

I will read what follows, because English is not my mother tongue and these matters are too important to miss some facts... I am asking you not to interrupted me during my reading, please take notes so we will be able to talk afterward...

I want to specify that the following has nothing to do with the relationship with the Town council, the mayor, the counsellors or even any of the resident of Lamont whit whom we maintain very good relationship.

I want to thank the council for being always available and open for discussion each time it is needed, especially tonight. Thank you for your presence.

We've tried to avoid this kind of situation as much as we could, hopping that Tom Miller would realised that we are good people, acting in good faith and are a serious company willing to do serious business for the benefit of the Town of Lamont, the ONLY town where our company holds assets... We just want to established peaceful and building a true cooperation with everybody in Lamont.

1. The « Stop Work Order »... (DISTRIBUTION DE LA LETTRE DU 11 SEPTEMBRE 2008 ET LECTURE)

1.1.He should have phoned to tell that there was a problem or simply call a meeting and this entire situation could as been avoided in an instant;

1.2.The letter sent on September 9<sup>th</sup> brings out schedule "D", section 4:

1.2.1. That kind of request should have been formulated when the subdivision plan by our engineers were given, not when the work is completed;

1.2.2. We did built temporary roads upon requests from a single letter, that didn't contain any specification at all, and when we were informed of the dust our trucks were raising on public roads and alley;

1.2.3. The temporary roads that we have built and big trucks can run on them without any problem, at this stage, it is abusive to ask us to change anything about those because they were never officially requested at first when the plans were deposited and accepted by the Town;

1.2.4. We are willing to do improvement on signage to identify the two entries and to give instructions to heavy weight trucks to go thru there, but not to all our workers who uses pickup trucks, trailers and small equipment.

1.3. The letter of September 10<sup>th</sup> talking about your engineers supplying plans:

1.3.1. The only thing we have received is a letter asking us for temporary roads without any specification, and we have built temporary roads;

1.3.2. The stop work has nothing to do with stopping the houses constructions...

1.3.3. We ask you to remove immediately the stop work order...

1.4. The “stop work order” of September 10<sup>th</sup>:

1.4.1. Not even signed and sent by regular mail... we learned about it thru a phone call from Jim Hart to Tom Miller, inquiring about the municipal address for his home, and to introduce himself as general manager of Jabneel... he was then told by Tom Miller that he should forget about putting a mortgage on his home, that the work stop order were there for months, and he was on his way to kick everybody out of the site and put a sign on... and by regard, here is the e-mail of Jim Hart... please take time to read Jim Hart letter... (BREAK – DISTRIBUTION LETTRE JIM HART)

1.4.2. Section 5.6 talks about necessary or reasonable... is it necessary or reasonable? Neither of those... my lawyer discusses this point within the September 12<sup>th</sup> 2008 letter to Brownlee, please take the time to read that... (BREAK – DISTRIBUTION LETTRE 12 SEPTEMBRE)

1.4.3. The term “reasonably” appears twice in that paragraph... why we say that Mr. Miller is not reasonable? We will tell you what we are subject to think, based on facts.

2. The reasons we believe that mr. Miller has abused his authority and is not reasonable with us and our project:
  - 2.1. Few months after signing up the agreement, at a lunch, mr. Miller answered to the following question : “Why the city of Lamont do not give a builders and developers list to those who wants to buy in town and why are we not referred” ... mr. Miller answered that I was paying fees to real estate agents and other selling agents and that if I was selling thru his referral, that I should pay him fees to him personally, just like a real estate agent or a salesman...
  - 2.2. After asked to see if it was legal here in Alberta, because it is fraudulent in Québec, he answered that he’s seen that before here...
  - 2.3. After that lunch, I decided to consult my legal advisor, because the last thing I would like to put myself in, is in an illegal position and in a position where I could feel like cheating on the Town Council and its inhabitants...
  - 2.4. After consulting many lawyers at Reynolds Mirth Richards & Farmer, the answer was categorical: do not do that, unless the Town and the Council agrees by writing of such a procedure.
  - 2.5. When I told Tom about this, he was very offended and told me that if he wants, he could bring a lot of delays and that he was knowing how to do it, thru all processes and administrative stuff... This is what he has done up until now...

- 2.6. He came back to me several times after to ask me for these fees, including two times before a witness, he then asked me to keep people out of this and to meet him alone when we had personal matters to talk about...
- 2.7. He added that I was lucky to be the right color to do business within this Town...
- 2.8. The second time he asked fees in front of a witness, I called back my lawyer which gave me the same advice: this is not only un-ethical, this is illegal...
- 2.9. The relationship with mr. Miller was changing and eroding more and more, ending up in delays and costs for Jabneel and hindering the project and its reputation.
- 2.10. And for everything I am mentioning right now, I don't only have witnesses, but I have three highly reputable lawyers, including two specialized in municipal affairs from Edmonton, that can testify having been consulted on that matter more than a year ago...

3. Considering those facts, here a few of the many things that we consider, knowing what we know, being direct consequences of our refusal to commit illegal activities:

3.1. When the Town built the 43 street, they push the scrap on the land beside, and when Jabneel started its work north of 43 street, we asked Tom Miller for that pile to be removed, may the one who push that remove it...

3.1.1. Tom Miller answered: “Do you have any witness of who did that? I don’t know who did that! Do you know? Do you have any witness? If you don’t, this is not my problem, you are responsible for that”...

