

ENTERED



1103910

This is the Certificate to accompany
Affidavit of Blake Elyea
made on November 20, 2020

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

JS
Nov. 27 2020
Justice Eidsvik

IN THE MATTER OF THE *COMPANIES' CREDITORS*
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.

DOCUMENT **AFFIDAVIT OF BLAKE M ELYEA**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

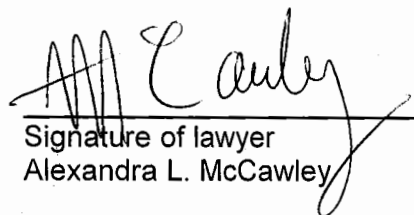
Gowling WLG (Canada) LLP
1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Attn: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
Phone: 403.298.1938/403.298.1992/403.298.1018
Fax: 403.263.9193
File No.: A163514

CERTIFICATE

I, Alexandra McCawley, am the commissioner who took the affidavit from Blake Elyea dated November 20, 2020, two copies of which are attached to this certificate. As commissioner I was satisfied that the process for taking the affidavit using video technology was necessary because it was impossible or unsafe, for medical reasons, for the deponent and me to be physically present together.

Certified November 20, 2020



Signature of lawyer
Alexandra L. McCawley

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B8
TELEPHONE: (604) 891-2772

Clerk's Stamp

COURT FILE NO. 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 THE COMPROMISE OR
 ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and 2161889
 ALBERTA LTD.

DOCUMENT **AFFIDAVIT OF BLAKE M ELYEA**

ADDRESS FOR **Gowling WLG (Canada) LLP**
 SERVICE AND 1600, 421 – 7th Avenue SW
 CONTACT Calgary, AB T2P 4K9

INFORMATION OF
 PARTY FILING
 THIS DOCUMENT

Attn: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
 Phone: 403.298.1938/403.298.1992/403.298.1018
 Fax: 403.263.9193
 File No.: A163514

AFFIDAVIT OF BLAKE M. ELYEA
sworn November 20, 2020

I, **BLAKE M. ELYEA**, of the City of Burnaby, in the Province of British Columbia, **MAKE OATH AND SAY THAT:**

1. I am the Chief Restructuring Advisor for JMB Crushing Systems Inc. ("**JMB**") and as such, I have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. I have been the Chief Restructuring Advisor of JMB since May 4, 2020. In that capacity, I have reviewed the business records of JMB relevant to the within proceedings and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
3. I am authorized to swear this Affidavit as a corporate representative of JMB.

4. I swear this Affidavit further to my Affidavits sworn August 6, 2020 and October 16, 2020 in these proceedings.
5. On or about November 1, 2013 the MD of Bonnyville No. 87 (the “**MD**”) and JMB entered into a contract for the supply of aggregate (the “**Supply Contract**”).
6. On April 14, 2020, RBee Aggregate Consulting Ltd. (“**RBee**”) advised the MD that it would be registering a lien to secure payment of amounts owed to RBee by JMB for crushing services. At that time, RBee had knowledge that the aggregate it was crushing was being hauled to the MD’s yard. The MD sent JMB the correspondence from RBee, and advised that Matt Silver Trucking Ltd. had also complained of non-payment. Attached hereto as **Exhibit “A”** is a copy of the correspondence.
05.16-2329
7. On April 27, 2020, the MD advised JMB that it would require written confirmation from RBee that its issues had been resolved before the MD would pay the outstanding invoices.
8. On April 29, 2020, Shamrock Valley Enterprises Ltd. advised the MD that it had not been paid for trucking services. The MD again forwarded the correspondence to JMB and advised that the JMB invoices would not be processed until the issues raised by subcontractors had been resolved. Attached hereto as **Exhibit “B”** is a copy of the correspondence.
05.16-2331
9. Upon being appointed the Chief Restructuring Adviser of JMB in May 2020, I reviewed the books and records of JMB. On my review, it quickly became apparent that without payment of the invoices issued to the MD by JMB, JMB would not be able to continue with the within proceedings to restructure for the benefit of its stakeholders. Accordingly, JMB worked with the MD and the Monitor to create a process by which any additional lien claims would be stayed, the MD would pay the monies to the Monitor, the MD would no longer have any liability in relation to those monies, the Monitor would hold sufficient funds to cover any lien claims related to the Supply Contract in trust, and the Monitor would pay the excess funds to JMB to permit it to continue its operations and support the within proceedings (the “**Lien Claims Process**”).
10. On May 20, 2020, Justice K.M. Eidsvik granted an Order (the “**Lien Claim Process Order**”) establishing this Lien Claims Process.
11. I am advised by counsel for JMB and do verily believe that:

- (a) On May 21, 2020, a letter was sent to Richard Hajduk (“**Hajduk**”), counsel for the Applicants Jerry Shankowski and 945441 Alberta Ltd. (collectively, “**Shankowski**”), advising him of the Lien Claim Process Order, a copy of which is attached hereto as **Exhibit “C”**;
05.16-2336
- (b) Other potentially interested parties not on the service list were also advised of the Lien Claim Process Order;
- (c) The Claims Bar Date under the Lien Claim Process Order was June 1, 2020;
- (d) On May 29, 2020, Hajduk served a Lien Notice and Affidavit pursuant to the Lien Claims Process Order, a copy of which is attached hereto as **Exhibit “D”**;
05.16-2338
- (e) No inquiries were made of counsel for JMB by any of the potentially interested parties requesting additional information or copies of any documents, including the Supply Contract before the Claims Bar Date. To the best of my knowledge, JMB also did not receive any requests for additional information or copies of any documents, including the Supply Contract, at any time;
- (f) On June 26, 2020, Hajduk served an unfiled Application and Affidavit (the “**Shankowski Lien Removal Application**”) seeking the removal of two liens that had been registered against title to lands owned by Shankowski (the “**Shankowski Lands Liens**”). JMB has a royalty agreement with Shankowski with respect to the extraction of aggregate from the subject lands (the “**Shankowski Royalty Agreement**”). The Shankowski Land Liens had been filed by the Applicants RBee and J.R. Paine and Associates Ltd. for amounts owed for work done by them for JMB relating to the Supply Contract. A copy of the Shankowski Lien Removal Application is attached hereto as **Exhibit “E”**;
05.16-2385
- (g) On July 6, 2020, Jerritt Pawlyk (“**Pawlyk**”), counsel for RBee, set out RBee’s position with respect to the Shankowski Lien Removal Application, a copy of which is attached hereto as **Exhibit “F”**;
05.16-2430
- (h) Sometime at the end of July 2020, Pawlyk requested and was provided with a copy of the Supply Contract;

- (i) On or about July 27, 2020, the Monitor issued Determination Notices to all Lien Claimants pursuant to the Lien Claims Process Order;
 - (j) On August 11, 2020, Hajduk served Shankowski's Application and Affidavit to appeal the Determination Notice issued by the Monitor to Shankowski;
 - (k) As part of the potential sale of JMB assets to Mantle Materials Group, Ltd. ("**Mantle**"), counsel for Mantle approached Hajduk to discuss obtaining Shankowski's support for the potential sale and to ensure that the Shankowski Royalty Agreement would be included in the potential sale; and
 - (l) During the course of the discussions between Mantle and Shankowski, it was clear that Shankowski would require Mantle or JMB to ensure that the Shankowski Lands Liens were removed from title.
12. Accordingly, on October 9, 2020, counsel for JMB served an Application seeking the discharge of the Shankowski Lands Liens (the "**Lien Removal Application**"), along with the Affidavit of Jason Panter sworn October 9, 2020 in support (the "**Panter Affidavit**"). The Panter Affidavit appended the Supply Contract as an exhibit. The Lien Removal Application was scheduled to be heard on October 16, 2020 at the same time as had been scheduled for the following Applications, all in relation to the sale of JMB assets to Mantle: (a) Application for Amended and Restated Approval and Vesting Order; (b) Application for a Reverse Vesting Order; (c) Application for an Assignment Order; (d) Application for a Plan Sanction Order; and (e) Application for a Stay Extension Order (collectively, the "**October 16th Applications**"). All application materials for the October 16th Applications were served on the service list by October 1, 2020.
13. Prior to October 16, 2020, when the Lien Removal Application was heard, RBee and Mantle reached an agreement, pursuant to which the RBee lien was removed from the Shankowski lands.
14. I am advised by counsel for Mantle and believe that during this time, Mantle and Shankowski continued to negotiate the terms of an agreement, pursuant to which Shankowski would consent to the vesting of the Shankowski Royalty Agreement pursuant to the Amended and Restated Vesting Order and Mantle or JMB would ensure that the Shankowski Lands Liens were discharged from title, among other things. The parties reached agreement on October 15, 2020. A copy of the executed agreement is attached hereto as **Exhibit "G"**.

05.16-2435

15. The Lien Removal Application was heard and granted on October 16, 2020, and accordingly, the remaining Shankowski Lands Lien was discharged by Court order. I am advised by counsel for JMB and believe that Hajduk was present at the Shankowski Lien Removal Application on October 16, 2020, having brought an Application seeking similar relief on behalf of Shankowski on that same date, and made submissions to the Court in respect of same.
16. I am further advised by counsel for JMB and believe that:
- (a) The Applications appealing the Determination Notices were scheduled to be heard on October 22, 2020;
 - (b) On October 17, 2020, Hajduk advised that he wished to cross-examine on the Panter Affidavit, which examination was scheduled for October 20, 2020;
 - (c) On the morning of October 20, 2020, a few hours before the cross-examination was scheduled to start, Hajduk advised that he would be seeking an adjournment of his client's Application, as he wished to amend it to seek additional relief, including a declaration that the Holdback Amount constitutes trust funds and an order to have those trust funds further supplemented and contributed to as necessary to fully constitute a trust he alleged is contemplated by the Supply Contract in favour of Shankowski and other subcontractors. A copy of the email message is attached hereto as **Exhibit "H"**; and
05.16-2440
 - (d) On October 23, 2020, counsel for JMB sent a letter to Hadjuk responding to his email of October 20, 2020, a copy of which is attached hereto as **Exhibit "I"**.
05.16-2455
17. I am advised by my review of the JMB books and records and believe that the vendors and amounts set out in **Exhibit "J"** attached hereto reflect all of the amounts outstanding in relation to the Supply Contract for the 2019 and 2020 contract years.
05.16-2459
18. To the best of my knowledge, the only amounts payable in connection with the supply of aggregate to the MD yard was under the Havener Royalty Agreement for the 2018 contract year which is approximately \$400,000.00.
19. It is JMB's accounting practice to attribute identifiable costs, including, indirect costs to various projects, like the Supply Contract. For the 2020 contract year, those indirect costs include costs for equipment repairs, fuel, and accommodation. For prior years, costs for items like portable

toilets and waste receptacles have been allocated. Any indirect costs as they have been allocated to the Supply Contract that were not paid as of April 30, 2020 have not been included in the above table.

20. With respect to the amounts owing under the Shankowski Royalty Agreement, a legible copy of which is attached hereto as **Exhibit "K"**, I am advised by JMB operations personnel and believe that:

05.16-2461

- (a) Typically, aggregate classified as Des 1 (asphalt material) under the specifications set out by Alberta Transportation ("**AT Specifications**") can attract a higher royalty rate due to the greater amount of waste/elimination material generated during crushing/processing;
- (b) Although the product required by the MD for the 2020 contract year was described as "modified Des 1 Class 12.5", the actual product produced to meet the specifications of the MD met the AT Specifications for Des 2 Class 16 product and could be classified as such;
- (c) The MD described the specified product as "modified Des 1 Class 12.5" in its specifications, as it was different from the AT Specifications for Des 1 Class 12.5. The description of "modified Des 1 Class 12.5" was carried through to the JMB accounting system;
- (d) The JMB accounting system does not have a "modified" class option for the purposes of categorizing the product supplied, and accordingly, "modified" was left off of the description of the product supplied to the MD;
- (e) The product supplied to the MD based on its specifications is in fact a "modified base course material" and not an asphalt product;
- (f) The product supplied to the MD in March and April 2020 and described as "Des 1 Class 12.5" on the statements of account sent to Shankowski in fact generated less waste than the Des 2 Class 16 product previously provided. There was an approximate 50% waste rate for the Des 2 Class 16 product, as compared to an approximate 40% waste rate for the modified Des 1 Class 12.5 product; and

(g) The difference in the waste rate is attributable to the smaller size of the modified Des 1 Class 12.5 product.

21. I have reviewed the Affidavit of Keith Hayduk (“**Hayduk**”) sworn November 17, 2020 in support of the Application of Quest Disposal & Recycling Inc. (“**Quest**”) for a declaration of trust and related relief and note the following:

(a) In paragraph 5, Hayduk refers to services provided by Quest for the “MD project” in the amount of \$22,941.14; however, Hayduk’s Affidavit includes all services provided at aggregate pits located within the Municipal District of Bonnyville, rather than only those services provided to JMB that were attributable to the Supply Contract for the 2019 contract year; and

(b) The balance of Quest’s claim of \$142,903.57 relates to pits located in various locations in Alberta and does not relate to the Supply Contract;

22. JMB did not haul aggregate supply under the Supply Contract to the MD Yard between August and November 2019. All aggregate excavated from the Shankowski pit during that period related to other projects.

23. The Supply Contract for the 2019 contract year was completed in December 2019.

24. I swear this Affidavit in response to applications seeking a declaration of trust and other relief.

25. I was not physically present before the commissioner taking this affidavit, but was linked with the commissioner utilizing video technology, and the process described in the notice from the court dated March 27, 2020 for remote commissioning of affidavits was utilized.

SWORN (OR AFFIRMED) BEFORE ME)
at Vancouver, British Columbia, this 20th)
day of November, 2020.)
)
)
)
)

A Commissioner for Oaths/Notary Public)
in and for the Province of British Columbia)



BLAKE M. ELYEA

THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



From: Abid Malik
To: Jeff Buck; Jason Panter
Cc: Robin Bartlett; John Hillier
Subject: FW: Materials lien against JMB Crushing
Date: April 14, 2020 1:13:13 PM

Hello Gents,

Please see email below, can you explain what is going on?

