we request that you state below as to whether or not you are a smoker.)

OR

I/We acknowledge that Life/Disability Insurance Coverage is available through Conexus Credit Union, for the subject financing, however I / we elect not to apply for insurance protection on this loan from Conexus Credit Union.


Douglas Crofts Smoker Non-Smoker


Sandra Crofts Smoker Non-Smoker

GUARANTEES

The performance of the Borrower's obligations must be jointly and severally unconditionally guaranteed by the Shareholders of the Borrower. **The guarantors are to provide Conexus with personal net worth statements annually and whenever requested by Conexus and execute a Guarantee and Postponement of Claim in favour of Conexus.**

The guarantors acknowledge and agree that the Credit Union may share information with the Applicant(s) where, in the opinion of the Credit Union, any change in the information affects the ability to collect the loan.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

NB. COMPLETE GUARANTEE IF GUARANTEE REQUIRED. COMPLETE SEPARATE SECURITY AGREEMENT OR MORTGAGE, AS APPLICABLE, WHERE GUARANTOR IS PROVIDING SECURITY.

DISBURSEMENT OF LOAN

The following shall govern the disbursement of the loan:

- (1) The disbursement of this loan shall be conditional upon:
The execution, delivery and registration of the security outlined in this letter in form and terms acceptable to Conexus and its legal counsel; and
- (2) Any financing in addition to the amount of the loan herein required to complete the program must be paid into the Borrower and the same expended as applicable prior to the disbursement of this loan, and that evidence of same be furnished to the satisfaction of Conexus.
- (3) Conexus will disburse the loan proceeds at such time as it views appropriate provided same is in accordance with the program.
- (4) Unless otherwise stated, Conexus shall require a minimum of three full business days' prior written notice for each disbursement.

CONDITIONS AND COVENANTS OF BORROWER

The conditions and covenants of the Borrower as set forth on Schedule "A" attached hereto form part of and are incorporated into this offer.

ADDITIONAL TERMS AND CONDITIONS

1. All terms and conditions of the original security taken for the loan, except as may be amended by this agreement, shall continue in full force and effect and all such security shall apply to and charge any advances made hereafter. The present balance owing as well as any future advances shall be due and payable and bear interest at the rates and in the manner provided for above.
2. Nothing herein is intended to or shall have the effect of discharging, merging, replacing, or prejudicing the original security taken for the loan, including the Line of Credit Agreement, if any, or their enforceability, or alter, affect, prejudice or discharge Conexus' rights as against any surety, guarantor or co-covenantor for payment of the loan, or any part thereof or as against any subsequent encumbrancer or other person having an interest in or claim against the secured property, all of which rights are hereby reserved. All registrations pertaining to the security shall continue to be in full force and effect.
3. Any default of the terms and conditions herein or the covenants hereinafter provided, shall be deemed to be a default under the security held for the said loan, and upon such default Conexus may at its option, enforce all rights and remedies under the said security for collection of any amount owing to Conexus.
4. All parties to the original loan, including each guarantor are to sign this renewal where indicated.
5. The Conditions and Covenants of the Borrower as set forth on Schedule "A" attached hereto, form part of and are incorporated into this offer.

EVENTS OF DEFAULT

Any default of the terms and conditions of this offer, once accepted, or the terms and conditions of the security taken for the loan, shall constitute an Event of Default, entitling Conexus to demand payment of all sums owing to Conexus, including interest, and realize on all security taken for the loan.

Without limiting the generality of the foregoing, the Borrower shall be considered in default if:

1. There occurs, in the sole opinion of Conexus:
 - a) A material change in risk or an adverse change in the financial condition of the Borrower;
 - b) An unacceptable change in ownership;
 - c) Legal implications detrimental to the affairs of the Borrower.
2. The Borrower is in default under any prior or subsequent loan.

REVIEW

Without limiting Conexus' right to make demand for payment at any time, all loans and Lines of Credit will be subject to review from time to time at Conexus' discretion and at least annually.

NON-ASSIGNMENT OF OFFER

This offer shall not be assigned, transferred or otherwise disposed of without Conexus' prior written consent.

WAIVER OF RECEIPT OF FINANCING OR AMENDMENT STATEMENTS:

The Debtor hereby waives the right to receive a copy of any Financing Statement or Verification Statement pertaining to such security agreement(s).

REPRESENTATIONS AND WARRANTIES

This approval is based upon and is subject to the accuracy of information furnished in connection with the application for this loan or loans. If at any time before the final advance of funds there is or has been any material discrepancy, inaccuracy, or misstatement in any written information, statements or representations at any time made or furnished to us by you or on your behalf concerning the Program or your financial condition and responsibility, Conexus shall be entitled, forthwith, to withdraw and cancel our obligations hereunder or decline to advance further funds, as the case may be, and to declare any monies then advanced, with interest, to be forthwith due and payable.

MATERIAL CHANGES

Acceptance of this offer letter provides full and sufficient acknowledgement that if, in the opinion of Conexus, any material change in risk or adverse change in the financial condition of the Borrower occurs, or if the Borrower has failed to comply with any of the conditions outlined herein, this shall constitute default, and at the sole discretion of Conexus, any amount outstanding may become due and payable on demand, notwithstanding the form or style of the evidence of debt and any commitments by Conexus outlined in this letter may be withdrawn or cancelled.

NON-MERGER

The provisions and terms of this offer, shall survive the preparation, execution, and registration of the security for the loan and the funding herein contemplated. There shall be no merger of these provisions with the security granted by the Borrower.

COLLECTIONS AND USE OF INFORMATION

In applying for a loan, I acknowledge the Credit Union will be collecting and gathering personal, financial and credit information from and about me (Information) to:

- (i) obtain credit reports and evaluate my credit rating and credit worthiness;
- (ii) determine my financial situation and make decisions about loan or credit applications;
- (iii) administer, monitor and service my account and collect my loan;
- (iv) administer and manage security and risk in relation to my loan and any of my accounts and the financial services provided to me;
- (v) comply with legal, security and regulatory requirements;

- (vi) assist in dispute resolution;
- (vii) understand my needs and eligibility for products or services;
- (viii) offer and provide me with the other products and services of the Credit Union and of its affiliates and service suppliers.

I understand the Credit Union requires and may use my Social Insurance or Business Number as may be applicable as an aid to identify me with credit bureaus and other financial institutions for credit matching purposes or for income tax reporting purposes. I also understand that the provision of my Social Insurance Number for credit matching purposes is optional and is not a condition of service.

I/we understand that the Credit Union needs my/our consent to collect, use and disclose Information gathered about me except when the law allows the Credit Union to do so without my/our consent. For that purpose, I/we authorize, consent to, and accept this as written notice of the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information about me/us at any time for the purposes described including from or with any credit bureau, government agency, credit grantor or other entity in possession of such Information and I/we specifically direct and authorize such entities to provide Information at the Credit Union's request. The Credit Union is also authorized to continually update, obtain and use Information at any time in connection with my/our loans, including enforcement purposes. The Credit Union may share and exchange information with any guarantor of the loan. The Credit Union may use this Information for so long as it is needed for the purposes described. I/we understand that I/we can ask the Credit Union to stop using the Information to offer other products or services at any time.

I/we also understand that I/we may ask the Credit Union to stop using my/our Social Insurance Number for credit matching purposes at any time. I/we understand it is necessary to keep my Information current and I/we agree to notify the Credit Union of any changes in my Information.

For the purpose of this authorization, Credit Union affiliates and service suppliers mean Credit Union affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including, but not limited to, deposits, financing arrangements, credit, charge and payment card services, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, educational and consulting services.

To assist in providing financial services, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

PROCESSING AND ADMINISTRATION FEES

All commercial credits are subject to the following charges (subject to change without notice):

Fees Relating to Conexus Credit Union Loans:

Application Fee - \$1,200.00

Amendment Fees - A fee of 1/4 of 1% to 1%, minimum \$100.00, will be charged for any amendments requested to the terms of Credit based upon the amount of the revision or increase.

Monthly Administration Fee - \$200.00 (to be collected on the 20th day of each month)
Increased from \$150.00

Annual Review Fee - \$100.00 (waived due to Application Fee)

Late receipt of Annual Financial Statement -
\$100.00 First Month
\$100.00 Each subsequent month

Late receipt of Monthly Margin Reports -
\$50.00 First month
\$50.00 Each subsequent month

Line of Credit Out of Margin -
\$100.00 First month
\$100.00 Each subsequent month

Credit Excess/Overdraft Fee –
In the event, at the sole and absolute discretion of Conexus, any cheque(s) or withdrawal(s) is honoured such that an overdraft of the authorized limit occurs, the account will be subject to a minimum fee of \$5.00 per item.

All security registration, maintenance and reviewing costs, including Land Titles and PPSA Searches are the responsibility of the Borrower.

CONFIDENTIALITY AND EXCLUSIVE USE

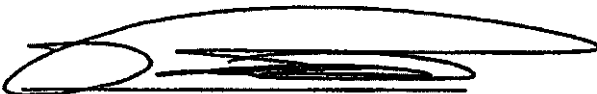
This Offer is considered confidential, and for the sole use and benefit of Conexus and the parties herein and may not be provided to, used or relied upon by any third party without the written consent of Conexus.

OFFER OF FINANCING

This offer to finance is open for acceptance until **April 15, 2009**. Failure to provide Conexus with your signed acceptance on the attached copy of this letter by the above date will make this offer null and void. Acceptance of this offer authorizes Conexus to provide the Borrower's Accountant with a copy of this "Offer to Finance", and also constitutes our authority to instruct our Solicitors to prepare the necessary documentation.

Yours truly,

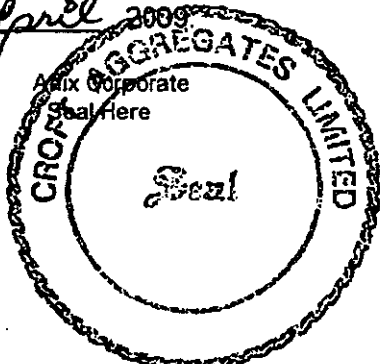
CONEXUS CREDIT UNION 2006



Tim Proseilo CFP, FMA
Commercial Relationship Manager
Commercial Business Services
Phone 306.780.0161 Fax 306.780.1741
Email: tim.proseilo@conexus.ca

ACCEPTANCE:

I/we hereby acknowledge and agree to the terms and conditions contained herein, this 16 day of April 2009.



Croft Aggregates Limited

By: [Signature]
(Officer of Corporation)

By: [Signature]
(Officer of Corporation)

THIRD PARTY DETERMINATION

DC I/We represent the loan is not to be used by or on behalf of a third party.

 I/We represent the loan is to be used by or on behalf of a third party.
(If the Borrower is acting on directions from a Third Party (individual or corporate), form ELF 9.330 needs to be completed.)

ELECTRONIC STATEMENTS (initial if applicable)

 I/we request the Credit Union deliver, and I/we consent to receive, periodic statements relating to my/our loans electronically, via internet banking only. By consenting to receive statements via internet banking only, I/we acknowledge that I/we will no longer receive paper statements relating to my/our loans and accounts. Electronic statements will be available online for a limited time from the statement date. Should I/we require a permanent record I/we will print or save a copy of any statements I/we require.

GUARANTOR(S):

I/we, the undersigned, as Guarantor(s) declare that I(we) have examined the terms and conditions of this offer, and acknowledge that my(our) liability as guarantor(s) extends to and includes the terms and conditions for repayment of the loan, as provided for herein, this 16 day of April 2009.

WITNESSES:

[Signature]
[Signature]

Signature of Debtor(s)
[Signature]
Douglas Wayne Crofts
[Signature]
Sandra Gail Crofts

SCHEDULE "A"
UNDERLYING CONDITIONS AND COVENANTS OF BORROWER

All covenants and agreements herein shall remain in force for the benefit of Conexus at all times. Any alteration must be approved by Conexus in writing.

The Borrower, by accepting this Offer, covenants and agrees with Conexus as follows:

TO pay the loan, including all principal and interest, in the manner and on the terms and conditions set forth above, and to observe and perform all of the terms and conditions set forth in this agreement, and in the security taken for the loan.

TO well and truly keep, preserve and perform and fulfil all terms, covenants, conditions, provisos and agreements contained herein, and in the security taken for the said loan, as well as all covenants, provisos, conditions and terms of any agreement taken herewith.

ON loans repayable on a floating rate basis, instalment payments may fluctuate according to changes in the Prime Rate of Interest as declared by Conexus from time to time, and agrees to pay the adjusted and fluctuating payments upon notice from Conexus. The Borrower also authorizes Conexus to adjust automatic debits to reflect the changes in the Prime Rate of Interest from time to time.

TO carry on its regular banking business with Conexus.

TO deliver to Conexus such financial and other information as Conexus may reasonably request from time to time, including but not limited to the following:

- **REVIEW ENGAGEMENT REPORT (UNAUDITED) Annual Financial Statements of the Borrower within 90 days after the fiscal year end;**
- **Monthly Financial Statements within 20 days of the month end;**
 - **Margin Declaration Form**
 - **Balance Sheet and Income Statement indicating current month data, along with year to date.**
 - **An Aged List of Accounts Receivable;**
 - **Aged List of Accounts Payable;**
 - **A signed Declaration of Inventory Listing, if appropriate, broken down by Raw Materials, Finished Goods or Work in Progress;**
 - **Monthly Operating Report;**
- **Any other information that may be required from the Borrower's Accountant, including a Year End Inventory Audit Certificate.**

IN the event the requirements are not complied with, that Conexus at its discretion, may apply charges as specified in this letter under the processing and administration fees.

TO not change or alter its capital structure, create any subsidiary, amalgamate, consolidate or merge with any other company.

TO not declare or pay dividends on its capital stock or redeem any shares or securities.

TO not make advances or loans to or investments in or give any guarantee on behalf of any company, person or firm.

TO not pay any principal or interest on any loan made to it by any shareholder and/or associated company.

TO not change the general nature of the business.

TO not create or assume any additional indebtedness, outside the normal trade credit of the business.

TO not sell, remove, lease or agree to lease, or otherwise dispose of any part of the machinery, equipment, fixtures and chattels forming part of the assets charged to Conexus.

TO promptly notify Conexus if the Borrower changes its principal place of business, or the location of the inventory or equipment, or the location of the office where it keeps its records respecting the accounts receivable, or acquires other places of business.

THAT no material change may be made in this program without the prior written consent of Conexus.

TO provide Personal Net Worth Statement(s) of the Principal or Principal(s) of the Borrower, as well as that of the Guarantor(s) if any, to the Credit Union as may be requested, but in any event, at least annually.



July 23, 2015

Croft Aggregates Limited
PO BOX 445
Lumsden SK S0G 3C0
(Hereinafter called "the Borrower")

Attention: Doug and Sandra Crofts

Dear Sir or Madam:

RE: OFFER TO FINANCE FOR MORTGAGE

This letter sets forth the terms and conditions under which Conexus Credit Union 2006 (hereinafter "Conexus" or "the Credit Union") offers you a mortgage loan to be secured by a **Registered 1st*** ranking charge on the property to be owned by you and legally described as NE 6, 18, 18 W 2nd Ext 12. (Legal counsel to confirm correct legal description).

***Registered ranking will be in accordance with an Intercreditor Agreement signed between Business Development Bank of Canada (BDC) and Conexus.**

PURPOSE OF MORTGAGE LOAN

The purpose of the loan is to provide financing for the following program:

Program

Purchase the property located at NE 6, 18, 18 W2nd Ext 12.

Financing

| | |
|--------------------------|-----------------------|
| 1 st Mortgage | \$1,875,000.00 |
| BDC Mortgage Financing | \$2,125,000.00 |
| BDC Term Financing | <u>\$1,000,000.00</u> |
| Total | \$5,000,000.00 |

LOAN AMOUNT **\$1,875,000.00**

Loan Type: Open

If an Open Mortgage - Prepayment of the mortgage prior to the expiration of the term for any reason (including sale) will be permitted.

| | |
|-----------------------------|--|
| <u>TERM</u> | On Demand |
| <u>INTEREST RATE</u> | Current effective rate of 4.7% calculated at Conexus Prime Rate of interest as declared from time to time, plus 2.0% per annum (Prime Rate is currently 2.7% per annum). |
| <u>AMORTIZATION</u> | 20 Years |
| <u>REPAYMENT</u> | On Demand |

Interest Payments

On demand, provided until demand is made by the Credit union, interest shall be paid monthly, the first instalment of interest to be made on September 1, 2015 and thereafter every month, such payments to continue until the total amount owing (inclusive of principal and interest) shall be paid.

Principal Payments

1) Base Principal Payment

Instalments of \$93,750.00 on account of the principal shall be paid annually, the first payment to be made on September 1, 2016 and a like amount ever year thereafter until the total amount owing (inclusive of principal and interest) shall be paid.

2) Additional Principal Payment

The borrower will submit a letter from it's external accountant annually outlining the number of cubic metres removed from the mortgaged property. In addition to the regularly scheduled principal and interest payments the borrower will pay an additional annual principal payment of \$2.00 per cubic metre in excess of 100,000 cubic metres of aggregate removed from the subject property. \$1.00 will be repaid towards the BDC mortgage and \$1.00 towards the Conexus mortgage.

SECURITY:

- Certified Copy of Resolution (Re Authorization of Specific Loan) (ELF3174) in the amount of \$1,875,000
- 1st Registered Mortgage (Prov of Sask – The Land Titles Act (ELF3093)) in the amount of \$1,875,000 against the property legally described as NE 6, 18, 18 W 2nd Ext 12. (Legal counsel to confirm correct legal description).
- Assignment of Rents registered on title
- Pre-Authorized Debit (PAD) Agreement (A-194)
- Business/Other Entity - Beneficial Ownership and Identification Records (EDF313.01)
- Specific Security Agreement (ELF3082) securing the assets related to the mortgaged property registered at Personal Property Registry.

- Guarantee And Postponement of Claim (ELF3179) in the amount of 1,875,000 signed by Doug Crofts with Independent Legal Advice (ILA)
- Guarantee And Postponement of Claim (ELF3179) in the amount of 1,875,000 signed by Sandra Crofts with Independent Legal Advice (ILA)

TAXES

Property Taxes are the responsibility of the mortgagor. Annual confirmation evidencing taxes paid in full must be forwarded to our office, Commercial Business Services

DISBURSEMENT OF FUNDS

Subject to all applicable terms and conditions having been met, mortgage funds will be advanced when we are in receipt of the following, although not later than **September 1, 2015**.

- 1) A satisfactory opinion from our legal counsel that your title to the property is good and marketable, free and clear of all mortgages, charges, liens, privileges, encumbrances and encroachments (unless agreed otherwise by us) and as to the security being in accordance with the terms and conditions of this offer.
- 2) Evidence satisfactory to us that there is no pending litigation against you relating to the property to be mortgaged, nor has there occurred any event affecting you which in our reasonable opinion would make it inadvisable to make this advance.
- 3) A satisfactory opinion from our legal counsel as to your incorporation, organization and good standing, your power and authority to carry on your business and as to your capacity to enter into the loan.

Such opinion is to be supported with and forwarded to our office as part of the documentation package, including the following, *as applicable*:

- Certified Copy Of Resolution (Specific Loan)
- 4) It shall be further understood that the advance of funds will be subject to our legal counsel preparing the mortgage/deed of loan, and any other security documents, in the opinion of our solicitor to be necessary. Examining the title and reporting everything to be satisfactory and also to our legal counsel being satisfied with all legal aspects of the transaction.
 - 5) The monthly payments (including taxes) are to be made by way of an electronic fund transfer system through an authorized account. A pre-authorized debit form is enclosed which is to be signed and a voided cheque on the account in which you want your payments drawn is to be attached and returned with your acceptance.

CONDITIONS PRECEDENT TO FUNDING

In addition to the other terms and conditions noted herein, funding is conditional upon receipt and approval of the following:

- Confirmation that financing is in place from BDC.
- Executed Intercreditor Agreement between Conexus and BDC.

RE-ADVANCES

The following clause will be included in the mortgage document:

Providing that the Mortgagor is not in default hereunder, the Mortgagor may request, and the Mortgagee may, in its absolute and sole discretion, re-advance any principal portion of the within mortgage loan which has been repaid by the Mortgagor to the Mortgagee, but only to the extent that the principal balance outstanding after such re-advance shall not exceed the amount of the original principal sum secured. The Mortgagor agrees that notwithstanding that the mortgage may be reduced and re-advances made, this mortgage secures all sums ultimately due and owing by the Mortgagor to the Mortgagee in respect of this loan, including any re-advancement of principal moneys made by the Mortgagee to the Mortgagor at any time. No change to the terms of repayment, the obligations of the Mortgagor or the manner of payment or the amount of interest shall operate as a release or discharge of this mortgage.

REAL PROPERTY REPORT - (Surveyor's Certificate OR Title Insurance)

An up to date Real Property Report and other certification in respect of the property to be mortgaged, satisfactory to us, shall be furnished at your expense, and the certificate shall certify:

- a) The boundaries and dimensions of the property.
- b) The location and description of buildings with their dimensions and minimum distances from property boundaries.
- c) The location of visible encroachments onto or off the property.
- d) The location of all registered easements which affect the property.
- e) Certification of the plan by signature under seal by a Saskatchewan Land Surveyor.

In the event that a Real Property Report is unavailable Conexus Credit Union will accept Lenders Title Insurance, which shall be furnished at your expense, and which shall indemnify Conexus Credit Union from losses as a result of at least:

- a) Fraud and/or forgery
- b) Title / lien issues

- c) Zoning and/or Building encroachments
- d) Any other issues relating to construction, documentation or registration errors.

INTEREST ADJUSTMENT DATE AND FIRST PAYMENT DATE

The interest adjustment date will be **September 1, 2015**. The monthly payments will commence one month from the interest adjustment date.

Notwithstanding the date shown above, the actual interest adjustment date will be the first date of the month following the full or substantial advance of mortgage funds.

In the event this date is other than that shown above, an Amending Agreement will be prepared by your legal counsel for your signature and registration (if required). The changes from the original mortgage may include:

- Revised interest adjustment date
- Revised first payment date
- Revised rate
- Revised principal and interest payment
- Revised maturity date

PAYMENT OF INTEREST ADJUSTMENT

The interest adjustment amount shall be calculated from the date of the substantial or full advance to the interest adjustment date and such amount may be withheld from the advance of funds.

PREPARATION OF LEGAL DOCUMENTATION

The legal documentation, including the report on title, shall be prepared by our legal counsel, **Patricia Warsaba of McKercher LLP Business No. (306) 565-6500**, all cost of which shall be borne by you.

DOCUMENTATION

All terms and conditions of our usual security and supporting documents shall be deemed to be incorporated in and form a part of this commitment. The Title Report, Mortgages, Leases, Real Property Report and other pertinent documents shall be subject to the approval of ourselves and that of our legal counsel.

FEES AND EXPENSES

You hereby unconditionally undertake to pay all fees and expenses incurred or to be incurred in connection with the loan whether or not the loan is eventually consummated in whole or in part including without limitation all legal counsel fees, notarial fees, registration costs and surveyor's costs of all deeds and documents relating to the loan. At the option of Conexus Credit Union such fees may be deducted from the proceeds of the advance(s) of the loan.

FEES

Our fee shall be in the amount of \$9,375.00 which fee shall be non-refundable and which is payable on acceptance of this commitment.

MORTGAGE RENEWAL FEES

Mortgage renewal fees of 1/10th of 1.0% of the outstanding mortgage balance (minimum \$150.00) will apply at each and every mortgage renewal.

NSF FEES

Mortgage payments that are returned NSF or refused for reasons beyond our control will be subject to an administration fee of \$45.00.

REVIEW

Without limiting Conexus' right to make demand for payment at any time, all loans and Lines of Credit will be subject to review from time to time at Conexus' discretion and at least annually.

INSURANCE - EXISTING PROPERTY

You shall insure the building and improvements and keep them constantly insured against loss or damage by fire and against loss or damage by any other cause or peril, which in our opinion should be protected by insurance to the full extent of their replacement value, in a company or companies and on terms and conditions approved by us, and all loss proceeds will be transferred to us as mortgagee, with, and subject to the standard mortgage clause approved by the Insurance Bureau of Canada. A certified copy of such insurance, satisfactory to us, shall be supplied to us for each policy period and for each renewal thereof and, in any event before the (first) advance hereunder.

Prior to funding you shall provide us with a certified copy of:

- 1) A certificate of Insurance, issued by an insurer acceptable to us, stating that you are insured against loss from liability imposed by law as owner (and landlord) of the real property, buildings and improvements for personal injury or death, and damage to or loss of property, of any person, in an amount of not less than \$2,000,000.00 on a single occurrence basis;
- 2) Insurance against loss of rent, rental value and other payments required to be paid or made by tenants, or loss of income and profits from the business carried out in or on the property, from at least those risk covered by the insurance herein required and under which the period of indemnity will not be less than 12 months, and to the extent of not less than 100% of such loss or rent or rental value or income value from time to time;

- 3) Insurance of all parts below ground, including foundation;
- 4) Any and all other coverage that may be required by us.

LIFE / DISABILITY / CRITICAL ILLNESS INSURANCE

Life/Disability/Critical Illness Insurance may be purchased, through Conexus Credit Union, for all individuals /shareholders or guarantors of the subject financing.

Refer to attached "Acknowledgement Required" for waiver and/or acceptance.

ACCESS TO THE PROPERTY BY MORTGAGEE

We shall have the right at any reasonable time to inspect the property, including the building erected there on, to be held as security for the mortgage as long as any monies remain outstanding on the mortgage.

INDEPENDENT LEGAL ADVICE

It is a condition of this loan that the members obtain independent legal advise with regards to the investment they are getting into and how the loan may be affected by the ups and downs of such investment.

GUARANTEE(S)

It is a condition of this mortgage that the following individual(s)/company(ies) provide their personal guarantees, and if applicable, independent legal advice.

- **Doug Crofts in the amount of \$1,875,000.00**
- **Sandra Crofts in the amount of \$1,875,000.00**

All of which will jointly, severally and unconditionally guarantee repayment of the loan and the performance of all loan obligations as principal debtors; and, the mortgage/deed of loan will contain our standard form of such guarantee. The guarantor(s) agree here and in the mortgage/deed of loan to provide us on request with detailed financial statements of their net worth current to within six months, certified by them if they are individuals.

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the loan terms of the member, grant time, renewals, extensions, indulgences, releases and discharges to and accept compromises from or otherwise deal with the member and others, including the Guarantor and any other Guarantor, as the Credit Union may see fit and no action of the Credit Union in taking, abstaining from taking or perfecting, varying,

exchanging, renewing, discharging, giving up, realizing or failing to release or otherwise dealing with securities collateral or other guarantee by the Credit Union, shall in any manner affect, reduce or diminish the liability of the Guarantor(s) hereunder except to the extent that the proceeds of such security or collateral are credited to the member's account and the Credit Union may apply all monies received from the member or others or from securities or guarantee(s) upon such parts of the guaranteed liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the member or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor(s) under this guarantee.

The guarantors acknowledge and agree that the Credit Union may share information with the Applicant(s) where, in the opinion of the Credit Union, any change in the information affects the ability to collect the loan.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

ASSIGNMENT OF RENTS

Our security shall include a "General Assignment of Rents" payable by all tenants, present and future of the above mentioned land and buildings. The "General Assignment of Rents" is to be registered at the Land Titles Office, on title, with such registration confirmed by way of Certified Copy of Title.

GENERAL SECURITY AGREEMENT

We are to be furnished with a General Security Agreement in a form and containing such conditions as may be required by our solicitor. This Security Agreement will apply to all equipment held in the name of the mortgagor pertaining to the mortgaged premises and without limiting the generality of the foregoing will include all stove, refrigerators, elevators and other moveable equipment necessary to the operation of the building. The mortgagor warrants that this equipment is not leased or being purchased under a conditional sales contract. The Security Agreement is to be perfected at Personal Property Registry for the duration of the amortization period, with verification provided confirming our 1st priority position.

HAZARDOUS SUBSTANCES

The borrower hereby covenants and represents:

That the mortgaged premises (or any part thereof) does not contain urea formaldehyde foam insulation), asbestos, P.C.B.s, radioactive materials or substances determined to be injurious to

human life or health (hereinafter referred to as "Hazardous Substances") nor any such Hazardous Substances contained in the soil of the Mortgaged Premises nor shall any such Hazardous Substances be used in the construction or any improvements on the Mortgaged Premises.

The presence of any such Hazardous Substances will be considered as an act of default by the Mortgagor under this Mortgage and the Mortgagor shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the Mortgaged Premises or any Hazardous Substances and such liability shall survive foreclosure of this Mortgage or any debt arising thereunder and any other exercise by the Mortgagee of any remedies available to it against the Mortgagor or the Guarantors.

CROSS-DEFAULT

If default be made by the Mortgagor and the payment of any instalment of principal and/or interest or upon the occurrence of any other event of default under any mortgage to which this Mortgage is subject, or under mortgage registered subsequent to this Mortgage, then the monies hereby secured shall forthwith become due and payable and all powers conferred by this Mortgage shall become exercisable, and the powers of sale herein may be exercised forthwith.

Further, the mortgagor covenants and agrees that default under any instrument given as additional or collateral security to and for the repayment of the monies secured by this Mortgage shall constitute default hereunder and shall entitle the Mortgagee to exercise any or all of the rights and remedies available to it and provided for in the event of default hereunder.

APPRAISAL

REPRESENTATION AND WARRANTIES

This approval is based upon and is subject to the accuracy of information furnished in connection with the application for this loan or loans. If at any time before the final advance of funds there is or has been material discrepancy, inaccuracy, or misstatement in any written information, statements or representations at any time made or furnished to us by you or on your behalf concerning the program or your financial condition and responsibility, the mortgagee shall be entitled, forthwith, to withdraw and cancel our obligations hereunder or decline to advance further funds, as the case may be, and to declare any monies then advanced, with interest, to be forthwith due and payable.

EXPROPRIATION

The proceeds from any expropriation affecting the whole or part of the property shall be paid to us in priority to the claims of any other party.

FINANCIAL STATEMENTS

Financial statements of the borrower, segregating the operation of the property, including profit and loss account shall be submitted to us annually within 90 days of its fiscal year end, while any monies remain owing with respect to the mortgage.

EXECUTION OF MORTGAGE DOCUMENT

This offer of mortgage loan is subject to your executing the mortgage by **September 1, 2015**. The said mortgage shall be in a form registrable in the Land Registry Office/Land Titles in Regina, and shall, in addition to the terms herein set forth, contain all such other terms and provisions as are normally included in such mortgages and as our legal counsel shall advise.

CUSTODY OF DOCUMENTS

During the term of the loan, we shall have the right to retain custody of all title documents including leases in respect of the property and insurance policies.

WAIVERS

Any failure by us to exercise any of our rights or remedies hereunder or under the mortgage, deed of loan or other security documents shall not constitute a waiver thereof.

MODIFICATION OF TERMS OF MORTGAGE

Any departure in the final documentation from any term, condition or provision of this offer accepted by you must be subject to our prior approval to become effective and all covenants, agreements, representations and warranties made here shall, to the extent not otherwise so replaced in the final documentation, survive the pay out of the loan and continue in full force and effect until final repayment thereof in principal and interest.

SALE OF PROPERTY

In the event of the borrower selling, transferring or conveying title to a purchaser, transferee, or grantee not approved by Conexus Credit Union, all monies secured, together with all accrued and unpaid interest therein and any other amounts due under the mortgage shall at the sole option of Conexus Credit Union, become due and payable.

ASSIGNMENT OF COMMITMENT

This commitment shall not be assigned, sold, transferred or otherwise disposed of without our prior written consent and that of any insurer of the loan and then only upon such terms and conditions as may be determined by us.

CONFIDENTIALITY AND EXCLUSIVE USE

This Offer is considered confidential, and for the sole use and benefit of Conexus Credit Union and the parties herein and may not be provided to, used or relied upon by any third party without the written consent of Conexus Credit Union.

COLLECTIONS AND USE OF INFORMATION

In applying for a loan, I acknowledge the Credit Union will be collecting and gathering personal, financial and credit information from and about me (Information) to:

- (i) obtain credit reports and evaluate my credit rating and credit worthiness;
- (ii) determine my financial situation and make decisions about loan or credit applications;
- (iii) administer, monitor and service my account and collect my loan;
- (iv) administer and manage security and risk in relation to my loan and any of my accounts and the financial services provided to me;
- (v) comply with legal, security and regulatory requirements;
- (vi) assist in dispute resolution;
- (vii) understand my needs and eligibility for products or services;
- (viii) offer and provide me with the other products and services of the Credit Union and of its affiliates and service suppliers.

I understand the Credit Union requires and may use my Social Insurance or Business Number as may be applicable as an aid to identify me with credit bureaus and other financial institutions for credit matching purposes or for income tax reporting purposes. I also understand that the provision of my Social Insurance Number for credit matching purposes is optional and is not a condition of service.

I/we understand that the Credit Union needs my/our consent to collect, use and disclose Information gathered about me except when the law allows the Credit Union to do so without my/our consent. For that purpose, I/we authorize, consent to, and accept this as written notice of the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information about me/us at any time for the purposes described including from or with any credit bureau, government agency, credit grantor or other entity in possession of such Information and I/we specifically direct and authorize such entities to provide Information at the Credit Union's request. The Credit Union is also authorized to continually update, obtain and use Information at any time in connection with my/our loans, including enforcement purposes. The Credit Union may share and exchange information with any guarantor of the loan or any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of this loan. The Credit Union may use this Information for so long as it is needed for the purposes described. I/we understand that I/we can ask the Credit Union to stop using the Information to offer other products or services at any time.

I/we also understand that I/we may ask the Credit Union to stop using my/our Social Insurance Number for credit matching purposes at any time. I/we understand it is necessary to keep my Information current and I/we agree to notify the Credit Union of any changes in my Information.

For the purpose of this authorization, Credit Union affiliates and service suppliers mean Credit Union affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including, but not limited to, deposits, financing arrangements, credit, charge and payment card services, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, educational and consulting services.

To assist in providing financial services, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

ACCEPTANCE OF OFFER

If you accept this offer, will you please send to our legal counsel, Patricia Warsaba of the McKercher LLP firm, all Deeds, Surveys, Certificates of Search, Leases, Fire Insurance Policies and latest Tax Receipts relating to the property.

DATE FOR ACCEPTANCE AND EXPIRY DATE

This offer of mortgage loan is duly open for acceptance until the close of business of July 31, 2015 and upon acceptance will remain in effect until September 1, 2015. After that time, this commitment may be revised or withdrawn at our option. Such acceptance is to be accompanied by your cheque for \$9,375.00 in payment of the item noted above.

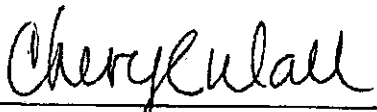
WAIVER OF RECEIPT OF FINANCING OR VERIFICATION STATEMENT

The Debtor(s) hereby waives the right to receive a copy of any Financing Statement or Verification Statement pertaining to any and all Security Agreement(s) that may be required by this Offer to Finance.

ACCEPTANCE SIGNATURES

We are very pleased to have this opportunity of doing business with you.

Yours truly,



Cheryl Wall

Business Advisor

Conexus Business Solutions

Phone: 306-780-1759

Fax: 306-780-1741

Cheryl.wall@conexus.ca



August 9, 2016

Croft Aggregates Limited
PO BOX 445
Lumsden SK S0G 3C0
(Hereinafter called "the Borrower")

Attention: Doug Crofts and Sandra Crofts

Dear Members:

RE: OFFER TO FINANCE

CONEXUS Credit Union 2006 (hereinafter called "Conexus" or "the Credit Union") is pleased to confirm that your application for financing has been approved subject to the following terms and conditions:

PURPOSE

The financing is being provided to the Borrower to assist in funding the following program:

Program

| | |
|---|----------------|
| Reduce Line of Credit from \$4.5MM to \$2.0MM..... | \$2,000,000.00 |
| Cash Injection to Line of Credit (approx. \$2.5MM), Payout Mortgage #2 no pre payment penalty (approx. \$36,000) | |
| Payout Term Loan 9 (approx. \$1.0MM) | \$3,536,000.00 |
| (Hereinafter referred to as the "Program") | |

Also Note:

- Quick Loan 3 - discharging the existing mortgage security
- Mortgage 8 - annual payment of \$93,750.00 to be collected over 3 months

Financing

| | |
|-------------------------------|-----------------------|
| Operating Line of Credit..... | \$2,000,000.00 |
| Term Loan | \$3,536,000.00 |
| TOTAL..... | \$5,536,000.00 |

SPECIFIC LOAN TERMS (Note: Margin conditions removed)

Type: REVOLVING LINE OF CREDIT NUMBER 10538072

Authorized Limit: \$2,000,000.00 (Reduced from \$4,500,000.00)
Note: This will be reduced from the cash injection

Margined: No X Yes _____ - See "Additional Terms"

Interest Rate: Current effective rate of 5.20% calculated at Conexus Prime Rate of Interest as declared from time to time, plus 2.50% per annum (Prime Rate is currently 2.70% per annum).

The Overdraft Rate is posted at the Credit Union and identified in Statements or publications made available to the Member. A certificate signed by a representative of the Credit Union setting forth the applicable Overdraft Rate at any time shall be conclusive evidence as to the said rate.

Repayment: Upon Demand;

Payments of interest only, payable monthly, provided it is also expected that deposits will be made regularly so the Line of Credit fluctuates within the limit.

Security: (To Be Obtained)

- Farm-Business Revolving Line of Credit Agreement (ELF3086) in the amount of \$2,000,000.00
- Certified Copy of Resolution (Re Authorization of Specific Loan) (ELF3174) in the amount of \$2,000,000.00

Security: (As Held)

- Specific Security Agreement (ELF3082) securing Block B Plan 101145115 Ext 13 and NW 6-18-18- W2 Ext 15 registered at Personal Property Registry

SPECIFIC LOAN TERMS

Type: TERM LOAN NUMBER 10538072-10

Purpose: Cash Injection to Line of Credit (approx. \$2.5MM), Payout Mortgage 2 with no prepayment penalty (approx. \$36,000) Payout Term Loan 9 (approx. \$1.0MM)

Amount: \$3,536,000.00

Interest Rate: Current effective rate of 5.20% calculated at Conexus Prime Rate of interest as declared from time to time, plus 2.50% per annum (Prime Rate is currently 2.70% per annum).

Term: 10 years

Repayment: On Demand;

Monthly instalments of Thirty Seven Thousand Seven Hundred and Fifty Five (\$37,755.00) Dollars (Blended Principal and Interest), commencing October 1, 2016.

Each payment to be applied firstly on interest and the balance on principal. Where loans are repayable with interest calculated on the basis of Conexus Prime Rate of Interest plus a percentage (floating rate), instalments may fluctuate according to changes in Prime.

Security (To be Obtained)

- Promissory Note – Floating Interest Rate (ELF3019) in the amount of \$3,536,000.00
- Pre-Authorized Debit (PAD) Agreement (A-194)
- Certified Copy of Resolution (Re Authorization of Specific Loan) (ELF3174) in the amount of \$3,536,000.00
- Specific Security Agreement (ELF3082) securing property to be registered at Personal Property Registry
- 2nd Registered Mortgage (Prov of Sask – The Land Titles Act (ELF3093)) in the amount of \$3,536,000.00 against the property known as RM of Corman Park No 344 (legally described as NE Sec 15, Twp 139 Rge 5 W of 3rd)
- 2nd Registered Mortgage (Prov of Sask – The Land Titles Act (ELF3093)) in the amount of \$3,536,000.00 against the property known as RM of Corman Park No 344 (legally described as NE Sec 3, Twp 35 Rge 4 W of 3rd)
- Assignment of Rents registered on title

Common Security: (To be Obtained for Line of Credit and Term Loan)

- AMENDMENT to 2nd Registered Mortgage (Prov of Sask – The Land Titles Act (ELF3093)) in the amount of \$3.5MM to \$15.0MM against the property known as NW 06-18-18-W2 Ext 15 and Parcel B Plan 10114511 (Present/Future Collateral Mortgage)
(Note: This mortgage is currently registered behind Conexus Mortgages in the amount of \$240,000 and \$168,914, however we will be discharging the \$240,000 as it will be getting paid out.)
- AMENDMENT to 2nd Registered Mortgage (Prov of Sask – The Land Titles Act (ELF3093)) in the amount of \$1,875,000.00 to \$15.0MM against the property known as RM of Edenwold as NE 06-18-18-W2 (Present/Future Collateral Mortgage)
- Assignment of Rents registered on title
- Guarantee And Postponement of Claim (ELF3179) in the amount of \$ UNLIMITED signed by Doug Crofts
- Guarantee And Postponement of Claim (ELF3179) in the amount of \$ UNLIMITED signed by Sandra Crofts
- All other documentation as deemed necessary from our legal counsel

Security: (As Held for Entire Account)

- Certified Copy of Resolution (Borrowing of Money) (ELF3175)
- Business/Other Entity - Beneficial Ownership and Identification Records (AML 313.01)
- General Security Agreement (ELF3084) securing all present and after acquired assets of the Borrower, as registered at Personal Property Registry

SPECIFIC LOAN TERMS (Note: Security released)

Type: QUICK LOAN NUMBER 10538072-03

Purpose: Discharge existing mortgage

**Authorized
Limit:** \$600,000.00

Financing: As long as there is an available limit on the credit facility, Conexus will finance 75% of equipment purchase as evidence by invoices.

Interest Rate: Current effective rate of 5.70% calculated at Conexus Prime Rate of interest as declared from time to time, plus 3.00% per annum (Prime Rate is currently 2.70% per annum).

Term: 5 years (Based on new loan amount and balance outstanding)

Advance Fee: \$150.00 per advance

Repayment: On Demand;

Current Monthly instalments of Eleven Thousand Four Hundred and Fifty Three 14/XX (Fully utilized payment) (\$11,453.14) Dollars (Blended Principal and Interest), next payment August 1, 2016.

Each payment to be applied firstly on interest and the balance on principal. Where loans are repayable with interest calculated on the basis of Conexus Prime Rate of Interest plus a percentage (floating rate), instalments may fluctuate according to changes in Prime.

Security: (As Held)

- Quick Loan Agreement (ELF3098) in the amount of \$600,000.00 dated April 6, 2009
- Certified Copy of Resolution (Re Authorization of Specific Loan) (ELF3174) in the amount of \$600,000.00
- General Security Agreement (ELF3084) securing all present and after acquired assets of the Borrower, as registered at Personal Property Registry
- Guarantee And Postponement of Claim (ELF3179) in the amount of \$600,000.00 signed by Doug Crofts with INDEPENDENT LEGAL ADVICE/ACKNOWLEDGEMENT OF GUARANTEE

- Guarantee And Postponement of Claim (ELF3179) in the amount of \$600,000.00 signed by Sandra Crofts with INDEPENDENT LEGAL ADVICE/ACKNOWLEDGEMENT OF GUARANTEE

Security: (To be Discharged)

- 1st Registered Mortgage (Prov of Sask – The Land Titles Act (ELF3093)) in the amount of \$200,000.00 against RM of Longlaketon No 219 property known as SE 17-24-20 W2nd
- Assignment of Rents registered on title

SPECIFIC LOAN TERMS (Note: See Repayment)

Type: MORTGAGE LOAN NUMBER 10538072-08

Purpose: Monthly interest payments along with Annual Payments of \$93,750.00 to be collected over 3 month period beginning October 30, 2016.

Yearly Payments: October 30 -\$31,250.00
 November 30 -\$31,250.00
 December 30 -\$31,250.00

Condition: If additional aggregates over 100,000 cubic metre or approx. 200,000 tonnes are removed from the Schick Pit than they are required to pay Conexus/BDC each \$1.00/cubic metre. If this comes into place then Conexus won't be charging a pre-payment penalty as this could effect our security.

Amount: \$1,875,000.00

Term: 20 years

Amortization: 20 years

Loan Type: Open / Closed

If a Closed Mortgage - Prepayment of the mortgage prior to the expiration of the term for whatever reason (including sale) will be subject to a penalty in accordance with the prepayment schedule set out on pages following.

If an Open Mortgage - Prepayment of the mortgage prior to the expiration of the term for any reason (including sale) will be permitted.

Repayment: 1 year closed at Prime Plus 2.00% (Maturing September 1,2016)

- Monthly Interest Only
- Annual Payments of \$93,750.00 to be collected over 3 month period beginning October 30, 2016.

Yearly Payments: October 30 - \$31,250.00
 November 30 - \$31,250.00
 December 30 - \$31,250.00

Each payment to be applied firstly on interest and the balance on principal. Where loans are repayable with interest calculated on the basis of Conexus Prime Rate of Interest plus a percentage (floating rate), instalments may fluctuate according to changes in Prime.

Property Taxes:

- Property Taxes are the responsibility of the mortgagor. Annual confirmation evidencing taxes paid in full must be forwarded to Conexus Credit Union located at Regina- Central. If an Annual Statement is not provided a search will be performed and any costs charged/capitalized to the borrower.

Additional

Terms: See Schedule "B"

Security: (As Held)

- 1st Registered Mortgage (Prov of Sask – The Land Titles Act (ELF3093)) in the amount of \$1,875,000.00 against the property known as NE 6-18-18- W2nd
- Certified Copy of Resolution (Re Authorization of Specific Loan) (ELF3174) in the amount of \$1,875,000.00
- Assignment of Rents registered on title
- Specific Security Agreement (ELF3082) securing property registered at Personal Property Registry.
- Guarantee And Postponement of Claim (ELF3179) in the amount of \$1,875,000.00 signed by Doug Crofts with Independent Legal Advice (ILA)
- Guarantee And Postponement of Claim (ELF3179) in the amount of \$1,875,000.00 signed by Sandra Crofts with Independent Legal Advice (ILA)

PROPERTY/LIABILITY INSURANCE

The Borrower will be required to insure its real and personal property to the full extent of their insurable value against hazard in respect of which it is usual to insure in its business, with loss under such policies of insurance to be firstly payable to Conexus. Certified copies of the insurance policies are to be provided to Conexus.

No funds will be disbursed until all the insurance and assignments have been received, reviewed and accepted by Conexus Credit Union.

LIFE / DISABILITY / CRITICAL ILLNESS INSURANCE

Life/Disability/Critical Illness Insurance may be purchased, through Conexus Credit Union, for all individuals /shareholders or guarantors of the subject financing.

GUARANTEES

The performance of the Borrower's obligations must be jointly and severally unconditionally guaranteed by the Shareholders of the Borrower. The guarantors are to provide Conexus with personal net worth statements annually and whenever requested by Conexus and execute a Guarantee and Postponement of Claim in favour of Conexus.

The guarantors acknowledge and agree that the Credit Union may share information with the Applicant(s) where, in the opinion of the Credit Union, any change in the information affects the ability to collect the loan.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

DISBURSEMENT OF LOAN

The following shall govern the disbursement of the loan:

- (1) The disbursement of this loan shall be conditional upon:
The execution, delivery and registration of the security outlined in this letter in form and terms acceptable to Conexus and its legal counsel; and
- (2) Any financing in addition to the amount of the loan herein required to complete the program must be paid into the Borrower and the same expended as applicable prior to the disbursement of this loan, and that evidence of same be furnished to the satisfaction of Conexus.
- (3) Conexus will disburse the loan proceeds at such time as it views appropriate provided same is in accordance with the program.
- (4) Unless otherwise stated, Conexus shall require a minimum of three full business days' prior written notice for each disbursement.

CONDITIONS AND COVENANTS OF BORROWER

The conditions and covenants of the Borrower as set forth on Schedule "A" attached hereto form part of and are incorporated into this offer.

EVENTS OF DEFAULT

Any default of the terms and conditions of this offer, once accepted, or the terms and conditions of the security taken for the loan, shall constitute an Event of Default, entitling Conexus to demand payment of all sums owing to Conexus, including interest, and realize on all security taken for the loan.

Without limiting the generality of the foregoing, the Borrower shall be considered in default if:

1. There occurs, in the sole opinion of Conexus:
 - a) A material change in risk or an adverse change in the financial condition of the Borrower;

- b) An unacceptable change in ownership;
 - c) Legal implications detrimental to the affairs of the Borrower.
2. The Borrower is in default under any prior or subsequent loan.

REVIEW

Without limiting Conexus' right to make demand for payment at any time, all loans and Lines of Credit will be subject to review from time to time at Conexus' discretion and at least annually.

The next annual review will be due July 1, 2017.

LEGAL DOCUMENTATION AND EXPENSES

The Security Documents (at the option of Conexus) will be prepared by our solicitor, **Greg Pinch of KMP Law Firm** in a form necessary to protect the interest of Conexus and are not limited to the security documentation outlined. All legal fees, together with all expenses required to register and/or perfect our priority, will be the responsibility of the Borrower, whether the loan is completed or not. Such fees are payable by the Borrower in addition to any processing, application or administration fees payable to Conexus and may be paid by Conexus from the loan proceeds.

NON-ASSIGNMENT OF OFFER

This offer shall not be assigned, transferred or otherwise disposed of without Conexus' prior written consent.

WAIVER OF RECEIPT OF FINANCING OR AMENDMENT STATEMENTS:

The Debtor hereby waives the right to receive a copy of any Financing Statement or Verification Statement pertaining to such security agreement(s).

REPRESENTATIONS AND WARRANTIES

This approval is based upon and is subject to the accuracy of information furnished in connection with the application for this loan or loans. If at any time before the final advance of funds there is or has been any material discrepancy, inaccuracy, or misstatement in any written information, statements or representations at any time made or furnished to us by you or on your behalf concerning the Program or your financial condition and responsibility, Conexus shall be entitled, forthwith, to withdraw and cancel our obligations hereunder or decline to advance further funds, as the case may be, and to declare any monies then advanced, with interest, to be forthwith due and payable.

MATERIAL CHANGES

Acceptance of this offer letter provides full and sufficient acknowledgement that if, in the opinion of Conexus, any material change in risk or adverse change in the financial condition of the Borrower occurs, or if the Borrower has failed to comply with any of the conditions outlined herein, this shall constitute default, and at the sole discretion of Conexus, any amount outstanding may become due and payable on demand, notwithstanding the form or style of the evidence of debt and any commitments by Conexus outlined in this letter may be withdrawn or cancelled.

NON-MERGER

The provisions and terms of this offer, shall survive the preparation, execution, and registration of the security for the loan and the funding herein contemplated. There shall be no merger of these provisions with the security granted by the Borrower.

COLLECTIONS AND USE OF INFORMATION

In applying for a loan, **the Borrower** acknowledges the Credit Union will be collecting and gathering personal, financial and credit information from and about **the Borrower** (Information) to:

- (i) obtain credit reports and evaluate **the Borrower's** credit rating and credit worthiness;
- (ii) determine **the Borrower's** financial situation and make decisions about loan or credit applications;
- (iii) administer, monitor and service **the Borrower's** account and collect **the Borrower's** loan;
- (iv) administer and manage security and risk in relation to **the Borrower's** loan and any of **the Borrower's** accounts and the financial services provided to **the Borrower**;
- (v) comply with legal, security and regulatory requirements;
- (vi) assist in dispute resolution;
- (vii) understand **the Borrower's** needs and eligibility for products or services;
- (viii) offer and provide **the Borrower's** with the other products and services of the Credit Union and of its affiliates and service suppliers.

It is understood the Credit Union requires and may use **the Borrower's** Social Insurance or Business Number as may be applicable as an aid to identify **the Borrower** with credit bureaus and other financial institutions for credit matching purposes or for income tax reporting purposes. **It is further understood** that the provision of my Social Insurance Number for credit matching purposes is optional and is not a condition of service.

It is understood that the Credit Union needs **the Borrower's** consent to collect, use and disclose Information gathered about **the Borrower** except when the law allows the Credit Union to do so without **the Borrower's** consent. For that purpose, **the Borrower** authorizes, consents to, and accepts this as written notice of the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information about **the Borrower** at any time for the purposes described including from or with any credit bureau, government agency, credit grantor or other entity in possession of such Information and **the Borrower** specifically directs and authorizes such entities to provide Information at the Credit Union's request. The Credit Union is also authorized to continually update, obtain and use Information at any time in connection with **the Borrower's** loans, including enforcement purposes. The Credit Union may share and exchange information with any guarantor of the loan or any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of this loan. The Credit Union may use this Information for so long as it is needed for the purposes described. I/we understand that **the Borrower** can ask the Credit Union to stop using the Information to offer other products or services at any time.

It is understood that **the Borrower** may ask the Credit Union to stop using **the Borrower's** Social Insurance Number for credit matching purposes at any time. **It is understood** it is necessary to keep my Information current and **the Borrower** agrees to notify the Credit Union of any changes in **the Borrower's** Information.

For the purpose of this authorization, Credit Union affiliates and service suppliers mean Credit Union affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including, but not limited to, deposits, financing arrangements, credit, charge and payment card services, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, educational and consulting services.

To assist in providing financial services, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

If the Borrower is a US citizen or US person, the Borrower understands the Credit Union may be required to disclose the Borrower's information to the Canada Revenue Agency ("CRA") and CRA may share and exchange the Borrower's information with the United States Internal Revenue Service.

PROCESSING AND ADMINISTRATION FEES

All commercial credits are subject to the following charges (subject to change without notice):

Fees Relating to Conexus Credit Union Loans:

Application Fee - \$12,500.00

Monthly Administration Fee - \$250.00 (to be collected on the 20th day of each month)

Note: Reduced from \$350.00

Annual Review Fee - \$750.00 (plus out-of-pocket costs)

Note: Waived this year only

Late receipt of Annual Financial Statement -

\$150.00 First Month

\$150.00 Each subsequent month

Credit Excess/Overdraft Fee -

In the event, at the sole and absolute discretion of Conexus, any cheque(s) or withdrawal(s) is honoured such that an overdraft of the authorized limit occurs, the account will be subject to a minimum fee of \$5.00 per item, plus interest at 21% per year.

All security registration, maintenance and reviewing costs, including Land Titles and PPSA Searches are the responsibility of the Borrower.

CONFIDENTIALITY AND EXCLUSIVE USE

This Offer is considered confidential, and for the sole use and benefit of Conexus and the parties herein and may not be provided to, used or relied upon by any third party without the written consent of Conexus.

ELECTRONIC SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

OFFER OF FINANCING

This offer to finance is open for acceptance until **August 24, 2016**. Failure to provide Conexus with your signed acceptance on the attached copy of this letter by the above date will make this offer null and void. Acceptance of this offer authorizes Conexus to provide the Borrower's Accountant with a copy of this "Offer to Finance", and also constitutes our authority to instruct our Solicitors to prepare the necessary documentation.

Yours truly,



Derek Hoffman
Business Advisor
Conexus Business Solutions
Phone: 306-751-1511
Fax: 306-780-1741
Email: derek.hoffman@conexus.ca

DH/lk

ACCEPTANCE:

I/we hereby acknowledge and agree to the terms and conditions contained herein, this _____ day of _____, 2016.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

Affix Corporate
Seal Here

Croft Aggregates Limited

By: 
(Officer of Corporation)

By: 
(Officer of Corporation)

ELECTRONIC DISCLOSURE STATEMENTS, NOTICES AND RENEWALS

(Initial if applicable)

~~I/We request the Credit Union deliver, and I/we consent to receive loan and disclosure statements, notices and renewals relating to my/our loans electronically. By consenting to receive such statements, notices and renewals electronically, I/we acknowledge that I/we will no longer receive paper statements, notices and renewals relating to my/our loans and accounts. Electronic statements received online only will be available online for a limited time from the statement date. Should I/we require a permanent record I/we will print or save a copy of any statements I/we require.~~

AGREEMENT OF GUARANTOR

In consideration of the Credit Union granting the loan applied for herein to the Applicant(s), I/We hereby guarantee repayment of the said loan, in accordance with the terms established for repayment including any amendment to the loan or extension of time for payment and agree to execute a Guarantee in favour of the Credit Union, and to be bound by all terms and conditions set out in this application and in the Guarantee.

I/We acknowledge the Quick Loan is a revolving or cyclical credit loan with the terms set out in a Quick Loan Agreement. I/We acknowledge and agree that my/our guarantee will apply and extend to all advances made under this Quick Loan without any further consent or agreement from me/us. My/Our obligation as Guarantor will continue to apply to the entire credit limit even where the credit limit is amended or renewed on different terms including different or increasing interest rates than the interest rate specified in this Offer to Finance.

In providing a Guarantee to the Credit Union in connection with the loan applied for, I/we acknowledge that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about me/us to:

- (i) obtain credit reports and evaluate my credit rating and credit worthiness;
- (ii) determine my financial situation and make decisions about said loan;
- (iii) administer, monitor and service my account and collect the said loan;
- (iv) comply with legal, security and regulatory requirements.

I/we acknowledge and agree that the Credit Union may share Information with the Applicant(s) where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan. To the extent necessary I/we hereby consent to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about me/us for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes.

I understand the Credit Union requires and may use my Social Insurance or Business Number as may be applicable as an aid to identify me/us with credit bureaus and other financial institutions for credit matching purposes. I/we also understand that the provision of my Social Insurance Number for credit matching purposes is optional and is not a condition of service. I/we also understand that I/we may ask the Credit Union to stop using my/our Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

And I/we further agree if payment is not made as provided, to pay liquidate damages and taxable costs as detailed in the application herein. I/we further agree to execute in favour of and deliver to the Credit Union the following additional security for the repayment of the loan:

| NAME OF GUARANTOR | ADDRESS OF GUARANTOR |
|-------------------|--------------------------------|
| Doug Crofts | 185 7th Ave Lumsden SK S0G 3C0 |
| Sandra Crofts | 185 7th Ave Lumsden SK S0G 3C0 |

PERSONAL GUARANTOR(S):

I/we, the undersigned, as Guarantor(s) declare that I(we) have examined the terms and conditions of this offer, and acknowledge that my(our) liability as guarantor(s) extends to and includes the terms and conditions for repayment of the loan, as provided for herein, this 12 day of August, 2016.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

WITNESSES:

Val Nugent
Val Nugent

Signature of Guarantor (s)

Doug Crofts
 Doug Crofts
Sandra Crofts
 Sandra Crofts

SCHEDULE "A"
UNDERLYING CONDITIONS AND COVENANTS OF BORROWER

All covenants and agreements herein shall remain in force for the benefit of Conexus at all times. Any alteration must be approved by Conexus in writing.

The Borrower, by accepting this Offer, covenants and agrees with Conexus as follows:

TO pay the loan, including all principal and interest, in the manner and on the terms and conditions set forth above, and to observe and perform all of the terms and conditions set forth in this agreement, and in the security taken for the loan.

TO well and truly keep, preserve and perform and fulfil all terms, covenants, conditions, provisos and agreements contained herein, and in the security taken for the said loan, as well as all covenants, provisos, conditions and terms of any agreement taken herewith.

ON loans repayable on a floating rate basis, instalment payments may fluctuate according to changes in the Prime Rate of Interest as declared by Conexus from time to time, and agrees to pay the adjusted and fluctuating payments upon notice from Conexus. The Borrower also authorizes Conexus to adjust automatic debits to reflect the changes in the Prime Rate of Interest from time to time.

TO not make or incur capital expenditures in any fiscal year in excess of a total of \$150,000.00.

TO carry on its regular banking business with Conexus.

TO deliver to Conexus such financial and other information as Conexus may reasonably request from time to time, including but not limited to the following:

- **REVIEW ENGAGEMENT REPORT (UNAUDITED) Annual Financial Statements of the Borrower within 90 days after the fiscal year end;**
- Any other information that may be required from the Borrower's Accountant, including a Year End Inventory Audit Certificate.

IN the event the requirements are not complied with, that Conexus at its discretion, may apply charges as specified in this letter under the processing and administration fees.

TO not change or alter its capital structure, create any subsidiary, amalgamate, consolidate or merge with any other company.

TO not declare or pay dividends on its capital stock or redeem any shares or securities.

TO not make advances or loans to or investments in or give any guarantee on behalf of any company, person or firm.

TO not pay any principal or interest on any loan made to it by any shareholder and/or associated company.

TO not change the general nature of the business.

TO not create or assume any additional indebtedness, outside the normal trade credit of the business.

TO not sell, remove, lease or agree to lease, or otherwise dispose of any part of the machinery, equipment, fixtures and chattels forming part of the assets charged to Conexus.

TO promptly notify Conexus if the Borrower changes its principal place of business, or the location of the inventory or equipment, or the location of the office where it keeps its records respecting the accounts receivable, or acquires other places of business.

THAT no material change may be made in this program without the prior written consent of Conexus.

TO provide Personal Net Worth Statement(s) of the Principal or Principal(s) of the Borrower, as well as that of the Guarantor(s) if any, to the Credit Union as may be requested, but in any event, at least annually.

SCHEDULE "B"
MORTGAGE TERMS AND CONDITIONS

DISBURSEMENT OF FUNDS

Subject to all applicable terms and conditions having been met, mortgage funds will be advanced when we are in receipt of the following.

- a) Executed and registered mortgage interest on terms acceptable to Conexus and its solicitor.
- b) A Security Agreement in a form and containing such conditions as may be required.
- c) A satisfactory opinion from our legal counsel that your title to the property is good and marketable, free and clear of all interests (unless agreed otherwise by us) and as to the security being in accordance with the terms and conditions of this offer.
- d) Evidence satisfactory to us that there is no pending litigation against you, nor has there occurred any event affecting you, which in our reasonable opinion would make it inadvisable to make this advance.
- e) A satisfactory opinion from our legal counsel as to your incorporation, organization and good standing, your power and authority to carry on your business and as to your capacity to enter into the loan. Such opinion is to be supported with and forwarded to our office as part of the documentation package, the following:
 - i. Borrowing Resolution
 - ii. Certificate of Incumbency / Officers, Directors & Shareholders
 - iii. Certificate of Incorporation / Status
 - iv. Articles of Incorporation
- g) The payments are to be made by way of an electronic fund transfer system through an authorized account. A pre-authorized debit form is enclosed which is to be signed and a void cheque on the account in which you want your payments drawn is to be attached and returned with your acceptance.
- h) It shall be further understood that the advance of funds will be subject to our legal counsel preparing the mortgage/deed of loan, and any other security documents, in the opinion of our solicitor to be necessary. Examining the title and reporting everything to be satisfactory and also to our legal counsel being satisfied with all legal aspects of the transaction.

PAYMENT OF INTEREST ADJUSTMENT

The interest adjustment amount shall be calculated from the date of the substantial or full advance to the interest adjustment date and such amount may be withheld from the advance of funds.

GENERAL SECURITY AGREEMENT or SPECIFIC SECURITY AGREEMENT

We are to be furnished with a General Security Agreement OR Specific Security Agreement in a form and containing such conditions as may be required by our solicitor. This Security Agreement will apply to all equipment held in the name of the mortgagor pertaining to the mortgaged premises and without limiting the generality of the foregoing will include all stove, refrigerators, elevators and other moveable equipment necessary to the operation of the building. The mortgagor warrants that this equipment is not leased or being purchased under a conditional sales contract. The Security Agreement is to be perfected

at Personal Property Registry for the duration of the amortization period, with verification provided confirming our 1st priority position.

ASSIGNMENT OF RENTS

Our security shall include a "General Assignment of Rents" payable by all tenants, present and future of the above mentioned land and buildings. The "General Assignment of Rents" is to be registered at the Land Titles Office, on title, with such registration confirmed by way of Certified Copy of Title.

PREPAYMENT SCHEDULE

The Mortgagor shall also have the privilege of, at any time, paying any sum in addition to the sums payable under the Mortgage on account, or in full, of the outstanding Mortgage balance upon payment by way of prepayment penalty of an amount equal to the greater of:

- i. Three months interest at the mortgage interest rate on the amount pre-paid; or
- ii. The interest rate differential amount.

Interest rate differential amount is the difference between the annual interest rate in the Contract and the Credit Union's current posted board rate of interest for a Loan similar to the existing loan, calculated for the remaining term of the Loan.

Contract means the Mortgage or the most recent Amendment or Renewal Agreement, as the case may be.

A Loan similar to the existing loan has a term that is the same as or the next shorter term closest to the remaining term of the existing Loan.

- Where the remaining term is less than one year, the one year closed rate will apply.
- If the existing annual interest rate in the Contract is less than the Credit Union's posted board rate which was in effect at the date of the Contract, a discount equal to that difference will be applied to the Credit Union's current posted board rate before calculating the interest rate differential.

Notwithstanding any additional payment on account of the principal money hereby secured the stipulated instalments of principal and interest as set out in this mortgage or any extension or renewal agreement shall continue to fall due and be payable at the times and in the amount specified.

EXPROPRIATION

The proceeds from any expropriation affecting the whole or part of the property shall be paid to us in priority to the claims of any other party.

CUSTODY OF DOCUMENTS

During the term of the loan, we shall have the right to retain custody of all title documents including leases in respect of the property and insurance policies.

WAIVERS

Any failure by us to exercise any of our rights or remedies hereunder or under the mortgage, deed of loan or other security documents shall not constitute a waiver thereof.

MODIFICATION OF TERMS OF MORTGAGE

Any departure in the final documentation from any term, condition or provision of this offer accepted by you must be subject to our prior approval to become effective and all covenants, agreements, representations and warranties made here shall, to the extent not otherwise so replaced in the final documentation, survive the pay out of the loan and continue in full force and effect until final repayment thereof in principal and interest.

ANNUAL REVIEW / MATURITY REVIEW

Six to eight weeks prior to your anniversary date of each year and maturity when applicable (while any monies remain owing with respect to the mortgage) information will be requested in order to conduct a review on your account.

Application to Amend a Term Loan, Mortgage, or Cyclical Credit Agreement
Crestone Credit Union 2006
(the Credit Union)

Type of Loan: Commercial

LOAN NUMBER: 10538072-03.

Date of Application: October 12, 2017

APPLICANT(S):

Croft Aggregates Limited

GUARANTOR(S):

Sandra Crofts
Doug Crofts

I/we the undersigned hereby request an amendment to the loan; particulars of which are as follows:

Current Balance Outstanding:

| | | |
|--|-------------------|--|
| Principal amount outstanding | 499,833.19 | |
| Outstanding Accrued Interest (if not paid) | 933.93 | |
| Total Loan Applied for | <u>500,767.12</u> | I/we hereby decline insurance coverage _____ (Initials) |

Purpose of Application:

Reduce the Quick Loan Limit from \$600,000 to \$500,000
All other terms and conditions will remain as per Offer to Finance dated April 6, 2009

TIME AND MANNER OF PAYMENT (as set out in the attached amendment agreement)

AS A CONDITION OF THE CREDIT UNION GRANTING THE AMENDMENT REQUESTED I/WE THE UNDERSIGNED APPLICANT(S) JOINTLY AND SEVERALLY COVENANT AND AGREE:

- (1) TO EXECUTE THE ATTACHED AMENDMENT AGREEMENT;
- (2) TO REPAY THE LOAN IN ACCORDANCE WITH THE TERMS OF THE AMENDMENT AGREEMENT;
- (3) THAT ALL OF THE TERMS AND CONDITIONS SPECIFIED IN THE ORIGINAL APPLICATION AND SECURITY DOCUMENTATION SHALL APPLY EXCEPT AS SPECIFICALLY AMENDED IN THE ATTACHED AMENDING AGREEMENT.

COST OF CREDIT DISCLOSURE:

I/WE ACKNOWLEDGE RECEIPT OF THE DISCLOSURE STATEMENT WHICH IS A SEPARATE FORM ACCOMPANYING THIS APPLICATION.

CONSENT TO DELIVERY OF DISCLOSURE STATEMENT:

WHERE THERE IS MORE THAN ONE BORROWER ON THIS LOAN, I/WE CONSENT AND AGREE TO THE CREDIT UNION DELIVERING ALL DISCLOSURE STATEMENTS INCLUDING ANY FUTURE STATEMENT, NOTICE OR OTHER DOCUMENTS REQUIRED TO BE DELIVERED IN RELATION TO THIS LOAN TO ONLY ONE BORROWER.

WAIVER OF ADVANCE DELIVERY OF DISCLOSURE:

IN THE EVENT OF A MORTGAGE LOAN, THE CREDIT UNION IS REQUIRED TO PROVIDE THIS DISCLOSURE STATEMENT AT LEAST TWO BUSINESS DAYS BEFORE I/WE INCUR ANY OBLIGATION OR MAKE ANY PAYMENT TO THE CREDIT UNION IN CONNECTION WITH THE MORTGAGE LOAN. BY SIGNING THIS DOCUMENT I/WE AGREE TO WAIVE THIS REQUIREMENT.

**FARM / BUSINESS
REVOLVING LINE OF CREDIT AGREEMENT**

**CROFT AGGREGATES LIMITED,
PO Box 445
Lumsden, SK S0G 3C0**

("You", "Yours" or "the Borrower")

IN CONSIDERATION OF CONEXUS CREDIT UNION 2006, (the "Credit Union")

agreeing to lend to the Borrower sums of money by way of a revolving line of credit not to exceed the principal sum of

TWO MILLION (\$2,000,000.00) DOLLARS
(the "Authorized Limit")

upon the terms and conditions hereinafter set forth, THE BORROWER COVENANTS AND AGREES WITH THE CREDIT UNION AS FOLLOWS:

INSERT
CREDIT
LIMIT
HERE

1. ADVANCES

Any portion of the line of credit from time to time available to the Borrower may be accessed by the Borrower by issuing orders drawn on the Credit Union, ("cheque" or "cheques") or by any other authorized member initiated debit transaction (all of which shall be considered an advance or a loan to the Borrower on the line of credit subject to the terms of this agreement).

2. ADVANCES NOT TO EXCEED AUTHORIZED LIMIT

Advances are not to exceed the Authorized Limit and the Credit Union is not bound or obliged to honor any cheque or permit any transaction, if by doing so the loan exceeds or would after such payment or transaction exceed the Authorized Limit. If however, the Credit Union in its absolute discretion chooses to do so the amount of such cheque or transaction shall be considered an overdraft and bear interest at the Overdraft Rate. It is expressly understood that the Credit Union shall be under no obligation to honor any such cheque or permit any such transaction and that any decision to allow the same shall be in the sole and absolute discretion of the Credit Union. The Borrower further acknowledges that no agreement either expressed or implied shall separately result from or be implied from any decision by the Credit Union to honor any such cheque or permit any such transaction, and that any such decision shall not in any way affect or prejudice the rights of the Credit Union to thereafter refuse to permit any such transaction or honor any such cheque.

3. INTEREST

The Borrower agrees to pay interest to the Credit Union on all amounts advanced up to the Authorized Limit, as well after as before maturity, default or judgment as follows:

Complete
(a), (b) or
(c)

(a) **Floating Rate of Interest:** at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus 2.5% per annum.

~~(b) **Floating Rate of Interest with Minimum:** at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus _____% per annum provided such rate of interest shall not be less than _____% per annum at any time.~~

At the date of making this agreement the Prime Rate of Interest of the Credit Union is 2.7% per annum.

~~(c) **Fixed Rate of Interest:** at _____% per annum.~~

4. ACCRUAL AND PAYMENT OF INTEREST

All interest accrues daily and is payable on the last day of each and every month during which there are sums outstanding and owing hereunder, provided if interest is not paid as required the Credit Union is hereby authorized and directed to advance such sums on the line of credit as may be required to pay the interest and such advance shall be considered an advance or loan on the terms of this line of credit and shall bear interest at the applicable rate from the date of such advance.

5. OVERDRAFT RATE

If for any reason advances exceed the Authorized Limit at any time the Borrower shall pay interest on all amounts exceeding the Authorized Limit (the "Overdraft Amount") as well after as before maturity, default or judgment at the rate applicable to over-drafts as declared from time to time by the Credit Union (the "Overdraft Rate"). The Overdraft Rate is payable on the Overdraft Amount for so long as the line of credit exceeds the Authorized Limit. The Overdraft Rate is posted at the Credit Union and identified in Statements or publications made available to the Borrower. A certificate signed by a representative of the Credit Union setting forth the applicable Overdraft Rate at any time shall be conclusive evidence as to the said rate.

6. COMPOUND INTEREST ON DEFAULT

On default of payment of any sum to become due for interest at any time appointed for payment compound interest shall be payable thereon, and the sum in arrears for interest from time to time, as well after as before maturity, default and judgment, shall bear interest at the rates aforesaid compounded monthly.

7. NOMINAL RATE

The nominal rate method of interest calculation shall apply to the calculation and payment of interest under this agreement and the Credit Union shall not be deemed to reinvest any interest from time to time received hereunder.

8. ADVANCES AND DEPOSITS

All sums advanced to the Borrower on the line of credit shall be debited to the line of credit and interest shall be charged on all sums from the date of the advance. All sums paid by the Borrower or deposited into the Borrower's line of credit or linked deposit account shall be credited on the date of receipt of funds. Where the line of credit is linked to a deposit account all credits and debits shall be handled by means of electronic funds transfer and to the extent necessary the Borrower hereby authorizes such electronic funds transfer. All deposits and electronic funds transfer to the line of credit are a payment on the line of credit and for the purpose of *The Personal Property Security Act* constitute a debtor initiated payment. If any cheque deposited to the account is subsequently dishonored for any reason, any such payment shall for all purposes be treated as not having been made and interest shall continue to accrue and be recalculated on the full amount of the loan.

9. REPAYMENT

The Borrower agrees to repay all advances on the line of credit together with all interest thereon; *ON DEMAND*. A demand shall terminate any obligation of the Credit Union to make further advances to the Borrower on the line of credit. It is also acknowledged and agreed that the Borrower shall have the right to repay all sums due on the line of credit including interest at any time without notice, bonus or penalty.

10. CONVERSION OF EXISTING LINE OF CREDIT

In the event the Borrower has an existing line of credit which is intended to be replaced by this agreement, the existing line of credit will be converted to and be governed by the terms of this agreement. Everyone who signs this agreement understands and agrees that the present balance owing, as well as any future amounts advanced under this agreement, will be considered to be amounts advanced under this agreement, and agrees to pay all such advances with interest as provided for in this agreement. In addition it is agreed that all terms and conditions set forth in the original security taken for the amounts advanced under the existing line of credit, except as may be amended by this agreement or any other amendment agreement executed in conjunction with this agreement, shall continue in full force and effect and nothing herein is intended to or shall have the effect of discharging, merging, replacing or rendering unenforceable the original security taken for the amounts advanced under the existing line of credit agreement, and all such security shall apply to and secure advances made under this agreement. Any default under this agreement shall be deemed to be a default under the security.

11. TERMINATION

This agreement shall also terminate at the option of the Credit Union:

(a) immediately, **without notice**, if the Borrower is in arrears on any Credit Union loan, becomes insolvent, commits an act of bankruptcy or upon the death of the Borrower

Or

(b) **By notice** to the Borrower indicating the date of termination, provided that the parties agree that the Credit Union shall not in any event, be required to give more than seven (7) days notice of such termination. If the Credit Union gives notice of termination it may restrict advances or require other special arrangements be made in order to continue to honor cheques or allow transactions prior to the date of termination.

On termination all sums owing including interest are immediately due and payable. In the event of non-payment, the Credit Union may realize on all security granted by the Borrower. In any case, the Credit Union shall not be obliged or required to honor any cheque or allow any transaction after the date of termination of this agreement.

12. REVIEW DATE

The Line of Credit may, at the option of the Credit Union, be reviewed at a date specified ("the Review Date") in any application for loan or commitment letter and thereafter as frequently as may be required by the Credit Union. At the Review Date the Credit Union may modify or vary the terms of the Line of Credit, including reducing the Authorized Limit and the Borrower agrees to execute such documents as may be required to give effect to this provision including a new Revolving Line of Credit Agreement or such Amendment or Conversion Agreement as may be required. In the event the Credit Union requires execution of a new Revolving Line of Credit Agreement the balance outstanding on this agreement as well as any future advances shall be treated as and considered to be advances under the new Revolving Line of Credit Agreement and be due and payable in accordance with the terms of the new Revolving Line of Credit Agreement or Amendment Agreement.

13. LIMIT OF AGGREGATE AMOUNT ADVANCED OR REDUCE AUTHORIZED LIMIT

In addition to the rights of the Credit Union at the Review Date the Credit Union shall have the right at any time during the currency of this agreement, by notice to the Borrower, to limit the aggregate amount to be advanced hereunder or to reduce the Authorized Limit. The Credit Union shall also have the right to limit advances as provided for in paragraph 16 hereof.

14. SERVICE OF NOTICES

Unless otherwise specifically stated, service of any notice under this agreement may be made on the Borrower either personally or by forwarding a letter to the Borrower by ordinary post to the address of the Borrower listed in the Credit Union's records. A notice sent by post shall be deemed to have been received by the Borrower forty-eight (48) hours after it was posted.

15. USE OF ADVANCES

The Borrower agrees to use the advances made on the line of credit agreement in accordance with the purposes as represented to the Credit Union on the application for credit.

