

COURT FILE NUMBER 2001-05482
 COURT COURT OF QUEEN'S BENCH OF ALBERTA
 JUDICIAL CENTRE CALGARY

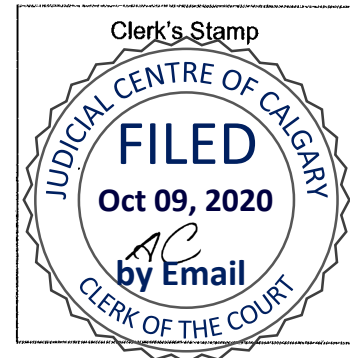
IN THE MATTER OF THE COMPANIES'
 CREDITORS ARRANGEMENT ACT, RSC
 1985, c. C-36, as amended

AND IN THE MATTER OF A PLAN OF
 ARRANGEMENT OF JMB CRUSHING
 SYSTEMS INC. and 2161889 ALBERTA LTD.

APPLICANTS JMB CRUSHING SYSTEMS INC. and
 2161889 ALBERTA LTD.

DOCUMENT **AFFIDAVIT OF JERRY SHANKOWSKI**

ADDRESS FOR SERVICE AND CONTACT
 INFORMATION OF PARTY FILING THIS DOCUMENT
 HAJDUK LLP
 Barristers & Solicitors
 #202 Platinum Place
 10120 – 118 Street NW
 Edmonton, AB, T5K 1Y4
Attention: Richard B. Hajduk
 Ph. 780-428-4258
 Fax. 780-425-9439
FILE NO.: 5448 RBH



COM
 Oct 16 2020
 J. Eidsvik

AFFIDAVIT OF JERRY SHANKOWSKI SWORN OCTOBER 9, 2020

I, JERRY SHANKOWSKI, Businessman, of the City of Edmonton, Alberta, SWEAR AND SAY THAT:

1. I am a personal claimant against JMB CRUSHING SYSTEMS INC. ("JMB"), and the President and sole director of 945441 ALBERTA LTD. ("945441"), and as such I have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief.
2. Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a true copy of an Aggregates Royalty Agreement between myself and 945441 and JMB CRUSHING SYSTEMS ULC, which as I understand it is an unlimited liability company owned or controlled by JMB and through which JMB does or previously did business. I am advised by one of my lawyers, Rodger C. Gibbs ("Gibbs") and do verily believe that an unlimited liability company ("ULC") under Alberta Law is one which does not give limitation of liability to its shareholders and for which the shareholders remain liable for the debts and liabilities of the ULC and entitled to the assets of the ULC in a way that allows the ULC to be effectively ignored for tax purposes as profits and losses

flow through to the shareholders. It is pursuant to the attached Aggregates Royalty Agreement that JMB has been removing and selling aggregates, including gravel and sand from the Pit on my Lands referred to in the Aggregates Royalty Agreement on SW-21-56-7-W4 (the "Shankowski Pit"). Although I own the Lands personally, I carry on business through 945441.

3. Attached and marked as **Exhibit "B"** to this my Affidavit is a true copy of title to my said Lands which my lawyers recently obtained, which shows 2 Builders' Liens registered against my Lands.
4. Attached and marked **Exhibit "C"** to this my Affidavit is a true copy of a Builders' Lien Statement of Lien which was provided to me by Alberta Land Titles Office regarding the Lien filed by RBEE Aggregate Consulting Ltd. ("RBEE").
5. Attached and marked **Exhibit "D"** to this my Affidavit is a true copy of a Builders' Lien Statement of Lien which was obtained by my lawyers from Alberta Registries regarding the Lien filed by J.R. Paine & Associates Ltd. ("J.R. Paine") (as the copy of the Statement of Lien which was provided to me by Alberta Land Titles Office appeared to be incomplete).
6. I believe that each of the Liens filed is invalid as being contrary to the spirit and intent of the Order granted in this Action by the Honourable Madam Justice K.M. Eidsvik ("Justice Eidsvik") on May 20, 2020 ("Eidsvik May 20 Order"), establishing a builders' lien protocol regarding actual and potential lien claims regarding the Contract between JMB and the Municipal District of Bonnyville No. 87 ("MD of Bonnyville"), and contrary to the provisions of the *Builders' Lien Act* (Alberta) ("BLA"). Attached and marked **Exhibit "E"** to this my Affidavit is a true copy of the Eidsvik May 20 Order.
7. I believe that each of the Liens filed could have, and properly should have, been filed against the lands of the MD of Bonnyville, instead of being filed against my Lands, and in any event should be subject to the Builders' Lien protocol established under the Eidsvik May 20 Order.
8. Neither I nor 945441 requested, expressly or implicitly, any materials or services to be provided respecting an improvement on my Lands, and such materials or services were not provided on the credit of, on behalf of, for the direct benefit of or with the privity and consent of myself or 945411. Rather, if anyone requested materials or services to be provided, it would have been JMB. There are no buildings or other permanent structures on my Lands. Neither I nor 945441 have had any interaction with RBEE or J.R. Paine to date, other than receiving the notifications of the builders' liens from the Land Titles Office. I am advised by Gibbs and do verily believe that there is a significant issue as to whether I or 945411 is an "owner" within the meaning of the *BLA* regarding the Liens registered by RBEE and J.R. Paine because of the facts that neither I nor 945441 requested any materials or services to be provided respecting an improvement on my Lands. Further, neither I nor 945411 hired JMB to provide work or materials in respect of an improvement to my Lands. Rather, pursuant

to the Aggregates Royalty Agreement, JMB is permitted to remove aggregates and sell them, but has to pay 945411 and myself a royalty based on the tonnes of aggregate removed of various types.