I have also received a complaint from a trucking company (Matt Silver) for not being paid by JMB.

Thank you

Abid Malik | General Manager of Infrastructure Services

Municipal District of Bonnyville No. 87

E: amalik@md.bonnyville.ab.ca

P: 780-826-3951 Ext 9300

C: 780-573-4241

F: 780-826-5064

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From: Bernie Reed <bernie@rbeecrushing.ca>
Sent: April 14, 2020 12:18 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>
Subject: Materials lien against JMB Crushing

We, R Bee Aggregate Consulting Ltd, are advising the MD of Bonneyville that we will be registering a materials lien against the monies owed to JMB Crushing from the MD of Bonneyville as we are unable to get paid from JMB Crushing for the crushing we did at their Elk Point pit that is being hauled into the Bonneyville yard. Thank You in advance for your co-operation regarding this matter.

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THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

From: Jeff Ryks
Sent: April 29, 2020 4:45 PM
To: Powell, Tom <Tom.Powell@fticonsulting.com>; Clark, Mike <Mike.Clark@fticonsulting.com>
Subject: FW: Payment Dates

I suspect we'll receive funds faster than May 19th, but this is the official word from the MD.

Jeff

From: Tolulope Maraiyesa <tmaraivesa@md.bonnyville.ab.ca>
Sent: April 29, 2020 4:43 PM
To: Jeff Ryks <jeffryks@jmbcrush.com>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenille.molloy@jmbcrush.com>
Subject: RE: Payment Dates

Hello Jeff,

The M.D. usually requests that our vendors allow 10 business days for payment processing. We have made exceptions for JMB Crushing in the past. Our process has not changed.

At this time, the issues discussed are not resolved. On May 5th, when the issues are resolved, I can provide you with an exact payment date.

Tolulope

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services
Municipal District of Bonnyville No. 87
E: tmaraivesa@md.bonnyville.ab.ca
P: 780-826-3171 Ext 9210
C: 780-815-3917
F: 780-826-4524
 Follow us on [Facebook](#) or [Twitter](#)

From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 4:08 PM
To: Tolulope Maraiyesa <tmaraivesa@md.bonnyville.ab.ca>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenille.molloy@jmbcrush.com>
Subject: RE: Payment Dates

Thank you Tolulope. As I understand, some of these invoices have already been approved, for example Invoice 10841 and Invoice 10845.

Can you help me understand why it takes 14 days after resolution for the approved invoices to be paid? Normally approved invoices are released for immediate payment. I just want to understand if the MD is following a different process.

Thank you.

Jeff

From: Tolulope Maraiyesa <tmaraivesa@md.bonnyville.ab.ca>
Sent: April 29, 2020 3:36 PM
To: Jeff Ryks <jeffryks@jmbcrush.com>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenille.molloy@jmbcrush.com>
Subject: RE: Payment Dates

Hello Jeff,

If all issues are cleared by May 5th, then you can expect to receive payments by May 19th.

Tolulope

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services
Municipal District of Bonnyville No. 87
E: tmariyesa@md.bonnyville.ab.ca
P: 780-826-3171 Ext 9210
C: 780-815-3917
F: 780-826-4524
Follow us on [Facebook](#) or [Twitter](#)

From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 3:24 PM
To: Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillempolloy@jmbcrush.com>
Subject: RE: Payment Dates

Tolulope, can you be more specific? I'm unclear what you mean by "processing" of invoices. Are you able to provide expected payments dates for the following invoices provided all issues are cleared up by May 5th.

Thank you,

Jeff

From: Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>
Sent: April 29, 2020 3:20 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Ryks <jeffryks@jmbcrush.com>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillempolloy@jmbcrush.com>
Subject: RE: Payment Dates

Hello Jeff,
Please allow 10 working days for the processing of invoices from the day that all issues are cleared up.

Regards

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services
Municipal District of Bonnyville No. 87
E: tmariyesa@md.bonnyville.ab.ca
P: 780-826-3171 Ext 9210
C: 780-815-3917
F: 780-826-4524
Follow us on [Facebook](#) or [Twitter](#)

From: Abid Malik <amalik@md.bonnyville.ab.ca>
Sent: April 29, 2020 2:11 PM
To: Jeff Ryks <jeffryks@jmbcrush.com>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillempolloy@jmbcrush.com>; Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>
Subject: RE: Payment Dates

Our Finance department will let us know how many days it will take to process your invoices.
So, you are having issues with J R Paine also?

Abid Malik | General Manager of Infrastructure Services
Municipal District of Bonnyville No. 87
E: amalik@md.bonnyville.ab.ca
P: 780-826-3951 Ext 9300
C: 780-573-4241
F: 780-826-5064
Follow us on [Facebook](#) or [Twitter](#)

From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 1:59 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillempolloy@jmbcrush.com>; Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>
Subject: RE: Payment Dates

Abid,

I should add that the MD has not paid JMB for any trucking as of yet. We intend on clearing everything up prior to May 5th, however please confirm expected payments dates so we can manage cash flow appropriately. Another subcontractor would be J.R. Paine & Associates for gravel testing.

Thank you,

Jeff

From: Abid Malik <amalik@md.bonnyville.ab.ca>
Sent: April 29, 2020 1:56 PM
To: Jeff Buck <jeffb@jmbcrush.com>
Cc: Jeff Ryks <jeffryks@jmbcrush.com>; Tenille Paul <tenillemolloy@jmbcrush.com>; Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>
Subject: RE: Payment Dates

So, will there be a resolution soon with all the parties?

Abid Malik | General Manager of Infrastructure Services
Municipal District of Bonnyville No. 87
E: amalik@md.bonnyville.ab.ca
P: 780-826-3951 Ext 9300
C: 780-573-4241
F: 780-826-5064
 Follow us on [Facebook](#) or [Twitter](#).

From: Jeff Buck <jeffb@jmbcrush.com>
Sent: April 29, 2020 1:52 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>
Cc: Jeff Ryks <jeffryks@jmbcrush.com>; Tenille Paul <tenillemolloy@jmbcrush.com>
Subject: Re: Payment Dates

The only people who have worked on this project have been RBee for crushing and three sub truckers. Marteshev, Shamrock and Silver. For the record trucking is barely 30 days old if that.

Jeff Buck. 780-573-9611
 President
 JMB Crushing Systems Inc

On Apr 29, 2020, at 1:46 PM, Abid Malik <amalik@md.bonnyville.ab.ca> wrote:

Hi Jeff,
 Do you know how much you were paid already.
 Here is another letter we received about not being paid. This is regarding Shamrock Valley. How many others are there besides RBee, Shamrock and couple of truckers that we don't know of?

Abid Malik | General Manager of Infrastructure Services
Municipal District of Bonnyville No. 87
E: amalik@md.bonnyville.ab.ca
P: 780-826-3951 Ext 9300
C: 780-573-4241
F: 780-826-5064
 Follow us on [Facebook](#) or [Twitter](#).

From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 1:27 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>
Cc: Tenille Paul <tenillemolloy@jmbcrush.com>; Debbie Michaud <dmichaud@md.bonnyville.ab.ca>
Subject: Payment Dates

Good afternoon Abid,

Assuming all lien's are deregistered by May 5th, can you please confirm expected payments dates on the following invoices:

<image002.jpg>

Thank you,

<image003.png>
Jeff Ryks, CPA, CMA | CFO
JMB Crushing Systems Inc.
Tel: 587-341-5535
Email: jeffryks@jmbcrush.com | Website: www.jmbcrush.com
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<IMG_3917.jpeg>

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



May 21, 2020

Via E-Mail

945441 Alberta Ltd.
c/o Hadjuk Gibbs LLP
Suite 202, 10120 118 Street Northwest
Edmonton, Alberta T5K 1Y4

Attention: Richard B. Hajduk

Alex Matthews
Associate
Direct +1 403 298 1018
alex.matthews@gowlingwlg.com
File no. A163514

Dear Mr. Hajduk:

**Re: In the Matter of the Companies' Creditors 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.
Court File No. 2001-05482**

We are counsel to JMB Crushing Systems Inc. and 2161889 Alberta Ltd. (collectively, "JMB") with respect to the above-noted matter.

On May 20, 2020, Justice Eidsvik of the Court of Queen's Bench of Alberta granted JMB an order (the "Order") establishing a lien claims process for subcontractors with lien claims for unpaid services or work performed on behalf of JMB pursuant to its contract with the Municipal District of Bonnyville No. 87 (the "Contract"). Enclosed for service upon you is a copy of the Order.

Please note that the Order includes specific and limited time periods in which to take steps to file a Lien Notice (as defined in the Order) with the Monitor to preserve and perfect a lien claim in relation to the Contract.

Sincerely,

Gowling WLG (Canada) LLP

A handwritten signature in cursive script that reads "A Matthews".

Alex Matthews

AM:am
Encl.

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9 Canada

T +1 403 298 1000
F +1 403 263 9193
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

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THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

Lien Notice

Claimant: JERRY SHANKOWSKI and 945441 ALBERTA LTD.

Address for Notices: HAJDUK GIBBS LLP, Barristers & Solicitors, #202, 10120 – 118 Street NW, Edmonton, AB, T5K 1Y4, Attention: Richard B. Hajduk

Telephone: 780-428-4258

Fax: 780-425-9439

Email: r.hajduk@hgllp.ca with cc to m.mctaggart@hgllp.ca

I, JERRY SHANKOWSKI, residing in the City of Edmonton, in the Province of Alberta, do hereby certify that:

1. I am one of the Claimants personally and I am also the President of 945441 ALBERTA LTD., the other Claimant.

AND I am the President of the Claimant, 945441 ALBERTA LTD.

2. I have knowledge of all the circumstances connected with the claim referred to in this Lien Notice form.

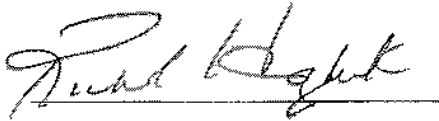
3. The Claimants have a valid

(a) Builders' Lien Claim in the amount of \$424,674.05 arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.

(b) Subrogated Claim in the amount of \$_____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.

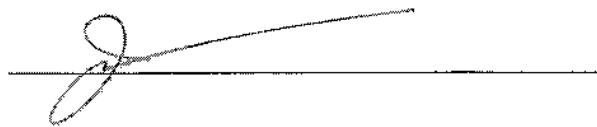
4. Attached hereto as Schedule "A" is an Affidavit setting out the full particulars of the Claimant's builders' lien claim or subrogated claim, including all applicable contracts, subcontracts, the nature of the work completed or materials furnished, the last day on which any work was completed or materials 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 Edmonton, Alberta, this 27th day of May, 2020.



Witness

Name: *Richard Hajduk*
Barrister & Solicitor
ALBERTA.



Name: JERRY SHANKOWSKI

Must be signed and witnessed

RICHARD B. HAJDUK
Barrister & Solicitor

**SCHEDULE "A" TO THE LIEN NOTICE OF
JERRY SHANKOWSKI AND 945411
ALBERTA LTD.**

COURT FILE NUMBER	2001-05482	Clerk's Stamp
COURT	COURT OF QUEEN'S BENCH OF ALBERTA	
JUDICIAL CENTRE	CALGARY	
	<p>IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, RSC 1985, c. C-36, as amended</p> <p>AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.</p>	
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 GIBBS 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	

AFFIDAVIT OF JERRY SHANKOWSKI SWORN MAY 29, 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 of 945441 ALBERTA LTD. ("945441"), another claimant against JMB, 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"** 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 owned or controlled by JMB and through which JMB does or previously did business. I am advised by my lawyer, RICHARD B. HAJDUK ("Hajduk") 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

- 2 -

and entitled to the assets of the ULC in an 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 my corporation, 945441.

3. Attached hereto and marked as **Exhibit "B"** is a true copy of a statement for the month of March, 2020, provided to me by JMB regarding the outstanding amount owing to 945441 for aggregates removed from the Shankowski Pit in the month of March.
4. Attached hereto and marked as **Exhibit "C"** is a true copy of a statement for the month of March, 2020, provided to me by JMB detailing the amounts and types of aggregates removed from the Shankowski Pit by JMB in the month of March, and showing the end customer or destination for each load or amount of aggregates removed.
5. Attached hereto and marked as **Exhibit "D"** is a true copy of a statement for the month of April, 2020, provided to me by JMB regarding the outstanding amount owing to 945441 for aggregates removed from the Shankowski Pit in the month of March.
6. Attached hereto and marked as **Exhibit "E"** is a true copy of a statement for the month of April, 2020, provided to me by JMB detailing the amounts and types of aggregates removed from the Shankowski Pit by JMB in the month of March, and showing the end customer or destination for each load or amount of aggregates removed.
7. Out of the aggregates that were removed from the Shankowski Pit in March, 2020, all of them went to the project of the Municipal District of Bonnyville No. 87 ("MD of Bonnyville"), in the sum of 36,679.45 tonne, at \$4.00 / tonne pursuant to the Aggregates Royalty Agreement, for the price of \$146,717.80, plus GST of \$7,335.89.
8. Out of the aggregates that were removed from the Shankowski Pit in April, 2020, certain of them went to the project of the MD of Bonnyville, as shown in the attached Statement marked as **Exhibit "E"**, being 48,997.62 tonne of Des 1 Class 12.5 (gravel) at \$4.00 / tonne pursuant to the Aggregates Royalty Agreement, for the price of \$195,990.48, and 15,435.80 tonne of Des 2 Class 16 (gravel) at \$4.00 / tonne pursuant to the Aggregates Royalty Agreement, for the price of \$61,743.20, plus GST on those amounts of \$12,886.68.
9. Therefore, the total owing for aggregates removed by JMB and dedicated to the project of the MD of Bonnyville is \$424,674.05, including GST.
10. I and 945441 claim a builders' lien for that sum in the Lands of the MD of Bonnyville or the money paid by the MD of Bonnyville standing in place of the Lands, pursuant

- 2 -

to the Consent Order granted by the Honourable Madam Justice K.M. Eidsvik in this Action No. 2001-05482 on May 20, 2020, a true copy of which is attached hereto and marked **Exhibit "F"**, on the basis that JMB is a "contractor" for the MD of Bonnyville in relation to the Lands of the MD of Bonnyville, and that the MD of Bonnyville is an "owner" of the Lands within the meaning of the *Builders' Lien Act (Alberta)* ("BLA"), and that I and 945441 are entitled to a lien in the Lands or the monies standing in place of the Lands pursuant to section 6(1)(b) of the *BLA* as having supplied materials to be used in or in respect of an improvement to the Lands for a contractor.