16. MARGIN LIMITS

Notwithstanding the Authorized Limit, the amount available on the line of credit shall not exceed a sum equal to:

- (a) _____ % of the cost or market value, whichever is the lesser, of all inventory of the Borrower, and/or
- (b) _____ % of the principal amount of all accounts receivable not more than _____ days old.
(the "Margin Limit")

In the event the amount under the line of credit exceeds the Margin Limit, the Borrower shall immediately pay to the Credit Union a sum equal to the excess.

17. FINANCIAL REPORTS

The Borrower shall provide the Credit Union with financial reports showing, among other things, the value of inventory owner and accounts receivable outstanding. The financial reports shall be provided at such times in such manner as the Credit Union may request. Unless the Credit Union shall otherwise advise in writing, the financial reports shall be provided _____. The Borrower agrees to provide such further financial or other reports or information as the Credit Union may require from time to time.

18. LIEN ON SHARES AND DEPOSITS

The Borrower acknowledges that the Credit Union has a lien upon any share held by the Borrower and any amount standing to the credit of the Borrower or his legal representative with the Credit Union for amounts due on the line of credit and that the Credit Union may enforce the lien in any manner and apply any monies to the credit of the Borrower toward payment of the amount due by the Borrower to the Credit Union on the line of credit.

19. SECURITY GRANTED

The security hereby granted by the Borrower together with any substituted security that may be granted by the Borrower to the Credit Union in the future shall be held by the Credit Union as a continuing security for the payment and satisfaction of all debts and liabilities which are now or at any time hereafter due, owing or incurred by the Borrower under this agreement and notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again. The Borrower agrees to execute such additional security documents as may be necessary to give further effect to this provision. Any such documents taken shall be in addition to this agreement and shall not merge with or otherwise affect the enforceability of this agreement. No right or remedy of the Credit Union under this agreement or which the Credit Union may have at law shall be exclusive of or dependent upon any right, remedy or agreement but any one or more of such rights, remedies or agreements may from time to time be exercised independently or in combination. The Borrower shall also agree to deliver forthwith to the Credit Union such additional security as may be required by the Credit Union, from time to time, and in the event of failure by the Borrower to do so, the Credit Union may in its discretion cease or refrain from making further loans or advances to the Borrower under this agreement or limit the aggregate amount to be advanced hereunder or reduce the Authorized Limit.

20. REMEDIES ON DEFAULT

If the Borrower shall make default in payment of the amounts advanced on the line of credit or fail to perform any covenant or condition required herein, the Credit Union shall be entitled to exercise all rights or remedies available to it by law for collection of all sums outstanding herein, including seizure and/or sale of all property pledged as security for this agreement. All monies realized by the Credit Union from any security granted by the Borrower shall be applied in repayment of the amount owing under this agreement. The Borrower shall be liable for and forthwith pay any deficiency remaining after realization of any such security.

21. PROVISIONS SEVERABLE

Each provision of this agreement is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this agreement.

22. ADVANCES THROUGH ERROR

In the event that the Credit Union advances to or for the Borrower sums through error, through any other agreement or other-wise, the terms of this agreement shall apply to such advance unless otherwise agreed.

23. CORPORATE WAIVER OF PROVISIONS

And it is further agreed that the following paragraph applies only if the Borrower is a corporation body, in which case the Borrower also covenants and agrees with the Credit Union:

- (a) That *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in That *The Land Contracts (Actions) Act*, with respect to this agreement;
- (b) That *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this agreement, any charge or other security for the payment of money made, given or created by this agreement or any agreement renewing or extending this agreement and shall in no way limit the rights, powers or remedies of the Credit Union granted herein.

24. APPLICABLE LAW

This agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

25. OBLIGATIONS, JOINT AND SEVERAL

This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors, heirs and assigns. If more than one Borrower executes this agreement, the obligation of each Borrower hereunder shall be joint and several.

26. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

27. HEADINGS AND MARGINAL NOTES

The Borrower covenants and agrees with the Credit Union that the headings and marginal notes are included in this agreement only for convenience, and do not form part of the covenants, provisos and agreements herein contained.

28. ADDITIONAL TERMS AND CONDITIONS

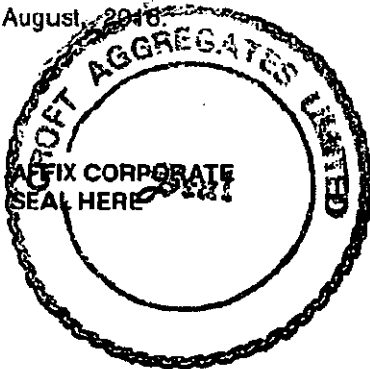
The additional terms and conditions set forth on the Schedule(s) hereto shall form part of and are incorporated into this agreement.

29. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF the Borrower has hereunto signed, sealed and delivered this agreement this 29 day of August, 2018.



CROFT AGGREGATES LIMITED

By: [Signature]
(Officer of Corporation)

By: [Signature]
(Officer of Corporation)

AMENDMENT AGREEMENT - NON-MORTGAGE

P.O. Box 1960, Regina SK S4P 4M1

~~Conexus Credit Union 2006~~

(the "Credit Union")

TO: Croft Aggregates Limited
(the "Borrower(s)")

LOAN NUMBER: 10538072-03

GUARANTOR(S):

Sandra Crofts
Doug Crofts

WHEREAS the Credit Union has lent the sum of \$588,177.09 to the Borrower.

Evidenced and Secured by:
Personal Property Security Agreement dated: April 5, 2004
(the "said loan")

WHEREAS the balance outstanding on the said loan as at October 12, 2017 is the sum of \$500,767.12 including accrued interest which is hereby acknowledged.

WHEREAS the Borrower has applied to have the terms of the said loan amended and the Credit Union has agreed to amend the terms of the said loan on and subject to the following terms and conditions:

NOW THEREFORE, in consideration of the Credit Union agreeing to amend the terms of the said loan, the Borrower acknowledges, covenants and agrees as follows:

1. INTEREST

To pay interest on the said loan, calculated monthly not in advance from and after the 12 day of October, 2017, as well after as before maturity, default or judgment as follows:

FOR REVOLVING OR CYCLICAL CREDIT LOANS:

On all amounts advanced up to the authorized limit:

at the rate of interest equal to the Prime Rate of Interest of the Credit Union declared from time to time, plus 3.0000% per annum

At the date of making this agreement the Prime Rate of Interest of the Credit Union is 3.2000% per annum.

2. REPAYMENT

To pay the said loan, together with interest thereon, as follows:

ON DEMAND; provided until demand shall be made by the Credit Union, the said principal and interest shall be paid: By monthly instalments of \$11,453.14 each, the first payment to be made on November 01, 2017, and a like amount every Month thereafter until February 01, 2055, at which time the total amount owing (inclusive of principal and interest) shall be paid.

Each payment to be applied firstly on interest and the balance on principal. For loans repayable with interest on the floating rate basis (prime plus), the installment payments may fluctuate according to changes in the Prime Rate of Interest of the Credit Union from time to time, and the Borrower agrees to pay the adjusted and fluctuating instalments and authorizes the Credit Union to adjust automatic debits to reflect the changes in the Prime Rate of Interest from time to time.

3. COMPOUND INTEREST ON DEFAULT

On default of payment of any sum to become due for interest at any time appointed for payment compounded interest shall be payable thereon, and the sum in arrears for interest from time to time, as well after as before maturity, default and judgment, shall bear interest at the rates aforesaid compounded monthly.

4. NOMINAL RATE

The nominal rate method of interest calculation shall apply to the calculation and payment of interest under this agreement and the Credit Union shall not be deemed to reinvest any interest from time to time received hereunder.

5. ADVANCES AND DEPOSITS

All sums advanced the Borrower on a revolving or cyclical credit agreement shall be debited to the account and interest shall be charged thereon on the day of any such advance. All sums paid by the Borrower in payment of any advances or deposited in the Borrower's account shall be credited on the date of receipt of funds. All deposits to the account are a payment on the revolving or cyclical credit agreement and for the purpose of The Personal Property Security Act constitute a debtor initiated payment. If any cheques deposited to the account is subsequently dishonoured for any reason, any such payment shall for all purposes be treated as not having been made and interest shall continue to accrue and be recalculated on the full amount of the loan. All such payments and deposits shall be applied and credited firstly on interest owing at the time of payment and the balance on principal.

6. SECURITY HELD AS CONTINUING SECURITY

The security hereby granted by the Borrower together with any substituted security that may be granted by the Borrower to the Credit Union in the future shall be held by the Credit Union as a continuing security for the payment and satisfaction of all debts and liabilities which are now or at any time here after due, owing or incurred by the Borrower under this agreement and notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again. The Borrower agrees to execute such additional security documents as may be necessary to give further effect to this provision. Any such documents taken shall be in addition to this agreement and shall not merge with or otherwise affect the enforceability of this agreement.

7. PERFORMANCE OF TERMS

To observe and perform and fulfill all of the terms, covenants, conditions, provisos, and agreements contained in the said loan, and in any agreement provided as security for the said loan, or to secure repayment of the said loan.

8. NO MERGER

Nothing herein shall in any way create any merger of or alter, affect, discharge or prejudice the security for the said loan, and its enforceability or alter, affect or prejudice the rights and priorities of the Credit Union, all of which rights are hereby reserved as against:

- (a) any surety or guarantor of the payment of the loan or any part thereof;
- (b) any subsequent encumbrance or other person having any interest in or claim upon any property mortgaged, pledged or assigned to the Credit Union;
- (c) the rights or any surety, guarantor, subsequent encumbrancer or other person as against any collateral or additional security which the Credit Union may now or hereafter hold in respect of the said loan or any part thereof.

9. AGREEMENT READ WITH SECURITY

This Agreement shall from the date hereof and without prejudice to the present state of the loan amount, be read and construed with the security therefore, and be treated as part thereof and for such purpose the said security agreements shall be regarded as hereby amended and the said loan and collateral security together with all terms, covenants and provisos thereof as so amended, as well as the Land Titles and Personal Property Security registrations pertaining to the said loan, shall be and continue to be in full force, virtue and effect and secure the amount remaining owing on the said loan. This agreement is intended to operate as an amendment agreement only, and not as a new loan or a novation to the said loan or any collateral security.

10. DEFAULT

Any default under this agreement shall be deemed to be a default under the said loan and collateral security and that upon such default the whole of this principal sum and all other monies payable under the terms of the said loan shall, at the option of the Credit Union, become immediately due and payable and the Credit Union, at its sole option, may enforce all rights and remedies under the said loan and collateral security.

11. NO INCREASE TO LOAN OR CYCLICAL CREDIT AGREEMENT

- (a) In the case of amendment to a term loan, it is acknowledged and agreed that no new money in addition to the money advanced under the said loan has been or will be advanced by the Credit Union to the Borrower as a result of the execution of this agreement.
- (b) In the case of amendments to a Revolving or Cyclical Credit, it is acknowledged that there is no increase to the authorized limit as a result of execution of this agreement, and the advances made hereafter in addition to the previous advances shall bear interest at the rate specified in Paragraph 1 hereof.

12. EXECUTION OF ADDITIONAL DOCUMENTS

The Borrower agrees to execute such further or other documents as may be required by the Credit Union to amend the said loan or any of the collateral security taken, with respect to the amount owing on the said loan.

13. PROVISIONS SEVERABLE

In the event any provision of this agreement is determined to be unenforceable or void by a court of competent jurisdiction, such provision shall be deemed to be severable, and such determination shall solely affect such provision and shall not itself impair or render void or unenforceable the remaining provisions of this agreement.

14. OBLIGATIONS, JOINT AND SEVERAL

This agreement shall enure to the benefit of and be binding upon the parties herein, and their heirs, executors, administrators, successors and assigns, and all obligations and covenants shall be construed as both joint and several and shall enure to the benefit of the Credit Union, and its successors and assigns.

15. PREAMBLE

The Borrower acknowledges and agrees that the Preamble to this agreement is incorporated into and forms part of this agreement.

16. ACKNOWLEDGEMENT AND WAIVER

The Borrower acknowledges having read the terms and conditions herein and having received a copy of this agreement. The Borrower hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or the security held for this agreement or any renewal or discharge thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Borrower with a copy of any such statements or other registration.

17. SECURING CYCLICAL CREDIT AGREEMENT

Where the security secures a Cyclical Credit Agreement, the Borrower acknowledges and agrees: (a) that the security shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the security notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again; and (b) for the purposes of priority of advances as provided under "The Land Titles Acts, 2000", such credit agreements are and shall be considered revolving line of credit arrangements up to a specific principal sum.

18. COLLECTION AND USE OF INFORMATION

The Borrower understands and acknowledges that the Credit Union will be collecting and gathering personal, financial and credit information from and about the Borrower (Information) to:

- (a) obtain credit reports and evaluate the Borrower's credit rating and credit worthiness;
- (b) determine the Borrower's financial situation and make decisions about loan or credit applications;
- (c) administer, monitor and service the Borrower's account and collect the Borrower's loan;
- (d) administer and manage security and risk in relation to the Borrower's loan and any of the Borrower's accounts and the financial services provided to the Borrower;
- (e) comply with legal, security and regulatory requirements;
- (f) assist in dispute resolution;
- (g) understand the Borrower's needs and eligibility for products or services;
- (h) offer and provide the Borrower with the other products and services of the Credit Union and of its affiliates and service suppliers;

The Borrower understands the Credit Union requires and may use the Borrower's Social Insurance or Business Number as may be applicable as an aid to identify the Borrower with credit bureaus and other financial institutions for credit matching purposes or for income tax reporting purposes. The Borrower also understands that the provision of the Borrower's Social Insurance Number for credit matching purposes is optional and is not a condition of service.

The Borrower understands that the Credit Union needs my consent to collect, use and disclose Information gathered about the Borrower except when the law allows the Credit Union to do so without the Borrower's consent. For that purpose, the Borrower authorizes, consents to, and accepts this as written notice of the Credit Union obtaining, gathering, updating, disclosing, sharing or exchanging such Information about the Borrower at any time for the purposes described including from or with any credit bureau, government agency, credit grantor or other entity in possession of such Information and the Borrower specifically directs and authorizes such entities to provide Information at the Credit Union's request. The Credit Union is also authorized to continually update, obtain and use Information at any time in connection with the Borrower's loans, including enforcement purposes. The Credit Union may share and exchange information with any guarantor of the loan. The Credit Union may use this Information for so long as it is needed for the purposes described. The Borrower understands that the Borrower can ask the Credit Union and its affiliates or service suppliers to stop using the

Information to offer other products or services at any time.

The Borrower also understands that the Borrower may ask the Credit Union to stop using the Borrower's Social Insurance Number for credit matching purposes at any time. The Borrower understands it is necessary to keep the Borrower's Information current and the Borrower agrees to notify the Credit Union of any changes in the Borrower's Information.

For the purpose of this authorization, Credit Union affiliates and service suppliers mean Credit Union affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including, but not limited to, deposits, financing arrangements, credit, charge and payment card services, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, educational and consulting services.

To assist in providing financial services, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

19. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

20. ADDITIONAL AMENDMENT TO LOAN OR SECURITY

That the said loan and security be further amended as provided on Schedule "A" hereto.

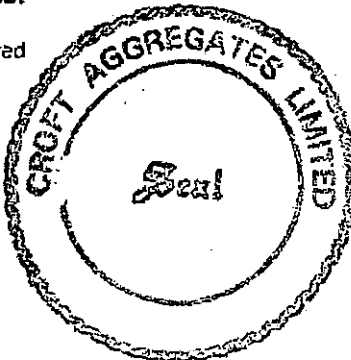
IN WITNESS WHEREOF, the Borrower has signed, sealed and delivered this agreement, this 12 day of October, 2017.

THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND USE OF SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

CORPORATION (Seal is to be Affixed): Croft Aggregates Limited

C.S. By: [Signature]
(Officer of Corporation)

C.S. By: [Signature]
(Officer of Corporation)



GUARANTOR

ACKNOWLEDGEMENT OF GUARANTOR(S)

The Undersigned Guarantor(s):

1. Acknowledge(s) the Borrower has applied to amend the terms of the loan;
2. Agree(s) that the guarantee applies and extends to the said loan as amended;
3. Consent(s) to the amendment to the said loan as forth in this agreement.

* DATED AT Peoria, Ill this 31 day of October, 2017

GUARANTOR SIGNATURES (INDIVIDUAL)

SIGNATURE GUARANTOR

X Sandra Crofts Sandra Crofts

X Doug Crofts Doug Crofts

SCHEDULE "A" TO AMENDMENT AGREEMENT - NON-MORTGAGE

This schedule forms part of and is incorporated into the Amendment Agreement - Non-Mortgage dated the 12 day of October, 2017.

PART A

(Complete if adding or changing paragraph in the Security Agreement or adding security to Security Agreement)

NO CHANGES

PART B

(Complete if specific collateral to be exchanged in Security Agreement) eg. exchanging specific vehicles

NO CHANGES

PART C

(Complete if Security to be substituted) eg. Equipment for Accounts Receivable

NO CHANGES

AMENDMENT AGREEMENT - MORTGAGE

**P.O. Box 1960, Regina SK S4P 4M1
Conexus Credit Union 2006
(the "Credit Union")**

**TO: Croft Aggregates Limited
(the "Borrower(s), "You" or "your")**

MORTGAGE LOAN NUMBER: 10538072-08

GUARANTOR(S):

**Sandra Crofts
Doug Crofts**

WHEREAS the Credit Union has lent the sum of \$1,875,000.00 to the Borrower.

**Evidenced and Secured by:
Mortgage dated: August 26, 2015.
Loan Application dated: August 13, 2015.
Personal Property Security Agreement dated: August 26, 2015
and Loan Application dated: June 15, 2018.**

The Mortgage or Mortgage and Charge Upon Lands covers the following lands:

Section:6 Township:18 Range:18 Meridian:W2

(the "Mortgage")

WHEREAS the balance outstanding on the said mortgage as at June 15, 2018 is the sum of \$1,690,980.48 including accrued interest which is hereby acknowledged.

WHEREAS the Borrower has applied to have the terms of the said loan amended and the Credit Union has agreed to amend the terms of the said loan on and subject to the following terms and conditions:

NOW THEREFORE, in consideration of the Credit Union agreeing to amend the terms of the said loan, the Borrower acknowledges, covenants and agrees as follows:

1. INTEREST

To pay interest on the said loan, calculated semi-annually not in advance from and after the 15 day of June, 2018, as well after as before maturity, default or judgment as follows:

FOR TERM LOANS:

at the rate of interest equal to the Prime Rate of interest of the Credit Union declared from time to time, plus 2.0000% per annum

At the date of making this agreement the Prime Rate of interest of the Credit Union is 3.4500% per annum.

2. REPAYMENT

To pay the said loan, together with interest thereon, as follows:

ON DEMAND; provided until demand is made by the Credit Union, interest shall be paid monthly, the first instalment of interest to be made on July 01, 2018, and thereafter every Month, such payments to continue until September 01, 2035, at which time the total amount owing (inclusive of principal and interest) shall be paid.

Except as otherwise expressly agreed to by the Credit Union all payments or deposits shall be applied and credited firstly to interest and the balance to principal.

3. COMPOUND INTEREST ON DEFAULT

On default of payment of any sum to become due for interest at any time appointed for payment compounded interest shall be payable thereon, and the sum in arrears for interest from time to time, as well after as before maturity, default and judgment, shall bear interest at the rates aforesaid compounded monthly.

4. NOMINAL RATE

The nominal rate method of interest calculation shall apply to the calculation and payment of interest under this agreement and the Credit Union shall not be deemed to reinvest any interest from time to time received hereunder.

5. ADVANCES AND DEPOSITS

All sums advanced the Borrower on a revolving or cyclical credit agreement shall be debited to the account and interest shall be charged thereon on the day of any such advance. All sums paid by the Borrower in payment of any advances or deposited in the Mortgagor's account shall be credited on the date of receipt of funds. All deposits to the account are a payment on the revolving or cyclical credit agreement and for the purpose of The Personal Property Security Act constitute a debtor initiated payment. If any cheques deposited to the account is subsequently dishonoured for any reason, any such payment shall for all purposes be treated as not having been made and interest shall continue to accrue and be recalculated on the full amount of the loan. All such payments and deposits shall be applied and credited firstly on interest owing at the time of payment and the balance on principal.

6. SECURITY HELD AS CONTINUING SECURITY

The security hereby granted by the Borrower together with any substituted security that may be granted by the Borrower to the Credit Union in the future shall be held by the Credit Union as a continuing security for the payment and satisfaction of all debts and liabilities which are now or at any time here after due, owing or incurred by the Borrower under this Agreement and notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again. The Borrower agrees to execute such additional security documents as may be necessary to give further effect to this provision. Any such documents taken shall be in addition to this Agreement and shall not merge with or otherwise affect the enforceability of this Agreement.

7. PERFORMANCE OF TERMS

To observe and perform and fulfil all of the terms, covenants, conditions, provisos, and agreements contained in the said loan, and in any agreement provided as security for the said loan, or to secure repayment of the said loan.

8. NO MERGER

Nothing herein shall in any way create any merger of or alter, affect, discharge or prejudice the security for the said loan, and its enforceability or alter, affect or prejudice the rights and priorities of the Credit Union, all of which rights are hereby reserved as against:

- (a) any surety or co-covenantor or guarantor of the payment of the said loan or any part thereof;
- (b) any subsequent encumbrance or other person having any interest in or claim upon any property mortgaged, pledge or assigned to the Credit Union;
- (c) the rights or any surety, co-covenantor, guarantor, subsequent encumbrancer or other person as against any collateral or additional security which the Credit Union may now or hereafter hold in respect of the said loan or any part thereof.

9. AGREEMENT READ WITH SECURITY

This Agreement shall from the date hereof and without prejudice to the present state of the loan amount, be read and construed with the security therefore, and be treated as part thereof and for such purpose the said security agreements shall be regarded as hereby amended and the said loan and collateral security together with all terms, covenants and provisos thereof as so amended, as well as the Land Titles and Personal Property Security registrations pertaining to the said loan, shall be and continue to be in full force, virtue and effect and secure the amount remaining owing on the said loan. This Agreement is intended to operate as an amendment agreement only, and not as a new loan or a novation to the said loan or any collateral security.

10. SECTION 10 OF THE INTEREST ACT

Where the amendment extends the term of the said loan, for the purposes of Section 10 of the "Interest Act" the date of the Mortgage is deemed to be the date of this agreement.

11. DEFAULT

Any default under this Agreement shall be deemed to be a default under the said loan and collateral security and that upon such default the whole of this principal sum and all other monies payable under the terms of the said loan shall, at the option of the Credit Union, become immediately due and payable and the Credit Union, at its sole option, may enforce all rights and remedies under the said loan and collateral security.

12. NO INCREASE TO LOAN OR CYCLICAL CREDIT AGREEMENT

- (a) In the case of amendment to a term loan, it is acknowledged and agreed that no new money in addition to the money advanced under the said loan has been or will be advanced by the Credit Union to the Borrower as a result of the execution of this Agreement.

- (b) In the case of amendments to a Cyclical Credit agreement, it is acknowledged that there is no increase to the authorized limit as a result of execution of this agreement, and the advances made hereafter in addition to the previous advances shall bear interest at the rate specified in Paragraph 1 hereof.

13. EXECUTION OF ADDITIONAL DOCUMENTS

The Borrower agrees to execute such further or other documents as may be required by the Credit Union to amend the said loan or any of the collateral security taken, with respect to the amount owing on the said loan.

14. PROVISIONS SEVERABLE

In the event any provision of this Agreement is determined to be unenforceable or void by a court of competent jurisdiction, such provision shall be deemed to be severable, and such determination shall solely effect such provision and shall not itself impair or render void or unenforceable the remaining provisions of this Agreement.

15. OBLIGATIONS, JOINT AND SEVERAL

This Agreement shall enure to the benefit of and be binding upon the parties herein, and their heirs, executors, administrators, successors and assigns, and all obligations and covenants shall be construed as both joint and several and shall enure to the benefit of the Credit Union, and its successors and assigns.

16. PREAMBLE

The Borrower acknowledges and agrees that the Preamble to this agreement is incorporated into and forms part of this agreement.

17. ACKNOWLEDGEMENT AND WAIVER

The Borrower acknowledges having read the terms and conditions herein and having received a copy of this Agreement. The Borrower hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this Agreement or the security held for this Agreement or any renewal or discharge thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Borrower with a copy of any such statements or other registration.

18. SECURING CYCLICAL CREDIT AGREEMENT

Where the security secures a Cyclical Credit Agreement, the Borrower acknowledges and agrees: (a) that the security shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the security notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again; and (b) for the purposes of priority of advances as provided under The Land Titles Act, such credit agreements are and shall be considered revolving line of credit arrangements up to a specific principal sum.

19. COLLECTION AND USE OF INFORMATION

The Borrower understands and acknowledges that the Credit Union will be collecting and gathering personal, financial and credit information from and about the Borrower (Information) to:

- (a) verify and/or authenticate the Borrower's identity;
- (b) obtain credit reports and evaluate the Borrower's credit rating and credit worthiness and check references;
- (c) better understand the Borrower's financial situation and make decisions about loan or credit applications;
- (d) administer, monitor and service the Borrower's account and collect the Borrower's loan;
- (e) administer and manage security and risk in relation to the Borrower's loan and any of the Borrower's accounts and the financial services provided to the Borrower;
- (f) comply with legal, security and regulatory requirements;
- (g) assist in dispute resolution;
- (h) better understand the Borrower's needs and eligibility for products or services and manage the Borrower's relationship with the Credit Union;
- (i) conduct research and surveys to assess the Borrower's satisfaction with the Credit Union, its products and services;
- (j) offer and provide the Borrower with the other products and services of the Credit Union and of its partners, affiliates and service suppliers;

The Borrower understands the Credit Union requires and may use the Borrower's Social Insurance or Business Number as may be applicable as an aid to identify the Borrower with credit bureaus and other financial institutions for credit matching purposes or for income tax reporting purposes. The Borrower also understands that the provision of the Borrower's Social Insurance Number for credit matching purposes is optional and is not a condition of service.

The Borrower understands that the Credit Union needs the Borrower's consent to collect, use and disclose information gathered about the Borrower except when the law allows the Credit Union to do so without the Borrower's consent. For that purpose, the Borrower authorizes, consents to, and accepts this as written notice of the Credit Union obtaining, gathering, updating, disclosing, sharing or exchanging such information about the Borrower at any time for the purposes described including from or with any credit bureau, government agency, credit grantor or other entity in possession of such information and the Borrower specifically directs and authorizes such entities to provide information at the Credit Union's request. The Credit Union is also authorized to continually update, obtain and use information at any time in connection with the Borrower's loans, including enforcement purposes. The Credit Union may share and exchange information with any guarantor of the loan. The Credit Union may use this information for so long as it is needed for the purposes described. The Borrower understands that the Borrower can ask the Credit Union and its affiliates or service suppliers to stop using the information to offer other products or services at any time.

The Borrower also understands that the Borrower may ask the Credit Union to stop using the Borrower's Social Insurance Number for credit matching purposes at any time. The Borrower understands it is necessary to keep the Borrower's information current and the Mortgagor agrees to notify the Credit Union of any changes in the Borrower's information.

For the purpose of this authorization, Credit Union affiliates and service suppliers mean Credit Union affiliates and service suppliers that are engaged in the business of providing services or products to the public in Canada including, but not limited to, deposits, financing arrangements, credit, charge and payment card services, trust and custodial services, securities and brokerage services, insurance services, electronic services, information and technology services, educational and consulting services.

To assist in providing financial services, the Credit Union may use cloud providers or other service providers located outside of Canada. In the event a cloud provider is used or a service provider is located outside of Canada, information may be processed and stored outside of Canada and foreign governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the information through the laws of Canada and the foreign jurisdiction.

20. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

21. PREPAYMENT CONDITIONS AND CHARGES

- Open - You are entitled to prepay your entire loan at any time during the term without additional charge or penalty. You may make partial prepayment without penalty on any scheduled payment date or at least monthly.
- Closed - If You want to pay off all or some of the remaining principal of your Loan before the end of the Term, or re-negotiate the interest rate, these are the conditions and charges that will apply:

1) The higher of these two amounts:

(i) three months' interest costs on the amount you want to pay;

OR

(ii) the interest rate differential amount. This amount is the difference between your existing annual interest rate in the Contract and the Credit Union's current posted board rate of interest for a Loan similar to yours, calculated for the remaining term of your Loan. A Loan similar to yours has a term that is the same as or the next shorter term closest to the remaining term of your existing Loan. Where the remaining term is less than one year, the one year closed rate will apply. If the existing annual interest rate in the contract is less than the Credit Union's posted board rate which was in effect at the date of the contract, a discount equal to that difference will be applied to the Credit Union's current posted board rate before calculating the interest rate differential.

**ACKNOWLEDGEMENT OF GUARANTOR
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. _____ of _____ in the Province of Saskatchewan, the
(Name of Guarantor) (City/Town)
Guarantor in this Amendment Agreement - Mortgage which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the Guarantor(s) Agreement.
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the Guarantor(s) Agreement and understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

GIVEN AT _____, this _____ day of _____, _____ under my hand and seal of office.

(Seal required where Notary Public signs certificate)

A Lawyer or a Notary Public in and for the provinces of Saskatchewan

STATEMENT OF GUARANTOR

I am the person named in the certificate. _____

**ACKNOWLEDGEMENT OF GUARANTOR
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. _____ of _____ in the Province of Saskatchewan, the
(Name of Guarantor) (City/Town)
Guarantor in this Amendment Agreement - Mortgage which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he had executed the Guarantor(s) Agreement.
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the Guarantor(s) Agreement and understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

GIVEN AT _____, this _____ day of _____, _____ under my hand and seal of office.

(Seal required where Notary Public signs certificate)

A Lawyer or a Notary Public in and for the provinces of Saskatchewan

STATEMENT OF GUARANTOR

I am the person named in the certificate. _____

SCHEDULE "A" TO AMENDMENT AGREEMENT - MORTGAGE

This schedule forms part of and is incorporated into the Amendment Agreement - Mortgage dated the 15 day of June, 2018.

PART A

(Complete if adding or changing paragraph to Mortgage)

NO CHANGES

PART B

(Complete if adding land to the Mortgage)

NO CHANGES

PART C

(Complete if land is to be deleted from Mortgage and replaced by other land)

NO CHANGES

PART D

(Complete if adding or changing paragraph in the Security Agreement or adding security to Security Agreement)

NO CHANGES

PART E

(Complete if specific collateral to be exchanged in Security Agreement) eg. exchanging specific vehicles

NO CHANGES

PART F

(Complete if Security to be substituted) eg. Equipment for Accounts Receivable

NO CHANGES

PROVINCE OF SASKATCHEWAN - THE LAND TITLES ACT - MORTGAGE

CROFT AGGREGATES LIMITED,

(hereinafter called "the Mortgagor")

being registered as owner of an estate in fee simple in those lands in the Province of Saskatchewan described as follows:

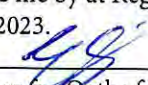
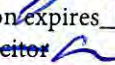
Surface Parcel #111654895
Reference Land Description: Lot B Blk / Par B Plan No 101145114 Extension 13
As described on Certificate of Title 98RA02527 description 13

Surface Parcel #111654918
Reference Land Description: NW Sec 06 Twp 18 Rge 18 W2 Extension 15
As described on Certificate of Title 98RA02527 description 15

(hereinafter referred to as "the mortgaged premises", or "the said lands"),

This is Exhibit "C" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st of September, 2023.


A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
Or Being a Solicitor 

in consideration of the sum of **ONE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED and FOURTEEN DOLLARS and FIFTY CENTS (\$168,914.50) DOLLARS** lent to the Mortgagor by:

CONEXUS CREDIT UNION 2006

whose postal address is:
PO Box 1960 Station Main
Regina, SK S4P 4M1

(who and whose successors and assigns are included in the expression "the Mortgagee"),

the receipt of which sum is hereby acknowledged, covenants and agrees with the Mortgagee as follows:

1. REPAYMENT

THAT the Mortgagor will pay to the Mortgagee in lawful money of Canada, at the office of the Mortgagee in the Province of Saskatchewan, the said sum of **ONE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED and FOURTEEN DOLLARS and FIFTY CENTS (\$168,914.50) DOLLARS** in accordance with the terms of a Revolving Line of Credit Agreement executed and delivered concurrently herewith (the "Agreement"), together with interest thereon on all amounts advanced up to the authorized limit of the line of credit as well after as before demand, default or judgment, until paid, at a rate of interest equal to the Prime Rate of Interest of the Mortgagee declared from time to time, plus TWO and SIX-TENTHS (2.6%) per cent per annum, and, on all amounts advanced exceeding the authorized limit of the line of credit as well after as before demand, default or judgment, at the rate set out in the Agreement, **ON DEMAND**. Until demand shall be made, the Mortgagor covenants and agrees to pay to the Mortgagee principal and interest as required by the terms of the Agreement. Any payments made shall be applied and credited firstly on interest owing at the time of payment, and the balance on principal. At the date of making this Mortgage, the Prime Rate of Interest of the Mortgagee is 3.0% per annum.

2. ARREARS OF INTEREST TO BE TREATED AS PRINCIPAL

All interest shall become due on the instalment payment dates as aforesaid and all interest on becoming overdue shall be forthwith treated (as to payment thereon) as principal and shall bear interest at the rate aforesaid as well after as before maturity of this mortgage and shall be payable on the dates hereinbefore provided for the payment of instalments, and all such interest shall be a charge upon the said lands. On default of payment, of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable thereon, and the sum in arrears for interest from time to time as well after as before maturity, default and judgment, shall bear interest at the rate aforesaid, and in case the interest and compound interest are not paid by the next calculation (compound) date as provided for in the mortgage, a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, default and judgment, and so on from time to time, and all such interest and compound interest shall be a charge on the lands.

3. MORTGAGOR TO PAY MORTGAGEE'S COSTS

All solicitors, inspectors, valuers, and surveyors fees and expenses for drawing and registering this mortgage or for examining the mortgaged premises together with all expenses incurred by the Mortgagee for the preservation or protection of the security, or to remedy any default of the Mortgagor hereunder, including advances or payments made for principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, and in exercising any right, power, remedy or purpose of the mortgagee and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are secured hereby and shall be a charge on the mortgaged premises, and shall be added to the principal sum hereby secured and bear interest at the said rate, and all such monies shall be payable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment. In the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002* shall apply to this mortgage, the costs and expenses and fees chargeable to the Mortgagor shall be limited to those allowed under *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*.

4. IMPROVEMENTS AND FIXTURES PART OF MORTGAGED PREMISES

All buildings, erections and improvements, fixed or otherwise, now or hereafter put upon the mortgaged premises, including without limitation, all fences, heating, plumbing, air-conditioning, ventilating, lighting, water, heating, cooking and refrigeration equipment, window blinds, storm windows and storm doors, window screens and screen doors, and all apparatus and equipment appurtenant thereto shall, in addition to other fixtures thereon, be and become fixtures and form part of the realty and of the security and shall be and are included in the expression "the mortgaged premises" and shall not be removed therefrom during the continuance of the mortgage.

5. COVENANT TO REPAIR

The Mortgagor will remain in possession of the said lands until payment of this mortgage and will well and sufficiently repair and maintain any buildings on

the said lands and all fixtures in good and substantial repair; and in the event of a loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair or rebuild the same within a time to be determined by the Mortgagee and to be stated in such notice; and a failure of the Mortgagor to repair or rebuild within such time shall constitute a default under the mortgage.

6. COVENANTS AS TO TITLE

The Mortgagor further covenants and agrees with the Mortgagee that:

- (a) the Mortgagor has a good title to the said land;
- (b) the Mortgagor has the right to mortgage the land;
- (c) on default the Mortgagee shall have quiet possession of the land free from all encumbrances;
- (d) the Mortgagor will execute such further assurances of the land as may be requisite;
- (e) the Mortgagor has done no act to encumber the land.

7. INSURANCE

The Mortgagor will insure and during the continuance of this mortgage keep insured with an insurance company not disapproved by the Mortgagee, each and every building on the said lands to the extent of their full insurable value for extended coverage and against loss or damage by fire, and as the Mortgagee may require from time to time against such additional perils, risks, or events; and if a sprinkler system shall be operated on the mortgaged premises, against loss or damage caused by such sprinkler system; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereto appertaining; and if the Mortgagor neglects to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obligated, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage furnish at his own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money may at the option of the Mortgagee be applied in rebuilding, reinstating or repairing the premises, or be paid to the Mortgagor, or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee in whole or in part on the mortgage debt or any part thereof, whether or not then due; and the Mortgagee shall have a lien for the mortgage debt on all insurance on the said buildings, whether effected under the foregoing covenants or not; and provisions as to insurance shall apply to all buildings and all the fixtures and appurtenances whether now or hereafter erected on the said lands.

8. PAYMENT OF TAXES AND OTHER CHARGES

The Mortgagor will pay when and as the same fall due all taxes, levies, fees, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises. In respect of municipal or school taxes chargeable against the mortgaged premise unless otherwise agreed to by the Mortgagee, the Mortgagor shall pay, in addition to the instalments due, on the dates when instalments of principal hereunder are due, the like proportion of the total taxes next becoming due and payable as estimated by the Mortgagee; and the Mortgagor shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceeded such estimated amount or in the alternative such excess shall become part of the principal and shall bear interest at the rate aforesaid.

9. NO SALE WITHOUT MORTGAGEE'S APPROVAL

In the event of:

- (a) the Mortgagor selling, conveying, transferring, or entering into any agreement of sale or transfer of title of the said lands to a purchaser, grantee or transferee not approved in writing by the Mortgagee; or,
- (b) if such purchaser, grantee or transferee should fail to:
 - (i) apply for and receive the Mortgagee's written approval as aforesaid,
 - (ii) personally assume all of the obligations of the Mortgagor under this mortgage, and
 - (iii) execute an Assumption Agreement in the form required by the Mortgagee,

at the option of the Mortgagee, all the monies hereby secured, with accrued interest thereon, shall forthwith become due and payable.

10. DEFAULT

Notwithstanding anything to the contrary herein contained, the Mortgagor shall be deemed to be in default of this Mortgage on each of the following events:

- (a) a default on the part of the Mortgagor in the payment of any instalment of the principal or interest or any other sum due under this mortgage or any mortgage or other charge ranking in priority to the charge of this mortgage;
- (b) a breach of any of the Mortgagor's covenants or obligations contained in this mortgage;
- (c) if the Mortgagor defaults under any other security now or hereafter granted by the Mortgagor to the Mortgagee as additional security for the due performance of the Mortgagor's covenants hereunder;
- (d) if the Mortgagor becomes bankrupt or insolvent or is subjected to the provisions of the *Bankruptcy and Insolvency Act* or any other Act for the benefit of creditors or goes into voluntary or compulsory liquidation or makes an assignment for the benefit of creditors or makes a proposal under the *Bankruptcy and Insolvency Act* or if a petition in bankruptcy is filed against the Mortgagor or if a creditor enters judgment against the Mortgagor or any of them and any such judgment is not discharged and vacated within 45 days next following the expiry of the applicable appeal period, or if the Mortgagor otherwise acknowledges its insolvency;
- (e) if an encumbrancer takes possession of any part of the mortgaged premises or if a liquidator or receiver by appointment or an application for any appointment shall be brought with respect to all or any part of the undertaking, property or assets of the Mortgagor;
- (f) should the Mortgagor or those claiming under it commit any act of waste or in any other way cause or permit, in the sole unfettered opinion of the Mortgagee, the value of the mortgaged premises to diminish;
- (g) should any representation or warranty in the Loan Application or Loan Commitment (as the case may be) be found to be false or untrue in any material respect;
- (h) should the mortgaged premises become vacant or unoccupied;
- (i) should the Mortgagor cease to carry on or abandon any business conducted from the mortgaged premises;
- (j) should the Mortgagor fail to observe or perform any of the terms, conditions, provisos, stipulations, undertakings or obligations set forth in any loan agreement or commitment to which the whole or any part of the principal sum secured by this mortgage or any part thereof were advanced;
- (k) upon the expiry of 45 days from the date of registration of any Builder's Lien against the said lands or the mortgaged premises which the Mortgagor does not dispute the validity or correctness of by prosecuting legal proceedings for the removal thereof; and,

- (l) in the event the Mortgagor is a corporation and should fail to remain duly organized, registered, and in good standing under the laws of the jurisdiction of its incorporation, or cease to be qualified to carry on business in the Province of Saskatchewan.

11. REMEDIES AVAILABLE TO MORTGAGEE ON DEFAULT

In the event of any default of this Mortgage:

(a) **Perform Mortgagor's Covenants**

The Mortgagee may at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) **Take Possession**

The Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rents and profits thereof, lease any part thereof, for such term and periods and at such rents as the Mortgagee may think proper, and make such arrangements for completing construction of, taking care of and repairing and putting in order and managing generally the mortgaged premises as the Mortgagee may deem expedient; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(c) **Right to Distrain**

It shall and may be lawful for and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(d) **Right of Sale**

The Mortgagee may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises.

(e) **Acceleration**

The whole of the principal sum and all other monies hereby secured shall, at the option of the Mortgagee, become immediately due and payable, notwithstanding anything to the contrary herein contained.

(f) **Appointment of Receiver**

In addition to the other remedies available on default, the Mortgagee may appoint by writing or by written instrument a Receiver or a Receiver Manager (the "Receiver") of the mortgaged premises hereby charged upon such terms as to remuneration and otherwise as it shall think fit and may from time to time appoint another in its stead, a Receiver so appointed shall be the agent of the Mortgagor and the Mortgagor shall be responsible for such Receiver's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Mortgagee.

(g) **Receiver's Powers**

The Receiver so appointed shall be entitled to:

- (i) Take possession of the mortgaged premises hereby charged;
- (ii) Carry on or concur in carrying on the business of the Mortgagor and for this purpose to borrow money on the security of the mortgaged premises hereby charged in priority to this mortgage or otherwise;
- (iii) Make arrangements at such time or times as the Mortgagee may deem necessary without the concurrence of any other person for the repairing, finishing, altering, improving, adding to or putting in order the mortgaged premises, sell or lease or concur in selling or leasing the mortgaged premises hereby charged or otherwise deal therewith on such terms in the interest of the Mortgagee as the Receiver shall think fit;
- (iv) Make any arrangements or compromise which the Receiver shall think expedient in the interest of the Mortgagee;
- (v) Defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the mortgaged premises, to defend all suits, proceedings and actions against the Mortgagee or the Receiver;
- (vi) Do all such other acts and things as the Receiver may consider to be incidental or conducive to any of the matters and powers aforesaid in which the Receiver may or can lawfully do as an agent for the Mortgagor.

12. ADVANCES TO BE MADE AT DISCRETION OF MORTGAGEE

Neither the execution or registration of this mortgage nor the advance of part of the monies secured by the mortgage shall bind the Mortgagee to advance the said monies or any unadvanced part thereof, and that the advance of the said monies or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

13. EXTENSION OR AMENDMENT AGREEMENT NEED NOT BE REGISTERED

Any agreement for extension of the term of the mortgage, or any agreement amending the provisions of the mortgage including increasing or decreasing the rate of interest payable hereunder prior to execution of a discharge of this mortgage by the Mortgagee need not be registered with the land registry. If, upon the expiry of any term, the Mortgagee offers to extend the term of this mortgage and the Mortgagor fails to execute an extension agreement as required, the Mortgagee may prescribe the terms of renewal or extension (which will include extending the term for a further period of one year and prescribing the rate of interest payable on the outstanding balance at the then prevailing Mortgagee's one year open mortgage rate) and such terms shall be deemed to apply and be in full force and effect as against the Mortgagor as of the commencement date of the renewal or extended term. This mortgage and all terms, covenants, and provisions (except as may be expressly amended by any such extension agreement) shall continue in full force and effect and nothing contained in any extension agreement shall have the effect of discharging, merging, replacing or rendering unenforceable this mortgage as security unless the extension or renewal agreement so states.

14. PAYMENT AFTER TERM EXPIRES

No agreement for renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any payment or payments of any kind whatsoever made by the Mortgagor to the Mortgagee after the expiration of the original term of this mortgage or any subsequent term agreed to in writing between the Mortgagor and the Mortgagee and that no renewal hereof or extension of time for the payment of any monies hereunder shall result from or be implied from any other act, matter or thing save the express agreement in writing between the Mortgagor and the Mortgagee.

15. PAYMENT OF CHARGES OR ENCUMBRANCES

In the event of the mortgage monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all of the rights of and stand in the position of and be entitled to all equities of the parties so paid, whether such charge or

encumbrance has or has not been discharged and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid shall be final and binding on the Mortgagor.

16. MONIES RECEIVED BY MORTGAGEE

The Mortgagee shall not be charged with any monies receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee, be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other liens, charges, encumbrances or claims against the mortgaged premises or any part thereof, or applied on the mortgage account, or may be used or applied partly in one way or partly in another or others.

17. EXTENSION OF TIME NOT PREJUDICIAL

No extension of time for the carrying out of any covenant hereunder given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the monies hereby secured.

18. JUDGMENT NOT TO CAUSE MERGER

The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's right to interest at the aforesaid rate on any monies due and owing to the Mortgagee during the continuance of this security.

19. RIGHT TO INSPECT

The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said lands to inspect the lands and buildings thereon.

20. RELEASING PARTS OF SECURITY OR PARTIES TO AGREEMENT

The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefor and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any collateral security, or any persons from this mortgage or from any of the covenants herein contained or contained in any collateral security.

21. MORTGAGOR'S RIGHT TO A DISCHARGE OR ASSIGNMENT OF MORTGAGE

The Mortgagor will not be entitled to a discharge or assignment of this mortgage until and unless it has kept and performed all the covenants, provisos, agreements and stipulations herein contained whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and that the Mortgagor shall and will perform and keep all the provisions and covenants in these presents according to the true intent and meaning thereof; and the Mortgagee shall have a reasonable time after the payment of the mortgage monies in full within which to prepare and execute a discharge or execute an assignment of this mortgage provided to it by the Mortgagor or a third party; and all legal and other expenses including applicable discharge or assignment fees charged by the Mortgagee, if any, for the preparation and execution of such discharge or execution of such assignment shall be borne by the Mortgagor, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee of all sums due and owing hereunder including the cost of preparation and registration of such discharge or assignment.

22. REMEDIES MAY BE PURSUED INDEPENDENTLY

No right or remedy of the Mortgagee under this mortgage or which the Mortgagee may have at law shall be exclusive or dependent upon any other right or remedy, but any one or more of such rights or remedies may from time to time be exercised independently or in combination.

23. ASSIGNMENT OF RENTS

In the event that the said lands or any part thereof are now or may at any time during the currency of this mortgage be rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor hereby assigns the rentals including any surface or oil and gas lease rentals and the like, payable to the Mortgagor by any such tenant or tenants to the Mortgagee as additional security for payment of the monies from time to time owing under this mortgage, provided that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest or other monies becoming due or secured under this mortgage or in default of the observance or performance of any of the covenants, conditions, stipulations or provisos herein contained.

24. ATTORNMENT

And for the purpose of better securing the punctual payment of the monies hereby secured the Mortgagor hereby attorns to and becomes tenant to the Mortgagee for the said lands at a monthly rental equivalent to the monthly instalments payable hereunder, to be paid in the manner and on the days and times hereinbefore appointed, the legal relationship of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, and on the payment of the said rent the same shall be taken to be and shall be, in the satisfaction of interest, principal and other charges as herein appointed. Provided also that the Mortgagee may at any time after default in payment or performance or compliance with any covenant hereunder, enter into and upon the said lands or any part thereof, and determine the tenancy hereby created without giving any notice to quit; but the Mortgagor agrees that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession so as to be accountable for any monies except those actually received, whether from a tenant or otherwise.

25. MORTGAGE TO BIND HEIRS, ETC.

This mortgage and all the covenants and stipulations herein shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and such heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.

26. "MORTGAGOR" MAY HAVE PLURAL MEANING

Whenever the masculine pronoun is used throughout this mortgage the same shall be construed as meaning the plural or the feminine (or neuter in the case of a company) where the context or the parties hereto so require, and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken against such executing parties as joint and several.

27. PARTIAL INVALIDITY

If a term, covenant or provision of this mortgage or the application thereof to any person or circumstance is held to any extent invalid or unenforceable, the parties agree that the remaining provisions, terms and covenants of this mortgage or the application thereof to any person or circumstance shall not be considered to be invalid, abrogated or affected and shall remain enforceable according to the terms thereof.

28. CORPORATIONS WAIVE PROVISIONS OF THE LIMITATION OF CIVIL RIGHTS ACT AND THE LAND CONTRACTS (ACTIONS) ACT

The following applies only if the Mortgagor is a corporate body, in which case the Mortgagor also covenants and agrees with the Mortgagee:

- (a) that *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, as aforesaid, with respect to this mortgage; and,
- (b) that *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this mortgage, any charge or other security for the payment of money made, given or created by this mortgage, or any agreement renewing or extending this mortgage and shall in no way limit the rights, powers or remedies of the Mortgagee granted hereunder.

29. MORTGAGOR MORTGAGES LAND

And for the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee his estate and interest in the said lands.

30. REDUCED INTEREST RATE

Notwithstanding anything in this mortgage contained, the Mortgagee may forgive to the Mortgagor the payment of interest on the money hereby secured and then outstanding, at the full rate thereof and instead charge to the Mortgagor a reduced rate of interest. Any such forgiveness of interest so payable shall not prejudice or affect any right or remedy that the Mortgagee may have pursuant to this mortgage except for the interest so forgiven.

31. HEADINGS

The descriptive headings of this mortgage are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

32. MORTGAGE SECURING REVOLVING OR CYCLICAL CREDIT AGREEMENT

Where this mortgage secures Revolving Line of Credit or Cyclical (Quick Loan) credit agreements, the Mortgagor acknowledges and agrees that the mortgage shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the mortgage, notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

33. DEEMED REINVESTMENT

The Deemed Reinvestment Principle shall not apply to the calculation and payment of interest under this mortgage. The nominal rate method of interest calculation shall apply. It is understood and agreed that the Mortgagee shall not be deemed to reinvest any interest from time to time received by the Mortgagee hereunder.

34. RE-ADVANCES

When not in default, the Mortgagor may request, and the Mortgagee may, in its absolute and sole discretion, readvance any principal portion of the within mortgage loan which has been repaid by the Mortgagor to the Mortgagee, but only to the extent that the principal balance outstanding after such re-advance shall not exceed the amount of the original principal sum secured. The Mortgagor agrees that notwithstanding that the mortgage may be reduced and readvances made, this mortgage secures all sums ultimately due and owing by the mortgagor to the Mortgagee in respect of this mortgage, including any re-advancement of principal monies made by the Mortgagee to the Mortgagor at any time. No change to the terms of repayment, the obligations of the Mortgagor, or the manner of payment or the amount of interest shall operate as a release or discharge of this mortgage. For the purposes of priority of advances as provided under *The Land Titles Act, 2000*, this mortgage is and shall be considered a mortgage that provides for readvances of credit up to a specific principal sum.

35. APPLICABLE LAW

This mortgage shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

36. PRIVACY

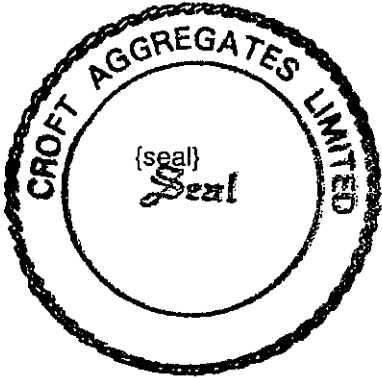
Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and customer rights please contact the Credit Union, Attention: Privacy Officer.

37. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions, if any, set forth in the attached Schedule shall form part of and are incorporated into this mortgage.

IN WITNESS WHEREOF the Mortgagor has affixed its corporate seal, duly attested to by its proper officer(s) in that behalf this

this 4TH day of June, 2012.



CROFT AGGREGATES LIMITED

per: _____
[Handwritten signature]

per: _____
[Handwritten signature]

SCHEDULE

The Mortgagor and the Mortgagee hereby further agree as follows:

1. MORTGAGE INCORPORATES COMMITMENT LETTER

The Mortgagor acknowledges and agrees that the terms and conditions contained in an Offer to Finance made by the Mortgagor to the Mortgagee together with such amendments as may be agreed to in writing between the Mortgagor and the Mortgagee from time to time, be and the same are hereby by this reference incorporated as part of the within mortgage and any default by the Mortgagor in the performance of any of the covenants, terms and conditions of the Commitment Letter shall constitute default under the within mortgage.

Notwithstanding the generality of the foregoing, the terms of the Commitment letter shall not merge with or be extinguished by any of the terms and conditions of the within mortgage but shall continue to be in full force and effect; PROVIDED HOWEVER, that in the event of any inconsistency or conflict between the provisions of the Commitment Letter and the terms of the within mortgage, the provisions of this mortgage shall prevail.

2. APPROVAL AND ASSIGNMENT OF LEASES - SHORT FORM

- (a) All leases, concession agreements, tenancy, use or occupancy agreements used by the Mortgagor in respect to the mortgaged premises shall be subject to the prior review and approval of the Mortgagee, not to be unreasonably withheld. All offers to lease or leases themselves shall be submitted to the Mortgagee for approval prior to being accepted or executed by the Mortgagor; and,
- (b) As additional security to this mortgage, the Mortgagor agrees to grant to the Mortgagee a specific assignment of all such leases, in a form and content satisfactory to the Mortgagee.

3. COVENANT TO GRANT SECURITY AGREEMENT

As further security to this mortgage, the Mortgagor further covenants and agrees:

- (a) to grant a security agreement to the Mortgagee covering all personal property and chattels on or to be affixed on the Mortgaged Premises including furniture, fixtures, heating and air-conditioning units and mechanical equipment pertaining to the Mortgaged Premises which security agreement shall be perfected and maintained throughout the term of this mortgage or any renewal thereof as a first charge by way of registration of a financing statement pursuant to the provisions of The Personal Property Security Act; and,
- (b) to supply to the Mortgagee invoices, bills of sale or other evidence acceptable to the Mortgagee confirming that the Mortgagor has exclusive title to all of the chattels, equipment and appliances forming part of the Mortgaged Premises or to be purchased and used in connection therewith.

4. CROSS-DEFAULT

If the Mortgagor defaults in observance or performance of any of the covenants, terms provisos or conditions in any mortgage to which this Mortgage is subject, or to which this Mortgage is in priority, or defaults under any additional security or collateral security relating to the said mortgaged premises, then in such event the principal sum hereby secured shall, at the exclusive option of the Mortgagee, forthwith become due and payable, and all of the powers of the Mortgagee under this mortgage in the event of default may be exercised. Further, the mortgagor covenants and agrees that default under any instrument given as additional or collateral security to and for the repayment of the monies secured by this mortgage shall constitute default hereunder and shall entitle the Mortgagee to exercise any or all of the rights and remedies available to it and provided for in the event of default hereunder.

5. HAZARDOUS SUBSTANCES

The Mortgagor hereby covenants and agrees with the Mortgagee and, as the case may require, represents as follows:

- (a) For the purpose of this provision, "hazardous substances" shall be construed to mean any substance or product that, because of its quantity, concentration, or physical, chemical or infection characteristics, either individually or in combination with other substances, is an existing or potential threat to the environment, human health, or living organisms, and includes without limiting the generality of the foregoing, any hazardous substances defined by federal or provincial legislation or regulations as such or any waste dangerous goods and is not restricted to those specifically included in The Environmental Management and Protection Act or Hazardous Substances and Waste Dangerous Goods Regulations as amended or replaced from time to time;
- (b) Except as has been disclosed to the Mortgagee in writing, that the mortgaged lands and premises (or any part thereof) do not contain hazardous substances, including but not limited to urea formaldehyde insulation, asbestos, P.C.B.'s, radioactive materials, hydrocarbons, petroleum byproducts, or any other substances determined to be injurious to human life or health (hereinafter referred to as "hazardous substances") nor any hazardous substances in the soil of the mortgaged premises;
- (c) That no hazardous substances will be used in the construction of any improvements on the mortgaged lands and premises;
- (d) That the Mortgagee shall be entitled to declare the Mortgage is in default if:
 - (i) The Mortgagor or any tenant begins to use, generate, store, release or dispose of any hazardous substances, under or from the mortgaged property, without the express written consent of the Mortgagee;
 - (ii) The Mortgagor acquires the assets of, merges, or affiliates with, any third party that may be subject to environmental liability or uses, stores or generates hazardous substances.

- (e) That, regardless of whether the Mortgagee shall declare the Mortgage in default, the Mortgagor shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the mortgaged lands and premises of any hazardous substances, and such liability shall survive foreclosure of this mortgage or any debt arising thereunder any other extinguishing of the obligations of the Mortgagor or the Guarantors, if any, any other exercise by the Mortgagee of any remedies available to it against the Mortgagor or the Guarantors. In the sole discretion of the Mortgagee, the Mortgagee may perform such act or incur any such costs as may be required to give effect to this provision any may add any such costs incurred to the mortgage, and such costs shall be a debt due from the Mortgagor and shall form a charge upon the mortgaged lands and premises;
- (f) To comply with all municipal, provincial and federal laws applicable to the Mortgagor, its business or operations, and without limiting the generality of the foregoing, to obtain all environmental permits and licenses necessary for the construction or operation of the mortgaged lands and premises, or for the Mortgagor's present and future business operations;
- (g) To immediately disclose to the Mortgagee and the appropriate governmental authorities any spill, discharge, release, or use of any hazardous substances now or in the future occurring on, under or from the mortgaged lands and premises;
- (h) To indemnify and save harmless the Mortgagee from and against all liabilities, costs, expenses and claims of every nature and kind made against or suffered or incurred by the Mortgagee as a direct or indirect result of a release, discharge or use of any kind of hazardous substances on the mortgaged lands and premises. The benefit of this provision shall survive payment of the mortgage.
- (i) On request, to provide the Mortgagee with any all environmental reports, assessments, monitoring data and the like affecting or relating to the mortgaged lands and premises;
- (j) To conduct, at the request of the Mortgagee, an environmental audit or assessment and to pay or reimburse the Mortgagee the costs of any such environmental audit or assessment so required.

CROFT AGGREGATES LIMITED
to
CONEXUS CREDIT UNION 2006

LAND MORTGAGE

TO SECURE THE SUM OF \$168,914.50

File : 16095-3

***kmp*LAW**
Barristers and Solicitors

2600 Victoria Avenue
Regina, SK S4T 1K2

Telephone: (306) 761-6200
Fax: (306) 761-6222

PROVINCE OF SASKATCHEWAN – THE LAND TITLES ACT MORTGAGE

CROFT AGGREGATES LIMITED

(called the "Mortgagor")

P.O. Box 445, Lumsden, SK S0G 3C0

being registered as owner of an estate in fee simple of and in those surface and or mineral parcels in the Province of Saskatchewan described as follows:

This is Exhibit "D" to in the Affidavit of Lindsey Cooper

Surface Parcel #111654884

Reference Land Description: NE Sec 06 Twp 18 Rge 18 W2 Extension 12

As described on Certificate of Title #94R17339, description 12

(the "mortgaged premises" or the "said lands")

SWORN before me by at Regina, Saskatchewan this 1st d
of September, 2023.

A Commissioner for Oaths for Saskatchewan

My Commission expires Oct 31, 2026

Or Being a Solicitor

in consideration of the sum of \$1,875,000.00 lent to the Mortgagor by Conexus Credit Union 2006, whose postal address is P.O. Box 1960 Stn. Main, Regina, SK S4P 4M1, in the Province of Saskatchewan, who and whose successors and assigns are hereinafter included in the expression the "Mortgagee", the receipt of which sum is hereby acknowledged, covenants and agrees with the Mortgagee as follows:

1. REPAYMENT

THAT the Mortgagor will pay to the Mortgagee, in lawful money of Canada, at the office of the Mortgagee in the Province of Saskatchewan set out above, the sum lent to the Mortgagor as aforesaid, together with interest thereon equal to the Prime Rate of Interest of the Mortgagee, declared from time to time, plus 2.00% per annum, calculated semi-annually, not in advance, as well after as before maturity, default or judgment until paid as follows:

Interest Payments

1. ON DEMAND, provided until demand is made by the Mortgagee interest shall be paid monthly, the first instalment of interest to be made on October 1, 2015 and thereafter every month, such payments to continue until the total amount owing (inclusive of principal and interest) shall be paid;
2. The Mortgagor further acknowledges and agrees that the instalment payments may fluctuate according to the changes in the Prime Rate of Interest from time to time and agrees to pay the adjusted and fluctuating instalments and authorizes the Mortgagee to adjust automatic debits to reflect the changes in the Prime Rate of Interest from time to time;
3. The Mortgagor agrees that a certificate in writing signed by the Manager of the Mortgagee setting forth the Prime Rate of Interest at any time or times shall be conclusive evidence as to the said Prime Rate of Interest, payable by the Mortgagor;
4. At the date of making this Mortgage, the Prime Rate of Interest of the Mortgagee is 2.70% per annum.

Principal Payments

ON DEMAND, provided until demand is made by the Mortgagee, principal shall be paid as follows:

1) Base Principal Payment

Instalments of \$93,750.00 on account of the principal shall be paid annually, the first payment to be made on September 1, 2016 and a like amount ever year thereafter until the total amount owing (inclusive of principal and interest) shall be paid.

2) Additional Principal Payment

The Mortgagor will submit a letter from its external accountant annually outlining the number of cubic metres removed from the mortgaged premises. In addition to the regularly scheduled principal and interest payments

the Mortgagor will pay an additional annual principal payment of \$2.00 per cubic metre in excess of 100,000 cubic metres of aggregate removed from the mortgaged premises, to be paid on an equal basis to the principal amount outstanding to each of Business Development Bank of Canada and \$1.00 to the Mortgagee.

2. PREPAYMENT PRIVILEGES

The Mortgagor shall have the privilege of, at any time, paying any sum in addition to the sums payable hereunder, on account or in full of the mortgage and interest, without notice or bonus, and in that event, interest on such amount so paid shall be computed only to such date of payment.

3. ARREARS OF INTEREST TO BE TREATED AS PRINCIPAL

All interest shall become due on the instalment payment dates as aforesaid and all interest on becoming overdue shall be forthwith treated (as to payment thereon) as principal and shall bear interest at the rate aforesaid as well after as before maturity of this mortgage and shall be payable on the dates hereinbefore provided for the payment of instalments, and all such interest shall be a charge on the said lands. On default of payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable thereon and in case the interest and compound interest are not paid by the next calculation (compound) date as provided for in the mortgage, a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, default and judgment, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

4. MORTGAGOR TO PAY MORTGAGEE'S COSTS

All solicitors, inspectors, valuers, and surveyors fees and expenses for drawing and registering this mortgage or for examining the mortgaged premises together with all expenses incurred by the Mortgagee for the preservation or protection of the security, or to remedy any default of the Mortgagor hereunder, including advances or payments made for principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, and in exercising any right, power, remedy or purpose of the mortgagee and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are secured hereby and shall be a charge on the mortgaged premises, and shall be added to the principal sum hereby secured and bear interest at the said rate, and all such monies shall be payable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment. In the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002* shall apply to this mortgage, the costs and expenses and fees chargeable to the Mortgagor shall be limited to those allowed under *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*.

5. IMPROVEMENTS AND FIXTURES PART OF MORTGAGED PREMISES

All buildings, erections and improvements, fixed or otherwise, now on or hereafter put upon the mortgaged premises, and all apparatus and equipment appurtenant thereto shall, be treated as fixtures thereon and form part of the realty and of the security and shall be and are included in the expression the "mortgaged premises" and shall not be removed there from during the continuance of the mortgage.

6. COVENANT TO REPAIR

The Mortgagor will remain in possession of the said lands until payment of this mortgage and will well and sufficiently repair and maintain any buildings on the said lands and all fixtures in good and substantial repair; and in the event of a loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair or rebuild the same within a time to be determined by the Mortgagee and to be stated in such notice; and a failure of the Mortgagor to repair or rebuild within such time shall constitute a default under the mortgage.

7. COVENANTS AS TO TITLE

- (a) The Mortgagor has a good title to the said lands;
- (b) The Mortgagor has the right to mortgage the said lands;
- (c) On default the Mortgagee shall have quiet possession of the said lands free from all encumbrances;
- (d) The Mortgagor will execute such further assurances of the said lands as may be requisite; and
- (e) The Mortgagor has done no act to encumber the said lands.

8. INSURANCE

The Mortgagor will insure and during the continuance of this mortgage keep insured with an insurance company not disapproved by the Mortgagee, each and every building on the said lands to the extent of their full insurable value for extended coverage and against loss or damage by fire, and as the Mortgagee may require from time to time against such additional perils, risks, or events; and if a sprinkler system shall be operated on the mortgaged premises,

against loss or damage caused by such sprinkler system; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereto appertaining; and if the Mortgagor neglects to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obligated, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage furnish at his own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money may at the option of the Mortgagee be applied in rebuilding, reinstating or repairing the premises, or be paid to the Mortgagor, or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee in whole or in part on the mortgage debt or any part thereof, whether or not then due; and the Mortgagee shall have a lien for the mortgage debt on all insurance on the said buildings, whether effected under the foregoing covenants or not; and provisions as to insurance shall apply to all buildings and all the fixtures and appurtenances whether now or hereafter erected on the said lands.

9. PAYMENT OF TAXES AND OTHER CHARGES

The Mortgagor will pay when and as the same fall due all taxes, levies, fees, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises. In respect of municipal or school taxes chargeable against the mortgaged premise unless otherwise agreed to by the Mortgagee, the Mortgagor shall pay, in addition to the instalments due, on the dates when instalments of principal hereunder are due, the like proportion of the total taxes next becoming due and payable as estimated by the Mortgagee; and the Mortgagor shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceeded such estimated amount or in the alternative such excess shall become part of the principal and shall bear interest at the rate aforesaid.

10. NO SALE WITHOUT MORTGAGEE'S APPROVAL

In the event of:

- (a) the Mortgagor selling, conveying, transferring, or entering into any agreement of sale or transfer of title of the lands hereby mortgaged to a purchaser, grantee or transferee not approved in writing by the Mortgagee; or
- (b) if such a purchaser, grantee or transferee should fail to (i) apply for and receive the Mortgagee's written approval as aforesaid, (ii) personally assume all the obligations of the Mortgagor under this mortgage, and (iii) execute an Assumption Agreement in the form required by the Mortgagee,

at the option of the Mortgagee all monies hereby secured, with accrued interest thereon, shall forthwith become due and payable.

11. DEFAULT

Notwithstanding anything to the contrary herein contained, the Mortgagor shall be deemed to be in default of this Mortgage on each of the following events:

- (a) a default on the part of the Mortgagor in the payment of any instalment of principal or interest or any other sums due under this Mortgage or any mortgage or other charge ranking in priority to the charge of this Mortgage;
- (b) a breach of any of the Mortgagor's covenants or other obligations contained in this Mortgage;
- (c) if the Mortgagor defaults under any other security now or hereafter granted by the Mortgagor to the Mortgagee as additional security for the due performance of the Mortgagor's covenants hereunder;
- (d) if the Mortgagor becomes bankrupt or insolvent or is subjected to the provisions of *the Bankruptcy and Insolvency Act* or any other Act for the benefit of creditors or goes into voluntary or compulsory liquidation or makes an assignment for the benefit of creditors or makes a proposal under *the Bankruptcy and Insolvency Act* or if a petition in bankruptcy is filed against the Mortgagor or if a creditor enters judgment against any of them and any such judgment is not discharged and vacated within 45 days next following the expiry of the applicable appeal period, or if the Mortgagor otherwise acknowledges its insolvency;
- (e) if an encumbrancer takes possession of any part of the Mortgaged Premises or if a liquidator or receiver by appointment or an application for any appointment shall be brought with respect to all or any part of the undertaking, property or assets of the Mortgagor;
- (f) should the Mortgagor or those claiming under it commit any act of waste or in any other way cause or permit, in the sole, unfettered opinion of the Mortgagee, the value of the mortgaged premises to diminish;
- (g) should any representation or warranty made in the Loan Application or Loan Commitment (as the case may be) be found to be false or untrue in any material respect;
- (h) should the mortgaged premises become vacant or unoccupied;
- (i) should the Mortgagor cease to carry on or abandon any business conducted from the mortgaged premises;
- (j) should the Mortgagor fail to observe or perform any of the terms, conditions, provisos, stipulations, undertakings or obligations set forth in any loan agreement or commitment pursuant to which the whole or any part of the principal sum secured by this mortgage or any part thereof were advanced;

- (k) upon the expiry of 45 days from the date of registration of any Builders Lien against the said lands or mortgaged premises which the Mortgagor does not dispute the validity or correctness of by prosecuting legal proceedings for the removal thereof; and
- (l) in the event the Mortgagor is a corporation and shall fail to be a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and in good standing and legally qualified to carry on business in the Province of Saskatchewan.

12. REMEDIES AVAILABLE TO MORTGAGEE ON DEFAULT

In the event of any default of this Mortgage:

- (a) **Perform Mortgagor's Covenants**
The Mortgagee may at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;
- (b) **Take Possession**
The Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rents and profits thereof, lease any part thereof, for such term and periods and at such rents as the Mortgagee may think proper, and make such arrangements for completing construction of, taking care of and repairing and putting in order and managing generally the mortgaged premises as the Mortgagee may deem expedient; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;
- (c) **Right to Distrain**
It shall and may be lawful for and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distraint upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;
- (d) **Right of Foreclosure and Sale**
The Mortgagee may take such proceedings to realize on this mortgage by foreclosure or otherwise as entitled to by law and may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises.
- (e) **Acceleration**
The whole of the principal sum and all other monies hereby secured shall, at the option of the Mortgagee, become immediately due and payable, notwithstanding anything to the contrary herein contained.
- (f) **Appointment of Receiver**
In addition to the other remedies available on default, the Mortgagee may appoint by writing or by written instrument a Receiver or a Receiver Manager (the "Receiver") of the mortgaged premises hereby charged upon such terms as to remuneration and otherwise as it shall think fit and may from time to time appoint another in its stead, a Receiver so appointed shall be the agent of the Mortgagor and the Mortgagor shall be responsible for such Receiver's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Mortgagee.
- (g) **Receiver's Powers**
The Receiver so appointed shall be entitled to:
 - (i) Take possession of the mortgaged premises hereby charged;
 - (ii) Carry on or concur in carrying on the business of the Mortgagor and for this purpose to borrow money on the security of the mortgaged premises hereby charged in priority to this mortgage or otherwise;
 - (iii) Make arrangements at such time or times as the Mortgagee may deem necessary without the concurrence of any other person for the repairing, finishing, altering, improving, adding to or putting in order the mortgaged premises, sell or lease or concur in selling or leasing the mortgaged premises hereby charged or otherwise deal therewith on such terms in the interest of the Mortgagee as the Receiver shall think fit;
 - (iv) Make any arrangements or compromise which the Receiver shall think expedient in the interest of the Mortgagee;
 - (v) Defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the mortgaged premises, to defend all suits, proceedings and actions against the Mortgagee or the Receiver;
 - (vi) Do all such other acts and things as the Receiver may consider to be incidental or conducive to any of the matters and powers aforesaid in which the Receiver may or can lawfully do as an agent for the Mortgagor.

13. ADVANCES TO BE MADE AT DISCRETION OF MORTGAGEE

Neither the execution or registration of this mortgage nor the advance of part of the monies secured by the mortgage shall bind the Mortgagee to advance the said monies or any unadvanced part thereof, and that the advance of the said monies or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

14. EXTENSION OR AMENDMENT AGREEMENT NEED NOT BE REGISTERED

Any agreement for extension of the term of the mortgage, or any agreement amending the provisions of the mortgage including increasing or decreasing the rate of interest payable hereunder prior to execution of a discharge of this mortgage by the Mortgagee need not be registered with the land registry. If, upon the expiry of any term, the Mortgagee offers to extend the term of this mortgage and the Mortgagor fails to execute an extension agreement as required, the Mortgagee may prescribe the terms of renewal or extension (which will include extending the term for a further period of one year and prescribing the rate of interest payable on the outstanding balance at the then prevailing Mortgagee's one year open mortgage rate) and such terms shall be deemed to apply and be in full force and effect as against the Mortgagor as of the commencement date of the renewal or extended term. This mortgage and all terms, covenants, and provisions (except as may be expressly amended by any such extension agreement) shall continue in full force and effect and nothing contained in any extension agreement shall have the effect of discharging, merging, replacing or rendering unenforceable this mortgage as security unless the extension or renewal agreement so states.

15. PAYMENT AFTER TERM EXPIRES

No agreement for renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any payment or payments of any kind whatsoever made by the Mortgagor to the Mortgagee after the expiration of the original term of this mortgage or any subsequent term agreed to in writing between the Mortgagor and the Mortgagee and that no renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any other act, matter or thing save the express agreement in writing between the Mortgagor and the Mortgagee.

16. PAYMENT OF CHARGES OR ENCUMBRANCES

In the event of the Mortgage monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all of the rights of and stand in the position of and be entitled to all equities of the parties so paid, whether such charge or encumbrance has or has not been discharged and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid shall be final and binding on the Mortgagor.

17. MONIES RECEIVED BY MORTGAGEE

The Mortgagee shall not be charged with any monies receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other liens, charges, encumbrances or claims against the mortgaged premises or any part thereof, or applied on the mortgage account, or may be used or applied partly in one way or partly in another or others.

18. EXTENSION OF TIME NOT PREJUDICIAL

No extension of time for of the carrying out of any covenant hereunder given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.

19. JUDGMENT NOT TO CAUSE MERGER

The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's right to interest at the aforesaid rate on any monies due and owing to the Mortgagee during the continuance of this security.

20. RIGHT TO INSPECT

The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said lands to inspect the said lands and buildings thereon.

21. RELEASING PARTS OF SECURITY OR PARTIES TO AGREEMENT

The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of or the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefore, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any collateral security, or any persons from this mortgage or from any of the covenants herein contained or contained in any collateral security.

22. MORTGAGOR'S RIGHT TO A DISCHARGE OR ASSIGNMENT OF MORTGAGE

The Mortgagor will not be entitled to a discharge or assignment of this mortgage until and unless it has kept and performed all the covenants, provisos, agreements and stipulations herein contained whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and that the Mortgagor shall and will perform and keep all the provisions and covenants in these presents according to the true intent and meaning thereof; and the Mortgagee shall have a reasonable time after the payment of the mortgage monies in full within which to prepare and

execute a discharge or execute an assignment of this mortgage provided to us by the Mortgagor or a third party; and all legal and other expenses including applicable discharge or assignment fees charged by the Mortgagee, if any, for the preparation and execution of such discharge or execution of such assignment shall be borne by the Mortgagor, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee of all sums due and owing hereunder including the cost of preparation and registration of such discharge or assignment.

23. REMEDIES MAY BE PURSUED INDEPENDENTLY

No right or remedy of the Mortgagee under this mortgage or which the Mortgagee may have at law shall be exclusive or dependent upon any other right or remedy, but any one or more of such rights or remedies may from time to time be exercised independently or in combination.

24. ASSIGNMENT OF RENTS

In the event that the said lands or any part thereof are now or may at any time during the currency of this mortgage be rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor hereby assigns the rentals including any surface or oil and gas lease rentals and the like, payable to the Mortgagor by any such tenant or tenants to the Mortgagee as additional security for payment of the monies from time to time owing under this mortgage, provided that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest or other monies becoming due or secured under this mortgage or in default of the observance or performance of any of the covenants, conditions, stipulations or provisos herein contained.

25. ATTORNMENT

And for the purpose of better securing the punctual payment of the monies hereby secured the Mortgagor hereby attorns to and becomes tenant to the Mortgagee for the said lands at a monthly rental equivalent to the monthly instalments payable hereunder, to be paid in the manner and on the days and times hereinbefore appointed, the legal relationship of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, and on the payment of the said rent the same shall be taken to be and shall be, in the satisfaction of interest, principal and other charges as herein appointed. Provided also that the Mortgagee may at any time after default in payment or performance or compliance with any covenant hereunder, enter into and upon the said lands or any part thereof, and determine the tenancy hereby created without giving any notice to quit; but the Mortgagor agrees that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession so as to be accountable for any monies except those actually received, whether from a tenant or otherwise.

26. MORTGAGE TO BIND HEIRS, ETC.

This mortgage and all the covenants and stipulations contained herein shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and such heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.

27. "MORTGAGOR" MAY HAVE PLURAL MEANING

Whenever the singular or the masculine pronoun is used throughout this mortgage the same shall be construed as meaning the plural or the feminine (or neuter in the case of a company) where the context or the parties hereto so require, and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several.

28. PARTIAL INVALIDITY

Each provision of this mortgage is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this mortgage.