9. Further, it is my understanding that the materials or services provided by RBEE and J.R. Paine, respectively, would have been provided on or respecting an improvement on the Lands of MD of Bonnyville and not on or in respect of an improvement on my Lands.
10. With respect to the Lien registered by RBEE, the claimed services are stated to be "Aggregate (gravel) crushing work".
11. With respect to the Lien registered by J.R. Paine, the claimed services are stated to be "testing of aggregate materials".
12. Before aggregate can be crushed, it has already been extracted from the Lands and no longer is affixed to or part of the Lands, but rather has become moveable property or chattel.
13. Before aggregate can be inspected, it has already been both extracted from the Lands and crushed, which again means it is no longer affixed to or part of the Lands, but rather has become moveable property or chattel.
14. There have been no "improvements" added to my Lands by either RBEE or J.R. Paine, and there were no "improvements" on my Lands prior to the supply of services by either RBEE or J.R. Paine.
15. To the best of my knowledge, information and belief, neither RBEE nor J.R. Paine provided services on or in respect of an "improvement" on my Lands, but rather provided services in respect of moveable property, being the aggregate that had by that time already been extracted from my Lands, but were intended for use on or in respect of an "improvement" to the lands of the MD of Bonnyville.
16. Under the Aggregates Royalty Agreement, JMB pays 945441 certain royalty rates for different kinds of aggregate based on type and size. 945441 does not get paid until the aggregate is removed from my Lands.
17. As far as I understand, the royalties paid are effectively a form of rent for the use of my Lands.
18. Neither I nor 945441 received any notice under the *BLA* which I understand would have been required to make either 945441 or myself liable for any work or materials supplied on or in respect of an improvement on my Lands if either I or 945441 were a normal landlord or lessor.

- 19. Each of the RBEE Lien and the J.R. Paine Lien claims a Lien in the fee simple estate of the Lands. In addition, the J.R. Paine Lien claims that the fee simple estate in the lands is owned by the MD of Bonnyville, which is not true in respect of my Lands. A copy of the title to my Lands is attached to the J.R. Paine Lien as Schedule "B", but the first page of the J.R. Paine Lien claims a lien in the fee simple estate and indicates that the fee simple estate is owned by the MD of Bonnyville. I am the registered owner of the fee simple interest in the Lands, which I hold in trust for 945441. The MD of Bonnyville does not own any interest in my Lands, including but not limited to the fee simple estate.
- 20. Neither the RBEE Lien nor the J.R. Paine Lien alleges that any work or services were provided at the request, expressly or impliedly, of either myself or 945441, and does not allege that either myself or 945441 is an "owner" of the Lands within the meaning of the *BLA*, by which I understand it would be necessary to allege that the services were provided at the request, expressly or impliedly, of myself or 945441, respectively.
- 21. Each of the RBEE Lien and the J.R. Paine Lien alleges that any services were provided at the request of JMB and not either myself or 945441.
- 22. In addition, the J.R. Paine Lien alleges that the services were provided at the request of both JMB and the MD of Bonnyville. It does not allege that the services were provided at the request of myself or 945411.
- 23. I am advised by Gibbs and do verily believe that it is too late for either RBEE or J.R. Paine to claim a builders' lien pursuant to the protocol established by the Eidsvik May 20 Order, if they have not already done so, as the RBEE Lien alleges that the last services were provided on April 8, 2020, and the J.R. Paine Lien alleges that the last services were provided on April 6, 2020.
- 24. I make this Affidavit in support of an application for an Order discharging the builders' liens registered by RBEE and J.R. Paine from the Titles to my Lands and invoking s. 191(3)(b) of the *Land Titles Act* in respect of the order sought.

SWORN BEFORE ME on the 9th day of
 October, 2020 at Edmonton, in the Province of
 Alberta.