11. I was not physically present before the Commissioner for Oaths, but was connected to him by video technology and followed the process for remote commissioning.

SWORN BEFORE ME on the 29th day of
May, 2020 at Edmonton, in the Province of Alberta.)
)
Richard Hajduk)
A Commissioner for Oaths in and for Alberta)

Jerry Shankowski
JERRY SHANKOWSKI

RICHARD B. HAJDUK
Barrister & Solicitor

05.16-2344

05.16-2344



This is Exhibit "A"
Referred to in the Affidavit of
Jerry Sharnowski
Sworn before me this
27th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

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 V MEASUREMENT OF AGGREGATES

Aggregates will normally be measured by weight for the purpose of Royalty Payment unless, in JMB's opinion, to do so would be impractical, in which case measurements shall be by volumes determined by cross-section or truck-box methods. Where necessary, conversions from volume to weight, and vice versa, shall be made using a factor of 1.632 tonnes per cubic meter for gravel and a factor of 1.365 tonnes per

cubic meter for sand, or a factor of 1.24 tonnes per cubic yard for gravel and a factor of 0.836 tonnes per cubic yard of sand.

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

- 1 Unaccepted materials stripped from the Lands or rejected during processing.
2. Materials such as silt, sand, gravel, oil, lime cement or other additives brought to the Lands by JMB.
3. The right of access to and from the Lands.
4. Any other damage or injuries that may be done to the Lands or improvements, if any, during the term of this agreement.

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

1. JMB undertakes to make any necessary application for Development and Reclamation approval to Alberta Environment and local authorities insofar as JMB operations.
2. JMB shall carry out reclamation of the Lands as may be directed by the Minister of the Environment or his agents under such Acts and Regulations as may from time to time be in effect. Such reclamation shall be limited to that occasioned by land disturbances resulting from JMB's operations.

ARTICLE VIII ADDITIONAL CONDITIONS
(if none, write 'none').

- JMB is responsible for all county fees associated with gravel removal.
- JMB will remove a minimum of 100,000 tonnes per year upon approval of Code of Practice by Alberta Environment.
- JMB will utilize the existing large elimination pile located in the SW corner of the property to;
 - Incorporate as much as possible into Des 2 Class 20 or Des 4 Class 20
 - Incorporate as much as possible into Des 2 Class 40 and Des 4 Class 20
- JMB is committed to process 50,000 tonnes of the above noted elimination pile in 2019
- JMB agrees to a royalty increase of \$0.50/tonne for all products on October 29, 2020 and to a royalty review every two years thereafter.
- JMB will only sell asphalt or rock products from this pit with prior consent of the owner. Royalty base rate for asphalt and rock products would be \$5.00/tonne for 2019 and be subject to the same royalty increase in 2020 and review every two years thereafter.
- This royalty agreement replaces any previous JMB/Shankowski royalty agreements.
- JMB has the first right to purchase the property should the owner choose to sell the property

ARTICLE IX REMAINING STOCKPILES

Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them.

ARTICLE X TERM OF THIS AGREEMENT

The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours on the 29 of October, AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above.

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

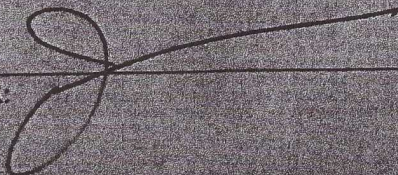
JMB CRUSHING SYSTEMS ULC

PER:



EXECUTED BY THE VENDORS:

PER:



PER:

05.16-2350

05.16-2350



This is Exhibit " B "
Referred to in the Affidavit of
denis shanbowski
Sworn before me this
29th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor



P.O. Box 6977, Bonnyville, AB T9N 2H4
www.jmbcrush.com



"THE GRAVEL EXPERTS"

945441 Alberta Ltd.
7727 - 81 Ave
Edmonton AB
T6C 0V4

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:

March 1-31 2020

Material:	Quantity:	Rate:	Value:
Des 2 Class 16	36,679.45	\$4.00	\$ 146,717.80
	Subtotal:	36,679.45	\$ 146,717.80
	5% GST		\$ 7,335.89

Payable to 945441 Alberta Ltd \$ 154,053.69

Bonnyville

JMB (780) 826-1774 • Quantum: (780) 826-3272
Fax: (780) 826-6280

05.16-2353

05.16-2353

This is Exhibit "C"
Referred to in the Affidavit of
Jerry Shanowski
Sworn before me this
22 Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

JMB Crushing Systems ULC

05.16-2355

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 16						
2020/03/19	186324	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.33
2020/03/19	186756	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	245.86
2020/03/19	186772	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.97
2020/03/19	186822	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.76
2020/03/19	186825	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.68
2020/03/19	186904	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	111.08
2020/03/19	186918	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.01
2020/03/19	186924	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.61
2020/03/19	187470	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	79.83
2020/03/19	187610	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.67
2020/03/19	187649	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.32
2020/03/19	187821	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.07
2020/03/19	187894	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.95
2020/03/19	188130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.80
2020/03/19	188197	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.29
2020/03/19	188241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.92
2020/03/19	188242	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.58
2020/03/19	190302	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.39
2020/03/19	190645	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.89
2020/03/19	190712	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.86
2020/03/19	191005	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.42
2020/03/20	181838	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	237.98
2020/03/20	186267	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	185.50
2020/03/20	186325	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.01
2020/03/20	186368	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.32
2020/03/20	186375	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	76.72
2020/03/20	186773	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.10
2020/03/20	186823	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	189.49
2020/03/20	186826	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	138.88
2020/03/20	186919	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	160.86
2020/03/20	187549	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	109.42
2020/03/20	187781	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.50
2020/03/20	187822	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	210.09
2020/03/20	187941	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.00
2020/03/20	187865	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	153.23
2020/03/20	187866	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	157.04
2020/03/20	190268	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.23
2020/03/20	190305	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	185.63
2020/03/20	190357	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	182.81
2020/03/20	190573	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.68
2020/03/20	190615	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.14
2020/03/20	190711	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.25
2020/03/20	190915	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.77
2020/03/21	186269	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	188.41
2020/03/21	186369	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	107.44
2020/03/21	186757	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	226.30
2020/03/21	186759	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	81.56

05.16-2355

JMB Crushing Systems ULC

05.16-2356

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/21	186774	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.56
2020/03/21	186824	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.28
2020/03/21	186827	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.24
2020/03/21	186903	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.55
2020/03/21	186922	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.94
2020/03/21	187650	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.13
2020/03/21	187782	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.67
2020/03/21	187823	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	105.86
2020/03/21	187838	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	116.64
2020/03/21	187850	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	40.86
2020/03/21	187852	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	159.74
2020/03/21	187867	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.28
2020/03/21	187878	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	114.56
2020/03/21	190272	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	120.40
2020/03/21	190356	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.84
2020/03/21	190558	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.61
2020/03/21	190616	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.86
2020/03/21	190710	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	197.66
2020/03/21	190713	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.61
2020/03/21	190914	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.84
2020/03/22	179754	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	153.08
2020/03/22	186371	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.22
2020/03/22	186816	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.21
2020/03/22	186828	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.42
2020/03/22	186873	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.93
2020/03/22	186892	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.47
2020/03/22	186901	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.49
2020/03/22	186920	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.40
2020/03/22	187469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.84
2020/03/22	187651	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.86
2020/03/22	187652	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	79.35
2020/03/22	190316	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.18
2020/03/22	190355	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.42
2020/03/22	190571	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.81
2020/03/22	190709	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	200.39
2020/03/22	190714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	174.01
2020/03/22	190832	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.99
2020/03/23	186372	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	75.85
2020/03/23	186817	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.03
2020/03/23	186848	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.00
2020/03/23	186874	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.68
2020/03/23	186886	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	57.45
2020/03/23	186893	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	56.78
2020/03/23	186899	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	165.64
2020/03/23	186921	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.10
2020/03/23	187468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.54
2020/03/23	187702	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.98
2020/03/23	190310	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	

05.16-2356

JMB Crushing Systems ULC

05.16-2357

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/23	190354	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.90
2020/03/23	190572	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.14
2020/03/23	190617	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.34
2020/03/23	190715	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.43
2020/03/23	190833	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.69
2020/03/23	191037	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.78
2020/03/24	163737	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.58
2020/03/24	186266	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	164.36
2020/03/24	186443	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	228.25
2020/03/24	186818	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.21
2020/03/24	186829	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.28
2020/03/24	186875	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.26
2020/03/24	186925	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.73
2020/03/24	186926	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.45
2020/03/24	187466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	26.98
2020/03/24	187653	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.97
2020/03/24	190274	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.81
2020/03/24	190312	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.64
2020/03/24	190352	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.32
2020/03/24	190570	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.00
2020/03/24	190618	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.30
2020/03/24	190619	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.69
2020/03/24	190834	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.04
2020/03/24	190916	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.75
2020/03/24	191036	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.17
2020/03/25	163734	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.64
2020/03/25	184262	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.76
2020/03/25	186444	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.60
2020/03/25	186830	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	27.91
2020/03/25	186887	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.90
2020/03/25	186927	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	186.50
2020/03/25	187465	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.55
2020/03/25	187609	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.42
2020/03/25	187654	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.38
2020/03/25	187693	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.55
2020/03/25	187849	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.19
2020/03/25	190275	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.09
2020/03/25	190348	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.88
2020/03/25	190568	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.43
2020/03/25	190620	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.20
2020/03/25	190917	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.96
2020/03/25	191035	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.38
2020/03/26	186266	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.86
2020/03/26	186378	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	165.06
2020/03/26	186443	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.96
2020/03/26	186487	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	228.89
2020/03/26	186492	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.66
2020/03/26	186492	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.15

05.16-2357

4

JMB Crushing Systems ULC

April 01, 2020 11:35 AM

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/26	186831	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.77
2020/03/26	186885.1	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.96
2020/03/26	186895	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	27.12
2020/03/26	186898	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.48
2020/03/26	186928	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.04
2020/03/26	186973	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.16
2020/03/26	187464	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.00
2020/03/26	187655	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.58
2020/03/26	190317	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.37
2020/03/26	190353	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.39
2020/03/26	190566	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.30
2020/03/26	190621	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	197.59
2020/03/26	190918	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.38
2020/03/27	186379	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.59
2020/03/27	186446	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.92
2020/03/27	186456	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.86
2020/03/27	186502	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.41
2020/03/27	186811	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.19
2020/03/27	186832	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.34
2020/03/27	186884	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.89
2020/03/27	186897	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.37
2020/03/27	186906	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.28
2020/03/27	186929	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.28
2020/03/27	186974	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	235.75
2020/03/27	187463	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.94
2020/03/27	187607	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	239.96
2020/03/27	187656	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.81
2020/03/27	187692	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.75
2020/03/27	190350	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.28
2020/03/27	190567	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.61
2020/03/27	190622	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.06
2020/03/27	190922	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	39.46
2020/03/28	186381	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.59
2020/03/28	186486	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.76
2020/03/28	186503	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.20
2020/03/28	186833	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.13
2020/03/28	186881	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	187.96
2020/03/28	186930	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.96
2020/03/28	186975	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.26
2020/03/28	187076	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.53
2020/03/28	187462	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.55
2020/03/28	187605	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	137.44
2020/03/28	187657	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	235.11
2020/03/28	190318	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.19
2020/03/28	190349	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.50
2020/03/28	190550	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.13
2020/03/28	190623	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	277.57
2020/03/29	186380	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.42
2020/03/29	186450	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.45

JMB Crushing Systems ULC

05.16-2359

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/29	186457	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.34
2020/03/29	186504	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.89
2020/03/29	186876	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.53
2020/03/29	186931	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.29
2020/03/29	186976	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.04
2020/03/29	187075	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.20
2020/03/29	187461	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	239.53
2020/03/29	187606	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.29
2020/03/29	187658	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.61
2020/03/29	190347	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.60
2020/03/29	190418	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.34
2020/03/29	190562	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.83
2020/03/29	190624	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.03
2020/03/29	191034	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.07
2020/03/30	186459	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	37.96
2020/03/30	186932	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.86
2020/03/30	186977	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.32
2020/03/30	187449	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	39.18
						36,679.45
						36,679.45
						36,679.45

05.16-2359

6

05.16-2360

05.16-2360

This is Exhibit "D"
Referred to in the Affidavit of
Jem Smolowski
Sworn before me this
25th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor



P.O. Box 6977, Bonnyville, AB T9N 2H4
www.jmbcrush.com



"THE GRAVEL EXPERTS"

945441 Alberta Ltd.
7727 - 81 Ave
Edmonton AB
T6C 0V4

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:

April 1-30 2020

Material:	Quantity:	Rate:		Value:
Des 1 Class 12.5	48,997.62	\$4.00	\$	195,990.48
Des 2 Class 16	15,435.80	\$4.00	\$	61,743.20
Des 2 Class 40	3,422.19	\$4.00	\$	13,688.76
Screenings	3,015.83	\$1.50	\$	4,523.75
	Subtotal:	70,871.44		\$ 275,946.19
	5% GST			\$ 13,797.31

Payable to 945411 Alberta Ltd

\$ 289,743.49

Bonnyville

JMB (780) 826-1774 • Quantum: (780) 826-3272
Fax: (780) 826-6280

05.16-2363

~~05.16-2363~~

This is Exhibit " E "
Referred to in the Affidavit of
Denny Smolowski
Sworn before me this
29th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