29. CORPORATIONS WAIVE PROVISIONS OF THE LIMITATION OF CIVIL RIGHTS ACT AND THE LAND CONTRACTS (ACTIONS) ACT

The following paragraph applies only if the Mortgagor is a corporate body, in which case the Mortgagor also covenants and agrees with the Mortgagee: (a) That *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, aforesaid, with respect to this mortgage; and (b) That *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this mortgage, any charge or other security for the payment of money made, given or created by this mortgage, or any agreement renewing or extending this mortgage and shall in no way limit the rights, powers or remedies of the Mortgagee granted hereunder.

30. MORTGAGOR MORTGAGES LAND

And for the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee its estate and interest in the said lands.

31. REDUCED INTEREST RATE

Notwithstanding anything in this mortgage contained, the Mortgagee may forgive to the Mortgagor the payment of interest on the money hereby secured and then outstanding, at the full rate thereof and instead charge to the Mortgagor a reduced rate of interest. Any such forgiveness of interest so payable shall not prejudice or affect any right or remedy that the Mortgagee may have pursuant to this mortgage except for the interest so forgiven.

32. HEADINGS

The descriptive headings of this mortgage are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

33. MORTGAGE SECURING REVOLVING OR CYCLICAL CREDIT AGREEMENT

Where this mortgage secures Revolving Line of Credit or Cyclical (Quick Loan) credit agreements, the Mortgagor acknowledges and agrees that the mortgage shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the mortgage, notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

34. DEEMED REINVESTMENT

The Deemed Reinvestment Principle shall not apply to the calculation and payment of interest under this mortgage. The nominal rate method of interest calculation shall apply. It is understood and agreed that the Mortgagee shall not be deemed to reinvest any interest from time to time received by the Mortgagee hereunder.

35. RE-ADVANCES

When not in default, the Mortgagor may request, and the Mortgagee may, in its absolute and sole discretion, re-advance any principal portion of the within mortgage loan which has been repaid by the Mortgagor to the Mortgagee, but only to the extent that the principal balance outstanding after such re-advance shall not exceed the amount of the original principal sum secured. The Mortgagor agrees that notwithstanding that the mortgage may be reduced and re-advances made, this mortgage secures all sums ultimately due and owing by the mortgagor to the Mortgagee in respect of this mortgage, including any re-advancement of principal monies made by the Mortgagee to the Mortgagor at any time. No change to the terms of repayment, the obligations of the Mortgagor, or the manner of payment or the amount of interest shall operate as a release or discharge of this mortgage. For the purposes of priority of advances as provided under *The Land Titles Act, 2000*, this mortgage is and shall be considered a mortgage that provides for readvances of credit up to a specific principal sum.

36. HAZARDOUS SUBSTANCES

The Mortgagor hereby covenants and represents that the mortgaged premises (or any part thereof) does not contain urea formaldehyde (foam insulation), asbestos, P.C.B.s, radioactive materials or substances determined to be injurious to human life or health (hereinafter referred to as "Hazardous Substances") nor any such Hazardous Substances contained in the soil of the mortgage premises nor shall any such Hazardous Substances be used in the construction or any improvements on the mortgage premises. The presence of any such Hazardous Substances will be considered as an act of default by the Mortgagor under this mortgage and the Mortgagor shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the mortgaged premises or any Hazardous Substances and such liability shall survive foreclosure or payment of this mortgage or any debt arising thereunder and any other exercise by the Mortgagee of any remedies available to it against the Mortgagor or the Guarantors.

37. CROSS-DEFAULT

If the Mortgagor defaults in observance or performance of any of the covenants, terms provisos or conditions in any mortgage to which this Mortgage is subject, or to which this Mortgage is in priority, or defaults under any additional security or collateral security relating to the said mortgaged premises, or defaults under any other loan made by the Mortgagee to the Mortgagor, then in such event the principal sum hereby secured shall, at the exclusive option of the Mortgagee, forthwith become due and payable, and all of the powers of the Mortgagee under this mortgage in the event of default may be exercised. Further, the mortgagor covenants and agrees that default under any instrument given as additional or collateral security to and for the repayment of the monies secured by this mortgage shall constitute default hereunder and shall entitle the Mortgagee to exercise any or all of the rights and remedies available to it and provided for in the event of default hereunder.

38. MORTGAGE INCORPORATES OFFER TO FINANCE

The terms and conditions contained in an Offer to Finance or Loan Application made by the Mortgagee to the Mortgagor together with such other amendments as may be agreed to between the Mortgagor and the Mortgagee from time to time are incorporated into and form part of this Mortgage. To the extent that there is any conflict or inconsistency between the terms of any Offer to Finance or Loan Application and the Mortgage, the terms of the Mortgage shall prevail. Any default by the Mortgagor in the performance of any of the covenants, terms and conditions of the Offer to Finance shall constitute a default under this mortgage.

39. APPLICABLE LAW

This mortgage shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

40. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

41. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions set forth in the attached Schedules shall form part of and are incorporated into this mortgage.

WITNESS WHEREOF the mortgagor has caused to be affixed its corporate seal duly attested by the signatures of its proper officers in that behalf this 26 day of August, 2015, at Regina, Saskatchewan.



CROFT AGGREGATES LIMITED

Print Exact Name of Corporation

By: [Signature]
(Officer of Corporation)

By: [Signature]
(Officer of Corporation)

SWORN before me by at Regina, Saskatchewan this 1st d
of September, 2023.

THIS AGREEMENT made in triplicate this 26 day of August, 2015.

BETWEEN:

CROFT AGGREGATES LIMITED
(The "Assignor")

A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~

OF THE FIRST PART

AND:

CONEXUS CREDIT UNION 2006
(The "Assignee")

OF THE SECOND PART

ASSIGNMENT OF LEASES AND RENTS

WHEREAS:

- A. By an indenture in writing executed the 26 day of August, 2015, (the "Mortgage") the Assignor did mortgage to the Assignee the lands and premises situated in the Province of Saskatchewan and described as:

Surface Parcel #111654884
Reference Land Description: NE Sec 06 Twp 18 Rge 18 W2 Extension 12
As described on Certificate of Title #94R17339, description 12

to secure the payment of **ONE MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND (\$1,875,000.00) DOLLARS** with interest thereon and other charges as mentioned in the Mortgage;

- B. The Assignor has or intends in the future, to lease or demise the said lands and the buildings and improvements thereon or part or parts thereof;
- C. The advance of the monies secured by the said mortgage is made by the Assignee to the Assignor conditional, *inter alia*, upon the Assignor assigning to the Assignee all present and future leases entered into by the Assignor with tenants of the lands, or any portion thereof, including, without limitation, the lease or leases described in any Schedule attached hereto and made part hereof (herein after called the "Leases"), together with all rights, benefits and advantages to be derived therefrom, including all rents, issues and profits of the lands, payable under any Leases;

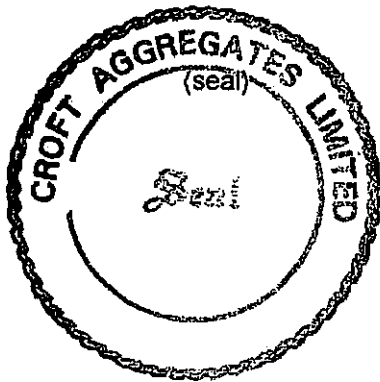
NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the advance of the loan, the Assignor does hereby agree with the Assignee as follows:

1. The Assignor does hereby assign to the Assignee the Leases together with all rents, issues and profits that are now or may hereafter become reserved and payable thereunder, including any and all benefits and advantages that may be derived therefrom or with respect thereto, and also the full benefit of all powers and all covenants and provisos contained in the Leases with full power and authority in the name of the Assignee or the Assignor or otherwise to enforce the performance of the covenants and other matters contained in the Leases.
2. This assignment shall be effective immediately upon execution by the Assignor and is not conditional upon the occurrence of any default under the Mortgage or any other contingency or event, provided, however, that until the Assignor is in default under the terms of the said mortgage or this assignment or any other document collateral hereto, the Assignor shall be entitled to receive all the rents payable under the Leases, but nothing herein shall permit or authorize the Assignor to collect any of the rents contrary to the provisions of this Agreement.

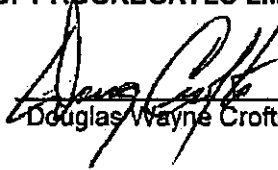
3. Nothing herein shall be deemed to have the effect of making the Assignee responsible for the collection of the rent or any part thereof, or for the performance of any covenant, term or condition, either by the lessor or the lessee contained in any such Lease, and the Assignee shall not, by virtue of this Agreement, be deemed a mortgagee in possession of the lands.
4. The Assignor further covenants and agrees with the Assignee as follows:
 - (a) It has not and will not do or omit to do any act having the effect of terminating, cancelling or accepting surrender of any Leases or of waiving, releasing, reducing or abating any rights or remedies of the Assignor or the obligations of any other party thereunder or in connection therewith;
 - (b) None of such rights, remedies or obligations are or will be affected by any other agreement, document or understanding or by any reduction, abatement, set-off or counterclaim.
 - (c) None of the Leases or the Assignor's rights thereunder, including the right to receive rents, has been or will be amended, assigned, encumbered, discounted or anticipated;
 - (d) The Assignor will observe and perform all of its obligations under each of the Leases;
 - (e) The Assignor will not permit any action to be taken, the effect of which would be to create a merger of the interests of the landlord and tenant under the Leases;
 - (f) The Assignor will not collect nor accept payment of the rents or part thereof in advance of the time for payment and will not permit the suspension or abatement of any rents or other monies payable under the Leases without the prior written consent of the Assignee;
 - (g) The Assignee shall be entitled to exercise its rights hereunder in such manner as the Assignee may deem fit, and the failure of the Assignee to exercise any or all of its rights shall not constitute a waiver of the said rights herein granted to the Assignee;
 - (h) A demand on the tenant under any of the Leases by the Assignee for payment of rent or other sum payable under the Leases shall be a sufficient warrant to such tenant to make future payments or rent, or other monies payable thereunder to the Assignee without the necessity of the Assignor consenting thereto;
 - (i) This assignment is collateral security for the due payment of the loan secured by the mortgage and for the performance of the covenants therein contained, and this assignment shall not be construed as altering in any way the terms, conditions and provisions of the mortgage.
5. The Assignee shall be liable to account for any such monies as may actually come into its hands by virtue of this assignment, less collection charges, and such monies when so received shall be applied on account of the monies due under the Mortgage to which this assignment is taken as collateral security.
6. In the event that the Assignor is a body corporate, the Assignor hereby agrees:
 - (a) that *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, with respect to this assignment; and,
 - (b) that *The Limitation of Civil Rights Act* of the Province of Saskatchewan or any provision thereof shall have no application to this assignment and shall in no way limit the rights, powers or remedies of the Assignee hereunder.

7. It is hereby agree that, in the event of any particular provisions of this Agreement are determined to be unenforceable or void by a Court of competent jurisdiction, such provisions shall be deemed to be severable and such determination shall solely affect such provisions and shall not, in itself, impair or render void or unenforceable the remaining provisions of this Agreement.
8. The Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest, mortgage or charge in all or part of the lands or rents whether made before or after this Agreement and this agreement shall not merge in or be replaced by any subsequent security agreement, mortgage or charge judgment obtained by the Assignee unless expressly provided to the contrary in writing by the Assignee.
9. When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors and permitted assigns. If more than one Assignor executes this Agreement, the obligations of each Assignor hereunder shall be joint and several.

SIGNED, SEALED AND DELIVERED by the Assignor on the day and year first above written.



CROFT AGGREGATES LIMITED

Per: 
Douglas Wayne Crofts, President

PROVINCE OF SASKATCHEWAN – THE LAND TITLES ACT MORTGAGE

CROFT AGGREGATES LIMITED
(called the "Mortgagor")

being registered as owner of an estate in fee simple of and in those surface and or mineral parcels in the Province of Saskatchewan described as follows:

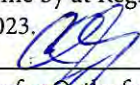

Surface Parcel # 111654918
Reference Land Description: NW Sec 06 Twp 18 Rge 18 W 2 Extension 15
As described on Certificate of Title 98RA02527, description 15.

Surface Parcel # 111654884
Reference Land Description: NE Sec 06 Twp 18 Rge 18 W 2 Extension 12
As described on Certificate of Title 94R17339, description 12.

Surface Parcel # 111654895
Reference Land Description: Blk/Par B Plan No 101145114 Extension 13
As described on Certificate of Title 98RA02527, description 13.

This is Exhibit "F" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st d
of September, 2023.


A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~ 

(the "mortgaged premises" or the "said lands")

in consideration of the sum of \$ 8,500,000.00 lent to the Mortgagor by
CONEXUS CREDIT UNION 2006, whose postal address is
PO BOX 1960 STATION MAIN, REGINA, SK S4P 4M1, in the Province of
Saskatchewan, who and whose successors and assigns are hereinafter included in the expression the "Mortgagee", the
receipt of which sum is hereby acknowledged, covenants and agrees with the Mortgagee as follows:

1. REPAYMENT

The Mortgagor will pay to the Mortgagee in lawful money of Canada, at the office of the Mortgagee in the Province of Saskatchewan set out above, the said EIGHT MILLION FIVE HUNDRED THOUSAND (\$8,500,000.00) DOLLARS plus interest at a fluctuating rate equal to the Mortgagee's Prime Rate as established by the Mortgagee, plus 4.0% per annum, ON DEMAND. In the event of inconsistency between this Mortgage and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

For the purposes of this Mortgage the term "Loan Agreement" shall mean any Promissory Note, Revolving Line of Credit Agreement, Quick Loan Agreement, Guarantee, Bill of Exchange or any other evidence of the indebtedness owing from the Mortgagor to the Mortgagee including the renewals of, substitutions for or amendments to the same or any of them or any part thereof.

This mortgage is a collateral security only, and secures the performance or payment and satisfaction of any and all Loan Agreements, obligations, indebtedness and liability of the Mortgagor to the Mortgagee (including interest thereon), whether present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any unpaid balance thereof, and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

2. PREPAYMENT PRIVILEGES

The prepayment privileges, if any, of the mortgage are set out on the attached Schedule, which forms part of and is incorporated into this mortgage.

3. ARREARS OF INTEREST TO BE TREATED AS PRINCIPAL

All interest shall become due on the instalment payment dates as aforesaid and all interest on becoming overdue shall be forthwith treated (as to payment thereon) as principal and shall bear interest at the rate aforesaid as well after as before maturity of this mortgage and shall be payable on the dates hereinbefore provided for the payment of instalments, and all such interest shall be a charge on the said lands. On default of payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable thereon and in case the interest and compound interest are not paid by the next calculation (compound) date as provided for in the mortgage, a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount of interest and compound interest then due, as well after as before maturity, default and judgment, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

4. MORTGAGOR TO PAY MORTGAGEE'S COSTS

All solicitors, inspectors, valuers, and surveyors fees and expenses for drawing and registering this mortgage or for examining the mortgaged premises together with all expenses incurred by the Mortgagee for the preservation or protection of the security, or to remedy any default of the Mortgagor hereunder, including advances or payments made for principal, insurance premiums, taxes or rates, or in or toward payment of prior liens, charges, encumbrances or claims charged or to be charged against the mortgaged premises and in maintaining, repairing, restoring or completing the mortgaged premises, and in inspecting, leasing, managing, or improving the mortgaged premises, and in exercising any right, power, remedy or purpose of the mortgagee and legal costs, as between solicitor and client, and an allowance for the time, work and expenses of the Mortgagee, whether such sums are advanced or incurred with the knowledge, consent, concurrence or acquiescence of the Mortgagor or otherwise, are secured hereby and shall be a charge on the mortgaged premises, and shall be added to the principal sum hereby secured and bear interest at the said rate, and all such monies shall be payable to the Mortgagee on demand, or if not demanded then with the next ensuing instalment. In the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002* shall apply to this mortgage, the costs and expenses and fees chargeable to the Mortgagor shall be limited to those allowed under *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*.

5. IMPROVEMENTS AND FIXTURES PART OF MORTGAGED PREMISES

All buildings, erections and improvements, fixed or otherwise, now on or hereafter put upon the mortgaged premises, and all apparatus and equipment appurtenant thereto shall, be treated as fixtures thereon and form part of the realty and of the security and shall be and are included in the expression the "mortgaged premises" and shall not be removed there from during the continuance of the mortgage.

6. COVENANT TO REPAIR

The Mortgagor will remain in possession of the said lands until payment of this mortgage and will well and sufficiently repair and maintain any buildings on the said lands and all fixtures in good and substantial repair; and in the event of a loss or damage thereto or destruction thereof the Mortgagee may give notice to the Mortgagor to repair or rebuild the same within a time to be determined by the Mortgagee and to be stated in such notice; and a failure of the Mortgagor to repair or rebuild within such time shall constitute a default under the mortgage.

7. COVENANTS AS TO TITLE

- (a) The Mortgagor has a good title to the said lands;
- (b) The Mortgagor has the right to mortgage the said lands;
- (c) On default the Mortgagee shall have quiet possession of the said lands free from all encumbrances;
- (d) The Mortgagor will execute such further assurances of the said lands as may be requisite; and
- (e) The Mortgagor has done no act to encumber the said lands.

8. INSURANCE

The Mortgagor will insure and during the continuance of this mortgage keep insured with an insurance company not disapproved by the Mortgagee, each and every building on the said lands to the extent of their full insurable value for extended coverage and against loss or damage by fire, and as the Mortgagee may require from time to time against such additional perils, risks, or events; and if a sprinkler system shall be operated on the mortgaged premises, against loss or damage caused by such sprinkler system; and the Mortgagor will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereto appertaining; and if the Mortgagor neglects to keep the said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least five days before the termination of any insurance evidence of renewal thereof, the Mortgagee shall be entitled, but shall not be obligated, to insure the said buildings or any of them; and the Mortgagor shall forthwith on the happening of any loss or damage furnish at his own expense all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies; and any insurance money may at the option of the Mortgagee be applied in rebuilding, reinstating or repairing the premises, or be paid to the

Mortgagor, or be applied or paid partly in one way and partly in another, or it may be applied in the sole discretion of the Mortgagee in whole or in part on the mortgage debt or any part thereof, whether or not then due; and the Mortgagee shall have a lien for the mortgage debt on all insurance on the said buildings, whether effected under the foregoing covenants or not; and provisions as to insurance shall apply to all buildings and all the fixtures and appurtenances whether now or hereafter erected on the said lands.

9. PAYMENT OF TAXES AND OTHER CHARGES

The Mortgagor will pay when and as the same fall due all taxes, levies, fees, encumbrances or claims which are or may be or become charges or claims against the mortgaged premises. In respect of municipal or school taxes chargeable against the mortgaged premise unless otherwise agreed to by the Mortgagee, the Mortgagor shall pay, in addition to the instalments due, on the dates when instalments of principal hereunder are due, the like proportion of the total taxes next becoming due and payable as estimated by the Mortgagee; and the Mortgagor shall also pay to the Mortgagee on demand the amount, if any, by which the actual taxes exceeded such estimated amount or in the alternative such excess shall become part of the principal and shall bear interest at the rate aforesaid.

10. NO SALE WITHOUT MORTGAGEE'S APPROVAL

In the event of:

- (a) the Mortgagor selling, conveying, transferring, or entering into any agreement of sale or transfer of title of the lands hereby mortgaged to a purchaser, grantee or transferee not approved in writing by the Mortgagee; or
- (b) if such a purchaser, grantee or transferee should fail to (i) apply for and receive the Mortgagee's written approval as foresaid, (ii) personally assume all the obligations of the Mortgagor under this mortgage, and (iii) execute an Assumption Agreement in the form required by the Mortgagee,

at the option of the Mortgagee all monies hereby secured, with accrued interest thereon, shall forthwith become due and payable.

11. DEFAULT

Notwithstanding anything to the contrary herein contained, the Mortgagor shall be deemed to be in default of this Mortgage on each of the following events:

- (a) a default on the part of the Mortgagor in the payment of any instalment of principal or interest or any other sums due under this Mortgage or any mortgage or other charge ranking in priority to the charge of this Mortgage;
- (b) a breach of any of the Mortgagor's covenants or other obligations contained in this Mortgage;
- (c) if the Mortgagor defaults under any other security now or hereafter granted by the Mortgagor to the Mortgagee as additional security for the due performance of the Mortgagor's covenants hereunder;
- (d) if the Mortgagor becomes bankrupt or insolvent or is subjected to the provisions of *the Bankruptcy and Insolvency Act* or any other Act for the benefit of creditors or goes into voluntary or compulsory liquidation or makes an assignment for the benefit of creditors or makes a proposal under *the Bankruptcy and Insolvency Act* or if a petition in bankruptcy is filed against the Mortgagor or if a creditor enters judgment against any of them and any such judgment is not discharged and vacated within 45 days next following the expiry of the applicable appeal period, or if the Mortgagor otherwise acknowledges its insolvency;
- (e) if an encumbrancer takes possession of any part of the Mortgaged Premises or if a liquidator or receiver by appointment or an application for any appointment shall be brought with respect to all or any part of the undertaking, property or assets of the Mortgagor;
- (f) should the Mortgagor or those claiming under it commit any act of waste or in any other way cause or permit, in the sole, unfettered opinion of the Mortgagee, the value of the mortgaged premises to diminish;
- (g) should any representation or warranty made in the Loan Application or Loan Commitment (as the case may be) be found to be false or untrue in any material respect;
- (h) should the mortgaged premises become vacant or unoccupied;
- (i) should the Mortgagor cease to carry on or abandon any business conducted from the mortgaged premises;
- (j) should the Mortgagor fail to observe or perform any of the terms, conditions, provisos, stipulations, undertakings or obligations set forth in any loan agreement or commitment pursuant to which the whole or any part of the principal sum secured by this mortgage or any part thereof were advanced;
- (k) upon the expiry of 45 days from the date of registration of any Builders Lien against the said lands or mortgaged premises which the Mortgagor does not dispute the validity or correctness of by prosecuting legal proceedings for the removal thereof; and
- (l) in the event the Mortgagor is a corporation and shall fail to be a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and in good standing and legally qualified to carry on business in the Province of Saskatchewan.

12. REMEDIES AVAILABLE TO MORTGAGEE ON DEFAULT

In the event of any default of this Mortgage:

- (a) **Perform Mortgagor's Covenants**

The Mortgagee may at the Mortgagor's expense and when and to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation;

(b) **Take Possession**

The Mortgagee or agent of the Mortgagee may enter into possession of the mortgaged premises and whether in or out of possession collect the rents and profits thereof, lease any part thereof, for such term and periods and at such rents as the Mortgagee may think proper, and make such arrangements for completing construction of, taking care of and repairing and putting in order and managing generally the mortgaged premises as the Mortgagee may deem expedient; and the power of sale hereunder may be exercised either before or after and subject to any such demise or lease;

(c) **Right to Distrain**

It shall and may be lawful for and the Mortgagor does hereby grant full power, right and licence to the Mortgagee to enter, seize and distrain upon the mortgaged premises, or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the premises, as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent;

(d) **Right of Foreclosure and Sale**

The Mortgagee may take such proceedings to realize on this mortgage by foreclosure or otherwise as entitled to by law and may sell and dispose of the mortgaged premises with or without entering into possession of the same and with or without notice to the Mortgagor or any party interested in the mortgaged premises.

(e) **Acceleration**

The whole of the principal sum and all other monies hereby secured shall, at the option of the Mortgagee, become immediately due and payable, notwithstanding anything to the contrary herein contained.

(f) **Appointment of Receiver**

In addition to the other remedies available on default, the Mortgagee may appoint by writing or by written instrument a Receiver or a Receiver Manager (the "Receiver") of the mortgaged premises hereby charged upon such terms as to remuneration and otherwise as it shall think fit and may from time to time appoint another in its stead, a Receiver so appointed shall be the agent of the Mortgagor and the Mortgagor shall be responsible for such Receiver's acts and defaults and for his remuneration, costs, charges and expenses to the exclusion of liability on the part of the Mortgagee.

(g) **Receiver's Powers**

The Receiver so appointed shall be entitled to:

- (i) Take possession of the mortgaged premises hereby charged;
- (ii) Carry on or concur in carrying on the business of the Mortgagor and for this purpose to borrow money on the security of the mortgaged premises hereby charged in priority to this mortgage or otherwise;
- (iii) Make arrangements at such time or times as the Mortgagee may deem necessary without the concurrence of any other person for the repairing, finishing, altering, improving, adding to or putting in order the mortgaged premises, sell or lease or concur in selling or leasing the mortgaged premises hereby charged or otherwise deal therewith on such terms in the interest of the Mortgagee as the Receiver shall think fit;
- (iv) Make any arrangements or compromise which the Receiver shall think expedient in the interest of the Mortgagee;
- (v) Defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the mortgaged premises, to defend all suits, proceedings and actions against the Mortgagee or the Receiver;
- (vi) Do all such other acts and things as the Receiver may consider to be incidental or conducive to any of the matters and powers aforesaid in which the Receiver may or can lawfully do as an agent for the Mortgagor.

13. ADVANCES TO BE MADE AT DISCRETION OF MORTGAGEE

Neither the execution or registration of this mortgage nor the advance of part of the monies secured by the mortgage shall bind the Mortgagee to advance the said monies or any unadvanced part thereof, and that the advance of the said monies or any part thereof from time to time shall be in the sole discretion of the Mortgagee.

14. EXTENSION OR AMENDMENT AGREEMENT NEED NOT BE REGISTERED

Any agreement for extension of the term of the mortgage, or any agreement amending the provisions of the mortgage including increasing or decreasing the rate of interest payable hereunder prior to execution of a discharge of this mortgage by the Mortgagee need not be registered with the land registry. If, upon the expiry of any term, the Mortgagee offers to extend the term of this mortgage and the Mortgagor fails to execute an extension agreement as required, the Mortgagee may prescribe the terms of renewal or extension (which will include extending the term for a further period of one year and prescribing the rate of interest payable on the outstanding balance at the then prevailing Mortgagee's one year open mortgage rate) and such terms shall be deemed to apply and be in full force and effect as against the Mortgagor as of the commencement date of the renewal or extended term. This mortgage and all terms, covenants, and provisions (except as may be expressly amended by any such extension agreement) shall continue in full force and effect and nothing contained in any extension agreement shall have the effect of

discharging, merging, replacing or rendering unenforceable this mortgage as security unless the extension or renewal agreement so states.

15. PAYMENT AFTER TERM EXPIRES

No agreement for renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any payment or payments of any kind whatsoever made by the Mortgagor to the Mortgagee after the expiration of the original term of this mortgage or any subsequent term agreed to in writing between the Mortgagor and the Mortgagee and that no renewal hereof or extension of time for payment of any monies hereunder shall result from or be implied from any other act, matter or thing save the express agreement in writing between the Mortgagor and the Mortgagee.

16. PAYMENT OF CHARGES OR ENCUMBRANCES

In the event of the Mortgage monies advanced hereunder or any part thereof being applied to the payment of any charge or encumbrance, the Mortgagee shall be subrogated to all of the rights of and stand in the position of and be entitled to all equities of the parties so paid, whether such charge or encumbrance has or has not been discharged and the decision of the Mortgagee as to the validity or amount of any advance or disbursement made under this mortgage or of any claim so paid shall be final and binding on the Mortgagor.

17. MONIES RECEIVED BY MORTGAGEE

The Mortgagee shall not be charged with any monies receivable or collectible out of the mortgaged premises or otherwise, except those actually received; and all revenue of the mortgaged premises received or collected by the Mortgagee from any source other than payment by the Mortgagor may, at the option of the Mortgagee be used in maintaining or insuring or improving the mortgaged premises, or in payment of taxes or other liens, charges, encumbrances or claims against the mortgaged premises or any part thereof, or applied on the mortgage account, or may be used or applied partly in one way or partly in another or others.

18. EXTENSION OF TIME NOT PREJUDICIAL

No extension of time for of the carrying out of any covenant hereunder given by the Mortgagee to the Mortgagor, or anyone claiming under him, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for payment of the monies hereby secured.

19. JUDGMENT NOT TO CAUSE MERGER

The taking of a judgment on any of the covenants or agreements herein contained shall not operate as a merger thereof or affect the Mortgagee's right to interest at the aforesaid rate on any monies due and owing to the Mortgagee during the continuance of this security.

20. RIGHT TO INSPECT

The Mortgagee or agent of the Mortgagee may, at any time, enter upon the said lands to inspect the said lands and buildings thereon.

21. RELEASING PARTS OF SECURITY OR PARTIES TO AGREEMENT

The Mortgagee may at all times release any part or parts of the said lands or any other security or any surety for payment of all or any part of or the monies hereby secured or may release the Mortgagor or any other person from any covenant or other liability to pay the said monies or any part thereof, either with or without any consideration therefore, and without being accountable for the value thereof or for any monies except those actually received by the Mortgagee, and without thereby releasing any other part of the said lands, or any collateral security, or any persons from this mortgage or from any of the covenants herein contained or contained in any collateral security.

22. MORTGAGOR'S RIGHT TO A DISCHARGE OR ASSIGNMENT OF MORTGAGE

The Mortgagor will not be entitled to a discharge or assignment of this mortgage until and unless it has kept and performed all the covenants, provisos, agreements and stipulations herein contained whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and that the Mortgagor shall and will perform and keep all the provisions and covenants in these presents according to the true intent and meaning thereof; and the Mortgagee shall have a reasonable time after the payment of the mortgage monies in full within which to prepare and execute a discharge or execute an assignment of this mortgage provided to us by the Mortgagor or a third party; and all legal and other expenses including applicable discharge or assignment fees charged by the Mortgagee, if any, for the preparation and execution of such discharge or execution of such assignment shall be borne by the Mortgagor, and interest as aforesaid shall continue to run and accrue until actual payment in full has been received by the Mortgagee of all sums due and owing hereunder including the cost of preparation and registration of such discharge or assignment.

23. REMEDIES MAY BE PURSUED INDEPENDENTLY

No right or remedy of the Mortgagee under this mortgage or which the Mortgagee may have at law shall be exclusive or dependent upon any other right or remedy, but any one or more of such rights or remedies may from time to time be exercised independently or in combination.

24. ASSIGNMENT OF RENTS

In the event that the said lands or any part thereof are now or may at any time during the currency of this mortgage be rented or leased by the Mortgagor to any tenant or tenants, the Mortgagor hereby assigns the rentals including any surface or oil and gas lease rentals and the like, payable to the Mortgagor by any such tenant or tenants to the Mortgagee as additional security for payment of the monies from time to time owing under this mortgage, provided that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest or other monies becoming due or secured under this mortgage or in default of the observance or performance of any of the covenants, conditions, stipulations or provisos herein contained.

25. ATTORNMENT

And for the purpose of better securing the punctual payment of the monies hereby secured the Mortgagor hereby attorns to and becomes tenant to the Mortgagee for the said lands at a monthly rental equivalent to the monthly instalments payable hereunder, to be paid in the manner and on the days and times hereinbefore appointed, the legal relationship of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, and on the payment of the said rent the same shall be taken to be and shall be, in the satisfaction of interest, principal and other charges as herein appointed. Provided also that the Mortgagee may at any time after default in payment or performance or compliance with any covenant hereunder, enter into and upon the said lands or any part thereof, and determine the tenancy hereby created without giving any notice to quit; but the Mortgagor agrees that neither the existence of this clause nor anything done by virtue thereof shall render the Mortgagee a mortgagee in possession so as to be accountable for any monies except those actually received, whether from a tenant or otherwise.

26. MORTGAGE TO BIND HEIRS, ETC.

This mortgage and all the covenants and stipulations contained herein shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each and every of the parties hereto and such heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations and provisos herein contained.

27. "MORTGAGOR" MAY HAVE PLURAL MEANING

Whenever the singular or the masculine pronoun is used throughout this mortgage the same shall be construed as meaning the plural or the feminine (or neuter in the case of a company) where the context or the parties hereto so require, and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several.

28. PARTIAL INVALIDITY

Each provision of this mortgage is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this mortgage.

29. CORPORATIONS WAIVE PROVISIONS OF THE LIMITATION OF CIVIL RIGHTS ACT AND THE LAND CONTRACTS (ACTIONS) ACT

The following paragraph applies only if the Mortgagor is a corporate body, in which case the Mortgagor also covenants and agrees with the Mortgagee: (a) That *The Land Contracts (Actions) Act* of the Province of Saskatchewan shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, aforesaid, with respect to this mortgage; and (b) That *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall have no application to this mortgage, any charge or other security for the payment of money made, given or created by this mortgage, or any agreement renewing or extending this mortgage and shall in no way limit the rights, powers or remedies of the Mortgagee granted hereunder.

30. MORTGAGOR MORTGAGES LAND

And for the better securing to the Mortgagee the repayment in the manner aforesaid of the principal sum and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee its estate and interest in the said lands.

31. REDUCED INTEREST RATE

Notwithstanding anything in this mortgage contained, the Mortgagee may forgive to the Mortgagor the payment of interest on the money hereby secured and then outstanding, at the full rate thereof and instead charge to the Mortgagor a reduced rate of interest. Any such forgiveness of interest so payable shall not prejudice or affect any right or remedy that the Mortgagee may have pursuant to this mortgage except for the interest so forgiven.

32. HEADINGS

The descriptive headings of this mortgage are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

33. MORTGAGE SECURING REVOLVING, CYCLICAL CREDIT AGREEMENT OR VARIABLE RATE CREDIT AGREEMENT

Where this mortgage secures Revolving Line of Credit, Cyclical (Quick Loan) or Variable Rate Credit Agreements, the Mortgagor acknowledges and agrees that:

- (a) the mortgage shall be a continuing security for the payment of all amounts advanced including interest, costs, charges and expenses which may become due and payable under the terms of the mortgage, notwithstanding any fluctuation or change in the amount, nature or form of the indebtedness and any ultimate unpaid balance thereof, whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again;
- (b) in the case of a Variable Rate Credit Agreement, the Mortgagee may vary the applicable interest rate including increasing the applicable percentage above its Prime Rate of Interest or changing the applicable fixed rate of interest on advance notice to the Mortgagor. The Mortgagee will not give notice of change to its Prime Rate of Interest as that information is available at the Mortgagee's branches and on its website.

34. DEEMED REINVESTMENT

The Deemed Reinvestment Principle shall not apply to the calculation and payment of interest under this mortgage. The nominal rate method of interest calculation shall apply. It is understood and agreed that the Mortgagee shall not be deemed to reinvest any interest from time to time received by the Mortgagee hereunder.

35. RE-ADVANCES

When not in default, the Mortgagor may request, and the Mortgagee may, in its absolute and sole discretion, re-advance any principal portion of the within mortgage loan which has been repaid by the Mortgagor to the Mortgagee, but only to the extent that the principal balance outstanding after such re-advance shall not exceed the amount of the original principal sum secured. The Mortgagor agrees that notwithstanding that the mortgage may be reduced and re-advances made, this mortgage secures all sums ultimately due and owing by the mortgagor to the Mortgagee in respect of this mortgage, including any re-advancement of principal monies made by the Mortgagee to the Mortgagor at any time. No change to the terms of repayment, the obligations of the Mortgagor, or the manner of payment or the amount of interest shall operate as a release or discharge of this mortgage. For the purposes of priority of advances as provided under *The Land Titles Act, 2000*, this mortgage is and shall be considered a mortgage that provides for readvances of credit up to a specific principal sum.

36. HAZARDOUS SUBSTANCES

The Mortgagor hereby covenants and represents that the mortgaged premises (or any part thereof) does not contain urea formaldehyde (foam insulation), asbestos, P.C.B.s, radioactive materials or substances determined to be injurious to human life or health (hereinafter referred to as "Hazardous Substances") nor any such Hazardous Substances contained in the soil of the mortgage premises nor shall any such Hazardous Substances be used in the construction or any improvements on the mortgage premises. The presence of any such Hazardous Substances will be considered as an act of default by the Mortgagor under this mortgage and the Mortgagor shall be liable for any and all costs, expenses, damages or liabilities whatsoever without limitation, directly or indirectly arising out of or attributable to the presence on, under or about the mortgaged premises or any Hazardous Substances and such liability shall survive foreclosure or payment of this mortgage or any debt arising thereunder and any other exercise by the Mortgagee of any remedies available to it against the Mortgagor or the Guarantors.

37. CROSS-DEFAULT

If the Mortgagor defaults in observance or performance of any of the covenants, terms provisos or conditions in any mortgage to which this Mortgage is subject, or to which this Mortgage is in priority, or defaults under any additional security or collateral security relating to the said mortgaged premises, or defaults under any other loan made by the Mortgagee to the Mortgagor, then in such event the principal sum hereby secured shall, at the exclusive option of the Mortgagee, forthwith become due and payable, and all of the powers of the Mortgagee under this mortgage in the event of default may be exercised. Further, the mortgagor covenants and agrees that default under any instrument given as additional or collateral security to and for the repayment of the monies secured by this mortgage shall constitute default hereunder and shall entitle the Mortgagee to exercise any or all of the rights and remedies available to it and provided for in the event of default hereunder.

38. MORTGAGE INCORPORATES OFFER TO FINANCE

The terms and conditions contained in an Offer to Finance or Loan Application made by the Mortgagee to the Mortgagor together with such other amendments as may be agreed to between the Mortgagor and the Mortgagee from time to time are incorporated into and form part of this Mortgage. To the extent that there is any conflict or inconsistency between the terms of any Offer to Finance or Loan Application and the Mortgage, the terms of the

Mortgage shall prevail. Any default by the Mortgagor in the performance of any of the covenants, terms and conditions of the Offer to Finance shall constitute a default under this mortgage.

39. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

40. APPLICABLE LAW

This mortgage shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

41. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

42. ADDITIONAL TERMS AND CONDITIONS

The additional terms and conditions set forth in the attached Schedule shall form part of and are incorporated into this mortgage.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

CONSENT OF NON-OWNING SPOUSE

I, _____, non-owning spouse of _____, consent to the above/attached disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above/attached disposition in favour of the Mortgagee to the extent necessary to give effect to this mortgage.

Signature of Non-Ownning Spouse

IF THE MORTGAGOR IS AN INDIVIDUAL:

IN WITNESS WHEREOF the Mortgagor has hereunto signed, sealed and delivered this mortgage, this _____ day of _____, _____ at _____, Saskatchewan.

Signature of Mortgagor(s)

In the presence of:

) _____
) _____
) _____
) _____

Witness

IF MORTGAGOR IS A CORPORATION:

IN WITNESS WHEREOF the mortgagor has caused to be affixed its corporate seal duly attested by the signature(s) of its proper officer(s) in that behalf this 12th day of December, 2022, _____ at Regina, Saskatchewan.

AFFIX CORPORATE SEAL HERE



CROFT AGGREGATES LIMITED

Print Exact Name of Corporation

By:

(Officer of Corporation)

By:

(Officer of Corporation)

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, _____ (Indicate Capacity) certify that I have examined _____ non-owning spouse of _____, the owning spouse, in the above/attached mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

- (a) signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
- (b) understands his or her rights in the homestead.

I further certify that I have not, nor has my employer, partner or clerk, prepared the above/attached mortgage and that I am not, nor is my employer, partner or clerk, otherwise interested in the transaction involved.

DATED this _____ day of _____, _____.

Signature

HOMESTEAD AFFIDAVIT

I, _____, of _____, make oath and say that:

- 1. I am the/a Mortgagor.
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.
 - or-
 - 2. I have no spouse.
 - or-
 - 2. My spouse is a registered owner of the land that is subject matter of this disposition and a co-signator of this disposition.
 - or-
 - 2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
 - or-
 - 2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____)
 in the Province of _____)
 this ____ day of _____, _____)
 _____)

A COMMISSIONER OF OATHS in and for the Province of
 Saskatchewan; Being a Solicitor (or) _____
 My Commission expires: _____

HOMESTEAD AFFIDAVIT

I, _____, of _____, make oath and say that:

- 1. I am the/a Mortgagor.
- 2. My spouse and I have not occupied the land described in this disposition as our homestead at any time during our spousal relationship.
 - or-
 - 2. I have no spouse.
 - or-
 - 2. My spouse is a registered owner of the land that is subject matter of this disposition and a co-signator of this disposition.
 - or-
 - 2. My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
 - or-
 - 2. An order has been made by the Court of Queen's Bench pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

SWORN before me at _____)
 in the Province of _____)
 this ____ day of _____, _____)
 _____)

A COMMISSIONER OF OATHS in and for the Province of
 Saskatchewan; Being a Solicitor (or) _____
 My Commission expires: _____

AFFIDAVIT

CANADA) I, _____,
PROVINCE OF SASKATCHEWAN) of _____, in the Province of Saskatchewan,
TO WIT:) make oath and say:

- 1. THAT I was personally present and did see _____ and
(if applicable) _____
named in the within instrument who is personally known to me to be the person(s) named therein, duly sign and
execute the same for the purposes named therein;
- 2. THAT the same was executed at the _____ of _____,
in the Province of Saskatchewan, and that I am a subscribing witness thereto;
- 3. THAT I know the said _____ and
he/she is in my belief eighteen years of age or more.

SWORN before me at _____)
in the Province of Saskatchewan this _____ day)
of _____, _____)
_____)

_____)
A COMMISSIONER FOR OATHS in and for the Province of
Saskatchewan; Being a Solicitor (or) _____
My Commission Expires: _____

GENERAL ASSIGNMENT OF RENTS AND LEASES

This Assignment made as of the _____ day of December, 2022.

Between:

CROFT AGGREGATES LIMITED
(the “**Borrower**”)

And:

CONEXUS CREDIT UNION 2006
(the “**Lender**”)

This is Exhibit "G" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023.

A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~

WHEREAS the Borrower is the owner of the Property subject to the Mortgage and has agreed to enter into this Assignment with the Lender as collateral security for the due payment of the Mortgage.

NOW THEREFORE, it is hereby covenanted, agreed and declared as follows:

1. In this Assignment, unless there is something in the subject matter or context inconsistent therewith,
 - (a) “**Leases**” includes without limitation:
 - (i) every existing and future lease of and agreement to lease the whole or any portion of the Property and any and all extensions and renewals thereof;
 - (ii) every existing and future tenancy, agreement as to use or occupation and licence in respect of the whole or any portion of the Property, whether or not pursuant to any written lease, agreement or licence and any and all extensions and renewals thereof;
 - (iii) every existing and future indemnity or guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Property; and
 - (iv) every existing and future assignment and agreement to assume the obligations of tenants of the whole or any portion of the Property;
 - (b) “**Mortgage**” means a charge/mortgage of the Property from the Borrower to the Lender securing the principal sum of \$8,500,000.00 and interest thereon; and
 - (c) “**Property**” means the lands and premises described in Schedule “A” attached to this Assignment;
 - (d) “**Rents**” means all rents and other monies now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees, indemnitors and guarantors, under or in respect of the Leases.
2. The Borrower hereby assigns to the Lender, its successors and assigns (as security for the principal, interest, and other amounts secured by the Mortgage and until the monies due under and by virtue of the Mortgage have been fully paid and satisfied) the interest of the Borrower in and to the Leases and Rents, with full power and authority to demand, collect, sue for, recover, receive and give receipts for

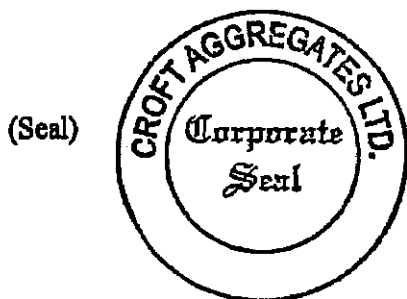
the Rents and to enforce payment of the Rents and performance of the obligations of the tenants, users, occupiers, licensees, indemnitors and guarantors under the Leases in the name of the Borrower or the owner from time to time of the Property.

3. The Borrower hereby covenants and agrees that:
 - (a) none of the Rents has been or will be paid more than one month in advance (except, if so provided in the lease or agreement, for payment of rent for the last month of the term);
 - (b) there has been no default of a material nature which has not been remedied under any of the existing Leases by any of the parties thereto;
 - (c) the Borrower will observe and perform all of the Borrower's obligations under each of the Leases; and
 - (d) the Borrower shall not surrender or materially modify, alter or amend the Leases or any of the benefit or advantage to be derived therefrom, without first obtaining the consent in writing of the Lender.
4. Subject to the provisions of Subsection 3(a) above, the Borrower shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of each of the Leases, unless and until the Mortgage being in default, the Lender shall give notice to the tenant, user, occupier, licensee, indemnitor or guarantor thereunder requiring payment to the Lender.
5. Nothing contained herein or in any statute shall have the effect of making the Lender, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of the covenants, obligations or conditions under or in respect of the Leases or any of them to be observed or performed by the Borrower, and the Lender shall not, by virtue of this Assignment or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Property or the charged premises and the Lender shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases or any of them; and the Lender shall be liable to account only for such monies as shall actually come into its hands, less all costs and expenses and other proper deductions.
6. The Borrower hereby agrees to execute such further assurances as may be reasonably required by the Lender from time to time to perfect this Assignment and whenever in the future any lease, agreement, licence, indemnity or guarantee with respect to the Property is made, the Borrower will forthwith advise the Lender of the terms thereof and, if requested by the Lender, give the Lender a specific assignment of the Rents thereunder in form satisfactory to the Lender.
7. The Borrower further agrees that the Borrower will not lease or agree to lease any part of the Property except at a rent, on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord would expect to receive for the premises to be leased.
8. It is understood and agreed that this Assignment is being taken as collateral security only for the due payment of any sum due under the Mortgage; and that none of the rights or remedies of the Lender under the Mortgage shall be delayed or in any way prejudiced by these presents; and that following registration of a discharge of the Mortgage this Assignment shall be of no further force or effect.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

CONEXUS CREDIT UNION 2006

Per: *[Signature]*



CROFT AGGREGATES LIMITED

Per: *[Signature]*

Title: *Pres / Mgr*

I/we have the authority to bind Croft Aggregates Ltd.

[Signature]
Witness

[Signature]
Witness

[Signature]
DOUGLAS WAYNE CROFTS

[Signature]
SANDRA GAIL CROFTS

SCHEDULE A

LEGAL DESCRIPTION OF THE PROPERTY

Surface Parcel # 111654918

Reference Land Description: NW Sec 06 Twp 18 Rge 18 W 2 Extension 15
As described on Certificate of Title 98RA02527, description 15.

Surface Parcel # 111654884

Reference Land Description: NE Sec 06 Twp 18 Rge 18 W 2 Extension 12
As described on Certificate of Title 94R17339, description 12.

Surface Parcel # 111654895

Reference Land Description: Blk/Par B Plan No 101145114 Extension 13
As described on Certificate of Title 98RA02527, description 13.

Province of Saskatchewan Land Titles Registry Title

Title #: 127592310**As of:** 31 Aug 2023 15:38:55**Title Status:** Active**Last Amendment Date:** 01 Jun 2023 14:31:58.500**Parcel Type:** Surface**Issued:** 12 Apr 2004 16:12:48.896**Parcel Value:** \$93,332.00 CAD**Title Value:** \$93,332.00 CAD**Municipality:** RM OF EDENWOLD NO. 158**Converted Title:** 98RA02527**Previous Title and/or Abstract #:** 104515309

CROFT AGGREGATES LIMITED is the registered owner of Surface Parcel
#111654918

Reference Land Description: NW Sec 06 Twp 18 Rge 18 W 2 Extension 15
As described on Certificate of Title 98RA02527, description 15.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:**Interest #:****159119905**

Mortgage

Value: \$168,914.50 CAD**Reg'd:** 06 Jun 2012 11:04:16**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 118376668**Interest #:****183328612**Enforcement Charge -
Federal Judgment**Value:** \$601,973.83 CAD**Reg'd:** 12 Oct 2018 09:43:31**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A

JUDGMENT DATE: 07-JUN-2018 DEBTOR NAME: Croft Aggregates Limited

Holder:

Her Majesty the Queen in Right of Canada
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 122717448

Int. Register #: 123147446**Judgment Registry #:** 301825162

This is Exhibit "H" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st d
of September, 2023.

A Commissioner for Oaths for Saskatchewan

My Commission expires Oct 31, 2026~~Or Being a Solicitor~~**Interest #:**

183331571Enforcement Charge -
Federal Judgment**Value:** \$347,279.90 CAD
Reg'd: 12 Oct 2018 14:38:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 07-JUN-2018 DEBTOR NAME: Croft Aggregates Limited

Holder:Her Majesty the Queen in Right of Canada
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 122717448**Int. Register #:** 123148346
Judgment Registry #: 301825437**Interest #:**
186753202

Miscellaneous Interest

Value: N/A
Reg'd: 10 Dec 2019 10:38:25
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**KF Aggregates Inc.
P.O. Box 4
Lajord, Saskatchewan, Canada S0G 2V0
Client #: 135733349**Int. Register #:** 123771944**Interest #:**
186855586Enforcement Charge -
Federal Judgment**Value:** \$66,571.97 CAD
Reg'd: 17 Dec 2019 14:45:48
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 02-OCT-2019 DEBTOR NAME: Croft Aggregates Limited

Holder:Canada Revenue Agency, RCCS Division
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 132365224**Int. Register #:** 123784667
Judgment Registry #: 301986239**Interest #:**
188265112

Miscellaneous Interest

Value: N/A
Reg'd: 13 Jul 2020 10:30:07
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/ABy virtue of a Lease and Aggregate Extraction Agreement dated June 1,
2020 between Croft Aggregates Limited and KF Aggregates Inc.**Holder:**

KF AGGREGATES RECYCLING INC.
P.O. BOX 4
LAJORD, Saskatchewan, Canada S0G 2V0
Client #: 130827843

Int. Register #: 124062870

Interest #:
188371402

Builders' Lien

Value: \$1,631,768.25 CAD
Reg'd: 27 Jul 2020 08:31:58
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
KF AGGREGATES RECYCLING INC.
P.O. BOX 4
LAJORD, Saskatchewan, Canada S0G 2V0
Client #: 130827843

Int. Register #: 124082401

Interest #:
195401932

Miscellaneous Interest

Value: \$59,233.68 CAD
Reg'd: 25 Nov 2022 12:38:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: 31 Dec 2030 00:00:00

CROFT AGGREGATES owes me \$59233.68 for gravel hauling done on these properties

Holder:
SINGH (I)
5341 GORDON ROAD REGINA SK S4W0K6
REGINA, Saskatchewan, Canada S4W 0K6
Client #: 132415455

Int. Register #: 125394835

Interest #:
195757453

Mortgage

Value: \$8,500,000.00 CAD
Reg'd: 20 Jan 2023 14:18:52
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CONEXUS CREDIT UNION 2006
P.O. BOX 1960, STN. MAIN
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 128241053

Int. Register #: 125459871

Interest #:
195757497

Assignment of Rents

Value: N/A
Reg'd: 20 Jan 2023 14:18:52

Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 CONEXUS CREDIT UNION 2006
 P.O. BOX 1960, STN. MAIN
 REGINA, Saskatchewan, Canada S4P 4M1
Client #: 128241053

Int. Register #: 125459882

Interest #:
196573786

Builders' Lien

Value: \$19,677.26 CAD
Reg'd: 12 May 2023 14:21:38
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 UPPAL TRANS LOGISTICS INC.
 3707 CREEKSIDE RD.
 REGINA, Saskatchewan, Canada S4N 7N3
Client #: 130558349

Int. Register #: 125599382

Interest #:
196739690

Builders' Lien

Value: \$59,233.68 CAD
Reg'd: 01 Jun 2023 14:31:58
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
 JD TRUCKING LTD.
 250 NORTH SERVICE ROAD#3 MOOSE JAW
 REGINA, Saskatchewan, Canada S6H 4P5
Client #: 129829405

Int. Register #: 125628835

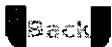
Addresses for Service:

| Name | Address |
|---|---|
| Owner: CROFT AGGREGATES LIMITED | 2500-13TH AVENUE, UNIT #100 REGINA, Saskatchewan, Canada S4P 0W2 |
| Client #: 117873131 | |

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 111654895 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 127592354 **As of:** 31 Aug 2023 15:38:17
Title Status: Active **Last Amendment Date:** 01 Jun 2023 14:31:58.796
Parcel Type: Surface **Issued:** 12 Apr 2004 16:12:49.320
Parcel Value: \$46,668.00 CAD
Title Value: \$46,668.00 CAD **Municipality:** RM OF EDENWOLD NO. 158
Converted Title: 98RA02527
Previous Title and/or Abstract #: 104515286

CROFT AGGREGATES LIMITED is the registered owner of Surface Parcel #111654895

Reference Land Description: Blk/Par B Plan No 101145114 Extension 13
As described on Certificate of Title 98RA02527, description 13.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
159119893

Mortgage

Value: \$168,914.50 CAD
Reg'd: 06 Jun 2012 11:04:16
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn. Main
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 102031591

Int. Register #: 118376668

Interest #:
183328634

Enforcement Charge -
Federal Judgment

Value: \$601,973.83 CAD
Reg'd: 12 Oct 2018 09:43:31
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 07-JUN-2018 DEBTOR NAME: Croft Aggregates Limited

Holder:
Her Majesty the Queen in Right of Canada
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 122717448

Int. Register #: 123147446
Judgment Registry #: 301825162

Interest #:

183331593Enforcement Charge -
Federal Judgment**Value:** \$347,279.90 CAD
Reg'd: 12 Oct 2018 14:38:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 07-JUN-2018 DEBTOR NAME: Croft Aggregates Limited

Holder:Her Majesty the Queen in Right of Canada
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 122717448**Int. Register #:** 123148346
Judgment Registry #: 301825437**Interest #:**
186753178

Miscellaneous Interest

Value: N/A
Reg'd: 10 Dec 2019 10:38:25
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**KF Aggregates Inc.
P.O. Box 4
Lajord, Saskatchewan, Canada S0G 2V0
Client #: 135733349**Int. Register #:** 123771944**Interest #:**
186855564Enforcement Charge -
Federal Judgment**Value:** \$66,571.97 CAD
Reg'd: 17 Dec 2019 14:45:48
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 02-OCT-2019 DEBTOR NAME: Croft Aggregates Limited

Holder:Canada Revenue Agency, RCCS Division
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 132365224**Int. Register #:** 123784667
Judgment Registry #: 301986239**Interest #:**
188265123

Miscellaneous Interest

Value: N/A
Reg'd: 13 Jul 2020 10:30:07
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

By virtue of a Lease and Aggregate Extraction Agreement dated June 1, 2020 between Croft Aggregates Limited and KF Aggregates Inc.

Holder:

KF AGGREGATES RECYCLING INC.
P.O. BOX 4
LAJORD, Saskatchewan, Canada S0G 2V0
Client #: 130827843

Int. Register #: 124062870

Interest #:
188371413

Builders' Lien

Value: \$1,631,768.25 CAD
Reg'd: 27 Jul 2020 08:31:58
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
KF AGGREGATES RECYCLING INC.
P.O. BOX 4
LAJORD, Saskatchewan, Canada S0G 2V0
Client #: 130827843

Int. Register #: 124082401

Interest #:
195401943

Miscellaneous Interest

Value: \$59,233.68 CAD
Reg'd: 25 Nov 2022 12:38:09
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: 31 Dec 2030 00:00:00

CROFT AGGREGATES owes me \$59233.68 for gravel hauling done on these properties

Holder:
SINGH (I)
5341 GORDON ROAD REGINA SK S4W0K6
REGINA, Saskatchewan, Canada S4W 0K6
Client #: 132415455

Int. Register #: 125394835

Interest #:
195757464

Mortgage

Value: \$8,500,000.00 CAD
Reg'd: 20 Jan 2023 14:18:52
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
CONEXUS CREDIT UNION 2006
P.O. BOX 1960, STN. MAIN
REGINA, Saskatchewan, Canada S4P 4M1
Client #: 128241053

Int. Register #: 125459871

Interest #:
195757486

Assignment of Rents

Value: N/A
Reg'd: 20 Jan 2023 14:18:52

Interest Register Amendment Date: N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

CONEXUS CREDIT UNION 2006
 P.O. BOX 1960, STN. MAIN
 REGINA, Saskatchewan, Canada S4P 4M1
Client #: 128241053

Int. Register #: 125459882**Interest #:**
196573797

Builders' Lien

Value: \$19,677.26 CAD**Reg'd:** 12 May 2023 14:21:38**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

UPPAL TRANS LOGISTICS INC.
 3707 CREEKSIDE RD.
 REGINA, Saskatchewan, Canada S4N 7N3
Client #: 130558349

Int. Register #: 125599382**Interest #:**
196740489

Builders' Lien

Value: \$59,233.68 CAD**Reg'd:** 01 Jun 2023 14:31:59**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

JD TRUCKING LTD.
 250 NORTH SERVICE ROAD#3 MOOSE JAW
 REGINA, Saskatchewan, Canada S6H 4P5
Client #: 129829405

Int. Register #: 125628857**Addresses for Service:****Name****Address****Owner:**

CROFT AGGREGATES LIMITED

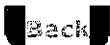
2500-13TH AVENUE, UNIT #100 REGINA, Saskatchewan,
Canada S4P 0W2

Client #: 117873131

Notes:

Under The Planning and Development Act, 2007, the title for this parcel and parcels 111654918 may not be transferred or, in certain circumstances, mortgaged or leased separately without the approval of the appropriate planning authority. If you believe this restriction does not apply to this parcel, please contact 1-866 ASK-ISC1 to have the restriction reviewed.

Parcel Class Code: Parcel (Generic)



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Province of Saskatchewan Land Titles Registry Title

Title #: 146981526 **As of:** 31 Aug 2023 15:39:24
Title Status: Active **Last Amendment Date:** 01 Jun 2023 14:31:59.020
Parcel Type: Surface **Issued:** 28 Aug 2015 15:56:52.956
Parcel Value: \$5,000,000.00 CAD
Title Value: \$5,000,000.00 CAD **Municipality:** RM OF EDENWOLD NO. 158
Converted Title: 94R17339
Previous Title and/or Abstract #: 139013973

CROFT AGGREGATES LIMITED is the registered owner of Surface Parcel
#111654884

Reference Land Description: NE Sec 06 Twp 18 Rge 18 W 2 Extension 12
As described on Certificate of Title 94R17339, description 12.

This title is subject to any registered interests set out below and the exceptions, reservations and interests mentioned in section 14 of *The Land Titles Act, 2000*.

Registered Interests:

Interest #:
172233671

Mortgage

Value: \$2,125,000.00 CAD
Reg'd: 28 Aug 2015 15:56:53
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:

Business Development Bank of Canada
Attn: Legal Services, Suite 1500 - 1133 Melville Street
Vancouver, British Columbia, Canada V6E 4E5
Client #: 104272769

Int. Register #: 121061517

Interest #:
172346429

Miscellaneous Interest

Value: N/A
Reg'd: 10 Sep 2015 10:35:34
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holders as Joint Tenants

Holder:

Business Development Bank of Canada
Attn: Legal Services, Suite 1500 - 1133 Melville Street
Vancouver, British Columbia, Canada V6E 4E5
Client #: 104272769

Holder:

CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn Main
Regina, Saskatchewan, Canada S4P 4M1

Client #: 112892306**Int. Register #:** 121086514**Interest #:**
172233682

Mortgage

Value: \$1,875,000.00 CAD
Reg'd: 28 Aug 2015 15:56:54
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn Main
Regina, Saskatchewan, Canada S4P 4M1
Client #: 112892306**Int. Register #:** 121061528**Interest #:**
172346430

Miscellaneous Interest

Value: N/A
Reg'd: 10 Sep 2015 10:35:34
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holders as Joint Tenants****Holder:**Business Development Bank of Canada
Attn: Legal Services, Suite 1500 - 1133 Melville Street
Vancouver, British Columbia, Canada V6E 4E5
Client #: 104272769**Holder:**CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn Main
Regina, Saskatchewan, Canada S4P 4M1
Client #: 112892306**Int. Register #:** 121086514**Interest #:**
172233693

Assignment of Rents

Value: N/A
Reg'd: 28 Aug 2015 15:56:54
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**CONEXUS CREDIT UNION 2006
P.O. Box 1960 Stn Main
Regina, Saskatchewan, Canada S4P 4M1
Client #: 112892306**Int. Register #:** 121061539**Interest #:**

183328623Enforcement Charge -
Federal Judgment**Value:** \$601,973.83 CAD
Reg'd: 12 Oct 2018 09:43:31
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 07-JUN-2018 DEBTOR NAME: Croft Aggregates Limited

Holder:Her Majesty the Queen in Right of Canada
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 122717448**Int. Register #:** 123147446
Judgment Registry #: 301825162**Interest #:**
183331560Enforcement Charge -
Federal Judgment**Value:** \$347,279.90 CAD
Reg'd: 12 Oct 2018 14:38:06
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 07-JUN-2018 DEBTOR NAME: Croft Aggregates Limited

Holder:Her Majesty the Queen in Right of Canada
1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 122717448**Int. Register #:** 123148346
Judgment Registry #: 301825437**Interest #:**
186753189

Miscellaneous Interest

Value: N/A
Reg'd: 10 Dec 2019 10:38:25
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A**Holder:**KF Aggregates Inc.
P.O. Box 4
Lajord, Saskatchewan, Canada S0G 2V0
Client #: 135733349**Int. Register #:** 123771944**Interest #:**
186855553Enforcement Charge -
Federal Judgment**Value:** \$66,571.97 CAD
Reg'd: 17 Dec 2019 14:45:48
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

JUDGMENT DATE: 02-OCT-2019 DEBTOR NAME: Croft Aggregates Limited

Holder:

Canada Revenue Agency, RCCS Division

1955 Smith Street
Regina, Saskatchewan, Canada S4P 2N9
Client #: 132365224

Int. Register #: 123784667
Judgment Registry #: 301986239

Interest #:
187540926

Builders' Lien

Value: \$5,645.71 CAD
Reg'd: 26 Mar 2020 08:47:38
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
JCA HOLDINGS LTD.
2 PERCIVAL DRIVE
EMERALD PARK, Saskatchewan, Canada S4L 1B7
Client #: 132690236

Int. Register #: 123914055

Interest #:
188265099

Miscellaneous Interest

Value: N/A
Reg'd: 13 Jul 2020 10:30:07
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

By virtue of a Lease and Aggregate Extraction Agreement dated June 1, 2020 between Croft Aggregates Limited and KF Aggregates Inc.

Holder:
KF AGGREGATES RECYCLING INC.
P.O. BOX 4
LAJORD, Saskatchewan, Canada S0G 2V0
Client #: 130827843

Int. Register #: 124062870

Interest #:
188371435

Builders' Lien

Value: \$1,631,768.25 CAD
Reg'd: 27 Jul 2020 08:31:58
Interest Register Amendment Date: N/A
Interest Assignment Date: N/A
Interest Scheduled Expiry Date: N/A
Expiry Date: N/A

Holder:
KF AGGREGATES RECYCLING INC.
P.O. BOX 4
LAJORD, Saskatchewan, Canada S0G 2V0
Client #: 130827843

Int. Register #: 124082401

Interest #:
195401954

Miscellaneous Interest

Value: \$59,233.68 CAD
Reg'd: 25 Nov 2022 12:38:09

Interest Register Amendment Date: N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** 31 Dec 2030 00:00:00

CROFT AGGREGATES owes me \$59233.68 for gravel hauling done on these properties

Holder:

SINGH (I)

5341 GORDON ROAD REGINA SK S4W0K6

REGINA, Saskatchewan, Canada S4W 0K6

Client #: 132415455**Int. Register #:** 125394835**Interest #:**
195757475

Mortgage

Value: \$8,500,000.00 CAD**Reg'd:** 20 Jan 2023 14:18:52**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

CONEXUS CREDIT UNION 2006

P.O. BOX 1960, STN. MAIN

REGINA, Saskatchewan, Canada S4P 4M1

Client #: 128241053**Int. Register #:** 125459871**Interest #:**
195757509

Assignment of Rents

Value: N/A**Reg'd:** 20 Jan 2023 14:18:52**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

CONEXUS CREDIT UNION 2006

P.O. BOX 1960, STN. MAIN

REGINA, Saskatchewan, Canada S4P 4M1

Client #: 128241053**Int. Register #:** 125459882**Interest #:**
196573810

Builders' Lien

Value: \$19,677.26 CAD**Reg'd:** 12 May 2023 14:21:38**Interest Register Amendment Date:** N/A**Interest Assignment Date:** N/A**Interest Scheduled Expiry Date:** N/A**Expiry Date:** N/A**Holder:**

UPPAL TRANS LOGISTICS INC.

3707 CREEKSIDE RD.

REGINA, Saskatchewan, Canada S4N 7N3

Client #: 130558349**Int. Register #:** 125599382

Interest #:
196740546

Builders' Lien

Value: \$59,233.68 CAD

Reg'd: 01 Jun 2023 14:31:59

Interest Register Amendment Date: N/A

Interest Assignment Date: N/A

Interest Scheduled Expiry Date: N/A

Expiry Date: N/A

Holder:

JD TRUCKING LTD.

250 NORTH SERVICE ROAD#3 MOOSE JAW

REGINA, Saskatchewan, Canada S6H 4P5

Client #: 129829405

Int. Register #: 125628879

Addresses for Service:

Name

Address

Owner:

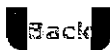
CROFT AGGREGATES LIMITED

2500-13TH AVENUE, UNIT #100 REGINA, Saskatchewan,
Canada S4P 0W2

Client #: 117873131

Notes:

Parcel Class Code: Parcel (Generic)



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This is Exhibit "I" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day
of September, 2023.



A Commissioner for Oaths for Saskatchewan

My Commission expires Oct 31, 2026

~~Or Being a Solicitor~~ 

CREDIT UNION

GENERAL SECURITY AGREEMENT

1. SECURITY INTEREST

For valuable consideration, the undersigned, **CROFT AGGREGATES LIMITED** (hereinafter called the "Debtor") HEREBY GRANTS, CHARGES AND RESERVES to

CONEXUS CREDIT UNION of Regina, Saskatchewan (hereinafter called the "Credit Union"), A SECURITY INTEREST (HEREINAFTER CALLED THE "SECURITY INTEREST"), IN ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PROPERTY, (all of which property, together with the proceeds as hereinafter described, is herein referred to as the "Collateral").

— except the Collateral described herein
(Check if Applicable)

2. MEANING OF TERMS

The terms, "Goods, Fixtures, Inventory, Equipment, Accounts, Money, Chattel Paper, Intangibles, Documents of Title, Instruments, Securities, Fixtures, Accession and Proceeds or proceeds" whenever used herein, shall have the respective meanings ascribed to each such term in **The Personal Property Security Act** as amended from time to time. The term "Securities" in this agreement shall not be limited to the principal amount or face amount of the Securities or any proceeds realized from the sale or realization of the Securities, and shall include any and all accrued interest or any other payments or dividends that may accrue or otherwise be paid on or to the benefit of the said Securities, or in whose name the Security is indicated and any increase in value of the Securities.

3. SECURITY INTEREST EXTENDS TO PROCEEDS

The Debtor hereby agrees that the Security Interest granted herein extends to all cash and non-cash Proceeds of the Collateral of whatever, nature and kind, and include any interest earned on or any dividend or payment made in relation to the Collateral. The Security Interest shall not apply or extend to the last day of the term of any lease, but upon Default the Debtor shall stand possessed of such last day in trust to assign the same as the Credit Union may direct.

4. INDEBTEDNESS SECURED

The Security Interest granted by the Debtor to the Credit Union secures the performance or payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Credit Union (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor be bound alone or with another or others, and whether as principal, surety or guarantor (hereinafter called the "indebtedness"). The term "Agreed Rate" shall mean the rate of interest payable under the document(s) evidencing the indebtedness and in the event any such documents bear differing rates of interest the term "Agreed Rate" shall mean the highest of such rates of interest.

5. PROCEEDS OF COLLATERAL HELD IN TRUST

Before or after Default under this agreement, the Credit Union may notify any debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor on an Instrument (hereinafter collectively called the "Account Debtor") to make all payments on Collateral to the Credit Union. The Debtor acknowledges that the proceeds of all sales, or any payments on or other proceeds of the Collateral, including but not limited to payments on, or other proceeds of, the Collateral received by the Debtor from any Account Debtor, whether before or after notification of this Security Interest to such Account Debtor and whether before or after Default under this agreement, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

6. APPLICATION OF MONIES RECEIVED

All monies collected or received by the Credit Union from or with respect to the Collateral shall be applied on account of the indebtedness in such manner as the Credit Union deems best, or at the option of the Credit Union, may be held unapplied in a Collateral accounts, or released to the Debtor, all without prejudice to the rights of the Credit Union.

7. COVENANTS OF THE DEBTOR

The Debtor covenants and agrees:

- (a) To defend the Collateral against all claims and demands of all persons claiming the Collateral or an interest therein at any time;
- (b) Upon demand, to furnish in writing, all information requested concerning the Collateral and permit the Credit Union, from time to time, to inspect the Collateral, and for such purpose to enter the premises of the Debtor.
- (c) To give the Credit Union thirty (30) days notice of any intended change of name of the Debtor;
- (d) Upon demand, to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Credit Union with respect to the Collateral in order to give effect to this agreement including but not limited to any forms or agreements as may be required by the Saskatchewan Crop Insurance Corporation or its successors and to pay all costs for searches and filings;
- (e) To pay any taxes, rates, liens, rents, charges, encumbrances, claims or any other payments relating to the Collateral; in the event that the Debtor should fail to pay the same, the Credit Union may pay the same, but shall not be obliged to do so, and any such payments made by the Credit Union, together with all costs, charges and expenses which may be incurred, shall forthwith be repayable by the Debtor to the Credit Union and until repaid shall be added to the indebtedness hereby secured and shall be a charge upon the Collateral and bear interest at the Agreed Rate;
- (f) To reimburse the Credit Union for any costs or expenses, including legal fees on a solicitor and client basis, incurred by the Credit Union in enforcing this agreement or realizing upon its Security Interest and such costs, until paid, shall form a charge upon the Collateral and bear interest at the Agreed Rate. Provided in the event **The Saskatchewan Farm Security Act** as may be amended or replaced from time to time, applies to this agreement, the costs, expenses and fees chargeable to the Debtor shall be limited to those allowed under that Act.

- (g) To keep the Collateral continuously insured with such carriers and in such amounts and against such risks and with such loss payable clause as may be required by the Credit Union. All policies of insurance shall provide for ten (10) days written notice of cancellation by the insurer to the Credit Union, and the Credit Union shall be furnished with satisfactory evidence of compliance with the foregoing. In the event of loss, the Credit Union shall have full power to collect any and all insurance upon the Collateral, and then to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the Collateral;
- (h) To prevent the Collateral from being or becoming attached as an accession to other property not subject to the Security Interest;
- (i) To ensure that the Collateral has not been or will not be attached to real estate property in such manner as to become a Fixture, without the prior written consent of the Credit Union;
- (j) To immediately advise the Credit Union if the Collateral is damaged, destroyed, expropriated or stolen;
- (k) To immediately reduce, by an amount set by the Credit Union, the indebtedness, in the event the Collateral shall deteriorate in value;
- (l) Not to remove, or permit the removal of, the Collateral from the Province of Saskatchewan without prior written consent of the Credit Union;
- (m) To deliver to the Credit Union any proceeds of Collateral evidenced by Instruments or Chattel Paper;
- (n) Except as herein provided, to not sell, lease or dispose of any Collateral or any interest therein, without the prior written consent of the Credit Union;
- (o) To keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- (p) To keep the Collateral free of all liens, encumbrances, or Security Interest except the Security Interest granted herein or such other Security Interest as may be approved in writing by the Credit Union prior to their creation.

In the event the debtor carries on a farm or agricultural operation the following provisions will also apply:

- (q) To attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten Livestock and to grow, cultivate, spray, irrigate, cut harvest, pick, clean, preserve and protect Crops, all according to the most approved methods of farming husbandry and to keep the farm on which the Collateral is located free of noxious weeds and grasses; maintain the present buildings and improvements on the said farm in good condition and repair;
- (r) To provide suitable range, pasture, and feed for all Livestock and care for and protect them from disease, damage, injury, death, destruction by weather, wild animals, theft or other cause;
- (s) To market such Livestock as the Credit Union shall authorize or direct;
- (t) To pay, when due, all obligations incurred for labour or material or otherwise in care or feeding or shearing of such Livestock;
- (u) That all proceeds and right to payment from the sale of crops, grains and Inventory are hereby assigned to the Credit Union, and the Debtor agrees to deliver to the Credit Union the Debtor's Canadian Wheat Board Producer's permit book, if so requested by the Credit Union;
- (v) To assign and transfer to the Credit Union all the Debtor's right, title and interest to indemnity under any contract of crop insurance with the Saskatchewan Crop Insurance Corporation or any other insurer;
- (w) To allow the Credit Union, at its election, to enter upon the Debtor's lands and do all such things for the production, harvesting, storage and marketing of Crops as it shall deem proper. All of the Debtor's tools, animals, machinery and Equipment and all buildings on any of the Debtor's lands shall be available for the Credit Union's exclusive use for any of these purposes;
- (x) To allow the Credit Union, at its election, to enter upon any lands where any of the Livestock may be situated and take and retain possession of such Livestock, doing all things that the Credit Union shall deem necessary or appropriate for the carrying or disposition thereof, including but not limited to, caring for, protecting, feeding, lambing, shearing, running, preparing for market and marketing all or any of such Livestock. For any of such purposes, the Credit Union shall have the exclusive use of the Debtor's farming outfit, whether or not part of the Collateral, including but not limited to his feed, range, barns, sheds, corrals, machinery, tools and Equipment; and
- (y) That the security interest in Crops attaches all future Crops to be grown on the land mortgaged by way of a real property mortgage executed in conjunction with or collateral to this security agreement and any renewals thereof.

8. REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants:

- (a) The Collateral is genuine;
- (b) The Debtor is entitled to create the Security Interest granted hereunder; and
- (c) The Security Interest created hereunder is and will remain a charge upon the Collateral in priority to all Security Interests except those expressly agreed to by the Credit Union.

9. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder (herein referred to as "Default"):

- (a) If the Debtor should fail to pay any part of the indebtedness, or any other liability to the Credit Union, when due, or fail to perform or observe any other covenant or condition contained in this agreement or contained in any other agreement with the Credit Union;
- (b) If any representation or warranty made by the Debtor herein or in any loan application or financial statement given by the Debtor to the Credit Union is bound to be incorrect;
- (c) If, without the consent of the Credit Union, the Debtor sells, transfers, assigns, or in any way parts with possession of, or removes from the Province of Saskatchewan, the Collateral, or attempts or intends to do any of the same;
- (d) If any execution, judgement or other process of Court shall become enforceable against the Debtor, or if a distress or analogous process should be levied upon the property of the Debtor, or any part thereof, or if a receiver or trustee be appointed for the Debtor or the Debtor's assets;
- (e) If any other party claiming a security interest, charge, mortgage or lien on the Collateral enforces or takes steps to enforce its security against the Collateral;
- (f) If, in the opinion of the Credit Union, upon commercially reasonable grounds, its Security Interest in the Collateral is endangered;
- (g) If the Debtor should become insolvent or bankrupt or is the subject of a petition in bankruptcy or makes a general assignment in bankruptcy for the benefit of creditors or otherwise acknowledges insolvency, or if a corporation, fails to maintain its corporate existence;

- (h) If an individual, the Debtor or a declaration of incompetency by a competent jurisdiction with respect to the Debtor; or
- (i) If the Debtor has ceased to carry on or abandoned his business.

10. **USE OF COLLATERAL**

Until Default, the Debtor:

- (a) Shall generally be entitled to possess, operate, collect, use and enjoy the Collateral in any manner not inconsistent with the terms hereof.
- (b) Where the Collateral is used in a Farm Business, may retain possession of the Collateral and harvest, process and store and use in any lawful manner not inconsistent with the agreement herein or with the terms and conditions of any policy of insurance thereon and may use and consume any hay, grain, food, forage, fodder or Crops covered hereby in preserving and preparing for market any Livestock in which the Credit Union has a security interest.
- (c) May sell Inventory in the ordinary course of business provided that:
 - (i) All sales shall be on commercially reasonable terms;
 - (ii) All cash proceeds of sales shall immediately be deposited with the Credit Union;
 - (iii) The proceeds of any such sales may, at the option of the Credit Union, be applied to the indebtedness; and
 - (iv) The Credit Union may collect the proceeds of any Accounts and other non-cash proceeds of sale, and at its discretion, sell or dispose of any or all of the proceeds of the said sale without notice to the Debtor.

A "sale in the ordinary course of business" does not include a transfer in partial or total satisfaction of a debt or any bulk sale.

11. **ACCELERATION OF INDEBTEDNESS ON DEFAULT**

In the event of Default the Credit Union, in its sole discretion, may declare all or any part of the indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause are not intended to affect the right of the Credit Union to demand payment with respect to any indebtedness which may now or hereafter be payable on demand.