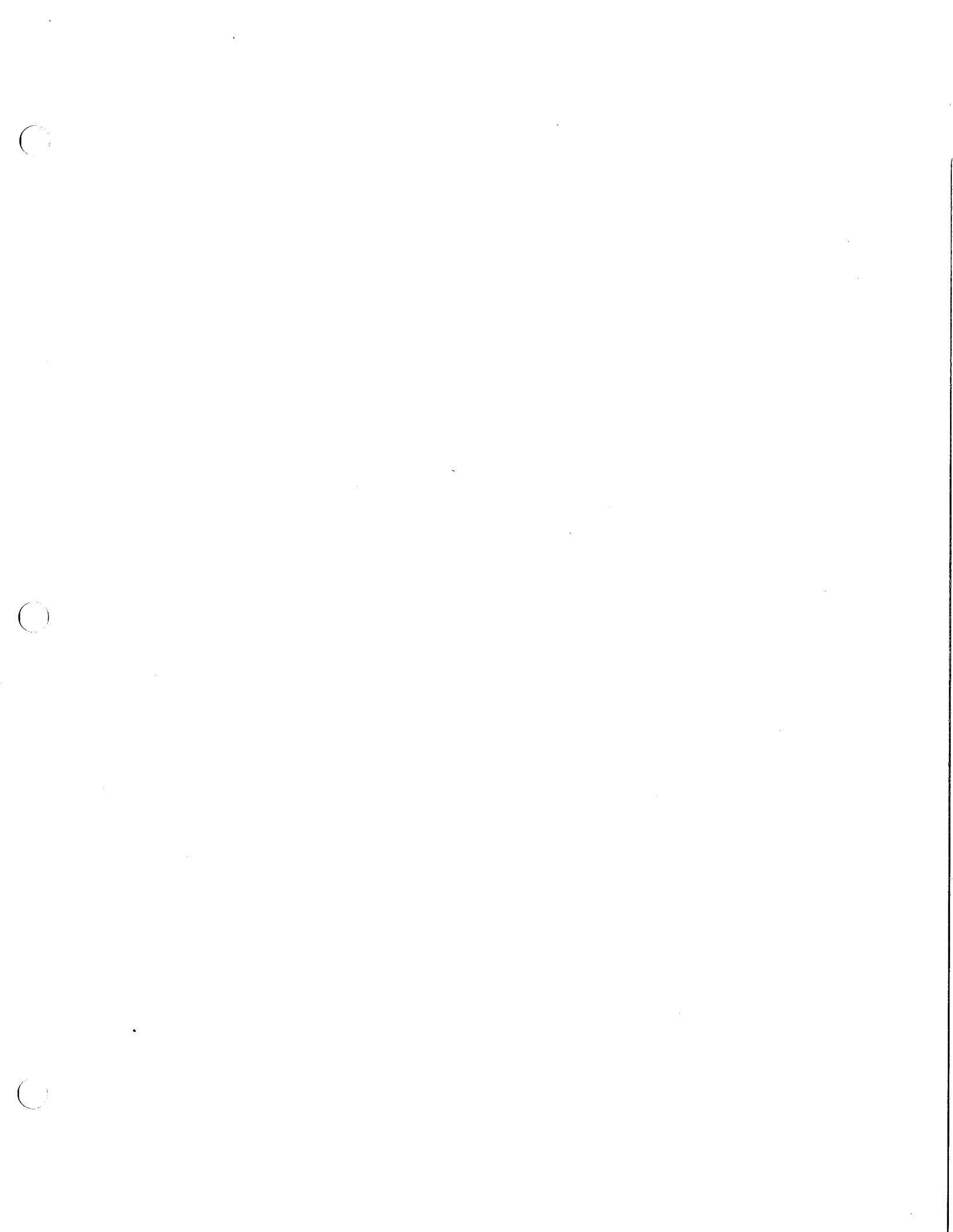
 A Commissioner for Oaths in and for Alberta

RODGER C. GIBBS
 Barrister & Solicitor
 (Province of Alberta)

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)



JERRY SHANKOWSKI



AGGREGATES ROYALTY AGREEMENT

This **EXCLUSIVE AGREEMENT** is made as of the _____
October _____, AD 2011

BETWEEN JMB CRUSHING SYSTEMS ULC
(hereinafter referred to as "JMB")

And

Jerry Shankowski (94544) Alberta Ltd.
(full names and/or complete company name)

7727 81 Avenue Edmonton AB T6C 0V7
(full postal address)

(hereinafter referred to as "Vendor")

WHEREAS the Vendor is the owner of the

SW 21-56-7-W4

(legal land description)

(hereinafter referred to as "Land") and a portion of the

NOW THEREFORE THIS AGREEMENT WITNESSETH

ARTICLE 1: PURPOSE

In consideration of the sum of _____ Dollars (\$_____)

4. "Machinery" means excavation equipment, crushers, screening equipment, mobile asphalt and soil-cement mixing plants, portable testing laboratories, weigh scales and storage tanks and shall include such other machinery, trucks, temporary structures and conveniences that JMB deems necessary for the prospecting, testing, getting, processing and hauling out of Aggregates, but shall exclude any structures whose primary purpose is residential in nature.

ARTICLE II ACCESS TO AGGREGATES

The Vendor agrees to exclude all other gravel marketing agents or agencies from the Lands, and agrees to allow JMB, his agents, servants and workmen full and free exclusive access at all times to and from the Lands, and agrees that JMB may, at his own expense:

1. Do all such acts as may be necessary for the purpose of effectual exploring, prospecting for, testing, getting, processing, and disposing of Aggregates contained in the Lands.
2. Take upon the Lands and use without hindrance such Machinery as JMB deems necessary, and
3. Place or pile upon the Lands without further charge any excavated or processed Aggregates, rejected or reclaimed material, topsoil or overburden necessary for the duration of this Agreement.

ARTICLE III WEED CONTROL

Overburden and waste material will be disposed of or piled in such a manner as to facilitate weed control wherever such disposal or piling is practicable.

ARTICLE IV ROYALTY RATES ESTABLISHED

1. JMB shall pay to the Vendor 3.50 4.00 dollars per TONNE
(4.34 4.96 dollars per CUBIC YARD) of accepted GRAVEL removed from the Lands.
2. JMB shall pay to the Vendor 1.00 1.50 dollars per TONNE
(1.24 1.86 dollars per CUBIC YARD) of accepted SAND removed from the Lands.
3. JMB shall pay the vendor 5.00 5.50 dollars per TONNE
(6.20 6.82 dollars per CUBIC YARD) of pea gravel removed from the Lands.

Such payments are due ninety (90) days after the sand and gravel has been removed from the Lands. Such payments shall in all cases be compensation in full for Aggregates removed from the Lands.