JMB Crushing Systems ULC

05.16-2365

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
Aggregate Size: Des 1 Class 12.5						
2020/04/04	184868	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.54
2020/04/04	186461	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.53
2020/04/04	186508	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.20
2020/04/04	186819	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	70.69
2020/04/04	186853	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	27.75
2020/04/04	186854	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	35.65
2020/04/04	186883	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	140.13
2020/04/04	186936	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.87
2020/04/04	187097	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	114.15
2020/04/04	187123	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.99
2020/04/04	187141	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	113.60
2020/04/04	187663	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	155.46
2020/04/04	187697	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	155.38
2020/04/04	188086	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	159.55
2020/04/04	190564	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.44
2020/04/04	190628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	157.83
2020/04/04	190719	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.22
2020/04/04	190925	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.50
2020/04/14	186342	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.77
2020/04/14	188454	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.32
2020/04/14	186484	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.71
2020/04/14	186517	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.85
2020/04/14	186593	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.84
2020/04/14	186937	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.02
2020/04/14	187070	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	112.88
2020/04/14	187101	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.95
2020/04/14	187115	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	174.37
2020/04/14	187151	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.20
2020/04/14	188083	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.64
2020/04/14	190304	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.52
2020/04/14	190336	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.59
2020/04/14	190415	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.63
2020/04/14	190556	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.80
2020/04/14	190633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.59
2020/04/14	190724	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.40
2020/04/14	190840	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.95
2020/04/14	190929	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.43
2020/04/14	191032	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.62
2020/04/15	186341	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.54
2020/04/15	186465	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.19
2020/04/15	186511	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.11
2020/04/15	186594	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.44
2020/04/15	186940	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.01
2020/04/15	187102	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.28
2020/04/15	187116	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.13
2020/04/15	187152	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.18
2020/04/15	187172	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.73

05.16-2365

JMB Crushing Systems ULC

05.16-2366

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/15	188082	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.66
2020/04/15	190319	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.98
2020/04/15	190336	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.46
2020/04/15	190416	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.77
2020/04/15	190555	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.95
2020/04/15	190634	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.98
2020/04/15	190841	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.07
2020/04/15	190932	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	181.51
2020/04/15	191031	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.64
2020/04/15	186343	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.44
2020/04/16	188463	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.18
2020/04/16	186512	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.33
2020/04/16	186595	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.62
2020/04/16	187069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	107.81
2020/04/16	187103	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.33
2020/04/16	187137	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.13
2020/04/16	187155	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.40
2020/04/16	187173	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.09
2020/04/16	187320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.35
2020/04/16	187691	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	190.61
2020/04/16	188081	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	241.31
2020/04/16	190335	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.39
2020/04/16	190426	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.86
2020/04/16	190479	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.15
2020/04/16	190553	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.02
2020/04/16	190635	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.73
2020/04/16	190725	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.62
2020/04/16	190842	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	166.37
2020/04/16	190933	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	181.04
2020/04/16	191030	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.08
2020/04/17	171259	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.16
2020/04/17	186344	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.63
2020/04/17	186466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.68
2020/04/17	186513	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.60
2020/04/17	187079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.71
2020/04/17	187104	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.14
2020/04/17	187119	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.03
2020/04/17	187156	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/17	187174	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.01
2020/04/17	187191	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.28
2020/04/17	187209	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.77
2020/04/17	188080	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.47
2020/04/17	189313	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.48
2020/04/17	190334	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.14
2020/04/17	190414	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.39
2020/04/17	190480	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	156.38
2020/04/17	190552	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.09
2020/04/17	190726	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	87.31
2020/04/17	190934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	221.48

05.16-2366

JMB Crushing Systems ULC

05.16-2367

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/17	191029	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.90
2020/04/18	171270	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.28
2020/04/18	186345	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.97
2020/04/18	186467	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.90
2020/04/18	186514	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	159.99
2020/04/18	187078	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.15
2020/04/18	187105	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.68
2020/04/18	187118	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.43
2020/04/18	187157	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.62
2020/04/18	187192	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.85
2020/04/18	187210	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	39.94
2020/04/18	187231	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.13
2020/04/18	187690	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.53
2020/04/18	188079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.88
2020/04/18	190412	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54
2020/04/18	190481	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.65
2020/04/18	190551	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/18	190935	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.31
2020/04/18	191028	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.01
2020/04/19	186260	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.33
2020/04/19	186346	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.54
2020/04/19	186455	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/19	186468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.40
2020/04/19	186524	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.40
2020/04/19	186813	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.34
2020/04/19	186894	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	167.79
2020/04/19	187106	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.32
2020/04/19	187117	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.25
2020/04/19	187193	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.33
2020/04/19	187213	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.49
2020/04/19	187247	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.21
2020/04/19	187689	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	228.90
2020/04/19	188078	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.30
2020/04/19	188152	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.66
2020/04/19	190428	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.28
2020/04/19	190549	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.35
2020/04/19	190936	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.35
2020/04/19	191027	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.17
2020/04/20	186257	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.12
2020/04/20	186347	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.84
2020/04/20	186469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.68
2020/04/20	186980	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.94
2020/04/20	187107	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.16
2020/04/20	187136	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.26
2020/04/20	187160	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.32
2020/04/20	187175	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54
2020/04/20	187194	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.87
2020/04/20	187214	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.06
2020/04/20	187245	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	

05.16-2367

4

JMB Crushing Systems ULC

05.16-2368

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/20	188077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.35
2020/04/20	188153	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.69
2020/04/20	190314	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	38.06
2020/04/20	190548	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.88
2020/04/20	190655	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.70
2020/04/20	190937	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.32
2020/04/20	191026	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.65
2020/04/21	186348	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.85
2020/04/21	186490	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.05
2020/04/21	188518	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.27
2020/04/21	186880	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.70
2020/04/21	186896	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.69
2020/04/21	187077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.34
2020/04/21	187108	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/21	187135	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.55
2020/04/21	187162	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.54
2020/04/21	187176	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.61
2020/04/21	187215	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/21	187244	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.19
2020/04/21	187686	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.15
2020/04/21	188076	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.92
2020/04/21	188154	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.04
2020/04/21	190727	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	146.88
2020/04/21	190765	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.78
2020/04/21	190938	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.22
2020/04/22	186258	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	182.88
2020/04/22	186349	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.83
2020/04/22	186471	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.27
2020/04/22	186515	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.78
2020/04/22	186516	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.61
2020/04/22	186863	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.58
2020/04/22	187109	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.53
2020/04/22	187134	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.95
2020/04/22	187163	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.13
2020/04/22	187177	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.87
2020/04/22	187216	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.17
2020/04/22	187243	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.07
2020/04/22	187687	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.69
2020/04/22	188075	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.83
2020/04/22	190574	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.14
2020/04/22	190772	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.46
2020/04/22	190939	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.45
2020/04/23	186350	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.24
2020/04/23	186473	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.60
2020/04/23	186493	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.04
2020/04/23	186497	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.06
2020/04/23	186852	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.10
2020/04/23	186864	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.96
2020/04/23	186864	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.45

05.16-2368

5

JMB Crushing Systems ULC

05.16-2369

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/23	187110	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.12
2020/04/23	187132	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.73
2020/04/23	187164	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.58
2020/04/23	187178	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.96
2020/04/23	187195	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.07
2020/04/23	187217	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.79
2020/04/23	187240	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.14
2020/04/23	190547	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	140.52
2020/04/23	190548	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	117.24
2020/04/23	190940	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.66
2020/04/23	191024	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.16
2020/04/24	166969	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	175.40
2020/04/24	186351	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.14
2020/04/24	186472	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.04
2020/04/24	186498	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.51
2020/04/24	186965	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.99
2020/04/24	187111	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.85
2020/04/24	187128	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.51
2020/04/24	187165	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.35
2020/04/24	187179	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.61
2020/04/24	187196	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.47
2020/04/24	187236	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.18
2020/04/24	190546	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.25
2020/04/24	190729	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	88.38
2020/04/24	190941	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.83
2020/04/24	191023	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	114.23
2020/04/25	186352	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	158.44
2020/04/25	186499	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.61
2020/04/25	186860	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	175.09
2020/04/25	186866	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.55
2020/04/25	187112	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.55
2020/04/25	187131	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.30
2020/04/25	187208	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/25	187235	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.42
2020/04/25	187248	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.76
2020/04/25	188074	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.46
2020/04/25	190320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.76
2020/04/25	190930	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	147.38
2020/04/25	191022	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.58
2020/04/26	186353	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.03
2020/04/26	186500	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.92
2020/04/26	186628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	194.60
2020/04/26	186720	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.18
2020/04/26	186910	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.84
2020/04/26	187130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.07
2020/04/26	187180	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.63
2020/04/26	187197	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/26	187218	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.28
2020/04/26	187233	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	38.55

05.16-2369

6

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/26	187249	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.14
2020/04/26	188073	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.31
2020/04/26	188178	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.36
2020/04/26	190321	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.16
2020/04/26	190931	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.99
2020/04/26	191021	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.28
2020/04/27	167043	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.86
2020/04/27	184315	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	167.09
2020/04/27	186520	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	80.13
2020/04/27	186629	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.98
2020/04/27	186711	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.19
2020/04/27	187129	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.19
2020/04/27	187198	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.82
2020/04/27	187219	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.01
2020/04/27	187250	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.32
2020/04/27	188072	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.10
2020/04/27	190322	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.12
2020/04/27	190539	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.14
2020/04/27	190730	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	146.42
2020/04/27	190942	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	221.15
2020/04/28	170375	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	82.95
2020/04/28	186354	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	119.98
2020/04/28	186501	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.00
2020/04/28	186630	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	77.89
2020/04/28	186669	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.78
2020/04/28	186712	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	118.08
2020/04/28	186834	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	86.48
2020/04/28	187068	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	86.07
2020/04/28	187220	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	40.49
2020/04/28	188071	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	119.33
2020/04/28	190575	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	85.21
2020/04/28	190731	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	87.00
2020/04/28	190766	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	82.03
						48,997.62
						48,997.62

Aggregate Size: Des 2 Class 16

2020/04/01	163736	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.90
2020/04/01	186448	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	150.93
2020/04/01	186485	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.26
2020/04/01	186505	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.44
2020/04/01	186882	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.10
2020/04/01	186902	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.74
2020/04/01	186912	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	136.67
2020/04/01	186933	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.98
2020/04/01	187094	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.39

JMB Crushing Systems ULC

05.16-2371

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/01	187660	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.84
2020/04/01	187696	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.06
2020/04/01	190346	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.38
2020/04/01	190417	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.96
2020/04/01	190625	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.82
2020/04/01	190716	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.99
2020/04/01	190919	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.44
2020/04/01	191033	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.43
2020/04/02	186449	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.35
2020/04/02	186458	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.47
2020/04/02	186506	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.10
2020/04/02	186850	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.58
2020/04/02	186877	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.88
2020/04/02	186900	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	173.43
2020/04/02	186934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	237.44
2020/04/02	187095	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.58
2020/04/02	187113	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.78
2020/04/02	187448	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	241.80
2020/04/02	187661	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.55
2020/04/02	190299	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.55
2020/04/02	190345	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.21
2020/04/02	190569	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	175.01
2020/04/02	190626	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	200.12
2020/04/02	190717	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	146.02
2020/04/02	190921	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.33
2020/04/02	190923	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	108.86
2020/04/03	174379	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.81
2020/04/03	186451	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.79
2020/04/03	186460	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.69
2020/04/03	186507	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.14
2020/04/03	186851	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.47
2020/04/03	186878	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.63
2020/04/03	186935	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.17
2020/04/03	187096	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.20
2020/04/03	187114	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.88
2020/04/03	187142	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.03
2020/04/03	187447	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	241.93
2020/04/03	187662	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.88
2020/04/03	187695	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.52
2020/04/03	190341	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.97
2020/04/03	190343	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.44
2020/04/03	190565	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	175.53
2020/04/03	190627	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.94
2020/04/03	190718	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	145.10
2020/04/03	190920	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.43
2020/04/03	190924	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	183.19
2020/04/28	170376	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.11
2020/04/28	186293	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.16
2020/04/28	186355	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.81

05.16-2371

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/28	186631	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	77.29
2020/04/28	186670	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	56.48
2020/04/28	186710	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	77.91
2020/04/28	186635	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.61
2020/04/28	187067	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.73
2020/04/28	187223	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.55
2020/04/28	187242	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.15
2020/04/28	186070	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	118.92
2020/04/28	190732	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	57.62
2020/04/28	190771	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	82.51
2020/04/29	170288	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	136.07
2020/04/29	186276	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.83
2020/04/29	186294	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.67
2020/04/29	186632	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.17
2020/04/29	186671	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.65
2020/04/29	186713	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.10
2020/04/29	186814	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.04
2020/04/29	186836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.50
2020/04/29	187066	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.16
2020/04/29	187084	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	112.34
2020/04/29	187224	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.86
2020/04/29	187238	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	80.10
2020/04/29	187585	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.13
2020/04/29	188069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.18
2020/04/29	190835	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.69
2020/04/30	170378	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	143.39
2020/04/30	181433	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.97
2020/04/30	181434	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.73
2020/04/30	186277	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.90
2020/04/30	186295	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	240.21
2020/04/30	186633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.32
2020/04/30	186672	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.23
2020/04/30	186714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.78
2020/04/30	186812	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.36
2020/04/30	186815	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.93
2020/04/30	186911	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	182.20
2020/04/30	187065	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.92
2020/04/30	187241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.79
2020/04/30	186068	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.72
2020/04/30	190324	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	201.41
2020/04/30	190836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.69
						84.96
						15,435.80