12. **REMEDIES ON DEFAULT**

Upon Default, in addition to any other rights or remedies it may have at law, the Credit Union may:

- (a) By its officers, employees or agents, and at any time during the night or day, enter lands or premises where the Collateral or any part thereof may be, for the purpose of taking possession or removing the Collateral and, if necessary, may enter buildings or enclosures wheresoever the Collateral may be found;
- (b) Without notice to the Debtor, seize, collect, realize, sell, lease, borrow money on the security of, release to third parties, use in such manner and upon such terms and conditions and at such times as it deems advisable;
- (c) At its option, elect to retain all or any part of the Collateral in satisfaction of the obligations of the Debtor under this agreement then outstanding provided that the Credit Union shall not be deemed to have so elected, unless notice in writing to that effect is served upon the Debtor; and;
- (d) By instrument appoint a receiver or a receiver manager (herein called the "Receiver") of the Collateral and the undertaking of the Debtor or any part thereof and of the rents and/or profits derived therefrom and with or without security, and may from time to time by similar writing remove any Receiver without appointing another in his stead and the Credit Union may apply to a Court of competent jurisdiction for such appointment and removal.

13. **APPOINTMENT OF RECEIVER**

The following provisions shall apply to and upon the appointment of a Receiver by the Credit Union:

- (a) A statutory declaration of an officer or other duly authorized representative of the Credit Union as to Default under this agreement shall be conclusive evidence thereof for the purposes of the appointment of such Receiver;
- (b) Every such Receiver shall be the irrevocable agent or attorney of the Debtor (whose appointment as such shall be revocable only by the Credit Union) for the collection of all rents and profits falling due and becoming payable in respect of the Collateral or any part thereof whether in respect of any tenancies created in priority to this agreement or subsequent thereto, or otherwise;
- (c) Every such Receiver may, in the discretion of the Credit Union be vested with all or any of the powers and discretion of the Credit Union;
- (d) The Credit Union may from time to time fix the remuneration for every such Receiver, who shall be entitled to deduct the same out of revenue or sale proceeds of the Collateral;
- (e) Every such Receiver shall so far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Debtor and in no event the agent of the Credit Union;
- (f) The appointment of every such Receiver by the Credit Union shall not incur or create any liability on the part of the Credit Union to the Receiver or to the Debtor or to any other person, firm or corporation in any respect;
- (g) No such Receiver shall be liable to the Debtor to account for monies other than monies actually received by him in respect of the Collateral and out of such monies so received from time to time every such Receiver may, subject to the claims of any creditors ranking in priority to this agreement, pay: the indebtedness; his remuneration; costs and expenses incurred by him in his capacity as Receiver; and, at his discretion, monies payable on encumbrances on the Collateral subsequent in priority to the interest of the Credit Union; and that such Receiver shall in his discretion retain reasonable reserves to meet accruing amounts and anticipated payments in connection with any of the foregoing and further that any surplus remaining in the hands of every such Receiver, after payments made and such reasonable reserves retained as aforesaid, shall be payable to those parties who may appear to be entitled thereto.

POWERS OF RECEIVER

(h) The Receiver shall have power to:

- (i) take possession of and to collect the Collateral for those purposes to enter any premises of the Debtor and to act in the name of the Debtor or otherwise as the Receiver considers necessary;
- (ii) rent or lease any portion of the Collateral for such term and subject to such provisions as he may deem advisable or expedient, subject to the restrictions on leasing contained in any existing leases or agreements to lease affecting any of the Collateral or to terminate any existing leases or tenancies as he shall consider advisable or expedient, and in so doing, every such Receiver shall act as the attorney or agent of the Debtor and shall have authority to execute under seal of the Debtor any lease of the Collateral in the name of and on behalf of the Credit Union, and the Debtor agrees to ratify and confirm whatever such Receiver may do in the premises;

- (iii) make arrangements, at such time or times as it may deem necessary with or without the concurrence of any other persons, for the repairing, finishing, altering, improving, adding to, or putting in order the Collateral;
 - (iv) manage, operate, and conduct the undertakings of the Debtor, or any part thereof and may make capital expenditures with respect thereto, in the name of the Debtor;
 - (v) employ or retain and discharge any persons (including legal counsel, accountants, engineers and other reasonably necessary experts or consultants) upon the terms and at the remuneration the Receiver considers proper;
 - (vi) make any compromise or arrangements which the Receiver considers expedient in the interest of the Credit Union and to assent to any modification of this agreement and to exchange any part or parts of the Collateral for any property suitable for the purposes of the Debtor upon such terms as the Receiver considers expedient, either with or without payment of money or equality of exchange or otherwise;
 - (vii) borrow money upon the security of the whole or any part of the Collateral, in the amount from time to time required by the Receiver for any purpose hereunder and in so doing the Receiver may issue certificates (each herein called a "Receiver's Certificate") that may be payable when the Receiver thinks expedient and which shall bear interest as stated therein and the amounts from time to time payable under any Receiver's Certificate shall charge the Collateral in priority to this agreement;
 - (viii) sell or lease or concur in the selling or leasing of the whole or any part of the Collateral;
 - (ix) defend and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Collateral, to defend all suits, proceedings and actions against the Credit Union or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action; and
 - (x) execute all documents on behalf of the Debtor and appoint a signing officer for such purpose.
- (j) In exercising the Receiver's foregoing power to sell or lease the Collateral, the Receiver may in his absolute discretion:
- (i) sell the whole or any part of the Collateral at public auction, by public or private tender, or by private sale;
 - (ii) effect a sale or lease by conveying in the name of or on behalf of the Credit Union or otherwise;
 - (iii) make any stipulation as to title or conveyance or commencement of title;
 - (iv) rescind or vary any contract of sale or lease;
 - (v) re-sell or re-lease without being answerable for any loss occasioned thereby; and
 - (vi) sell on terms as to credit as shall appear to be most advantageous to the Receiver and if a sale is on credit the Receiver shall not be accountable for any monies until actually received;
- (k) No purchaser at any sale purporting to be made by the Receiver pursuant to the aforesaid power shall be bound to enquire whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which the sale is made, or otherwise as to the propriety of the sale or regularity of its proceedings, or be affected by notice that no default has been made or continues, or notice that sale is otherwise unnecessary, improper or irregular, and despite any impropriety or irregularity, or notice thereof to any purchaser the sale as regards that purchaser shall be conclusively deemed to be within the aforesaid powers
- (l) the Credit Union may at any time terminate any such Receivership by notice in writing to the debtor and to the Receiver; and
- (m) the Debtor hereby releases and discharges the Credit Union and every such Receiver from every claim of every nature, whether in damages for negligence or trespass or otherwise, which may arise or be caused to the Debtor or any person claiming through or under it by reason or as a result of anything done by the Credit Union or any such Receiver under the provisions of this agreement, unless such claim is the direct and proximate result of bad faith or gross neglect.

14. OTHER AGREEMENTS - POWER OF ATTORNEY

The Debtor shall from time to time, execute, draw and endorse and deliver all such Instruments and documents and do all such things as the Credit Union may deem necessary or desirable for the purpose of perfecting the Security Interest of the Credit Union in the Collateral or for carrying into effect any or all of the provisions of this agreement or for securing the fulfilment of all obligations contained herein of the Debtor to the Credit Union. The Debtor hereby appoints the Credit Union and its General Manager and persons for the time being acting as Managers of branches of the Credit Union where an account of the Debtor may be kept and any person or persons from time to time named by the Credit Union for the purpose hereinafter mentioned, and any one of them acting alone, the attorneys and attorney of the said Debtor with full power of substitution from time to time for and in the name of the Debtor to do whatever the said attorneys or attorney may deem expedient for the purpose of carrying into effect any or all of the provisions of this agreement. This appointment being made in consideration of a loan or loans, advance or advances, by the Credit Union to the Debtor or to a third party at the request or guarantee of the Debtor shall be irrevocable and shall be of full force and effect whenever and so often as any indebtedness by the Debtor to the Credit Union is unpaid or any such obligation as aforesaid to the Credit Union in unfulfilled and notwithstanding any occurrence or event which would otherwise terminate such agency. Every power, right and discretion vested by law in the Credit Union or conferred upon it by this agreement may be exercised on its behalf by the said officers or acting officers of the Credit Union or any person or persons from time to time named by the Credit Union for such purpose, and any one of them acting alone.

15. CHARGES AND EXPENSES

The Credit Union shall use reasonable care in the custody and preservation of the Collateral, provided however, that reasonable care shall not include taking steps to preserve rights against other person. All reasonable charges and expenses incurred either directly or indirectly by the Credit Union in seizing, caring for, preserving, and selling or otherwise disposing of the Collateral (including legal costs on a solicitor and client basis) shall be a debt due to the Credit Union and forthwith payable by the Debtor and shall form a charge on the Collateral and bear interest at the Agreed Rate. Provided in the event The Saskatchewan Farm Security Act, as may be amended or replaced from time to time, applies to this agreement, the costs, expenses and fees chargeable to the Debtor shall be limited to those allowed under that Act.

16. CREDIT UNION NOT LIABLE TO INSTITUTE PROCEEDINGS

The Credit Union shall not be liable or accountable for any failure to seize, collect, realize upon, sell, lease or obtain payment of or for the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession of or payment of the Collateral or for the purpose of preserving any rights of the Credit Union, the Debtor, or any other person in respect of the Collateral.

17. DEBTOR LIABLE FOR DEFICIENCY

Without limiting any rights the Credit Union may have at law, the Debtor shall be liable for and forthwith pay any deficiency remaining after the sale or disposition of the Collateral.

18. **CORPORATE WAIVER**
(a) In the event that the Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan or any provision thereof shall have no application to this agreement or any agreement or instrument renewing or extending or collateral to this agreement.
(b) In the event the Debtor is an agricultural corporation as defined in The Saskatchewan Farm Security Act and has received independent legal advice concerning and prior to entry into this agreement, then it is agreed that the provisions of Part IV of The Saskatchewan Farm Security Act, other than Section 46, shall not apply to the Debtor or this agreement.
19. **AGREEMENT IN ADDITION TO OTHER SECURITY AGREEMENTS**
This Agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest, mortgage or charge in all or part of the Collateral whether made before or after this agreement and this agreement shall not merge in or be replaced by any subsequent security agreement, mortgage or charge or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.
20. **NOTICES**
Any notice, demand, request, statement or instrument required or permitted to be given under this agreement must be in writing and will be deemed to have been delivered ten (10) days after posting if mailed by first class registered mail, postage prepaid, to the Debtor's address as it appears after the Debtor's signature hereto.
21. **NO PRESENTATION OR WARRANTIES BY CREDIT UNION**
The Debtor acknowledges that the Credit Union has made no representations or warranties other than those contained in this agreement.
22. **PARTIAL INVALIDITY**
It is hereby agreed that, in the event any particular provisions of this agreement are determined to be unenforceable or void by a Court of competent jurisdiction, such provisions shall be deemed to be severable and such determination shall solely affect such provisions and shall not, in itself, impair or render void or unenforceable the remaining provisions of this agreement.
23. **OBLIGATIONS JOINT AND SEVERAL**
This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors and permitted assigns. If more than one Debtor executes this agreement, the obligations of each Debtor hereunder shall be joint and several.
24. **NO WAIVER UNLESS IN WRITING**
No waiver, extension of time, or other indulgence shall be binding upon the Credit Union unless made in writing by the Credit Union.
25. **PERFORM DEBTOR'S COVENANTS**
Upon the Debtor's failure to perform any of its duties hereunder, the Credit Union may, but shall not be obligated to, perform any or all of such duties, and the Debtor shall pay to the Credit Union, forthwith upon written demand therefor, an amount equal to the expense incurred by the Credit Union in so doing plus interest thereon from the date such expense is incurred until it is paid at the Agreed Rate.
26. **EXTENSION OF TIME NOT PREJUDICIAL**
The Credit Union may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral as the Credit Union may see fit without prejudice to the liability of the Debtor or the Credit Union's right to hold and realize the Security Interest and without prejudice to the rights of the Credit Union with respect to any future time limits or breach.
27. **SINGULAR READ AS PLURAL**
When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.
28. **COLLATERAL INCLUDES PART THEREOF**
Any reference herein to the Collateral shall, unless the context otherwise requires, be deemed to refer to the Collateral or any part thereof.
29. **ATTACHMENT - PURCHASE MONEY SECURITY INTEREST**
The Security Interest created hereby is intended to attach when this agreement is signed by the Debtor and delivered to the Credit Union. To the extent that the Security Interest was granted in relation to a loan or loans made by the Credit Union to enable the Debtor to acquire rights in any or all of the Collateral, the Credit Union is and shall be considered a Purchase Money Secured party, and may at its discretion disburse the proceeds directly to the seller of Collateral or party holding a prior Security Interest.
30. **LIEN ON SHARES AND DEPOSITS**
The Debtor acknowledges that in addition to the Security Interest created by this agreement, the Credit Union has a statutory lien upon any share held by the Debtor, and any amount standing to the credit of the Debtor or his legal representative with the Credit Union, for any debt due by the Debtor, whether as principal, guarantor or otherwise, and that the Credit Union may enforce the lien in any manner and apply any monies to the credit of the Debtor towards the debt due to the Credit Union.
31. **APPLICABLE LAW**
This agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

32.

HEADINGS

The descriptive headings of this agreement are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

33.

ACKNOWLEDGEMENT AND WAIVER

The Debtor acknowledges having read the terms and conditions herein and have received a copy of this agreement. The Debtor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or any renewal thereof, and expressly agrees that the Credit Union shall not be obligated to provide the Debtor with a copy of any such statements or other registration.

34.

EXCEPTED COLLATERAL

The security interest does not attach to the following described Collateral. Describe the excepted Collateral, if any, below.

NB If this clause is not completed the Security interest attaches to all present and after acquired property.

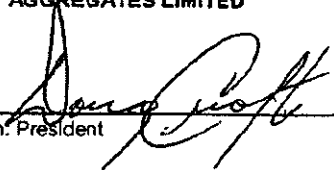
IN WITNESS WHEREOF the Debtor has hereunto signed, sealed and delivered this agreement this 5 day of APRIL 2004, at REGINA, Saskatchewan.

COMPANY
SEAL

IF DEBTOR IS A CORPORATION

CROFT AGGREGATES LIMITED

Position: President



FULL NAME OF DEBTOR

FULL ADDRESS OF DEBTOR

CROFT AGGREGATES LIMITED

**PO BOX 445
LUMSDEN SK S0G 3C0**

SCHEDULE "A"

(For any Collateral required to be registered by serial number, obtain the information as may be required under The Personal Property Security Act. The Special Registration Requirements of The Personal Property Security Act must be followed.)

| Type or Kind of Collateral | Serial Number | Year | Make & Model | Colour |
|----------------------------|---------------|------|--------------|--------|
|----------------------------|---------------|------|--------------|--------|

Serial numbered goods include motor vehicles as described above, trailers, mobile homes, aircrafts, boats and outboard motors for boats.

NB A motor vehicle generally includes any mobile device propelled primarily by a motor and by which a person or thing may be transported or drawn for use on a road or natural terrain, or that is used in the construction or maintenance of roads and includes a pedal bicycle with a motor attached, ~~a combine and a tractor~~ but does not include a device that runs on rails or machinery designed only for use in farming other than a combine or tractor.

SPECIFIC SECURITY AGREEMENT

1. SECURITY INTEREST

For valuable consideration, the undersigned,
CROFT AGGREGATES LIMITED
P.O. Box 445, Lumsden, SK S0G 3C0
Regina, SK. S4R 1H5

(the "Debtor")

HEREBY GRANTS, CHARGES AND RESERVES to:

CONEXUS CREDIT UNION 2006,
P.O. Box 1960 Stn Main, Regina, SK S4P 4M1

(the "Credit Union")

A SECURITY INTEREST (HEREINAFTER CALLED THE "SECURITY INTEREST"), IN THE PROPERTY DESCRIBED HEREIN, (all of which property, together with all cash and non-cash proceeds thereof, is herein referred to as the "Collateral").

This is Exhibit "J" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023.


A Commissioner for Oaths for Saskatchewan

My Commission expires Oct 31, 2026

~~Or Being a Solicitor~~

2. MEANING OF TERMS

The terms, "Goods, Fixtures, Inventory, Equipment, Accounts, Money, Chattel Paper, Intangibles, Documents of Title, Instruments, Investment Property, Fixtures, Accession and Proceeds" whenever used herein, shall have the respective meanings ascribed to each such term in *The Personal Property Security Act, 1993*, as amended from time to time. The term "Investment Property" in this agreement shall not be limited to the principal amount or face amount of the Investment Property or any proceeds realized from the sale or realization of the Investment Property, and shall include any and all accrued interest or any other payments or dividends that may accrue or otherwise be paid on or to the benefit of the said Investment Property, or in whose name the Investment Property is indicated and any increase in value of the Investment Property.

3. SECURITY INTEREST EXTENDS TO PROCEEDS

The Debtor hereby agrees that the Security Interest granted herein extends to all cash and non-cash Proceeds of the Collateral of whatever nature and kind, and includes any interest earned on or any dividend or payment made in relation to the Collateral. The Security Interest shall not apply or extend to the last day of the term of any lease, but upon Default the Debtor shall stand possessed of such last day in trust to assign the same as the Credit Union may direct.

4. INDEBTEDNESS SECURED

The Security Interest granted by the Debtor to the Credit Union secures the performance or payment and satisfaction of any and all obligations, indebtedness and liability of the Debtor to the Credit Union (including interest thereon), present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again, and whether the Debtor be bound alone or with another or others, and whether as principal, surety or guarantor (the "Indebtedness"). The term "Agreed Rate" shall mean the rate of interest payable under the document(s) evidencing the Indebtedness and in the event any such documents bear differing rates of interest the term "Agreed Rate" shall mean the highest of such rates of interest.

5. PROCEEDS OF COLLATERAL HELD IN TRUST

Before or after Default under this agreement, the Credit Union may notify any debtor of the Debtor on an Intangible, Chattel Paper or Account, or any obligor on an Instrument (collectively, called the "Account Debtor") to make all payments on Collateral to the Credit Union. The Debtor acknowledges that the proceeds of all sales, or any payments on or other proceeds of the Collateral, including but not limited to payments on, or other proceeds of, the Collateral received by the Debtor from any Account Debtor, whether before or after notification of this Security Interest to such Account Debtor and whether before or after Default under this agreement, shall be received and held by the Debtor in trust for the Credit Union and shall be turned over to the Credit Union upon request. The Debtor agrees that it will not commingle any proceeds of or payments on the Collateral with any of the Debtor's funds or property, but will hold them separate and apart.

6. APPLICATION OF MONIES RECEIVED

All monies collected or received by the Credit Union from or with respect to the Collateral shall be applied on account of the Indebtedness in such manner as the Credit Union deems best, or at the option of the Credit Union, may be held unapplied in a Collateral account, or released to the Debtor, all without prejudice to the rights of the Credit Union.

7. COVENANTS OF THE DEBTOR

The Debtor covenants and agrees:

- a) To defend the Collateral against all claims and demands of all persons claiming the Collateral or an interest therein at any time;
- b) Upon demand, to furnish in writing, all information requested concerning the Collateral and permit the Credit Union, from time to time, to inspect the Collateral, and for such purpose to enter the premises of the Debtor;
- c) To give the Credit Union thirty (30) days notice of any intended change of name of the Debtor;
- d) Upon demand, to do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by the Credit Union with respect to the Collateral in order to give effect to this agreement including but not limited to any forms or agreements as may be required by the Saskatchewan Crop Insurance Corporation or its successor and to pay all costs for searches and filings;
- e) To pay any taxes, rates, liens, rents, charges, encumbrances, claims or any other payments relating to the Collateral; in the event that the Debtor should fail to pay the same, the Credit Union may pay the same, but shall not be obligated to do so, and any such payments made by the Credit Union, together with all costs, charges and expenses which may be incurred, shall forthwith be repayable by the Debtor to the Credit Union and until repaid shall be added to the Indebtedness hereby secured and shall be a charge upon the Collateral and bear interest at the Agreed Rate;
- f) To reimburse the Credit Union for any costs or expenses, including legal fees on a solicitor and client basis, incurred by the Credit Union in enforcing this agreement or realizing upon its Security Interest and such costs, until paid, shall form a charge upon the Collateral and bear interest at the Agreed Rate. Provided in the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002* as may be amended or replaced from time to time, applies to this agreement, the costs, expenses and fees chargeable to the Debtor shall be limited to those allowed under that Act;
- g) To keep the Collateral continuously insured with such carriers and in such amounts, and against such risks and with such loss payable clause as may be required by the Credit Union. All policies of insurance shall provide for ten (10) days written notice of cancellation by the insurer to the Credit Union, and the Credit Union shall be furnished with satisfactory evidence of compliance with the foregoing. In the event of loss, the Credit Union shall have full power to collect any and all insurance upon the Collateral, and then to apply the same at its option to any obligation secured hereby, whether or not matured, or to the restoration or repair of the Collateral;
- h) To prevent the Collateral from being or becoming attached as an accession to other property not subject to the Security Interest;
- i) To ensure that the Collateral has not been or will not be attached to real estate property in such manner as to become a Fixture, without the prior written consent of the Credit Union;
- j) To immediately advise the Credit Union if the Collateral is damaged, destroyed, expropriated or stolen;
- k) To immediately reduce, by an amount set by the Credit Union, the Indebtedness, in the event the Collateral shall deteriorate in value;
- l) Not to remove, or permit the removal of, the Collateral from the Province of Saskatchewan without prior written consent of the Credit Union;
- m) To deliver to the Credit Union any proceeds of Collateral evidenced by Instruments or Chattel Paper;
- n) Except as herein provided, to not sell, lease or dispose of any Collateral or any interest therein, without the prior written consent of the Credit Union;
- o) To keep the Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance;
- p) To keep the Collateral free of all liens, encumbrances, or Security Interests except the Security Interest granted herein or such other Security Interests as may be approved in writing by the Credit Union prior to their creation.

The following additional provisions apply where the Security Interest is taken and reserved in Crops:

- q) To grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect Crops, all according to the most approved methods of farming husbandry and to keep the farm on which the Collateral is located free of noxious weeds and grasses; maintain the present buildings and improvements on the said farm in good condition and repair;
- r) That all proceeds and right to payment from the sale of Crops, Grains and Inventory are hereby assigned to the Credit Union, and the Debtor agrees to deliver to the Credit Union the Debtor's Canadian Wheat Board Producer's permit book, if so requested by the Credit Union;

- s) To assign and transfer to the Credit Union all the Debtor's right, title and interest to indemnity under any contract of crop insurance with the Saskatchewan Crop Insurance Corporation or any other insurer;
- t) To allow the Credit Union, at its election, to enter upon the Debtor's lands and do all such things for the production, harvesting, storage and marketing of Crops as it shall deem proper. All of the Debtor's tools, animals, machinery and Equipment and all buildings on any of the Debtor's lands shall be available for the Credit Union's exclusive use for any of these purposes;
- u) That the security interest in Crops attaches all future Crops to be grown on the land mortgaged by way of a real property mortgage executed in conjunction with or collateral to this security agreement and any renewals thereof.

The following additional provisions apply where the Security Interest is taken and reserved in Cattle and Livestock:

- v) To attend to and care for the Cattle and Livestock; do all other acts which may be necessary to raise and fatten Cattle and Livestock;
- w) To market such Cattle and Livestock as the Credit Union shall authorize or direct;
- x) To allow the Credit Union, at its election, to enter upon any lands where any of the Cattle and Livestock may be situate and take and retain possession of such Cattle and Livestock, doing all things that the Credit Union shall deem necessary or appropriate for the carrying or disposition thereof, including but not limited to, caring for, protecting, feeding, lambing, shearing, running, preparing for market and marketing all or any of such Cattle and Livestock. For any of such purposes, the Credit Union shall have the exclusive use of the Debtor's farming outfit, whether or not part of the Collateral, including but not limited to his feed, range, barns, sheds, corrals, machinery, tools and equipment.

8. REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants:

- a) The Collateral is real and genuine;
- b) The Debtor is entitled to create the Security Interest granted hereunder; and
- c) The Security Interest created hereunder is and will remain a charge upon the Collateral in priority to all Security Interests except those expressly agreed to by the Credit Union.

9. EVENTS OF DEFAULT

The happening of any one of the following events or conditions shall constitute default hereunder ("Default"):

- a) If the Debtor should fail to pay any part of the Indebtedness, or any other liability to the Credit Union, when due, or fail to perform or observe any other covenant or condition contained in this agreement or contained in any other agreement with the Credit Union;
- b) If any representation or warranty made by the Debtor herein or in any loan application or financial statement given by the Debtor to the Credit Union is found to be incorrect;
- c) If, without the consent of the Credit Union, the Debtor sells, transfers, assigns, or in any way parts with possession of, or removes from the Province of Saskatchewan, the Collateral, or attempts or intends to do any of the same;
- d) If any execution, judgment or other process of Court shall become enforceable against the Debtor, or if a distress or analogous process should be levied upon the property of the Debtor, or any part thereof, or if a receiver or trustee be appointed for the Debtor or the Debtor's assets;
- e) If any other party claiming a security interest, charge, mortgage or lien on the Collateral enforces or takes steps to enforce its security against the Collateral;
- f) If, in the opinion of the Credit Union, upon commercially reasonable grounds, its Security Interest in the Collateral is endangered;
- g) If the Debtor should become insolvent or bankrupt or is the subject of a petition in bankruptcy or makes a general assignment in bankruptcy for the benefit of creditors or otherwise acknowledges insolvency, or if a corporation, fails to maintain its corporate existence;
- h) If an individual, the death of the Debtor or a declaration of incompetency by a Court of competent jurisdiction with respect to the Debtor; or
- i) If the Debtor has ceased to carry on or abandoned his business.

10. USE OF COLLATERAL

Until Default, the Debtor:

- a) Shall generally be entitled to possess, operate, collect, use and enjoy the Collateral in any manner not inconsistent with the terms hereof.
- b) Where the Collateral is used in a Farm Business, may retain possession of the Collateral and harvest, process and store and use in any lawful manner not inconsistent with the agreement herein or with the terms and conditions of any policy of insurance thereon and may use and consume any hay, grain, food, forage, fodder or Crops covered hereby in preserving and preparing for market any livestock in which the Credit Union has a security interest.
- c) Where a Security Interest is taken in Inventory, may sell Inventory in the ordinary course of business provided that:

- i) All sales shall be on commercially reasonable terms;
- ii) All cash proceeds of sales shall immediately be deposited with the Credit Union;
- iii) The proceeds of any such sales may, at the option of the Credit Union, be applied to the Indebtedness; and
- iv) The Credit Union may collect the proceeds of any Accounts and other non-cash proceeds of sale, and at its discretion, sell or dispose of any or all of the proceeds of the said sale without notice to the Debtor.

A "sale in the ordinary course of business" does not include a transfer in partial or total satisfaction of a debt or any bulk sale.

11. ACCELERATION OF INDEBTEDNESS ON DEFAULT

In the event of Default the Credit Union, in its sole discretion, may declare all or any part of the Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind. The provisions of this clause are not intended to affect the right of the Credit Union to demand payment with respect to any Indebtedness which may now or hereafter be payable on demand.

12. REMEDIES ON DEFAULT

Upon Default, in addition to any other rights or remedies it may have at law, the Credit Union may:

- a) By its officers, employees or agents, and at any time during the night or day, enter lands or premises where the Collateral or any part thereof may be, for the purpose of taking possession or removing the Collateral and, if necessary, may enter buildings or enclosures wheresoever the Collateral may be found;
- b) Without notice to the Debtor, seize, collect, realize, sell, lease, borrow money on the security of, release to third parties, use in any manner and for whatever purposes the Credit Union determines, or otherwise deal with the Collateral or any part thereof in such manner and upon such terms and conditions and at such times as it deems advisable;
- c) At its option, elect to retain all or any part of the Collateral in satisfaction of the obligations of the Debtor under this agreement then outstanding provided that the Credit Union shall not be deemed to have so elected, unless notice in writing to that effect is served upon the Debtor; and;
- d) By instrument appoint a receiver or a receiver manager (the "Receiver") of the Collateral or any part thereof and of the rents and/or profits derived therefrom, with the full power to take possession of the Collateral, to preserve the Collateral or its value, to carry on all or any part of the business of the Debtor and to sell, lease or otherwise dispose of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others including the Debtor, enter upon, use and occupy all premises owned or occupied by the Debtor wherein the Collateral may be situate, maintain the Collateral upon such premises, borrow money on a secured or unsecured basis, and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable him to carry on the Debtor's business or otherwise, as such Receiver shall, in his discretion determine. Except as may be otherwise directed by the Credit Union, all monies received from time to time by such Receiver in carrying out his appointment, shall be received in trust for and paid over to the Credit Union. Any such Receiver shall, so far as concerns responsibility for his acts, be deemed the agent of the Debtor and not the Credit Union and the Credit Union shall not be in any way responsible for any misconduct, negligence, or nonfeasance on the part of any such Receiver, his servants, agents or employees.

13. OTHER AGREEMENTS - POWER OF ATTORNEY

The Debtor shall from time to time, execute, draw and endorse and deliver all such Instruments and documents and do all such things as the Credit Union may deem necessary or desirable for the purpose of perfecting the Security Interest of the Credit Union in the Collateral or for carrying into effect any or all of the provisions of this agreement or for securing the fulfillment of all obligations contained herein of the Debtor to the Credit Union. The Debtor does hereby appoint the Credit Union or any officers of the Credit Union as attorney irrevocable, with power of substitution for and in the name of the Debtor, to sign and seal all documents and to fill in all blanks in signed powers of attorney and transfers necessary, in order to complete the sale and transfer of any investment property to any purchaser thereof, including the Credit Union, and further agrees and does hereby appoint the Credit Union or any officers of the Credit Union as its attorney for and in the name of the Debtor to sign, endorse and negotiate all cheques or other bills of exchange issued in the name of the Undersigned in respect of this sale, surrender, redemption or payment at maturity of any of the investment property charged by this agreement.

14. CHARGES AND EXPENSES

The Credit Union shall use reasonable care in the custody and preservation of the Collateral, provided however, that reasonable care shall not include taking steps to preserve rights against other person. All reasonable charges and expenses incurred either directly or indirectly by the Credit Union in seizing, caring for, preserving, and selling or otherwise disposing of the Collateral (including legal costs on a solicitor and client basis) shall be a debt due to the Credit Union and forthwith payable by the Debtor and shall form a charge on the Collateral and bear interest at the Agreed Rate. Provided in the event *The Saskatchewan Farm Security Act* or *The Cost of Credit Disclosure Act, 2002*, as may be amended or replaced from time to time, applies to this agreement, the costs, expenses and fees chargeable to the Debtor shall be limited to those allowed under that Act.

15. CREDIT UNION NOT LIABLE TO INSTITUTE PROCEEDINGS

The Credit Union shall not be liable or accountable for any failure to seize, collect, realize upon, sell, lease or obtain payment of or for the Collateral or any part thereof and shall not be bound to institute proceedings for the purpose of seizing, collecting, realizing or obtaining possession of or payment of the Collateral or for the purpose of preserving any rights of the Credit Union, the Debtor, or any other person in respect of the Collateral.

16. DEBTOR LIABLE FOR DEFICIENCY

Without limiting any rights the Credit Union may have at law, the Debtor shall be liable for and forthwith pay any deficiency remaining after the sale or disposition of the Collateral.

17. CORPORATE WAIVER

- a) In the event that the Debtor is a body corporate, it is hereby agreed that *The Limitation of Civil Rights Act* of the Province of Saskatchewan or any provision thereof shall have no application to this agreement or any agreement or instrument renewing or extending or collateral to this agreement.
- b) In the event the Debtor is an agricultural corporation as defined in *The Saskatchewan Farm Security Act* and has received independent legal advice concerning and prior to entry into this agreement, then it is agreed that the provisions of Part IV of *The Saskatchewan Farm Security Act*, other than Section 46, shall not apply to the Debtor or this agreement.

18. AGREEMENT IN ADDITION TO OTHER SECURITY AGREEMENTS

This agreement is in addition to and not in substitution for any other agreement between the parties creating a security interest, mortgage or charge in all or part of the Collateral whether made before or after this agreement and this agreement shall not merge in or be replaced by any subsequent security agreement, mortgage or charge or judgment obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

19. NOTICES

Subject to section 68 of *The Personal Property Security Act, 1993*, as amended from time to time, any notice, demand, request, statement or instrument required or permitted to be given under or pursuant to this agreement or enforcement of this agreement must be in writing and may be given by facsimile or email to the fax number or email address of the Debtor set out in the records of the Credit Union or by registered mail addressed to the Debtor's address as it appears herein and will be deemed to have been delivered the sooner of the date of actual receipt by the Debtor or in the case of facsimile or email transmission on the day after it was sent and in the case of registered mail, three (3) days after posting by registered mail or may be given in any other manner of service authorized by law.

20. NO REPRESENTATION OR WARRANTIES BY CREDIT UNION

The Debtor acknowledges that the Credit Union has made no representations or warranties other than those contained in this agreement.

21. PROVISIONS SEVERABLE

Each provision of this agreement is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this agreement.

22. OBLIGATIONS JOINT AND SEVERAL

This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors and permitted assigns. If more than one Debtor executes this agreement, the obligations of each Debtor hereunder shall be joint and several.

23. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

24. NO WAIVER UNLESS IN WRITING

No waiver, extension of time, or other indulgence shall be binding upon the Credit Union unless made in writing by the Credit Union.

25. PERFORM DEBTOR'S COVENANTS

Upon the Debtor's failure to perform any of its duties hereunder, the Credit Union may, but shall not be obligated to, perform any or all of such duties, and the Debtor shall pay to the Credit Union, forthwith upon written demand therefor, an amount equal to the expense incurred by the Credit Union in so doing plus interest thereon from the date such expense is incurred until it is paid at the Agreed Rate.

26. EXTENSION OF TIME NOT PREJUDICIAL

The Credit Union may grant extensions of time and other indulgences, taken and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral as the Credit Union may see fit without prejudice to

the liability of the Debtor or the Credit Union's right to hold and realize the Security Interest and without prejudice to the rights of the Credit Union with respect to any future time limits or breach.

27. SINGULAR READ AS PLURAL

When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

28. COLLATERAL INCLUDES PART THEREOF

Any reference herein to the Collateral shall, unless the context otherwise requires, be deemed to refer to the Collateral or any part thereof.

29. ATTACHMENT - PURCHASE MONEY SECURITY INTEREST

The Security Interest created hereby is intended to attach when this agreement is signed by the Debtor and delivered to the Credit Union. To the extent that the Security Interest was granted in relation to a loan or loans made by the Credit Union to enable the Debtor to acquire rights in any or all of the Collateral, the Credit Union is and shall be considered a Purchase Money Secured party, and may at its discretion disburse the proceeds directly to the seller of Collateral or party holding a prior Security Interest.

30. LIEN ON SHARES AND DEPOSITS

The Debtor acknowledges that in addition to the Security Interest created by this agreement, the Credit Union has a statutory lien upon any share held by the Debtor, and any amount standing to the credit of the Debtor or his legal representative with the Credit Union, for any debt due by the Debtor, whether as principal, guarantor or otherwise, and that the Credit Union may enforce the lien in any manner and apply any monies to the credit of the Debtor towards the debt due to the Credit Union.

31. APPLICABLE LAW

This agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

32. HEADINGS

The descriptive headings of this agreement are included for convenience only and do not form part of the covenants, provisos and agreements herein contained.

33. ACKNOWLEDGEMENT AND WAIVER

The Debtor acknowledges having read the terms and conditions herein and having received a copy of this agreement. The debtor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or any renewal hereof, and expressly agrees that the Credit Union shall not be obliged to provide the Debtor with a copy of any such statements or other registration.

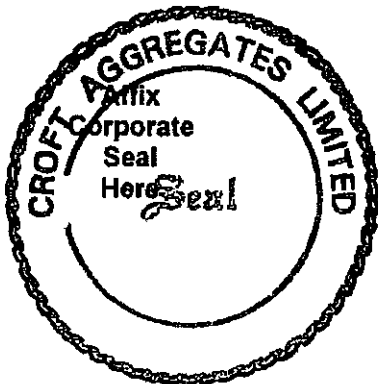
34. DESCRIPTION OF COLLATERAL

The Security Interest is granted in the following described Collateral. See Schedule A.


PRIVACY: Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

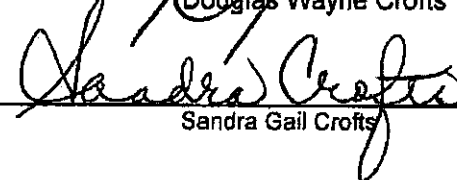
Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF, the Debtor has hereunto signed, sealed and delivered this agreement, this 26 day of August, 2015 at Regina, Saskatchewan.



CROFT AGGREGATES LIMITED



Douglas Wayne Crofts


Sandra Gail Crofts

SCHEDULE A

All present and after-acquired equipment held in the name of the Debtor and without limiting the generality of the foregoing including all stove, refrigerators, elevators and other moveable equipment necessary to the operation of the building, situated at or used in connection with the lands and buildings located in the R.M. of Edenwold No. 158, Saskatchewan, with the legal descriptions stated below:

Surface Parcel #111654884

Reference Land Description: NE Sec 06 Twp 18 Rge 18 W2 Extension 12

As described on Certificate of Title #94R17339, description 12



Saskatchewan Personal Property Registry Search Result

Searching Party: MLT Aikins LLP
 Search Date: 31-Aug-2023 15:33:57
 Search Type: Standard

Search #: 204224270
 Client Reference: 55100.17
 Control #:

Search Criteria

Search By: Business Debtor Name
 Business Name

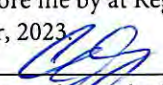
Croft Aggregates Limited


The following list displays all matches & indicates the ones that were selected.
 11 Registration(s) Found: Exacts (11) - Similar (0)

| Selected | Match | Reg # | Registration Type | Debtor Name | City | Enforcement Instruction Reg # |
|----------|-------|-----------|--|--------------------------|------------------------|-------------------------------|
| Yes | Exact | 120624516 | Personal Property Security Agreement | CROFT AGGREGATES LIMITED | LUMSDEN | N/A |
| Yes | Exact | 301377409 | Personal Property Security Agreement | Croft Aggregates Limited | Lumsden | N/A |
| Yes | Exact | 301380926 | Personal Property Security Agreement | Croft Aggregates Limited | Lumsden | N/A |
| Yes | Exact | 301825162 | Enforcement Charge - Federal Judgment | Croft Aggregates Limited | Pilot Butte | N/A |
| Yes | Exact | 301825437 | Enforcement Charge - Federal Judgment | Croft Aggregates Limited | Pilot Butte | N/A |
| Yes | Exact | 301986239 | Enforcement Charge - Federal Judgment | Croft Aggregates Limited | Pilot Butte | N/A |
| Yes | Exact | 302063833 | Commercial Lien | Croft Aggregates Limited | Regina | N/A |
| Yes | Exact | 302177579 | Enforcement Charge - Provincial Judgment | Croft Aggregates Limited | Regina | N/A |
| Yes | Exact | 302238019 | Enforcement Charge - Provincial Judgment | Croft Aggregates Limited | Pilot Butte | N/A |
| Yes | Exact | 302414830 | Commercial Lien | CROFT AGGREGATES LIMITED | RM of Edenwold No. 158 | N/A |
| Yes | Exact | 302448137 | Commercial Lien | Croft Aggregates Limited | Regina | N/A |

This is Exhibit "K" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023.



 A Commissioner for Oaths for Saskatchewan
 My Commission expires Oct 31, 2026
 Or Being a Solicitor 



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 07-Apr-2004 08:08:10

Registration #: 120624516
Expiry Date: 07-Apr-2024

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Release Kolberg Conveyor, Kramer CAT Loader and Komatsu

Notations

Trust Indenture: No

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

Secured Party

| | |
|-----------------------------------|--|
| Item #: 1 | Address: COMMERCIAL BUSINESS CENTRE, 1960 ALBERT STREET |
| Party ID: 100603565-4 | Regina, Saskatchewan |
| Entity Type: Business | S4P2T4 |
| Name: CONEXUS CREDIT UNION | Canada |

Debtor Party

| | |
|---------------------------------------|----------------------------|
| * Item #: 1 | Address: PO BOX 445 |
| Party ID: 102597572-1 | LUMSDEN , Saskatchewan |
| Entity Type: Business | S0G3C0 |
| Name: CROFT AGGREGATES LIMITED | Canada |

Serial Property

| | |
|----------------------------|--|
| Item #: 1 | Year: |
| Serial Type: Other | Make/Desc: CONVEYOR |
| Serial #: M12080405 | Model: |
| Override: No | Color: |
| Item #: 2 | Year: |
| Serial Type: Other | Make/Desc: CLEMRO SCREENING PLANT |
| Serial #: FIL0105 | Model: |
| Override: No | Color: |
| Item #: 3 | Year: |
| Serial Type: Other | Make/Desc: WATER PUMP |
| Serial #: VFD | Model: |
| Override: No | Color: |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|---------------------------------|
| Item #: | 4 | Year: | |
| Serial Type: | Other | Make/Desc: | KOLBERG 1336-70 |
| Serial #: | 596 | Model: | |
| Override: | No | Color: | |
| Item #: | 5 | Year: | |
| Serial Type: | Other | Make/Desc: | KOLBERG 1300 |
| Serial #: | 64013367 | Model: | |
| Override: | No | Color: | |
| Item #: | 6 | Year: | |
| Serial Type: | Other | Make/Desc: | KOLBERG 1300 |
| Serial #: | 64113367 | Model: | |
| Override: | No | Color: | |
| Item #: | 7 | Year: | |
| Serial Type: | Other | Make/Desc: | KOLBERG 1300 |
| Serial #: | 63913367 | Model: | |
| Override: | No | Color: | |
| Item #: | 8 | Year: | |
| Serial Type: | Other | Make/Desc: | KOLBERG 1300 |
| Serial #: | 63813367 | Model: | |
| Override: | No | Color: | |
| Item #: | 9 | Year: | |
| Serial Type: | Other | Make/Desc: | SHOP BUILT LATTICE CONV 30X65 |
| Serial #: | LTC03980013 | Model: | |
| Override: | No | Color: | |
| Item #: | 10 | Year: | |
| Serial Type: | Other | Make/Desc: | 2005 CUMMINGS 100KW TRANSFORMR |
| Serial #: | NH250G | Model: | |
| Override: | No | Color: | |
| Item #: | 11 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | Western M2000A 80 Ton Scale |
| Serial #: | S1208 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 12 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | Can Car Storage Van - Unit 1522 |
| Serial #: | 3991002 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 13 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | 27" Storage |
| Serial #: | 2H8R02815F8037503 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 14 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | Cat 3406 250KW Generator |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|---|
| Serial #: | 5GA01424 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 15 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | Telsmith Heavy Duty Conveyor |
| Serial #: | 333M163 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 16 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | STANFORD 250KW GENERATOR |
| Serial #: | E920488269 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 17 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | SINGLE SCREW COARSE MATERIAL WASHER |
| Serial #: | 11313 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 18 | Year: | 1979 |
| Serial Type: | Mobile Home | Make/Desc: | Alco 14 X 68 Mobile Home |
| Serial #: | J64443TT3 | Model: | |
| Override: | No | Color: | |
| Item #: | 19 | Year: | 1998 |
| Serial Type: | Motor Vehicle | Make/Desc: | CASE |
| Serial #: | JAF0196575 | Model: | 1845C SKID STEER |
| Override: | Yes | Color: | |
| Item #: | 20 | Year: | 2003 |
| Serial Type: | Motor Vehicle | Make/Desc: | 980G Caterpillar |
| Serial #: | CAT0980GJAWH00783 | Model: | Loader |
| Override: | Yes | Color: | Yellow |
| Item #: | 21 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | 20' |
| Serial #: | PCIU3359078 | Model: | Container |
| Override: | Yes | Color: | |
| Item #: | 22 | Year: | 2003 |
| Serial Type: | Motor Vehicle | Make/Desc: | Cat D8R Dozer |
| Serial #: | CAT00D8RE6YZ01450 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 23 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | Linkbelt 7400 |
| Serial #: | 31G6448B | Model: | Excavator |
| Override: | Yes | Color: | |
| Item #: | 30 | Year: | 2005 |
| Serial Type: | Motor Vehicle | Make/Desc: | Cat - attached 72in wide clean out bucket |
| Serial #: | CAT0330CPCAP01976 | Model: | 330C |
| Override: | Yes | Color: | |



Saskatchewan Personal Property Registry Search Result

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO

ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL. ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant
Add: Telesmith 3 deck Screener s/n 3077
Add: BCS Software System (The Aggregate Tracker)

Add: Feeder s/n OF527

Add: 8 Cubic Yard Ramsey Company Scraper Bucket
Add: 2003 Cat D8R Dozer S/N CAT00D8RE6YZ01450

ADD: S/N2014-0101 V00004366 Lippmann-Milwaukee 6224 RIP RAP Plant

ADD: 2003 Superior Telestacker – Model 36X130 TS130. S/N is 5283to

DELETE: S/N 2014-0101 V00004366 Lippmann-Milwaukee 6224 RIP RAP Plant

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 07-Apr-2004 08:08:10

Registration #: 120624516
Transaction #: 1
Expiry Date: 07-Apr-2014

Event Type: Setup
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|----------------------|-----------------|--|
| Party ID: | 100603565-4 | Address: | COMMERCIAL BUSINESS CENTRE, 1960 ALBERT STREET |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS CREDIT UNION | | S4P2T4 Canada |

Secured Party

| | | | |
|---------------------|----------------------|-----------------|--|
| Item #: | 1 | Address: | COMMERCIAL BUSINESS CENTRE, 1960 ALBERT STREET |
| Party ID: | 100603565-4 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4P2T4 |
| Name: | CONEXUS CREDIT UNION | | Canada |

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|------------------------|
| Item #: | 1 | Address: | PO BOX 445 |
| Party ID: | 102597571-1 | | LUMSDEN , Saskatchewan |
| Entity Type: | Business | | S0G3C0 |
| Name: | CRAFT AGGREGATES LIMITED | | Canada |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE,



**Saskatchewan
Personal Property Registry
Search Result**

LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

History - Amendment

Amendment Date: 14-Apr-2004 08:49:34

Registration #: 120624516

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|----------------------|-----------------|--|
| Party ID: | 100603565-4 | Address: | COMMERCIAL BUSINESS CENTRE, 1960 ALBERT STREET |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS CREDIT UNION | | S4P2T4 Canada |

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|------------------------|
| Action: | Update | Address: | PO BOX 445 |
| Item #: | 1 | | LUMSDEN , Saskatchewan |
| Party ID: | 102597572-1 | | S0G3C0 |
| Entity Type: | Business | | Canada |
| Name: | CROFT AGGREGATES LIMITED | | |

History - Amendment

Amendment Date: 07-Apr-2005 11:48:44

Registration #: 120624516

Transaction #: 3

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|----------------------|-----------------|--------------------------|
| Party ID: | 100823942-58 | Address: | BOX 760 |
| Entity Type: | Business | | Assiniboia, Saskatchewan |
| Name: | CONEXUS CREDIT UNION | | S0H0B0 Canada |

Serial Property

| | | | |
|---------------------|-----------|-------------------|----------|
| Action: | Add | Year: | |
| Item #: | 1 | Make/Desc: | CONVEYOR |
| Serial Type: | Other | Model: | |
| Serial #: | M12080405 | Color: | |
| Override: | No | | |

History - Amendment

Amendment Date: 03-May-2005 14:30:28

Registration #: 120624516

Transaction #: 4

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

| | | | |
|---------------------|----------------------|-----------------|--------------------------|
| Party ID: | 100823942-58 | Address: | BOX 760 |
| Entity Type: | Business | | Assiniboia, Saskatchewan |
| Name: | CONEXUS CREDIT UNION | | S0H0B0 Canada |

Serial Property

| | | | |
|---------------------|---------|-------------------|------------------------|
| Action: | Add | Year: | |
| Item #: | 2 | Make/Desc: | CLEMRO SCREENING PLANT |
| Serial Type: | Other | Model: | |
| Serial #: | FIL0105 | Color: | |
| Override: | No | | |

History - Amendment

Amendment Date: 14-Jul-2005 11:43:30

Registration #: 120624516

Transaction #: 5

Event Type: Amendment

Transaction Reason: Regular

Registrant

| | | | |
|---------------------|----------------------|-----------------|--------------------------|
| Party ID: | 100823942-58 | Address: | BOX 760 |
| Entity Type: | Business | | Assiniboia, Saskatchewan |
| Name: | CONEXUS CREDIT UNION | | S0H0B0 Canada |

Serial Property

| | | | |
|---------------------|-------|-------------------|------------|
| Action: | Add | Year: | |
| Item #: | 3 | Make/Desc: | WATER PUMP |
| Serial Type: | Other | Model: | |
| Serial #: | VFD | Color: | |
| Override: | No | | |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

History - Amendment

Amendment Date: 22-Jul-2005 10:17:25

Registration #: 120624516

Transaction #: 6

Event Type: Amendment

Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

| | | | |
|---------------------|----------------------|-----------------|--------------------------|
| Party ID: | 100823942-58 | Address: | BOX 760 |
| Entity Type: | Business | | Assiniboia, Saskatchewan |
| Name: | CONEXUS CREDIT UNION | | S0H0B0 Canada |

Serial Property

| | | | |
|---------------------|-------------|-------------------|-------------------------------|
| Action: | Add | Year: | |
| Item #: | 4 | Make/Desc: | KOLBERG 1336-70 |
| Serial Type: | Other | Model: | |
| Serial #: | 596 | Color: | |
| Override: | No | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 5 | Make/Desc: | KOLBERG 1300 |
| Serial Type: | Other | Model: | |
| Serial #: | 64013367 | Color: | |
| Override: | No | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 6 | Make/Desc: | KOLBERG 1300 |
| Serial Type: | Other | Model: | |
| Serial #: | 64113367 | Color: | |
| Override: | No | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 7 | Make/Desc: | KOLBERG 1300 |
| Serial Type: | Other | Model: | |
| Serial #: | 63913367 | Color: | |
| Override: | No | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 8 | Make/Desc: | KOLBERG 1300 |
| Serial Type: | Other | Model: | |
| Serial #: | 63813367 | Color: | |
| Override: | No | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 9 | Make/Desc: | SHOP BUILT LATTICE CONV 30X65 |
| Serial Type: | Other | Model: | |
| Serial #: | LTC03980013 | Color: | |
| Override: | No | | |

History - Amendment

| | | | |
|------------------------|----------------------|------------------------|-----------|
| Amendment Date: | 04-Oct-2005 10:39:59 | Registration #: | 120624516 |
| | | Transaction #: | 7 |

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Notations

Trust Indenture: No

Registrant

| | | | |
|---------------------|----------------------|-----------------|--------------------------|
| Party ID: | 100823942-58 | Address: | BOX 760 |
| Entity Type: | Business | | Assiniboia, Saskatchewan |
| Name: | CONEXUS CREDIT UNION | | S0H0B0 Canada |

Serial Property

| | | | |
|---------------------|--------|-------------------|--------------------------------|
| Action: | Add | Year: | |
| Item #: | 10 | Make/Desc: | 2005 CUMMINGS 100KW TRANSFORMR |
| Serial Type: | Other | Model: | |
| Serial #: | NH250G | Color: | |
| Override: | No | | |

History - Amendment

Amendment Date: 13-Feb-2006 15:02:40 Registration #: 120624516
Transaction #: 8

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

Serial Property

| | | | |
|---------------------|---------------|-------------------|-----------------------------|
| Action: | Add | Year: | |
| Item #: | 11 | Make/Desc: | Western M2000A 80 Ton Scale |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | S1208 | Color: | |
| Override: | Yes | | |

History - Amendment

Amendment Date: 22-Feb-2006 16:46:13 Registration #: 120624516
Transaction #: 9

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Add serial property



Saskatchewan Personal Property Registry Search Result

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 |
| | | | Canada |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL. ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant

History - Amendment

Amendment Date: 30-Mar-2006 11:40:42

Registration #: 120624516

Transaction #: 10

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Adding collateral

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 |
| | | | Canada |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|---------------------------------|
| Action: | Add | Year: | |
| Item #: | 12 | Make/Desc: | Can Car Storage Van - Unit 1522 |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | 3991002 | Color: | |
| Override: | Yes | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 13 | Make/Desc: | 27" Storage |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | 2H8R02815F8037503 | Color: | |
| Override: | Yes | | |

History - Amendment

Amendment Date: 07-Apr-2006 12:18:48

Registration #: 120624516

Transaction #: 11

Event Type: Amendment
Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

Serial Property

| | | | |
|---------------------|---------------|-------------------|------------------------------|
| Action: | Add | Year: | |
| Item #: | 14 | Make/Desc: | Cat 3406 250KW Generator |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | 5GA01424 | Color: | |
| Override: | Yes | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 15 | Make/Desc: | Telsmith Heavy Duty Conveyor |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | 333M163 | Color: | |
| Override: | Yes | | |

History - Amendment

| | | | |
|------------------------|----------------------|------------------------|-----------|
| Amendment Date: | 05-Jul-2006 15:04:50 | Registration #: | 120624516 |
| | | Transaction #: | 12 |

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|---------------------------|-----------------|-----------------------------|
| Party ID: | 150002134-1 | Address: | 2800 2ND AVENUE WEST |
| Entity Type: | Business | | PRINCE ALBERT, Saskatchewan |
| Name: | CONEXUS CREDIT UNION 2006 | | S6V5Z4 Canada |

Serial Property

| | | | |
|---------------------|---------------|-------------------|-------------------------------------|
| Action: | Add | Year: | |
| Item #: | 16 | Make/Desc: | STANFORD 250KW GENERATOR |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | E920488269 | Color: | |
| Override: | Yes | | |
| | | | |
| Action: | Add | Year: | |
| Item #: | 17 | Make/Desc: | SINGLE SCREW COARSE MATERIAL WASHER |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | 11313 | Color: | |
| Override: | Yes | | |

History - Amendment

| | | | |
|------------------------|----------------------|------------------------|-----------|
| Amendment Date: | 26-Mar-2007 14:48:28 | Registration #: | 120624516 |
| | | Transaction #: | 13 |



Saskatchewan Personal Property Registry Search Result

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 |
| | Canada |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL. ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant
Add: Telesmith 3 deck Screener s/n 3077

History - Amendment

Amendment Date: 01-May-2007 12:00:49

Registration #: 120624516
Transaction #: 14

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 |
| | Canada |

Serial Property

| | |
|---------------------------------|--|
| Action: Add | Year: 1979 |
| Item #: 18 | Make/Desc: Alco 14 X 68 Mobile Home |
| Serial Type: Mobile Home | Model: |
| Serial #: J64443TT3 | Color: |
| Override: No | |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL. ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant
Add: Telesmith 3 deck Screener s/n 3077
Add: BCS Software System (The Aggregate Tracker)

History - Amendment



Saskatchewan Personal Property Registry Search Result

Amendment Date: 15-Jun-2007 13:28:24

Registration #: 120624516

Transaction #: 15

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Add Feeder

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL. ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant
Add: Telesmith 3 deck Screener s/n 3077
Add: BCS Software System (The Aggregate Tracker)

Add: Feeder s/n OF527

History - Amendment

Amendment Date: 22-Aug-2008 09:05:47

Registration #: 120624516

Transaction #: 16

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: requested by Laurie King

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

Serial Property

| | | | |
|---------------------|---------------|-------------------|------------------|
| Action: | Add | Year: | 1998 |
| Item #: | 19 | Make/Desc: | CASE |
| Serial Type: | Motor Vehicle | Model: | 1845C SKID STEER |
| Serial #: | JAF0196575 | Color: | |
| Override: | Yes | | |

History - Amendment

Amendment Date: 28-Apr-2009 11:21:09



Saskatchewan Personal Property Registry Search Result

Registration #: 120624516
Transaction #: 17

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Adding serial property

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

History - Amendment

Amendment Date: 28-Apr-2009 11:27:03

Registration #: 120624516
Transaction #: 18

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Adding serial property

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

Serial Property

| | |
|------------------------------------|------------------------------------|
| Action: Add | Year: 2003 |
| Item #: 20 | Make/Desc: 980G Caterpillar |
| Serial Type: Motor Vehicle | Model: Loader |
| Serial #: CAT0980GJAWH00783 | Color: Yellow |
| Override: Yes | |

History - Amendment

Amendment Date: 05-May-2009 14:46:48

Registration #: 120624516
Transaction #: 19

Event Type: Amendment
Transaction Reason: Regular

RIN: Registration Identification Number Amended



**Saskatchewan
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Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

Serial Property

| | | | |
|---------------------|---------------|-------------------|-----------|
| Action: | Add | Year: | |
| Item #: | 21 | Make/Desc: | 20' |
| Serial Type: | Motor Vehicle | Model: | Container |
| Serial #: | PCIU3359078 | Color: | |
| Override: | Yes | | |

History - Amendment

| | | | |
|------------------------|----------------------|------------------------|-----------|
| Amendment Date: | 19-Apr-2010 16:16:50 | Registration #: | 120624516 |
| | | Transaction #: | 20 |

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amendment as per #1596

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

History - Amendment

| | | | |
|------------------------|----------------------|------------------------|-----------|
| Amendment Date: | 19-Apr-2010 16:19:00 | Registration #: | 120624516 |
| | | Transaction #: | 21 |

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Amendment as per # 1596

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM



Saskatchewan Personal Property Registry Search Result

THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant
Add: Telesmith 3 deck Screener s/n 3077
Add: BCS Software System (The Aggregate Tracker)

Add: Feeder s/n OF527

Add: 8 Cubic Yard Ramsey Company Scraper Bucket

History - Amendment

Amendment Date: 21-Apr-2011 11:40:29

Registration #: 120624516

Transaction #: 22

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Addition of Collateral

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 |
| | | | Canada |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|---------------|
| Action: | Add | Year: | 2003 |
| Item #: | 22 | Make/Desc: | Cat D8R Dozer |
| Serial Type: | Motor Vehicle | Model: | |
| Serial #: | CAT00D8RE6YZ01450 | Color: | |
| Override: | Yes | | |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL. ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant
Add: Telesmith 3 deck Screener s/n 3077
Add: BCS Software System (The Aggregate Tracker)

Add: Feeder s/n OF527

Add: 8 Cubic Yard Ramsey Company Scraper Bucket
Add: 2003 Cat D8R Dozer S/N CAT00D8RE6YZ01450

History - Amendment

Amendment Date: 27-May-2011 16:13:55

Registration #: 120624516

Transaction #: 23

Event Type: Amendment
Transaction Reason: Regular

Search #: 204224270

31-Aug-2023 03:34 PM

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Saskatchewan Personal Property Registry Search Result

Transaction Description: Addition of Collateral

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

Serial Property

| | | | |
|---------------------|---------------|-------------------|---------------|
| Action: | Add | Year: | |
| Item #: | 23 | Make/Desc: | Linkbelt 7400 |
| Serial Type: | Motor Vehicle | Model: | Excavator |
| Serial #: | 31G6448B | Color: | |
| Override: | Yes | | |

History - Amendment

| | |
|---|----------------------------------|
| Amendment Date: 03-Aug-2011 12:13:02 | Registration #: 120624516 |
| | Transaction #: 24 |

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: amendment as per E1596

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

Serial Property

| | | | |
|---------------------|---------------|-------------------|----------------------|
| Action: | Add | Year: | |
| Item #: | 24 | Make/Desc: | Kolberg Conveyor KPI |
| Serial Type: | Motor Vehicle | Model: | 47-3660 |
| Serial #: | 410280 | Color: | |
| Override: | Yes | | |
| Action: | Add | Year: | |
| Item #: | 25 | Make/Desc: | Kolberg Conveyor KPI |
| Serial Type: | Motor Vehicle | Model: | Model 47-3660 |
| Serial #: | 410281 | Color: | |
| Override: | Yes | | |

History - Amendment

| | |
|---|----------------------------------|
| Amendment Date: 07-Feb-2014 11:46:35 | Registration #: 120624516 |
| | Transaction #: 25 |
| | Expiry Date: 07-Apr-2019 |



Saskatchewan Personal Property Registry Search Result

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: 5 year renewal

Life Time: Life Time Amended

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

History - Amendment

Amendment Date: 15-Aug-2014 10:23:32

Registration #: 120624516
Transaction #: 26

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

Serial Property

| | |
|-----------------------------------|---------------------------|
| Action: Add | Year: |
| Item #: 26 | |
| Serial Type: Motor Vehicle | Make/Desc: Viper |
| Serial #: 123986 | Model: Turbo Track |
| Override: Yes | Color: |

History - Amendment

Amendment Date: 23-Mar-2015 16:20:51

Registration #: 120624516
Transaction #: 27

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Adding security as per RM's request.

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

General Property



**Saskatchewan
Personal Property Registry
Search Result**

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL. ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant
Add: Telesmith 3 deck Screener s/n 3077
Add: BCS Software System (The Aggregate Tracker)

Add: Feeder s/n OF527

Add: 8 Cubic Yard Ramsey Company Scraper Bucket
Add: 2003 Cat D8R Dozer S/N CAT00D8RE6YZ01450

ADD: S/N2014-0101 V00004366 Lippmann-Milwaukee 6224 RIP RAP Plant

History - Amendment

Amendment Date: 21-Apr-2015 10:42:11

Registration #: 120624516

Transaction #: 28

Event Type: Amendment

Transaction Reason: Regular

Transaction Description: Add Collateral

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 |
| | Canada |

Serial Property

| | | | |
|-------------------------------------|-------------------------------------|--|--|
| Action: Add | | | |
| Item #: 27 | Year: 2005 | | |
| Serial Type: Motor Vehicle | Make/Desc: Kramer CAT Grader | | |
| Serial #: CAT0160HAASD00481 | Model: 160H | | |
| Override: Yes | Color: | | |
| Action: Add | | | |
| Item #: 28 | Year: 2011 | | |
| Serial Type: Motor Vehicle | Make/Desc: Kramer CAT Loader | | |
| Serial #: CAT0966HPA6J019801 | Model: 966H | | |
| Override: Yes | Color: | | |

History - Amendment

Amendment Date: 09-Mar-2016 11:14:00

Registration #: 120624516

Transaction #: 29

Event Type: Amendment

Transaction Reason: Regular



Saskatchewan Personal Property Registry Search Result

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO

ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant

Add: Telesmith 3 deck Screener s/n 3077

Add: BCS Software System (The Aggregate Tracker)

Add: Feeder s/n OF527

Add: 8 Cubic Yard Ramsey Company Scraper Bucket

Add: 2003 Cat D8R Dozer S/N CAT00D8RE6YZ01450

ADD: S/N2014-0101 V00004366 Lippmann-Milwaukee 6224 RIP RAP Plant

ADD: 2003 Superior Telestacker – Model 36X130 TS130. S/N is 5283to

History - Amendment

Amendment Date: 05-Oct-2016 08:44:52

Registration #: 120624516

Transaction #: 30

Event Type: Amendment

Transaction Reason: Regular

Transaction Description: Release security as per BA

Registrant

| | | | |
|---------------------|---------------------------|-----------------|---------------------------|
| Party ID: | 150000052-1 | Address: | PO Box 1960; Station Main |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | CONEXUS Credit Union 2006 | | S4P4M1 Canada |

General Property

PLEASE ADD: ALL PRESENT AND AFTER-ACQUIRED PROPERTY OF THE DEBTOR. PROCEEDS INCLUDING BUT NOT LIMITED TO

ACCOUNTS RECEIVABLE, EQUIPMENT, GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.ADD: 6500 GENERATOR PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, SECURITIES, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL.

PLEASE ADD: serial number 5163W24605 Fab Tec 5 X 16 Wash Plant

Add: Telesmith 3 deck Screener s/n 3077

Add: BCS Software System (The Aggregate Tracker)

Add: Feeder s/n OF527



Saskatchewan Personal Property Registry Search Result

Add: 8 Cubic Yard Ramsey Company Scraper Bucket
Add: 2003 Cat D8R Dozer S/N CAT00D8RE6YZ01450

ADD: S/N2014-0101 V00004366 Lippmann-Milwaukee 6224 RIP RAP Plant

ADD: 2003 Superior Telestacker – Model 36X130 TS130. S/N is 5283to

DELETE: S/N 2014-0101 V00004366 Lippmann-Milwaukee 6224 RIP RAP Plant

History - Amendment

Amendment Date: 19-Dec-2016 10:49:12

Registration #: 120624516

Transaction #: 31

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

Serial Property

| | |
|------------------------------------|---|
| Action: Add | Year: 2008 |
| Item #: 29 | Make/Desc: Komatsu - attached 72in wide clean out bucket |
| Serial Type: Motor Vehicle | Model: PC 400 LC-8 |
| Serial #: A88137 | Color: |
| Override: Yes | |
| | |
| Action: Add | Year: 2005 |
| Item #: 30 | Make/Desc: Cat - attached 72in wide clean out bucket |
| Serial Type: Motor Vehicle | Model: 330C |
| Serial #: CAT0330CPCAP01976 | Color: |
| Override: Yes | |

History - Amendment

Amendment Date: 02-Apr-2018 12:38:41

Registration #: 120624516

Transaction #: 32

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |



Saskatchewan Personal Property Registry Search Result

Serial Property

| | | | |
|---------------------|---------------|-------------------|----------------------|
| Action: | Delete | Year: | |
| Item #: | 25 | Make/Desc: | Kolberg Conveyor KPI |
| Serial Type: | Motor Vehicle | Model: | Model 47-3660 |
| Serial #: | 410281 | Color: | |
| Override: | Yes | | |
| | | | |
| Action: | Delete | Year: | |
| Item #: | 26 | Make/Desc: | Viper |
| Serial Type: | Motor Vehicle | Model: | Turbo Track |
| Serial #: | 123986 | Color: | |
| Override: | Yes | | |

History - Amendment

| | |
|---|----------------------------------|
| Amendment Date: 18-Apr-2018 15:45:53 | Registration #: 120624516 |
| | Transaction #: 33 |

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Delete: 2005 Cat Grader

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 |
| | Canada |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|-------------------|
| Action: | Delete | Year: | 2005 |
| Item #: | 27 | Make/Desc: | Kramer CAT Grader |
| Serial Type: | Motor Vehicle | Model: | 160H |
| Serial #: | CAT0160HAASD00481 | Color: | |
| Override: | Yes | | |

History - Amendment

| | |
|---|----------------------------------|
| Amendment Date: 25-Mar-2019 14:35:55 | Registration #: 120624516 |
| | Transaction #: 34 |
| | Expiry Date: 07-Apr-2024 |

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: 5 Year Renew

Life Time: Life Time Amended



Saskatchewan Personal Property Registry Search Result

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

History - Amendment

Amendment Date: 26-Jun-2019 14:11:41

Registration #: 120624516

Transaction #: 35

Event Type: Amendment
Transaction Reason: Regular

Transaction Description: Release Kolberg Conveyor, Kramer CAT Loader and Komatsu

Registrant

| | |
|--|---|
| Party ID: 150000052-1 | Address: PO Box 1960; Station Main |
| Entity Type: Business | Regina, Saskatchewan |
| Name: CONEXUS Credit Union 2006 | S4P4M1 Canada |

Serial Property

| | | |
|-------------------------------------|---|--|
| Action: Delete | | |
| Item #: 24 | Year: | |
| Serial Type: Motor Vehicle | Make/Desc: Kolberg Conveyor KPI | |
| Serial #: 410280 | Model: 47-3660 | |
| Override: Yes | Color: | |
| | | |
| Action: Delete | | |
| Item #: 28 | Year: 2011 | |
| Serial Type: Motor Vehicle | Make/Desc: Kramer CAT Loader | |
| Serial #: CAT0966HPA6J019801 | Model: 966H | |
| Override: Yes | Color: | |
| | | |
| Action: Delete | | |
| Item #: 29 | Year: 2008 | |
| Serial Type: Motor Vehicle | Make/Desc: Komatsu - attached 72in wide clean out bucket | |
| Serial #: A88137 | Model: PC 400 LC-8 | |
| Override: Yes | Color: | |



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 14-Aug-2015 08:27:34

Registration #: 301377409
Expiry Date: 23-Jun-2041

Event Type: Amendment
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

| | | | |
|---------------------|-------------------------------------|-----------------|--|
| Party ID: | 150001206-1 | Address: | MAIN FLOOR, PO BOX 6, 505 BURRARD STREET |
| Entity Type: | Business | | VANCOUVER,, BC |
| Name: | BUSINESS DEVELOPMENT BANK OF CANADA | | V7X1V3 |
| | | | Canada |

Secured Party

| | | | |
|---------------------|-------------------------------------|-----------------|-------------------------|
| Item #: | 1 | Address: | 320, 2220 - 12th Avenue |
| Party ID: | 150182896-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4P0M8 |
| Name: | Business Development Bank of Canada | | Canada |

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|---------------------------|
| * Item #: | 1 | Address: | Box 445, 185 - 7th Avenue |
| Party ID: | 152391379-1 | | Lumsden, Saskatchewan |
| Entity Type: | Business | | S0G3C0 |
| Name: | Croft Aggregates Limited | | Canada |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|-----------------------|
| Item #: | 1 | Year: | 2010 |
| Serial Type: | Motor Vehicle | Make/Desc: | Buick |
| Serial #: | 5GALVCED5AJ171268 | Model: | Enclave CXL |
| Override: | No | Color: | |
| Item #: | 2 | Year: | 2011 |
| Serial Type: | Motor Vehicle | Make/Desc: | GMC |
| Serial #: | 1GT121C89BF102421 | Model: | 2500 Crewcab PU |
| Override: | No | Color: | |
| Item #: | 3 | Year: | 2004 |
| Serial Type: | Motor Vehicle | Make/Desc: | GMC |
| Serial #: | 1GTHK23224F266502 | Model: | 2500 Crewcab PU |
| Override: | No | Color: | |
| Item #: | 4 | Year: | 1979 |
| Serial Type: | Motor Vehicle | Make/Desc: | Fruehauf S/A 28' |
| Serial #: | DXR472802 | Model: | Control Van w/Console |
| Override: | Yes | Color: | |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|-----------------------------|
| Item #: | 5 | Year: | 1983 |
| Serial Type: | Motor Vehicle | Make/Desc: | Polar American |
| Serial #: | 1PMR04325D3036844 | Model: | Control Van w/Tower Console |
| Override: | No | Color: | |
| Item #: | 6 | Year: | 1997 |
| Serial Type: | Motor Vehicle | Make/Desc: | Dorsey T/A 48' |
| Serial #: | 1DTV61721VA251455 | Model: | Power Van 3412-Cat 545KW |
| Override: | Yes | Color: | |
| Item #: | 7 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | Utility T/A 48' |
| Serial #: | 1UYVS2484LT316114 | Model: | Control Van 3406-Cat 320KW |
| Override: | No | Color: | |
| Item #: | 8 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | Utility T/A 48' |
| Serial #: | 1UYVS2488RM261301 | Model: | Control Van C-18-Cat 550KW |
| Override: | No | Color: | |
| Item #: | 9 | Year: | 1989 |
| Serial Type: | Motor Vehicle | Make/Desc: | Comet S/A 28' |
| Serial #: | 2WWCD09A5KR000017 | Model: | Control Van w Cummins 100KW |
| Override: | Yes | Color: | |
| Item #: | 10 | Year: | 2005 |
| Serial Type: | Outboard Motor | Make/Desc: | Caterpillar |
| Serial #: | 1DZ09925C6B00716 | Model: | 3406 Diesel Engine & 320 KW |
| Override: | No | Color: | |
| Item #: | 11 | Year: | 2004 |
| Serial Type: | Outboard Motor | Make/Desc: | Caterpillar |
| Serial #: | OLY00000LNPF03604 | Model: | 3054 Diesel Engine & 40 KW |
| Override: | No | Color: | |
| Item #: | 12 | Year: | 2002 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0345BPAGS01249 | Model: | 345BL Hydraulic Excavator |
| Override: | Yes | Color: | |
| Item #: | 13 | Year: | 2009 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0336DHW3K00265 | Model: | 336DL Hydraulic Excavator |
| Override: | Yes | Color: | |
| Item #: | 14 | Year: | 2001 |
| Serial Type: | Motor Vehicle | Make/Desc: | John Deere |
| Serial #: | FF0330X081257 | Model: | 330LC Hydraulic Excavator |
| Override: | Yes | Color: | |
| Item #: | 15 | Year: | 1989 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |



Saskatchewan Personal Property Registry Search Result

| | |
|------------------------------------|--|
| Serial #: 22Z04248 | Model: 950E Wheel Loader |
| Override: Yes | Color: |
| Item #: 16 | Year: 1990 |
| Serial Type: Motor Vehicle | Make/Desc: Case |
| Serial #: JAK0023732 | Model: 821 Wheel Loader |
| Override: Yes | Color: |
| Item #: 18 | Year: 2006 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar |
| Serial #: CAT0966HLA6D00149 | Model: 966H Wheel Loader |
| Override: Yes | Color: |
| Item #: 19 | Year: 2001 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar |
| Serial #: 4WW00588 | Model: 972G Wheel Loader |
| Override: Yes | Color: |
| Item #: 20 | Year: 2005 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar |
| Serial #: CAT0980HLJMS00680 | Model: 980H Wheel Loader |
| Override: Yes | Color: |
| Item #: 21 | Year: 2009 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar |
| Serial #: CAT0980HKJMS05192 | Model: 980H Wheel Loader |
| Override: Yes | Color: |
| Item #: 22 | Year: 1974 |
| Serial Type: Motor Vehicle | Make/Desc: Fiat Allis |
| Serial #: 19S13450 | Model: HD16 DP Crawler Tractor |
| Override: Yes | Color: |
| Item #: 23 | Year: 2005 |
| Serial Type: Motor Vehicle | Make/Desc: Bobcat |
| Serial #: 525219426 | Model: S175 Track Skid Steer Loader |
| Override: Yes | Color: |
| Item #: 24 | Year: 1993 |
| Serial Type: Trailer | Make/Desc: Hamm's |
| Serial #: 2G9TCNR25P1011066 | Model: Tandem Tank Pup Trailer |
| Override: No | Color: |
| Item #: 25 | Year: 2003 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar |
| Serial #: CAT00D8RE6YZ01450 | Model: D8R II Crawler Tractor |
| Override: Yes | Color: |
| Item #: 26 | Year: 1996 |
| Serial Type: Motor Vehicle | Make/Desc: Case |
| Serial #: JAF0196575 | Model: 1845C Skid SteerLoader |
| Override: Yes | Color: |



Saskatchewan Personal Property Registry Search Result

| | | | |
|--------------|--------------------|------------|-----------------------------|
| Item #: | 27 | Year: | 1979 |
| Serial Type: | Motor Vehicle | Make/Desc: | Cancar T/A 45' |
| Serial #: | 372399100211639414 | Model: | Control Van w Cummins 200KW |
| Override: | Yes | Color: | |

General Property

All of the Debtor's present and after acquired personal property, including a security interest in the following equipment:

Unit Year Make Model/ S/N
19 2012 Kohlberg Pioneer 36x60 Portable Conveyor -411695
67 2012 Kohlberg Pioneer 36x60 Portable Conveyor -411697
57 2012 Kohlberg Pioneer 36x60 Portable Conveyor-411701
52 N/A Custombuilt 36x60 Portable Conveyor
51 N/A Custombuilt 36x75 Portable Conveyor
6 N/A Custombuilt 30x50 Portable Conveyor
45 N/A Mormak 36x60 Portable Conveyor-1490421400
3660 N/A Morsky 36x60 Portable Conveyor
35 N/A Custombuilt 30x80 Portable Conveyor HR041907-4
7 N/A Custombuilt 36x75 Portable Conveyor 29-1238
40 N/A Custombuilt 36x100 Portable Conveyor
5 N/A Custombuilt 24x30 Conveyor
48 N/A Custombuilt 36x25 Conveyor
675 N/A Custombuilt 36x75 Conveyor
676 N/A Custombuilt 36x100 conveyor
DT N/A Custombuilt 36x75 Conveyor
47 N/A Custombuilt Portable Feeder Conveyor
43 1989 Kolberg 36x125 Stacking Conveyor 89-133-70569
56 N/A mormak 36x80 Stacking Conveyor 70459
64 2004 Masaba 30x110 Radial Stacking Conveyor
20 N/A El-Russ 36x115 Radial Stacking Conveyor
9 N/A Kolman 24x100 Stacking Conveyor
10 N/A Kolman 24x100 Stacking Conveyor
DT 2010 Buick Enclave CXL 5GALVCE5AJ171268
421 2011 GMC 2500 Crewcab PU 1GT121C89BF102421
502 2004 GMC 2500 Crewcab PU 1GTHK23224F266502
63 1994 Lykal 12x56 Double End Wellsite LSW125607150694
2 N/A Barber Greene Portable Belt Feeder Conveyor
41 N/A Clemro Portable Belt Feeder
39 2000 Fab-Tec Portable 8x14 Feeder BF361712200
15 1986 Cedarapids 54" Classic Cone Crusher Plant 0105-2310385
71 N/A Cedarapids 54" Rollercone 2 Cone Crusher M2187
68 1995 Gator 32x42 Jaw Crusher Feeder Plant
22 1979 Fruehauf S/A 28' Control Van w/Console DXR472802
72 1983 Polar American Control Van w/Tower Console 1PMR04325D3036844
73 1997 Dorsey T/A 48' Power Van 3412-Cat 545KW 1DTV61721VA251455
44 1994 Utility T/A 48' Control Van 3406-Cat 320KW 1UYVS2484LT316114
21 1994 Utility T/A 48' Control Van C-18-Cat 550KW 1UYVS2488RM261301
46 1989 Comet S/A 28' Control Van w Cummins 100KW 2WWCD09A5KR000017
925 2005 Caterpillar 3406 Diesel Engine & 320 KW 1DZ09925 / C6B00716
604 2004 Caterpillar 3054 Diesel Engine & 40 KW OLY00000LNPF03604
36 N/A Miller Portable 302P Diesel Welder LE122862
78 N/A Miller Portable 250NT Gas Welder LC431936
DT N/A Lincoln 300 AMP Electric Welder
4 N/A Cedarapids 5x16 Screen & 36x24 Screw 34F1488
17 N/A Cedarapids Twin 6x20 Screen Plant 562303DB
66 1981 Elrus Feeder & 6x16 Screen Plant ER81LF130
42 N/A Clemro Portable 5x18 Screen Plant 0650-2056
DT N/A WRT 4x8 Two Deck Screen Plant
163 N/A telsmith 3-9x7 Vibrating Grizzly Plant 353M163
98 1994 Spaulding Portable 5x16 Screen Plant TR225-94-2098
6YD N/A Ramsey 6 Cubic Yard Dredge Bucket 062
422 2010 Precision 11x90 Heavy Duty Truck Scale 206422
80 2010 Precision 10x80 Heavy Duty Truck Scale 10-395
207 2011 Pacific 11x90 Heavy Duty Truck Scale 153207
60 2010 Toledo 11x90 heavy Duty Truck Scale 1114405-1GD
61 2010 Toldeo 11x90 Heavy Duty Truck Scale



Saskatchewan Personal Property Registry Search Result

83 2010 Pacific 11x90 Heavy Duty Truck Scale 925847
 DT N/A Monarch Electric Water Pump
 DT N/A Monarch Electric Water Pump
 DT N/A Monarch Electric Water Pump
 280 2007 Caterpillar Godwin CD150M Portable Pump 16MPF06186D046280
 26 2002 Caterpillar 345BL Hydraulic Excavator CAT0345BPAGS01249
 75 2009 Caterpillar 336DL Hydraulic Excavator CAT0336DHW3K00265
 257 2001 John Deere 330LC Hydraulic Excavator FF0330X081257
 12 1984 Thunderbird TY-90 Tower Yarder Y9038
 30 1983 Madill C110T Swing Tower Yarder 60110
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 82 1989 Caterpillar 950E Wheel Loader 22Z04248
 84 1990 Case 821 Wheel Loader JAK0023732
 79 2006 caterpillar 950G II Wheel Loader CAT0950GCBAA01161
 27 2006 Caterpillar 966H Wheel Loader CAT0966HLA6D00149
 81 2001 Caterpillar 972G Wheel Loader 4WW00588
 69 2005 Caterpillar 980H Wheel Loader CAT0980HLJMS00680
 23 2009 Caterpillar 980H Wheel Loader CAT0980HKJMS05192
 13 1974 Fiat Allis HD16 DP Crawler Tractor 19S13450
 77 2005 Bobcat S175 Track Skid Steer Loader 525219426
 38 1978 Caterpillar V80D Forklift 74X387
 14 1993 Hamm's Tandem Tank Pup Trailer 2G9TCNR25P1011066
 76 2003 Caterpillar D8R II Crawler Tractor CAT00D8RE6YZ01450
 18 N/A Cedarapids Portable Belt Feeder E527
 8yd N/A Ramsey 8 cubic yard Dredge Bucket 059
 32 1996 Case 1845C Skid SteerLoader JAF0196575
 1 1979 Cancar T/A 45' Control Van w Cummins 200KW 3723991002-11639414
 DT N/A Custombuilt 36x75 Conveyor
 DT N/A Slough PTO Water Pump

History - Setup

Registration Type: Personal Property Security Agreement
Registration Date: 14-Aug-2015 08:27:34

Registration #: 301377409
Transaction #: 1
Expiry Date: 14-Aug-2040

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

| | | | |
|---------------------|---------------|-----------------|----------------------------|
| Party ID: | 152027040-1 | Address: | 800 - 1801 Hamilton Street |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | MCKERCHER LLP | | S4P4B4 Canada |

Secured Party

| | | | |
|---------------------|-------------------------------------|-----------------|-------------------------|
| Item #: | 1 | Address: | 320, 2220 - 12th Avenue |
| Party ID: | 150182896-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4P0M8 |
| Name: | Business Development Bank of Canada | | Canada |



Saskatchewan Personal Property Registry Search Result

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|---------------------------|
| Item #: | 1 | Address: | Box 445, 185 - 7th Avenue |
| Party ID: | 152391379-1 | | Lumsden, Saskatchewan |
| Entity Type: | Business | | S0G3C0 |
| Name: | Croft Aggregates Limited | | Canada |

General Property

All of the Debtor's present and after acquired personal property.