3.1.2. With the goal of furthering the project, we have moved that pile ourselves with at a cost of \$17,000.

3.2. Then, the annexation of the Industrial Park... the Matzky property was bought on April 21<sup>st</sup> 2007.

3.2.1. Then, primary plans were sketched, and we were told by Tom Miller that all procedure would take from 3 to 4 months ;

3.2.2. Annexation procedure was prepared by Tom Miller himself on June 29 2007, and preliminary documents were sent to Alberta Transportation for an advise on whether they would be in favour or not of the annexation;

3.2.3. Following that positive recommendation, received on July 24 2007, mr. Miller stopped all procedure to go forth without any valid reason...;

3.2.4. We then learned that beside our annexation, mr. Miller gathered other land to annex as well and he used that reason to have delay, when there could be done within that year 2007.

3.2.5. He promised that in September 2007, it will be done... then in November 2007... then, on his mother's head, that before leaving for his Christmas holydays it will be done...;

3.2.6. Meanwhile, we have interested the business community on the project for presales... out of the 24 acres that we had selling agreements on, (conditional to all acceptance), we only have 1 sale left, a direct loss of over \$2 million dollars in sales.

3.2.7. The annexation is still not done as of today.

3.3. Then, on December 12, 2007, town agrees to amend both development and sales agreements...

3.3.1. After meeting Town Council to amend both development and sales agreement to have an extension on deadlines, after having agreed on dates and on a document that Tom Miller had to write for signature between the Town and Jabneel, Tom Miller asked us to go to his office urgently because he was leaving for holydays and that he had few time to meet us...

3.3.2. Just before noon, in his office, he told us to signed quickly the document because he had to leave... he was rushing me but I refused

to sign it quickly and told him that I wanted to read carefully the document before signing it...;

3.3.3. Tom Miller was unsatisfied and told me that he would give me only 15 minutes coming back from his lunch... ;

3.3.4. I was truly upset to realise that a sentence had been added, it was at our disadvantage, if I had put my trust in Tom Miller and had signed quickly this document, I was putting in jeopardy all Jabneel's investments;

3.3.5. The sentence that was added, at the end of the document, last sentence... is the following: "It is agreed that a default in any Agreement shall be a default in all Agreements between the Town of Lamont and Jabneel Development inc."... please take time to see the two documents... (**DISTRIBUTION DE L'ENTENTE DU 12 DÉCEMBRE 2007**)

3.3.6. When I asked about that sentence, Tom Miller answered: "Under mayor's directive and backed by the council, they asked for that sentence to be added" and he added that it was done after I left, when the meeting was over...

3.3.7. My question remains today: when I challenged Tom Miller to meet with the council and the mayor to talk about it, how can he just removed the sentence and above all, ask to have my copy back, if it was an official directive from the Mayor and the Council?

3.4. In another delayed story... Land transfers were asked in Edna on May 6 2008, transfers received on August 19 at our lawyers office and registered on August 27...

3.4.1. The 4 lots were asked for transfer on May 6 and were obtained, ready to sell on August 27, more than 3 and ½ months later...

3.4.2. Following those delays in land transfer, we have lost two customers, done sales (with deposit) for a total of \$240,000 of losses because it was too late to start their houses ;

3.4.3. On top of that, customers told us, that Tom Miller had contacted them... do mr. Miller call every house buyers and developers clients prior to a transaction? And if he does, with what purpose?

4. I haven't told it all... there is many other things, concerning the water pond, concerning a lot of other issues that I don't want to expose today... this however is enough to point out that it is impossible to move forward with the project given all that mr. Miller has done, to fulfill his promise that he would see the project delayed, and ultimately fail.
5. We are on the brink of being in default of our deadlines to register a subdivision plan on Westerly, because we are continually using our resources – human and financial – to solve artificial problems that again could be easily resolved with good faith from the other party.
6. It is critical at that stage, with more than \$4.5 million dollars invested, and another \$3 million to be invested this fall alone, that we come up with a working solution, because most of our financing could have been avoided if it wasn't of our total of \$5M dollars of losses...
7. The investors that we are gathering now, because of that situation, needs to be confident in us and in their investment, how can this be done, when they see stop work orders posted on houses...
8. Our lawyer told us that he talked to your lawyer and that all lawyers agrees, our lawyer and your lawyer, that this stop work order was premature, high handed, and unnecessary.
9. The Town's lawyer was not consulted prior to this stop order and agrees with our lawyer that solutions going forward need to be put in place to avoid this kind of situation in the future;

10. From our perspective, this means that the solution must include working with another person than Tom Miller for all of the reasons that I have already mentioned, and more...
11. I prayed today that Tom will realise that we don't hate him, we are not out to get him, however there is too much to lose for our company and for the Town, and this action cannot be avoided...
12. Once these matters would be dealt with tonight, we have to move forward... and for that, we have to amend some of the points in our agreements which are not good either for the Town or us... for instance to clarify the procedure of the Stop Work Order... for instance to adjust previous amendments that were not correctly written... for instance to modify the deadlines for Westerly... for instance to be able to raise mortgage on parcels of the land for servicing such as mentioned in the Development Agreement...
13. We are building a strong team... within the last 4 weeks, we welcomed three new colleagues, and more coming... All three newcomers will live in Lamont... Jim Hart, his wife Melanie and his daughter Madison, arriving from the Republic of Georgia, Madison is already going to the Lamont school, wants to buy our house in construction, and I am dealing with the possibility of his departure because of the experience he had with the Town of Lamont thru Tom Miller, as you read about it...
14. Guy Jr. Huneault, moving from Québec, an urban planner and technician in architecture, who arrived on Sunday with his wife, is moving in Lamont in the Matzky's house on Saturday waiting for his house to be built in Lamont....

15. Andrea Pfister, former employee of UBS Bank, the largest Bank in the World, speaking five languages, will move to Lamont, in the Matzky's house as well, waiting for her house to be built in Lamont...

16. Ben Trudeau, waiting for a condo to be built in Westerly... and myself, working on the plans of my house...

17. We are not only developers; we are future resident of Lamont. We want to do it the good way, with good relationships with everyone... Thank you for listening.