15,435.80

Aggregate Size: Des 2 Class 40

05.16-2372

9

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/06	186453	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	78.00
2020/04/06	186464	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	195.39
2020/04/06	186510	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	75.98
2020/04/06	186591	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	142.57
2020/04/06	186605	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	195.62
2020/04/06	186621	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	152.00
2020/04/06	186939	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	195.05
2020/04/06	187099	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	174.14
2020/04/06	187120	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	146.90
2020/04/06	187140	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	142.72
2020/04/06	187145	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	142.66
2020/04/06	188084	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	201.04
2020/04/06	190307	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	195.91
2020/04/06	190342	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	195.57
2020/04/06	190559	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	146.99
2020/04/06	190629	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	158.30
2020/04/06	190721	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	145.45
2020/04/06	190927	JMB Pit Transfers	Shankowski Pit	JMB Yard	Des 2 Class 40	182.57
2020/04/07	190630	Erwin Chitrima	Shankowski Pit	#703 Poplar Drive Laurier Lake	Des 2 Class 40	39.00
2020/04/08	186338	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	39.49
2020/04/08	186491	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	29.16
2020/04/08	186592	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.85
2020/04/08	186606	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	39.28
2020/04/08	186861	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	38.34
2020/04/08	187073	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.99
2020/04/08	187138	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.41
2020/04/08	187149	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	39.38
2020/04/08	187158	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.34
2020/04/08	190296	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	38.83
2020/04/08	190340	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	38.56
2020/04/08	190411	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.26
2020/04/08	190427	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.19
2020/04/08	190542	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.92
2020/04/08	190722	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	29.15
2020/04/08	190837	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.18
						3,422.19
						3,422.19
						197.67
						196.11
						196.07
						237.12
						197.08
						143.11

05.16-2373

Aggregate Size: Screenings

2020/04/05	184869	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	197.67
2020/04/05	186337	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	196.11
2020/04/05	186452	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	196.07
2020/04/05	186462	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	237.12
2020/04/05	186509	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	197.08
2020/04/05	186590	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	143.11

05.16-2373

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/05	186820	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	189.93
2020/04/05	186938	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	197.93
2020/04/05	187098	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	146.24
2020/04/05	187122	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	117.52
2020/04/05	187139	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	177.14
2020/04/05	187144	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	177.99
2020/04/05	187694	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	158.09
2020/04/05	188085	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	200.86
2020/04/05	190344	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	39.39
2020/04/05	190560	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	177.22
2020/04/05	190720	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	117.50
2020/04/05	190928	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	146.86
						<u>3,015.83</u>
						<u>3,015.83</u>
						<u>70,871.44</u>

05.16-2374

05.16-2374

05.16-2375

05.16-2375

This is Exhibit "E"
Referred to in the Affidavit of
denys shanowsk
Sworn before me this
27th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

Order
Rule 9.1

COURT FILE NO.: 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 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.

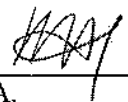
10. Upon the Monitor providing a certificate to the Registrar of Land Titles confirming receipt of the Funds by the Monitor and that the Funds are sufficient to pay the Liens, the Registrar is hereby authorized and directed under section 191(3)(a) of the *Land Titles Act*, RSA 2000, c L-4 to discharge 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.

Schedule "A"
Lien Notice

Claimant: _____

Address for Notices: _____

Telephone: _____

Fax: _____

Email: _____

I, _____ residing in the _____ of
(name) (city, town, etc.)
_____ in the Province of _____
(name of city, town, etc.) (name of province)

do hereby certify that:

1. I am the Claimant

OR I am the _____ of the Claimant
(title/position)

2. I have knowledge of all the circumstances connected with the claim referred to in this Lien Notice form.

3. The Claimant has a valid

(a) **Builders' Lien Claim** in the amount of \$_____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.

(b) **Subrogated Claim** in the amount of \$_____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.

4. Attached hereto as Schedule "A" is an affidavit setting out the full particulars of the Claimant's builders' lien claim or subrogated claim, including all applicable contracts,

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

THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



HAJDUK GIBBS LLP
A PROFESSIONAL CORPORATION

RICHARD B. HAJDUK, LLB*
RODGER C. GIBBS, BA(Spec) LLB*
OMAR ABDULHAK, BBA JD
RANA GHANEM, BSc(Spec) BA JD
LERINA KOORNHOF, BA JD
*Professional Corporation

#202 Platinum Place
10120 - 118 Street NW
Edmonton, AB T5K 1Y4
Phone: (780) 428-4258
Fax: (780) 425-9439
Rural: 1-800-749-9989

Your File:

Our File: 5448 RBH

June 26, 2020

Gowling WLG (Canada) LLP
1600, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Tom Cumming
Attention: Caireen E. Hanert
Attention: Alex Matthews

By email: tom.cumming@gowlingwlg.com
By email: caireen.hanert@gowlingwlg.com
By email: alex.matthews@gowlingwlg.com

McCarthy Tetrault LLP
Suite 4000, 421 7th Ave SW
Calgary, AB T2P 4K9
Attention: Sean F. Collins
Attention: Pantelis Kyriakakis

By email: scollins@mccarthy.ca
By email: pkiriakakis@mccarthy.ca

Putnam & Lawson
9702 – 100 Street
Morinville, Alberta, T8R 1G3
Attention: Mawell C. Putnam

By email: mputnam@putnamlawson.ca

Scott Law
17505 – 106 Avenue
Edmonton, Alberta, T5S 1E7
Attention: James R. Scott

By email: jim.scott@scottlaw.ca

Dear Counsel;

Re: JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.
Action No. 2001-05482

Further to the above matter, please find enclosed our unfiled Application and Affidavit which we are intending on filing in front of Madam Justice K.M. Eidsvik. Accordingly,

HAJDUK GIBBS LLP PAGE 2

kindly provide me with your available dates so that we can canvass same with Madam Justice Eidsvik's assistant.

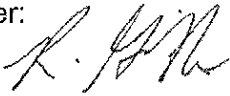
I look forward to hearing from you with respect to this matter.

Thank you.

Yours truly,

HAJDUK GIBBS LLP

Per:



for RICHARD B. HAJDUK
Barrister & Solicitor
Mm/ enclosures

Form 27

[Rules 6.3, 5.5, and 5.12]

COURT FILE NUMBER 2001-05482

COURT COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

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 **APPLICATION BY JERRY
SHANKOWSKI and 954441 ALBERTA
LTD.**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT HAJDUK GIBBS LLP
Barristers & Solicitors
#202 Platinum Place
10120-118 Street
Edmonton, Alberta, T5K 1Y4
ATTENTION: Richard B. Hajduk
Ph. (780) 428-4258
Fax. (780) 425-9439
File No.: 5448 RBH

NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date _____, 2020
Time 10:00 A.M.
Where Calgary Courts Centre
Before Whom The Honourable Madam Justice K.M. Eidsvik in Chambers

Go to the end of this document to see what else you can do and when you must do it.

Remedy claimed or sought:

1. An Order declaring invalid the Builders' Lien registered on or about May 15, 2020, as Instrument No. 202 106 447 ("RBEE Lien") by RBEE Aggregate Consulting Ltd. ("RBEE") against the Lands owned by the Applicants, Jerry Shankowski ("Shankowski") and 945441 Alberta Ltd. ("945441"), against the Lands legally described as:

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
 (the "Lands");

2. An Order declaring invalid the Builders' Lien registered on or about May 13, 2020, as Instrument No. 202 104 972 ("J.R. Paine Lien") by J.R. Paine & Associates Ltd. ("J.R. Paine") against the Lands;
3. An Order directing the Registrar of the Land Titles Office for the North Alberta Registration District to remove and discharge the Builders' Liens registered as Instrument No. 202 106 447 and Instrument No. 202 104 972 from the Title to the Lands forthwith notwithstanding s. 191(1) of the *Land Titles Act*, pursuant to s. 191(3) of the *Land Titles Act*.

4. Such other and further relief as may be required and as this Honourable Court deems appropriate and just; and
5. Costs of this Application in any event of the cause, payable forthwith, on a scale as between a solicitor and client or on such other scale or in such other amounts as this Honourable Court deems appropriate and just.

Grounds for making this application:

6. On May 20, 2020, in this Action, an Order ("Eidsvik May 20 Order") was granted by the Honourable Madam Justice K.M. Eidsvik ("Eidsvik J.") establishing a protocol for any builders' liens registered or capable of being registered in respect of the Contract between JMB Crushing Systems Inc. ("JMB") and the Muncipal District of Bonnyville No. 87 ("MD of Bonnyville"), and discharging any builders' liens then registered against certain lands ("MD of Bonnyville Lands") stipulated in the Eidsvik May 20 Order and owned by the MD of Bonnyville.
7. On or about May 13, 2020, J.R. Paine caused the J.R. Paine Lien to be registered against the Lands.
8. On or about May 15, 2020, RBEE caused the RBEE Lien to be registered against the Lands.
9. Neither Shankowki or 954441 requested, expressly or impliedly, any work or services to be provided on or in respect of an improvement on the Lands by either RBEE or J.R. Paine, and any such work or services were requested by JMB.
10. RBEE and J.R. Paine, or either of them, could have registered a builders' lien against the MD of Bonnyville Lands prior to the granting of the Eidsvik May 20 Order, and could have had their lien claims dealt with pursuant to the Eidsvik May 20 Order, but neither of them did so.
11. Each of the RBEE Lien and the J.R. Paine Lien are invalid as regards the interests of Shankowski and / or 945441 in the Lands as either being contrary to the spirit

and intent of the Eidsvik May 20 Order, or as being in respect of work or services that were not requested, expressly or impliedly, by either Shankowski or 945441, and as not being provided for an improvement to the Lands.

12. Neither of the RBEE Lien or the J.R. Paine Lien specifies or alleges that any work or services were requested, expressly or impliedly, by either Shankowski or 945441, contrary to s. 34(2)(a)(ii) and s. 34(2)(a)(iii) of the *Builders' Lien Act*, being c. B-7 of the Revised Statutes of Alberta 2000, and any amendments thereto ("*BLA*"), and therefore does not allege that either Shankowski or 945441 is an "owner" of the Lands within the meaning of the *BLA*.

13. The Eidsvik May 20 Order provides a separate protocol for builders' lien claims against any interest of JMB in any lands in relation to the Contract between JMB and the MD of Bonnyville.

14. The deadline for registering each of the RBEE Lien and the J.R. Paine Lien has expired and neither of the RBEE Lien nor the J.R. Paine Lien can be amended or saved by an Order of the Court under s. 37 of the *BLA*.

15. Such further and other grounds as may appear from the evidence.

Material or evidence to be relied on:

16. The Affidavit of Jerry Shankowski, sworn June __, 2020, filed concurrently with this Application; and,

Applicable rules:

17. Rules 1.2, 1.3, 1.4 and 6.3 of the *Alberta Rules of Court* and generally all other applicable provisions of the *Alberta Rules of Court*.

Applicable Acts and regulations:

18. *Alberta Rules of Court*;

19. Builders' Lien Act.

Any irregularity complained of or objection relied on:

20. Not applicable.

How the application is proposed to be heard or considered:

21. Orally, in person or in such other manner as may be directed by the Court, before the presiding Justice in Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

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

Clerk's Stamp

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 GIBBS 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

AFFIDAVIT OF JERRY SHANKOWSKI SWORN JUNE 26, 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 my lawyer, RICHARD B. HAJDUK ("Hajduk") 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 an way that allows the ULC to be effectively ignored for tax purposes as profits and losses

- 2 -

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"). 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. 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 my lead lawyer, Richard B. Hajduk ("Hajduk") and do verily believe that there is a significant issue as to whether I or 945411 is an "owner" within the meaning of the *Builders' Lien Act (Alberta)* ("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.
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

- 2 -

- 3 -

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 "inspection of aggregate".
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.
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

- 3 -

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.

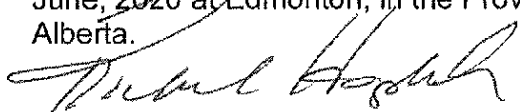
21. Each of the RBEE Lien and the J.R. Paine Lien alleges that any services were provided at the request of JMB and not either myself or 945441.

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.

23. I am advised by Hajduk 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, 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 26th day of June, 2020 at Edmonton, in the Province of Alberta.



A Commissioner for Oaths in and for Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

)
)
)
)
)
)



JERRY SHANKOWSKI

05.16-2397

~~05.16-2397~~

This is Exhibit "A"
Referred to in the Affidavit of
Jerry Shankowski
Sworn before me this
20th Day of June, 2018
Nickel Abdul
A Commissioner for Oaths in
and for the Province of Alberta

AGGREGATES ROYALTY AGREEMENT

This EXCLUSIVE AGREEMENT is made as of the 29
October, AD 2018

RICHARD B. HAJDUK
Barrister & Solicitor

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

And

Jerry Shankowski (945441 Alberta Ltd.)
(full names and/or complete company name)

7727 81 Avenue Edmonton, AB T6C 0V4
(full postal address)

(hereinafter referred to as "the Vendor")

WHEREAS the Vendor is the Registered Owner of
(registered owner, purchaser, lessee or otherwise)

SW 21-56-7-W4

(legal land description)

(hereinafter referred to as "the Lands") shown outlined on the plan contained herein and said to contain
160 Hectares (160 Acres) more or less.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual terms and conditions hereinafter contained, JMB and the Vendor agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement:

1. "Aggregates" means, with respect to naturally occurring unprocessed material considered in bulk as mixtures of particles of different sizes, those materials commonly referred to as boulders, cobbles, gravel, sand and silt and all other granular materials of little or no plasticity such as are commonly used in the surfacing of roads and the construction of drainage works.
2. "Gravel" means that the type of Aggregate such that, on average, half or less by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.
3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.

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 V MEASUREMENT OF AGGREGATES

Aggregates will normally be measured by weight for the purpose of Royalty Payment unless, in JMB's opinion, to do so would be impractical, in which case measurements shall be by volumes determined by cross-section or truck-box methods. Where necessary, conversions from volume to weight, and vice versa, shall be made using a factor of 1.632 tonnes per cubic meter for gravel and a factor of 1.365 tonnes per

cubic meter for sand, or a factor of 1.24 tonnes per cubic yard for gravel and a factor of 0.836 tonnes per cubic yard of sand.