History - Amendment

| | | | |
|----------------------------|----------------------|------------------------|-------------|
| Amendment Date: | 14-Aug-2015 08:29:06 | Registration #: | 301377409 |
| | | Transaction #: | 2 |
| | | Expiry Date: | 23-Jun-2041 |
| Event Type: | Amendment | | |
| Transaction Reason: | Regular | | |

Life Time: Life Time Amended

Registrant

| | | | |
|---------------------|---------------|-----------------|----------------------------|
| Party ID: | 152027040-1 | Address: | 800 - 1801 Hamilton Street |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | MCKERCHER LLP | | S4P4B4 Canada |

History - Amendment

| | | | |
|----------------------------|----------------------|------------------------|-----------|
| Amendment Date: | 31-Aug-2015 14:40:38 | Registration #: | 301377409 |
| | | Transaction #: | 3 |
| Event Type: | Amendment | | |
| Transaction Reason: | Regular | | |

Registrant

| | | | |
|---------------------|---------------|-----------------|----------------------------|
| Party ID: | 152027040-1 | Address: | 800 - 1801 Hamilton Street |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | MCKERCHER LLP | | S4P4B4 Canada |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|-------------|
| Action: | Add | Year: | 2010 |
| Item #: | 1 | Make/Desc: | Buick |
| Serial Type: | Motor Vehicle | Model: | Enclave CXL |
| Serial #: | 5GALVCED5AJ171268 | Color: | |
| Override: | No | | |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|-----------------------------|
| Action: | Add | Year: | 2011 |
| Item #: | 2 | Make/Desc: | GMC |
| Serial Type: | Motor Vehicle | Model: | 2500 Crewcab PU |
| Serial #: | 1GT121C89BF102421 | Color: | |
| Override: | No | | |
| Action: | Add | Year: | 2004 |
| Item #: | 3 | Make/Desc: | GMC |
| Serial Type: | Motor Vehicle | Model: | 2500 Crewcab PU |
| Serial #: | 1GTHK23224F266502 | Color: | |
| Override: | No | | |
| Action: | Add | Year: | 1979 |
| Item #: | 4 | Make/Desc: | Fruehauf S/A 28' |
| Serial Type: | Motor Vehicle | Model: | Control Van w/Console |
| Serial #: | DXR472802 | Color: | |
| Override: | Yes | | |
| Action: | Add | Year: | 1983 |
| Item #: | 5 | Make/Desc: | Polar American |
| Serial Type: | Motor Vehicle | Model: | Control Van w/Tower Console |
| Serial #: | 1PMR04325D3036844 | Color: | |
| Override: | No | | |
| Action: | Add | Year: | 1997 |
| Item #: | 6 | Make/Desc: | Dorsey T/A 48' |
| Serial Type: | Motor Vehicle | Model: | Power Van 3412-Cat 545KW |
| Serial #: | 1DTV61721VA251455 | Color: | |
| Override: | Yes | | |
| Action: | Add | Year: | 1994 |
| Item #: | 7 | Make/Desc: | Utility T/A 48' |
| Serial Type: | Motor Vehicle | Model: | Control Van 3406-Cat 320KW |
| Serial #: | 1UYVS2484LT316114 | Color: | |
| Override: | No | | |
| Action: | Add | Year: | 1994 |
| Item #: | 8 | Make/Desc: | Utility T/A 48' |
| Serial Type: | Motor Vehicle | Model: | Control Van C-18-Cat 550KW |
| Serial #: | 1UYVS2488RM261301 | Color: | |
| Override: | No | | |
| Action: | Add | Year: | 1989 |
| Item #: | 9 | Make/Desc: | Comet S/A 28' |
| Serial Type: | Motor Vehicle | Model: | Control Van w Cummins 100KW |
| Serial #: | 2WWCD09A5KR000017 | Color: | |
| Override: | Yes | | |
| Action: | Add | Year: | 2005 |
| Item #: | 10 | Make/Desc: | Caterpillar |
| Serial Type: | Outboard Motor | | |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|-----------------------------|
| Serial #: | 1DZ09925C6B00716 | Model: | 3406 Diesel Engine & 320 KW |
| Override: | No | Color: | |
| Action: | Add | | |
| Item #: | 11 | Year: | 2004 |
| Serial Type: | Outboard Motor | Make/Desc: | Caterpillar |
| Serial #: | OLY00000LNPF03604 | Model: | 3054 Diesel Engine & 40 KW |
| Override: | No | Color: | |
| Action: | Add | | |
| Item #: | 12 | Year: | 2002 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0345BPAGS01249 | Model: | 345BL Hydraulic Excavator |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 13 | Year: | 2009 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0336DHW3K00265 | Model: | 336DL Hydraulic Excavator |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 14 | Year: | 2001 |
| Serial Type: | Motor Vehicle | Make/Desc: | John Deere |
| Serial #: | FF0330X081257 | Model: | 330LC Hydraulic Excavator |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 15 | Year: | 1989 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | 22Z04248 | Model: | 950E Wheel Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 16 | Year: | 1990 |
| Serial Type: | Motor Vehicle | Make/Desc: | Case |
| Serial #: | JAK0023732 | Model: | 821 Wheel Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 17 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0950GCBAA01161 | Model: | 950G II Wheel Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 18 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0966HLA6D00149 | Model: | 966H Wheel Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|--------------------|-------------------|------------------------------|
| Item #: | 19 | Year: | 2001 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | 4WW00588 | Model: | 972G Wheel Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 20 | Year: | 2005 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0980HLJMS00680 | Model: | 980H Wheel Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 21 | Year: | 2009 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT0980HKJMS05192 | Model: | 980H Wheel Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 22 | Year: | 1974 |
| Serial Type: | Motor Vehicle | Make/Desc: | Fiat Allis |
| Serial #: | 19S13450 | Model: | HD16 DP Crawler Tractor |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 23 | Year: | 2005 |
| Serial Type: | Motor Vehicle | Make/Desc: | Bobcat |
| Serial #: | 525219426 | Model: | S175 Track Skid Steer Loader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 24 | Year: | 1993 |
| Serial Type: | Trailer | Make/Desc: | Hamm's |
| Serial #: | 2G9TCNR25P1011066 | Model: | Tandem Tank Pup Trailer |
| Override: | No | Color: | |
| Action: | Add | | |
| Item #: | 25 | Year: | 2003 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar |
| Serial #: | CAT00D8RE6YZ01450 | Model: | D8R II Crawler Tractor |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 26 | Year: | 1996 |
| Serial Type: | Motor Vehicle | Make/Desc: | Case |
| Serial #: | JAF0196575 | Model: | 1845C Skid SteerLoader |
| Override: | Yes | Color: | |
| Action: | Add | | |
| Item #: | 27 | Year: | 1979 |
| Serial Type: | Motor Vehicle | Make/Desc: | Cancar T/A 45' |
| Serial #: | 372399100211639414 | Model: | Control Van w Cummins 200KW |



Saskatchewan Personal Property Registry Search Result

Override: Yes

Color:

General Property

All of the Debtor's present and after acquired personal property, including a security interest in the following equipment:

| Unit | Year | Make | Model/ S/N |
|------|------|----------------|---|
| 19 | 2012 | Kohlberg | Pioneer 36x60 Portable Conveyor -411695 |
| 67 | 2012 | Kohlberg | Pioneer 36x60 Portable Conveyor -411697 |
| 65 | 2012 | Kohlberg | Pioneer 36x60 Portable Conveyor- 411696 |
| 57 | 2012 | Kohlberg | Pioneer 36x60 Portable Conveyor-411701 |
| 52 | N/A | Custombuilt | 36x60 Portable Conveyor |
| 51 | N/A | Custombuilt | 36x75 Portable Conveyor |
| 6 | N/A | Custombuilt | 30x50 Portable Conveyor |
| 45 | N/A | Mormak | 36x60 Portable Conveyor-1490421400 |
| 3660 | N/A | Morsky | 36x60 Portable Conveyor |
| 35 | N/A | Custombuilt | 30x80 Portable Conveyor HR041907-4 |
| 7 | N/A | Custombuilt | 36x75 Portable Conveyor 29-1238 |
| 40 | N/A | Custombuilt | 36x100 Portable Conveyor |
| 5 | N/A | Custombuilt | 24x30 Conveyor |
| 48 | N/A | Custombuilt | 36x25 Conveyor |
| 675 | N/A | Custombuilt | 36x75 Conveyor |
| 676 | N/A | Custombuilt | 36x100 conveyor |
| DT | N/A | Custombuilt | 36x75 Conveyor |
| 47 | N/A | Custombuilt | Portable Feeder Conveyor |
| 43 | 1989 | Kolberg | 36x125 Stacking Conveyor 89-133-70569 |
| 56 | N/A | mormak | 36x80 Stacking Conveyor 70459 |
| 64 | 2004 | Masaba | 30x110 Radial Stacking Conveyor |
| 20 | N/A | EI-Russ | 36x115 Radial Stacking Conveyor |
| 9 | N/A | Kolman | 24x100 Stacking Conveyor |
| 10 | N/A | Kolman | 24x100 Stacking Conveyor |
| 131 | N/A | Swift | 36x100 Radial Stacking Conveyor |
| DT | 2010 | Buick | Enclave CXL 5GALVCED5AJ171268 |
| 421 | 2011 | GMC | 2500 Crewcab PU 1GT121C89BF102421 |
| 502 | 2004 | GMC | 2500 Crewcab PU 1GTHK23224F266502 |
| 63 | 1994 | Lykal | 12x56 Double End Wellsite LSW125607150694 |
| 2 | N/A | Barber | Greene Portable Belt Feeder Conveyor |
| 41 | N/A | Clemro | Portable Belt Feeder |
| 39 | 2000 | Fab-Tec | Portable 8x14 Feeder BF361712200 |
| 15 | 1986 | Cedarapids | 54" Classic Cone Crusher Plant 0105-2310385 |
| 71 | N/A | Cedarapids | 54" Rollercone 2 Cone Crusher M2187 |
| 68 | 1995 | Gator | 32x42 Jaw Crusher Feeder Plant |
| 22 | 1979 | Fruehauf | S/A 28' Control Van w/Console DXR472802 |
| 72 | 1983 | Polar American | Control Van w/Tower Console 1PMR04325D3036844 |
| 73 | 1997 | Dorsey | T/A 48' Power Van 3412-Cat 545KW 1DTV61721VA251455 |
| 44 | 1994 | Utility | T/A 48' Control Van 3406-Cat 320KW 1UYVS2484LT316114 |
| 21 | 1994 | Utility | T/A 48' Control Van C-18-Cat 550KW 1UYVS2488RM261301 |
| 46 | 1989 | Comet | S/A 28' Control Van w Cummins 100KW 2WWCD09A5KR000017 |
| 925 | 2005 | Caterpillar | 3406 Diesel Engine & 320 KW 1DZ09925 / C6B00716 |
| 604 | 2004 | Caterpillar | 3054 Diesel Engine & 40 KW OLY00000LNPF03604 |
| 36 | N/A | Miller | Portable 302P Diesel Welder LE122862 |
| 78 | N/A | Miller | Portable 250NT Gas Welder LC431936 |
| DT | N/A | Lincoln | 300 AMP Electric Welder |
| 4 | N/A | Cedarapids | 5x16 Screen & 36x24 Screw 34F1488 |
| 17 | N/A | Cedarapids | Twin 6x20 Screen Plant 562303DB |
| 66 | 1981 | Elrus | Feeder & 6x16 Screen Plant ER81LF130 |
| 42 | N/A | Clemro | Portable 5x18 Screen Plant 0650-2056 |
| DT | N/A | WRT | 4x8 Two Deck Screen Plant |
| 163 | N/A | telsmith | 3-9x7 Vibrating Grizzly Plant 353M163 |
| 98 | 1994 | Spaulding | Portable 5x16 Screen Plant TR225-94-2098 |
| 6YD | N/A | Ramsey | 6 Cubic Yard Dredge Bucket 062 |
| 422 | 2010 | Precision | 11x90 Heavy Duty Truck Scale 206422 |
| 80 | 2010 | Precision | 10x80 Heavy Duty Truck Scale 10-395 |
| 207 | 2011 | Pacific | 11x90 Heavy Duty Truck Scale 153207 |
| 60 | 2010 | Toledo | 11x90 heavy Duty Truck Scale 1114405-1GD |
| 61 | 2010 | Toldeo | 11x90 Heavy Duty Truck Scale |
| 83 | 2010 | Pacific | 11x90 Heavy Duty Truck Scale 925847 |
| DT | N/A | Monarch | Electric Water Pump |
| DT | N/A | Monarch | Electric Water Pump |



Saskatchewan Personal Property Registry Search Result

DT N/A Monarch Electric Water Pump
 280 2007 Caterpillar Godwin CD150M Portable Pump 16MPF06186D046280
 26 2002 Caterpillar 345BL Hydraulic Excavator CAT0345BPAGS01249
 75 2009 Caterpillar 336DL Hydraulic Excavator CAT0336DHW3K00265
 257 2001 John Deere 330LC Hydraulic Excavator FF0330X081257
 12 1984 Thunderbird TY-90 Tower Yarder Y9038
 30 1983 Madill C110T Swing Tower Yarder 60110
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 DT N/A Ingersoll Rand 25 KW Portable Light Tower
 82 1989 Caterpillar 950E Wheel Loader 22Z04248
 84 1990 Case 821 Wheel Loader JAK0023732
 79 2006 caterpillar 950G II Wheel Loader CAT0950GCBAA01161
 27 2006 Caterpillar 966H Wheel Loader CAT0966HLA6D00149
 81 2001 Caterpillar 972G Wheel Loader 4WW00588
 69 2005 Caterpillar 980H Wheel Loader CAT0980HLJMS00680
 23 2009 Caterpillar 980H Wheel Loader CAT0980HKJMS05192
 13 1974 Fiat Allis HD16 DP Crawler Tractor 19S13450
 77 2005 Bobcat S175 Track Skid Steer Loader 525219426
 38 1978 Caterpillar V80D Forklift 74X387
 14 1993 Hamm's Tandem Tank Pup Trailer 2G9TCNR25P1011066
 76 2003 Caterpillar D8R II Crawler Tractor CAT00D8RE6YZ01450
 18 N/A Cedarapids Portable Belt Feeder E527
 8yd N/A Ramsey 8 cubic yard Dredge Bucket 059
 32 1996 Case 1845C Skid SteerLoader JAF0196575
 1 1979 Cancar T/A 45' Control Van w Cummins 200KW 3723991002-11639414
 DT N/A Custombuilt 36x75 Conveyor
 DT N/A Slough PTO Water Pump

History - Amendment

Amendment Date: 05-Apr-2018 10:36:49

Registration #: 301377409

Transaction #: 4

Event Type: Amendment

Transaction Reason: Regular

Registrant

| | | | |
|---------------------|-------------------------------------|-----------------|--|
| Party ID: | 150001206-1 | Address: | MAIN FLOOR, PO BOX 6, 505 BURRARD STREET |
| Entity Type: | Business | | VANCOUVER,, BC |
| Name: | BUSINESS DEVELOPMENT BANK OF CANADA | | V7X1V3 |
| | | | Canada |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|----------------------|
| Action: | Delete | Year: | 2006 |
| Item #: | 17 | Make/Desc: | Caterpillar |
| Serial Type: | Motor Vehicle | Model: | 950G II Wheel Loader |
| Serial #: | CAT0950GCBAA01161 | Color: | |
| Override: | Yes | | |

General Property

All of the Debtor's present and after acquired personal property, including a security interest in the following equipment:

Unit Year Make Model/ S/N
 19 2012 Kohlberg Pioneer 36x60 Portable Conveyor -411695
 67 2012 Kohlberg Pioneer 36x60 Portable Conveyor -411697
 65 2012 Kohlberg Pioneer 36x60 Portable Conveyor- 411696
 57 2012 Kohlberg Pioneer 36x60 Portable Conveyor-411701
 52 N/A Custombuilt 36x60 Portable Conveyor



Saskatchewan Personal Property Registry Search Result

51 N/A Custombuilt 36x75 Portable Conveyor
6 N/A Custombuilt 30x50 Portable Conveyor
45 N/A Mormak 36x60 Portable Conveyor-1490421400
3660 N/A Morsky 36x60 Portable Conveyor
35 N/A Custombuilt 30x80 Portable Conveyor HR041907-4
7 N/A Custombuilt 36x75 Portable Conveyor 29-1238
40 N/A Custombuilt 36x100 Portable Conveyor
5 N/A Custombuilt 24x30 Conveyor
48 N/A Custombuilt 36x25 Conveyor
675 N/A Custombuilt 36x75 Conveyor
676 N/A Custombuilt 36x100 conveyor
DT N/A Custombuilt 36x75 Conveyor
47 N/A Custombuilt Portable Feeder Conveyor
43 1989 Kolberg 36x125 Stacking Conveyor 89-133-70569
56 N/A mormak 36x80 Stacking Conveyor 70459
64 2004 Masaba 30x110 Radial Stacking Conveyor
20 N/A El-Russ 36x115 Radial Stacking Conveyor
9 N/A Kolman 24x100 Stacking Conveyor
10 N/A Kolman 24x100 Stacking Conveyor
DT 2010 Buick Enclave CXL 5GALVCE5AJ171268
421 2011 GMC 2500 Crewcab PU 1GT121C89BF102421
502 2004 GMC 2500 Crewcab PU 1GTHK23224F266502
63 1994 Lykal 12x56 Double End Wellsite LSW125607150694
2 N/A Barber Greene Portable Belt Feeder Conveyor
41 N/A Clemro Portable Belt Feeder
39 2000 Fab-Tec Portable 8x14 Feeder BF361712200
15 1986 Cedarapids 54" Classic Cone Crusher Plant 0105-2310385
71 N/A Cedarapids 54" Rollercone 2 Cone Crusher M2187
68 1995 Gator 32x42 Jaw Crusher Feeder Plant
22 1979 Fruehauf S/A 28' Control Van w/Console DXR472802
72 1983 Polar American Control Van w/Tower Console 1PMR04325D3036844
73 1997 Dorsey T/A 48' Power Van 3412-Cat 545KW 1DTV61721VA251455
44 1994 Utility T/A 48' Control Van 3406-Cat 320KW 1UYVS2484LT316114
21 1994 Utility T/A 48' Control Van C-18-Cat 550KW 1UYVS2488RM261301
46 1989 Comet S/A 28' Control Van w Cummins 100KW 2WWCD09A5KR000017
925 2005 Caterpillar 3406 Diesel Engine & 320 KW 1DZ09925 / C6B00716
604 2004 Caterpillar 3054 Diesel Engine & 40 KW OLY00000LNPF03604
36 N/A Miller Portable 302P Diesel Welder LE122862
78 N/A Miller Portable 250NT Gas Welder LC431936
DT N/A Lincoln 300 AMP Electric Welder
4 N/A Cedarapids 5x16 Screen & 36x24 Screw 34F1488
17 N/A Cedarapids Twin 6x20 Screen Plant 562303DB
66 1981 Elrus Feeder & 6x16 Screen Plant ER81LF130
42 N/A Clemro Portable 5x18 Screen Plant 0650-2056
DT N/A WRT 4x8 Two Deck Screen Plant
163 N/A telsmith 3-9x7 Vibrating Grizzly Plant 353M163
98 1994 Spaulding Portable 5x16 Screen Plant TR225-94-2098
6YD N/A Ramsey 6 Cubic Yard Dredge Bucket 062
422 2010 Precision 11x90 Heavy Duty Truck Scale 206422
80 2010 Precision 10x80 Heavy Duty Truck Scale 10-395
207 2011 Pacific 11x90 Heavy Duty Truck Scale 153207
60 2010 Toledo 11x90 heavy Duty Truck Scale 1114405-1GD
61 2010 Toldeo 11x90 Heavy Duty Truck Scale
83 2010 Pacific 11x90 Heavy Duty Truck Scale 925847
DT N/A Monarch Electric Water Pump
DT N/A Monarch Electric Water Pump
DT N/A Monarch Electric Water Pump
280 2007 Caterpillar Godwin CD150M Portable Pump 16MPF06186D046280
26 2002 Caterpillar 345BL Hydraulic Excavator CAT0345BPAGS01249
75 2009 Caterpillar 336DL Hydraulic Excavator CAT0336DHW3K00265
257 2001 John Deere 330LC Hydraulic Excavator FF0330X081257
12 1984 Thunderbird TY-90 Tower Yarder Y9038
30 1983 Madill C110T Swing Tower Yarder 60110
DT N/A Ingersoll Rand 25 KW Portable Light Tower
DT N/A Ingersoll Rand 25 KW Portable Light Tower
DT N/A Ingersoll Rand 25 KW Portable Light Tower
DT N/A Ingersoll Rand 25 KW Portable Light Tower
82 1989 Caterpillar 950E Wheel Loader 22Z04248
84 1990 Case 821 Wheel Loader JAK0023732



**Saskatchewan
Personal Property Registry
Search Result**

79 2006 caterpillar 950G II Wheel Loader CAT0950GCBAA01161
 27 2006 Caterpillar 966H Wheel Loader CAT0966HLA6D00149
 81 2001 Caterpillar 972G Wheel Loader 4WW00588
 69 2005 Caterpillar 980H Wheel Loader CAT0980HLJMS00680
 23 2009 Caterpillar 980H Wheel Loader CAT0980HKJMS05192
 13 1974 Fiat Allis HD16 DP Crawler Tractor 19S13450
 77 2005 Bobcat S175 Track Skid Steer Loader 525219426
 38 1978 Caterpillar V80D Forklift 74X387
 14 1993 Hamm's Tandem Tank Pup Trailer 2G9TCNR25P1011066
 76 2003 Caterpillar D8R II Crawler Tractor CAT00D8RE6YZ01450
 18 N/A Cedarapids Portable Belt Feeder E527
 8yd N/A Ramsey 8 cubic yard Dredge Bucket 059
 32 1996 Case 1845C Skid Steer Loader JAF0196575
 1 1979 Cancar T/A 45' Control Van w Cummins 200KW 3723991002-11639414
 DT N/A Custombuilt 36x75 Conveyor
 DT N/A Slough PTO Water Pump

History - Amendment

Amendment Date: 27-Nov-2019 16:36:26

Registration #: 301377409

Transaction #: 5

Event Type: Amendment
 Transaction Reason: Regular

Registrant

| | | | |
|---------------------|-------------------------------------|-----------------|--|
| Party ID: | 150001206-1 | Address: | MAIN FLOOR, PO BOX 6, 505 BARRARD STREET |
| Entity Type: | Business | | VANCOUVER,, BC |
| Name: | BUSINESS DEVELOPMENT BANK OF CANADA | | V7X1V3 |
| | | | Canada |

General Property

All of the Debtor's present and after acquired personal property, including a security interest in the following equipment:

Unit Year Make Model/ S/N
 19 2012 Kohlberg Pioneer 36x60 Portable Conveyor -411695
 67 2012 Kohlberg Pioneer 36x60 Portable Conveyor -411697
 57 2012 Kohlberg Pioneer 36x60 Portable Conveyor-411701
 52 N/A Custombuilt 36x60 Portable Conveyor
 51 N/A Custombuilt 36x75 Portable Conveyor
 6 N/A Custombuilt 30x50 Portable Conveyor
 45 N/A Mormak 36x60 Portable Conveyor-1490421400
 3660 N/A Morsky 36x60 Portable Conveyor
 35 N/A Custombuilt 30x80 Portable Conveyor HR041907-4
 7 N/A Custombuilt 36x75 Portable Conveyor 29-1238
 40 N/A Custombuilt 36x100 Portable Conveyor
 5 N/A Custombuilt 24x30 Conveyor
 48 N/A Custombuilt 36x25 Conveyor
 675 N/A Custombuilt 36x75 Conveyor
 676 N/A Custombuilt 36x100 conveyor
 DT N/A Custombuilt 36x75 Conveyor
 47 N/A Custombuilt Portable Feeder Conveyor
 43 1989 Kolberg 36x125 Stacking Conveyor 89-133-70569
 56 N/A mormak 36x80 Stacking Conveyor 70459
 64 2004 Masaba 30x110 Radial Stacking Conveyor
 20 N/A El-Russ 36x115 Radial Stacking Conveyor
 9 N/A Kolman 24x100 Stacking Conveyor
 10 N/A Kolman 24x100 Stacking Conveyor
 DT 2010 Buick Enclave CXL 5GALVCE5AJ171268
 421 2011 GMC 2500 Crewcab PU 1GT121C89BF102421
 502 2004 GMC 2500 Crewcab PU 1GTHK23224F266502
 63 1994 Lykal 12x56 Double End Wellsite LSW125607150694
 2 N/A Barber Greene Portable Belt Feeder Conveyor



Saskatchewan Personal Property Registry Search Result

41 N/A Clemro Portable Belt Feeder
39 2000 Fab-Tec Portable 8x14 Feeder BF361712200
15 1986 Cedarapids 54" Classic Cone Crusher Plant 0105-2310385
71 N/A Cedarapids 54" Rollercone 2 Cone Crusher M2187
68 1995 Gator 32x42 Jaw Crusher Feeder Plant
22 1979 Fruehauf S/A 28' Control Van w/Console DXR472802
72 1983 Polar American Control Van w/Tower Console 1PMR04325D3036844
73 1997 Dorsey T/A 48' Power Van 3412-Cat 545KW 1DTV61721VA251455
44 1994 Utility T/A 48' Control Van 3406-Cat 320KW 1UYVS2484LT316114
21 1994 Utility T/A 48' Control Van C-18-Cat 550KW 1UYVS2488RM261301
46 1989 Comet S/A 28' Control Van w Cummins 100KW 2WWCD09A5KR000017
925 2005 Caterpillar 3406 Diesel Engine & 320 KW 1DZ09925 / C6B00716
604 2004 Caterpillar 3054 Diesel Engine & 40 KW OLY00000LNPF03604
36 N/A Miller Portable 302P Diesel Welder LE122862
78 N/A Miller Portable 250NT Gas Welder LC431936
DT N/A Lincoln 300 AMP Electric Welder
4 N/A Cedarapids 5x16 Screen & 36x24 Screw 34F1488
17 N/A Cedarapids Twin 6x20 Screen Plant 562303DB
66 1981 Elrus Feeder & 6x16 Screen Plant ER81LF130
42 N/A Clemro Portable 5x18 Screen Plant 0650-2056
DT N/A WRT 4x8 Two Deck Screen Plant
163 N/A telsmith 3-9x7 Vibrating Grizzly Plant 353M163
98 1994 Spaulding Portable 5x16 Screen Plant TR225-94-2098
6YD N/A Ramsey 6 Cubic Yard Dredge Bucket 062
422 2010 Precision 11x90 Heavy Duty Truck Scale 206422
80 2010 Precision 10x80 Heavy Duty Truck Scale 10-395
207 2011 Pacific 11x90 Heavy Duty Truck Scale 153207
60 2010 Toledo 11x90 heavy Duty Truck Scale 1114405-1GD
61 2010 Toldeo 11x90 Heavy Duty Truck Scale
83 2010 Pacific 11x90 Heavy Duty Truck Scale 925847
DT N/A Monarch Electric Water Pump
DT N/A Monarch Electric Water Pump
DT N/A Monarch Electric Water Pump
280 2007 Caterpillar Godwin CD150M Portable Pump 16MPF06186D046280
26 2002 Caterpillar 345BL Hydraulic Excavator CAT0345BPAGS01249
75 2009 Caterpillar 336DL Hydraulic Excavator CAT0336DHW3K00265
257 2001 John Deere 330LC Hydraulic Excavator FF0330X081257
12 1984 Thunderbird TY-90 Tower Yarder Y9038
30 1983 Madill C110T Swing Tower Yarder 60110
DT N/A Ingersoll Rand 25 KW Portable Light Tower
DT N/A Ingersoll Rand 25 KW Portable Light Tower
DT N/A Ingersoll Rand 25 KW Portable Light Tower
DT N/A Ingersoll Rand 25 KW Portable Light Tower
82 1989 Caterpillar 950E Wheel Loader 22Z04248
84 1990 Case 821 Wheel Loader JAK0023732
79 2006 caterpillar 950G II Wheel Loader CAT0950GCBA01161
27 2006 Caterpillar 966H Wheel Loader CAT0966HLA6D00149
81 2001 Caterpillar 972G Wheel Loader 4WWW00588
69 2005 Caterpillar 980H Wheel Loader CAT0980HLJMS00680
23 2009 Caterpillar 980H Wheel Loader CAT0980HKJMS05192
13 1974 Fiat Allis HD16 DP Crawler Tractor 19S13450
77 2005 Bobcat S175 Track Skid Steer Loader 525219426
38 1978 Caterpillar V80D Forklift 74X387
14 1993 Hamm's Tandem Tank Pup Trailer 2G9TCNR25P1011066
76 2003 Caterpillar D8R II Crawler Tractor CAT00D8RE6YZ01450
18 N/A Cedarapids Portable Belt Feeder E527
8yd N/A Ramsey 8 cubic yard Dredge Bucket 059
32 1996 Case 1845C Skid SteerLoader JAF0196575
1 1979 Cancar T/A 45' Control Van w Cummins 200KW 3723991002-11639414
DT N/A Custombuilt 36x75 Conveyor
DT N/A Slough PTO Water Pump



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Personal Property Security Agreement
Registration Date: 21-Aug-2015 14:19:33

Registration #: 301380926
Expiry Date: 01-Sep-2035

Event Type: Setup
Transaction Reason: Regular

Notations

Trust Indenture: No

Registrant

| | | | |
|--------------|---------------|----------|----------------------------|
| Party ID: | 152027040-1 | Address: | 800 - 1801 Hamilton Street |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | MCKERCHER LLP | | S4P4B4 Canada |

Secured Party

| | | | |
|--------------|---------------------------|----------|-----------------------------|
| Item #: | 1 | Address: | P.O. Box 1960, Station Main |
| Party ID: | 150580499-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4P4M1 |
| Name: | Conexus Credit Union 2006 | | Canada |

Debtor Party

| | | | |
|--------------|--------------------------|----------|---------------------------|
| * Item #: | 1 | Address: | Box 445, 185 - 7th Avenue |
| Party ID: | 152391379-1 | | Lumsden, Saskatchewan |
| Entity Type: | Business | | S0G3C0 |
| Name: | Croft Aggregates Limited | | Canada |

General Property

All of the Debtor's present and after acquired personal property.



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Enforcement Charge - Federal Judgment
Registration Date: 10-Oct-2018 08:18:25
Judgment Date: 07-Jun-2018

Registration #: 301825162
Expiry Date: 07-Jun-2028

Event Type: Setup
Transaction Reason: Regular

Transaction Description: ITA-9251-18; Croft Aggregates Limited

Notations

Court #: ITA-9251-18
Judicial Centre: Regina
Amount: \$601,973.83

Registrant

| | | | |
|--------------|--------------------------------------|----------|----------------------|
| Party ID: | 152681105-1 | Address: | 1955 Smith Street |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | Canada Revenue Agency, RCCS Division | | S4P2N9 Canada |

Creditor

| | | | |
|--------------|--|----------|--|
| Item #: | 1 | Address: | C/O Canada Revenue Agency, 1955 Smith Street |
| Party ID: | 150577603-3 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4P2N9 |
| Name: | Her Majesty the Queen in Right of Canada as represented by the Minister of Revenue | | Canada |

Debtor

| | | | |
|--------------|--------------------------|----------|---------------------------|
| * Item #: | 1 | Address: | Post Office Box 727 |
| Party ID: | 153104935-1 | | Pilot Butte, Saskatchewan |
| Entity Type: | Business | | S0G3Z0 |
| Name: | Croft Aggregates Limited | | Canada |

General Property

All of the personal property and lands of the debtor within Saskatchewan.



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Enforcement Charge - Federal Judgment
Registration Date: 10-Oct-2018 12:48:59
Judgment Date: 07-Jun-2018

Registration #: 301825437
Expiry Date: 07-Jun-2028

Event Type: Setup
Transaction Reason: Regular

Transaction Description: ITA-9252-18; Croft Aggregates Limited

Notations

Court #: ITA-9252-18
Judicial Centre: Regina
Amount: \$347,279.90

Registrant

| | |
|---|-----------------------------------|
| Party ID: 152681105-1 | Address: 1955 Smith Street |
| Entity Type: Business | Regina, Saskatchewan |
| Name: Canada Revenue Agency, RCCS Division | S4P2N9 Canada |

Creditor

| | |
|---|--|
| Item #: 1 | Address: C/O Canada Revenue Agency, 1955 Smith Street |
| Party ID: 150577603-3 | Regina, Saskatchewan |
| Entity Type: Business | S4P2N9 |
| Name: Her Majesty the Queen in Right of Canada as represented by the Minister of Revenue | Canada |

Debtor

| | |
|---------------------------------------|-------------------------------------|
| * Item #: 1 | Address: Post Office Box 727 |
| Party ID: 153104935-1 | Pilot Butte, Saskatchewan |
| Entity Type: Business | S0G3Z0 |
| Name: Croft Aggregates Limited | Canada |

General Property

All of the personal property and lands of the debtor within Saskatchewan.



Saskatchewan
Personal Property Registry
Search Result

Current - Exact

Registration Type: Enforcement Charge - Federal Judgment
Registration Date: 13-Dec-2019 11:32:47
Judgment Date: 02-Oct-2019

Registration #: 301986239
Expiry Date: 02-Oct-2029

Event Type: Setup
Transaction Reason: Regular

Transaction Description: ETA-7071-19: Croft Aggregates Limited

Notations

Court #: ETA-7071-19
Judicial Centre: Regina
Amount: \$66,571.97

Registrant

| | | | |
|---------------------|--------------------------------------|-----------------|----------------------|
| Party ID: | 152681105-1 | Address: | 1955 Smith Street |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | Canada Revenue Agency, RCCS Division | | S4P2N9 Canada |

Creditor

| | | | |
|---------------------|--------------------------------------|-----------------|----------------------|
| Item #: | 1 | Address: | 1955 Smith Street |
| Party ID: | 152681105-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4P2N9 Canada |
| Name: | Canada Revenue Agency, RCCS Division | | |

Debtor

| | | | |
|---------------------|--------------------------|-----------------|---------------------------|
| * Item #: | 1 | Address: | Post Office Box 727 |
| Party ID: | 153104935-1 | | Pilot Butte, Saskatchewan |
| Entity Type: | Business | | S0G3Z0 Canada |
| Name: | Croft Aggregates Limited | | |

General Property

All of the personal property and lands of the debtor within Saskatchewan.



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Commercial Lien
Registration Date: 31-Jul-2020 14:57:57

Registration #: 302063833
Expiry Date: 31-Jul-2026

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|----------------------|-----------------|-------------------------|
| Party ID: | 152330264-1 | Address: | 500 - 616 Main Street |
| Entity Type: | Business | | Saskatoon, Saskatchewan |
| Name: | McDougall Gauley LLP | | S7H0J6 Canada |

Secured Party

| | | | |
|---------------------|--------------------|-----------------|----------------------|
| Item #: | 1 | Address: | PO Box 4 |
| Party ID: | 153482961-1 | | Lajord, Saskatchewan |
| Entity Type: | Business | | S0G2V0 |
| Name: | KF Aggregates Inc. | | Canada |

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|----------------------|
| * Item #: | 1 | Address: | 3132 Avonhurst Dr |
| Party ID: | 153504282-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4R3J7 |
| Name: | Croft Aggregates Limited | | Canada |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|---------------------------|
| Item #: | 1 | Year: | 2005 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0980HLIM500680 | Model: | 980H WHEEL LOADER |
| Override: | Yes | Color: | |
| Item #: | 2 | Year: | 2001 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | 4WW00588 | Model: | 972G WHEEL LOADER |
| Override: | Yes | Color: | |
| Item #: | 3 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | LYKAL |
| Serial #: | LSW125607150694 | Model: | 12X56 DOUBLE END WELLSITE |
| Override: | Yes | Color: | |
| Item #: | 4 | Year: | 1978 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | 74X387 | Model: | V80D FORKLIFT |
| Override: | Yes | Color: | |
| Item #: | 5 | Year: | 1993 |
| Serial Type: | Trailer | Make/Desc: | HAMM'S |
| Serial #: | 2G9TCNR25P1011066 | Model: | TANDEM TANK PUP TRAILER |
| Override: | No | Color: | |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|--------------------------------|
| Item #: | 6 | Year: | 1979 |
| Serial Type: | Motor Vehicle | Make/Desc: | FRUEHAUF S/A 28' |
| Serial #: | DXR472802 | Model: | CONTROL VAN W/ CONSOLE |
| Override: | Yes | Color: | |
| Item #: | 7 | Year: | 1997 |
| Serial Type: | Motor Vehicle | Make/Desc: | DORSEY T/A 48' |
| Serial #: | 1DTV61721VA251455 | Model: | POWER VAN W/ 3412 - CAT 545 KW |
| Override: | Yes | Color: | |
| Item #: | 8 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | UTILITY T/A 48' |
| Serial #: | 1UYVS2484LT316114 | Model: | CONTROL VAN W/3406-CAT 320 KW |
| Override: | Yes | Color: | |
| Item #: | 9 | Year: | 2010 |
| Serial Type: | Motor Vehicle | Make/Desc: | TOLEDO |
| Serial #: | S1208 | Model: | 11 X 90 WESTERN M2000A SCALE |
| Override: | Yes | Color: | |
| Item #: | 10 | Year: | 2009 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0336DHW3K00265 | Model: | 336DL HYDRAULIC EXCAVATOR |
| Override: | Yes | Color: | |
| Item #: | 11 | Year: | 2004 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | OLY00000LNPF03604 | Model: | 3054 DIESEL ENGINE & 40 KW |
| Override: | Yes | Color: | |
| Item #: | 12 | Year: | 2007 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR GODWIN |
| Serial #: | 16MPF06186D046280 | Model: | CD150M PORTABLE PUMP |
| Override: | No | Color: | |
| Item #: | 13 | Year: | 1984 |
| Serial Type: | Motor Vehicle | Make/Desc: | THUNDERBIRD |
| Serial #: | Y9038 | Model: | TY - 90 TOWER YARDER |
| Override: | Yes | Color: | |
| Item #: | 14 | Year: | 1983 |
| Serial Type: | Motor Vehicle | Make/Desc: | MADILL |
| Serial #: | 60110 | Model: | C110T SWING YARDER |
| Override: | Yes | Color: | |
| Item #: | 15 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | SPAULDING |
| Serial #: | 5163W24605 | Model: | PORTABLE 6X20 SCREEN PLANT |
| Override: | Yes | Color: | |
| Item #: | 16 | Year: | 2004 |
| Serial Type: | Motor Vehicle | Make/Desc: | FORD |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|-------------------------------|
| Serial #: | 1FTPX14524NB34426 | Model: | F150 (149KM) |
| Override: | Yes | Color: | |
| Item #: | 17 | Year: | 1976 |
| Serial Type: | Motor Vehicle | Make/Desc: | LINK BELT |
| Serial #: | 31G6448B | Model: | 7400 HYDRAULIC EXCAVATOR |
| Override: | Yes | Color: | |
| Item #: | 18 | Year: | 1989 |
| Serial Type: | Motor Vehicle | Make/Desc: | COMET S/A 28' |
| Serial #: | 2WWCD09A5KR000017 | Model: | VAN W/CUMMINS 100KW |
| Override: | Yes | Color: | |
| Item #: | 19 | Year: | 2009 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0980HKJMS05192 | Model: | 980H WHEEL LOADER |
| Override: | Yes | Color: | |
| Item #: | 20 | Year: | 2011 |
| Serial Type: | Motor Vehicle | Make/Desc: | GMC (DIESEL) |
| Serial #: | 1GT121C89BF102421 | Model: | 2500 CREWCAB PICKUP |
| Override: | Yes | Color: | |
| Item #: | 21 | Year: | 2015 |
| Serial Type: | Motor Vehicle | Make/Desc: | GMC DIESEL |
| Serial #: | 1GT120E80FF110369 | Model: | CREWCAB PICKUP (220KM) |
| Override: | No | Color: | |
| Item #: | 22 | Year: | 1983 |
| Serial Type: | Motor Vehicle | Make/Desc: | POLAR AMERICAN 42' |
| Serial #: | 1PMR04325D3036844 | Model: | CONTROL VAN W/TOWER-CONSOLE |
| Override: | No | Color: | |
| Item #: | 23 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | UTILITY T/A 48' |
| Serial #: | 1UYVS2488RM261301 | Model: | CONTROL VAN W/C-18-CAT 550 KW |
| Override: | No | Color: | |
| Item #: | 24 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0966HLA6D00149 | Model: | 966H WHEEL LOADER |
| Override: | Yes | Color: | |
| Item #: | 25 | Year: | 2005 |
| Serial Type: | Trailer | Make/Desc: | FAB-TEC |
| Serial #: | 5163W24605 | Model: | 5 X 16 WET SCREEN PLANT |
| Override: | No | Color: | |
| Item #: | 26 | Year: | 2007 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT00730VB1M01215 | Model: | 730 ARTICULATED DUMP TRUCK |
| Override: | Yes | Color: | |



Saskatchewan Personal Property Registry Search Result

| | |
|------------------------------------|--|
| Item #: 27 | Year: 2007 |
| Serial Type: Motor Vehicle | Make/Desc: CATERPILLAR |
| Serial #: CAT00730AB1M01216 | Model: 730 ARTICULATED DUMP TRUCK |
| Override: Yes | Color: |
| Item #: 28 | Year: 2003 |
| Serial Type: Motor Vehicle | Make/Desc: CATERPILLAR |
| Serial #: CAT00D8RE6YZ01450 | Model: D8R II CRAWLER TRACTOR |
| Override: Yes | Color: |
| Item #: 29 | Year: 2004 |
| Serial Type: Trailer | Make/Desc: MASABA |
| Serial #: M2319 | Model: 36 X 100 STACKING CONVEYOR |
| Override: No | Color: |
| Item #: 30 | Year: |
| Serial Type: Trailer | Make/Desc: CEDARAPIDS |
| Serial #: 0F527 | Model: PORTABLE BELT FEEDER |
| Override: No | Color: |
| Item #: 31 | Year: |
| Serial Type: Trailer | Make/Desc: CEDARAPIDS |
| Serial #: 562303DB | Model: PORTABLE TWIN 6X20 SCREEN |
| Override: No | Color: |
| Item #: 32 | Year: |
| Serial Type: Trailer | Make/Desc: EL-RUSS |
| Serial #: G131 | Model: 36 X 115 STACKING CONVEYOR |
| Override: No | Color: |
| Item #: 33 | Year: |
| Serial Type: Trailer | Make/Desc: KOHLBERG |
| Serial #: 64013367 | Model: 1300 - 75 FT CONVEYOR |
| Override: No | Color: |
| Item #: 34 | Year: |
| Serial Type: Trailer | Make/Desc: KOHLBERG |
| Serial #: 64113367 | Model: 1300 - 75FT CONVEYOR |
| Override: No | Color: |
| Item #: 35 | Year: |
| Serial Type: Trailer | Make/Desc: KOHLBERG |
| Serial #: 63913367 | Model: 1300 - 75FT CONVEYOR |
| Override: No | Color: |
| Item #: 36 | Year: |
| Serial Type: Trailer | Make/Desc: KOHLBERG |
| Serial #: 63813367 | Model: 1300 - 75 FT CONVEYOR |
| Override: No | Color: |
| Item #: 37 | Year: |



Saskatchewan Personal Property Registry Search Result

| | |
|--|--|
| Serial Type: Motor Vehicle Serial #: F1L0105 Override: Yes Item #: 38 Serial Type: Trailer Serial #: 11313 Override: No | Make/Desc: CLEMRO Model: PORTABLE 5X18 SCREEN PLANT Color: Year: Make/Desc: CEDARAPIDS Model: 36 X 24 WASH SCREW Color: |
|--|--|

General Property

| Item # | Year | Make | Model | Serial # |
|--------|------|----------------------------------|---------------------------------|---------------------|
| 54 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | N/A |
| 55 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | N/A |
| 56 | N/A | CUSTOM BUILT | 30 X 75 PORTABLE CONVEYOR | N/A |
| 57 | N/A | CUSTOM BUILT | 30 X 50 PORTABLE CONVEYOR | N/A |
| 58 | N/A | CUSTOM BUILT | 36 X 25 PORTABLE CONVEYOR | N/A |
| 59 | N/A | CUSTOM BUILT | 36 X 100 PORTABLE CONVEYOR | N/A |
| 60 | N/A | MORSKY | 36 X 60 PORTABLE CONVEYOR | N/A |
| 61 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | N/A |
| 62 | N/A | CUSTOM BUILT | 30 X 75 PORTABLE CONVEYOR | HR041907-4 |
| 63 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | 29-1238 |
| 64 | N/A | | 20' STORAGE CONTAINER | PCIU3359078 |
| 65 | N/A | INGERSOLL RAND | 25 KW PORTABLE LIGHT TOWER | N/A |
| 66 | 2005 | CATERPILLAR | 3406 DIESEL ENGINE & 320 KW | 1DZ09925/C6B00716 |
| 67 | N/A | CEDARAPIDS - JCI CONE CRUSHER | 54" ROLLERCONE 2 CONE CRUSHER | Q |
| 68 | 1979 | CAN CAR T/A | 45' CONTRON VAN W/CUMMINS 200KW | 3723991002-11639414 |
| 69 | N/A | INGERSOLL RAND | 25 KW PORTABLE LIGHT TOWER | N/A |
| 70 | 1995 | GATOR | 32 X 42 JAW CRUSHER FEEDER | GATOR-8010-01 |
| 71 | 1986 | CEDARAPIDS | 54" CLASSIC CONE CRUSHER PLANT | 0105-2310385 |
| 72 | 1989 | KOHLBERG | 36 X 125 STACKING CONVEYOR | 89-133-70569 |
| 73 | N/A | CLEMRO | PORTABLE BELT FEEDER | N/A |
| 74 | 2012 | KOHLBERG PIONEER 1 | 36X60 PORTABLE CONVEYOR | 411697 |
| 75 | 2012 | KOHLBERG PIONEER 1 | 36X60 PORTABLE CONVEYOR | 411701 |
| 76 | 2010 | KOHLBERG PIONEER 1 | 36X60 PORTABLE CONVEYOR | 410281 |
| 74 | N/A | TELESMITH | 3 X 7 VIBRATING GRIZZLY PLANT | 353M163 (3077) |
| 75 | N/A | BARBER GREENE | PORTABLE BELT FEEDER | N/A |
| 76 | N/A | MORMAK | 36X60 PORTABLE CONVEYOR | 1490421400 |



Saskatchewan Personal Property Registry Search Result

| | | | | |
|----|------|--------------|--------------------------------|-------------------|
| 77 | 2013 | ATCO | 12 X 60 PORTABLE OFFICE UNIT | 260132513 |
| 78 | 1979 | ALCO | 14X68 MOBILE HOME | J64443TT3 |
| 79 | N/A | CUSTOM | 27" STORAGE | 2H8R02815F8037503 |
| 80 | N/A | RAMSEY | 6 CUBIC YARD DREDGE | 62 |
| 81 | N/A | RAMSEY | 8 CUBIC YARD DREDGE | 59 |
| 82 | NA | KOHLBERG | 1336-70 - 75 FT CONVEYOR | 596 |
| 83 | N/A | CATERPILLAR | 3406 250 KW GENERATOR | 5GA01424 |
| 84 | N/A | CATERPILLAR | 51" RIPPER (YELLOW) | 8AW01603 |
| 85 | N/A | MILLER | PORTABLE 250NT GASOLINE WELDER | LC431936 |
| 86 | N/A | CUSTOM | LATTICE 30X65 | LTC03980013 |
| 87 | N/A | CUSTOM BUILT | 24X30 CONVEYOR | M12080405 |

History - Setup

Registration Type: Commercial Lien
Registration Date: 31-Jul-2020 14:57:57

Registration #: 302063833
Transaction #: 1
Expiry Date: 31-Jul-2025

Event Type: Setup
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|----------------------|-----------------|-------------------------|
| Party ID: | 152330264-1 | Address: | 500 - 616 Main Street |
| Entity Type: | Business | | Saskatoon, Saskatchewan |
| Name: | McDougall Gauley LLP | | S7H0J6 Canada |

Secured Party

| | | | |
|---------------------|--------------------|-----------------|----------------------|
| Item #: | 1 | Address: | PO Box 4 |
| Party ID: | 153482961-1 | | Lajord, Saskatchewan |
| Entity Type: | Business | | S0G2V0 Canada |
| Name: | KF Aggregates Inc. | | |

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|----------------------|
| Item #: | 1 | Address: | 3132 Avonhurst Dr |
| Party ID: | 153504282-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4R3J7 Canada |
| Name: | Croft Aggregates Limited | | |

Serial Property

| | | | |
|---------------------|-------------------|-------------------|-------------------|
| Item #: | 1 | Year: | 2005 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0980HLIM500680 | Model: | 980H WHEEL LOADER |
| Override: | Yes | Color: | |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|--------------------------------|
| Item #: | 2 | Year: | 2001 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | 4WW00588 | Model: | 972G WHEEL LOADER |
| Override: | Yes | Color: | |
| Item #: | 3 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | LYKAL |
| Serial #: | LSW125607150694 | Model: | 12X56 DOUBLE END WELLSITE |
| Override: | Yes | Color: | |
| Item #: | 4 | Year: | 1978 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | 74X387 | Model: | V80D FORKLIFT |
| Override: | Yes | Color: | |
| Item #: | 5 | Year: | 1993 |
| Serial Type: | Trailer | Make/Desc: | HAMM'S |
| Serial #: | 2G9TCNR25P1011066 | Model: | TANDEM TANK PUP TRAILER |
| Override: | No | Color: | |
| Item #: | 6 | Year: | 1979 |
| Serial Type: | Motor Vehicle | Make/Desc: | FRUEHAUF S/A 28' |
| Serial #: | DXR472802 | Model: | CONTROL VAN W/ CONSOLE |
| Override: | Yes | Color: | |
| Item #: | 7 | Year: | 1997 |
| Serial Type: | Motor Vehicle | Make/Desc: | DORSEY T/A 48' |
| Serial #: | 1DTV61721VA251455 | Model: | POWER VAN W/ 3412 - CAT 545 KW |
| Override: | Yes | Color: | |
| Item #: | 8 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | UTILITY T/A 48' |
| Serial #: | 1UYVS2484LT316114 | Model: | CONTROL VAN W/3406-CAT 320 KW |
| Override: | Yes | Color: | |
| Item #: | 9 | Year: | 2010 |
| Serial Type: | Motor Vehicle | Make/Desc: | TOLEDO |
| Serial #: | S1208 | Model: | 11 X 90 WESTERN M2000A SCALE |
| Override: | Yes | Color: | |
| Item #: | 10 | Year: | 2009 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0336DHW3K00265 | Model: | 336DL HYDRAULIC EXCAVATOR |
| Override: | Yes | Color: | |
| Item #: | 11 | Year: | 2004 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | OLY00000LNPF03604 | Model: | 3054 DIESEL ENGINE & 40 KW |
| Override: | Yes | Color: | |
| Item #: | 12 | Year: | 2007 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR GODWIN |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|-----------------------------|
| Serial #: | 16MPF06186D046280 | Model: | CD150M PORTABLE PUMP |
| Override: | No | Color: | |
| Item #: | 13 | Year: | 1984 |
| Serial Type: | Motor Vehicle | Make/Desc: | THUNDERBIRD |
| Serial #: | Y9038 | Model: | TY - 90 TOWER YARDER |
| Override: | Yes | Color: | |
| Item #: | 14 | Year: | 1983 |
| Serial Type: | Motor Vehicle | Make/Desc: | MADILL |
| Serial #: | 60110 | Model: | C110T SWING YARDER |
| Override: | Yes | Color: | |
| Item #: | 15 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | SPAULDING |
| Serial #: | 5163W24605 | Model: | PORTABLE 6X20 SCREEN PLANT |
| Override: | Yes | Color: | |
| Item #: | 16 | Year: | 2004 |
| Serial Type: | Motor Vehicle | Make/Desc: | FORD |
| Serial #: | 1FTPX14524NB34426 | Model: | F150 (149KM) |
| Override: | Yes | Color: | |
| Item #: | 17 | Year: | 1976 |
| Serial Type: | Motor Vehicle | Make/Desc: | LINK BELT |
| Serial #: | 31G6448B | Model: | 7400 HYDRAULIC EXCAVATOR |
| Override: | Yes | Color: | |
| Item #: | 18 | Year: | 1989 |
| Serial Type: | Motor Vehicle | Make/Desc: | COMET S/A 28' |
| Serial #: | 2WWCD09A5KR000017 | Model: | VAN W/CUMMINS 100KW |
| Override: | Yes | Color: | |
| Item #: | 19 | Year: | 2009 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0980HKJMS05192 | Model: | 980H WHEEL LOADER |
| Override: | Yes | Color: | |
| Item #: | 20 | Year: | 2011 |
| Serial Type: | Motor Vehicle | Make/Desc: | GMC (DIESEL) |
| Serial #: | 1GT121C89BF102421 | Model: | 2500 CREWCAB PICKUP |
| Override: | Yes | Color: | |
| Item #: | 21 | Year: | 2015 |
| Serial Type: | Motor Vehicle | Make/Desc: | GMC DIESEL |
| Serial #: | 1GT120E80FF110369 | Model: | CREWCAB PICKUP (220KM) |
| Override: | No | Color: | |
| Item #: | 22 | Year: | 1983 |
| Serial Type: | Motor Vehicle | Make/Desc: | POLAR AMERICAN 42' |
| Serial #: | 1PMR04325D3036844 | Model: | CONTROL VAN W/TOWER-CONSOLE |
| Override: | No | Color: | |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|-------------------------------|
| Item #: | 23 | Year: | 1994 |
| Serial Type: | Motor Vehicle | Make/Desc: | UTILITY T/A 48' |
| Serial #: | 1UYVS2488RM261301 | Model: | CONTROL VAN W/C-18-CAT 550 KW |
| Override: | No | Color: | |
| Item #: | 24 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT0966HLA6D00149 | Model: | 966H WHEEL LOADER |
| Override: | Yes | Color: | |
| Item #: | 25 | Year: | 2005 |
| Serial Type: | Trailer | Make/Desc: | FAB-TEC |
| Serial #: | 5163W24605 | Model: | 5 X 16 WET SCREEN PLANT |
| Override: | No | Color: | |
| Item #: | 26 | Year: | 2007 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT00730VB1M01215 | Model: | 730 ARTICULATED DUMP TRUCK |
| Override: | Yes | Color: | |
| Item #: | 27 | Year: | 2007 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT00730AB1M01216 | Model: | 730 ARTICULATED DUMP TRUCK |
| Override: | Yes | Color: | |
| Item #: | 28 | Year: | 2003 |
| Serial Type: | Motor Vehicle | Make/Desc: | CATERPILLAR |
| Serial #: | CAT00D8RE6YZ01450 | Model: | D8R II CRAWLER TRACTOR |
| Override: | Yes | Color: | |
| Item #: | 29 | Year: | 2004 |
| Serial Type: | Trailer | Make/Desc: | MASABA |
| Serial #: | M2319 | Model: | 36 X 100 STACKING CONVEYOR |
| Override: | No | Color: | |
| Item #: | 30 | Year: | |
| Serial Type: | Trailer | Make/Desc: | CEDARAPIDS |
| Serial #: | 0F527 | Model: | PORTABLE BELT FEEDER |
| Override: | No | Color: | |
| Item #: | 31 | Year: | |
| Serial Type: | Trailer | Make/Desc: | CEDARAPIDS |
| Serial #: | 562303DB | Model: | PORTABLE TWIN 6X20 SCREEN |
| Override: | No | Color: | |
| Item #: | 32 | Year: | |
| Serial Type: | Trailer | Make/Desc: | EL-RUSS |
| Serial #: | G131 | Model: | 36 X 115 STACKING CONVEYOR |
| Override: | No | Color: | |
| Item #: | 33 | Year: | |



Saskatchewan Personal Property Registry Search Result

| | |
|---|---|
| <p>Serial Type: Trailer Serial #: 64013367 Override: No</p> <p>Item #: 34 Serial Type: Trailer Serial #: 64113367 Override: No</p> <p>Item #: 35 Serial Type: Trailer Serial #: 63913367 Override: No</p> <p>Item #: 36 Serial Type: Trailer Serial #: 63813367 Override: No</p> <p>Item #: 37 Serial Type: Motor Vehicle Serial #: F1L0105 Override: Yes</p> <p>Item #: 38 Serial Type: Trailer Serial #: 11313 Override: No</p> | <p>Make/Desc: KOHLBERG Model: 1300 - 75 FT CONVEYOR Color:</p> <p>Year: Make/Desc: KOHLBERG Model: 1300 - 75FT CONVEYOR Color:</p> <p>Year: Make/Desc: KOHLBERG Model: 1300 - 75FT CONVEYOR Color:</p> <p>Year: Make/Desc: KOHLBERG Model: 1300 - 75 FT CONVEYOR Color:</p> <p>Year: Make/Desc: CLEMRO Model: PORTABLE 5X18 SCREEN PLANT Color:</p> <p>Year: Make/Desc: CEDARAPIDS Model: 36 X 24 WASH SCREW Color:</p> |
|---|---|

General Property

| Item # | Year | Make | Model | Serial # |
|--------|------|----------------|-----------------------------|-------------------|
| 54 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | N/A |
| 55 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | N/A |
| 56 | N/A | CUSTOM BUILT | 30 X 75 PORTABLE CONVEYOR | N/A |
| 57 | N/A | CUSTOM BUILT | 30 X 50 PORTABLE CONVEYOR | N/A |
| 58 | N/A | CUSTOM BUILT | 36 X 25 PORTABLE CONVEYOR | N/A |
| 59 | N/A | CUSTOM BUILT | 36 X 100 PORTABLE CONVEYOR | N/A |
| 60 | N/A | MORSKY | 36 X 60 PORTABLE CONVEYOR | N/A |
| 61 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | N/A |
| 62 | N/A | CUSTOM BUILT | 30 X 75 PORTABLE CONVEYOR | HR041907-4 |
| 63 | N/A | CUSTOM BUILT | 36 X 75 PORTABLE CONVEYOR | 29-1238 |
| 64 | N/A | | 20' STORAGE CONTAINER | PCIU3359078 |
| 65 | N/A | INGERSOLL RAND | 25 KW PORTABLE LIGHT TOWER | N/A |
| 66 | 2005 | CATERPILLAR | 3406 DIESEL ENGINE & 320 KW | 1DZ09925/C6B00716 |



Saskatchewan Personal Property Registry Search Result

| | | | |
|----|------|--|---------------------|
| 67 | N/A | CEDARAPIDS – 54" ROLLERCONE 2 CONE CRUSHER JCI CONE CRUSHER | Q |
| 68 | 1979 | CAN CAR T/A 45' CONTRON VAN W/CUMMINS 200KW | 3723991002-11639414 |
| 69 | N/A | INGERSOLL RAND 25 KW PORTABLE LIGHT TOWER | N/A |
| 70 | 1995 | GATOR 32 X 42 JAW CRUSHER FEEDER | GATOR-8010-01 |
| 71 | 1986 | CEDARAPIDS 54" CLASSIC CONE CRUSHER PLANT | 0105-2310385 |
| 72 | 1989 | KOHLBERG 36 X 125 STACKING CONVEYOR | 89-133-70569 |
| 73 | N/A | CLEMRO PORTABLE BELT FEEDER | N/A |
| 74 | 2012 | KOHLBERG PIONEER 1 36X60 PORTABLE CONVEYOR | 411697 |
| 75 | 2012 | KOHLBERG PIONEER 1 36X60 PORTABLE CONVEYOR | 411701 |
| 76 | 2010 | KOHLBERG PIONEER 1 36X60 PORTABLE CONVEYOR | 410281 |
| 74 | N/A | TELESMITH 3 X 7 VIBRATING GRIZZLY PLANT | 353M163 (3077) |
| 75 | N/A | BARBER GREENE PORTABLE BELT FEEDER | N/A |
| 76 | N/A | MORMAK 36X60 PORTABLE CONVEYOR | 1490421400 |
| 77 | 2013 | ATCO 12 X 60 PORTABLE OFFICE UNIT | 260132513 |
| 78 | 1979 | ALCO 14X68 MOBILE HOME | J64443TT3 |
| 79 | N/A | CUSTOM 27" STORAGE | 2H8R02815F8037503 |
| 80 | N/A | RAMSEY 6 CUBIC YARD DREDGE | 62 |
| 81 | N/A | RAMSEY 8 CUBIC YARD DREDGE | 59 |
| 82 | NA | KOHLBERG 1336-70 - 75 FT CONVEYOR | 596 |
| 83 | N/A | CATERPILLAR 3406 250 KW GENERATOR | 5GA01424 |
| 84 | N/A | CATERPILLAR 51" RIPPER (YELLOW) | 8AW01603 |
| 85 | N/A | MILLER PORTABLE 250NT GASOLINE WELDER | LC431936 |
| 86 | N/A | CUSTOM LATTICE 30X65 | LTC03980013 |
| 87 | N/A | CUSTOM BUILT 24X30 CONVEYOR | M12080405 |

History - Amendment

Amendment Date: 05-Aug-2020 15:50:33

Registration #: 302063833

Transaction #: 2

Expiry Date: 31-Jul-2023

Event Type: Amendment

Transaction Reason: Regular

Life Time: Life Time Amended



Saskatchewan Personal Property Registry Search Result

Registrant

| | | | |
|---------------------|----------------------|-----------------|-------------------------|
| Party ID: | 152330264-1 | Address: | 500 - 616 Main Street |
| Entity Type: | Business | | Saskatoon, Saskatchewan |
| Name: | McDougall Gauley LLP | | S7H0J6 |
| | | | Canada |

History - Amendment

Amendment Date: 26-May-2023 10:52:52

Registration #: 302063833

Transaction #: 3

Expiry Date: 31-Jul-2024

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

| | | | |
|---------------------|----------------------|-----------------|-------------------------|
| Party ID: | 152330264-1 | Address: | 500 - 616 Main Street |
| Entity Type: | Business | | Saskatoon, Saskatchewan |
| Name: | McDougall Gauley LLP | | S7H0J6 |
| | | | Canada |

History - Amendment

Amendment Date: 18-Jul-2023 10:04:53

Registration #: 302063833

Transaction #: 4

Expiry Date: 31-Jul-2026

Event Type: Amendment
Transaction Reason: Regular

Life Time: Life Time Amended

Registrant

| | | | |
|---------------------|----------------------|-----------------|-------------------------|
| Party ID: | 152330264-1 | Address: | 500 - 616 Main Street |
| Entity Type: | Business | | Saskatoon, Saskatchewan |
| Name: | McDougall Gauley LLP | | S7H0J6 |
| | | | Canada |



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Enforcement Charge - Provincial Judgment
Registration Date: 10-Jun-2021 15:58:05
Judgment Date: 11-May-2021

Registration #: 302177579
Expiry Date: 11-May-2031

Event Type: Setup
Transaction Reason: Regular

Notations

Court #: QBG No. 2082 of 2020
Judicial Centre: Regina
Amount: \$93,497.87

Registrant

| | | | |
|---------------------|----------------------|-----------------|---------------------------|
| Party ID: | 150242056-1 | Address: | 1400-2500 VICTORIA AVENUE |
| Entity Type: | Business | | REGINA, Saskatchewan |
| Name: | KANUKA THURINGER LLP | | S4P3X2 Canada |

Creditor

| | | | |
|---------------------|---------------------------|-----------------|---|
| Item #: | 1 | Address: | c/o Kanuka Thuringer LLP, 1400 - 2500 Victoria Avenue |
| Party ID: | 153704648-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4P3X2 |
| Name: | Prairie Ag Petroleum Ltd. | | Canada |

Debtor

| | | | |
|---------------------|--------------------------|-----------------|-----------------------|
| * Item #: | 1 | Address: | 3132 Avonhurst Drive |
| Party ID: | 152325144-1 | | Regina, Saskatchewan |
| Entity Type: | Business | | S4R3J7 |
| Name: | Croft Aggregates Limited | | Canada |
| Item #: | 2 | Address: | PO Box 445 |
| Party ID: | 153704649-1 | | Lumsden, Saskatchewan |
| Entity Type: | Person | | S0G3C0 |
| Name: | Crofts, Douglas Wayne | | Canada |
| Item #: | 3 | Address: | Box 445 |
| Party ID: | 153704650-1 | | Lumsden, Saskatchewan |
| Entity Type: | Person | | S0G3C0 |
| Name: | Crofts, Sandra Gail | | Canada |

General Property

All of the personal property and lands of the debtor within Saskatchewan.



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Enforcement Charge - Provincial Judgment
Registration Date: 02-Dec-2021 16:05:18
Judgment Date: 26-Nov-2021

Registration #: 302238019
Expiry Date: 26-Nov-2031

Event Type: Setup
Transaction Reason: Regular

Notations

Court #: 2551
Judicial Centre: Regina
Amount: \$5,160.52

Registrant

| | | | |
|--------------|---|----------|--------------------|
| Party ID: | 150007761-1 | Address: | 2350 ALBERT STREET |
| Entity Type: | Business | | REGINA, SK |
| Name: | SASKATCHEWAN FINANCE - REVENUE DIVISION | | S4P4A6 Canada |

Creditor

| | | | |
|--------------|---|----------|--------------------|
| Item #: | 1 | Address: | 2350 ALBERT STREET |
| Party ID: | 150007761-1 | | REGINA, SK |
| Entity Type: | Business | | S4P4A6 Canada |
| Name: | SASKATCHEWAN FINANCE - REVENUE DIVISION | | |

Debtor

| | | | |
|--------------|--------------------------|----------|---------------------------|
| * Item #: | 1 | Address: | PO Box 727 |
| Party ID: | 153208439-1 | | Pilot Butte, Saskatchewan |
| Entity Type: | Business | | S0G3Z0 Canada |
| Name: | Croft Aggregates Limited | | |

General Property

All of the personal property and lands of the debtor within Saskatchewan.



**Saskatchewan
Personal Property Registry
Search Result**

Current - Exact

Registration Type: Commercial Lien
Registration Date: 02-May-2023 13:28:47

Registration #: 302414830
Expiry Date: 02-May-2028

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|------------------|-----------------|----------------------|
| Party ID: | 152788807-1 | Address: | 5341 Gordon Road |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | JD Trucking Ltd. | | S4W0K6 Canada |

Secured Party

| | | | |
|---------------------|-----------------|-----------------|-----------------------------------|
| Item #: | 1 | Address: | 5341 GORDON ROAD |
| Party ID: | 154119413-1 | | REGINA, Saskatchewan |
| Entity Type: | Business | | S4W0K6 |
| Name: | JD TRUCKING LTD | | Canada |
| Item #: | 2 | Address: | 5341 GORDON ROAD REGINA SK S4W0K6 |
| Party ID: | 154129688-1 | | REGINA, Saskatchewan |
| Entity Type: | Person | | S4W0K6 |
| Name: | SINGH, JORAWAR | | Canada |

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|--------------------------------------|
| * Item #: | 1 | Address: | Range Road 2185 N |
| Party ID: | 154129686-1 | | RM of Edenwold No. 158, Saskatchewan |
| Entity Type: | Business | | S4L1C6 |
| Name: | CROFT AGGREGATES LIMITED | | Canada |
| Item #: | 2 | Address: | 185 7 Ave |
| Party ID: | 154129687-1 | | LUMSDEN, Saskatchewan |
| Entity Type: | Person | | S0G3C0 |
| Name: | CROFTS, Douglas Wayne | | Canada |
| Item #: | 3 | Address: | 185 7 Ave |
| Party ID: | 154129700-1 | | LUMSDEN, Saskatchewan |
| Entity Type: | Person | | S0G3C0 |
| Name: | CROFTS, SANDRA GAIL | | Canada |

General Property

all properties and equipment, vehicles, and personal property owned by Doug Crofts, Crofts, Sandra Gail and Croft Aggregates Limited are under a commercial lien \$59233.68 All of the personal property and lands of the debtor within Saskatchewan also house at 185 7th AVE LUMSDEN SK S0G3C0 are under commercial lien by JD TRUCKING LTD and JORAWAR SINGH

History - Setup

Registration Type: Commercial Lien
Registration Date: 02-May-2023 13:28:47

Registration #: 302414830
Transaction #: 1
Expiry Date: 02-May-2028



Saskatchewan Personal Property Registry Search Result

Event Type: Setup
Transaction Reason: Regular

Transaction Description: Hauled gravel and did not get paid \$59233.68 all properties and equipment, vehicles, and personal property owned by Doug Crofts, Crofts, Sandra Gail Croft Aggregates Limited All of the personal property and lands of the debtor within Saskatchewan.