ARTICLE IX REMAINING STOCKPILES

Notwithstanding the expiry date described in Article VIII, the right to leave material that has been produced in the Lands for a period of two (2) years beyond the right of access to such stockpiles for the purpose of...

ARTICLE X TERM OF THIS AGREEMENT

The term of this Agreement shall be for the period commencing on the date of the execution of this Agreement and shall terminate on the date of the expiration of the term of the Agreement...

THIS AGREEMENT HAS BEEN EXECUTED BY THE SIGNATORIES

JMB CRUSHING SYSTEMS ULC

PER: 

EXECUTED BY THE SIGNATORIES

C

C

C



LAND TITLE CERTIFICATE

S			
LINC	SHORT LEGAL	TITLE NUMBER	
0037 711 520	4;7;56;21;NW	172 269 783 +5	
0037 711 538	4;7;56;21;SW		

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 1722948 - ROAD 0.417 1.03
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 1722948 - ROAD 0.417 1.03
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 152 341 245 +2

This is Exhibit "B"
Referred to in the Affidavit of
Jerry Shankowski
Sworn before me this
9th Day of October, 2020
R. Gibbs
A Commissioner for Oaths in
and for the Province of Alberta

RODGER C. GIBBS
Barrister & Solicitor
(Province of Alberta)

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
172 269 783	16/10/2017	ROAD PLAN		

OWNERS

JERRY SHANKOWSKI
OF 7727-81 AVE NW
EDMONTON
ALBERTA T6C 0V4

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
172 269 783 +5

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
862 021 825	30/01/1986	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AS TO PORTION OR PLAN:4286BM
972 235 435	08/08/1997	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 AGENT - DONNA FELLOWS AFFECTED LAND: 4;7;56;21;SW (DATA UPDATED BY: CHANGE OF NAME 042462560)
202 104 972	13/05/2020	BUILDER'S LIEN LIENOR - J.R. PAINE & ASSOCIATES LTD. C/O SCOTT LAW 17505 106 AVE EDMONTON ALBERTA T5S1E7 AGENT - JOHN SCHRODER AMOUNT: \$64,207
202 106 447	15/05/2020	BUILDER'S LIEN LIENOR - RBEE AGGREGATE CONSULTING LTD. C/O PUTNAM & LAWSON 9702-100 STREET MORINVILLE ALBERTA T8R1G3 AGENT - MAXWELL C PUTNAM AMOUNT: \$1,270,791

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 27 DAY OF MAY,
2020 AT 08:27 A.M.

ORDER NUMBER: 39376248

CUSTOMER FILE NUMBER: 5448



END OF CERTIFICATE

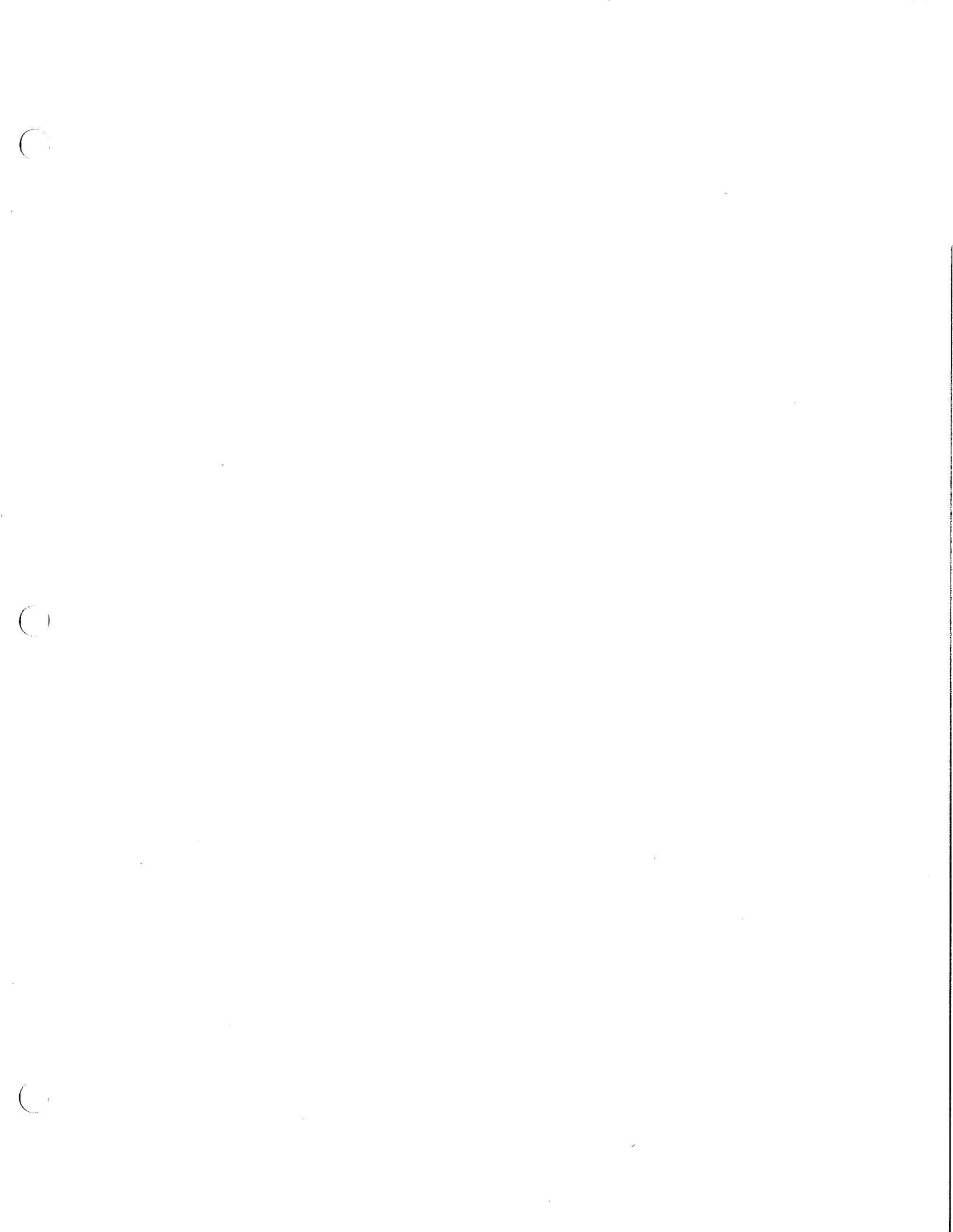
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THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