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

- 1 Unaccepted materials stripped from the Lands or rejected during processing.
2. Materials such as silt, sand, gravel, oil, lime cement or other additives brought to the Lands by JMB.
3. The right of access to and from the Lands.
4. Any other damage or injuries that may be done to the Lands or improvements, if any, during the term of this agreement.

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

1. JMB undertakes to make any necessary application for Development and Reclamation approval to Alberta Environment and local authorities insofar as JMB operations.
2. JMB shall carry out reclamation of the Lands as may be directed by the Minister of the Environment or his agents under such Acts and Regulations as may from time to time be in effect. Such reclamation shall be limited to that occasioned by land disturbances resulting from JMB's operations.

ARTICLE VIII ADDITIONAL CONDITIONS
(if none, write 'none').

- JMB is responsible for all county fees associated with gravel removal.
- JMB will remove a minimum of 100,000 tonnes per year upon approval of Code of Practice by Alberta Environment.
- JMB will utilize the existing large elimination pile located in the SW corner of the property to:
 - Incorporate as much as possible into Des 2 Class 20 or Des 4 Class 20
 - Incorporate as much as possible into Des 2 Class 40 and Des 4 Class 20
- JMB is committed to process 50,000 tonnes of the above noted elimination pile in 2019
- JMB agrees to a royalty increase of \$0.50/tonne for all products on October 29, 2020 and to a royalty review every two years thereafter.
- JMB will only sell asphalt or rock products from this pit with prior consent of the owner. Royalty base rate for asphalt and rock products would be \$5.00/tonne for 2019 and be subject to the same royalty increase in 2020 and review every two years thereafter.
- This royalty agreement replaces any previous JMB/Shankowski royalty agreements
- JMB has the first right to purchase the property should the owner choose to sell the property

3

ARTICLE IX REMAINING STOCKPILES

Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them.

ARTICLE X TERM OF THIS AGREEMENT

The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours on the 29 of October, AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above.

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

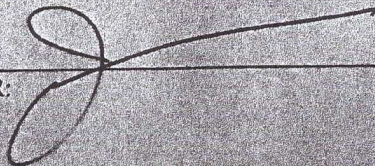
JMB CRUSHING SYSTEMS ULC

PER:



EXECUTED BY THE VENDORS:

PER:



PER

05.16-2402

05.16-2402



LAND TITLE CERTIFICATE

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

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)

This is Exhibit "B"
 Referred to in the Affidavit of
Jerry Shankowski
 Sworn before me this
 16th Day of *October*, 2020
Richard Hajduk
 A Commissioner for Oaths in RICHARD B. HAJDUK
 and for the Province of Alberta Barrister & Solicitor

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

172 269 783 +5

REGISTRATION

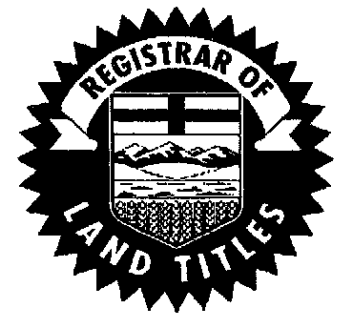
NUMBER	DATE (D/M/Y)	PARTICULARS
862 021 825	30/01/1986	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AS TO PORTION OR PLAN:4286BM
972 235 435	08/08/1997	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 AGENT - DONNA 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

(CONTINUED)

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).

05.16-2406

05.16-2406

Government of Alberta Land Titles

FORM A Statement of Lien

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
 20th Day of June, 2020
 Richard Hajduk
 A Commissioner for Oaths in
 and for the Province of Alberta

RICHARD B. HAJDUK
 Barrister & Solicitor

this 14 day of May, 2020
 at Morinville, Alberta

(Signature of Lienholder or Agent)

MAXWELL C. PUTNAM
 BARRISTER & SOLICITOR

SCHEUDLE "A"
Fee Simple Interest

Title #	Title Number	Legal Description
2	172 269 783 +5	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

05.16-2409

05.16-2409

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
Derek Omirchowski
Sworn before me this
20th Day of JUNE, 2020
Richard B. Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

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.

**Government
of Alberta**
Land Titles

**FORM A
Statement of Lien**

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]

[Signature of Commissioner]

Heidy Tolentino A Commissioner for Oaths in and for the Province of Alberta My Commission Expires May 18, 2023

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

- 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.



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)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

102 054 177

REGISTRATION

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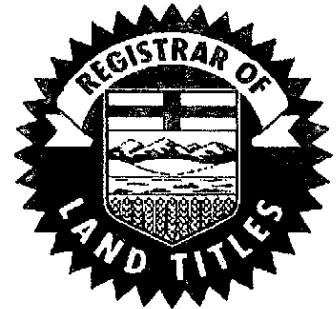
092 310 470	01/09/2009	CAVEAT RE : ROADWAY CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF TRANSPORTATION 2ND FLOOR, TWIN ATRIA BUILDING 4999 - 98 AVENUE NW EDMONTON ALBERTA T6B2X3
-------------	------------	--

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).



SCHEDULE B

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

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)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

172 269 783 +5

REGISTRATION

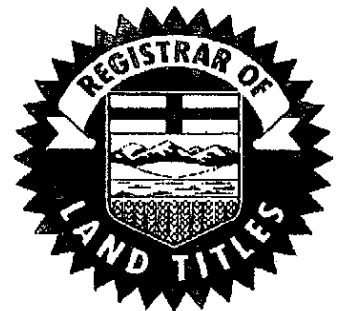
NUMBER	DATE (D/M/Y)	PARTICULARS
862 021 825	30/01/1986	UTILITY RIGHT OF WAY GRANTEE - ALBERTA POWER LIMITED. AS TO PORTION OR PLAN: 4286BM
972 235 435	08/08/1997	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 AGENT - DONNA 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 SHORT LEGAL TITLE NUMBER
 0037 711 496 4;7;56;16;NW 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

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)

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)

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 REGISTERED 2020 05 13
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DRR#: B153881 ADR/T JOHNSON
LINC/S: 0034014183 +

05.16-2421

~~05.16-2421~~

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

Dated this 21 day of May 2020


for Clerk of the Court

This is Exhibit "E"

Referred to in the Affidavit of

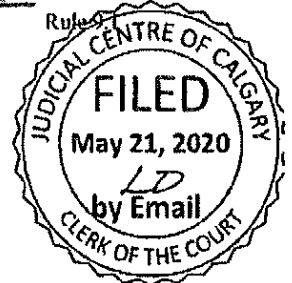
Sworn before me this

20th Day of June, 2020


A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

Order
Rule 4



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:**

- 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.

**Schedule "A"
Lien Notice**

Claimant: _____

Address for Notices: _____

Telephone: _____

Fax: _____

Email: _____

I, _____ residing in the _____ of
(name) (city, town, etc.)

_____ in the Province of _____
(name of city, town, etc.) (name of province)

do hereby certify that:

1. I am the Claimant
- OR I am the _____ of the Claimant
(title/position)
2. I have knowledge of all the circumstances connected with the claim referred to in this Lien Notice form.
3. The Claimant has a valid
 - (a) **Builders' Lien Claim** in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.
 - (b) **Subrogated Claim** in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.
4. Attached hereto as Schedule "A" is an affidavit setting out the full particulars of the Claimant's builders' lien claim or subrogated claim, including all applicable contracts,

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)

Name: **Witness**

Name:

Must be signed and witnessed

THIS IS EXHIBIT "F" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



JERRITT R. PAWLYK
Direct Line: 780 421 2477
Email Address: jpawlyk@bmlp.ca

2300, 10180-101 Street
Manulife Place
Edmonton, Alberta T5J 1V3
T: 780 426 5550
edmonton@bmlp.ca
www.bmlp.ca

OUR FILE NO. 110151-003

July 6, 2020

VIA EMAIL

See attached service list

WITHOUT PREJUDICE

Dear Sirs and Mesdames:

**Re: JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.
Action No. 2001 05482**

Please be advised that we act for RBEE Aggregate Consulting Ltd. ("RBEE") in respect of the above matter. We ask that all further correspondence be directed to our attention.

We are in receipt of Mr. Hajduk's letter of June 26, 2020 enclosing an unfiled Application and Affidavit on behalf of Jerry Shankowski ("Shankowski"). For the reasons that follow, we oppose the discharge of RBEE's lien against Shankowski's land.

Background

Pursuant to the May 20, 2020 Order of Justice K.M. Eidsvik (the "Eidsvik May 20 Order"), RBEE submitted a Lien Notice together with an Affidavit of David Howells in support of RBEE's lien claims against JMB Crushing Systems Inc. ("JMB"). Copies of RBEE's Lien Notice and Mr. Howells' Affidavit are enclosed for your reference.

In Mr. Howells' Affidavit, he states that RBEE performed work on the "Shankowski Pit" at JMB's instructions. He goes on to explain that the Shankowski Pit is located on multiple parcels of land, including one parcel owned by Jerry Shankowski (the "Shankowski Land") and another owned by Helen and Gail Havener (the "Havener Land").

RBEE and J.R. Paine & Associates Ltd. ("J.R. Paine") registered builders' liens against both the Havener Land and the Shankowski Land.

Shankowski's Application

With this Application, Shankowski and his corporation, 945441 Alberta Ltd., seek an order invalidating the liens filed by RBEE and J.R. Paine against the Shankowski Land.

The Application states that the liens filed by RBEE and J.R. Paine are invalid because they are either:

- A. In respect of work or services not requested, expressly or impliedly, by either Shankowski or 945441; or
- B. Contrary to the spirit and intent of the Eidsvik May 20 Order.

A. Work Not Directed by Shankowski

The Application states that neither Shankowski nor 945441 requested the work or services provided by either RBEE or J.R. Paine, and that those services were requested by JMB.

More specifically, the Application states that the liens fail to allege that the work was requested, expressly or impliedly, by Shankowski, contrary to s. 34(2)(a)(ii) and (iii) of the *Builders' Lien Act*. That section states:

- (2) The statement of lien shall set out
 - (a) the name and residence of
 - ...
 - (ii) the owner or alleged owner, and
 - (iii) the person for whom the work was or is being done or the materials were or are being furnished,

We presume that the alleged defect above is directed at J.R. Paine's lien, and not RBEE's. We fail to see any defect in RBEE's lien contrary to s. 34(2)(a). RBEE's Statement of Lien claims a lien against the fee simple estate of Shankowski, and it names JMB as the person for whom the work was provided. J.R. Paine's Statement of Lien, on the other hand, claims a lien against the fee simple interest of the Municipal District of Bonnyville, and Shankowski is not named in that Statement of Lien at all.

In his Affidavit, Shankowski emphasizes that he did not have any direct interaction with RBEE or J.R. Paine, and that "if anyone requested materials or services to be provided, it would have been JMB". However, Shankowski does not need to have made requests to specific subcontractors such as RBEE for RBEE to have a valid lien. A fundamental aspect of lien legislation is the creation of rights and remedies against land even where there is no direct privity of contract with the owner.

The Application argues that Shankowski is not an "owner" for the purposes of the *Builders' Lien Act*. The *Builders' Lien Act* states at s.1(j):

- (j) "owner" means a person having an estate or interest in land at whose request, express or implied, and
 - (i) on whose credit,
 - (ii) on whose behalf,
 - (iii) with whose privity and consent, or
 - (iv) for whose direct benefit,

work is done on or material is furnished for an improvement to the land ...

In this case, Shankowski admits that he entered into a royalty agreement with JMB for the excavation of aggregates and related work. Shankowski should therefore be considered an

Page 3

July 6, 2020

owner because he requested, rather expressly, that JMB perform work in respect of his land, with his privity and consent, and to his benefit.

It is also difficult to conceive who might be an "owner" in this case if not Shankowski. Shankowski is the only person or entity with a registered interest in the Shankowski Land. JMB has no registered interest in the Shankowski Land, and no encumbrance or caveat in respect of the royalty agreement between Shankowski and JMB was ever registered against the Shankowski Land.

B. The Eidsvik May 20 Order

The Eidsvik May 20 Order was pronounced in JMB's CCAA proceedings to establish a procedure for adjudicating builders liens filed against JMB and the Municipal District of Bonnyville (the "MD of Bonnyville"). That Order directed the MD of Bonnyville to remit certain funds to the Monitor as security. The Eidsvik May 20 Order stays the enforcement of any builders' liens registered or capable of being registered in respect of the contract between JMB and the MD of Bonnyville. It also directed the discharge of all builders' liens then registered against particular lands owned by the MD of Bonnyville.

The Eidsvik May 20 Order defines "Lien Claims" to include any lien claim that relates to work performed or materials furnished by a lien claimant in respect of JMB's contract with the MD of Bonnyville, or with respect to the MD of Bonnyville Lands.

The Eidsvik May 20 Order stays all Lien Claims, including, arguably, RBEE's lien claim against the Shankowski Land. The Eidsvik May 20 Order requires any person seeking to enforce a Lien Claim to seek rights and remedies set out in that Order.

The Eidsvik May 20 Order does not direct the discharge of builders' liens registered against the Havener Land or Shankowski Land. It does not extinguish any Lien Claim that a claimant might have against owners other than the MD of Bonnyville.

Shankowski's Application presupposes that RBEE's lien claim will be satisfied by the lien claims process in the Eidsvik May 20 Order. While we certainly hope that this will be the case, the Monitor has not yet made a Lien Determination in respect of RBEE's lien, and has not yet provided a Determination Notice to RBEE.

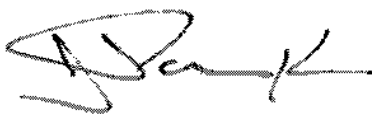
It is appropriate in the circumstances to continue to stay the enforcement of RBEE's lien claim against the Shankowski Land, pending a resolution of RBEE's lien claims against JMB and the MD of Bonnyville pursuant to the process set out in the Eidsvik May 20 Order.