Registrant

| | | | |
|---------------------|-----------------|-----------------|----------------------|
| Party ID: | 154119413-1 | Address: | 5341 GORDON ROAD |
| Entity Type: | Business | | REGINA, Saskatchewan |
| Name: | JD TRUCKING LTD | | S4W0K6 Canada |

Secured Party

| | | | |
|---------------------|-----------------|-----------------|----------------------|
| Item #: | 1 | Address: | 5341 GORDON ROAD |
| Party ID: | 154119413-1 | | REGINA, Saskatchewan |
| Entity Type: | Business | | S4W0K6 Canada |
| Name: | JD TRUCKING LTD | | |

| | | | |
|---------------------|----------------|-----------------|-----------------------------------|
| Item #: | 2 | Address: | 5341 GORDON ROAD REGINA SK S4W0K6 |
| Party ID: | 154129688-1 | | REGINA, Saskatchewan |
| Entity Type: | Person | | S4W0K6 Canada |
| Name: | SINGH, JORAWAR | | |

Debtor Party

| | | | |
|---------------------|--------------------------|-----------------|--------------------------------------|
| Item #: | 1 | Address: | Range Road 2185 N |
| Party ID: | 154129686-1 | | RM of Edenwold No. 158, Saskatchewan |
| Entity Type: | Business | | S4L1C6 Canada |
| Name: | CROFT AGGREGATES LIMITED | | |

| | | | |
|---------------------|-----------------------|-----------------|-----------------------|
| Item #: | 2 | Address: | 185 7 Ave |
| Party ID: | 154129687-1 | | LUMSDEN, Saskatchewan |
| Entity Type: | Person | | S0G3C0 Canada |
| Name: | CROFTS, Douglas Wayne | | |

General Property

all properties and equipment, vehicles, and personal property owned by Doug Crofts, Crofts, Sandra Gail and Croft Aggregates Limited are under a commercial lien \$59233.68 All of the personal property and lands of the debtor within Saskatchewan under commercial lien by JD TRUCKING LTD and JORAWAR SINGH

History - Amendment

Amendment Date: 02-May-2023 13:36:00

Registration #: 302414830

Transaction #: 2

Event Type: Amendment
Transaction Reason: Regular

Registrant

| | | | |
|---------------------|------------------|-----------------|----------------------|
| Party ID: | 152788807-1 | Address: | 5341 Gordon Road |
| Entity Type: | Business | | Regina, Saskatchewan |
| Name: | JD Trucking Ltd. | | S4W0K6 Canada |



**Saskatchewan
Personal Property Registry
Search Result**

Debtor Party

| | | | |
|---------------------|---------------------|-----------------|-----------------------|
| Action: | Add | Address: | 185 7 Ave |
| Item #: | 3 | | |
| Party ID: | 154129700-1 | | LUMSDEN, Saskatchewan |
| Entity Type: | Person | | S0G3C0 |
| Name: | CROFTS, SANDRA GAIL | | Canada |

General Property

all properties and equipment, vehicles, and personal property owned by Doug Crofts, Crofts, Sandra Gail and Croft Aggregates Limited are under a commercial lien \$59233.68 All of the personal property and lands of the debtor within Saskatchewan also house at 185 7th AVE LUMSDEN SK S0G3C0 are under commercial lien by JD TRUCKING LTD and JORAWAR SINGH



Saskatchewan Personal Property Registry Search Result

Current - Exact

Registration Type: Commercial Lien
Registration Date: 28-Jul-2023 13:51:16

Registration #: 302448137
Expiry Date: 27-Jul-2026

Event Type: Setup
Transaction Reason: Regular

Registrant

| | |
|-----------------------------------|---------------------------------------|
| Party ID: 152330264-1 | Address: 500 - 616 Main Street |
| Entity Type: Business | Saskatoon, Saskatchewan |
| Name: McDougall Gauley LLP | S7H0J6 Canada |

Secured Party

| | |
|---------------------------------|--------------------------|
| Item #: 1 | Address: PO Box 4 |
| Party ID: 153482961-1 | Lajord, Saskatchewan |
| Entity Type: Business | S0G2V0 |
| Name: KF Aggregates Inc. | Canada |

Debtor Party

| | |
|---------------------------------------|-----------------------------------|
| * Item #: 1 | Address: 3132 Avonhurst Dr |
| Party ID: 153504282-1 | Regina, Saskatchewan |
| Entity Type: Business | S4R3J7 |
| Name: Croft Aggregates Limited | Canada |

Serial Property

| | |
|-------------------------------------|--|
| Item #: 1 | Year: 1998 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Loader |
| Serial #: 22Z04248 | Model: 950E |
| Override: Yes | Color: |
| Item #: 2 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Gator Portable Jaw Crusher |
| Serial #: GATOR801001 | Model: PE3242 |
| Override: Yes | Color: |
| Item #: 3 | Year: 2009 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Wheel Loader |
| Serial #: 980HKJMS05192 | Model: 980H |
| Override: Yes | Color: |
| Item #: 4 | Year: 2003 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Track Type Tractor |
| Serial #: CAT00D8RE64Z01450 | Model: D8R11 |
| Override: Yes | Color: |
| Item #: 5 | Year: 2009 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Excacator |
| Serial #: CAT00336DHW3K00265 | Model: 336DL |
| Override: Yes | Color: |



Saskatchewan Personal Property Registry Search Result

| | | | |
|---------------------|-------------------|-------------------|---|
| Item #: | 6 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar Wheel Loader |
| Serial #: | CAT996HLA6D00149 | Model: | 980H |
| Override: | Yes | Color: | |
| Item #: | 7 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar Wheel Loader |
| Serial #: | CAT0980HLJM500680 | Model: | 980H |
| Override: | Yes | Color: | |
| Item #: | 8 | Year: | 1984 |
| Serial Type: | Motor Vehicle | Make/Desc: | Thunderbird Yarder |
| Serial #: | Y9038 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 9 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | M2090 Stackable w/ legs 30x60 |
| Serial #: | 36601490421400 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 10 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar Articulating Truck |
| Serial #: | BIM01215 | Model: | 730 |
| Override: | Yes | Color: | |
| Item #: | 11 | Year: | 2006 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar Articulating Truck |
| Serial #: | BIM01216 | Model: | 730 |
| Override: | Yes | Color: | |
| Item #: | 12 | Year: | 2010 |
| Serial Type: | Motor Vehicle | Make/Desc: | Multiquip Diesel Generator |
| Serial #: | 8202007 | Model: | DCA45US12C |
| Override: | Yes | Color: | |
| Item #: | 13 | Year: | 2013 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar 51" Ripper |
| Serial #: | 08AW01603 | Model: | |
| Override: | Yes | Color: | |
| Item #: | 14 | Year: | 1983 |
| Serial Type: | Motor Vehicle | Make/Desc: | Madill Wing Yarder |
| Serial #: | 60110 | Model: | C110T |
| Override: | Yes | Color: | |
| Item #: | 15 | Year: | 1983 |
| Serial Type: | Motor Vehicle | Make/Desc: | Polar American T/A 42" Control Van w/ Tower Console |
| Serial #: | 1PMR04325D3036844 | Model: | |
| Override: | No | Color: | |
| Item #: | 16 | Year: | 2001 |
| Serial Type: | Motor Vehicle | Make/Desc: | Caterpillar Wheel Loader |



Saskatchewan Personal Property Registry Search Result

| | |
|------------------------------------|---|
| Serial #: 4WW00588 | Model: 972G |
| Override: Yes | Color: |
| Item #: 17 | Year: 1994 |
| Serial Type: Motor Vehicle | Make/Desc: Lykal 12 x 56 Double End Well Site |
| Serial #: LSW125607150694 | Model: |
| Override: Yes | Color: |
| Item #: 18 | Year: 1978 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Forklift |
| Serial #: 74X387 | Model: V80D |
| Override: Yes | Color: |
| Item #: 19 | Year: 1993 |
| Serial Type: Motor Vehicle | Make/Desc: Hamm's Tandem Tank Pup Trailer |
| Serial #: 2G9TCNR25P1011066 | Model: |
| Override: Yes | Color: |
| Item #: 20 | Year: 2005 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Diesel Engine and 320 KW |
| Serial #: 1DZ09925 | Model: 3406 |
| Override: Yes | Color: |
| Item #: 21 | Year: 1979 |
| Serial Type: Motor Vehicle | Make/Desc: Fruehauf S/A 28' Control Van w/ Console |
| Serial #: DXR472802 | Model: |
| Override: Yes | Color: |
| Item #: 22 | Year: 1997 |
| Serial Type: Motor Vehicle | Make/Desc: Dorsey T/A 48' Power Van w/ 3412-Cat 545KW |
| Serial #: 1DTV61721VA251455 | Model: |
| Override: Yes | Color: |
| Item #: 23 | Year: 1994 |
| Serial Type: Motor Vehicle | Make/Desc: Utility T/A 45' Control Van w/ 3406-Cat 320KW |
| Serial #: 1UYVS2484LT316114 | Model: |
| Override: No | Color: |
| Item #: 24 | Year: 2004 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Diesel Engine and 40 KW |
| Serial #: OLY00000LNPF03604 | Model: |
| Override: Yes | Color: |
| Item #: 25 | Year: 2007 |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar Godwin Portable Pump |
| Serial #: 16MPF06186D046280 | Model: CD150M |
| Override: Yes | Color: |
| Item #: 26 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Kolberg 1336-70 - 75 ft Conveyor |
| Serial #: 596 | Model: |
| Override: Yes | Color: |



Saskatchewan Personal Property Registry Search Result

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| Item #: 27 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Caterpillar 250KW Generator |
| Serial #: 5GA01424 | Model: 3406 |
| Override: Yes | Color: |
| Item #: 28 | Year: 1994 |
| Serial Type: Motor Vehicle | Make/Desc: Spaulding Portable 6x20 Screen Plant |
| Serial #: 5163W24605 | Model: |
| Override: Yes | Color: |
| Item #: 29 | Year: 2004 |
| Serial Type: Motor Vehicle | Make/Desc: Ford |
| Serial #: 1FTPX14524NB34426 | Model: F150 |
| Override: Yes | Color: |
| Item #: 30 | Year: 1989 |
| Serial Type: Motor Vehicle | Make/Desc: Comet S/A 28' Van w/Cummins 100KW |
| Serial #: 2WWCD09A5KR000017 | Model: |
| Override: Yes | Color: |
| Item #: 31 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Cedarapids Portable Belt Feeder |
| Serial #: 0F527 | Model: |
| Override: Yes | Color: |
| Item #: 32 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Cedarapids Portable Twin 6 X 20 Screen |
| Serial #: 562303DB | Model: |
| Override: Yes | Color: |
| Item #: 33 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: El-Russ 36 X115 Stacking Conveyor |
| Serial #: G131 | Model: |
| Override: Yes | Color: |
| Item #: 34 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Kolberg 1300 - 75 ft Conveyor |
| Serial #: 64013367 | Model: |
| Override: Yes | Color: |
| Item #: 35 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Kolberg 1300 - 75 ft Conveyor |
| Serial #: 64113367 | Model: |
| Override: Yes | Color: |
| Item #: 36 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Kolberg 1300 - 75 ft Conveyor |
| Serial #: 63913367 | Model: |
| Override: Yes | Color: |
| Item #: 37 | Year: |



Saskatchewan Personal Property Registry Search Result

| | |
|------------------------------------|--|
| Serial Type: Motor Vehicle | Make/Desc: Kolberg 1300 – 75 ft Conveyor |
| Serial #: 63813367 | Model: |
| Override: Yes | Color: |
| Item #: 38 | Year: 2011 |
| Serial Type: Motor Vehicle | Make/Desc: GMC (diesel) Crewcab Pickup |
| Serial #: 1GT121C89BF102421 | Model: 2500 |
| Override: No | Color: |
| Item #: 39 | Year: 2015 |
| Serial Type: Motor Vehicle | Make/Desc: GMC Diesel Crewcab Pickup |
| Serial #: 1GT120E80FF110369 | Model: |
| Override: Yes | Color: |
| Item #: 40 | Year: 1994 |
| Serial Type: Motor Vehicle | Make/Desc: Utility T/A 48' Control Van w/C-18-Cat 550KW |
| Serial #: 1UYVS2488RM261301 | Model: |
| Override: Yes | Color: |
| Item #: 41 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Miller Portable 250NT Gasoline Welder |
| Serial #: LC431936 | Model: |
| Override: Yes | Color: |
| Item #: 42 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Clemro Portable 5 X 18 Screen Plant |
| Serial #: FIL0105 | Model: |
| Override: Yes | Color: |
| Item #: 43 | Year: 2012 |
| Serial Type: Motor Vehicle | Make/Desc: Kohlberg Pioneer I 36 X 60 Portable Conveyor |
| Serial #: 411697 | Model: |
| Override: Yes | Color: |
| Item #: 44 | Year: 2012 |
| Serial Type: Motor Vehicle | Make/Desc: Kohlberg Pioneer I 36 X 60 Portable Conveyor |
| Serial #: 411701 | Model: |
| Override: Yes | Color: |
| Item #: 45 | Year: 2010 |
| Serial Type: Motor Vehicle | Make/Desc: Kohlberg Pioneer I 36 X 60 Portable Conveyor |
| Serial #: 410281 | Model: |
| Override: Yes | Color: |
| Item #: 46 | Year: 2005 |
| Serial Type: Motor Vehicle | Make/Desc: Fab-Tec 5 X 16 Wet Screen Plant |
| Serial #: 5163W24605 | Model: |
| Override: Yes | Color: |
| Item #: 47 | Year: |
| Serial Type: Motor Vehicle | Make/Desc: Custom built 24 X 30 Conveyor |
| Serial #: M12080405 | Model: |



Saskatchewan
Personal Property Registry
Search Result


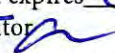
| | | | |
|--------------|---------------|------------|-------------------------------|
| Override: | Yes | Color: | |
| Item #: | 48 | Year: | |
| Serial Type: | Motor Vehicle | Make/Desc: | Cedarapids 36 X 24 Wash Screw |
| Serial #: | 11313 | Model: | |
| Override: | Yes | Color: | |

General Property

JCI 1400LS Cone Crusher w/conveyor M2187
2004 Masaba M2319 30x110 Top Fold Conveyor
Custom built 36 X 75 Portable Conveyor
Custom built 36 X 75 Portable Conveyor
Custom built 30 X 75 Portable Conveyor
Custom built 30 X 50 Portable Conveyor
Custom built 36 X 25 Conveyor
Custom built 36 X 100 Portable Conveyor
Morsky 36 X 60 Portable Conveyor
Custom built 36 X 75 Portable Conveyor
Ingersoll Rand 25 KW Portable Light Tower
Ingersoll Rand 25 KW Portable Light
Clemro Portable Belt Feeder Tower
Barber Greene Portable Belt Feeder
Custom built 30 X 75 Portable Conveyor s/n HR041907-4
Custom built 36 X 75 Portable Conveyor s/n 29-1238
20' Storage Container s/n PCIU3359078
Custom 27" Storage s/n 2H8R02815F8037503
Ramsey 6 Cubic Yard Dredge Bucket s/n 62
Ramsey 8 Cubic Yard Dredge Bucket s/n 59
1986 Cedarapids 54" Classic Cone Crusher Plant s/n 0105-2310385
1989 Kolberg 36 X125 Stacking Conveyor s/n 89-133-70569
Telesmith 3 x7 Vibrating Grizzly Plant s/n 353M163 (3077)
Custom Lattice 30 x 65 s/n LTC03980013

End of Search Result

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023.


A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
Or Being a Solicitor 



INTERCREDITOR AGREEMENT

THIS AGREEMENT DATED AUGUST 25, 2015.

BETWEEN:

BUSINESS DEVELOPMENT BANK OF CANADA, incorporated by Special Act of the Parliament of Canada, and having its head office at the City of Montreal, in the Province of Quebec, and having a business centre at 2220 - 12th Avenue, Suite 320, Regina, SK. S4P 0M8.

(hereinafter called "BDC")

OF THE FIRST PART

AND:

CONEXUS CREDIT UNION 2006
PO Box 1960 Stn Main
Regina, SK S4P 4M1

(hereinafter called the "Joint Lender")

OF THE SECOND PART

AND:

CROFT AGGREGATES LIMITED
Box 445 185-7th Avenue
Lumsden, SK S0G 3C0

(hereinafter called the "Borrower")

OF THE THIRD PART

AND:

DOUGLAS WAYNE CROFTS and SANDRA GAIL CROFTS
Box 444 185-7th Avenue
Lumsden, SK S0G 3C0

(hereinafter collectively called the "Other Debtors")

OF THE FOURTH PART

WHEREAS:

A. Pursuant to a Letter of Offer dated August 7, 2015, BDC has agreed to provide financing to the Borrower in an amount not exceeding \$2,125,000.00 (the "BDC Financing") the repayment of which is secured by:

1. A mortgage in the principal amount of \$2,125,000.00 registered against the following land:

Surface Parcel #111654884
Reference Land Description: NE Sec 06 Twp 18 Rge 18 W2 Extension 12
As described on Certificate of Title 94R17339, description 12

2. General Security Agreement from the Borrower providing a security interest in all present and after-acquired personal property of the Borrower, including a security interest in equipment listed on Schedule "A" attached hereto and the proceed thereof (the "Listed Equipment").
3. Joint and Several Guarantee of the Other Debtors for 25% of the BDC Financing outstanding from time to time.

(the "BDC Security").

B. Pursuant to an Offer of Financing dated July 23, 2015 the Joint Lender has agreed to provide financing to the Borrower in an amount not exceeding \$1,875,000.00 (the "Joint Lender Financing") the repayment of which is secured by:

1. A mortgage in the principal amount of \$1,875,000.00 registered against the following land:

Surface Parcel #111654884
Reference Land Description: NE Sec 06 Twp 18 Rge 18 W2 Extension 12
As described on Certificate of Title 94R17339, description 12

2. Assignment of Rents registered against the above land.
3. A general security agreement from the Borrower providing a security interest in all present and after acquired personal property of the Borrower.
4. Guarantee of the Other Debtors for the full amount of the Joint Lender Financing.

(the "Joint Lender Security").

C. The parties have agreed that their rights, interest and obligations under the BDC Security and the Joint Lender Security shall be governed by the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and of the mutual covenants hereinafter set forth and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. LOAN AMOUNTS

BDC represents that the BDC Financing is a non-revolving loan made by BDC to the Borrower, which when fully advanced shall not exceed the principal sum of \$2,125,000.00, together with interest thereon plus all accrued interest thereon from time to time and all costs, charges and expenses incurred by BDC in connection with the enforcement thereof.

The Joint Lender represents that the Joint Lender Financing is a non-revolving loan made by the Joint Lender to the Borrower, which when fully advanced shall not exceed the principal sum of \$1,875,000.00 together with interest thereon plus all accrued interest thereon from time to time and all costs, charges and expenses incurred by the Joint Lender in connection with the enforcement thereof.

The BDC Financing and the Joint Lender Financing shall not include any re-advances of principal and neither BDC nor the Joint Lender shall make any re-advance of principal without the consent of the other.

2. INTERESTS OF BDC AND JOINT LENDER

Other than the Listed Equipment, the interest and claims of the Lenders in the property of or against the Borrower or the Other Debtors pursuant to the BDC Security and the Joint Lender Security (together the "Security"), respectively, shall rank equally as if the same, and any security collateral or ancillary thereto, had been executed and registered at the same instant in time and the full amounts secured by the Security had been advanced contemporaneously by BDC and the Joint Lender, respectively. The ranking set forth herein applies only with respect to the repayment of the BDC Financing and the Joint Lender Financing.

Notwithstanding the above, the Joint Lender Security is hereby postponed and subordinated to the security constituted by the BDC Security with respect to the Listed Equipment, to the extent of the Borrower's indebtedness to BDC from time to time (not limited to the BDC Financing), together with all accrued interest thereon and all costs, charges and expenses incurred by BDC in connection therewith.

The priorities contained in this Agreement shall apply in all events and circumstances regardless of:

- (a) the date of execution, attachment, registration, or perfection of any security interest held by BDC or the Joint Lender;
- (b) the date of any advance or advances made to the Borrower by BDC or the Joint Lender;
- (c) the date of default by the Borrower under any of the Loans, the BDC Security or the Joint Lender Security or the dates of crystallization of any floating charges held by BDC or the Joint Lender; or
- (d) any priority granted by any principle of law or any statute, including the *Bank Act* (Canada), any personal property security, the Civil Code of Quebec or any like statute.

If any of the BDC Security or the Joint Lender Security is found to be unenforceable, invalid, unregistered or unperfected against any party other than the Lender herein by a court of competent jurisdiction and all appeals from any such finding have been heard and determined or the period for making any such appeal has expired without an appeal being made, the provisions of this Agreement shall not apply to such Security.

3. ALLOCATION OF PROCEEDS AND EXPENSES

The proceeds from any enforcement of the Security other than the proceeds of the Listed Equipment, or any liquidation of the property and assets charged by the Security, including the proceeds from any sale, transfer, expropriation or insurance claim (the "Proceeds"), shall be allocated and paid to Lenders, as follows:

- (a) to BDC, the outstanding balance of the BDC Financing including principal, interest, fees and costs to a maximum of 50.0% of the Proceeds; and
- (b) to the Joint Lender, the outstanding balance of the Joint Lender Financing including principal, interest, fees and costs to a maximum of 50.0% of the Proceeds.

(the "Lender Allocation")

All costs, charges and expenses, including Receiver's Costs, incurred by Lenders in enforcing the Security or protecting and preserving the property and assets charged thereby (the "Security Related Expenses"), shall be allocated and paid by the Lenders in accordance with the percentages specified in the Lender Allocation. The Security Related Expense shall be

paid or reimbursed prior to any disbursement of the Proceeds to the Lenders, and the Lenders shall forthwith after incurring or paying any Security Related Expenses make all adjustments or reimbursements between themselves as are necessary to result in the sharing of such expenses in accordance with this Clause 3.

Notwithstanding the generality of the foregoing, it is specifically understood and agreed between the Lenders that if either of BDC or the Joint Lender wish to expend monies to protect, preserve or repair the property and assets charged by the Security, they shall first seek the concurrence of the other Lender and if they are in agreement that the proposed expenditure be made the expenses associated with the expenditure shall be allocated and paid in accordance with this Clause 3. Other than costs associate with the enforcement of the Security, including Receiver's Costs, any expenditure made unilaterally by either BDC or the Joint Lender, without the consent of the other, shall be born solely by the Lender making payment and no such cost will be deducted from the Proceeds in priority to the payments made to the Lenders.

4. DISTRIBUTION OF PROCEEDS

Subject to applicable law, all Proceeds, other than Proceeds from the Listed Equipment, received by a Receiver, BDC or the Joint Lender, shall be allocated between the Lenders as described in Clause 3 above, and paid as follows:

- (a) firstly, in payment of all legal costs, Receiver's Costs, charges and expenses of and incidental to, and that may be properly deducted in connection with the enforcement of the Security;
- (b) secondly, in payment of any disbursements made by the Lenders to protect and preserve the property and assets charged by the Security, as adjusted in accordance with Clause 3 above;
- (c) thirdly, in full or partial payment of the principal sums, interest, arrears of interest and fees owing under the BDC Financing or the Joint Lender Financing, as secured by the Security, and as limited by the Lender Allocation;
- (d) fourthly, to either BDC or the Joint Lender, as the case may be, in payment of any portion of the BDC Financing or the Joint Lender Financing that remains outstanding after the other lender has been paid in full or received the maximum amount recoverable under the Lender Allocation;
- (e) fifthly, to either BDC or the Joint Lender, as the case may be, in payment of any other indebtedness payable by the Borrower or the Other Debtors, such payments to be made in accordance with then existing priority agreements and registrations; and
- (f) sixthly, the balance, if any, to the Borrower or to the party next entitled thereto, or if there are competing claims to the knowledge of the Lenders, then payment may be made at the direction of a Court of competent jurisdiction.

BDC and the Joint Lender shall be at liberty to apply such monies in the manner provided in their respective Security.

5. DEFAULT AND REALIZATION

The Lenders acknowledge and agree that an Event of Default under the BDC Security shall constitute an Event of Default under the Joint Lender Security and an Event of Default under the Joint Lender Security shall constitute an Event of Default under the BDC Security.

Each of the Lenders shall give prompt written notice to the other of the occurrence of any of the following events upon becoming aware of them:

- (a) default by the Borrower in repayment; and
- (b) default by the Borrower of any other provision or covenant under its Loan or its Security, provided that no liability shall attach to a party failing to give the other party written notice of such default.

Either BDC or the Joint Lender may in its absolute discretion, but only after the expiration of 7 Banking Days following the date on which written notice is given to the other (an "Enforcement Notice"), make demand upon the Borrower, any Other Debtors or other person liable for repayment of the indebtedness of the Borrower secured by its Security aforesaid and may proceed to realize upon its Security or appoint a Receiver.

In the event that either BDC or the Joint Lender delivers an Enforcement Notice to the other in accordance with the preceding paragraph (the "Enforcing Lender") and the party receiving such notice does not desire to make demand upon the Borrower (the "Non-Enforcing Lender"), then the Non-Enforcing Lender shall have the option to acquire the Enforcing Lender's Loan and Security provided that written notice of such intention is delivered to the Enforcing Lender within 7 Banking Days following its receipt of the Enforcement Notice (a "Buy Out Notice").

In the event that a Buy Out Notice is given, the Enforcing Lender shall not make demand on the Borrower or any Other Debtors, without the consent of the Non-Enforcing Lender, and the Non-Enforcing Lender shall acquire the Enforcing Lender's Loan and Security, by paying to the Enforcing Lender all monies due and owing to the Enforcing Lender under the Enforcing Lender's Loan on the business day which is 30 days after the Buy Out Notice is given by the Non-Enforcing Lender. Such sale shall be on a without recourse basis and, except for a representation and warranty by the Enforcing Lender as to the balance due and owing under the Enforcing Lender's Loan, and the Enforcing Lender's good title to and power and authority to sell, transfer and assign its Loan and Security, there shall be no other representations or warranties given in connection with the sale.

In the Event that a Buy Out Notice is not given, the Lenders shall demand full payment of their Loans and fully cooperate to enforce the Security.

In enforcing the Security, the Lenders agree that neither shall become absolute owner by foreclosure of any of the property or assets which are subject to the Security without the consent of the other.

6. APPOINTMENT OF A RECEIVER

If payment in full of the Loans or either of them is demanded and BDC or the Joint Lender desires to appoint a Receiver, the party desiring to appoint the Receiver shall attempt to consult the other by telephone to seek to agree on the powers to be exercised by the Receiver or the powers to be sought from the Court in the motion for the appointment of the Receiver, but neither Lender shall be barred from appointing a Receiver by the failure to contact the other, by the failure to agree upon the appointment, or by the failure to agree on the powers to be granted to the Receiver, whether by Court Order or otherwise, provided always that the Receiver will be a licensed trustee in bankruptcy.

If any matter arises which requires a direction to be given to the Receiver or approval of any step taken or any act to be done in and about the management of the receivership then the matter shall be decided jointly by BDC and the Joint Lender, or the Receiver may apply to the Court for directions. If BDC and the Joint Lender are unable to agree on the direction to be given to a privately appointed Receiver, then a trustee licensed under the *Bankruptcy and*

Insolvency Act of Canada independent of the Receiver and selected by the Receiver shall decide on the direction to be given.

7. NOTICE OF APPOINTMENT

Following the appointment of a Receiver by BDC or the Joint Lender, the party making the appointment shall give written notice thereof to the other.

8. PAYMENT BEFORE AND AFTER DEMAND

Any payment received by either of the Lenders with respect to their Security, after either party has made demand for payment of the indebtedness or any portion thereof secured by the Security shall be deemed to be Proceeds and such payment shall be applied in the manner set out in Clauses 3 and 4 above.

9. BANKRUPTCY

In the event of the dissolution, liquidation, bankruptcy or winding up of the Borrower or any of the Other Debtor or distribution of property of the Borrower or any of the Other Debtors among its creditors not involving a Receiver appointed by BDC or the Joint Lender, the monies received by either BDC or the Joint Lender upon such dissolution, liquidation, bankruptcy, winding up or distribution of property shall be adjusted and allocated between BDC and the Joint Lender in accordance with the Lender Allocation.

10. FUTURE ADVANCES & ADDITIONAL SECURITY

BDC and the Joint Lender may make advances of the BDC Financing and the Joint Lender Financing at such times and on such terms as agreed with the Borrower but neither lender may make any re-advance of principal nor shall either lender increase the amount of the BDC Financing or the Joint Lender Financing without the consent of the other.

BDC and the Joint Lender may make additional loans to and take additional security from the Borrower and the Other Debtors without the consent of the other provided that all such additional loans and security must rank subsequent in priority to the BDC Security and the Joint Lender Security for the full amount of the BDC Financing and the Joint Lender Financing.

If BDC or the Joint Lender take additional security from the Borrower and the Other Debtors to secure repayment of the BDC Financing or the Joint Lender Financing, whether in whole or in part, then such security shall be held for the benefit of both BDC and the Joint Lender in accordance with the terms of this Agreement and the reference to their respective securities shall be deemed to include such additional security.

11. DISCHARGE, ASSIGNMENT OR AMENDMENT OF SECURITY

Neither BDC nor the Joint Lender shall discharge, surrender or assign in whole or in part any of its Security without the prior written consent of the other, save and except that either BDC or the Joint Lender may discharge its Security in the event of payment in full of the amounts due on that party's Security.

Neither BDC nor the Joint Lender shall change the terms or conditions of its Loan or Security without the prior written consent of the other.

12. PREPAYMENT

Except as to insurance proceeds, neither BDC nor the Joint Lender shall accept any prepayment of the Loans without the consent of the other.

Any prepayment received by either Lender shall be distributed between BDC and the Joint Lender in the manner set out in Clauses 3 and 4 above. Either lender may choose to decline acceptance of its portion of the prepayment, in which case the funds will remain with the Borrower.

13. INSURANCE PROCEEDS

- (a) Subject to Clause 13 (b) and 14 hereof, if any proceeds of insurance arising from loss or damage to assets and property charged under the BDC Security and the Joint Lender Security, respectively, become payable, such amounts shall be calculated and apportioned between the lenders in accordance with the Lender Allocation.
- (b) The proceeds of any mortgage impairment insurance policy or other similar insurance maintained by BDC or the Joint Lender at its cost, to protect that lender's advances against any uninsured or underinsured loss or damage to the assets and property of the Borrower or the Other Debtors, shall be applied against the advances of the lender placing the insurance and will not be shared with the other lender.

14. PAYMENT OF INSURANCE PREMIUMS

If the Borrower fails to pay premiums to maintain insurance on the property charged under the BDC Security and the Joint Lender Security then:

- (a) BDC and the Joint Lender covenant each with the other to pay the required premium in proportion to the Lender Allocation;
- (b) if either BDC or the Joint Lender fails to pay its share of the premium stated in the preceding subparagraph then the other may pay the full amount of the required premium;
- (c) in addition to the rights set out in Clause 2 hereof, the party paying the premium specified in the preceding subparagraph shall be entitled to a charge on the entire proceeds payable from such insurance in priority to the party not paying the premium up to the full amount of its payment unless the party not paying the premium reimburses the other within 14 days of receipt of a notice from the other party demanding such reimbursement.

15. INFORMATION

BDC and the Joint Lender are at liberty to advise each other of the particulars of the indebtedness and obligations of the Borrower to each other and all Security held by each therefore, and the Borrower authorizes the release of such information.

16. FURTHER ASSURANCES

Each of BDC and the Joint Lender will do, execute and deliver or will cause to be done, executed and delivered all such further acts, documents and things as either of them may reasonably require for the purpose of giving effect to this Agreement.

17. TERMINATION

This Agreement shall terminate on the earlier of the day on which the Borrower ceases to be indebted to either BDC or the Joint Lender in respect of the Loans.

18. COVENANTS OF THE BORROWER

The Borrower and the Other Debtors, in consideration of the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid to them by each of BDC and the Joint Lender (the receipt

and sufficiency of which is hereby acknowledged), agree to and will comply with the terms and conditions hereof and authorize each of BDC and the Joint Lender to advise the other of the nature and extent of the indebtedness of the Borrower and the Other Debtors to such party at any time and from time to time and to apply funds received under the BDC Financing and the Joint Lender Financing as provided herein and to do all other acts and things as provided in this Agreement, and the Borrower and the Other Debtors further agree that if any term or condition hereof is or shall be inconsistent with any of the terms or conditions of the BDC Security or the Joint Lender Security then this Agreement shall prevail and the BDC Security and the Joint Lender Security shall be deemed to be amended to the extent necessary to give effect to the terms of this Agreement. In particular, without limiting the foregoing:

- (a) it shall be an Event of Default under the Joint Lender Security if there is default under the BDC Security and it shall be an Event of Default under the BDC Security if there is default under the Joint Lender Security;
- (b) no prepayment may be made under the BDC Security or the Joint Lender Security without the consent of BDC and the Joint Lender;
- (c) except as set forth in the BDC Security or the Joint Lender Security no change in the terms and conditions of the BDC Security may be made without the prior written consent of the Joint Lender and no change in the terms and conditions of the Joint Lender Security may be made without the prior written consent of BDC.

19. NOTICES

Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing and may be given by delivering it or mailing it by registered mail or sending it by facsimile or other similar form of communication to the following addresses:

In the case of BDC:

BUSINESS DEVELOPMENT BANK OF CANADA
320, 2220 – 12th Ave.
Regina, SK S4P 0M8

In the case of the Joint Lender:

CONEXUS CREDIT UNION 2006
PO Box 1960 Stn Main
Regina, SK S4P 4M1

In the case of the Borrower:

CROFT AGGREGATES LIMITED
Box 445 185-7th Avenue
Lumsden, SK S0G 3C0

In the case of the Other Debtors:

DOUGLAS WAYNE CROFTS and SANDRA GAIL CROFTS
Box 445 185-7th Avenue
Lumsden, SK S0G 3C0

Any notice, direction or instrument as aforesaid shall:

- (a) if delivered, be deemed to have been given and made at the time of delivery;

- (b) if mailed by registered mail and properly addressed, be deemed to have been give and made on the third Banking Day following the day on which it was mailed;
- (c) if sent by telegraph, telex, telecommunication device or other similar form of communication, be deemed to have been given and made on the next Banking Day following the day on which it was sent.

If at the time of mailing of a notice or between the time of mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute occurs which might affect the delivery of the notice by the mails then the mailed notice will only be effective if actually delivered; provided that the party which mailed the notice may provide another notice in accordance with the terms of this Agreement. Any party may give written notice of change of address in the same manner, in which event such notice shall thereafter be given to is as above provided at such changed address.

20. WAIVER OF DEFAULT

The waiver of or acquiescence to, by either BDC or the Joint Lender, any default by the other or the Borrower under any provision of this Agreement shall be deemed not to be a waiver under the provision in respect of any subsequent default thereunder and shall similarly be deemed not to be a waiver under any other provision hereof or of any subsequent default thereunder by any of the parties hereto.

21. COUNTERPARTS

This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

22. INTERPRETATION

Unless there is something in the subject matter or the context inconsistent therewith, in this Agreement:

- (a) the term "Banking Day" shall mean any day except:
 - i) Saturday or Sunday, or
 - ii) legal holiday for the Joint Lender or BDC in Saskatchewan.
- (b) The "enforcing Lenders' Loan and Security" shall mean the BDC Financing and the BDC Security if BDC gives an Enforcement Notice in accordance with Clause 5 hereof; and shall mean the Joint Lender Financing and the Joint Lender Security if the Joint Lender gives an Enforcement Notice in accordance with Clause 5 hereof.
- (c) the term "Event of Default" shall mean any event which constitutes a default under the terms of the BDC Security or the Joint Lender Security, and which entitles BDC or the Joint Lender to demand payment in full of all amounts secured by the BDC Security or the Joint Lender Security and to commence action to enforce the Security of the BDC Security or the Joint Lender Security;
- (d) the term "Lenders" shall mean BDC and the Joint Lender;
- (e) the term "Loan" means the BDC Financing or the Joint Lender Financing as the context may require and "Loans" means both of the BDC Financing and the Joint Lender Financing;

- (f) the term "Receiver" shall mean a private Receiver or receiver-Manager appointed by one of the Lenders pursuant to the terms of the Security, or a Receiver appointed pursuant to section 243 of the *Bankruptcy and Insolvency Act*;
- (g) the term "Receiver's Costs" shall mean all fees, disbursements, borrowings and legal costs properly incurred by a Receiver appointed by one of the Lenders; and
- (h) the term "Security" means the BDC Security or the Joint Lender Security as the context may require.

23. HEADINGS

The headings of this Agreement form no part of this Agreement and shall be deemed to be inserted for convenience of reference only.

24. PROPER LAW

The proper law of this Agreement is the laws of the Province of Saskatchewan.

25. BINDING EFFECT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed these presents as of the day and year first above written.

BUSINESS DEVELOPMENT BANK OF CANADA

by its authorized signatories:

Per: *[Signature]* *CRAIG WINDJACK*
Born

Per: *[Signature]* *Curtis Longley*
Manager Mgr. Accounts



CONEXUS CREDIT UNION 2006

by its authorized signatories:

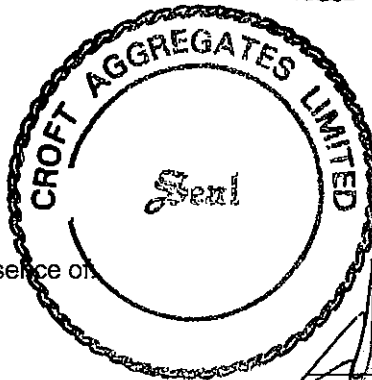
Per: *[Signature]* *Cheryl Wall*

Per: *[Signature]*

CROFT AGGREGATES LIMITED

By its authorized signatory:

Per: *[Signature]*



Executed by Other Debtors in the presence of:

[Signature]
Witness

[Signature]
Witness

[Signature]
DOUGLAS WAYNE CROFTS
[Signature]
SANDRA GAIL CROFTS

Schedule "A"
Listed Equipment

| Unit | Year | Make | Model/ S/N | Fair Value | Orderly Liquidation Value | |
|------|------|-----------------------|---|---------------------------------------|---------------------------|---------|
| | 19 | 2012 Kohlberg Pioneer | 36x60 Portable Conveyor -411695 | 30,000 | 25,000 | |
| | 67 | 2012 Kohlberg Pioneer | 36x60 Portable Conveyor -411697 | 30,000 | 25,000 | |
| | 65 | 2012 Kohlberg Pioneer | 36x60 Portable Conveyor- 411696 | 30,000 | 25,000 | |
| | 57 | 2012 Kohlberg Pioneer | 36x60 Portable Conveyor-411701 | 30,000 | 25,000 | |
| | 52 | N/A | Custombuilt | 36x60 Portable Conveyor | 15,000 | 12,000 |
| | 51 | N/A | Custombuilt | 36x75 Portable Conveyor | 10,000 | 8,000 |
| | 6 | N/A | Custombuilt | 30x50 Portable Conveyor | 6,000 | 5,000 |
| | 45 | N/A | Mormak | 36x60 Portable Conveyor-1490421400 | 15,000 | 12,000 |
| | 3660 | N/A | Morsky | 36x60 Portable Conveyor | 15,000 | 12,000 |
| | 35 | N/A | Custombuilt | 30x80 Portable Conveyor HR041907-4 | 15,000 | 12,000 |
| | 7 | N/A | Custombuilt | 36x75 Portable Conveyor 29-1238 | 15,000 | 12,000 |
| | 40 | N/A | Custombuilt | 36x100 Portable Conveyor | 20,000 | 15,000 |
| | 5 | N/A | Custombuilt | 24x30 Conveyor | 4,000 | 3,000 |
| | 48 | N/A | Custombuilt | 36x25 Conveyor | 6,000 | 5,000 |
| | 675 | N/A | Custombuilt | 36x75 Conveyor | 12,000 | 10,000 |
| | 676 | N/A | Custombuilt | 36x100 conveyor | 20,000 | 15,000 |
| DT | | N/A | Custombuilt | 36x75 Conveyor | 12,000 | 10,000 |
| | 47 | N/A | Custombuilt | Portable Feeder Conveyor | 15,000 | 12,000 |
| | 43 | 1989 Kolberg | 36x125 Stacking Conveyor 89-133-70569 | 45,000 | 40,000 | |
| | 56 | N/A | mormak | 36x80 Stacking Conveyor 70459 | 40,000 | 35,000 |
| | 64 | 2004 Masaba | 30x110 Radial Stacking Conveyor | 45,000 | 40,000 | |
| | 20 | N/A | El-Russ | 36x115 Radial Stacking Conveyor | 45,000 | 40,000 |
| | 9 | N/A | Kolman | 24x100 Stacking Conveyor | 15,000 | 12,000 |
| | 10 | N/A | Kolman | 24x100 Stacking Conveyor | 15,000 | 12,000 |
| | 131 | N/A | Swift | 36x100 Radial Stacking Conveyor | 45,000 | 40,000 |
| DT | | 2010 Buick | Enclave CXL 5GALVCE5AJ171268 | 23,000 | 20,000 | |
| | 421 | 2011 GMC | 2500 Crewcab PU 1GT121C898F102421 | 18,000 | 15,000 | |
| | 502 | 2004 GMC | 2500 Crewcab PU 1GTHK23224F266502 | 5,000 | 4,000 | |
| | 63 | 1994 Lykal | 12x56 Double End Wellsite LSW125607150694 | 30,000 | 25,000 | |
| | 2 | N/A | Barber Greene | Portable Belt Feeder Conveyor | 10,000 | 8,000 |
| | 41 | N/A | Clemro | Portable Belt Feeder | 30,000 | 25,000 |
| | 39 | 2000 Fab-Tec | Portable 8x14 Feeder BF361712200 | 25,000 | 20,000 | |
| | 15 | 1986 Cedarapids | 54" Classic Cone Crusher Plant 0105-2310385 | 100,000 | 90,000 | |
| | 71 | N/A | Cedarapids | 54" Rollercone 2 Cone Crusher M2187 | 115,000 | 100,000 |
| | 68 | 1995 Gator | 32x42 Jaw Crusher Feeder Plant | 100,000 | 90,000 | |
| | 22 | 1979 Fruehauf 5/A 28' | Control Van w/Console DXR472802 | 15,000 | 12,000 | |
| | 72 | 1983 Polar American | Control Van w/Tower Console 1PMR04325D3036844 | 45,000 | 40,000 | |
| | 73 | 1997 Dorsey T/A 48' | Power Van 3412-Cat 545KW 1DTV61721VA251455 | 60,000 | 50,000 | |
| | 44 | 1994 Utility T/A 48' | Control Van 3406-Cat 320KW 1UYVS2484LT316114 | 45,000 | 40,000 | |
| | 21 | 1994 Utility T/A 48' | Control Van C-18-Cat 550KW 1UYVS2488RM261301 | 90,000 | 80,000 | |
| | 46 | 1989 Comet 5/A 28' | Control Van w Cummins 100KW 2WWCD09A5KR000017 | 15,000 | 12,000 | |
| | 925 | 2005 Caterpillar | 3406 Diesel Engine & 320 KW 1DZ09925 / C6B00716 | 15,000 | 12,000 | |
| | 604 | 2004 Caterpillar | 3054 Diesel Engine & 40 KW OLY00000LNPF03604 | 8,000 | 6,000 | |
| | 36 | N/A | Miller | Portable 302P Diesel Welder LE122862 | 2,000 | 1,500 |
| | 78 | N/A | Miller | Portable 250NT Gas Welder LC431936 | 1,500 | 1,000 |
| DT | | N/A | Lincoln | 300 AMP Electric Welder | 2,500 | 2,000 |
| | 4 | N/A | Cedarapids | 5x16 Screen & 36x24 Screw 34F1488 | 45,000 | 40,000 |
| | 17 | N/A | Cedarapids | Twin 6x20 Screen Plant 562303DB | 65,000 | 55,000 |
| | 66 | 1981 Elrus | Feeder & 6x16 Screen Plant ER81LF130 | 55,000 | 45,000 | |
| | 42 | N/A | Clemro | Portable 5x18 Screen Plant 0650-2056 | 30,000 | 25,000 |
| DT | | N/A | WRT | 4x8 Two Deck Screen Plant | 20,000 | 15,000 |
| | 163 | N/A | telsmith | 3-9x7 Vibrating Grizzly Plant 353M163 | 12,000 | 10,000 |
| | 98 | 1994 Spaulding | Portable 5x16 Screen Plant TR225-94-2098 | 25,000 | 20,000 | |
| 6 YD | | N/A | Ramsey | 6 Cubic Yard Dredge Bucket 062 | 10,000 | 8,000 |
| | 422 | 2010 Precision | 11x90 Heavy Duty Truck Scale 206422 | 35,000 | 30,000 | |
| | 80 | 2010 Precision | 10x80 Heavy Duty Truck Scale 10-395 | 35,000 | 30,000 | |
| | 207 | 2011 Pacific | 11x90 Heavy Duty Truck Scale 153207 | 35,000 | 30,000 | |
| | 60 | 2010 Toledo | 11x90 heavy Duty Truck Scale 1114405-1GD | 35,000 | 30,000 | |
| | 61 | 2010 Toldeo | 11x90 Heavy Duty Truck Scale | 35,000 | 30,000 | |
| | 83 | 2010 Pacific | 11x90 Heavy Duty Truck Scale 92S847 | 35,000 | 30,000 | |

| | | | | | |
|------|-----|-------------------------|---|-----------|-----------|
| DT | N/A | Monarch | Electric Water Pump | 5,000 | 4,000 |
| DT | N/A | Monarch | Electric Water Pump | 5,000 | 4,000 |
| DT | N/A | Monarch | Electric Water Pump | 5,000 | 4,000 |
| | 280 | 2007 Caterpillar Godwin | CD150M Portable Pump 16MPF06186D046280 | 15,000 | 12,000 |
| | 26 | 2002 Caterpillar | 345BL Hydraulic Excavator CAT0345BPAGS01249 | 35,000 | 30,000 |
| | 75 | 2009 Caterpillar | 336DL Hydraulic Excavator CAT0336DHW3K00265 | 85,000 | 75,000 |
| | 257 | 2001 John Deere | 330LC Hydraulic Excavator FF0330X081257 | 25,000 | 20,000 |
| | 12 | 1984 Thunderbird | TY-90 Tower Yarder Y9038 | 110,000 | 95,000 |
| | 30 | 1983 Madill | C110T Swing Tower Yarder 60110 | 45,000 | 40,000 |
| DT | N/A | Ingersoll Rand | 25 KW Portable Light Tower | 6,000 | 5,000 |
| DT | N/A | Ingersoll Rand | 25 KW Portable Light Tower | 6,000 | 5,000 |
| DT | N/A | Ingersoll Rand | 25 KW Portable Light Tower | 6,000 | 5,000 |
| DT | N/A | Ingersoll Rand | 25 KW Portable Light Tower | 6,000 | 5,000 |
| | 82 | 1989 Caterpillar | 950E Wheel Loader 22Z04248 | 45,000 | 40,000 |
| | 84 | 1990 Case | 821 Wheel Loader JAK0023732 | 25,000 | 20,000 |
| | 79 | 2006 caterpillar | 950G II Wheel Loader CAT0950GCBA01161 | 75,000 | 65,000 |
| | 27 | 2006 Caterpillar | 966H Wheel Loader CAT0966HLA6D00149 | 110,000 | 95,000 |
| | 81 | 2001 Caterpillar | 972G Wheel Loader 4WW00588 | 75,000 | 65,000 |
| | 69 | 2005 Caterpillar | 980H Wheel Loader CAT0980HLJMS00680 | 100,000 | 90,000 |
| | 23 | 2009 Caterpillar | 980H Wheel Loader CAT0980HKJM505192 | 165,000 | 140,000 |
| | 13 | 1974 Fiat Allis | HD16 DP Crawler Tractor 19513450 | 10,000 | 8,000 |
| | 77 | 2005 Bobcat | 5175 Track Skid Steer Loader 525219426 | 15,000 | 12,000 |
| | 38 | 1978 Caterpillar | V80D Forklift 74X387 | 5,000 | 4,000 |
| | 14 | 1993 Hamm's | Tandem Tank Pup Traller 2G9TCNR25P1011066 | 6,000 | 5,000 |
| | 76 | 2003 Caterpillar | D8R II Crawler Tractor CAT00D8RE6YZ01450 | 115,000 | 100,000 |
| | 18 | N/A Cedarapids | Portable Belt Feeder E527 | 12,000 | 10,000 |
| 8 yd | N/A | Ramsey | 8 cubic yard Dredge Bucket 059 | 15,000 | 12,000 |
| | 32 | 1996 Case | 1845C Skid SteerLoader JAF0196575 | 10,000 | 8,000 |
| | 1 | 1979 Cancar T/A 45' | Control Van w Cummjns 200KW 3723991002-11639414 | 20,000 | 15,000 |
| DT | N/A | Custombuilt | 36x75 Conveyor | 12,000 | 10,000 |
| DT | N/A | Slough | PTO Water Pump | 5,000 | 4,000 |
| | | | | 2,951,000 | 2,520,500 |

GUARANTEE AND POSTPONEMENT OF CLAIM

10538072-03

TO:

CONEXUS CREDIT UNION 2006
(hereinafter called the "Credit Union")

This is Exhibit "M" to in the Affidavit of Lindsey Cooper

Name and Address of Guarantor in Full:

Douglas Wayne Crofts
185 - 7th Ave
Lumsden Sk S0G 3C0

SWORN before me by at Regina, Saskatchewan this 1st of September, 2023.

A Commissioner for Oaths for Saskatchewan

My Commission expires Oct 31, 2026

~~Or Being a Solicitor~~

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with:

CROFT AGGREGATES LIMITED
PO BOX 445
LUMSDEN SK S0G 3C0
(hereinafter called the "Borrower")

The undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of \$600,000.00 together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constating documents or by-laws of the Borrower;

- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantor, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that is should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. PROVISIONS SEVERABLE

Any term, condition or provision of this agreement which is or is deemed to be void, prohibited or unenforceable shall be severable and shall be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms hereof.

23. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

24. NO WAIVER UNLESS IN WRITING

No term, condition or provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

25. APPLICABLE JURISDICTION

For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

26. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

27. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

28. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event *The Saskatchewan Farm Security Act* shall apply to this guarantee, then:

- a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this guarantee.

29. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

30. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

31. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

32. ACKNOWLEDGEMENT AND WAIVER

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share information with the Borrower where, in the opinion of the Credit Union, any change in the information affects the ability to collect the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union gathering, exchanging and updating such information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the information through the laws of Canada and the United States.

33. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 6 day of ^{April}~~March~~, A.D. 2009, at , Saskatchewan.

THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.


Witness
TIM PROSEILO
COMMERCIAL RELATIONSHIP MANAGER


DOUGLAS WAYNE CROFTS

FULL NAME AND ADDRESS OF GUARANTOR

DOUGLAS WAYNE CROFTS
185 - 7th Ave, Lumsden Sk S0G 3C0

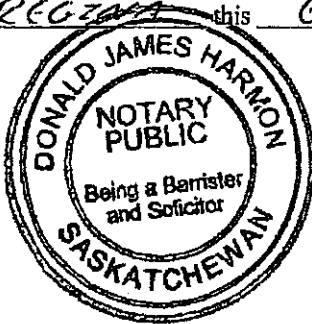
**ACKNOWLEDGEMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. Doug Crofts of LUMSDEN in the Province of
(Name of Guarantor)
Saskatchewan, the Guarantor in the guarantee dated 6th of April, made between
CROFT AGGREGATES Ltd. and CONEXUS CREDIT UNION 2006, which this
certificate is attached to or noted upon, appeared in person before me and acknowledged that he has executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

GIVEN AT REGINA this 6TH day of APRIL, A.D. 2009, under my hand and seal of office.

Seal Required
Where Notary
Public Signs
Certificate.



[Signature]
A LAWYER OR A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF SASKATCHEWAN

STATEMENT OF GUARANTOR

[Signature]
SIGNATURE OF GUARANTOR

I am the person named in the Certificate.

GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. _____

To: **CONEXUS CREDIT UNION 2006,**
(hereinafter called the "Credit Union")

Name & Address of Guarantor in Full:

DOUGLAS WAYNE CROFTS,
185 7th Avenue
Lumsden, SK S0G 3C0

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with **CROFT AGGREGATES LIMITED** (hereinafter called the "Borrower"), the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of:

\$505,000.00

together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) The invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) Any defence, counterclaim or right of off-set available to the borrower;
- (c) Any change in the name, objects, capital, constituting documents or by-laws of the Borrower;
- (d) Any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing wherefrom); or
- (e) Any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the Liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS, OR CREDITS TO THE BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

- 17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION**
All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.
- 18. TERMINATION OF FURTHER LIABILITY**
The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.
- 19. NO RIGHTS OF SET-OFF**
All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.
- 20. BINDING ON SIGNATORIES TO THE AGREEMENT**
The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.
- 21. AGREEMENT BINDING ON SUCCESSORS IN INTEREST**
This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.
- 22. ELECTRONIC DOCUMENTS AND SIGNATURE**
This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures
- 23. PROVISIONS SEVERABLE**
Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.
- 24. FURTHER ASSURANCES**
The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.
- 25. NO WAIVER UNLESS IN WRITING**
No term, condition or provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.
- 26. GOVERNING LAW AND APPLICABLE JURISDICTION**
This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.
- 27. NO MERGER**
This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.
- 28. DELIVERY OF GUARANTEE**
The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event The Saskatchewan Farm Security Act shall apply to this guarantee, then:

- (a) "Guaranteed liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by The Saskatchewan Farm Security Act.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the guarantee as between solicitor and client.
- (c) All remaining provisions of the guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, The Saskatchewan Farm Security Act and any restriction as provided by that Act shall apply to this guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience, and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about the Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

To the extent necessary the Guarantor hereby consents to the Credit Union gathering, exchanging and updating such information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

34. PRIVACY

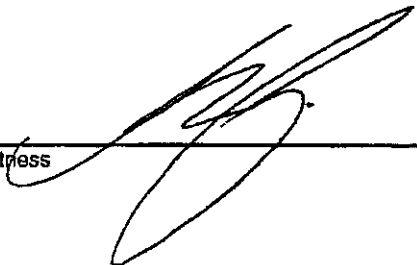
Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

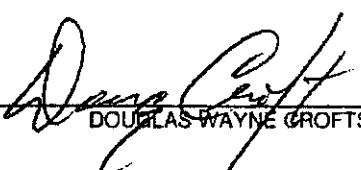

THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

IN WITNESS WHEREOF the said Guarantor has affixed his/her hand and seal this 14 day of November, 2014.

 Witness



 DOUGLAS WAYNE GROFTS

GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. 10538072-8

TO: Conexus Credit Union 2006
(hereafter called the "Credit Union")

Name & Address of Guarantor in Full:

DOUGLAS WAYNE CROFTS
185 - 7th Avenue
Lumsden, SK S0G 3C0
in the Province of Saskatchewan

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with _____
Croft Aggregates Limited
(hereafter called the "Borrower")

the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of: One Million Eight Hundred Seventy Five Thousand (\$1,875,000) dollars together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constituting documents or by-laws of the Borrower;
- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH THE BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be

recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENTS BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

23. PROVISIONS SEVERABLE

Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.

24. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

25. NO WAIVER UNLESS IN WRITING

No term, condition of provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein

contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

27. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

28. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event *The Saskatchewan Farm Security Act* shall apply to this Guarantee, then:

- (a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- (c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this Guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

34. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

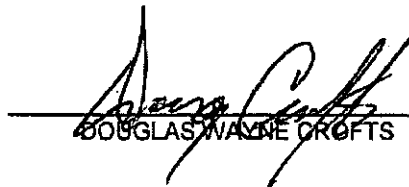

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 26 day of August, 2015.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

SIGNED, SEALED AND DELIVERED in the presence of:

) IF GUARANTOR IS AN INDIVIDUAL OR PARTNER

WITNESS


DOUGLAS WAYNE CROFTS

Name of Guarantor

Address

Postal Code

Douglas Wayne Crofts

185 - 7th Avenue, Lumsden, SK

S0G 3C0

**ACKNOWLEDGMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I hereby certify that:

1. Douglas Wayne Crofts of Lumsden in the Province of Saskatchewan, the Guarantor in the guarantee dated August, 2015, made between Douglas Wayne Crofts and Conexus Credit Union 2006 which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he has executed the guarantee;
(Guarantor) (Credit Union)
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

Given at Regina, this 26 day of August, 2015, under my hand and seal of office.

(SEAL REQUIRED
WHERE NOTARY PUBLIC
SIGNS CERTIFICATE)

Ronald G. Gates, Q.C.
A Barrister and Solicitor/Notary Public
in and for the Province of Saskatchewan

c/o **Gates & Company**
3132 Avonhurst Drive
Regina, Sask. S4R 3J7

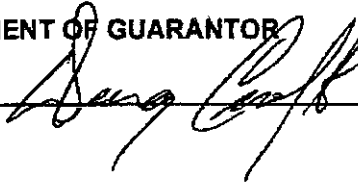
Print Name of Lawyer or Notary Public



A LAWYER OR A NOTARY PUBLIC IN AND
FOR THE PROVINCE OF SASKATCHEWAN

STATEMENT OF GUARANTOR

I am the person named in the certificate. _____



GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. 10538072

TO: CONEXUS CREDIT UNION 2006 (hereafter called the "Credit Union"),

Name & Address of Guarantor in Full:

DOUGLAS WAYNE CROFTS,
185 7th Avenue,
Lumsden, SK S0G 3C0

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with **CROFT AGGREGATES LIMITED** (hereafter called the "Borrower"), the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

~~Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of:~~ _____

~~(\$ _____) dollars together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)~~

N.B
COMPLETE IF
SASK. FARM
SECURITY ACT
APPLIES TO
THIS
GUARANTEE OR
IN ANY OTHER
CASE WHERE
THE
GUARANTEE IS
TO BE LIMITED
TO A SPECIFIED
SUM

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constituting documents or by-laws of the Borrower;
- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH THE BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENTS BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

23. PROVISIONS SEVERABLE

Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.

24. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

25. NO WAIVER UNLESS IN WRITING

No term, condition of provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this

Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

27. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

28. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event *The Saskatchewan Farm Security Act* shall apply to this Guarantee, then:

- (a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- (c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this Guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of

service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

34. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

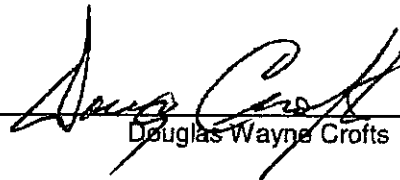
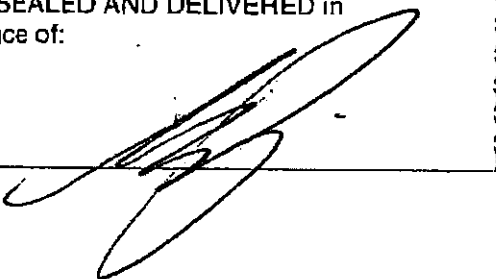
Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 29 day of August, 2016.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

SIGNED, SEALED AND DELIVERED in
the presence of:

WITNESS



Douglas Wayne Crofts

**ACKNOWLEDGMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I hereby certify that:

1. DOUGLAS WAYNE CROFTS of Lumsden, SK in the Province of Saskatchewan, the Guarantor in the guarantee dated August 19, 2016 made between DOUGLAS WAYNE CROFTS and CONEXUS CREDIT UNION 2006, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he has executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

Given at Lumsden, SK, this 29th day of August 2016, under my hand and seal of office.

(SEAL REQUIRED
WHERE NOTARY PUBLIC
SIGNS CERTIFICATE.)

KRYSTAL D. STRONG
Print Name of Lawyer or Notary Public

K Strong
A LAWYER OR A NOTARY PUBLIC IN AND
FOR THE PROVINCE OF SASKATCHEWAN

KRYSTAL D. STRONG
Notary Public
Province of Saskatchewan
Appointment Expires Aug. 31, 2021

STATEMENT OF GUARANTOR

I am the person named in the certificate.

SANDRA CROFTS Sandra Crofts

GUARANTEE AND POSTPONEMENT OF CLAIM

10538072-03

This is Exhibit "N" to in the Affidavit of Lindsey Cooper

TO:

CONEXUS CREDIT UNION 2006

(hereinafter called the "Credit Union") SWORN before me by at Regina, Saskatchewan this 1st d
of September, 2023.

Name and Address of Guarantor in Full:

Sandra Gail Crofts
185 - 7th Ave
Lumsden Sk S0G 3C0

A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026

Or Being a Solicitor

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with:

CROFT AGGREGATES LIMITED
PO BOX 445
LUMSDEN SK S0G 3C0
(hereinafter called the "Borrower")

The undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of \$600,000.00 together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- any defence, counterclaim or right of set-off available to the Borrower;
- any change in the name, objects, capital, constituting documents or by-laws of the Borrower;

- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (c) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantor, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that is should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. PROVISIONS SEVERABLE

Any term, condition or provision of this agreement which is or is deemed to be void, prohibited or unenforceable shall be severable and shall be ineffective to the extent of such avoidance, prohibition or unenforceability without invalidating the remaining terms hereof.

23. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

24. NO WAIVER UNLESS IN WRITING

No term, condition of provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

25. APPLICABLE JURISDICTION

For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

26. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

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In the event *The Saskatchewan Farm Security Act* shall apply to this guarantee, then:

- a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this guarantee.

29. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

30. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

31. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

32. ACKNOWLEDGEMENT AND WAIVER

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union gathering, exchanging and updating such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

33. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 6 day of March, A.D. 2009, at, Saskatchewan.

THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.


Witness
TIM PROSEILO
COMMERCIAL RELATIONSHIP MANAGER


SANDRA GAIL CROFTS

FULL NAME AND ADDRESS OF GUARANTOR

SANDRA GAIL CROFTS
185 - 7th Ave, Lumsden Sk S0G 3C0

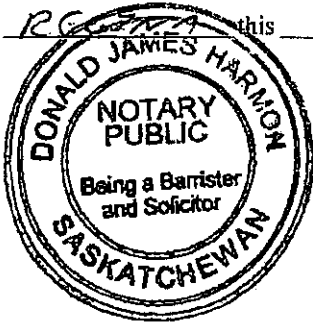
**ACKNOWLEDGEMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

1. SANDRA CROFTS of LUMSDEN in the Province of
(Name of Guarantor)
Saskatchewan, the Guarantor in the guarantee dated April 6, 2009, made between
CROFT AGGREGATES LIMITED and CONEXUS CREDIT UNION 2006, which this
certificate is attached to or noted upon, appeared in person before me and acknowledged that he has executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the guarantor signed the following "Statement of Guarantor" in my presence.

GIVEN AT REGINA this 6TH day of APRIL, A.D. 2009, under my hand and seal of office.

Seal Required
Where Notary
Public Signs
Certificate.



Donald Harmon
A LAWYER OR A NOTARY PUBLIC IN AND FOR
THE PROVINCE OF SASKATCHEWAN

STATEMENT OF GUARANTOR

Sandra Crofts
SIGNATURE OF GUARANTOR

I am the person named in the Certificate.

GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. _____

To: **CONEXUS CREDIT UNION 2006,**
(hereinafter called the "Credit Union")

Name & Address of Guarantor in Full:

SANDRA GAIL CROFTS,
185 7th Avenue
Lumsden, SK S0G 3C0

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with **CROFT AGGREGATES LIMITED** (hereinafter called the "Borrower"), the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of:

\$505,000.000

together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) The invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) Any defence, counterclaim or right of off-set available to the borrower;
- (c) Any change in the name, objects, capital, constituting documents or by-laws of the Borrower;
- (d) Any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing wherefrom); or
- (e) Any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the Liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS, OR CREDITS TO THE BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that it should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENT BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures

23. PROVISIONS SEVERABLE

Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.

24. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

25. NO WAIVER UNLESS IN WRITING

No term, condition or provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

27. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

28. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event The Saskatchewan Farm Security Act shall apply to this guarantee, then:

- (a) "Guaranteed liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by The Saskatchewan Farm Security Act.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the guarantee as between solicitor and client.
- (c) All remaining provisions of the guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, The Saskatchewan Farm Security Act and any restriction as provided by that Act shall apply to this guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience, and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about the Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

To the extent necessary the Guarantor hereby consents to the Credit Union gathering, exchanging and updating such information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

34. PRIVACY


Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of Information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

IN WITNESS WHEREOF the said Guarantor has affixed his/her hand and seal this 14 day of November, 2014.

Witness




 SANDRA GAIL CROFTS



GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. 10538072-8

TO: Conexus Credit Union 2006
(hereafter called the "Credit Union")

Name & Address of Guarantor in Full:

SANDRA GAIL CROFTS

185 - 7th Avenue

Lumsden, SK S0G 3C0

in the Province of Saskatchewan

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with _____

Croft Aggregates Limited

(hereafter called the "Borrower")

the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of: One Million Eight Hundred Seventy Five Thousand (\$1,875,000) dollars together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constituting documents or by-laws of the Borrower;
- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH THE BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be

recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

19. NO RIGHTS OF SET-OFF

All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

20. BINDING ON SIGNATORIES TO THE AGREEMENT

The Guarantee shall be operative and binding upon every signatory hereto notwithstanding the non-execution hereof by any other proposed signatory or signatories and possession of this instrument by the Credit Union shall be conclusive evidence against the Guarantor that the instrument was not delivered in escrow or pursuant to any agreement that is should not be effective until any condition precedent or subsequent had been complied with, unless at the time of receipt of this instrument by the Credit Union each signatory thereof obtains from the Credit Union receiving this instrument a letter setting out the terms and conditions under which this instrument was delivered and the conditions, if any, to be observed before it becomes effective.

21. AGREEMENTS BINDING ON SUCCESSORS IN INTEREST

This Guarantee shall extend to and enure the benefit of the Credit Union and its successors and assigns, and any reference herein to the Guarantor is a reference to and should be construed as including the Guarantor and the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor to and upon all of whom this Guarantee shall extend and be binding; if the Guarantor is a company, the term "successor" shall include without limiting its meaning, any company resulting from the amalgamation of the company with another company.

22. ELECTRONIC DOCUMENTS AND SIGNATURE

This document may be signed and delivered electronically or by other similar means and may be executed in counterparts, all of which shall be as effective as if signed and delivered as one original document with original signatures.

23. PROVISIONS SEVERABLE

Each provision of this Guarantee is distinct and severable. If any provision is found to be invalid or unenforceable, in whole or in part, the determination will only affect that provision and will not affect the validity or enforceability of the remaining provisions of this Guarantee.

24. FURTHER ASSURANCES

The Guarantor shall from time to time upon the request of the Credit Union, execute and deliver, under seal or otherwise, all such further agreements, instruments and documents and do all such further acts and things as the Credit Union may require to give effect to the transactions contemplated by this agreement.

25. NO WAIVER UNLESS IN WRITING

No term, condition of provision hereof or any right hereunder or in respect hereof, can be or shall be deemed to have been waived except by express waiver in writing signed by the Credit Union. Neither forbearance nor indulgence by the Credit Union shall constitute a waiver of any term, conditions or provision to be performed or observed by the Guarantor or any want of performance or observance thereof.

26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein

contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

27. NO MERGER

This Guarantee is in addition to and not in substitution for any other existing guarantees between the parties, whether made before or after this Guarantee, and this Guarantee shall not merge in any subsequent Guarantee or judgement obtained by the Credit Union unless expressly provided to the contrary in writing by the Credit Union.

28. DELIVERY OF GUARANTEE

The Guarantor acknowledges that this Guarantee is delivered as his act and deed and that he intends to be strictly bound by its provisions.

29. GUARANTEE UNDER THE SASKATCHEWAN FARM SECURITY ACT

In the event *The Saskatchewan Farm Security Act* shall apply to this Guarantee, then:

- (a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- (c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this Guarantee.

30. HEADINGS

The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

31. ENTIRE AGREEMENT

This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

32. ACKNOWLEDGEMENT AND WAIVER

The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

33. COLLECTION AND USE OF INFORMATION

In providing a guarantee to the Credit Union in connection with the Guaranteed Liabilities of the Borrower to the Credit Union the Guarantor acknowledges that the Credit Union may be collecting and gathering personal, financial and credit information (Information) from and about Guarantor to:

- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
- (b) determine the Guarantor's financial situation and make decisions about the said loan;
- (c) administer, monitor and collect the said loan;
- (d) comply with legal, security and regulatory requirements.

The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the information through the laws of Canada and the United States.

34. PRIVACY

Credit Union and Privacy legislation prescribe and restrict the use of personal, financial or credit information (Information) without consent. To obtain details about Credit Union policies and procedures for protecting privacy of information and Customer rights please contact the Credit Union, Attention: Privacy Officer.

Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

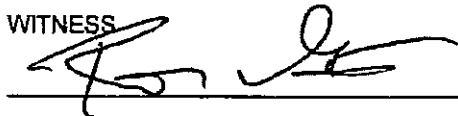
IN WITNESS WHEREOF the said Guarantor has affixed his hand and seal, or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 26 day of August, 2015.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

SIGNED, SEALED AND DELIVERED in the presence of:

) IF GUARANTOR IS AN INDIVIDUAL OR PARTNER

WITNESS


SANDRA GAIL CROFTS

Name of Guarantor

Address

Postal Code

Sandra Gail Crofts

185 - 7th Avenue, Lumsden, SK

S0G 3C0

**ACKNOWLEDGMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I hereby certify that:

1. Sandra Gail Crofts of Lumsden in the
(Guarantor)
Province of Saskatchewan, the Guarantor in the guarantee dated August, 2015, made
between Sandra Gail Crofts and Conexus Credit Union 2006,
(Guarantor) (Credit Union)
which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he has
executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and
understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise
interested in the transaction.
4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

Given at Regina, this 26 day of August, 2015, under my hand and seal of office.

(SEAL REQUIRED
WHERE NOTARY PUBLIC
SIGNS CERTIFICATE.)

Print Name of Lawyer or Notary Public

Ronald G. Gates, Q.C.
A Barrister and Solicitor/Notary Public
in and for the Province of Saskatchewan
c/o **Gates & Company**
3132 Avonhurst Drive
Regina, Sask. S4R 3J7


A LAWYER OR A NOTARY PUBLIC IN AND
FOR THE PROVINCE OF SASKATCHEWAN

STATEMENT OF GUARANTOR

I am the person named in the certificate.

Sandra Crofts

GUARANTEE AND POSTPONEMENT OF CLAIM

Account No. 10538072

TO: **CONEXUS CREDIT UNION 2006** (hereafter called the "Credit Union"),

Name & Address of Guarantor in Full:

SANDRA GAIL CROFTS,
185 7th Avenue,
Lumsden, SK S0G 3C0

IN CONSIDERATION OF the Credit Union agreeing to deal with or continuing to deal with **CROFT AGGREGATES LIMITED** (hereafter called the "Borrower"), the undersigned Guarantor covenants, promises and agrees as follows:

1. GUARANTOR DEFINED

In this Guarantee the word "Guarantor" shall mean the undersigned. When the context so requires, the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

2. GUARANTEED OBLIGATIONS

The Guarantor irrevocably and unconditionally guarantees the due and punctual payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or not, including all principal, interest, costs and expenses, (such debts, liabilities and obligations hereafter called the "Guaranteed Liability" or the "Guaranteed Liabilities", as the context may require) of the Borrower to the Credit Union whenever, however, or wherever incurred by the Borrower whether as principal or surety and any ultimate unpaid balance thereof.

3. LIMITATION PROVISION

~~Notwithstanding the foregoing, the Guaranteed Liability of the Guarantor, hereunder, shall be limited to the sum of: _____~~
~~(\$ _____) dollars together with interest thereon from the date of demand for payment at the rate or rates applicable to the Guaranteed Liabilities plus the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client. (This paragraph hereafter being referred to as the "Limitation Provision".)~~

N.B.
COMPLETE IF
SASK. FARM
SECURITY ACT
APPLIES TO
THIS
GUARANTEE OR
IN ANY OTHER
CASE WHERE
THE
GUARANTEE IS
TO BE LIMITED
TO A SPECIFIED
SUM

4. CONTINUING GUARANTEE

This Guarantee shall be a continuing guarantee of all the Guaranteed Liabilities and shall apply to and secure any ultimate balance due or remaining unpaid to the Credit Union; and this Guarantee shall not be considered as wholly or partially satisfied by the payment or collection at any time of any sum of money for the time being due or remaining unpaid to the Credit Union.

5. RIGHT TO IMMEDIATE PAYMENT

The Credit Union shall not be bound to exhaust its recourse against the Borrower or others or any securities or other guarantees it may at any time hold before requiring or being entitled to payment from the Guarantor. The Guarantor renounces all benefits of discussion and division.

6. PAYMENT AFTER DEMAND

The Guarantor shall make payment to the Credit Union of the amount of the Guaranteed Liabilities forthwith, after demand is made therefore, in writing. Such demand shall be deemed to have been made when an envelope containing the demand is mailed postage prepaid and registered, to the Guarantor at the last address known to the Credit Union for the Guarantor, or when delivered personally to the Guarantor. In the event of the death of any Guarantor, demand for payment shall be sufficient if sent by registered mail or delivered personally to any of the Guarantor's heirs, executors, administrators or legal representatives known to the Credit Union and such demand shall be deemed to be effectively made on all of them.

The parties agree that a certificate in writing, signed by a representative of the Credit Union setting forth particulars of the Guaranteed Liabilities including the applicable interest rates payable from time to time, shall be conclusive evidence as to the amount payable by the Guarantor.

7. REMEDIES ON DEFAULT

Upon default in payment of any sum owing by the Borrower to the Credit Union at any time, the Credit Union may treat all Guaranteed Liabilities as due and payable and may forthwith collect from the Guarantor the total amount hereby guaranteed and may apply the sum so collected upon the Guaranteed Liabilities or may place it to the credit of a special account.

8. LIABILITY ABSOLUTE

The liability of the Guarantor shall be absolute and unconditional irrespective of:

- (a) the invalidity, unenforceability or illegality, in whole or in part, of any agreements, instruments or other documents held by the Credit Union to create, represent or evidence any Guaranteed Liabilities;
- (b) any defence, counterclaim or right of set-off available to the Borrower;
- (c) any change in the name, objects, capital, constating documents or by-laws of the Borrower;
- (d) any amalgamation, merger or re-organization of the Borrower or, if a partnership, in the firm, including, without limitation, by reason of death, retirement or admission for membership of any partners (in which case this agreement shall apply to the corporation or partnership, as the case may be, resulting or continuing therefrom); or
- (e) any other circumstances which might otherwise constitute, in whole or in part, a defence available to, or a discharge of, the Guarantee, the Borrower or any other persons, firms or corporations in respect of the Guaranteed Liabilities or the liability of the Guarantor.

9. GUARANTEE IN ADDITION TO OTHER GUARANTEES

This Guarantee shall be in addition to and not in substitution for any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities and the Credit Union shall be under no obligation to marshal in favour of the Guarantor any other guarantees or other securities or any money or other assets which the Credit Union may be entitled to receive or may have a claim upon; and no loss of or in respect of or unenforceability of any other guarantees or other securities which the Credit Union may now or hereafter hold in respect of the Guaranteed Liabilities, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the Guarantor's liability.

10. DEALINGS WITH THE BORROWER

The Credit Union may without prejudice to or in any way limiting or lessening the Guarantor's liability and without obtaining the consent or giving notice to the Guarantor, discontinue, reduce, increase or otherwise vary the credit of the Borrower, grant time, renewals (including renewing any loan at a different or increased interest rate), extensions, indulgences, releases and discharges to and accept compromise from or otherwise deal with the Borrower and others including the Guarantor and any other guarantor as the Credit Union may see fit and the Credit Union and the Borrower may, by conduct or agreement, renew any applicable limitation period and no action of the Credit Union in taking, abstaining from taking or perfecting, varying, exchanging, renewing, including renewing any limitation period, discharging, giving up, realizing or failing to realize or otherwise dealing with securities collateral or other guarantees by the Credit Union shall in any manner affect, reduce or diminish the liability of the Guarantor hereunder except to the extent that the proceeds of such security or collateral are credited to the Borrower's account and the Credit Union may apply all monies received from the Borrower or others or from securities or guarantees upon such parts of the Guaranteed Liabilities as the Credit Union may see fit and change any such application in whole or in part from time to time, and no loss of or in respect of any securities received by the Credit Union from the Borrower or others, whether occasioned by the fault of the Credit Union or otherwise, shall in any way limit or lessen the liability of the Guarantor under this Guarantee.

11. LIABILITY AS PRINCIPAL

All debts, liabilities and obligations purporting to be incurred by the Borrower and owing to the Credit Union shall form part of the Guaranteed Liabilities despite any incapacity, disability, or lack or limitation of status or power of the Borrower or any of its directors, officers or agents or that the Borrower may not be a legal entity or any irregularity or defect or informality in the incurring of such debts, liabilities, or obligations and any such debts, liabilities and obligations which may not be recoverable from the Guarantor as guarantor shall be recoverable from the Guarantor as a principal Borrower upon demand and with interest, calculated and payable as provided in this agreement.

12. PAYMENTS BY BORROWER TO THIRD PARTIES

Until repayment in full of all of the Guaranteed Liabilities, all dividends, compositions, proceeds of securities, securities valued or payments received by the Credit Union from the Borrower or others or from estates in respect of the Guaranteed Liabilities shall be regarded for all purposes as payments in gross without any right on the part of the Guarantor to claim the benefit thereof in reduction of the liability under this Guarantee, and the Guarantor shall not claim any setoff or counterclaim against the Borrower in respect of any liability of the Borrower to the Guarantor, claim or prove in the bankruptcy or insolvency of the Borrower in competition with the Credit Union or have any right to be subrogated to the Credit Union.

13. NO DISCHARGE OF GUARANTEE

This Guarantee shall not be discharged or otherwise affected by the death or loss of capacity of the Borrower, by any change in the name of the Borrower, or in the membership of the Borrower, if a partnership, or in the objects, capital structure or constitution of the Borrower, if a corporation or by the sale of the Borrower's business or any part thereof or by the Borrower being amalgamated with a corporation, but shall, notwithstanding any such event, continue to apply to all Guaranteed Liabilities whether theretofore or thereafter incurred; and in the case of a change in the membership of a Borrower which is a partnership or in the case of the Borrower being amalgamated with a corporation, this Guarantee shall apply to the liabilities of the resulting partnership or corporation, and the term "Borrower" shall include each such resulting partnership and corporation.

14. LIQUIDATION, BANKRUPTCY, ETC.

In the event of any liquidation, winding up or bankruptcy of the Borrower (whether voluntary or compulsory) or in the event that the Borrower shall make a bulk sale of its assets within the bulk transfer provisions of any applicable legislation or any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank in priority to the Guarantor for its claim in respect of the Guaranteed Liabilities and to receive all dividends or other payments in respect thereof until its claim has been paid in full, all without prejudice to its claim against the Guarantor who shall continue to be liable for any remaining unpaid balance of the Guaranteed Liabilities. In the event of any valuation or retention by the Credit Union of any securities, such valuation or retention shall not, as between the Credit Union and the Guarantor, be considered payment, satisfaction or reduction of any Guaranteed Liabilities.

15. ADVANCES, RENEWALS OR CREDITS TO BORROWER

All advances, renewals, and credits made or granted by the Credit Union purportedly to or for the Borrower, after the death, loss of capacity, bankruptcy or insolvency of the Borrower, but before the Credit Union has received notice thereof shall be deemed to form part of the Guaranteed Liabilities; and all advances, renewals, and credits obtained from the Credit Union purportedly by or on behalf of the Borrower shall be deemed to form part of the Guaranteed Liabilities, notwithstanding any lack or limitation of power, incapacity or disability of the Borrower or of the directors, partners or agents thereof or that the Borrower may not be a legal, or suitable entity, or any irregularity, defect or informality in the obtaining of such advances, renewals or credits, whether or not the Credit Union had knowledge thereof; and any such advance, renewal or credit which may not be recoverable from the Guarantor as Guarantor on the footing of this Guarantee shall be recoverable from the Guarantor as principal Borrower in respect thereof and shall be paid to the Credit Union on demand with interest at the rates or rates applicable to the Guaranteed Liabilities.

