COURT FILE NUMBER

2001-05482

COURT

COURT OF QUEEN'S BENCH OF

ALBERTA

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC 1985, c

C-36, as amended

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF JMB CRUSHING SYSTEMS INC.

and 2161889 ALBERTA LTD

APPLICANT

KALINKO ENTERPRISES LTD.

RESPONDENT

N.P.A. Ltd.

DOCUMENT

SUPPLEMENTAL AFFIDAVIT

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS **Brownlee LLP** 

2200, 10155 – 102 Street Edmonton, AB T5J 4G8

DOCUMENT

Attention: Daniel R. Peskett

Telephone: (780) 497.4800 Facsimile: (780) 424.3254 File No.: 72333-0143

## AFFIDAVIT OF BILL TURNER Sworn (or Affirmed) on July 31, 2020

- I, Bill Turner, of the Hamlet of Sherwood Park, in the Province of Alberta, SWEAR AND SAY THAT:
- 1. I am the Vice President & General Manager of N.P.A. Ltd. ("NPA") and as such, I have personal knowledge of the matters hereinafter deposed to expect where stated to be based upon information and belief and where so stated, I do verily believe the same to be true.

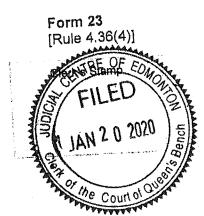
- 2. I am informed by Dan Peskett, of Brownlee LLP, counsel for NPA, and I do verily believe that, definitions of terms, as used in my July 30, 2020 Affidavit in this Action, are utilized in the same manner in this Affidavit.
- Attached hereto and marked as Exhibit "A" to this, my Affidavit, is a copy of the Discontinuance of Claim issued by JMB Crushing Systems ULC and 1610880 Alberta ULC against E Construction Ltd.
- 4. Although NPA was not successful in the re-tender process set out by Wood Buffalo for completion of the Anzac Project, Wood Buffalo still needed an aggregate supply for completion of the Anzac Project based on their decisions in the re-tender process. When Wood Buffalo could not complete a direct purchase of the Subject Aggregate from JMB, I decided NPA should proceed to try and purchase the Subject Aggregate from JMB as Wood Buffalo was a good customer of NPA, and NPA believed it would likely be able to sell the Subject Aggregate profitably to Wood Buffalo, taking into account its needs for completing the Anzac Project, or if not, make use of the Subject Aggregate elsewhere.
- 5. I make this Affidavit in opposition to Kalinko owning or having any proprietary interest in the Subject Aggregate and in support of NPA owning the Subject Aggregate.

SWORN BEFORE ME at Edmonton, Alberta, this 215 day of July, 2020

A Commissioner For Oaths in and for Alberta

RILL TURNER

A Notary Public, A Commission in and for Alberta	A.D., 20 20  Ter for Oaths  A.D. 20 20  Ter for Oaths
COURT FILE NUMBER	
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFFS	JMB CRUSHING SYSTEMS LUC and 1610880 ALBERTA ULC
DEFENDANTS	E CONSTRUCTION LTD.
DOCUMENT	DISCONTINUANCE OF CLAIM
ADDRESS FOR SERVICE	OGILVIE LLP 1400, 10303 Jasper Avenue
AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	Edmonton, Alberta 153 3No Attn: Rob O' Neill Phone: 780.429.6224 Fax: 780.429.4453 File No.: 27442.17
me were diagontinue th	e action, in its entirety, against the Defenda



The Plaintiffs discontinue the action, in its entirety, against the Defendant, E Construction Ltd., on a without costs basis, pursuant to an agreement reached between the parties.

This Discontinuance of Claim may be executed in counterpart and/or facsimile or other electronic means.

CONSENT TO DISCONTINUANCE:

SCHOPLER

OGILVIE LLP

PER:

Rob O'Neill C CAM Row Solicitor for the Plaintiffs BROWNLEE LLP

Daniel R. Peskett

Solicitor for the Defendant

If you discontinue the action/part of the action, the other party is entitled to costs unless the other party consents to discontinuance without costs (Rule 4.36(4)).

The discontinuance of the action/part of the action may not be raised as a defence to any subsequent action for the same or substantially the same claim (Rule 4.36(5)).