3



Lienholder: RBEE Aggregate Consulting Ltd.
 Address: 2100, 222 - 3 Avenue SW, Calgary, Alberta T2P 0B4

claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____

Name: Jerry Shankowski
 Address: 7727 - 81 Ave NW, Edmonton, Alberta T6C 0V4

In the following land:
 See attached Schedule "A".

The Lien is claimed in respect of the following work or materials:
 Aggregate (gravel) crushing work

which work or materials were or are to be provided for:
 Name of Person or Corporation: JMB Crushing Systems Inc.
 Address: Suite 2600, 595 Burrard Street, PO Box 49314, Vancouver, British Columbia V7X 1L3

This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.

a) The work was completed or the materials were last furnished:
 on April 6, 2020

- OR -

b) The work is not yet completed or all the materials have not yet been furnished.

The sum claimed as due or to become due is \$ 1,270,791.71

The address for service of the Lienholder in the Province of Alberta is
 Putnam & Lawson
 9702 - 100 Street
 Morinville, Alberta T8R 1G3

This is Exhibit "C"
 Referred to in the Affidavit of
 Jerry Shankowski
 Sworn before me this
 9th Day of October, 2020
 A Commissioner for Oaths in
 and for the Province of Alberta

RODGER C. GIBBS
 Barrister & Solicitor
 (Province of Alberta)

this 14 day of May, 2020
 at Morinville, Alberta.

(Signature of Lienholder or Agent)

MAXWELL C. PUTNAM
 BARRISTER & SOLICITOR

SCHEDULE "A"
Fee Simple Interest

Title #	Title Number	Legal Description
2	172 269 783 +5	<p>FIRST MERIDIAN 4 RANGE 7 TOWNSHIP 56 SECTION 21 QUARTER NORTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1722948 - ROAD 0.417 1.03 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME</p> <p>SECOND MERIDIAN 4 RANGE 7 TOWNSHIP 56 SECTION 21 QUARTER SOUTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1722948 - ROAD 0.417 1.03 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME</p>

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**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

202104972

ORDER NUMBER: 39377578

This is Exhibit "D"
Referred to in the Affidavit of
Jerry Shanboushi
Sworn before me this
9th Day of October, 2020
R. Gibbs
A Commissioner for Oaths in
and for the Province of Alberta
RODGER C. GIBBS
Barrister & Solicitor
(Province of Alberta)

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

Lienholder J.R. Paine & Associates Ltd. Address 17505 106 Avenue Edmonton, Alberta, T5S 1E7
claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____ Name The Municipal District of Bonnyville No. 87 Address 4905-50 Avenue, Bag 1010 Bonnyville, Alberta T9N 2J7
In the following land: SEE ATTACHED SCHEDULE A, SCHEDULE B, AND SCHEDULE C
The Lien is claimed in respect of the following work or materials: The work provided by the Claimant was the testing of aggregate materials.
which work or materials were or are to be provided for: Name of Person or Corporation: JMB Crushing Systems Inc., The Municipal District of Bonnyville No. 87 Address 4905 - 50 Avenue, Bag 1010 Bonnyville, Alberta T9N 2J7
<input type="checkbox"/> This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.
<input checked="" type="checkbox"/> a) The work was completed or the materials were last furnished: on <u>April 8, 2020</u>
- OR - <input type="checkbox"/> b) The work is <u>not</u> yet completed or all the materials have <u>not</u> yet been furnished.
The sum claimed as due or to become due is \$ <u>64,207.50</u>
The address for service of the Lienholder in the Province of Alberta is c/o Scott Law 17505 - 106 Avenue Edmonton, AB T5S 1E7

this 12 day of May, 2020


(Signature of Lienholder or Agent)

at Edmonton, Alberta.

I, John Schroder, Vice President,
of Edmonton, Alberta
named in the above (or annexed) statement make oath and say that the said claim is true.

Sworn before me at Edmonton, Alberta

on the 12 day of May, 2020


(Signature of Applicant)



Heidi Tolentino
A Commissioner for Oaths in and
for the Province of Alberta
My Commission Expires May 18, 2023
(Print or Stamp Name of Commissioner)

May 18, 2023
(Expiry Date of Commission
or Office)

Commissioner for Oaths in and for Alberta

- OR -

I, _____,
of _____, Alberta
make oath and say:
1. That I am the agent (or assignee) of _____
named in the above (or annexed) statement and have full knowledge of the facts set forth in
the above (or annexed) statement.
- OR -
I am informed by _____
and believe that the facts are as set forth in the above (or annexed) statement.
2. That the said claim is true (or when deponent has been informed, that I believe
that the said claim is true).

