

reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.

- (b) To the best of my knowledge, information and belief, the invoices supplied by AWD are not specific to the Contract and not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.
- (c) To the best of my knowledge, information and belief, the invoices supplied by Parrott are not direct with the Company or are not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.
- (d) To the best of my knowledge, information and belief, the invoices supplied by Aggregates Equipment are not direct with the Company. Therefore the Company is not responsible for any claims arising therefrom.
- (e) To the best of my knowledge, information and belief, the invoices supplied by Western Petroleum Newfoundland Limited, are either not direct with the Company, unrelated to the Contract or are not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.
- (f) To the best of my knowledge, information and belief, the invoices supplied by Traction are either unrelated to the Contract or are not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.
- (g) With respect to North Atlantic Systems, all invoices for work directly contracted for between the Company and North Atlantic Systems and related to the Contract have been paid. To the best of my knowledge, information and belief, all other invoices supplied by North Atlantic Systems are either unrelated to the Contract or are not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.
- (h) To the best of my knowledge, information and belief, the invoices supplied by Western Steel Works Incorporated are either unrelated to the Contract or are not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.
- (i) With respect to Gray Rock, I have determined to the best of my knowledge, information and belief that Invoice No. 00003364 may be related to the Contract and therefore payment in the amount of \$2,034.00 shall be made to Gray Rock from the holdback held by the Department related to the Contract (the "Holdback"). To the best of my knowledge, information and belief, the invoices supplied by Gray Rock, including Invoice No. 00003809 are either unrelated to the Contract or are not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising therefrom.
- (j) With respect to Toromont, Invoice Nos. W0480605144, W0480605759 and W0480605479 are for work directly contracted with the Company and are labour and or materials used or reasonably required for use in the performance Contract. \$9,587.43 shall be paid to Toromont from the Holdback with respect to such invoices. To the best of my knowledge, information and belief, any other invoices supplied by Toromont are either unrelated to the Contract or are not for labour and or materials used or reasonably

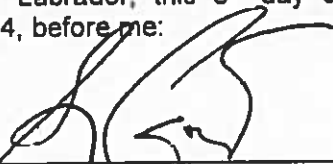
G.C. [Signature]

required for use in the performance Contract. Therefore the Company is not responsible for any claims arising from such other invoices.

- (k) With respect to the Woodward, Invoice Nos. 339082, 338415, IN00167029, 339740, 339628, 339817, 340093, 340154, 340197, 340239, 340539, 340643, 340739 and 341103 are for work directly contracted with the Company and are for labour and or materials used or reasonably required for use in the performance Contract. \$13,587.21 shall be paid to Woodward from the Holdback. To the best of my knowledge, information and belief, any other invoice supplied by Woodward is either unrelated to the Contract or are not for labour and or materials used or reasonably required for use in the performance Contract. Therefore the Company is not responsible for any claims arising from such other invoices.
 - (l) To the best of my knowledge, information and belief, the invoices supplied by Bitumar are not direct with the Company. Therefore the Company is not responsible for any claims arising therefrom.
4. The Company has undertaken an extensive internal review of its records to identify every creditor with a direct contract with the Company for labour and or materials used or reasonably required for use in the performance of the Contract and determined that all such creditors have either been paid or will be paid from the Holdback.

AND I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED at Corner Brook, in the City of Corner Brook Province of Newfoundland and Labrador, this 3rd day of November, 2014, before me:



A Barrister of the Supreme Court of Newfoundland and Labrador



Peter J. Byrne