We trust you find the enclosed to be in order.

Yours truly,

BISHOP & MCKENZIE LLP

Per:



JERRITT R. PAWLYK

JRP/jj

JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.
Court of Queen's Bench Action No. 2001 05482

Service List

Hajduk Gibbs LLP
#202 Platinum Place
10120 - 118 Street NW
Edmonton, AB T5K 1Y4

Attention: Richard B. Hajduk

By email: r.hajduk@hajdukandgibbs.com

Counsel for Jerry Shankowski and 945441
Alberta Ltd.

Gowling WLG (Canada) LLP
1600, 421 7th Avenue SW
Calgary AB T2P 4K9

Attention: Tom Cumming
Attention: Caireen E. Hanert
Attention: Alex Matthews

By email: tom.cumming@gowlingwlg.com

By email: caireen.hanert@gowlingwlg.com

By email: alex.matthews@gowlingwlg.com

Counsel for JMB Crushing Systems Inc.

McCarthy Tetrault LLP
Suite 4000, 421 7th Ave SW
Calgary, AB T2P 4K9

Attention: Sean F. Collins
Attention: Pantelis Kyriakakis

By email: scollins@mccarthy.ca

By email: psyriakakis@mccarthy.ca

Counsel for the Monitor, FTI Consulting
Canada Inc.

Scott Law
17505 - 106 Avenue
Edmonton, Alberta, T5S 1 E7

Attention: James R. Scott

By email: jim.scott@scottlaw.ca

Counsel for J.R. Paine & Associates Ltd.

THIS IS EXHIBIT "G" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

October 14, 2020

Parties:

Jerry Shankowski and
945441 Alberta Ltd.
7727 81 Avenue
Edmonton, AB T6C 0V4

Mantle Materials Group, Ltd.
1400 16th St, Suite 320
Denver, CO 80209

Attention: Byron Levkulich, CFA, CPA
E-mail: Byron.Levkulich@RLHoldings.com

Counsel :

Hajduk Gibbs LLP
#202 Platinum Place
10120 – 118 Street NW
Edmonton, AB T5K 1Y4

Attention: Richard B. Hajduk
Email: richard@hajdukllp.com

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9

Attention: Tom Cumming
Email: tom.cumming@gowlingwlg.com

Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. ("216", and together with JMB, the "Companies") under the *Companies' Creditors Arrangement Act* (the "CCAA")

Reference is made to the following:

1. the proceedings of JMB and 216 under the CCAA (the "**CCAA Proceedings**") commenced on May 1, 2020 by an initial order of the Honourable Madam Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta (the "**Court**") made on May 1, 2020, which Order was amended and restated by an Order made on May 11, 2020;
2. an asset purchase agreement dated as of September 28, 2020 (the "**APA**") between JMB and 216 as vendors and Mantle Materials Group, Ltd. ("**Mantle**") as purchaser, under which Mantle has agreed to purchase all of the right, title and interest of the Companies in certain core properties and assets of the Companies (the "**Property**", and such transaction, the "**Transaction**"), including the Royalty Agreement;
3. the Aggregates Royalty Agreement dated October 29, 2018 (the "**Royalty Agreement**") between JMB and Jerry Shankowski (945441 Alberta Ltd.) (the "**Royalty Holder**") in respect of the lands legally described as the North West and South West Quarters of Meridian 4, Range 7, Township 56, Section 21, County of St. Paul No. 19, Title Number 172 269 783 +5 (the "**Royalty Lands**");
4. JMB owes significant arrears to the Royalty Holder under the Royalty Agreement (the "**Monetary Arrears**"); and
5. builder's liens that have been registered against title to the Royalty Lands by J.R. Paine & Associates Ltd. on May 13, 2020 as Instrument No. 202 104 972 and by R Bee Aggregate Consulting Ltd. on May 15, 2020 as Instrument No. 202 106 447 (collectively, the "**Liens**").

The Transaction will be completed when all of the conditions precedent contained in the APA have been satisfied or waived, including the issuance by the Court of Orders approving the Sale Agreement and vesting the Property in Mantle free and clear of all claims, security and encumbrances (the "**Vesting Order**"), vesting all remaining assets and liabilities of JMB in 216 (the "**Reverse Vesting Order**"), assigning to Mantle the right, title and interest of JMB and 216 in certain contracts, and sanctioning a plan of arrangement of JMB and Mantle under the CCAA and *Business Corporations Act* (British Columbia) (collectively, the "**Orders**").

Mantle and the Royalty Holder wish to enter into an agreement amending certain provisions of the Royalty Agreement and setting out the basis on which the Royalty Holder is willing to consent to the vesting of the Royalty Agreement in Mantle.

Now therefore, for good and valuable consideration, Mantle and the Royalty Holder agree as follows:

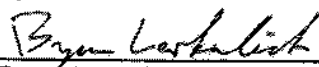
- (a) The Royalty Holder consents to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle pursuant to the Vesting Order.
- (b) Mantle will pay \$50,000 to the Royalty Holder on account of the Monetary Arrears and the Royalty Holder agreeing to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle without requiring full payment from Mantle of the Monetary Arrears (the "**Mantle Payment**"), but without prejudice to any claim or entitlement of the Royalty Holder to the Monetary Arrears (less the Mantle Payment) as against JMB, or against 216 as a result of all liabilities of JMB being vested in 216, including the remaining Monetary Arrears. Mantle shall pay the Mantle Payment to the Royalty Holder promptly following the completion of the Transaction by wire transfer in accordance with wire transfer instructions provided by the Royalty Holder to Mantle.
- (c) Subject to paragraphs 5(b) to (e), the Royalty Holder shall have no claims against Mantle for the Monetary Arrears and as between Mantle and the Royalty Holder, the Royalty Agreement shall be deemed to be in good standing.
- (d) Mantle confirms that in accordance with Article VII of the Royalty Agreement, it will be solely responsible, including in its capacity as a registration holder, for all conservation and reclamation of the Royalty Lands, and that the obligations regarding conservation and reclamation do not constitute Monetary Arrears.
- (e) Mantle confirms that it will provide notice of change of corporate status (s. 2.1.6 of the *Code of Practice for Pits*) and become a *registered holder* in accordance with the provisions of the following: *Environmental Protection and Enhancement Act* R.S.A. 2000, c. E-12; *Conservation and Reclamation Regulation* Alberta Regulation 115/1993 as amended; *Activities Designation Regulation* Alberta Regulation 276/2003 as amended; *Approval and Registration Procedures Regulations* Alberta Regulation 113/93 as amended; and the *Code of Practice for Pits* (collectively the "**Reclamation Legislation**"), as applicable.
- (f) Paragraphs 5(a) to (e) of this amending agreement shall become effective upon the satisfaction or waiver (evidenced by written agreement of Mantle and the Royalty Holder) of the following conditions precedent, which shall be for the mutual benefit of both Mantle and the Royalty Holder:
 - (i) the Court shall have pronounced the Orders, which Orders shall not have been appealed, modified or set aside;
 - (ii) the Transaction shall have been completed;


- (iii) the Royalty Holder and Mantle shall have executed this amending agreement;
- (iv) the Liens shall have been discharged from title to the Royalty Lands; and
- (v) Mantle shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the forgoing.

Mantle Materials Group, Ltd.

By:



Byron Levkulich
President Director


Witness: _____

Jerry Shankowski

945441 Alberta Ltd.

By:

Jerry Shankowski
President and Sole Director

- (iv) the Liens shall have been discharged from title to the Royalty Lands; and
- (v) Mantle shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the forgoing.

Mantle Materials Group, Ltd.

By:

Byron Levkulich
President

Witness:

Jerry Shankowski

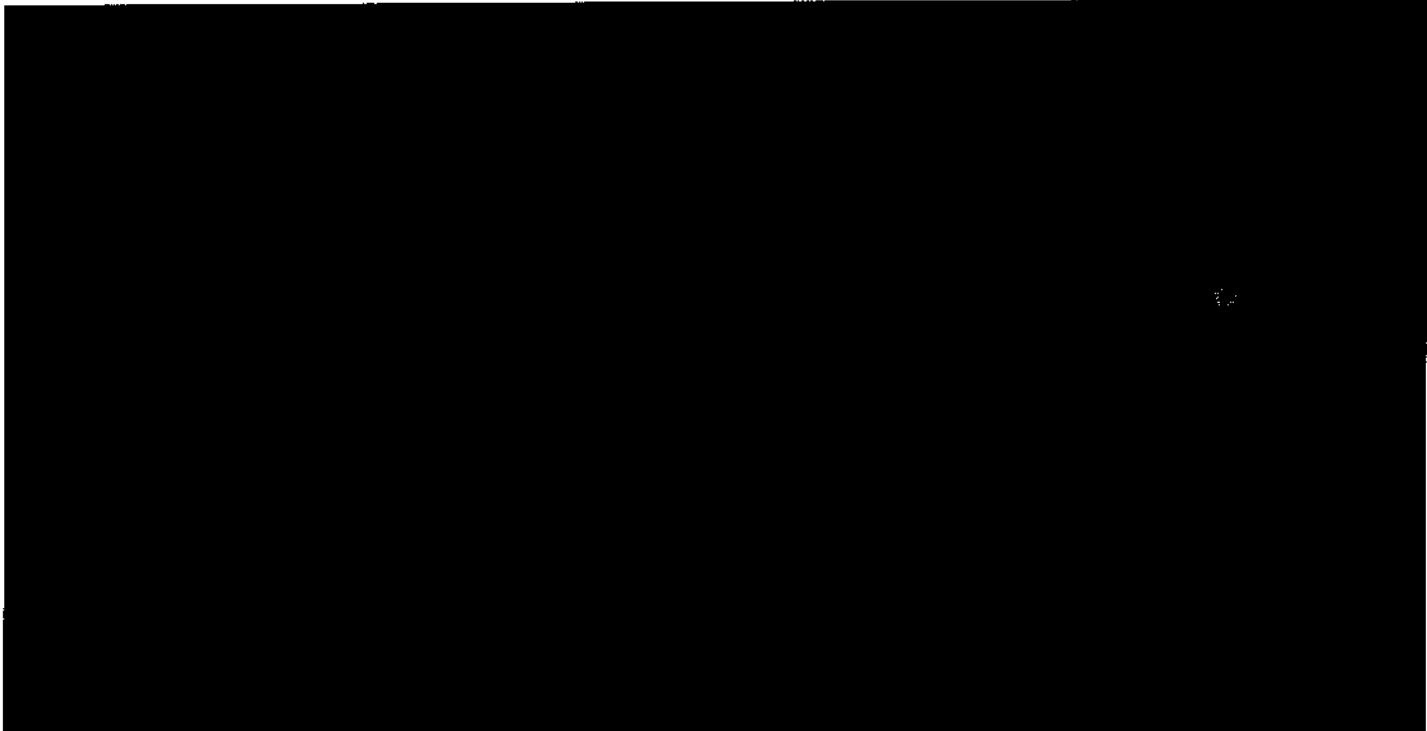
945441 Alberta Ltd.

By:

Jerry Shankowski
President and Sole Director

THIS IS EXHIBIT "H" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



From: Richard Hajduk <richard@hajdukllp.com>
Sent: October 20, 2020 6:41 AM
To: Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; Cumming, Tom <Tom.Cumming@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkiriakakis@mccarthy.ca>
Cc: Jerritt Pawlyk <JPawlyk@bmlp.ca>; Misty McTaggart <misty@hajdukllp.com>; Lauren Pearson <LPearson@bmlp.ca>; Jessica Van Mulligen <JVanMulligen@bmlp.ca>; Monica V. Tran <MTran@bmlp.ca>; Arjun Deol <ADeol@bmlp.ca>
Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good morning,

Please be advised that we will be seeking an adjournment of the application returnable for tomorrow. The basis of the adjournment is for the purposes of amending our current application or alternatively commencing a further application to be heard concurrently.

The amended or further application would be for the purposes of having the *Holdback Amount* (as that term is defined in the Order of Madame Justice K.M. Eidsvik dated May 20, 2020, the "Order"), declared to constitute trust funds and to have those trust funds further supplemented and contributed to as necessary to fully constitute the trust as contemplated by paragraph 26 of the Terms and Conditions Agreement entered into between the MD of Bonnyville and JMB made and effective the 1st day of November, 2013 (the "Bonnyville Contract").

The grounds of the foregoing application would include that:

- a. The Bonnyville Contract establishes a trust for the amounts paid to JMB by the MD of Bonnyville which trust funds are to be used for:

26. From the amounts paid to JMB by the MD, JMB is deemed to hold that part of them in trust which are required or needed to pay for any salaries, wages, compensation, overtime pay, statutory holiday pay, vacation pay, entitlements, employee and employer Canada Pension Plan contributions, employee and employer Employment Insurance contributions, Workers' Compensation premiums and assessments, income taxes, withholdings, GST and all costs directly or indirectly related to the Product and Services. JMB shall pay the foregoing from such trust funds.

b. The term *Product* is defined in paragraph 1.e. of the Bonnyville Contract as follows:

"Product" means the production by JMB of the aggregate described in this Agreement which includes the crushing and cleaning of rock/gravel, and all related services whereby rock/gravel is made into usable crushed aggregate for the MD in accordance with the required specifications set out in this Agreement;

- c. The contemplated trust would include, at the very minimum, payment of the full amounts owing to Shankowski, RBEE Aggregates and J.R. Paine.
- d. Neither the court appointed Monitor nor JMB disclosed the substantive contents of the Bonnyville Contract to Shankowski, RBEE Aggregates or J.R. Paine until the Bonnyville Contract was first attached as an exhibit to the Affidavit of Jason Panter sworn October 9, 2020.
- e. Neither the court appointed Monitor nor JMB has previously disclosed the existence of the trust to the affected parties (being the beneficiaries of the trust) or to the Court.
- f. Any payment out of the *Funds* to JMB (as that term is defined in the Order) shall be fully accounted for and paid into Court to the amount required to properly establish the trust as contemplated by paragraph 26 of the Bonnyville Contract.
- g. All beneficiaries constituted by the trust shall be given notice of their potential interest in the trust and the right to apply for payment from the trust in accordance with their respective entitlements.
- h. Neither JMB nor the court-appointed Monitor, until the affidavits of Jason Planter sworn on October 9, 2020 (the "Planter Affidavit") and Blake Elyea sworn October 16, 2020 (the "Elyea Affidavit", advised that the nature of the *Work* supplied or that the *Materials* furnished was for the purposes of an improvement that related to road construction and maintenance.
- i. Section 7(1) of the Builders Lien Act provides:

Highways and irrigation districts

7(1) No lien exists with respect to a public highway or for any work or improvement caused to be done on it by a municipal corporation.