16. WAIVER OF SUBROGATION RIGHTS

In the event that the Credit Union receives any payments on account of the liability of the Guarantor, the Guarantor shall not have, and waives to the extent required, all rights to claim repayment from or against the Borrower and any other guarantors and all rights shall to be subrogated to any rights of the Credit Union, until the Guaranteed Liabilities have been paid in full.

17. DEBTS AND LIABILITIES ASSIGNED TO THE CREDIT UNION

All debts and liabilities, present and future of the Borrower to the Guarantor are hereby assigned to the Credit Union and postponed to the Guaranteed Liabilities, and all monies received by the Guarantor in respect thereof shall be received in trust for the Credit Union and forthwith upon receipt shall be paid over to the Credit Union, all without in any way lessening or limiting the liability of the Guarantor under this Guarantee; and this assignment and postponement is independent of the guarantee and shall remain in full force and effect until repayment in full to the Credit Union of all the Guaranteed Liabilities, notwithstanding that the liability of the Guarantor under this Guarantee may have been discharged or terminated.

18. TERMINATION OF FURTHER LIABILITY

The Guarantor or his executors or administrators, may, by giving thirty days notice in writing to the Credit Union at which the account of the Borrower is kept, terminate his further liability under this Guarantee in respect of the liabilities of the Borrower incurred or arising after the expiration of such thirty days, but not in respect of any Guaranteed Liabilities incurred or arising before the expiration of such thirty days even though not then matured; provided that notwithstanding receipt of any such notice the Credit Union may fulfill any requirements of the Borrower based on agreements expressly or implicitly made prior to the expiration of such thirty days and any resulting liabilities shall be covered by this Guarantee.

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All amounts payable by the Guarantor shall be paid without set-off or counterclaim and without any deduction or withholding whatsoever unless and to the extent that the Guarantor shall be prohibited by law from doing so, in which case the Guarantor shall pay to the Credit Union such additional amount as shall be necessary to ensure that the Credit Union receives the full amount it would have received if no such deduction or withholding had been made.

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26. GOVERNING LAW AND APPLICABLE JURISDICTION

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Saskatchewan. For the purpose of legal proceedings this agreement shall be deemed, to have been made in the Province of Saskatchewan and to have been performed there, and the Courts of Saskatchewan shall have jurisdiction over all disputes which may arise under the agreement and judgment recovered in the Courts of Saskatchewan against the Guarantor shall be binding on him. The Guarantor expressly agrees to submit to the jurisdiction of the Courts of Saskatchewan for the resolution of all disputes arising out of this agreement and agrees that unless the Credit Union otherwise specifies any legal action commenced on this

Guarantee shall be tried at the judicial centre nearest the Credit Union provided always that nothing herein contained shall prevent the Credit Union from proceeding against the Guarantor in the Courts of any other Province or Country.

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- (a) "Guaranteed Liability" or "Guaranteed Liabilities" shall be interpreted and read, so as to exclude such commissions, legal and other costs, charges and expenses as may be restricted by *The Saskatchewan Farm Security Act*.
- (b) The Limitation Provision shall be interpreted and read, so as to delete the costs and expenses incurred by the Credit Union in enforcing and collecting upon the Guarantee as between solicitor and client.
- (c) All remaining provisions of the Guarantee shall be interpreted, read and construed so as to be consistent with, and allowed by, *The Saskatchewan Farm Security Act* and any restriction as provided by that Act shall apply to this Guarantee.

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The Guarantor covenants and agrees with the Credit Union that the headings are included in this agreement only for convenience and do not form part of the covenants, provisos and agreements herein contained.

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This Guarantee embodies all the agreements between the parties hereto relative to the guarantee, assignment and postponement and none of the parties shall be bound by any representation or promise made by any person relative thereto which is not embodied herein; and it is specifically agreed that the Credit Union shall not be bound by any representations or promises made by the Borrower to the Guarantor.

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The Guarantor acknowledges having read the terms and conditions herein and having received a copy of this Guarantee and Postponement of Claim. The Guarantor hereby waives the requirement of being provided with a copy of any financing or verification statement or other registration pertaining to this agreement or security held in connection with the said loan or any renewal thereof, and expressly agrees that the Credit Union shall not be obliged to provide the Guarantor with a copy of any such statements or other registration.

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- (a) obtain credit reports and evaluate the Guarantor's credit rating and credit worthiness;
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- (c) administer, monitor and collect the said loan;
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The Guarantor also acknowledges and agrees that the Credit Union may share Information with the Borrower where, in the opinion of the Credit Union, any change in the Information affects the ability to collect the loan and may share Information with any other lender or credit grantor that is participating in the loan or who may receive an assignment of all or part of the loan.

To the extent necessary the Guarantor hereby consents to the Credit Union obtaining, gathering, copying, scanning, updating, disclosing, sharing or exchanging such Information as may be necessary about the Guarantor for the purposes described. The Credit Union may use the Information for so long as it is needed for such purposes. The Guarantor understands that the Credit Union requires and may use the Guarantor's Social Insurance or Business Number as an aid to identify the Guarantor with credit bureaus and other financial institutions for credit matching purposes. The Guarantor understands that the provision of the Guarantor's Social Insurance Number for credit matching purposes is optional and is not a condition of

service. The Guarantor also understands that the Guarantor may ask the Credit Union to stop using the Guarantor's Social Insurance Number for credit matching purposes at any time.

In the process of administering loans, the Credit Union may use service providers located in the United States. In the event that a service provider is located in the United States, Information may be processed and stored in the United States and United States governments, courts or law enforcement or regulatory agencies may be able to obtain disclosure of the Information through the laws of Canada and the United States.

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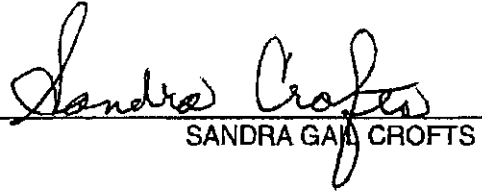
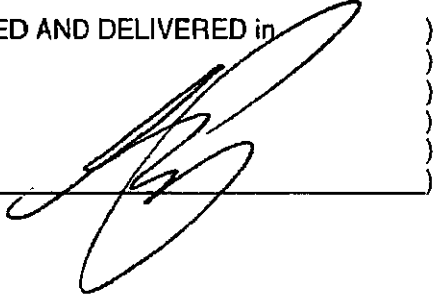
Where an electronic signature is available and used, the person using the electronic signature is adopting such signature and authorizes it to be attached to or associated with this document.

IN WITNESS WHEREOF the said Guarantor has affixed her hand and seal or as the case may be, has hereto affixed its corporate seal attested by the hands of its duly authorized officers this 29 day of August, 2016.

PRIVACY NOTICE: THIS FORM CONTAINS AN AUTHORIZATION TO SHARE AND EXCHANGE INFORMATION AND, UNLESS THE GUARANTOR HAS ASKED THE CREDIT UNION NOT TO DO SO, USE A SOCIAL INSURANCE NUMBER FOR CREDIT MATCHING PURPOSES.

SIGNED, SEALED AND DELIVERED in
the presence of:

WITNESS



SANDRA GAIL CROFTS

**ACKNOWLEDGMENT OF GUARANTEE
CERTIFICATE OF LAWYER OR NOTARY PUBLIC**

I hereby certify that:

1. SANDRA GAIL CROFTS of Lumsden, SK in the Province of Saskatchewan, the Guarantor in the guarantee dated August 29, 2016 made between SANDRA GAIL CROFTS and CONEXUS CREDIT UNION 2006, which this certificate is attached to or noted upon, appeared in person before me and acknowledged that he has executed the guarantee;
2. I satisfied myself by examination of the Guarantor that he is aware of the contents of the guarantee and understands it.
3. I have not prepared any documents on behalf of the Credit Union relating to the transaction and I am not otherwise interested in the transaction.
4. I acknowledge that the Guarantor signed the following "Statement of Guarantor" in my presence.

Given at LUMSDEN, SK, this 29th day of August 2016, under my hand and seal of office.

(SEAL REQUIRED
WHERE NOTARY PUBLIC
SIGNS CERTIFICATE.)

KRYSTAL D. STRONG.
Print Name of Lawyer or Notary Public

K. Strong
A LAWYER OR A NOTARY PUBLIC IN AND
FOR THE PROVINCE OF SASKATCHEWAN
KRYSTAL D. STRONG
Notary Public
Province of Saskatchewan
Appointment Expires Aug. 31, 2021

STATEMENT OF GUARANTOR

I am the person named in the certificate.

SANDRA CROFTS

Sandra Crofts

July 30, 2020

Croft Aggregates Limited
185 - 7th Avenue
Lumsden, SK S0G 3C0
**Attention: Douglas Wayne Crofts
Sandra Gail Crofts**

via email & regular mail

Greg J. Pinch
James G. Garden
Ken Karwandy
R. Bradley Hunter Q.C.
Michael S. Scott
Kenneth J. Brodt
Adam T. Ailsby
Neil B. Elder

Croft Aggregates Limited
PO Box 445
Lumsden, SK S0G 3C0
**Attention: Douglas Wayne Crofts
Sandra Gail Crofts**

via email & regular mail

Croft Aggregates Limited
c/o Gates & Company
3132 Avonhurst Drive
Regina, SK S4R 3J7
**Attention: Douglas Wayne Crofts
Sandra Gail Crofts**

via registered mail

This is Exhibit "O" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day
of September, 2023.

A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~

Dear Sir/Madam:

**Re: Conexus Credit Union 2006
Croft Aggregates Limited
Conexus Account #10538072
KMP File #14755-031/ATA**

We are solicitors for Conexus Credit Union 2006 ("Conexus").

QuickLine Loan (Account #10538072-03)

Pursuant to an accepted Offer to Finance for dated April 6, 2009 and amended on October 12, 2017 and a Demand Quick Loan Agreement dated April 6, 2009, Conexus agreed to extend to Croft Aggregates Limited ("Croft") a QuickLine loan, in the initial amount of \$600,000.00 and amended down to \$500,000.000 ("Loan 3").

As security for Loan 3, by way of a General Security Agreement dated April 5, 2004 and registered in the Saskatchewan Personal Property Registry on April 7, 2004, Croft allowed Conexus to continue holding a general security interest to Conexus in all of its present and after acquired property and equipment.

Croft has defaulted on the repayment of Loan 3, particulars of which are as follows:

| | |
|---------------------------------------|--|
| Principal Outstanding: | \$289,176.60 |
| Accrued Interest as of July 30, 2020: | <u>\$ 15,428.60</u> |
| Total Due as of July 30, 2020: | \$304,605.20 plus interest at 5.45% per annum |

Commercial Mortgage Loan (Account #10538072-08)

Pursuant to an accepted Offer to Finance for Mortgage dated July 23, 2015, and Mortgage dated August 26, 2015, Conexus agreed to advance to Croft a loan, in the amount of \$1,875,000.00 ("Loan 8").

As security for Loan 8, Croft granted a mortgage interest to Conexus in Surface Parcel #111654884, Reference Land Description: NE Sec 06 Twp 18 Rge 18 W2 Extension 12 (the "NE6 Property"). As additional security for Loan 8, Croft executed an Assignment of Leases and Rents dated August 26, 2015 for the NE6 Property in favour of Conexus.

As yet additional security for Loan 8, pursuant to a Specific Security Agreement dated August 26, 2015 and registered in the Saskatchewan Personal Property Registry, Croft granted a security interest to Conexus in all of its present and after-acquired property and equipment, including but not limited to, all equipment used situated at or used in connection with the NE6 Property.

Croft has defaulted on the repayment of Loan 8, particulars of which are as follows:

| | |
|---------------------------------------|--|
| Principal Outstanding: | \$1,687,491.19 |
| Accrued Interest as of July 30, 2020: | <u>\$ 88,997.87</u> |
| Total Due as of July 30, 2020: | \$1,776,489.06 plus interest at 4.45% per annum |

Commercial Term Loan (Account #10538072-10)

Pursuant to an accepted Offer to Finance dated August 9, 2016, a Mortgage dated August 29, 2016 and a Demand Promissory Note dated August 29, 2016, Conexus agreed to advance to Croft a demand loan, in the amount of \$3,536,000.00 ("Loan 10").

As security for Loan 10, Croft granted a mortgage interest to Conexus in Surface Parcel #117763735, Reference Land Description: NE Sec 03 Twp 35 Rge 04 W3 Extension 0 (the "NE3 Property"), Surface Parcel #111654895, Reference Land Description: Blk/Par B Plan No 101145114 Extension 13 (the "ParB Property") and Surface Parcel #111654918, Reference Land Description: NW Sec 06 Twp 18 Rge 18 W2 Extension 15 (the "NW6 Property") as well as an additional second mortgage interest on the NE6 Property. As additional security for Loan 10, Croft executed an Assignment of Leases and Rents dated August 29, 2016 for the NE3 Property, the ParB Property, the NW6 Property and the NE6 Property in favour of Conexus.

Croft has defaulted on the repayment of Loan 10, particulars of which are as follows:

Principal Outstanding: \$3,036,557.87
Accrued Interest as of July 30, 2020: \$ 187,755.41
Total Due as of July 30, 2020: **\$3,224,313.28** plus interest at 4.95% per annum

Commercial Line of Credit (Account #1074020-LOC)

Pursuant to the most recent Farm/Business Line of Credit Agreement dated August 29, 2016 (original April 5, 2004 agreement having been amended from time to time including on March 14, 2005, April 6, 2009 and April 9, 2016) and a Mortgage dated August 29, 2016, Conexus facilitated a commercial line of credit for Croft, in the eventual amount of \$2,000,000.00 (the "LOC").

As security for the LOC, Croft granted a mortgage interest to Conexus in the NE3 Property, the ParB Property, the NW6 Property as well as an additional second mortgage interest on the NE6 Property. As additional security for the LOC, Croft executed an Assignment of Leases and Rents dated August 29, 2016 for the NE3 Property, the ParB Property, the NW6 Property and the NE6 Property in favour of Conexus. In addition, by way of a General Security Agreement dated April 5, 2004 and registered in the Saskatchewan Personal Property Registry on April 7, 2004, Croft granted and then allowed Conexus to continue holding a general security interest to Conexus in all of its present and after acquired property and equipment., in addition to previously granted security described above.

Croft has defaulted repayment of LOC particulars of which are as follows:

Principal Outstanding: \$2,099,313.77
Accrued Interest as of July 30, 2020: \$ 6,876.62
Total Due as of July 30, 2020: **\$2,106,190.39** plus interest at 4.95% per annum

Demand

As a result of the above referenced defaults and breaches of the terms of the various loans, Conexus hereby demands payment in full of the amounts owing on Loan 3, Loan 8, Loan 10 and the LOC in the amount of **\$7,411,597.93** (\$304,605.20 plus \$1,776,489.06 plus \$3,224,313.28 plus \$2,106,190.39) plus interest as outlined above, within ten (10) days from the date of this letter.

In default of payment, Conexus will take steps to pursue the amounts owed and enforce its security, including the seizure and sale of secured equipment and/or the commencement of foreclosure proceedings resulting in the judicial sale of the NE6 Property, the NE3 Property, the ParB Property and the NW6 Property. If such action is required, Conexus will claim, in addition to the amounts listed above, all legal and other costs. Such action will also involve the calling in of all guarantees in place for all parties relating to this matter of which demands have already been made. In that regard, we enclose a Notice of Intention to Enforce Security pursuant to s. 244(1) of the *Bankruptcy and Insolvency Act*.

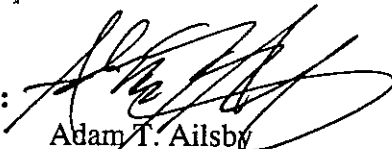
Please also be advised that should full payment not be made within the ten (10) day period required, Conexus will terminate the LOC. Until such time, Conexus reserves the right to review any and all transactions on the LOC account to ensure that the account is not further overdrawn and the transactions are appropriate given the circumstances.

Govern yourself accordingly.

Yours truly,

*kmp*LAW

per:


Adam T. Ailsby
Direct line: 306-761-6216
aailsby@kmpplaw.com

ATA
Encl.
cc: Conexus Credit Union 2006

BANKRUPTCY AND INSOLVENCY ACT
FORM 86

NOTICE OF INTENTION TO ENFORCE SECURITY
Rule (124)

TO: Croft Aggregates Limited, an insolvent person

TAKE NOTICE THAT:

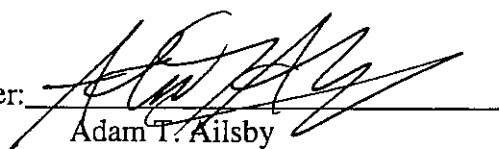
1. Conexus Credit Union 2006, a secured creditor, intends to enforce its security on the insolvent person's property described below:
 - (a) All of the debtor's present and after acquired property.
 - (b) All of the debtor's present and after acquired property including but not limited to accounts receivable, equipment, goods, chattel paper, securities, documents of title, instruments, money, intangibles, insurance and all other proceeds arising directly or indirectly from the disposition, exchange, loss, replacement, renewal, destruction of or dealing with the debtor's property.
 - (c) Property and equipment listed in the attached Schedule "A".
2. The security that is to be enforced is the following:

A General Security Agreement dated April 5, 2004; and
A Specific Security Agreement dated August 26, 2015;
3. The total amount of the indebtedness secured by the security is set out in letters from KMP Law to Croft Aggregates Limited dated July 30, 2020.
4. The secured creditor will not have the right to enforce the security until after the expiry of the ten (10) day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Regina, Saskatchewan, this 30th day of July, 2020.

Conexus Credit Union 2006
By its solicitors, KMP Law

Per: _____


Adam T. Ailsby

SCHEDULE "A"
TO
NOTICE OF INTENTION TO ENFORCE SECURITY

- 1) Conveyor, Serial No. M12080405;
- 2) Clemro Screening Plant, Serial No. FIL0105;
- 3) Water Pump, Serial No. VFD;
- 4) Kolberg 1336-70, Serial No. 596;
- 5) Kolberg 1300, Serial No. 64013367;
- 6) Kolberg 1300, Serial No. 64013367;
- 7) Kolberg 1300, Serial No. 64013367;
- 8) Kolberg 1300, Serial No. 64013367;
- 9) Shop Built Lattice Conv 30X65, Serial No. LTC03980013;
- 10) 2005 Cummings 100KW Transformer, Serial No. NH250G;
- 11) Western M2000A 80 Ton Scale, Serial No. S1208;
- 12) Can Car Storage Van – Unit 1522, Serial No. 3991002;
- 13) 27" Storage, Serial No. 2H8R02815F8037503;
- 14) Cat 3406 250KW Generator, Serial No. 5GA01424;
- 15) Telsmith Heavy Duty Conveyor, Serial No. 333M163;
- 16) Stanford 250KW Generator, Serial No. E920488269;
- 17) Single Screw Course Material Washer, Serial No. E920488269;
- 18) 1979 Alco 14 x 68 Mobile Home, Serial No. J64443TT3;
- 19) 1998 Case 1845C Skid Steer, Serial No. JAF0196575;
- 20) 2003 980G Caterpillar Loader, Serial No. CAT0980GJAWH00783;
- 21) 20' Container, Serial No. PCIU3359078;
- 22) 2003 Cat D8R Dozer, Serial No. CAT00D8RE6YZ01450;
- 23) Linkbelt 7400 Excavator, Serial No. 31F6448B;
- 24) 2005 Cat – attached 72in wide clean out bucket, Model 330C, Serial No. CAT0330CPCAP01976;
- 25) Fab Tec 5 x 16 Wash Plant, Serial No. 5163W24605;
- 26) Telesmith 3 Deck Screener, Serial No. 3077;
- 27) BCS Software Systems (The Aggregate Tracker);
- 28) Feeder, Serial No. OF527;
- 29) 8 Cubic Yard Ramsey Company Scraper Bucket; and
- 30) 2003 Superior Telestacker – Model 36 x 130 TS130, Serial No. 5283to.

Secured Equipment Also Secured by BDC

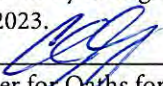
- 31) 1979 Cancar T/A 45' - Control Can with Cummins 200KW 3723991002-11639414;
- 32) Barber Greene Portable Belt Feeder Conveyor;
- 33) Cedarapids 5 x 16 Screen & 26 x 24 Screw 34F1488;
- 34) Custombuilt 24 x 30 Conveyor;
- 35) Custombuilt 30 x 50 Portable Conveyor;
- 36) Custombuilt 36 x 75 Portable Conveyor 29-1238;
- 37) Kolman 24 x 100 Stacking Conveyor;
- 38) Kolman 24 x 100 Stacking Conveyor;
- 39) 1984 Thunderbird Ty-90 Tower Yarder Y9038;


- 40) 1974 Fiat Allis HD16 DP Crawler Tractor 19S13450;
- 41) 1993 Hamm's Tandem Tank Pup Trailer 2G9TCNR25P1011066;
- 42) 1986 Cedarapids 54" Classic Cone Crusher Plant 0105-2310385;
- 43) Cedarapids Twin 6 x 20 Screen Plant 562303D8;
- 44) Cedarapids Portable Belt Feeder E527;
- 45) 2012 Kohlberg Pioneer 36 x 60 Portable Conveyor -411695;
- 46) EI-Russ 36 x 115 Radial Stacking Conveyor;
- 47) 1994 Utility T/A 48' Control Van C-18-Cat 550KW 1UYVS2488RM261301;
- 48) 1979 Fruehauf S/A 28' Control Van w/Console DXR472802;
- 49) 2009 Caterpillar 980H Wheel Loader CAT0980HKJMS05192;
- 50) 2002 Caterpillar 3458L Hydraulic Excavator CAT0345BPAGS01249;
- 51) 2006 Caterpillar 966H Wheel Loader CAT0966HLA6D00149;
- 52) 1983 Madill C110T Swing Tower Yarder 60110;
- 53) 1996 Case 184C Skid Steer Loader JAF0196575;
- 54) Custombuilt 30 x 80 Portable Conveyor HR041907-4;
- 55) Miller Portable 302P Diesel Welder LE122862;
- 56) 1978 Caterpillar V80D Forklift 74 x 387;
- 57) 2000 Fab-Tec Portable 8 x 14 Feeder BF361712200;
- 58) Custombuilt 36 x 100 Portable Conveyor;
- 59) Clemro Portable Belt Feeder;
- 60) Clemro Portable 5 x 18 Screen Plant 0650-2056;
- 61) 1989 Kolberg 36 x 125 Stacking Conveyor 89-133-70569;
- 62) 1994 Utility T/A 48' Control Van 3406-Cat 320KW 1UYVS2484LT316114;
- 63) Mormak 36 x 60 Portable Conveyor - 1490421400;
- 64) 1989 Comet S/A 28' Control Van w Cummins 100KW 2WWCD09A5KR000017;
- 65) Custombuilt Portable Feeder Conveyor;
- 66) Custombuilt 36 x 25 Conveyor;
- 67) Custombuilt 36 x 75 Portable Conveyor;
- 68) Custombuilt 36 x 60 Portable Conveyor;
- 69) Mormak 36 x 80 Stacking Conveyor 70459;
- 70) 2012 Kohlberg Pioneer 36 x 60 Portable Conveyor -411701;
- 71) 2010 Toledo 11 x 90 Heavy Duty Truck Scale 1114405-1GD;
- 72) 2010 Toldeo 11 x 90 Heavy Duty Truck Scale;
- 73) 1994 Lykal 12 x 56 Double End Wellsite LSW125607150694;
- 74) 2004 Masaba 30 x 110 Radial Stacking Conveyor;
- 75) 2012 Kohlberg Pioneer 36 x 60 Portable Conveyor -411696;
- 76) 1981 Elrus Feeder & 6 x 16 Screen Plant ER91LF130;
- 77) 2012 Kohlberg Pioneer 36 x 60 Portable Conveyor -411697;
- 78) 1995 Gator 32 x 42 Jaw Crusher Feeder Plant;
- 79) 2005 Caterpillar 980H Wheel Loader CAT0980HLJMS00680;
- 80) Cedarapids 54" Rollercone 2 Cone Crusher M2187;
- 81) 1983 Polar American Control Van w/Tower Console 1PMR04325D3036844;
- 82) 1997 Dorsey T/A 48' Power Van 3412-Cat 545KW 1DTV61721VA251455;
- 83) 2009 Caterpillar 336DL Hydraulic Excavator CAT0336DHW3K00265;
- 84) 2003 Caterpillar D8R II Crawler Tractor CAT00D8RE6YZ01450;
- 85) 2005 Bobcat S175 Track Skid Steer Loader 525219426;

- 86) Miller Portable 250NT Gas Welder LC431936;
- 87) 2006 Caterpillar 950G II Wheel Loader CAT0950GCBA01161;
- 88) 2010 Precision 10 x 80 Heavy Duty Truck Scale 10-395;
- 89) 2001 Caterpillar 972G Wheel Loader 4WW00588;
- 90) 1989 Caterpillar 950E Wheel Loader 22Z04248;
- 91) 2010 Pacific 11 x 90 Heavy Duty Truck Scale 925847;
- 92) 1990 Case 821 Wheel Loader JAK0023732;
- 93) 1994 Spaulding Portable 5 x 16 Screen Plant TR225-94-2098;
- 94) Swift 36 x 100 Radial Stacking Conveyor;
- 95) Telsmith 3-9 x7 Vibrating Grizzly Plant 353M163;
- 96) 2011 Pacific 11 x 90 Heavy Duty Truck Scale 153207;
- 97) 2001 John Deere 330LC Hydraulic Excavator FF0330X081257;
- 98) 2007 Caterpillar Godwin CD150M Portable Pump 16MPF06186D046280;
- 99) 2011 GMC 2500 Crewcab PU 1GT121C89BF102421;
- 100) 2010 Precision 11 x 90 Heavy Duty Truck Scale 206422;
- 101) 2004 GMC 2500 Crewcab PU 1GTHK23224F266502;
- 102) 2004 Caterpillar 3054 Diesel Engine & 40 KW OLY00000LNPF03604;
- 103) Custombuilt 36 x 75 Conveyor;
- 104) Custombuilt 36 x 100 Conveyor;
- 105) 2005 Caterpillar 3406 Diesel Engine & 320 KW 1DZ09925 / C6B00716;
- 106) Morsky 36 x 60 Portable Conveyor;
- 107) Ramsey 6 Cubic Yard Dredge Bucket 062;
- 108) Ramsey 8 Cubic Yard Dredge Bucket 059;
- 109) Custombuilt 36 x 75 Conveyor;
- 110) 2010 Buick Enclave CXL 5GALVCED5AJ171268;
- 111) Lincoln 300 AMP Electric Welder;
- 112) WRT 4 x 8 Two Deck Screen Plant;
- 113) Monrach Electric Water Pump;
- 114) Monrach Electric Water Pump;
- 115) Monrach Electric Water Pump;
- 116) Ingersoll Rand 25 KW Portable Light Tower;
- 117) Ingersoll Rand 25 KW Portable Light Tower;
- 118) Ingersoll Rand 25 KW Portable Light Tower;
- 119) Ingersoll Rand 25 KW Portable Light Tower;
- 120) Custombuilt 36 x 75 Conveyor; and
- 121) Slough PTO Water Pump.

This is Exhibit "P" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day
of September, 2023.



A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~ 

FORBEARANCE AND TOLLING AGREEMENT

This Forbearance and Tolling Agreement (“**Agreement**”) dated for reference the 6th day of December, 2022 (the “**Effective Date**”)

AMONG: **CONEXUS CREDIT UNION 2006**, a credit union continued pursuant to *The Credit Union Act, 1985*, SS 1984-85-86, c C-45.1, having a branch located in Saskatoon, Saskatchewan (“**Conexus**”)

AND: **CROFT AGGREGATES LIMITED**, a corporation incorporated pursuant to the laws of Saskatchewan and carrying on business in the vicinity of Pilot Butte, Saskatchewan (the “**Debtor**”)

AND: **DOUGLAS WAYNE CROFTS**, an individual residing in the vicinity of Lumsden, Saskatchewan (“**Douglas**”)

AND: **SANDRA GAIL CROFTS**, an individual residing in the vicinity of Lumsden, Saskatchewan (“**Sandra**”; together with Douglas, the “**Guarantors**”)

WHEREAS:

A. Conexus made credit available and advanced certain funds to the Debtor (the “**Credit Facilities**”) pursuant to, without limitation, the following agreements (collectively, the “**Credit Agreements**”), namely:

- (i) Offer to Finance dated April 7, 2009;
- (ii) Offer to Finance for Mortgage dated July 23, 2015;
- (iii) Offer to Finance dated August 9, 2016;
- (iv) Farm/Business Revolving Line of Credit Agreement dated August 29, 2016;
- (v) Application to Amend Term Loan dated October 12, 2017; and
- (vi) Amendment Agreement – Mortgage dated June 15, 2018.

B. Douglas has guaranteed the obligations owing by the Debtor to Conexus by means of the following guarantees (the “**Douglas Guarantees**”), namely:

- (i) Guarantee and Postponement of Claim dated April 6, 2009, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$600,000.00 plus interest from the date of demand;
- (ii) Guarantee and Postponement of Claim dated November 14, 2014, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus

up to the maximum principal sum of \$505,000.00 plus interest from the date of demand;

- (iii) Guarantee and Postponement of Claim dated August 26, 2015, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$1,875,000.00 plus interest from the date of demand; and
- (iv) Guarantee and Postponement of Claim dated August 29, 2017, pursuant to which Douglas guaranteed all of the obligations owing by the Debtor to Conexus in an unlimited amount.

C. Sandra has guaranteed the obligations owing by the Debtor to Conexus by means of the following guarantees (the “**Sandra Guarantees**”; and together with the Douglas Guarantees, the “**Guarantees**”), namely:

- (i) Guarantee and Postponement of Claim dated April 6, 2009, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$600,000.00 plus interest from the date of demand;
- (ii) Guarantee and Postponement of Claim dated November 14, 2014, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$505,000.00 plus interest from the date of demand;
- (iii) Guarantee and Postponement of Claim dated August 26, 2015, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus up to the maximum principal sum of \$1,875,000.00 plus interest from the date of demand; and
- (iv) Guarantee and Postponement of Claim dated August 29, 2017, pursuant to which Sandra guaranteed all of the obligations owing by the Debtor to Conexus in an unlimited amount.

D. In order to secure the payment and performance of the Debtor’s obligations to Conexus in regard to the Credit Facilities, the Debtor delivered to and in favour of Conexus the following real property security (the “**Real Property Security**”):

- (i) Mortgage dated August 26, 2015 in the principal amount of \$1,875,000.00, registered against Surface Parcel #111654884, NE-06-18-18 W2 Ext. 12; and
- (ii) Assignment of Leases and Rents dated August 26, 2015, registered against Surface Parcel #111654884, NE-06-18-18 W2 Ext. 12.

E. In order to secure the payment and performance of the Debtor’s obligations to Conexus in regard to the Credit Facilities, the Debtor also delivered to and in favour of Conexus the following personal property security (the “**Personal Property Security**”, and together with the Real Property Security, the “**Security**”):

- (i) General Security Agreement dated April 5, 2004, under which the Debtor agreed to provide Conexus with a security interest in all of its present and after-acquired personal property; and
- (ii) Specific Security Agreement dated August 26, 2015, under which the Debtor agreed to provide Conexus with a security interest in all of its present and after-acquired equipment situated at or used in connection with Surface Parcel #111654884, NE-06-18-18 W2 Ext. 12.

F. As at **December 6, 2022**, the total aggregate amount of indebtedness owing by the Debtor to Conexus pursuant to the Credit Agreements and the Credit Facilities is **\$8,356,097.15** (the “**Indebtedness**”), particulars of which are as follows:

| | |
|-----------------------------------|-----------------------|
| Line of Credit Loan #15038072 | \$2,508,736.04 |
| QuickLine Loan #15038072-03 | \$351,113.30 |
| Mortgage Loan #10538072-08 | \$1,997,702.98 |
| Commercial Term Loan #10538072-10 | \$3,498,544.83 |
| TOTAL: | \$8,356,097.15 |

- G. The Debtor is in default of its obligations to Conexus pursuant to the Credit Agreements, including, without limitation, as a result of its failure to pay the Indebtedness when same became due and owing to Conexus and as a result of the Debtor’s failure to make the required payments of property taxes in respect of the Mortgaged Lands.
- H. Douglas is in default of his obligations to Conexus pursuant to the Douglas Guarantees by failing to satisfy his obligations to Conexus on demand, as described herein.
- I. Sandra is in default of her obligations to Conexus pursuant to the Sandra Guarantees by failing to satisfy her obligations to Conexus on demand, as described herein.
- J. The Debtor and the Guarantors acknowledge and agree that:
 - (i) the Indebtedness is due and payable in full to Conexus by the Debtor;
 - (ii) the Indebtedness is due and payable in full to Conexus by each of the Guarantors; and
 - (iii) the entry into this Agreement by Conexus is intended as a short-term solution to provide sufficient time for the Debtor to restructure its financial affairs in order to pay out the Credit Facilities and retire its obligations to Conexus in full.
- K. The Debtor, Douglas, and Sandra have requested that Conexus forbear from immediate enforcement of the Security and the Guarantees and have requested that Conexus provide

the Debtor, Douglas, and Sandra with additional time within which to attempt to restructure their business and financial affairs and to obtain financing to repay the Indebtedness.

- L. In order to induce Conexus to forbear from the immediate enforcement of the Security, the Debtor will voluntarily execute and deliver to and in favour of Conexus:
- (i) a Consent Order pursuant to Section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), whereby the Debtor voluntarily consents to an Order of the Court of King’s Bench for Saskatchewan (the “**Court**”) appointing a receiver of all assets, properties, and undertakings of the Debtor (the “**Consent Receivership Order**”), to be held in trust by Conexus’s legal counsel in accordance with the terms of this Agreement;
 - (ii) a collateral mortgage in the maximum principal amount of \$8,500,000.00 (the “**Replacement Mortgage**”), to charge and be registered against Surface Parcel #111654884, NE 06-18-18 W2 Ext. 12; Surface Parcel #111654918, NW 06-18-18 W2 Ext. 15; and Surface Parcel #111654895, Blk/Par B Plan No 101145114 Ext. 13 (the “**Debtor Lands**”); and
 - (iii) an Assignment of Leases and Rents, to charge and be registered against the Debtor Lands (the “**Replacement Assignment of Leases and Rents**”, and together with the Consent Receivership Order and the Replacement Mortgage, the “**Additional Security**”).
- M. Conexus has agreed, upon certain terms and conditions more particularly described in this Agreement, to forbear from the immediate enforcement of the Security and the Guarantees.
- N. The parties hereto consider it to be in their best interests to enter into this Agreement in order to confirm the terms and conditions upon which Conexus has agreed to forbear from the immediate enforcement of the Security and the Guarantees.

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of each of which is hereby acknowledged by the Debtor, Douglas, and Sandra, the parties agree as follows:

1. Acknowledgement

- 1.1 Recitals. The Debtor and the Guarantors acknowledge, represent and warrant to Conexus that the recitals set out above in recital paragraphs A through N (inclusive) hereof are accurate and complete in every respect and form an important part of this Agreement.
- 1.2 Acknowledgement of Indebtedness, Security, and Guarantees. The Debtor and the Guarantors hereby acknowledge, represent and warrant that the Indebtedness is currently outstanding and owing to Conexus by the Debtor, that the Security is valid and enforceable by Conexus against the Debtor in accordance with its terms, and that the

Guarantees are valid and enforceable against the respective Guarantors in accordance with their terms.

1.3 Acknowledgement of Default. The Debtor and the Guarantors hereby acknowledge, represent and warrant that:

- (a) the Debtor is presently in default of its obligations to Conexus in regard to the payment of the Indebtedness pursuant to the Credit Agreements;
- (b) the Guarantors are presently in default of their respective obligations to Conexus in regard to the payment of the Indebtedness pursuant to their respective Guarantees;
- (c) the Debtor has been duly served by Conexus with:
 - (i) a common-law demand calling for payment of the Indebtedness and giving notice of Conexus's intention to enforce its security; and
 - (ii) a Notice of Intention to Enforce a Security pursuant to section 244 of the BIA; and
- (d) the Guarantors have each been duly served by Conexus with a common-law demand calling for payment of the Indebtedness and giving notice of Conexus's intention to enforce its security;

and that, subject to this Agreement, all of these demands and notices remain in full force and effect.

1.4 Acknowledgement of Non-Applicability of Farm Debt Legislation. The Debtor and the Guarantors each hereby acknowledge, represent and warrant that they are not "farmers" within the meaning of *The Saskatchewan Farm Security Act* or the *Farm Debt Mediation Act* (Canada), that none of the lands owned or formerly owned by the Debtor comprise "farm land" within the meaning of *The Saskatchewan Farm Security Act*, and that none of the assets of the Debtor are being, or have been, used in farming.

1.5 Acknowledgement of Forbearance. The Debtor and the Guarantors hereby acknowledge that they have requested of Conexus, and Conexus has agreed (upon the terms and conditions more particularly described in this Agreement), to forbear from the immediate enforcement of the rights of Conexus pursuant to the Credit Agreement, the Security, and the Guarantees. The Debtor and the Guarantors further acknowledge that the entry into this Agreement by Conexus is intended as a short-term solution to provide sufficient time for the Debtor and the Guarantors to restructure their financial affairs.

1.6 Acknowledgment and Agreement Regarding Appraisals. Without limiting anything in the Credit Agreements or the Security, the Debtor hereby irrevocably agrees and acknowledges that Conexus has the right to attend, or have any of its agents, appraisers, engineers, or inspectors attend, upon the Debtor Lands for the purpose of inspecting,

appraising, or valuing the said lands and/or the aggregates available to be extracted therefrom, at any time during or after the Forbearance Period.

2. Waiver and Release

2.1 The Debtor and the Guarantors:

- (a) acknowledge and agree that the administration by Conexus of the Credit Facilities and the Indebtedness and the actions of Conexus in entering into this Agreement have been fair and reasonable;
- (b) waive and agree not to assert or cause to be asserted, and are hereby estopped from asserting or causing to be asserted, any defences, rights or claims with respect to the administration by Conexus of the Credit Facilities and/or the Indebtedness and/or the actions of Conexus in entering into this Agreement;
- (c) acknowledge and agree that none of Conexus's existing rights and remedies, and none of the defaults of the Debtor or the Guarantors, have been or are hereby waived;
- (d) release and remise Conexus from any and all claims with respect to the administration of the Indebtedness, the Credit Facilities and/or the actions of Conexus in entering into this Agreement; and
- (e) acknowledge and agree that the Debtor and the Guarantors have entered into this Agreement freely and without coercion by Conexus or any of its directors, officers, agents or legal counsel.

3. Forbearance

3.1 Forbearance. Subject always to the terms and conditions of this Agreement, Conexus agrees that, provided that no further breaches of the Credit Agreement or this Agreement occur during the Forbearance Period (as hereinafter defined), Conexus will neither make a demand for payment of the Indebtedness nor proceed to enforce its rights pursuant to the Security or the Guarantees during such Forbearance Period.

3.2 Forbearance Period. The forbearance period referred to in Section 3.1 hereof shall commence on December 6, 2022 and shall expire at 11:59 p.m. (Saskatoon, Saskatchewan time) on January 15, 2023, or such later date (if any) as Conexus (in its sole discretion) may subsequently agree to in writing (the "**Forbearance Period**").

3.3 Further Forbearance Regarding Guarantees.

- (a) Conexus agrees that it will not take any action to enforce the Guarantees until sixty (60) days have elapsed following the Forbearance Period and, notwithstanding anything else in this Forbearance and Tolling Agreement, the term "Forbearance Period" will, in relation to the Guarantees and the Guarantors, include this additional 60-day period.

- (b) For greater certainty, this section 3.3 will not in any manner effect the enforceability of the Credit Agreements, the Security, or the Additional Security, all of which will be immediately enforceable in accordance with their terms upon expiration of the Forbearance Period.
- 3.4 Total Principal and Interest Due Upon Termination of Forbearance Period. The Debtor and (subject to section 3.3 hereof) the Guarantors unconditionally and irrevocably acknowledge and agree that, upon termination or expiry of the Forbearance Period, the total outstanding amount of all principal, interest and other charges owing to Conexus in respect of the Indebtedness shall, without any requirement for further notice by Conexus, be immediately due and payable to Conexus, unless otherwise extended by Conexus (in its sole discretion) in accordance with Section 3.4 hereof or unless such outcome is otherwise varied in accordance with the terms and subject to the conditions of this Agreement.
- 3.5 Credit Agreements Survive. Except as expressly amended by this Agreement, the Credit Agreements remain in full force and effect.
- 3.6 Further Forbearance Period. Conexus may, in its absolute and unfettered discretion (but shall not be obligated, required or expected to) grant a further period of forbearance or extend the Forbearance Period, but Conexus shall not in any event be obligated to grant any such extensions under any circumstances, and nothing in this Agreement shall constitute any representation, warranty or acknowledgment by Conexus that it intends to, or will, grant any such extension.
- 4. Conditions of Forbearance.**
- 4.1 Obligations During Forbearance Period. Throughout the Forbearance Period, except as specifically provided for in this Agreement,
- (a) the Debtor shall not sell, transfer, pledge, encumber or otherwise deal with any material assets (including any equipment), except as provided in this Agreement and for sales of inventory in the ordinary course of business of the Debtor, without obtaining the advance consent of Conexus in writing; and
- (b) in the event that any funds are derived in any manner whatsoever from transactions involving the assets of the Debtor contrary to section 4.1(a) hereof, such funds shall be held in trust by the Debtor for Conexus (jointly with Business Development Bank of Canada (“BDC”)), and forthwith paid over to counsel for Conexus and/or counsel to BDC, in trust.
- 4.2 Certain Proceedings. In the event that any proceedings under the BIA or the *Companies’ Creditors Arrangement Act* (Canada) (the “CCAA”) (or any other proceedings in which a stay of proceedings against creditors may be ordered) are commenced by, against or in respect of the Debtor, the Debtor irrevocably agrees that Conexus shall not be subject to any stay of proceedings and that the collateral which is the subject of the Security shall not be subject to any priority or priming charges (whether granted under the BIA, the

CCAA or otherwise). The Debtor irrevocably agrees not to seek or support the granting of an Order contrary to this Section 4.2.

4.3 Additional Security. The Debtor agrees to execute and deliver at the time of the execution of this Agreement the Consent Receivership Order, the Replacement Mortgage and the Replacement Assignment of Leases and Rents substantially in the forms attached respectively as **Schedule “A”**, **Schedule “B”** and **Schedule “C”** to this Agreement.

4.4 Provision of Information. The Debtor and the Guarantors shall provide all financial information as required from time to time by the Credit Agreements and shall keep Conexus fully apprised of its efforts with respect to the restructuring of its business and financial affairs as Conexus may require from time to time including, for greater certainty, providing upon request any and all information and documentation pertaining to the relationship between the Debtor and KF Aggregates and the activities of KF Aggregates on the Debtor Lands.

5. Events of Default Under this Agreement

5.1 Default.

- (a) The Debtor and the Guarantors acknowledge and agree that the breach by the Debtor or the Guarantors of any term, condition, or provision of this Agreement shall constitute an event of default under this Agreement (each an “**Event of Default**”).
- (b) Without limiting the generality of the foregoing, it shall be an Event of Default pursuant to this agreement if Conexus determines, in its sole and absolute discretion, that there has been a material adverse change to the business or financial position of the Debtor, or that the collateral charged with the Security (or any part thereof) is in jeopardy.

6. Effect of Termination or Expiry of this Agreement

6.1 Termination. Conexus may terminate this Agreement upon one day’s written notice to the Debtor upon the occurrence of an Event of Default.

6.2 Effect of Termination. Each of the parties hereto agrees that, in the event of the termination of this Agreement:

- (a) this Agreement (save and except for Sections 1.1, 1.2, 1.3, 1.4, 1.6, 3.4, 3.5, 4.2, 4.3, 4.4, and Articles 2, 5, 6, and 7 hereof) shall be of no further force and effect against any of the parties hereto; and
- (b) if, upon termination of this Agreement, any portion of the Indebtedness remains outstanding, the Debtor and the Guarantors consent to the immediate enforcement by Conexus of all of its rights under this Agreement and at law (as the case may be), including, without limitation, the enforcement by Conexus of all rights and remedies of Conexus pursuant to the Credit Facilities, the Security, and the

Guarantees, without further notice, demand or request for payment being made upon the Debtor or the Guarantors including, without limitation, the issuance of the Consent Receivership Order in favour of Conexus against the Debtor and the enforcement of the Replacement Mortgage and the Replacement Assignment of Leases and Rents.

7. **Miscellaneous**

7.1 **Binding Effect.** The Debtor and the Guarantors expressly represent and warrant to Conexus that the Debtor and the Guarantors have the full capacity to enter into and perform their obligations hereunder.

7.2 **Extension of Limitation Period.** The Debtor and the Guarantors agree that:

- (a) any limitation period set out in *The Limitations Act* (Saskatchewan) and any limitation period arising pursuant to or by reason of any other statute or principle of law (in any case, a “**Limitation Period**”) is hereby altered and extended so that such Limitation Period shall not limit or preclude the commencement or continuation of any claim or proceeding until after the elapsing of six (6) years from the day of this Agreement;
- (b) without otherwise limiting Section 7.2(a), the parties specifically agree that the two (2) year Limitation Period set out in section 5 of *The Limitations Act* (Saskatchewan) is hereby amended and extended by agreement of the parties to six (6) years; and
- (c) each of the Debtor and the Guarantors hereby irrevocably waives reliance upon and is and shall be estopped from relying upon and pleading in defence of any action to recover the Indebtedness (including to sue in respect of the Indebtedness, or on the Guarantees, or to realize upon the Security) any Limitation Period other than as calculated in accordance with Section 7.2(a) and (b) hereof.

7.3 **Entire Agreement.** Except as expressly provided for herein, this Agreement represents the entire agreement among the parties in respect of the matters provided for in this Agreement, and any changes or variations made to this agreement are only effective if made in writing and signed by all parties. No amendment or variation hereof shall be binding unless agreed to in writing by all parties.

7.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein. Each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of Saskatchewan.

7.5 **Notices.** Any notice required to be given to any party hereunder may be given to that party at the address set out in **Schedule “D”** hereto. For greater certainty, each of the Debtor, Douglas, and Sandra agree that Conexus may serve any and all Court documents

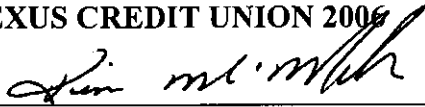
relating to the Indebtedness, the Security, or any other related matters between Conexus and the Guarantors at the address specified in Schedule D.

- 7.6 Enurement. This Agreement shall enure to the benefit of and be binding upon the Debtor and the Guarantors and their respective heirs, executors, administrators, successors and permitted assigns (as the case may be).
- 7.7 Severability. If any one or more of the provisions contained in this Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 7.8 Records of Conexus. The records of Conexus shall be *prima facie* proof of the outstanding amount of the Indebtedness owed by the Debtor to Conexus, the amount of any payment made, the amount of any part of the Indebtedness which is in default and any notice or demand being made.
- 7.9 Exercise of Rights. The parties agree that all of the rights and remedies of Conexus hereunder and under any agreement delivered pursuant hereto are cumulative and are in addition to, without prejudice to and shall not be deemed to exclude any other right or remedy allowed to Conexus hereunder or any agreement delivered pursuant hereto, except as specifically set out herein. The parties also agree that all rights and remedies of Conexus may be exercised concurrently.
- 7.10 Time of the Essence. The parties agree that time shall be of the essence of this Agreement in all respects.
- 7.11 Further Assurances. The parties hereby agree that they shall execute such further documents, deeds and assurances, and that they will do all such acts as may be reasonably required to fully implement the intent of this Agreement.
- 7.12 No Waiver. No condoning, excusing or waiver by any party of any default, breach or non-observance by another party at any time or times with respect to any covenants or provisos contained in this Agreement shall constitute a waiver by that party of its rights to act upon such or further default, breach or non-observance.
- 7.13 Counterparts. This Agreement may be executed in two or more counterparts, and may be signed by facsimile or other means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the Effective Date first written above.

[*Signature page follows.*]

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

CONEXUS CREDIT UNION 2006

Per: 

CROFT AGGREGATES LIMITED

(Seal)

Per: _____

Title: _____

I/we have the authority to bind Croft Aggregates Ltd.

Witness

DOUGLAS WAYNE CROFTS

Witness

SANDRA GAIL CROFTS

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the Effective Date.

CONEXUS CREDIT UNION 2006

Per: _____

CROFT AGGREGATES LIMITED

(Seal)

Per: *Doug Crofts*

Title: *Pres / Mgr*

I/we have the authority to bind Croft Aggregates Ltd.

Witness *[Signature]*

Witness *[Signature]*

Doug Crofts
DOUGLAS WAYNE CROFTS

Sandra Crofts
SANDRA GAIL CROFTS

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

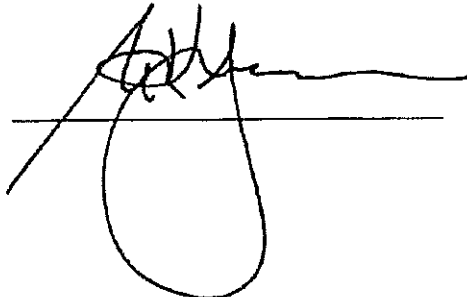
I, M. Kim Anderson, K.C. of the City of Saskatoon in the Province of Saskatchewan MAKE OATH AND SAY THAT:

1. THAT I attended upon by electronic means and did see DOUGLAS WAYNE CROFTS, who is named in the attached Forbearance Agreement, duly sign and execute the same for the purposes named therein.

2. THAT the same was executed at the City of Regina in the Province of Saskatchewan and that I am the subscribing witness thereto.

3. THAT I know the said DOUGLAS WAYNE CROFTS and he is in my belief of the full age of eighteen years or more.

SWORN BEFORE ME at)
City of Saskatoon)
in the Province of Saskatchewan)
this 14th day of December, 2022.)
)
)
)
)
)
)



A handwritten signature in black ink, appearing to read 'M. Kim Anderson', is written over a horizontal line. Below the line is a large, hand-drawn oval shape.

M. Kim Anderson
A Commissioner for Oaths in and
for the Province of Saskatchewan
My appointment expires: February 28, 2026
-OR-Being a Solicitor -

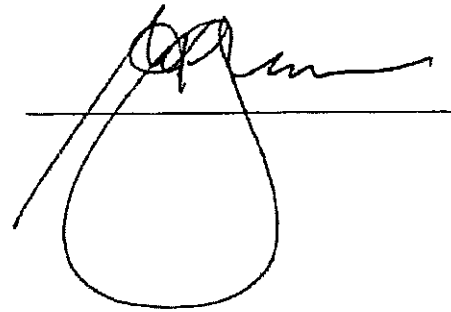
AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, M. Kim Anderson, K.C. of the City of Saskatoon in the Province of Saskatchewan MAKE OATH AND SAY THAT:

1. THAT I attended upon by electronic means and did see SANDRA GAIL CROFTS, who is named in the attached Forbearance Agreement, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the City of Regina in the Province of Saskatchewan and that I am the subscribing witness thereto.
3. THAT I know the said SANDRA GAIL CROFTS and she is in my belief of the full age of eighteen years or more.

SWORN BEFORE ME at)
City of Saskatoon)
in the Province of Saskatchewan)
this 14th day of December, 2022.)



A handwritten signature in black ink, appearing to read 'M. Kim Anderson', is written over a horizontal line. Below the line is a large, hand-drawn teardrop-shaped circle.

M. Kim Anderson
A Commissioner for Oaths in and
for the Province of Saskatchewan
My appointment expires: February 28, 2026
~~-OR- Being a Solicitor-~~

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

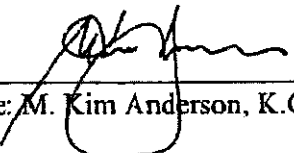
TO: Conexus Credit Union 2006 ("Conexus")

On the 12th day of December, 2022, I was consulted by **Douglas Wayne Crofts ("Douglas")** in his presence alone as to the effect of his executing the attached Forbearance Agreement dated for reference the 6th day of December, 2022 among Conexus, Croft Aggregates Limited, Sandra Gail Crofts, and Douglas.

I explained to him the nature of the document described above and advised him fully as to the liability which he would incur by executing it. I also advised him fully as to the manner in which such liability could be enforced by Conexus. Douglas has informed me, and I am satisfied, that he fully understands the nature and effect of executing the Forbearance Agreement and that in executing the Forbearance Agreement he is acting freely and not under any undue influence exercised by the officers, employees, or agents of Conexus or by any other person.


I have given this advice to Douglas as his solicitor (and in my capacity as legal counsel to Croft Aggregates Limited and Sandra Crofts) and without regard to or consideration for the interests of Conexus or any other person in connection with this matter.

Yours very truly,

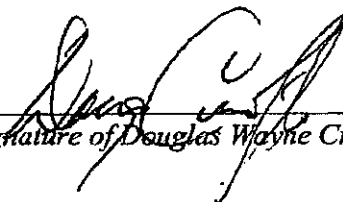


Name: M. Kim Anderson, K.C.

I, Douglas Wayne Crofts, hereby acknowledge that all of the statements made in this Certificate are true and that M. Kim Anderson, K.C. in advising me herein was consulted by me as my personal solicitor.



Signature of M. Kim Anderson as Witness



Signature of Douglas Wayne Crofts

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

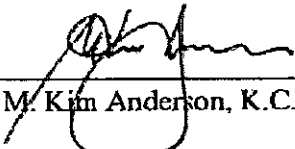
TO: Conexus Credit Union 2006 ("Conexus")

On the 12th day of December, 2022, I was consulted by **Sandra Gail Crofts** ("Sandra") in her presence alone as to the effect of his executing the attached Forbearance Agreement dated for reference the 6th day of December, 2022 among Conexus, Croft Aggregates Limited, Douglas Wayne Crofts, and Sandra.

I explained to her the nature of the document described above and advised him fully as to the liability which she would incur by executing it. I also advised her fully as to the manner in which such liability could be enforced by Conexus. Sandra has informed me, and I am satisfied, that she fully understands the nature and effect of executing the Forbearance Agreement and that in executing the Forbearance Agreement she is acting freely and not under any undue influence exercised by the officers, employees, or agents of Conexus or by any other person.

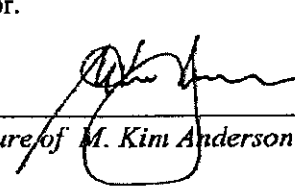
I have given this advice to Sandra as her solicitor (and in my capacity as legal counsel to Croft Aggregates Limited and Douglas Crofts) and without regard to or consideration for the interests of Conexus or any other person in connection with this matter.

Yours very truly,



Name: M. Kim Anderson, K.C.

I, Sandra Gail Crofts, hereby acknowledge that all of the statements made in this Certificate are true and that M. Kim Anderson in advising me herein was consulted by me as my personal solicitor.



Signature of M. Kim Anderson as Witness



Signature of Sandra Gail Crofts

SCHEDULE A

Consent Receivership Order

COURT FILE NUMBER **KBG-SA-_____ -20__**

**COURT OF KING'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY**

JUDICIAL CENTRE **SASKATOON**

IN THE MATTER OF THE RECEIVERSHIP OF CROFT AGGREGATES LIMITED

CONSENT RECEIVERSHIP ORDER

Before the Honourable * Justice * in Chambers the _ day of _____, 20__.

Upon the application of CONEXUS CREDIT UNION 2006 in respect of CROFT AGGREGATES LIMITED (the "**Debtor**"); and upon having read the Originating Application, the Affidavit of *; and upon reading the consent of * to act as receiver ("**Receiver**"); and upon noting the consent endorsed hereon of CROFT AGGREGATES LIMITED; all filed; and upon hearing counsel for CONEXUS CREDIT UNION 2006;

The Court Orders:

SERVICE

1. To the extent required, the time for service of notice of the application for this order is hereby abridged and service thereof is deemed good and sufficient.

APPOINTMENT

2. Pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("**BIA**") and section 64(8) of *The Personal Property Security Act, 1993*, SS 1993, c P-6.2 (the "**PPSA**") * is hereby appointed Receiver, without security, of all of assets, undertakings and properties of the Debtor acquired for, or used in relation to the business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. The Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property, and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:
 - (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, protect and maintain control of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part other business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties including, without limitation, those conferred by this Order;
- (e) to purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to or by the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding, and provided further that nothing in this Order shall authorize the Receiver to defend or settle the action in which this Order is made unless otherwise directed by this Court;
- (k) to market any or all the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

- (i) without the approval of this Court in respect of any transaction not exceeding \$ *, provided that the aggregate consideration for all such transactions does not exceed \$*; and
- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause, and in each such case notice under section 59(10) of the PPSA shall not be required;
- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. (i) The Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver

all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

5. All Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto provided, however, that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or documents prepared in contemplation of litigation or due to statutory provisions prohibiting such disclosure.
6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require, including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

7. No proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

8. No Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court, provided, however, that nothing in this Order shall: (i) prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement, if such Proceeding is not commenced before the expiration of the

stay provided by this paragraph; or (ii) affect a Regulatory Body's investigation in respect of the Debtor or an action, suit or proceeding that is taken in respect of the Debtor by or before the Regulatory Body, other than the enforcement of a payment order by the Regulatory Body or the Court. "**Regulatory Body**" means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Debtor or the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this paragraph shall: (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on; (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a mortgage or security interest; or (iv) prevent the registration or filing of a lien or claim for lien or the commencement of a Proceeding to protect a lien or other rights that might otherwise be barred or extinguished by the effluxion of time, provided that no further steps shall be taken in respect of such lien, claim for lien or Proceeding except for service of the initiating documentation on the Debtor and the Receiver. The stay and suspension shall not apply in respect of any "**Eligible Financial Contract**" as defined in section 65.1 of the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. No Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, including, without limitation, insurance coverage, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an Eligible Financial Contract with the Debtor from terminating such contract or exercising any rights of set-off, in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including, without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

12. All funds, monies, cheques, instruments and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale or disposition of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further order of this Court.

EMPLOYEES

13. Subject to the employees’ rights to terminate their employment, all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5), 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*, SC 2005, c 47.
14. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. (a) Notwithstanding anything in any federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arose or environmental damage that occurred:
 - (i) before the Receiver’s appointment; or

- (ii) after the Receiver's appointment unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.
- (b) Nothing in sub-paragraph (a) exempts a Receiver from any duty to report or make disclosure imposed by a law referred to in that sub-paragraph.
- (c) Notwithstanding anything in any federal or provincial law, but subject to sub-paragraph (a) hereof, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, the Receiver is not personally liable for failure to comply with the order, and is not personally liable for any costs that are or would be incurred by any person in carrying out the terms of the order,
 - (i) if, within such time as is specified in the order, within ten (10) days after the order is made if no time is so specified, within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, or during the period of the stay referred to in clause (ii) below, the Receiver:
 - A. complies with the order, or
 - B. on notice to the person who issued the order, abandons, disposes of or otherwise releases any interest in any real property affected by the condition or damage;
 - (ii) during the period of a stay of the order granted, on application made within the time specified in the order referred to in clause (i) above, within ten (10) days after the order is made or within ten (10) days after the appointment of the Receiver, if the order is in effect when the Receiver is appointed, by,
 - A. the court or body having jurisdiction under the law pursuant to which the order was made to enable the Receiver to contest the order; or
 - B. the court having jurisdiction in bankruptcy for the purposes of assessing the economic viability of complying with the order; or
 - (iii) if the Receiver had, before the order was made, abandoned or renounced or been divested of any interest in any real property affected by the condition or damage.

Nothing in this Order shall derogate from the protection afforded to the Receiver by section 14.06 of the BIA or any other applicable legislation.

LIMITATION ON THE RECEIVER'S LIABILITY

16. Except for gross negligence or wilful misconduct, as a result of its appointment or carrying out the provisions of this Order the Receiver shall incur no liability or obligation that exceeds an amount for which it may obtain full indemnity from the Property. Nothing in this Order shall derogate from any limitation on liability or other protection afforded to the Receiver under any applicable law, including, without limitation, Sections 14.06, 81.4(5) or 81.6(3) of the BIA.

RECEIVER'S ACCOUNTS

17. The Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements and the Receiver and counsel to the Receiver shall be entitled to, and are hereby granted, a charge (the "**Receiver's Charge**") on the Property as security for such fees and disbursements both before and after the making of this Order in respect of these proceedings, and the Receivers' Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
18. The Receiver and its legal counsel shall pass their accounts from time to time.
19. Prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

20. The Receiver shall be at liberty and is hereby empowered to borrow, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not at any time exceed \$* (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges set out in sections 14.06(7), 81.4(4) and 81.6(2) of the BIA.
21. Neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

22. The Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.
23. The monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ALLOCATION

24. Any interested party may apply to this Court, on notice to any other party likely to be affected, for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the various assets comprising the Property.

GENERAL

25. The Receiver may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
26. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
27. Unless otherwise ordered by this Court, the Receiver will report to the Court from time to time, which reporting is not required to be in affidavit form and shall be considered by this Court as evidence.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
29. The Receiver shall be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and for the recognition that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
30. The Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

31. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

NOTICE AND SERVICE

32. The Applicant shall, within ten (10) days of the date of this Order, cause a true copy of this Order to be served by prepaid ordinary mail on all Persons to whom the Receiver is required to send notice pursuant to section 245(1) of the BIA (the “Notice”).
33. The Notice shall be deemed to have been received on the seventh day after mailing.
34. The Notice served pursuant to paragraph 32 above shall be accompanied by a cover letter in the form attached as Schedule “B” to this Order.
35. The Electronic Case Information and Service Protocol attached as Schedule “C” hereto (the “Protocol”) is approved and adopted for these proceedings. Terms which are capitalized herein but otherwise not defined shall bear the respective meanings ascribed to them in the Protocol. Service of documents made in accordance with the Protocol shall (subject to review by the Court at the time of any application) constitute valid and effective service. A Case Website shall be established in accordance with the Protocol with the following URL: *. Applications in respect of this matter may be made upon three days notice.
36. The failure of any Person to forward a Request for Electronic Service or a Request for Facsimile Service to the Service List Keeper shall release the Receiver, the Applicant, and any other interested Person serving court materials in this matter from any requirement to provide further notice in respect of these proceedings to any such Person until such time as a properly completed request for such service is received from such Person by each of the counsel for the Receiver and the Applicant.
37. The Applicant and the Receiver shall be at liberty to serve the Notice on any other interested Person by prepaid ordinary mail, courier, personal delivery, facsimile or other electronic transmission to such Persons at their respective addresses as last shown on the records of the Applicant.

ISSUED at the City of Saskatoon, in the Province of Saskatchewan, this ____ day of ____
_____, 20__.

DEPUTY LOCAL REGISTRAR

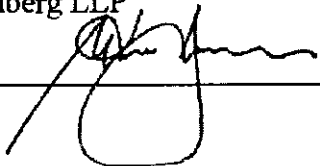
This Receivership Order consented to in form and substance this ____ day of November, 2022.

CONEXUS CREDIT UNION 2006, by its
solicitors and authorized agents, MLT Aikins LLP

Per: _____

This Receivership Order consented to in form and substance this 14th day of December, 2022.

CROFT AGGREGATES LIMITED, by their
solicitors and authorized agents, Robertson
Stromberg LLP

Per:  _____

This document was delivered by: *

- TO:** a) name
address
- b) name
address
- c) name
address

SCHEDULE B
Supplemental Mortgage

SCHEDULE C

Supplemental Assignment of Leases and Rents

SCHEDULE D

Addresses For Notice

To the Debtor
and the Guarantors:

c/o Robertson Stromberg LLP
600 – 105 21st Street East
Saskatoon, SK S7K 0B3
Attention: M. Kim Anderson, K.C.
E-mail: mk.anderson@rslaw.com

To Conexus:

c/o MLT Aikins LLP
1201 – 409 3rd Ave S
Saskatoon, SK S7K 5R5
Attention: Paul Olfert and Shay Brehm
E-mail: POlfert@mltaikins.com / SBrehm@mltaikins.com

May 26, 2023

MLT Aikins LLP
1201 – 409 3rd Avenue South
Saskatoon, SK S7K 5R5

REFER TO: PAUL E. FEDOROFF
DIRECT DIAL: (306) 665-5405
FAX NO.: (306) 652-1323
E-MAIL: pfedoroff@mcDougallGauley.com
Assistant: SHIELBY BRAUN
Direct dial: (306) 665-5422
Email: sbraun@mcDougallGauley.com
Our File No.: 554292.13

Attention: Paul Olfert

via Email

Dear Mr. Olfert:

Re: Conexus Credit Union 2006 ("Conexus") v Croft Aggregates Limited ("Croft") Demand for Information Pursuant to Section 18 of *The Personal Property Security Act, 1993*

We are counsel to KF Aggregates Inc. ("**KF Aggregates**").

We write in response to your letter dated March 29, 2023 wherein your client, Conexus, demanded information pursuant to section 18 of *The Personal Property Security Act, 1993*.

As you know, KF Aggregates registered a commercial lien against various pieces of equipment (the "**Equipment**") owned by Croft (the "**Commercial Lien**"). The Commercial Lien was registered against the Equipment in the Saskatchewan Personal Property Registry on July 31, 2020 under registration #3020638 (collectively, the "**Equipment**").



The Equipment is currently being stored on certain lands that are being leased by KF Aggregates from Croft. KF Aggregates is in exclusive possession and control of the lands upon which the Equipment is being stored.

KF Aggregates, at the direction of Croft, agreed to repair the Equipment. Enclosed to this letter are copies of the invoices and ledgers evidencing these repairs (the "**Invoices**"). The Invoices cover repairs and storage services from July 1, 2020 to April 30, 2023.

To further secure KF Aggregates' interest in the Equipment the parties entered into two agreements: (i) an Equipment Lease Agreement dated April 1, 2020; and (ii) an Equipment Purchase Agreement dated November 15, 2020 (collectively, the "**Purchase Agreements**"). Under the terms of the Purchase Agreements the parties agreed that KF Aggregates earn gain equity in the Equipment for, *inter alia*, the repairs and storage costs that it has incurred on Croft's behalf with respect to the Equipment. We enclose copies of the Purchase Agreements.

This is Exhibit "Q" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023.


A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
Or Being a Solicitor 

BARRISTERS + SOLICITORS
www.mcdougallgauley.com

KF Aggregates asserts a Commercial Lien in the amount of \$596,219.35. This amount may increase if, for example, additional repairs are required.

Yours truly,

McDougall Gauley LLP

Per:



PAUL E. FEDOROFF

PEF/skb

Enclosures

KF Aggregates Inc.
 Box 4
 Lajord SK S0G 2V0
 (306) 789-3979
 execadmin@kf1899.com
 Business Number 808041560



INVOICE

BILL TO
 Croft Aggregates
 Box 727
 Pilot Butte SK S0G 3Z0

INVOICE # 1751
DATE 01/07/2020
DUE DATE 31/07/2020
TERMS Net 30

| DESCRIPTION | QTY | RATE | TAX | AMOUNT |
|---|-----|----------------------|------------|---------------------|
| Repair parts on Croft Aggregates equipment. Equipment list set out in Schedule A . | 1 | 81,289.25 | GST/PST SK | 81,289.25 |
| Repair labour on Croft Aggregates equipment. Equipment list set out in Schedule A . | 1 | 64,880.50 | GST/PST SK | 64,880.50 |
| See attached " Schedule A" | | | | |
| | | SUBTOTAL | | 146,169.75 |
| | | GST @ 5% | | 7,308.49 |
| | | PST (SK) @ 6% | | 8,770.19 |
| | | TOTAL | | 162,248.43 |
| | | BALANCE DUE | | \$162,248.43 |

TAX SUMMARY

| | RATE | TAX | NET |
|---------------|------|----------|------------|
| GST @ 5% | | 7,308.49 | 146,169.75 |
| PST (SK) @ 6% | | 8,770.19 | 146,169.75 |

Please note our office location has changed to: Box 4, Lajord, SK S0G 2V0

Please remit payments to this address

KF Aggregates Recycling Inc.
Sales by Product/Service Detail
 August 2020 - April 2023

| Date | Transaction Type | # | Customer | Memo/Description | Sales Price | Amount | GST | PST | Total Amount |
|------------|------------------|------|------------------|---|-------------|----------------------|--------|-----------|----------------------|
| 31/07/2021 | Invoice | 2875 | Croft Aggregates | Equipment repairs paid by KF Aggregates on Croft equipment that was rented Aug 1, 2020 to 31-JUL-2021 Taxes were paid | 161,540.72 | 161,540.72 | | | \$ 161,540.72 |
| 31/07/2021 | Invoice | 2876 | Croft Aggregates | Croft Equipment insurance portion Aug 1, 2020 to July 31, 2021 that was paid by KF Aggregates, pet paid | 9,431.62 | 9,431.62 | | | \$ 9,431.62 |
| | | | | | | \$ 190,972.34 | | | \$ 190,972.34 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | CAT D9B check low power issue | 7,301.21 | \$ | 365.06 | \$ 438.07 | \$ 8,104.34 |
| 30/11/2021 | Invoice | 3302 | Croft Aggregates | CAT 972D wheel loader | 822.30 | \$ | 41.12 | \$ -0.34 | \$ 917.75 |
| 30/11/2021 | Invoice | 3308 | Croft Aggregates | 980H -L1, check engine light | 865.00 | \$ | 34.25 | \$ 41.10 | \$ 940.35 |
| 30/11/2021 | Invoice | 3308 | Croft Aggregates | 980H Wheel loader A8000148- repairs | 1,747.61 | \$ | 87.37 | \$ 104.84 | \$ 1,939.83 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | Cat 730 rock truck R2, replace oil pressure sensor | 445.00 | \$ | 22.25 | \$ 26.70 | \$ 493.95 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | CAT 950H -repair AC | 4,873.00 | \$ | 233.65 | \$ 280.38 | \$ 5,387.03 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | Cat 730 rock truck R2, replace rear suspension, replaced brake pads, window | 11,178.88 | \$ | 558.98 | \$ 670.78 | \$ 12,409.47 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | 980H -L1, service machine, replace Hydraulic hose | 887.50 | \$ | 44.38 | \$ 53.25 | \$ 985.13 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | 980H -L1, service machine, replace blower assembly | 2,658.00 | \$ | 132.90 | \$ 159.48 | \$ 2,950.38 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | Cat 730 rock truck R2, servicing | 1,828.29 | \$ | 91.41 | \$ 109.70 | \$ 2,029.40 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | CAT D9B , radio, Ripper weld on nose for skid | 495.00 | \$ | 24.75 | \$ 29.70 | \$ 549.45 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | 980H -L1, service machine, install steering hose and top up Hydraulic fluid | 1,195.93 | \$ | 59.80 | \$ 71.76 | \$ 1,327.49 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | 980H CAT wheel loader -hoses | 474.00 | \$ | 23.70 | \$ 28.44 | \$ 526.14 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | 980H CAT wheel loader -labour | 720.00 | \$ | 36.00 | \$ 43.20 | \$ 799.20 |
| 30/11/2021 | Invoice | 3309 | Croft Aggregates | 980 H , lamp, LED | 467.28 | \$ | 23.36 | \$ 28.04 | \$ 518.68 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | Install new center drive shaft, replace u joints, repair steering column - Labour - 6 x \$120.00 | 1,017.60 | \$ | 50.88 | \$ 61.05 | \$ 1,129.54 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | 3412 Cat Genetal (Croft) - Cam shaft, Blars, pins, angle oil, manifold studs, gaskets, seals, lock nuts, spacers, pins, spacers, roller, prewing pump | 4,424.08 | \$ | 221.20 | \$ 265.44 | \$ 4,910.73 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | Frighn - Flaming parts and camshaft | 278.80 | \$ | 13.94 | \$ 16.60 | \$ 309.34 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | 3412 Genetal - Crusher - 10R-0400 Starter Motor, 7N-0718 Master Switch | 1,571.48 | \$ | 78.57 | \$ 94.29 | \$ 1,744.34 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | Labour - check rough running engine at Belle Plaine - 4 x \$120.00 | 698.00 | \$ | 34.90 | \$ 41.88 | \$ 774.78 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | 3412 genetal (crusher) labour | 1,272.00 | \$ | 63.60 | \$ 76.32 | \$ 1,411.92 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | 3412 Genetal crusher, install new reactor assembly, replace thermistors- Croft expense-parts | 11,440.12 | \$ | 572.01 | \$ 686.41 | \$ 12,698.53 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | Labour - Repair Genetal Hot Bits shop - 61 x \$120.00 | 8,457.20 | \$ | 422.86 | \$ 511.38 | \$ 9,391.44 |
| 31/05/2022 | Invoice | 3907 | Croft Aggregates | 980H L1 Wheel Loader - U Joints and bolts | 918.13 | \$ | 45.91 | \$ 55.05 | \$ 1,019.12 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Used Tire | 174.00 | \$ | 8.70 | \$ 10.49 | \$ 194.14 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Shop Supplies | 9.33 | \$ | 0.47 | \$ 0.56 | \$ 10.36 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Medium Truck Tire changeover | 40.28 | \$ | 2.01 | \$ 2.42 | \$ 44.71 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Parts | 2.65 | \$ | 0.13 | \$ 0.16 | \$ 2.94 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Repair deadbolt on Croft Office Trailer that Haylene is working on. | 207.87 | \$ | 10.39 | \$ 12.47 | \$ 230.74 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Service Call Base Rate CAT | 106.00 | \$ | 5.30 | \$ 6.36 | \$ 117.66 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Croft - Model DD4 - Labour | 381.80 | \$ | 19.09 | \$ 22.90 | \$ 423.58 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Croft - Cat D9B Dozer - Labour | 870.40 | \$ | 43.52 | \$ 52.42 | \$ 966.34 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | labour | 1,399.20 | \$ | 69.96 | \$ 83.95 | \$ 1,553.11 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Croft - Cat 730 Rock Truck R3 - oil, glass, water separator, filters, seal | 812.25 | \$ | 40.61 | \$ 48.74 | \$ 899.60 |
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Labour | 1,760.80 | \$ | 88.04 | \$ 106.85 | \$ 1,955.69 |

Croft Equipment repairs Aug. 1, 2020 to April 30, 2023-with out CAT 330

KF Aggregates Recycling Inc.
Sales by Product/Service Detail
 August 2020 - April 2023

| Date | Transaction Type | # | Customer | Memo/Description | Sales Price | Amount | OST | PST | Total Amount |
|------------|------------------|------|------------------|--|-------------|--------|--------|--------|--------------|
| 31/07/2022 | Invoice | 4301 | Croft Aggregates | Croft - 880H L1 Wheel Loader - augments, tooth, pin, receiver, bolt, nut, wear arm assembly, wiper blade, air switch, air seal compressor assembly | 3,833.72 | \$ | 191.69 | 230.02 | \$ 4,255.43 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - CAT 968H Wheel Loader | 1,613.09 | \$ | 80.85 | 76.79 | \$ 1,770.73 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - 860H J4500793 (New Unit #L7) | 3,098.50 | \$ | 154.93 | 183.91 | \$ 3,437.34 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Service call for CAT - repair, supplies | 484.84 | \$ | 24.24 | 23.09 | \$ 532.17 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft Madi D44 Yarder - gas over machine complete list of parts needed to get machine running | 635.00 | \$ | 31.80 | 38.16 | \$ 704.96 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - Cat D6R Dozer | 1,779.08 | \$ | 88.83 | 106.59 | \$ 1,974.50 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - Cat 860H J4500660 - oil filter, fuel filter, cab filter, 500 hr service | 781.22 | \$ | 37.56 | 45.07 | \$ 863.85 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - 860H Wheel Loader - repairs | 3,227.49 | \$ | 161.87 | 194.25 | \$ 3,583.61 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - Cat 730 Rock Truck - Unit #R2 | 1,747.74 | \$ | 87.38 | 104.83 | \$ 1,939.95 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - Twin Screener - Beam Frame | 2,035.20 | \$ | 101.76 | 122.11 | \$ 2,259.07 |
| 30/09/2022 | Invoice | 4711 | Croft Aggregates | Croft - Cat 730 Rock Truck - Unit #R3 | 481.60 | \$ | 24.38 | 29.26 | \$ 535.24 |
| 30/11/2022 | Invoice | 5109 | Croft Aggregates | 3412 General Crusher - Croft, pmt included | 1,155.59 | \$ | 59.85 | 71.82 | \$ 1,287.26 |
| 30/11/2022 | Invoice | 5108 | Croft Aggregates | Cat 730 Rock Truck R2 - Croft, pmt included | 1,043.04 | \$ | 52.15 | 62.58 | \$ 1,157.77 |
| 30/11/2022 | Invoice | 5107 | Croft Aggregates | R3 Cat 730 Rock Truck - suspension block, shaft assembly, u joints, PG1 included 730 Rock Truck R3 (Croft) - bellows, suspension cylinder, suspension block, oil seal, brake pads, brake line, seal kit, bearing, ring, hood wiring, pmt included | 5,645.40 | \$ | 272.42 | 326.90 | \$ 6,244.72 |
| 30/03/2023 | Invoice | 5422 | Croft Aggregates | Cat 3412 Genset (Croft Unit) (Crusher Station) - engine oil filter, air filter, fuel filter, water separator, pmt included | 10,855.61 | \$ | 537.78 | 539.34 | \$ 11,932.73 |
| 30/03/2023 | Invoice | 5426 | Croft Aggregates | Labour - 25 hrs, pmt included | 504.74 | \$ | 25.24 | 30.28 | \$ 560.26 |
| 30/03/2023 | Invoice | 5432 | Croft Aggregates | Labour - 25 hrs, pmt included | 3,180.00 | \$ | 159.00 | 190.40 | \$ 3,529.40 |
| 30/03/2023 | Invoice | 5431 | Croft Aggregates | Cat 730 Rock Truck R3 (Croft) - 8x120, pmt included | 838.00 | \$ | 41.90 | 38.16 | \$ 918.06 |
| 30/03/2023 | Invoice | 5422 | Croft Aggregates | Cat D6R Dozer (Croft) - blade 16 cylinder, injector seal kit, valve cover gasket, u joints - pmt included | 5,691.84 | \$ | 284.59 | 341.51 | \$ 6,317.94 |
| 30/03/2023 | Invoice | 5431 | Croft Aggregates | Cat 730 Rock Truck R3 (Croft) - 8x120, pmt included | 763.20 | \$ | 38.16 | 45.79 | \$ 847.15 |
| 30/03/2023 | Invoice | 5430 | Croft Aggregates | 4x120, pmt included | 868.20 | \$ | 43.41 | 50.53 | \$ 962.14 |
| 30/03/2023 | Invoice | 5428 | Croft Aggregates | Cat 3412 Genset - 4x120, pmt included | 568.80 | \$ | 28.44 | 30.53 | \$ 627.77 |
| 30/03/2023 | Invoice | 5420 | Croft Aggregates | Cat 860H Wheel Loader L1 (Croft) - cylinder hose kit, pmt included in price | 1,011.48 | \$ | 50.57 | 60.69 | \$ 1,122.74 |
| 30/03/2023 | Invoice | 5432 | Croft Aggregates | Repairs for D6 Cat, pmt included | 100.81 | \$ | 5.04 | 6.05 | \$ 111.90 |
| 30/03/2023 | Invoice | 5431 | Croft Aggregates | Cat 730 Rock Truck R3 (Croft Unit) - 4x120, pmt included | 508.80 | \$ | 25.44 | 30.53 | \$ 564.77 |
| 30/03/2023 | Invoice | 5426 | Croft Aggregates | Cat Generator - break in, pmt included | 847.50 | \$ | 42.38 | 50.85 | \$ 940.73 |
| 30/03/2023 | Invoice | 5430 | Croft Aggregates | Cat 730 Rock Truck R2 (Croft) - fuel lines, PST included | 188.00 | \$ | 9.40 | 9.54 | \$ 206.94 |
| 30/03/2023 | Invoice | 5423 | Croft Aggregates | Cat D6H Dozer (Croft) - engine oil filter, fuel filter, bottom roller, track tension, pmt included | 994.06 | \$ | 49.70 | 59.64 | \$ 1,103.40 |
| 30/03/2023 | Invoice | 5427 | Croft Aggregates | Light Plant (Croft Unit) - 8x120, pmt included | 1,017.60 | \$ | 50.88 | 61.06 | \$ 1,129.54 |
| 30/03/2023 | Invoice | 5421 | Croft Aggregates | Cat 860H Loader L3 B (Croft) - transmission harness, modulating valve, solenoid, pmt included | 2,446.00 | \$ | 122.30 | 146.76 | \$ 2,715.06 |
| 30/03/2023 | Invoice | 5423 | Croft Aggregates | R3 Cat 730 Rock Truck (Croft) - repair starter wiring (truck at Lipton), pmt included | 1,144.80 | \$ | 57.24 | 68.69 | \$ 1,270.73 |
| 30/03/2023 | Invoice | 5424 | Croft Aggregates | Clemco Screener (Croft) - brake system and lights, pmt included | 3,052.80 | \$ | 152.64 | 183.17 | \$ 3,388.61 |
| 30/03/2023 | Invoice | 5433 | Croft Aggregates | Unit #2 Cat 730 Rock Truck (Croft) - Labour 2 hrs, pmt included | 254.40 | \$ | 12.72 | 15.26 | \$ 282.38 |
| 30/04/2023 | Invoice | 5551 | Croft Aggregates | Caterpillar 972G Wheel Loader - CHOFFT - 7 hrs labour | 890.40 | \$ | 44.52 | 53.42 | \$ 988.34 |
| 30/04/2023 | Invoice | 5551 | Croft Aggregates | Croft Agg Conveyer/Belt Screener - 8 Hours Labour | 1,017.80 | \$ | 50.89 | 61.06 | \$ 1,129.75 |
| 30/04/2023 | Invoice | 5551 | Croft Aggregates | 14 hrs labour | 1,780.80 | \$ | 89.04 | 106.85 | \$ 1,976.69 |
| 30/04/2023 | Invoice | 5551 | Croft Aggregates | Cat 730 R1 (Croft) - Labour 14 hours | 1,780.80 | \$ | 89.04 | 106.85 | \$ 1,976.69 |
| 30/04/2023 | Invoice | 5551 | Croft Aggregates | 3 hrs labour | 361.80 | \$ | 18.09 | 22.50 | \$ 412.39 |
| 30/04/2023 | Invoice | 5551 | Croft Aggregates | 28 hours labour | 3,688.80 | \$ | 184.44 | 221.33 | \$ 4,094.57 |

Croft Equipment repairs Aug. 1, 2020 to April 30, 2023-with out CAT 330

KF Aggregates Recycling Inc.
Sales by Product/Service Detail
 August 2020 - April 2023

| Date | Transaction Type | # | Customer | Memo/Description | Sales Price | Amount | GST | PST | Total Amount |
|------------|------------------|------|------------------|---|----------------------|---------------------|---------------------|----------------------|--------------|
| 30/04/2023 | Invoice | 3551 | Croft Aggregates | 3412 Caterpillar Crusher General - CROFT - parts | | 519.67 | \$ 25.30 | \$ 31.38 | \$ 576.33 |
| 30/04/2023 | Invoice | 3551 | Croft Aggregates | Unit #RT2 730 Cat Rock Truck - CROFT - 6 hrs labour | | 763.20 | \$ 38.16 | \$ 45.79 | \$ 847.15 |
| 30/04/2023 | Invoice | 3551 | Croft Aggregates | Unit #R3 - 730 Cat Rock Truck - CROFT - parts | | 4,865.30 | \$ 243.27 | \$ 281.72 | \$ 5,209.68 |
| 30/04/2023 | Invoice | 3551 | Croft Aggregates | Caterpillar D8R Dozer - CROFT - parts | | 1,117.24 | \$ 55.86 | \$ 67.63 | \$ 1,240.73 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - Caterpillar D8R 6Y201430 - tracks | | 15,370.00 | \$ 768.50 | \$ 922.70 | \$ 17,060.70 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - Caterpillar 986H ASD00140 - Operator seat assembly | | 2,858.00 | \$ 142.90 | \$ 173.08 | \$ 3,204.48 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - Caterpillar 730 Rock Truck #3 - check transmission leak and repair | | 968.90 | \$ 48.44 | \$ 59.33 | \$ 1,076.67 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - Caterpillar 950H JMS003192 - batteries and installation | | 1,293.20 | \$ 64.66 | \$ 77.59 | \$ 1,435.45 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - Caterpillar 730 Rock Truck #2 - wheel bearing bushing u joints, freight | | 5,158.90 | \$ 257.85 | \$ 309.63 | \$ 5,726.38 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - C16 Genmat - parts and labour | | 13,160.82 | \$ 658.04 | \$ 795.65 | \$ 14,614.51 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - TY-90 Dregge - automatic oil (part) and labour | | 1,825.16 | \$ 91.26 | \$ 111.58 | \$ 2,028.00 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Croft - Caterpillar 9725G Wheel Loader - batteries, check over labour | | 1,017.80 | \$ 50.89 | \$ 61.66 | \$ 1,130.35 |
| 30/04/2023 | Invoice | 3552 | Croft Aggregates | Caterpillar 986H JMS00680 - batteries and installation-croft | | 911.00 | \$ 45.55 | \$ 54.70 | \$ 1,011.25 |
| | | | | | \$ 218,817.84 | \$ 10,845.88 | \$ 13,135.06 | \$ 242,798.78 | |

| Amount | GST | PST | Total Amount |
|---------------|--------------|--------------|---------------|
| \$ 409,889.98 | \$ 20,445.00 | \$ 13,135.06 | \$ 443,470.04 |

Tuesday, May 09 2023 09:37:24 a.m. GMT-7 - Actual Base

EQUIPMENT LEASE AGREEMENT

This Agreement made effective the 1st day of April, 2020 (the "Effective Date").