Sworn before me at _____, Alberta

on the ___ day of _____

(Signature of Applicant)

Commissioner for Oaths in and for Alberta

(Print or Stamp Name of Commissioner)

(Expiry Date of Commission
or Office)

This information is being collected for the purposes of land titles records in accordance with the Builders' Lien Act and the Land Titles Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-2742.

3



SCHEDULE A

LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0034 014 183 0928625;1;1 102 054 177 ✓

LEGAL DESCRIPTION

PLAN 0928625

BLOCK 1

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 20.22 HECTARES (49.96 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;5;61;19;NE

MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

REFERENCE NUMBER: 092 310 481

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
102 054 177	17/02/2010	TRANSFER OF LAND	\$600,000	SEE INSTRUMENT

OWNERS

THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87.

OF 4905-50 AVE, BAG 1010

BONNYVILLE

ALBERTA T9N 2J7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
002 241 364	21/08/2000	CAVEAT RE : ROAD WIDENING CAVEATOR - THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87. BAG 1010 BONNYVILLE ALBERTA T9N2J7 AGENT - ROBERT A DOONANCO

(CONTINUED)

4

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
102 054 177

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

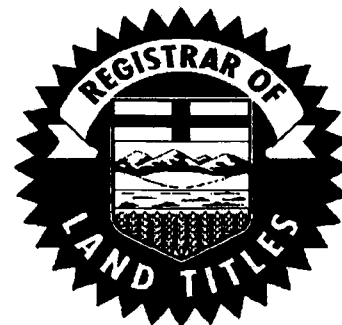
092 310 470 01/09/2009 CAVEAT
RE : ROADWAY
CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF
ALBERTA
AS REPRESENTED BY MINISTER OF TRANSPORTATION
2ND FLOOR, TWIN ATRIA BUILDING
4999 - 98 AVENUE NW
EDMONTON
ALBERTA T6B2X3

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY,
2020 AT 01:53 P.M.

ORDER NUMBER: 39303053

CUSTOMER FILE NUMBER: JR Paine



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

5



SCHEDULE B

LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL
0037 711 520	4;7;56;21;NW
0037 711 538	4;7;56;21;SW

TITLE NUMBER
172 269 783 +5 ✓

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:	HECTARES	(ACRES)	MORE OR LESS
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A) PLAN 1722948 - ROAD	0.417	1.03	
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EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21

QUARTER SOUTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:	HECTARES	(ACRES)	MORE OR LESS
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A) PLAN 1722948 - ROAD	0.417	1.03	
------------------------	-------	------	--

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 152 341 245 +2

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
172 269 783	16/10/2017	ROAD PLAN		

OWNERS

JERRY SHANKOWSKI
OF 7727-81 AVE NW
EDMONTON
ALBERTA T6C 0V4

(CONTINUED)

6

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
172 269 783 +5

REGISTRATION

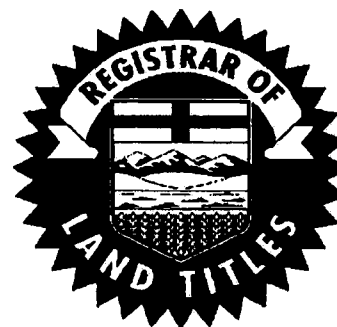
NUMBER	DATE (D/M/Y)	PARTICULARS
862 021 825	30/01/1986	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AS TO PORTION OR PLAN:4286BM
972 235 435	08/08/1997	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 AGENT - DONNA FELLOWS AFFECTED LAND: 4;7;56;21;SW (DATA UPDATED BY: CHANGE OF NAME 042462560)

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY, 2020 AT 02:07 P.M.

ORDER NUMBER: 39303296

CUSTOMER FILE NUMBER: JR Paine



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



SCHEDULE C

LAND TITLE CERTIFICATE

S

LINC

0037 711 496

SHORT LEGAL

4;7;56;16;NW

TITLE NUMBER

172 269 783 +2

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 16

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 4286BM - ROAD

0.0004 0.001

B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID SAID QUARTER SECTION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY 110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH BOUNDARY TO A POINT ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT

CONTAINING 1.21 3.00

C) PLAN 1722948 - ROAD

0.360 0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 072 148 823

REGISTERED OWNER(S)

REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
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172 269 783 16/10/2017 ROAD PLAN

OWNERS

HELEN HAVENER

OF BOX 598, ELK POINT

ALBERTA T0A 1A0

AS TO AN UNDIVIDED 1/2 INTEREST

GAIL CHARLENE HAVENER

OF BOX 608, ELK POINT

ALBERTA T0A 1A0

AS TO AN UNDIVIDED 1/2 INTEREST

(CONTINUED)

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• 3111111111

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

172 269 783 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

882 162 859 19/07/1988 CAVEAT
RE : EASEMENT
CAVEATOR - JIMMY DAVID YARMUCH
BOX 645
ELK POINT
ALBERTA T0A1A0
(DATA UPDATED BY: TRANSFER OF CAVEAT
012383325)

972 003 876 06/01/1997 CAVEAT
RE : SURFACE LEASE
CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.
BOX 6926, STATION "D"
CALGARY
ALBERTA T2P2G1
AGENT - DONNA FELLOWS
(DATA UPDATED BY: CHANGE OF NAME 042462572)

972 229 534 05/08/1997 UTILITY RIGHT OF WAY
GRANTEE - CANADIAN NATURAL RESOURCES LIMITED.
BOX 6926, STATION "D"
CALGARY
ALBERTA T2P2G1
(DATA UPDATED BY: CHANGE OF NAME 042463878)

002 170 374 20/06/2000 CAVEAT
RE : ROYALTY AGREEMENT
CAVEATOR - JMB CRUSHING SYSTEMS LTD.
P O BOX 478
ELK POINT
ALBERTA T0A1A0

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY,
2020 AT 02:07 P.M.

