

AUG 23 2010

FORM 1 RULE 3-1(1)

S-105835



No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

RESCAN ENVIRONMENTAL SERVICES LTD.

PLAINTIFF

AND

PACIFIC BOOKER MINERALS INC.

DEFENDANT

NOTICE OF CIVIL CLAIM

[Rule 22-3 of the Supreme Court Civil Rules applies to all forms.]

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed notice of civil claim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed notice of civil claim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed notice of civil claim was served on you, or
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

1. The plaintiff Rescan Environmental Services Ltd. ("Rescan") is a corporation, duly incorporated pursuant to the laws of British Columbia with an address for delivery c/o 2600 – 595 Burrard Street, Vancouver, British Columbia, V7X 1L3.

2. The defendant Pacific Booker Minerals Inc. ("PBM") is a corporation, duly incorporated pursuant to the laws of British Columbia with an address for delivery at 430 – 580 Hornby Street, Vancouver, British Columbia, V6C 3B6.

3. Rescan is an environmental consulting company.

4. At all times material to this action, PBM was developing a mine in central British Columbia called the Morrison Copper/Gold project ("Morrison Project").

5. In order to develop the Morrison Project PBM was required, *inter alia*, to complete an environmental assessment and submit an Application for Environmental Assessment Certificate to the Government of the Province of British Columbia.

6. In May, 2006, PBM and Rescan entered into an agreement whereby Rescan would provide environmental consulting services to PBM with respect to the Morrison Project (the "Agreement").

7. It was a term of the Agreement that Rescan would invoice PBM for its services on a regular basis and that PBM would pay those invoices.

8. It was a further term of the Agreement that PBM would pay 1.5% per month on any amount unpaid on the invoices after 30 days from the invoice date.

9. Pursuant to the Agreement, Rescan provided environmental consulting services to the Morrison Project for PBM from May 2006 until the spring of 2010. Throughout this period, Rescan regularly provided PBM with invoices for the environmental consulting services and work performed on the Morrison Project.

10. The environmental consulting services provided by Rescan to PBM included:

- a. Review of existing environmental baseline reports;
- b. Develop and implement a multi-year program of comprehensive environmental, social and economic baseline inventory and assessment to form the basis of a British Columbia Environmental Assessment Certificate Application. The scope of the studies included:
 - i. archaeology and heritage resources;
 - ii. aboriginal traditional use and knowledge;
 - iii. land use and socio-economic studies;
 - iv. fish aquatic species and habitat;
 - v. terrestrial ecosystems, vegetation and wildlife;
 - vi. visual landscape and recreational resources;
 - vii. hydrology, soils, terrain, and natural hazards;
 - viii. groundwater hydrology and 3-dimensional modeling;
 - ix. metal leaching and acid rock drainage studies and water quality predictions;
 - x. soils mapping and reclamation design and costing;
 - xi. public health issues;
 - xii. atmospheric conditions, meteorology and noise; and
 - xiii. organization of baseline orthophotographic mapping of the mine site area.
- c. Developing an Environmental Assessment Certificate Application including:
 - i. analysis of the effects of the Morrison Project on the environment, and development of mitigation and management plans;
 - ii. support to PBM with public, agency, stakeholder and Lake Babine First Nations' consultation and information exchange;

- iii. technical support to PBM at government regulatory meetings (British Columbia Environmental Assessment Office; Canadian Environmental Assessment Agency);
- iv. development of the Fish Habitat Compensation Plan for the Department of Fisheries and Oceans of the Government of Canada, and *Navigable Waters Protection Act* waterway navigability assessment for Transport Canada;
- v. participation in consultant team meetings and contribution of technical analyses to trade-off studies (e.g. waste management facilities, road access);
- vi. preparation of an Application for an Environmental Assessment Certificate;
- vii. preparation of preliminary applications for concurrent permitting under the Provincial Concurrent Approvals Regulation (e.g. transmission line License of Occupation, Mining Lease); and
- viii. review and response to British Columbia Environmental Assessment Office's comments.

11. In breach of the Agreement PBM has failed to pay several invoices from Rescan for the work that had been performed on the Morrison Project totaling \$191,997.54. The details of the unpaid invoices are as follows:

Invoice Number	Invoice Date	Unpaid Balance
29714	9/15/2009	31,500.00
29849	10/22/2009	115,658.35
29881	11/16/2009	3,186.05
30081	1/18/2010	3,554.25
30212	2/24/2010	2,553.60
30428	5/25/2010	5,999.25
30531	7/06/2010	408.45
29958	12/01/2009	24,895.73
30084	1/18/2010	3,235.93
30213	2/24/2010	1,005.93
Total		\$191,997.54

(collectively the "Outstanding Invoices")

12. Rescan has made updated demands upon PBM with respect to the monies due and owing to them pursuant to the Agreement and the Outstanding Invoices issued by Rescan. PBM has refused or neglected to pay those amounts to Rescan despite its demands.

13. Rescan has demanded payment of the outstanding \$191,997.54, however, PBM, in breach of the Agreement, has failed to pay the outstanding amount.

14. As a result of PBM's actions as described in this Notice of Civil Claim the defendant has breached the Agreement with Rescan.

Part 2: RELIEF SOUGHT

1. Liquidated damages for the amounts owing under the Outstanding Invoices in the amount of \$191,997.54;
2. General damages for breach of the Agreement;
3. Special damages;
4. Interest pursuant to the Agreement at 1.5% per month on any amount unpaid on the invoices after 30 days from the invoice date, or alternatively, interest pursuant to *Court Order Interest Act*, R.S.B.C. 1996, c. 79, as amended;
5. Costs; and
6. Such further and other relief as this Honourable Court may deem just.

Part 3: LEGAL BASIS

1. Pursuant to the Agreement PBM is obligated to pay Rescan for the work that it performed at PBM's request on the Morrison Project.
2. PBM has breached and continues to breach the Agreement by failing to pay the Outstanding Invoices from Rescan for work that Rescan performed on the Morrison Project.
3. PBM's failure to pay the amounts owing to Rescan is a breach of the terms of the Agreement and of the terms of the invoices issued by Rescan. It constitutes a breach of contract for which PBM is liable to Rescan for damages.

Plaintiff's address for service:

Blake, Cassels & Graydon LLP
Barristers and Solicitors
Suite 2600, Three Bentall Centre
595 Burrard Street, PO Box 49314
Vancouver, BC V7X 1L3
Attention: James M. Sullivan

Fax number address for service (if any):

604-631-3309

E-mail address for service (if any):

N/A

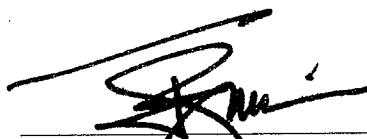
Place of trial:

Vancouver, British Columbia

The address of the registry is:

The Law Courts
800 Smithe Street
Vancouver, BC V6Z 2E1

Date: [23/Aug/2010]



Signature of James M. Sullivan
Lawyer for plaintiff,
Rescan Environmental Services Ltd.

Rule 7-1 (1) of the Supreme Court Civil Rules states:

- (1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,
 - (a) prepare a list of documents in Form 22 that lists
 - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
 - (ii) all other documents to which the party intends to refer at trial, and
 - (b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

The Plaintiff's claim against the Defendant for breach of contract arising from the Plaintiff's environmental consulting services for the development of the Defendant's mining project in central British Columbia.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☒ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☐ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

Part 4:

Court Order Interest Act, R.S.B.C. 1996, c. 79