BETWEEN:

CROFT AGGREGATES LIMITED

(the "Lessor")

AND:

KF AGGREGATES INC.

(the "Lessee")

(collectively the "Parties")

WHEREAS:

1. The Lessor is the owner of the equipment more particularly described in Schedule "A" to this Agreement, as may be amended, substituted, and initialled by the Parties from time to time (the "Equipment").
2. The Lessor and the Lessee have agreed to the lease of the Equipment on the terms and conditions set out herein, and the Lessor has the right and has obtained the necessary consents to lease the Equipment to the Lessee in accordance with the Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 LEASE OF EQUIPMENT

1.01 The Lessee hereby leases the Equipment from the Lessor who in turn agrees to lease the Equipment to the Lessee, for the term and subject to the conditions set forth in this Agreement.

ARTICLE 2 TERM OF LEASE

2.01 The Lease shall be for a term of five years, to commence upon the Effective Date and expire and be fully at an end at 11:59 p.m. on the 31st day of March, 2025 (the "Term"), unless otherwise terminated or extended by the agreement of the Parties.

**ARTICLE 3
RENT**

3.01 The Lessee shall make an advance payment of \$42,624.00 at the beginning of the Term, the receipt of which is hereby acknowledged by the Lessor, following which the Lessee shall make monthly rental payments of \$20,500.00 (the "Rent") on the first day of each month for the balance of the Term.

3.02 If the Lessee fails to make a rental payment within 10 days of the first of a given month, the Lessee agrees to pay the Lessor interest on the outstanding amount at a rate of 12% per annum.

**ARTICLE 4
OWNERSHIP AND USE OF EQUIPMENT**

4.01 During the Term, title to the Equipment shall at all times remain in the name of the Lessor at the Lessee's risk.

4.02 At the end of the Term, the Lessee shall return the Equipment to the Lessor in the same condition as set out in the Rental and Delivery Control Sheet attached as Schedule B.

**ARTICLE 5
OPTION TO PURCHASE**

5.01 Provided the Lessee is not in default of any of the terms of this Agreement, the Lessee shall have the option to purchase the Equipment at the end of the Term for a purchase price of \$1,100,500.00 less the Rent paid by the Lessee during the Term, and the costs of any repairs, maintenance, and other expenses (inclusive of taxes) incurred by the Lessee during the Term.

5.02 Without limiting the generality of Section 5.01, the Lessor acknowledges that it is currently indebted to the Lessee in the amount of \$162,248.43 for the Lessee's provision of labour and materials to repair and maintain certain items of the Equipment, as identified in the Lessee's commercial lien registration #302063833, the costs of which shall be credited to the purchase price of the Equipment in the event the Lessee exercise the option to purchase the Equipment at the end of the Term.

**ARTICLE 6
OPERATION**

6.01 It is the responsibility of the Lessee that it be proficient and competent with respect to the use and operation of the Equipment as defined in *The Occupational Health and Safety Regulations, 1996* (the "Regulations"), and the Lessee acknowledges that it is familiar with the Regulations and the sections applicable to the operation of the Equipment.

**ARTICLE 7
MAINTENANCE**

7.01 The Lessor is responsible for daily and preventative maintenance for the Equipment as per the owner's manuals (i.e., oil changes, filter service, greasing). Any damage to tires, glass, paint, etc. is the responsibility of the Lessee (other than normal wear and tear).

7.02 If the Equipment is returned with noticeable damage due to operator neglect, additional charges may result.

**ARTICLE 8
INSURANCE**

8.01 The Lessee agrees to maintain in full force and effect during the Term of this Agreement (in a form acceptable to the Lessor) the following insurance policies:

- (a) a public liability and property damage insurance policy, naming the Lessor as a co-insured in respect of liability for injuries, death, and damage to or loss of use of property resulting from the use or operation of the Equipment to an aggregate amount of not less than \$2,000,000.00 per accident or occurrence; and
- (b) an automobile policy, naming the Lessor as a loss-payee or the equivalent, in respect of all loss or damage to the Equipment from fire, theft, collision, or any other perils included as a comprehensive coverage under a standard automobile policy, with such policy to insure each item of Equipment for its full replacement value and have a deductible clause not exceeding \$5,000.00 for each accident or occurrence.

8.02 All insurance policies shall provide a 10-day cancellation notice to the Lessor and shall contain a standard subrogation risk waiver as against the Lessor.

8.03 The Lessee agrees to deliver to the Lessor proof of the required insurance in a form acceptable to the Lessor upon request and to maintain such policies for the term of this Agreement.

8.04 If Lessee fails to pay the insurance premiums when due, the Lessor, in its unfettered discretion, may elect to pay the premiums (and other costs) itself and add the amounts to the next Rent payment falling due and such premiums or other costs shall be secured by this Agreement to the same extent as the Rent reserved herein.

**ARTICLE 9
GENERAL**

9.01 The recitals to this Agreement are true in fact and both the recitals and schedules hereto form an integral part of this Agreement.

9.02 Each of the parties hereto agrees to execute such further and other documents as may be necessary to give effect to this Agreement according to its tenore and intent.

9.03 Time shall be of the essence in this Agreement.

9.04 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9.05 This Agreement constitutes the entire lease agreement between the parties with respect to the Equipment and supersedes all previous agreements and undertakings in any way relating to the subject matter hereof. The parties agree that there are no other representations, warranties, or conditions collateral hereto.

9.06 The parties agree that this Agreement shall be construed in accordance with the laws of the Province of Saskatchewan and each of the parties hereto attorn to and agrees to be bound by the jurisdiction of courts of competent jurisdiction for the Province of Saskatchewan.

9.07 This Agreement may be signed in any number of counterparts. Each such counterpart shall, for all purposes, be deemed an original. All such counterparts together shall constitute but one and the same agreement. A facsimile transmission or other electronic transmission capable of producing a printed copy hereof signed by any person named below will be sufficient to establish the signature of that person to constitute the consent in writing of that person to the foregoing agreement and, notwithstanding the date of execution, shall be deemed to be executed as of the date set forth above.

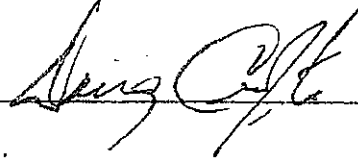
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IN WITNESS WHEREOF the parties have duly executed this Agreement as of the Effective Date.

CROFT AGGREGATES LIMITED

(c/s)

Per:



Name:

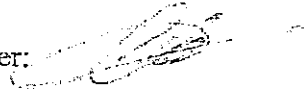
Position:

I have authority to bind the corporation

KF AGGREGATES INC.

(c/s)

Per:



Name: Clint Oles

Position: Managing Partner

I have authority to bind the corporation

EQUIPMENT PURCHASE AGREEMENT

Between:

CROFT AGGREGATES LIMITED ("Seller")

PO Box 727
Pilot Butte, SK S0G 3Z0

And

KF AGGREGATES INC. ("Purchaser")

PO Box 4
Lajord, SK S0G 2V0

DATED November 15, 2020

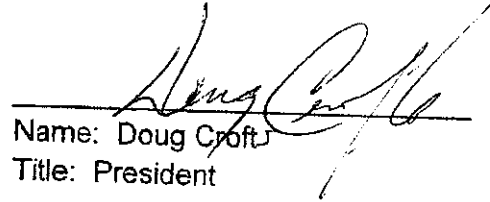
THEREFORE, the Parties agree to the following:

Whereas the parties entered into an Equipment Lease Agreement dated April 1, 2020 containing, among other terms, an option to purchase the equipment set out in Schedule A; whereas KF now wishes to exercise the option to purchase. Seller agrees to transfer any title documents and that all the equipment will be free from all liens and encumbrances.

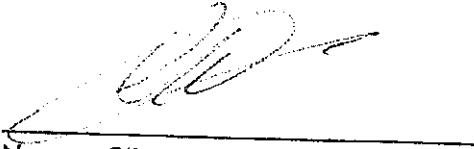
1. KF Aggregates Inc to purchase Croft equipment in schedule A from Equipment lease agreement dated April 1, 2020.
2. Croft Aggregates Limited to deduct equipment rental payments and repairs against the purchase price set out in article 5 (option to purchase) agreement dated April 1, 2020 set out in schedule B.
3. KF Aggregates agrees to purchase the equipment on December 15, 2020 for \$888,810.58 taxes included.

[Handwritten initials]

CROFT AGGREGATES LIMITED

Per: 
Name: Doug Croft
Title: President

KF AGGREGATES INC.

Per: 
Name: Clint Vos
Title: Managing Partner

CROFT AGGREGATES EQUIPMENT

| Unit | Year | Make | Model | SERIAL # |
|------|------|-------------------------------|-------------------------------|---------------------|
| 33 | 2005 | Caterpillar | 980H Wheel Loader | CAT0980HLJMS00680 |
| 34 | 2001 | Caterpillar | 972G Wheel Loader | 4WW00588 |
| 35 | N/A | Custom built | 36 X 75 Portable Conveyor | N/A |
| 36 | N/A | Custom built | 36 X 75 Portable Conveyor | N/A |
| 37 | N/A | Custom built | 30 X 75 Portable Conveyor | N/A |
| 38 | N/A | Mormak | 36 X 60 Portable Conveyor | 1490421400 |
| 39 | N/A | Custom built | 30 X 50 Portable Conveyor | N/A |
| 40 | N/A | Custom built | 36 X 25 Conveyor | N/A |
| 41 | N/A | Custom built | 36 X 100 Portable Conveyor | N/A |
| 42 | N/A | Morsky | 36 X 60 Portable Conveyor | N/A |
| 43 | N/A | Custom built | 36 X 75 Portable Conveyor | N/A |
| 44 | N/A | Custom built | 30 X 75 Portable Conveyor | N/A |
| 45 | N/A | Custom built | 36 X 75 Portable Conveyor | HR041907-4 |
| 46 | N/A | Custom built | 20' Storage Container | 29-1238 |
| 47 | 1994 | Lykal | 12 X 56 Double End Well site | PCIU3359078 |
| 48 | 1978 | Caterpillar | V80D Forklift | LSW125607150694 |
| 49 | 1993 | Hamm's | Tandem Tank Pup Trailer | 74X387 |
| 50 | N/A | Ingersoll Rand | 25 KW Portable Light Tower | 2G9TCNR25P1011066 |
| 51 | 2005 | Caterpillar | 3406 Diesel Engine & 320 KW | N/A |
| 52 | N/A | Caterpillar | 54" Rollercone 2 Cone Crusher | 1DZ09925/C6800716 |
| 53 | 1979 | Cedarapids - JCI Cone Crusher | Control Van w/Console | 9 |
| 54 | 1997 | Fruehauf 5/A 28' | Power Van w/3412-Cat 545KW | DXR472802 |
| 55 | 1994 | Dorsey T/A 48' | Control Van w/3406-Cat 320KW | 1DTV61721VA251455 |
| 56 | N/A | Utility T/A 48' | 27" Storage | 1uys2484t316114 |
| 57 | 1979 | Custom | Control Van w/Cummins 200KW | 2H8R02815F8037503 |
| 58 | 2010 | Can Car T/A 45' | 11 X 90 Western M2000A Scale | 3723991002-11639414 |
| 59 | 2009 | Toledo | 336DL Hydraulic Excavator | 51208 |
| 60 | 2004 | Caterpillar | 3054 Diesel Engine & 40 KW | CAT0336DHW3K00265 |
| 61 | 2007 | Caterpillar | CD150M Portable Pump | OLY00000LNPF03604 |
| 62 | 1984 | Caterpillar Godwin | TY - 90 Tower Yarder | 16MPF06186D046280 |
| 63 | N/A | Thunderbird | 6 Cubic Yard Dredge Bucket | Y9038 |
| 64 | 1983 | Ramsey | C110T Swing Yarder | 52 |
| 65 | N/A | Madill | 8 Cubic Yard Dredge Bucket | 60110 |
| 66 | N/A | Ramsey | 25 KW Portable Light Tower | 59 |
| 67 | N/A | Ingersoll Rand | 1336-70 - 75 Ft Conveyor | N/A |
| 68 | N/A | Koelberg | 3406 250KW Generator | 596 |
| 69 | N/A | Caterpillar | 51" Ripper (Yellow) | 5GA01424 |
| | | Caterpillar | | 8AW01603 |

CROFT AGGREGATES EQUIPMENT

| Unit | Year | Make | Model | SERIAL # |
|------|------|--------------------|--------------------------------|--------------------|
| 70 | 1994 | Spaulding | Portable 6x20 Screen Plant | 5163WZ4605 |
| 71 | 2013 | Atco | 12x60 Portable Office Unit | 260132513 |
| 72 | 2004 | Ford | F150 (149km) | 1FTPX14524NB34426 |
| 73 | 1976 | Link Belt | 7400 Hydraulic Excavator | 31G64488 |
| 74 | 1989 | Comet S/A 28' | Van w/Cummins 100KW | 2WWCD09A5KR000017 |
| 75 | 1979 | Alco | 14x68 Mobile Home | J64443TT3 |
| 1 | 2009 | Caterpillar | 980H Wheel Loader | CAT0980HKJMS05192 |
| 2 | 1995 | Gator | 32 X 42 Jaw Crusher Feeder | GATOR-8010-01 |
| 3 | N/A | Cedarapids | Portable Belt Feeder | 0F527 |
| 4 | N/A | Cedarapids | Portable Twin 6 X 20 Screen | 562303DB |
| 5 | 1986 | Cedarapids | 54" Classic Cone Crusher Plant | 0105-2310385 |
| 6 | 1989 | Kolberg | 36 X125 Stacking Conveyor | 89-133-70589 |
| 7 | N/A | EJ-Russ | 36 X115 Stacking Conveyor | G131 |
| 8 | N/A | Kolberg | 1300 - 75 ft Conveyor | 64013367 |
| 9 | N/A | Kolberg | 1300 - 75 ft Conveyor | 64113367 |
| 10 | N/A | Kolberg | 1300 - 75 ft Conveyor | 63913367 |
| 11 | N/A | Kolberg | 1300 - 75 ft Conveyor | 63813367 |
| 12 | 2011 | GMC (diesel) | 2500 Crewcab Pickup | 1GT121C89BF102421 |
| 13 | 2015 | GMC Diesel | Crewcab Pickup (220km) | 1GT120E80FF110369 |
| 14 | 1983 | Polar American 42' | Control Van w/Tower-Console | 1PMR04325D3036844 |
| 15 | 1994 | Utility T/A 48' | Control Van w/C-18-Cat 550KW | 1UJYVS2488RM261301 |
| 16 | N/A | Miller | Portable 250NT Gasoline Welder | LC431936 |
| 17 | N/A | Clemro | Portable Belt Feeder | N/A |
| 18 | N/A | Clemro | Portable 5 X 18 Screen Plant | FIL0105 |
| 19 | N/A | Telesmith | 3 x7 Vibrating Ghizzly Plant | 353M163 (3077) |
| 20 | 2012 | Kohlberg Pioneer I | 36 X 60 Portable Conveyor | 411697 |
| 21 | 2012 | Kohlberg Pioneer I | 36 X 60 Portable Conveyor | 411701 |
| 22 | 2010 | Kohlberg Pioneer I | 36 X 60 Portable Conveyor | 410281 |
| 23 | 2006 | Caterpillar | 966H Wheel Loader | CAT0966HLA6D00149 |

CROFT AGGREGATES EQUIPMENT

| Unit | Year | Make | Model | SERIAL # |
|------|------|---------------|----------------------------|-------------------|
| 24 | N/A | Barber Greene | Portable Belt Feeder | N/A |
| 25 | 2005 | Fab-Tec | 5 X 16 Wet Screen Plant | 5163W24605 |
| 26 | N/A | Custom | Lattice 30 x 65 | LTC03980013 |
| 27 | N/A | Custom built | 24 X 30 Conveyor | M12080405 |
| 28 | N/A | Cedarapids | 36 X 24 Wash Screw | 11313 |
| 29 | 2007 | Caterpillar | 730 Articulated Dump Truck | CAT00730VB1M01215 |
| 30 | 2007 | Caterpillar | 730 Articulated Dump Truck | CAT00730AB1M01216 |
| 31 | 2003 | Caterpillar | D8R II Crawler Tractor | CAT00D8RE6YZ01450 |
| 32 | 2004 | Masaba | 36 X 100 Stacking Conveyor | M2319 |

Offer to Purchase Dated November 15, 2020

| | | 5% | 6% | |
|-----------------------------------|----------------|-------------|-------------|----------------|
| | Net | GST | PST | Total |
| Original Equipment Purchase Price | \$1,100,500.00 | \$55,025.00 | \$66,030.00 | \$1,221,555.00 |

| Monthly equipment rentals | | | | |
|----------------------------------|--------------|------------|------------|--------------|
| April | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| May | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| June | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| July | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| August | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| September | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| October | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| November | \$19,200.00 | \$960.00 | \$1,152.00 | \$21,312.00 |
| Total | \$153,600.00 | \$7,680.00 | \$9,216.00 | \$170,496.00 |

| Equipment Repair Invoice | | | | |
|---------------------------------|---------------|-------------|-------------|---------------|
| Invoice 1751 | \$ 146,169.75 | \$ 7,308.49 | \$ 8,770.19 | \$ 162,248.42 |

| New Equipment Purchase Price | | | | |
|-------------------------------------|--------------|-------------|-------------|--------------|
| | Net | GST | PST | Total |
| Balance | \$800,730.25 | \$40,036.51 | \$48,043.82 | \$888,810.58 |

CW

July 31, 2023

REFER TO: PAUL FEDOROFF
DIRECT DIAL: (306) 665-5405
FAX NO.: (306) 652-1323
E-MAIL: pfedoroff@mcdougallgauley.com
OUR FILE NO: 554292.13
YOUR FILE NO: 1

MLT Aikins LLP
Suite 1201-409-3rd Avenue South
SASKATOON, SK S7K 5R5

Attention: Paul Olfert

Dear Mr. Olfert:

Re: Conexus Credit Union 2006 ("Conexus") v. Croft Aggregates Limited ("Croft")

I write further to your correspondence dated June 12, 2023 wherein your client, Conexus, has requested the following information:

1. copies of all mortgages, leases, claims of lien, royalties and/or other documentation pursuant to which KF Aggregates Inc. ("KF") claims to have rights in respect of any real property of Croft; and
2. a comprehensive, and up-to-date statement in writing as to the aggregate total indebtedness owed by Croft to KF.

With respect to your first inquiry, we enclose:

1. a copy of the Claim of Lien; and
2. a copy of the Lease and Aggregate Extraction Agreement between Croft and KF. This agreement explains the relationship between KF and Croft with respect to the Lien indebtedness and the royalties payable to KF with respect to the ongoing aggregate extraction.

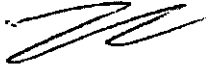
The overall indebtedness owed by Croft to KF is approximately **\$295,000.00** as of today's date.

We look forward to reviewing Conexus' documentation in due course. Please advise if you would like to schedule a call to discuss.

Yours truly,

McDougall Gauley LLP

Per:



PAUL E. FEDOROFF

PEF:cgg

Enclosures

CLAIM OF LIEN

PART A

| | |
|--|--|
| Name of lien claimant: | KF Aggregates Inc. |
| Address of lien claimant: | Po Box 4 Lajord, SK, S0G 2V0 |
| Address for Service of lien claimant: | c/o McDougall Gauley LLP 500 – 616 Main Street Saskatoon, Saskatchewan S7H 0J6 Attention: Craig Frith |
| Name of Owner: | Croft Aggregates Limited |
| Claim of lien is made against the estate or interest of: | Croft Aggregates Limited |
| Address of Owner: | Avonhurst Plaza 3132 Avonhurst Drive Regina, SK, S4R 3J7 |
| Name of person for whom services or materials were provided: | Croft Aggregates Limited |
| Address of person for whom services or materials were provided: | Avonhurst Plaza 3132 Avonhurst Drive Regina, SK, S4R 3J7 |
| Name of Assignor: | Not Applicable |
| Short description of services or materials that have been provided: | Overburden and soil stripping services |
| Amount claimed as owing in respect of services or materials that have been provided: | \$1,631,768.25 |

Description of the land (sufficient for purposes of registration or, where this claim of lien is to be given to the Crown, for purposes of identification)

NW 06-18-18-2 Ext 15
As described on Certificate of Title 98RA02527,
description 15
Surface Parcel #111654918

Blk/Par B-Plan 101145114 Ext 13
As described on Certificate of Title 98RA02527,
description 13
Surface Parcel #111654895

NE 03 35 04 03 Ext 0
As described on Certificate of Title 90S42358
Surface Parcel #117763735

NE 06 18 18 2 Ext 112
As described on Certificate of Title 94R17339,
description 12
Surface Parcel #111654884

22/07/2020
Day/Month/Year


Signature of Lien Claimant/Assignee/Agent

WARNING:

1. Your claim of lien cannot include a claim for interest.
2. *The Builders' Lien Act* prohibits the filing of claims which are exaggerated or non-existent and a person making such a claim is liable to any person who suffers loss or damage as a result.
3. A claim of lien against the estate or interest of the Crown should be given to the appropriate Crown agency in accordance with section 52 of *The Builders' Lien Act* and not registered in a Land Titles Office.

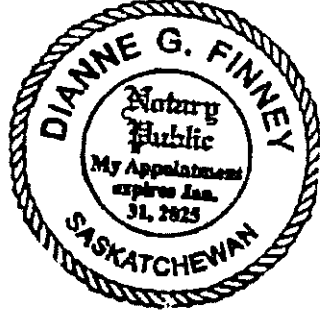
PART B

AFFIDAVIT OF VERIFICATION

I, Lionel Kambeitz, of Saskatoon, in the Province of Saskatchewan, make oath and say that the facts set out in the Claim of Lien in Part A are true.

SWORN BEFORE ME at Lajord,)
in the Province of Saskatchewan, this)
22 day of July 2020.)
Dianne Finney)
A Commissioner for Oaths)
in and for the Province of Saskatchewan.)
Being a Solicitor OR)
My commission expires: Jan 31, 2025)

Lionel Kambeitz
Lionel Kambeitz



LEASE AND AGGREGATE EXTRACTION AGREEMENT

THIS AGREEMENT dated for reference the 1st day of June, 2020

BETWEEN: CROFT AGGREGATES LIMITED (the "Owner")

AND: KF AGGREGATES INC. (the "Operator")

WHEREAS:

A. The Owner is the registered owner of the land legally described as:

NW 06-18-18-2 Ext 15

As described on Certificate of Title 98RA02527, description 15
Surface Parcel #111654918

Blk/Par B-Plan 101145114 Ext 13

As described on Certificate of Title 98RA02527, description 13
Surface Parcel #111654895

NE 03 35 04 03 Ext 0

As described on Certificate of Title 90S42358
Surface Parcel #117763735

NE 06 18 18 2 Ext 112

As described on Certificate of Title 94R17339, description 12
Surface Parcel #111654884

(collectively, the "Lands")

B. The Owner and Operator are engaged in the business of mining, processing, and selling Materials in the Province of Saskatchewan.

C. The Operator wishes to continue to expand its aggregate business into the City of Regina and surrounding areas, and the Owner has agreed to facilitate the same by granting the Operator exclusive access to the Lands for the purposes of mining, processing, storing, including storage of materials from other sources, and removing Materials from the Lands in exchange for a Royalty payable from the proceeds of the Operator's sales of the Materials.

D. In addition, the Operator has provided \$1,631,768.25 in overburden and soil stripping services to the Owner in respect of the Lands, the costs of which the parties have agreed to set off against the Operator's future Royalties payable to the Owner as the same become due and owing. The parties anticipate that further overburden and soil stripping services will be necessary in order to access further

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Materials from the Lands, and have agreed to set-off the costs of the same against future Royalties as well.

- E. The purpose of this Agreement is therefore to:
- (a) outline the terms upon which the Operator will be granted access to the Lands for the purposes of mining, processing, storing, and removing Materials from the Lands;
 - (b) confirm:
 - (i) the parties' intention that property in the Materials is to pass from the Owner to the Operator when the Materials are severed from the Lands; and
 - (ii) that as of the Effective Date the Operator is the legal owner of all Materials presently located on the Lands, which Materials are comprised of Materials the Operator has harvested from the Lands and the Operator's own inventory from other sources which it is presently storing on the Lands;
 - (c) quantify the Royalties payable to the Owner and amount presently owing by the Owner to the Operator for the overburden and soil stripping services provided to date.
- F. The parties consider it to be in their best interests to enter into this Agreement in order to achieve the foregoing.

NOW THEREFORE, in consideration of the acknowledgements, covenants, and obligations set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the parties hereby agree as follows:

1. **Definitions**

1.1 In addition to words and phrases defined elsewhere in this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

- (a) "Effective Date" means June 1, 2020.
- (b) "Materials" means all gravel, clay, base, sub-base, sand, washed sand, crusher dust, rocks, washed rocks, screened or crushed rock products, all other aggregates, and piled or processed rock piles located on, in, or under the Lands;

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- (c) "Royalty" and "Royalties" have the meanings given in Section 3.4;
- (d) "Term" has the meaning given in Section 4.1;

2. **Acknowledgements**

2.1 The parties to this Agreement acknowledge that:

- (a) the recitals to this Agreement are true in fact and both the recitals and schedules hereto form an integral part of this Agreement;
- (b) each has:
 - (i) been involved in the negotiation and drafting of this Agreement, and accordingly, the doctrine of *contra proferentum* shall have no application to the interpretation of this Agreement;
 - (ii) read and understood this Agreement; and
 - (iii) had the opportunity to seek independent legal advice prior to executing this Agreement;
- (c) this Agreement constitutes the entire agreement between the parties with regard to the agreements described herein and supersedes all prior agreements, understandings, representations, warranties, negotiations, and discussions, whether oral or written, between the parties;
- (d) the overburden and soil stripping services were required to access and extract further Materials from the Lands and the completion of this work has thereby improved the Lands; and
- (e) the survey of the Materials attached as **Schedule A** accurately reflects the Materials located on the Lands as of the Effective Date, all of which are the property of the Operator.

3. **Grant of Rights and the Royalty**

3.1 For the Term of this Agreement, the Owner hereby grants the Operator the sole and exclusive right to:

- (a) the extraction, recovery, sorting, separation, crushing, washing, processing, mixing, and transportation of Materials from the Lands;
- (b) store Materials extracted from the Lands and Materials extracted by the Operator from other sources on the Lands; and

(c) remove and sell as much of the Materials from the Lands as the Operator may desire.

3.2 For the Term of this Agreement, the Operator shall:

(a) have the means of access and egress to and from the Lands necessary to carry out the activities contemplated by Section 3.1;

(b) have access and full use of the weigh scale (the "Scale"), scale shack, office, and repair shop located on the Lands, as identified in **Schedule B** to this Agreement, as well as the Owner's testing equipment; and

(c) be responsible for any road haul maintenance agreements with the Rural Municipality in which the Lands are situated.

3.3 Property in the Materials shall pass from the Owner to the Operator when the Materials are extracted from the Lands.

3.4 In exchange for the grant of rights under this Agreement, the Operator shall, subject to Sections 3.5 and 3.6, pay to the Owner an annual rent for the Lands of \$1.00 and a monthly royalty of \$2.00 CDN per metric tonne of all Material that is both extracted and then removed from the Lands by the Operator (each a "Royalty," or, if more than one, "Royalties") from the Lands during that month. For greater certainty the Royalty shall not be calculated on Materials produced from other sources and stored on the Lands. The Royalty will be payable 30 days following the previous month end.

3.5 Throughout the Term, the Operator will use the Scale to weigh the tonnage of Materials that are both extracted and removed from the Lands, and the Royalty will be calculated using the weigh tickets generated by the Scale. At the end of each month, the Operator will provide the Owner with a monthly summary of the tonnage of Materials both extracted and removed from the Lands together with copies of the weigh tickets for that month, and a calculation of the Royalty payable in respect of the same. The Owner will have five days to challenge the accuracy of the said summary, failing which the amounts will be deemed to be accepted by the Owner.

3.6 The Owner acknowledges that it is currently indebted to the Operator in the amount of \$1,631,768.25 (the "Indebtedness") for overburden and soil stripping services provided between June 15, 2019 and May 31, 2020. The Operator shall be entitled to set-off the Indebtedness against future Royalties owed by the Operator to the Owner as the same become due. The execution of this Agreement and individual instances of set-off in accordance with the same will constitute acknowledgements of the Indebtedness by the Owner for the purposes of section 11 of *The Limitations Act*, SS 2004, c. L-16.1.



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3.7 The parties anticipate that the Operator will be required to provide further overburden and soil stripping services in the future to extract additional Materials from the Land, and agree that the costs of the same shall be set-off against future Royalties as well. The Operator will provide the Owner with a monthly invoice for the said services, and the Owner will have five days to challenge the accuracy of the same, failing which the amounts claimed will be deemed to be accepted by the Owner.

3.8 The Owner shall remain responsible for any extraction fees, pit permits, and property taxes that may be applicable to the Materials and the Lands, as the case may be.

4. Term and Termination

4.1 The Term of this Agreement will commence on the Effective Date and will continue for six full and consecutive calendar years following the Effective Date.

4.2 Upon the expiration of the Term, the Operator shall have the option to renew this Agreement for an additional six year term (the "**Renewal Term**"). The Operator's exercise of the option to renew the Agreement shall be automatic unless the Operator notifies the Owner in writing 30 days prior to the expiration of the Term that the Operator does not wish to exercise the option.

4.3 In the event the Operator exercises the renewal option, all conditions and provisions of this Agreement will remain the same for the Renewal Term with the exception that Section 4.2 be of no force or effect.

4.4 Without limiting the remedies otherwise available at law, either party (referred to in this section as the "**Terminating Party**") may, at the Terminating Party's sole option, terminate this Agreement by notice in writing to the other party (the "**Defaulting Party**") on the occurrence of any one or more of the following events:

- (a) if the Operator fails to pay the Owner the Royalties when the same are due; or
- (b) if the Defaulting Party is in continuing breach of any material term of this Agreement and such breach is not cured within 30 days of the Defaulting Party receiving written notice from the Terminating Party specifying the breach.

5. Insurance

5.1 The Owner and Operator shall each, at its own expense, maintain and keep in force comprehensive third-party general liability insurance against claims for

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bodily injury, death, or property damage occurring in, upon, and about the Lands, in the amount of \$5,000,000 CDN.

- 5.2 The Owner and Operator shall each name the other as additional named insureds under their respective policies, and if obtainable on commercially reasonable terms, such insurance shall contain a cross-liability provision as between the Owner and Operator or waivers of subrogation.

6. **Right of First Refusal**

- 6.1 The Operator shall have a one-time right of first refusal (the "ROFR") during the Term or Renewal Term, as the case may be, to purchase the Lands (or any portion thereof) as follows:

- (a) the Owner shall notify the Operator if it receives an offer to purchase the Lands (or any portion thereof) from a *bona fide* third party, which the Owner is prepared to accept (the "Acceptable Offer"), and will provide the Operator with a copy of the Acceptable Offer;
- (b) the Operator shall have 45 days in which to elect to purchase the Lands (or portion thereof) that is subject to the Acceptable Offer on the same terms and conditions as specified in the Acceptable Offer; and
- (c) if the Operator does not exercise the ROFR, the Owner may accept the Acceptable Offer.

7. **Non-Competition and Non-Solicitation Covenants**

- 7.1 The parties agree that given the highly competitive nature of the aggregate business, personal contact is of primary importance in securing and retaining clients, customers, consultants, and employees.

- 7.2 Consequently:

- (a) during the Term and any Renewal Term and as long as the Operator is following the terms of this Agreement, the Owner agrees that it will not directly or indirectly engage in a business similar to the business of the Operator, or manage, assist, consult for, or take an equity interest in any company or business that is in competition with the Operator for the sale of Materials, within 100km of Regina, Saskatchewan; and
- (b) upon the expiry of the Term or the Renewal Term, as the case may be, the Owner agrees that, for a period of one calendar year, it will not engage directly or indirectly in the solicitation of any customer of the Operator's and offer to provide services similar to or competitive with the Operator's services, within 100km of Regina, Saskatchewan.

8. **Environmental**

- 8.1 The Operator shall not be responsible or liable for any claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage, injury, judgment, penalty or fine, cost of enforcement, cost of remedial action, or any other cost or expense whatsoever (including solicitor-client costs) (collectively, an “**Environmental Liability**”) resulting from the Owner’s violation or alleged violation of any federal, provincial, or municipal laws, statutes, ordinances, codes, regulations, rules, orders, or decrees regulating, relating to or imposing liability or standards of conduct concerning any environmental matters including, but not limited to, matters related to air pollution, water pollution, or hazardous material (collectively, “**Environmental Claims**”) located on or originating from the Lands.
- 8.2 The Owner shall indemnify, defend, and save the Operator harmless from and against any Environmental Liability and Environmental Claims, and such indemnity shall survive the expiry of the Term or Renewal Term, as the case may be, for a period of six years plus one day.
- 8.3 Following the execution of this Agreement, the parties agree to execute such further and other documents as may be necessary to give effect to sections 8.1 and 8.2 of this Agreement and ensure that the Operator is fully indemnified by the Owner for any potential or newly discovered Environmental Liability or Environmental Claims of which the parties may subsequently become aware.

9. **General**

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada having application therein. The parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the Court of Queen’s Bench for Saskatchewan, Judicial Centre of Regina for all matters arising out of or relating to this Agreement.
- 9.2 The Operator shall be permitted to assign its rights under this Agreement in whole or in part provided that the assignee agrees to comply with the terms of this Agreement.
- 9.3 Nothing in this Agreement shall make or be construed so as to make the Owner and Operator partners, joint ventures, fiduciaries, trustees, or agents of each other, or create any other relationship by which the acts of any party may bind the other or result in any liability to the other. The rights, duties, and obligations set out in this Agreement shall enure solely to the benefit of the parties to this Agreement.
- 9.4 If any provision of this Agreement or any part of any provision (the “**Offending Provision**”) is declared or becomes enforceable, invalid, or illegal for any reason

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whatsoever including, without limiting the generality of the foregoing, a decision by any competent courts, legislation, statutes, bylaws, or regulations or any other requirements having the force of law, then the remainder of this Agreement will remain in full force and effect as if this Agreement had been executed without the Offending Provision.

- 9.5 No change or modification of this Agreement will be valid unless it is in writing signed by each party to this Agreement.
- 9.6 No failure or delay on the part of any party in exercising any power or right under this Agreement will operate as a waiver of such power or right. No single or partial exercise of any right or power under this Agreement will preclude any further or other exercise of such right or power. No modification or waiver of any provision of this Agreement and no consent to any departure by any party from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent will be effective only in the specific instance and for the specific purpose for which it was given.
- 9.7 Any notices that are required to be provided to any of the parties under this Agreement or shall be in writing and may be made by personal delivery or by means of electronic transmission to the respective parties as follows:

In the case of the Owner:

In the case of the Operator:

KF Aggregates Inc.
PO Box 4
Lajord, Saskatchewan S0G 2V0
Attention: Clint Vos
Email: clint@kf1899.com

and such notice will be deemed to have been delivered on the first business day following the actual delivery or transmittal, as the case may be.

- 9.8 This Agreement may be executed either in original, facsimile, or other means of electronic communication producing a printed copy form in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one agreement.


[The next page is the signature page.]

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IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement effective as of the 1st day of June, 2020.

CROFT AGGREGATES LIMITED

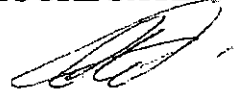
Per: 

Name: Doug Croft

Position: Pres/Owner

I have authority to bind the corporation

KF AGGREGATES INC.

Per: 

Name: Clint Vos

Position: Managing Partner

I have authority to bind the corporation

Terry Wrishko

From: Brent Marjerison <brent_marjerison@clifton.ca>
Sent: Friday, August 18, 2023 11:20 AM
To: Terry Wrishko
Cc: Kim McMillan; Lindsey Cooper; Cathy Williamson; Travis Legault
Subject: RE: GE Report(Croft Aggregate)

CAUTION:This email originated from outside of Conexus. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Terry further to my response, I think we can certainly decrease the amount of time that KF would need to be shut down for us to complete our work as I suspect they would not want to be delayed much in their operations. We would certainly be prepared to work with KF to find the best way to coordinate our surveying, test pitting and associated field work with their extraction work so as to minimize any effects on their operation.

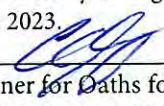
Once we have the survey and test pitting done we could simply subtract the amount of material removed from the pit from our calculated quantity.

Brent Marjerison, MSc, PEng, FEC
Principal Geotechnical/Materials Engineer

This is Exhibit "R" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023.

From: Brent Marjerison
Sent: Friday, August 18, 2023 11:14 AM
To: Terry Wrishko <Terry.Wrishko@conexus.ca>
Cc: Kim McMillan <Kim.McMillan@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>; Cathy Williamson <cathy_williamson@clifton.ca>; Travis Legault <travis_legault@clifton.ca>
Subject: RE: GE Report(Croft Aggregate)


A Commissioner for Oaths for Saskatchewan
My Commission expires Oct 31, 2026
~~Or Being a Solicitor~~

Good morning, Terry. My general response to your question is as follows:

- Ideally it would be good to have KF Aggregates cease removal until we have time to do the full topographic survey and all test pitting and associated field work. That way we have a baseline of quantity and quality at a point in time.
- Following that I would suggest that Conexus should be provided quantities (copies of weigh tickets etc.) for any further material removed by KF subsequent to our field work so that adjustments can be made to the quantities that were determined through our work.
- That way Conexus will be able to determine the quantities still existing in the pit at any future point as long as they are continually given summary of quantity removed.

Another option would be if KF is only concentrating its current removal from one area of the pit then we could potentially complete the topographic survey of the entire pit area and then concentrate our initial test pitting in the area they are working in. Once that test pitting is complete the contractor could then continue removal which should minimize the time that the contractor would have to be shut down.

Regarding the length of time that operations would need to be ceased, I would suggest as an estimate, it would be ideal if they could cease operations for approximately 10 – 14 days to give us adequate time to complete the topographic survey and the pit sampling/testing.

These are just some thoughts on the matter. Regardless KF should be required to provide Conexus with a complete and detailed quantity report of all removal of materials (separated into sand, gravel, rip rap etc.) from the pit subsequent to our survey and test pit sampling and testing.

Thank you, Terry. Hope this helps. Let me know if you have any other questions.

Brent Marjerison, MSc, PEng, FEC
Principal Geotechnical/Materials Engineer

From: Terry Wrishko <Terry.Wrishko@conexus.ca>
Sent: Friday, August 18, 2023 9:55 AM
To: Brent Marjerison <brent_marjerison@clifton.ca>
Cc: Kim McMillan <Kim.McMillan@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>; Cathy Williamson <cathy_williamson@clifton.ca>; Travis Legault <travis_legault@clifton.ca>
Subject: RE: GE Report(Croft Aggregate)

Good morning.

In your experience, would current mining by KF Aggregates need to cease during an assessment on site, if so, how long would operations need to be at a standstill? Thanks.

Terry Wrishko
Risk Manager
Conexus Credit Union, 550 Henderson Drive, Regina, SK, S4N 5X2
Phone: 306-780-1733
Terry.Wrishko@conexus.ca | www.conexus.ca



Conexus serves members across lands covered by treaties 2, 4, 5, 6, 8 and 10, the traditional lands of the Cree, Dakota, Dene, Lakota, Nakota and Saulteaux peoples, as well as the homeland of the Métis.

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From: Brent Marjerison <brent_marjerison@clifton.ca>
Sent: Friday, August 11, 2023 8:50 AM
To: Terry Wrishko <Terry.Wrishko@conexus.ca>
Cc: Kim McMillan <Kim.McMillan@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>; Cathy Williamson

<cathy_williamson@clifton.ca>; Travis Legault <travis_legault@clifton.ca>

Subject: RE: GE Report(Croft Aggregate)

CAUTION:This email originated from outside of Conexus. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Absolutely will do Terry. Thank you.

Brent Marjerison, MSc, PEng, FEC
Principal Geotechnical/Materials Engineer

From: Terry Wrishko <Terry.Wrishko@conexus.ca>

Sent: Friday, August 11, 2023 8:41 AM

To: Brent Marjerison <brent_marjerison@clifton.ca>

Cc: Kim McMillan <Kim.McMillan@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>; Cathy Williamson <cathy_williamson@clifton.ca>; Travis Legault <travis_legault@clifton.ca>

Subject: RE: GE Report(Croft Aggregate)

Good morning Brent.

Yes, continue to direct inquires to me for point of contact and various documentation requests, however would appreciate if you can continue to cc Lindsey Cooper and Kim McMillan. Thank you.

Terry Wrishko

Risk Manager

Conexus Credit Union, 550 Henderson Drive, Regina, SK, S4N 5X2

Phone: 306-780-1733

Terry.Wrishko@conexus.ca | www.conexus.ca



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From: Brent Marjerison <brent_marjerison@clifton.ca>

Sent: Friday, August 11, 2023 8:31 AM

To: Terry Wrishko <Terry.Wrishko@conexus.ca>

Cc: Kim McMillan <Kim.McMillan@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>; Cathy Williamson <cathy_williamson@clifton.ca>; Travis Legault <travis_legault@clifton.ca>

Subject: RE: GE Report(Croft Aggregate)

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Thank you very much for this information Terry.

We are working on the project initiation and proposal for the project currently. Would you like me to continue to use you as the point of contact for the various documentation etc. that I will be sending out to Conexus in due course?

Thank you and the opportunity to work with you is greatly appreciated.

Brent Marjerison, MSc, PEng, FEC
Principal Geotechnical/Materials Engineer

From: Terry Wrishko <Terry.Wrishko@conexus.ca>

Sent: Thursday, August 10, 2023 10:54 AM

To: Brent Marjerison <brent_marjerison@clifton.ca>

Cc: Kim McMillan <Kim.McMillan@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>; Cathy Williamson <cathy_williamson@clifton.ca>; Travis Legault <travis_legault@clifton.ca>

Subject: GE Report(Croft Aggregate)

Hi Brent.

See attached report that was completed by Ground Engineering from this year.

Let me know if you want to discuss after review of the attached. Thanks.

Terry Wrishko

Risk Manager

Conexus Credit Union, 550 Henderson Drive, Regina, SK, S4N 5X2

Phone: 306-780-1733

Terry.Wrishko@conexus.ca | www.conexus.ca



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RM Of Edenwold No. 158

100 Hutchence Road, Emerald Park, SK S4L 1C6 Voice Mail - (306)771-2522

This is Exhibit "S" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day of September, 2023

TAX CERTIFICATE

A Commissioner for Oaths for Saskatchewan

My Commission expires Oct 31, 2026

MLT Aikins LLP
1500 - 1874 Scarth Street
Regina, SK S4P 4E9

Tax Certificate #: 2023-0016

File Reference:

| Roll Number | Property Description | Current | Arrears | Interest | Total Owning |
|--------------|----------------------|---------|-----------|----------|--------------|
| 00001038 000 | PT NE 06 18 18 W2 | 0.00 | 15,466.63 | 618.64 | 16,085.27 |

Lien:

| Lien Number | Registration Date | Discharge Amount |
|-------------|-------------------|------------------|
| 124280647 | 2020-12-02 | 16,085.27 |

Assessment Details:

| Property Class | Type | Assessed Value | % | Taxable | V A | V Exempt | T S | Total |
|----------------------|------|----------------|----|---------|-----|----------|-----|---------|
| A Other Agricultural | Land | 155,600 | 55 | 85,580 | | 0 | | 85,580 |
| R Residential | Land | 137,100 | 80 | 109,680 | | 0 | | 109,680 |
| R Residential | Impr | 13,000 | 80 | 10,400 | | 0 | | 10,400 |
| Totals: | | 305,700 | | 205,660 | | 0 | | 205,660 |

There is not an outstanding appeal regarding the property before the Board of Revision or the Saskatchewan Municipal Board.

No Local Improvements apply to this parcel.

There is not an intention to undertake a local improvement that will affect the land.

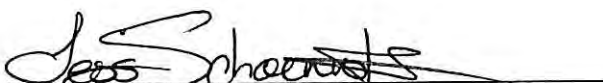
A penalty of 2 % per month applies to all arrears of taxes for each full month or portion of a month during which the arrears of taxes remain unpaid during the year.

*The Saskatchewan Worker's Compensation Board (WCB) had instructed the municipality by way of certificates to add Croft Aggregates' WCB arrears to tax roll 1038 (NE 6-18-18 W2) and roll 1039 (Pcl B, Plan 101145114) for the years 2020, 2021 & 2022. The current total WCB arrears (without penalty) is in the amount of \$2,799.36.

Taxes for the current year have not been levied.

Taxes in the amount of \$1,679.69 were levied for last year.

Dated at RM of Edenwold No. 158 this 17th day of February, 2023 A.D.


FOR KAREN ZAHARIA, Administrator
E. & O. E.



*Once the total amount of \$2799.36 plus penalty has been paid, the other amount of \$2799.36 plus penalty will be reversed.

RM Of Edenwold No. 158

100 Hutchence Road, Emerald Park, SK S4L 1C6 Voice Mail - (306)771-2522

TAX CERTIFICATE

MLT Aikins LLP
1500 - 1874 Scarth Street
Regina, SK S4P 4E9

Tax Certificate #: 2023-0017
File Reference:

| Roll Number | Property Description | Current | Arrears | Interest | Total Owning |
|--------------|------------------------------------|---------|-----------|----------|--------------|
| 00001039 000 | Pcl B, NE 06 18 18 W2 - Block B, F | 0.00 | 14,445.77 | 577.82 | 15,023.59 |

Lien:

| Lien Number | Registration Date | Discharge Amount |
|-------------|-------------------|------------------|
| 124280647 | 2020-12-02 | 15,023.59 |

Assessment Details:

| Property Class | Type | Assessed Value | % | Taxable | V A | Exempt | V T S | Total |
|-----------------------------|------|----------------|----|---------|-----|--------|-------|---------|
| N Non-Arable | Land | 400 | 45 | 180 | | 0 | | 180 |
| CC Other Commercial and Ind | Impr | 131,700 | 85 | 111,945 | | 0 | | 111,945 |
| Totals: | | 132,100 | | 112,125 | | 0 | | 112,125 |

There is not an outstanding appeal regarding the property before the Board of Revision or the Saskatchewan Municipal Board.

No Local Improvements apply to this parcel.

There is not an intention to undertake a local improvement that will affect the land.


A penalty of 2 % per month applies to all arrears of taxes for each full month or portion of a month during which the arrears of taxes remain unpaid during the year.

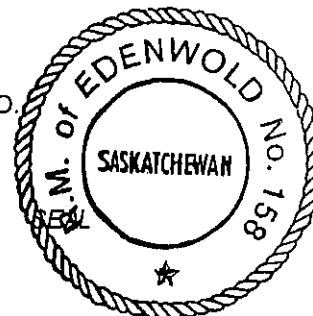
* The Saskatchewan Worker's Compensation Board (WCB) had instructed the municipality by way of certificates to add Croft Aggregates' WCB arrears to tax roll 1038 (NE 6-18-18 W2) and roll 1039 (Parcel B, Plan 101145114) for the years 2020, 2021 & 2022. The current total WCB arrears (without penalty) is in the amount of \$2,799.36.

Taxes for the current year have not been levied.

Taxes in the amount of \$1,283.22 were levied for last year.

Dated at RM of Edenwold No. 158 this 17th day of February, 2023 A.D.


FOR KAREN ZAHARIA, Administrator
E. & O. E.



* Once the total amount of \$2799.36 plus penalty has been paid, the other amount of \$2799.36 plus penalty will be reversed.

RM Of Edenwold No. 158

100 Hutchence Road, Emerald Park, SK S4L 1C6 Voice Mail - (306)771-2522

TAX CERTIFICATE

MLT Aikins LLP
1500 - 1874 Scarth Street
Regina, SK S4P 4E9

Tax Certificate #: 2023-0018
File Reference:

| Roll Number | Property Description | Current | Arrears | Interest | Total Owing |
|--------------|----------------------|---------|---------|----------|-------------|
| 00001042 000 | PT NW 06 18 18 W2 | 0.00 | 419.64 | 16.78 | 436.42 |

Lien:

| Lien Number | Registration Date | Discharge Amount |
|-------------|-------------------|------------------|
| 124280647 | 2020-12-02 | 436.42 |

Assessment Details:

| Property Class | Type | Assessed Value | % | Taxable | V A | Exempt | V A | T S | Total |
|----------------|------|----------------|----|---------|-----|--------|-----|-----|-------|
| N Non-Arable | Land | 200 | 45 | 90 | | 0 | | | 90 |

There is not an outstanding appeal regarding the property before the Board of Revision or the Saskatchewan Municipal Board.

No Local Improvements apply to this parcel.

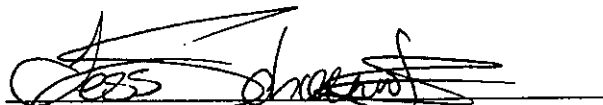
There is not an intention to undertake a local improvement that will affect the land.

A penalty of 2 % per month applies to all arrears of taxes for each full month or portion of a month during which the arrears of taxes remain unpaid during the year.

Taxes for the current year have not been levied.

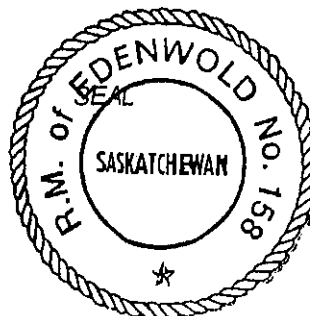
Taxes in the amount of \$0.55 were levied for last year.

Dated at RM of Edenwold No. 158 this 17th day of February, 2023 A.D.



FOR KAREN ZAHARIA, Administrator

E. & O. E.



November 18, 2022

Phone; (877)787-5408; (306)787-5408

Email: pmb@gov.sk.ca

Our File: T 22-535

Croft Aggregates Ltd
Box 445
LUMSDEN SK S0G 3C0

Re: **TAX ENFORCEMENT PROCEEDINGS:NE 6-18-18 Ext. 12; NE 6-18-18 Ext. 13; NW 6-18-18 Ext. 15;R.M. of Edenwold No. 158**

Our office has a policy that allows up to 36 months at minimum monthly payments. In order to see the tax arrears paid in full within this time frame, it would require monthly payments in the amount of \$3,400.00. We ask that these payments begin in January 2023 and continue until the tax roll is brought to current. Payments can be made directly to the R.M. of Edenwold No. 158.

Payments are due on or before the last day of each month, failure to do so will result in default and consent to take title will be granted without warning.

Sincerely,

Provincial Mediation Board

c: R.M. of Edenwold No. 158 100 Hutchence Rd EMERALD PARK SK S4L 1C6
BDC #200, One Bentall Ctr Box 6 505 Burrard St VANCOUVER BC V7X 1M3
Conexus Credit Union Box 1960 Stn Main REGINA SK S4P 4M1
Her Majesty the Queen in Right of Canada 1955 Smith St REGINA SK S4P 2N9
KF Aggregates Inc Box 4 LAJORD SK S0G 2V0
Canada Revenue Agency-RCCS 1955 Smith St REGINA SK S4P 2N9
JCA Holdings Ltd 2 Percival Dr EMERALD PARK SK S4L 1B7
KF Aggregates Recycling Inc Box 4 LAJORD SK S0G 2V0
Croft Aggregates Ltd Avonhurst Plaza 3132 Avonhurst Dr REGINA SK S4R 3J7


This is Exhibit "T" to in the Affidavit of Lindsey Cooper

SWORN before me by at Regina, Saskatchewan this 1st day
of September, 2023.



A Commissioner for Oaths for Saskatchewan

My Commission expires Oct 31, 2026

Or Being a Solicitor 

Shay Brehm

From: Provincial Mediation Board JU <PMB@gov.sk.ca>
Sent: Thursday, March 30, 2023 4:25 PM
To: Paul Olfert
Subject: RE: PMB File T22-535

[EXTERNAL MESSAGE]

Hi Paul,

I have recalculated and I have spoken with Doug Crofts and provided the updated information. He needed some time to consider his options and discuss what was possible in his current circumstances/consult with the parties that he would need to confirm with, prior to agreeing to any payment arrangement. We have allowed him this time to consider and consult, given the significant change in the balances and information previously presented to him.

If an arrangement is put in place, you and your client will be copied on the letter confirming the same. If Doug is unable to enter into an arrangement/an arrangement is not put in place, your client will receive a letter directly providing for 30 days to notify us of the intention to step in (and you will be copied on this as well). I have noted on this file that Conexus intends to step in to protect their interest.

Thank you,

Elyse Nelubowich, B.Comm, JD (she/her)
Government of Saskatchewan
Legal Research Officer
Provincial Mediation Board, Ministry of Justice and Attorney General

Mailing Address:
304 - 1855 Victoria Avenue
Regina, Canada S4P 3T2
Phone: 306-787-5408
Toll Free: 1-877-787-5408
Email: PMB@gov.sk.ca

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From: Paul Olfert <polfert@mltaikins.com>
Sent: Tuesday, March 28, 2023 11:01 AM
To: Provincial Mediation Board JU <PMB@gov.sk.ca>
Subject: RE: PMB File T22-535

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Hello, Elyse.

Have you completed your discussions with Doug Crofts yet? Please let us know.

Thanks and best regards,

Paul Olfert

Partner

P: (306) 956-6970 | E: polfert@mltaikins.com

From: Paul Olfert <polfert@mltaikins.com>

Sent: Friday, March 3, 2023 5:37 PM

To: Provincial Mediation Board JU <PMB@gov.sk.ca>

Subject: RE: PMB File T22-535

Thank you, Elyse. This is much appreciated. Please continue to keep us in the loop.

Best,

Paul Olfert

Partner

P: (306) 956-6970 | E: polfert@mltaikins.com

From: Provincial Mediation Board JU <PMB@gov.sk.ca>

Sent: Friday, March 3, 2023 3:32 PM

To: Paul Olfert <polfert@mltaikins.com>

Subject: RE: PMB File T22-535

Hi Paul,

We have not yet had the time to deal with the updates to this file. I apologize - I am the only staff member with PMB (I have one colleague that is able to assist with some PMB tasks periodically, depending on the ORT workload) and we currently have quite a high volume of files. I had intended to get to it this week but this week I was displaced due to changes in our office space and also had to have my computer replaced – so I have unfortunately not been at full capacity this week.

Once we are able to recalculate and discuss with Mr. Croft, if there is a payment arrangement put in place, we send out a payment arrangement letter and Conexus will be copied on that letter (we can also copy you on that letter, if you'd like). Then, we will periodically monitor the payment arrangement (if there is one) by requesting ledgers from the municipality every few months. If, on one of our reviews, we see there is default on the payment arrangement, all interest holders will receive a letter directly to them providing 30 days to contact us to let us know their intention to step in and pay the arrears/protect their interest. If, after the 30 days, we have not heard anything from interest holders, the file would go before the Board to be reviewed for consent. So you will receive written notice before anything would proceed to the Board, and given the circumstances of this file/knowing that your client intends to step in, I will make sure that you are aware before it would go before the Board for review for consent (if the 30 days passed and I had not heard from you, I will give you a call before sending this one to the Board). I will make a note on the file

notes that Conexus is planning to step in to protect their interest, just in case anyone else were to be involved in the file in the future.

I plan to deal with the recalculation and discussion with Mr. Croft next week. Thank you for your patience.

Best regards,

Elyse Nelubowich, B.Comm, JD (she/her)
Government of Saskatchewan
Legal Research Officer
Provincial Mediation Board, Ministry of Justice and Attorney General

Mailing Address:
304 - 1855 Victoria Avenue
Regina, Canada S4P 3T2
Phone: 306-787-5408
Toll Free: 1-877-787-5408
Email: PMB@gov.sk.ca

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From: Paul Olfert <polfert@mltaikins.com>
Sent: Friday, March 3, 2023 7:33 AM
To: Provincial Mediation Board JU <PMB@gov.sk.ca>
Subject: RE: PMB File T22-535

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Hello, Elyse.

Further to our conversation in February and to the exchange below, would you be able to confirm whether or not the PMB has exhausted its options to negotiate a payment proposal with Doug Crofts at this point in time so that we can determine the timing for payment of the arrears with Conexus?

Thanks and best regards,

Paul Olfert
Partner
P: (306) 956-6970 | E: polfert@mltaikins.com

From: Paul Olfert <polfert@mltaikins.com>
Sent: Friday, February 24, 2023 4:55 PM
To: Provincial Mediation Board JU <PMB@gov.sk.ca>
Subject: RE: PMB File T22-535

Hello, Elyse.

We have now been able to obtain updated property tax certificates in significantly reduced amounts from the RM of Edenwold. Thank you for your work with them on this.

With that complete, would you be able to confirm whether or not the PMB has exhausted its options to negotiate a payment proposal with Doug Crofts at this point in time?

Thanks and best regards,

Paul Olfert
Partner
P: (306) 956-6970 | E: polfert@mltaikins.com

From: Provincial Mediation Board JU <PMB@gov.sk.ca>
Sent: Friday, February 17, 2023 4:51 PM
To: Paul Olfert <polfert@mltaikins.com>
Subject: RE: PMB File T22-535

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Hi Paul,

Thank you for reaching out and for providing the tax certificates.

I actually just received an email from Karen at the RM of Edenwold a couple hours ago, addressing my questions regarding the interest charged on the WCB amounts and an interest adjustment/reduction in light of the changes and she provided updated ledgers for us. I have not been able to review these yet but wanted to send you a quick response before the long weekend.

We have not been in touch with Mr. Croft or set up a payment arrangement with him yet, as we needed this response from the RM and current/adjusted ledgers in order to calculate the payment plan. I will have to take a look at this next week to review and calculate and then reach out to Mr. Croft. I will make a note on file to provide you with an update when we have one.

Thank you and have a good weekend,

Elyse Nelubowich, B.Comm, JD
Legal Research Officer
Provincial Mediation Board
Government of Saskatchewan
Ministry of Justice and Attorney General

Mailing Address:
304 - 1855 Victoria Avenue
Regina, Canada S4P 3T2
Phone: 306-787-5408
Toll Free: 1-877-787-5408

Email: PMB@gov.sk.ca

<https://www.saskatchewan.ca/pmb>

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From: Paul Olfert <polfert@mltaikins.com>
Sent: Friday, February 17, 2023 4:37 PM
To: Provincial Mediation Board JU <PMB@gov.sk.ca>
Cc: Nelubowich, Elyse JU <elyse.nelubowich@gov.sk.ca>
Subject: RE: PMB File T22-535

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Hello.

Further to my call with Elyse Nelubowich of the PMB on February 6, we were able to obtain tax certificates from the RM of Edenwold showing a significantly reduced tax balance (attached).

I had understood that the PMB would be in communication with Doug Crofts in order to determine if a payment plan would or could be put in place. Could you please confirm whether or not Mr. Crofts has put a payment plan in place or, if not, whether and when the PMB intends to permit the RM to take title?

Thanks and best regards,

Paul Olfert
Partner
P: (306) 956-6970 | E: polfert@mltaikins.com

From: Provincial Mediation Board JU <PMB@gov.sk.ca>
Sent: Thursday, February 2, 2023 10:58 AM
To: Paul Olfert <polfert@mltaikins.com>
Cc: Kim.McMillan@conexus.ca; Terry.Wrishko@conexus.ca; Lindsey.Cooper@conexus.ca
Subject: RE: PMB File T22-535

RECEIVED You don't often get email from pmb@gov.sk.ca. [Learn why this is important](#)

Good morning Paul,

I was forwarded your email below from Anne-Marie Cotter and wanted to first email you to confirm receipt. You may want to update your contact information to reflect the Provincial Mediation Board email address, which is PMB@gov.sk.ca.

I have taken a look at this file and it appears that a second letter was sent out, dated November 18, 2022. We have also received an email from the RM of Edenwold indicating that there were WCB amounts that had been removed/reversed from this tax account. I was awaiting further response/clarification from her regarding this, so this file was diarized to February 20 for follow up. This may be relevant if your client intends to pay the arrears. Would you be available for a quick call on this today? You can reach me directly at 306-933-6528.

Thank you,

Elyse Nelubowich, B.Comm, JD
Legal Research Officer
Provincial Mediation Board
Government of Saskatchewan
Ministry of Justice and Attorney General

Mailing Address:
304 - 1855 Victoria Avenue
Regina, Canada S4P 3T2
Phone: 306-787-5408
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From: Paul Olfert <polfert@mltaikins.com>
Sent: Thursday, February 2, 2023 10:03 AM
To: Cotter, Anne-Marie JU <annemarie.cotter@gov.sk.ca>
Cc: Kim McMillan <Kim.McMillan@conexus.ca>; Terry Wrishko <Terry.Wrishko@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>
Subject: FW: PMB File T22-535
Importance: High

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Hello, Ms. Cotter.

I am writing further to an undeliverable notification which I just received upon attempting to e-mail Denita Bergen of the PMB. If Ms. Bergen is no longer with the PMB, I am hoping that you can point us to the appropriate contact.

We represent Conexus Credit Union, which is the secured creditor of a property in the late stages of tax enforcement. Ms. Bergen had assured us that a title transfer would not be permitted until early February. We are making arrangements to pay the majority of the arrears (I believe the funds should go through next week).

Please let me know if you have any questions, or if there is anything else that Conexus needs to do to hold off tax enforcement as payment is imminent.

Thanks and best regards,

Paul Olfert

Partner

P: (306) 956-6970 | E: polfert@mltaikins.com

From: Paul Olfert <polfert@mltaikins.com>

Sent: Thursday, February 2, 2023 9:57 AM

To: Bergen, Denita JU <denita.bergen@gov.sk.ca>

Cc: Terry Wrishko <Terry.Wrishko@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>; Kim McMillan <Kim.McMillan@conexus.ca>

Subject: RE: PMB File T22-535

Hello, Denita.

Would we be correct to assume that Croft Aggregates has not made arrangements to pay its property taxes? Please confirm (together with updated amounts if you have them) and Conexus will arrange for a payment.

Thanks and best regards,

Paul Olfert

Partner

P: (306) 956-6970 | E: polfert@mltaikins.com

From: Paul Olfert <polfert@mltaikins.com>

Sent: Monday, November 7, 2022 9:31 AM

To: Bergen, Denita JU <denita.bergen@gov.sk.ca>

Cc: Terry Wrishko <Terry.Wrishko@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>

Subject: RE: PMB File T22-535

Hello, Denita. Thank you for this clarification. It is greatly appreciated.

Best,

Paul Olfert

Partner

P: (306) 956-6970 | E: polfert@mltaikins.com

From: Bergen, Denita JU <denita.bergen@gov.sk.ca>

Sent: Monday, November 7, 2022 9:29 AM

To: Paul Olfert <polfert@mltaikins.com>

Cc: Terry Wrishko <Terry.Wrishko@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>

Subject: RE: PMB File T22-535

 External Sender

Good morning,

Our letter indicates that we require a response by November 11, 2022, not that we will grant permission to take title. If I do not hear from any representative of Croft by November 11, 2022, I will send a 2nd ltr outlining the minimum monthly payment requirements then diarize my file to mid-February 2023 in hopes that Croft has abided by my payment requirement letter. If there has been no contact and/or no payments made, Conexus and all other interest holders (if applicable) will be provided 30 days to pay the arrears in full in order to protect interest. Unfortunately, I can not provide a date as to when the final 30 day notice will be provided to interested parties.

Denita Bergen
Government of Saskatchewan
Provincial Mediation Board , Ministry of Justice

304 – 1855 Victoria Avenue
Regina SK S4P 3T2
Tel 306-787-5408
1-877-787-5408
pmb@gov.sk.ca

Saskatchewan!

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***Did you know?**

Municipalities do not require the consent of PMB if the following applies to a property, as of the date of the council resolution to start proceedings for title;

- the taxable assessed value is \$17,500 or less;
- no payment of taxes has been made in the two years immediately preceding service of Form C: and
- no person is residing on the parcel.

From: Paul Olfert <polfert@mltaikins.com>
Sent: Monday, November 7, 2022 9:14 AM
To: Bergen, Denita JU <denita.bergen@gov.sk.ca>
Cc: Terry Wrishko <Terry.Wrishko@conexus.ca>; Lindsey Cooper <Lindsey.Cooper@conexus.ca>
Subject: RE: PMB File T22-535

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Good morning, Denita.

Our firm is legal counsel to Conexus Credit Union and are assisting with the Croft Aggregates matter (PMB File T22-535). (I attempted to call this morning, but the voicemail message indicated that law firm callers should send an e-mail instead.)

I had read the PMB's letter of October 11, 2022 (attached) as indicating that the PMB would permit the R.M. of Edenwold to take title if the property tax arrears were not paid in full by November 11, 2022. However, your e-mail below from November 4 seems to indicate that the PMB is still working with Croft Aggregates in an attempt to get a payment plan in place, implying that the R.M. will not be in a position to take title by November 12.

Would you be able to confirm the date when (if no progress can be made with Croft Aggregates) the PMB intends to permit the R.M. of Edenwold to take title, so that Conexus can consider its options accordingly?

Thanks and best regards,

Paul Olfert
Partner

P: (306) 956-6970 | E: polfert@mltaikins.com

From: Bergen, Denita JU <denita.bergen@gov.sk.ca> **On Behalf Of** Provincial Mediation Board JU

Sent: Friday, November 4, 2022 3:14 PM

To: Lindsey Cooper <Lindsey.Cooper@conexus.ca>

Subject: RE: PMB File T22-535

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My apologies, this should read Croft Aggregates.

Denita Bergen

Government of Saskatchewan

Provincial Mediation Board, Ministry of Justice

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From: Lindsey Cooper <Lindsey.Cooper@conexus.ca>
Sent: Friday, November 4, 2022 2:48 PM
To: Provincial Mediation Board JU <PMB@gov.sk.ca>
Subject: RE: PMB File T22-535

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Hi Denita,
Can you clarify if this is for Croft Electric or Croft Aggregate? Our letter indicates Croft Aggregate.

Please advise.

Thanks

Lindsey Cooper
Risk Manager
Conexus Credit Union, 550 Henderson Drive, Regina, SK, S4N 5X2
Phone: 306-751-9356
Lindsey.Cooper@conexus.ca | www.conexus.ca



Conexus serves members across lands covered by treaties 2, 4, 5, 6, 8 and 10, the traditional lands of the Cree, Dakota, Dene, Lakota, Nakota and Saulteaux peoples, as well as the homeland of the Métis.

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From: Bergen, Denita JU <denita.bergen@gov.sk.ca> On Behalf Of Provincial Mediation Board JU
Sent: Friday, November 4, 2022 2:37 PM
To: Lindsey Cooper <Lindsey.Cooper@conexus.ca>
Subject: RE: PMB File T22-535

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Good afternoon,

There has been no contact from anyone representing Croft Electric, thus no pmt plan in place as of yet. However, if we do not hear from a representative of Croft Electric, a monthly payment will be imposed and then the file will be monitored for this payment. Should the mandatory payment fail, Conexus will be notified. To obtain the balance owing and a breakdown of the WBC claim, please contact the municipality directly

Denita Bergen
Government of Saskatchewan
Provincial Mediation Board , Ministry of Justice

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From: Lindsey Cooper <Lindsey.Cooper@conexus.ca>
Sent: Wednesday, November 2, 2022 2:22 PM
To: Provincial Mediation Board JU <PMB@gov.sk.ca>
Subject: PMB File T22-535
Importance: High

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Good afternoon PMB,
In regards to the PMB File T22-535, Conexus would like to know if these taxes have been paid or if there's an arrangement to have them paid. If the taxes have not been paid or there is no arrangement, Conexus would like to know the amount required to pay them. We also understand that there's a Workers Compensation Board claim included the tax arrears and we would like to understand what that amount would be.

If you would like to discuss, please give me a call at 306-751-9356.

Thanks in advance

Lindsey Cooper

Risk Manager

Conexus Credit Union, 550 Henderson Drive, Regina, SK, S4N 5X2

Phone: 306-751-9356

Lindsey.Cooper@conexus.ca | www.conexus.ca



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