ORDER NUMBER: 39303296

CUSTOMER FILE NUMBER: JR Paine



END OF CERTIFICATE

(CONTINUED)

10

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



202104972

202104972 REGISTERED 2020 05 13
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DRR#: 8153BB1 ADR/TJOHNSON
LINC/S: 0034014183 +

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RODGER C. GIBBS
Barrister & Solicitor
(Province of Alberta)

This is Exhibit "E"

Referred to in the Affidavit of

Jerry Sminkowski

Sworn before me this

9th Day of October, 2020

A Commissioner for Oaths in
and for the Province of Alberta



I hereby certify this to be a true copy of
the original Order

Dated this 21 day of May 2020

[Signature]
for Clerk of the Court

COURT FILE NO.: 2001-05482
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS' INV #501099
ARRANGEMENT ACT, RSC 1985, c C-36, as amended

AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and
2161889 ALBERTA LTD.

APPLICANT JMB CRUSHING SYSTEMS INC.
DOCUMENT ORDER – LIEN CLAIMS – MD of BONNYVILLE
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT
Gowling WLG (Canada) LLP
1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9
Attn: Tom Cumming/Caireen E. Hanert/Alex Matthews
Phone: 403.298.1938/403.298.1992/403.298.1018
Fax: 403.263.9193
File No.: A163514

DATE ON WHICH ORDER WAS PRONOUNCED: May 20, 2020
LOCATION AT WHICH ORDER WAS MADE: Calgary Court House
NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice K.M. Eidsvik

UPON THE APPLICATION of JMB Crushing Systems Inc. ("JMB"); AND UPON HEARING counsel for JMB; AND UPON reviewing the Affidavit of Jeff Buck sworn May 8, 2020 and the Affidavit of Jeff Buck sworn May 20, 2020; AND UPON hearing counsel for the Applicant and those parties present; IT IS HEREBY ORDERED THAT:

1. The time for service of notice of application for this Order is hereby abridged and deemed good and sufficient and this application is properly returnable today.

2. The Consent Order granted May 11, 2020 by the Honourable K.M. Eidsvik is hereby set aside and the process contemplated therein is replaced by the process set out herein.

Definitions

3. For the purpose of the within Order, the following terms shall have the following meanings:
 - (a) “BLA” means the *Builders’ Lien Act*, RSA 2000, c B-7;
 - (b) “Claims Bar Date” means 5:00p.m. (Calgary time) on June 1, 2020, or such other date as may be ordered by the Court;
 - (c) “Contract” means the agreement between MD of Bonnyville and JMB dated November 1, 2013, as amended, pursuant to which JMB provided Product to MD of Bonnyville and hauled the Product for stockpiling at the Lands;
 - (d) “CRA Amount” means \$236,000.00 to be paid to the CRA from the Funds less the Holdback Amount in accordance with this Order;
 - (e) “Determination Notice” means written notice of a Lien Determination;
 - (f) “Disputed Amount” means the amount disputed as owing by MD of Bonnyville to JMB, which is \$131,237.60;
 - (g) “Funds” means those amounts invoiced by JMB to MD of Bonnyville but not yet paid by MD of Bonnyville for the period up to and including April 30, 2020 in relation to the Contract, less the Disputed Amount, which is \$3,563,768.40;
 - (h) “Holdback Amount” means the amount to be held by the Monitor from the Funds, which is \$1,850,000.00;
 - (i) “Interested Party” means any party who gives notice in writing to the Monitor of its interest in a Lien Determination;
 - (j) “JMB” is JMB Crushing Systems Inc.;
 - (k) “Lands” means those lands legally described as:

LEGAL DESCRIPTION
 MERIDIAN 4 RANGE 5 TOWNSHIP 61
 SECTION 19
 QUARTER NORTH EAST
 CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
 A) PLAN 8622670 ROAD 0.416 1.03
 B) PLAN 0023231 DESCRIPTIVE 2.02 4.99
 C) PLAN 0928625 SUBDIVISION 20.22 49.96
 EXCEPTING THEREOUT ALL MINES AND MINERALS

- (l) **“Lien”** means a lien registered under the BLA against the Lands in respect of the Work or the Contract;
- (m) **“Lien Claim”** means a claim of any Lien Claimant to the extent of such Lien Claimant’s entitlement to receive payment from the major lien fund, as defined in the BLA, as it relates to the Work performed by the Lien Claimant or a subrogated claim for such Work;
- (n) **“Lien Claimant”** means a claimant who: (i) has registered a Lien for its Work against the Lands; or (ii) has a Lien Claim and has provided a Lien Notice to the Monitor as described herein;
- (o) **“Lien Determination”** means a determination of the validity of a Lien, a Lien Claim and the quantum thereof, whether by the Monitor or this Court;
- (p) **“Lien Notice”** means the form attached as Schedule “A” hereto;
- (q) **“MD of Bonnyville”** is the Municipal District of Bonnyville No. 87;
- (r) **“Monitor”** means FTI Consulting Canada Inc., in its capacity as the Court-appointed monitor of JMB, and not in its personal capacity or corporate capacity;
- (s) **“Product”** means the aggregate produced by JMB pursuant to the Contract; and
- (t) **“Work”** means work done or materials furnished with respect to the Contract or the Lands.

Stay of Lien Claims

4. No person shall be permitted to commence or serve any Lien Claims, or to preserve or perfect any Lien Claim under the BLA, for Work done in respect of the Contract or the Lands for the period up to and including April 30, 2020. Any such Lien or Lien Claim is hereby stayed, and any person seeking to serve or enforce any Lien or Lien Claim shall be required to seek the rights and remedies set out in this Order.

Claims Process

5. Within one (1) Business Day of the within Order being granted by this Court, MD of Bonnyville shall remit to the Monitor the Funds, and shall thereafter be deemed to have been in the same position as if (a) no written notices of Lien had been received; (b) no Lien Claims had been made, asserted, delivered, preserved or perfected; and (c) no Lien Notice had been received, and MD of Bonnyville shall have no further liability for such Funds.
6. The Monitor shall hold the Holdback Amount in trust in an interest bearing account in accordance with the terms of this Order, which Holdback Amount shall be deemed to be the amount MD of Bonnyville was required to hold back pursuant to section 18 of the BLA from payments it made or makes to JMB for those amounts invoiced up to and including April 30, 2020.
7. Any person who wishes to assert a Lien Claim against the Lands and who has not yet registered a Lien against the Lands shall deliver a Lien Notice by email to the Monitor's attention within the time frame prescribed by the BLA in order to preserve and perfect their Lien Claim.
8. Pursuant to section 48(2) of the BLA, the Holdback Amount shall stand as security in place of the Lands to the extent of any security granted under the BLA for all Lien Claims registered by Lien or provided to the Monitor by Lien Notice prior to the expiry of the time frame prescribed by the BLA.
9. Lien Claimants who have registered a Lien against the Lands or provided a Lien Notice to the Monitor as set out in paragraph 7 hereof shall only be required to take the steps set out

in this Order to prove their Lien, and shall not be required to take any steps set out in the BLA, including, but not limited to, filing a statement of claim or a certificate of lis pendens.

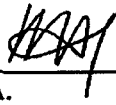
10. Upon the Monitor providing a certificate to the Registrar of Land Titles confirming receipt of the Funds by the Monitor and that the Funds are sufficient to pay the Liens, the Registrar is hereby authorized and directed under section 191(3)(a) of the *Land Titles Act*, RSA 2000, c L-4 to discharge the registration of the Liens registered on or before the date of this Order against title to the Lands, whereupon the Lien Claimants shall have no further claim against MD of Bonnyville in accordance with paragraph 5 hereof.
11. The Lien Claimant, JMB, any Interested Party and MD of Bonnyville, at the request in writing of the Monitor, shall provide to the Monitor information reasonably necessary for the Monitor to make a Lien Determination.
12. Upon receipt of the information relating to a Lien and Lien Claim contemplated by paragraph 12 hereof, the Monitor shall make its Lien Determination in respect thereof and provide a Determination Notice to the Lien Claimant, JMB and any other Interested Party.
13. If a Lien Claimant, JMB or any Interested Party does not accept a Lien Determination, each of the Lien Claimant, JMB and Interested Party is hereby granted leave to file and serve an application with this Court within 15 days of being served with the Determination Notice by the Monitor at the email address of the Lien Claimant as shown on the Lien or Lien Notice, and on JMB and any Interested Party in the records of the Monitor.
14. Once the 15-day period provided for in paragraph 13 hereof has expired without an application being served and filed with this Court, the Lien Determination of the Monitor shall be final and the Lien Claimant, JMB, and any Interested Parties shall not have any recourse to remedies set out in the BLA with respect to such Liens or Lien Claims, or as and against any of the Funds or the Holdback Amount.
15. The Monitor shall make the following payments from the Funds pursuant to this Order:
 - (a) Once the certificate has been provided to the Registrar by the Monitor pursuant to paragraph 10 herein, the Monitor shall pay: (i) to JMB, the total amount of the

Funds less the Holdback Amount and the CRA Amount; and (ii) to CRA, the CRA Amount;

- (b) Following each Lien Determination becoming final, the Monitor shall pay to each Lien Claimant the amount of its Lien Claim as set out in the Lien Determination from the Holdback Amount; and
- (c) The Monitor, provided that it reserves a sufficient amount of the Holdback Amount to pay the Lien Claims, may pay the amount in excess thereof, if any, to JMB after the Claims Bar Date has passed, and upon the Lien Determinations becoming final in respect of all of the Liens, the Monitor shall pay the remaining Holdback Amount to JMB.

Disputed Amount

- 16. The Disputed Amount is not subject to the terms of this Order and shall be dealt with by way of separate application to this Court if required.
- 17. Each party shall be responsible for their own costs regarding the within matter.



J.C.C.Q.B.A.

sub-contracts, the nature of the work completed or materials furnished, the last day on which any work was completed or materials were furnished, any payments received by the Claimant, all invoices issued by the Claimant, and all written notices of a lien served by the Claimant.

DATED at _____, this _____ day of May, 2020.
(location)

Witness
Name: _____ Name: _____

Must be signed and witnessed

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