- j. Both JMB and the court-appointed Monitor would have previously had knowledge and been aware that no lien was maintainable as against the nature of the *improvements* and that the only recourse by the creditors of JMB would have been as beneficiaries under the aforementioned trust, to the extent of any corresponding entitlement thereunder.
- k. JMB (and as approved by the court-appointed Monitor), have obtained Orders from time to time in this proceedings which have prejudiced the interests of the beneficiaries under the trust.

- l. JMB has failed to act in good faith in these proceedings.
- m. Our formal brief in this matter was filed on October 7, 2020 and being previous to the disclosure of the Planter Affidavit and the Elyea Affidavit.
- n. The brief of JMB and the Elyea Affidavit (as well as notice that the Planter Affidavit would be relied on) was first received (via email) at 11:41 pm on October 16, 2020.
- o. The extensive brief of the court-appointed Monitor and the Monitor's Eighth Report to the Court was first received (via email) at 5:21 am on October 17, 2020.

The foregoing may include further grounds. If I have incorrectly stated any of the foregoing facts then kindly advise.

If you are objecting to the adjournment kindly advise as to the basis for same. In the event that you are not consenting to the adjournment I believe we should address how we will proceed to inform the Court of this issue.

If you are consenting to the adjournment think we should notify the Court as soon as possible regarding this request so that Justice Eidsvik does not waste further time preparing for tomorrows applications.

If your able to suggest an alternative resolution to the foregoing, then kindly advise.

I intend to proceed with the questionings scheduled for this afternoon.

I am available to discuss this matter this morning.

I look forward to your early response.

Kind regards.

Thank you.

Yours sincerely,

HAJDUK LLP
Per: Richard Hajduk
Barrister & Solicitor
Ph. 780-428-4258, ext. 238
Fax.780-425-9439
TF: 800-749-9989, ext. 238



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From: "Gray, Alison" <Alison.Gray@gowlingwlg.com>
Date: Monday, October 19, 2020 at 9:31 AM
To: Richard Hajduk <richard@hajdukllp.com>, Jerritt Pawlyk <JPawlyk@bmlp.ca>, "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>, "Kyriakakis, Pantelis" <pkryiakakis@mccarthy.ca>
Cc: Misty McTaggart <misty@hajdukllp.com>, Lauren Pearson <LPearson@bmlp.ca>, Jessica Van Mulligen <JVanMulligen@bmlp.ca>, "Monica V. Tran" <MTran@bmlp.ca>, Arjun Deol <ADeol@bmlp.ca>
Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Great. I will get the court reporter booked asap.

Alison Gray
Partner
T +1 403 298 1841
alison.gray@gowlingwlg.com



From: Richard Hajduk <richard@hajdukllp.com>
Sent: October 19, 2020 9:06 AM
To: Jerritt Pawlyk <JPawlyk@bmlp.ca>; Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkryiakakis@mccarthy.ca>
Cc: Misty McTaggart <misty@hajdukllp.com>; Lauren Pearson <LPearson@bmlp.ca>; Jessica Van Mulligen <JVanMulligen@bmlp.ca>; Monica V. Tran <MTran@bmlp.ca>; Arjun Deol <ADeol@bmlp.ca>
Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

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Okay very good. I will await details of the virtual questioning.

Thank you.

Yours sincerely,

HAJDUK LLP
Per: Richard Hajduk
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From: Jerritt Pawlyk <JPawlyk@bmlp.ca>
Date: Monday, October 19, 2020 at 8:26 AM
To: Richard Hajduk <richard@hajdukllp.com>, "Gray, Alison" <Alison.Gray@gowlingwlg.com>, "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>, "Kyriakakis, Pantelis" <pkiriakakis@mccarthy.ca>
Cc: Misty McTaggart <misty@hajdukllp.com>, Lauren Pearson <LPearson@bmlp.ca>, Jessica Van Mulligen <JVanMulligen@bmlp.ca>, "Monica V. Tran" <MTran@bmlp.ca>, Arjun Deol <ADeol@bmlp.ca>
Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

I may wish to question as well. I have not had time to evaluate that option fully at this point. If we start at 1pm, that should allow for the time, if needed.

Jerritt R. Pawlyk
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From: Richard Hajduk <richard@hajdukllp.com>
Sent: Monday, October 19, 2020 7:52 AM

To: Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkryiakakis@mccarthy.ca>; Jerritt Pawlyk <JPawlyk@bmlp.ca>
Cc: Misty McTaggart <misty@hajdukllp.com>
Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Good morning,

Can we start at 1:00 pm to make sure that we will have sufficient time. Please ensure that the court reporter will be able to have the transcripts available on an overnight basis.

Thank you.

Yours sincerely,

HAJDUK LLP
Per: Richard Hajduk
Barrister & Solicitor
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From: "Gray, Alison" <Alison.Gray@gowlingwlg.com>
Date: Monday, October 19, 2020 at 7:23 AM
To: Richard Hajduk <richard@hajdukllp.com>, "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>, "Kyriakakis, Pantelis" <pkryiakakis@mccarthy.ca>, "JPawlyk@bmlp.ca" <JPawlyk@bmlp.ca>
Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Hi Richard,

Our Affiants can be available the afternoon of the 20th, beginning at about 2 pm. Let me know if this works for you and I can book a court reporter.

Best,

Alison Gray
 Partner
 T +1 403 298 1841
 alison.gray@gowlingwlg.com



From: Richard Hajduk <richard@hajdukllp.com>

Sent: October 18, 2020 12:43 PM

To: Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; 'Collins, Sean F.' <scollins@MCCARTHY.CA>; 'Kyriakakis, Pantelis' <pkiriakakis@mccarthy.ca>; 'deryck.helkaa@fticonsulting.com' <deryck.helkaa@fticonsulting.com>; 'tom.powell@fticonsulting.com' <tom.powell@fticonsulting.com>; 'Clark, Mike' <mike.clark@fticonsulting.com>; 'brandi.swift@fticonsulting.com' <brandi.swift@fticonsulting.com>; 'kmahar@millertomson.com' <kmahar@millertomson.com>; 'tom.gusa@dentons.com' <tom.gusa@dentons.com>; 'derek.pontin@dentons.com' <derek.pontin@dentons.com>; 'rzahara@mltaikins.com' <rzahara@mltaikins.com>; 'jill.medhurst@justice.gc.ca' <jill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca' <tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com' <smatheson@fieldlaw.com>; 'dnowak@mltaikins.com' <dnowak@mltaikins.com>; 'eforys@mltaikins.com' <eforys@mltaikins.com>; 'terence@kmlawyers.net' <terence@kmlawyers.net>; 'jkent@rmrf.com' <jkent@rmrf.com>; 'rkrushelnitzky@fieldlaw.com' <rkrushelnitzky@fieldlaw.com>; 'lmiller@fieldlaw.com' <lmiller@fieldlaw.com>; 'Harvey@chaitons.com' <Harvey@chaitons.com>; 'jhockin@parlee.com' <jhockin@parlee.com>; 'hfrydenlund@parlee.com' <hfrydenlund@parlee.com>; 'pryzuk@millertomson.com' <pryzuk@millertomson.com>; 'dreason@harrisonpensa.com' <dreason@harrisonpensa.com>; 'rfarmer@bmlp.ca' <rfarmer@bmlp.ca>; 'JPawlyk@bmlp.ca' <JPawlyk@bmlp.ca>; 'tmckay@hklaw.ca' <tmckay@hklaw.ca>; 'crussell@mross.com' <crussell@mross.com>; 'gplester@brownleelaw.com' <gplester@brownleelaw.com>; 'rkos@brownleelaw.com' <rkos@brownleelaw.com>; Rodger Gibbs <rodger@hajdukllp.com>; Misty McTaggart <misty@hajdukllp.com>; 'cvshier@morrowtchir.ca' <cvshier@morrowtchir.ca>; 'msimons@mccuaig.com' <msimons@mccuaig.com>; 'cdgreschner@bryanco.com' <cdgreschner@bryanco.com>; 'pstocco@brownleelaw.com' <pstocco@brownleelaw.com>; 'dpekett@smpllp.ca' <dpekett@smpllp.ca>; 'petersond@bennettjones.com' <petersond@bennettjones.com>; 'pgreep@rmrf.com' <pgreep@rmrf.com>; 'james.reid@blakes.com' <james.reid@blakes.com>; 'absecparties@avssystems.ca' <absecparties@avssystems.ca>; 'mkuehne@stahlpeterbilt.com' <mkuehne@stahlpeterbilt.com>; 'nobrien@edmkw.com' <nobrien@edmkw.com>; 'Byron.levkulich@rlholdings.com' <Byron.levkulich@rlholdings.com>; 'Tasha.Cherniwchan@cat.com' <Tasha.Cherniwchan@cat.com>; 'Sherry.Pottie' <Sherry.Pottie@cat.com>; 'cameron.ferris@bmo.com' <cameron.ferris@bmo.com>; 'riacovozzi@komatsuna.com' <riacovozzi@komatsuna.com>; 'Brett.R.Ledingham@wellsfargo.com' <Brett.R.Ledingham@wellsfargo.com>; 'en.ming.huang@vfsc.com' <en.ming.huang@vfsc.com>; 'LFairbrother@strongco.com' <LFairbrother@strongco.com>; 'gkenny@smsequip.com' <gkenny@smsequip.com>; 'Benjamin.L.Cook@efleets.com' <Benjamin.L.Cook@efleets.com>; 'mattsilvertrucking@gmail.com' <mattsilvertrucking@gmail.com>; 'jim.scott@scottlaw.ca' <jim.scott@scottlaw.ca>; 'skitz@county.stpaul.ab.ca' <skitz@county.stpaul.ab.ca>; 'manoj.gupta@wcb.ab.ca' <manoj.gupta@wcb.ab.ca>; 'ABurden@fieldlaw.com' <ABurden@fieldlaw.com>; 'melissa.burkett@gov.ab.ca' <melissa.burkett@gov.ab.ca>

Cc: Cumming, Tom <Tom.Cumming@gowlingwlg.com>; Gray, Alison <Alison.Gray@gowlingwlg.com>; Elms, Alyssa <Alyssa.Elms@gowlingwlg.com>; Doran, Katie <KDORAN@mccarthy.ca>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

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Thank you for your response. Kind regards.

Yours sincerely,

HAJDUK LLP
 Per: Richard Hajduk
 Barrister & Solicitor
 Ph. 780-428-4258, ext. 238
 Fax.780-425-9439
 TF: 800-749-9989, ext. 238



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From: "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>
Date: Sunday, October 18, 2020 at 12:42 PM
To: Richard Hajduk <richard@hajdukllp.com>, "Collins, Sean F." <scollins@MCCARTHY.CA>, "Kyriakakis, Pantelis" <pkiriakakis@mccarthy.ca>, "deryck.helkaa@fticonsulting.com" <deryck.helkaa@fticonsulting.com>, "tom.powell@fticonsulting.com" <tom.powell@fticonsulting.com>, "Clark, Mike" <mike.clark@fticonsulting.com>, "brandi.swift@fticonsulting.com" <brandi.swift@fticonsulting.com>, "kmahar@millerthomson.com" <kmahar@millerthomson.com>, "tom.gusa@dentons.com" <tom.gusa@dentons.com>, "derek.pontin@dentons.com" <derek.pontin@dentons.com>, "rzahara@mltaikins.com" <rzahara@mltaikins.com>, "jill.medhurst@justice.gc.ca" <jill.medhurst@justice.gc.ca>, "tristen.cones@justice.gc.ca" <tristen.cones@justice.gc.ca>, "smatheson@fielddlaw.com" <smatheson@fielddlaw.com>, "dnowak@mltaikins.com" <dnowak@mltaikins.com>, "eforys@mltaikins.com" <eforys@mltaikins.com>, "terence@kmlawyers.net" <terence@kmlawyers.net>, "jkent@rmrf.com" <jkent@rmrf.com>, "rkrushelnitzky@fielddlaw.com" <rkrushelnitzky@fielddlaw.com>, "lmiller@fielddlaw.com" <lmiller@fielddlaw.com>, "Harvey@chaitons.com" <Harvey@chaitons.com>, "jhockin@parlee.com" <jhockin@parlee.com>, "hfrydenlund@parlee.com" <hfrydenlund@parlee.com>, "pryzuk@millerthomson.com" <pryzuk@millerthomson.com>, "dreason@harrisonpensa.com" <dreason@harrisonpensa.com>, "rfarmer@bmlp.ca" <rfarmer@bmlp.ca>, "JPawlyk@bmlp.ca" <JPawlyk@bmlp.ca>, "tmckay@hklaw.ca" <tmckay@hklaw.ca>, "crussell@mross.com" <crussell@mross.com>, "gplester@brownleelaw.com" <gplester@brownleelaw.com>, "rkos@brownleelaw.com" <rkos@brownleelaw.com>, Rodger Gibbs <rodger@hajdukllp.com>, Misty McTaggart <misty@hajdukllp.com>, "cvshier@morrowtchir.ca" <cvshier@morrowtchir.ca>, "msimons@mccuaig.com" <msimons@mccuaig.com>, "cdgreschner@bryanco.com"

<cdgreschner@bryanco.com>, ""pstocco@brownleelaw.com"" <pstocco@brownleelaw.com>, "dpeskett@smpllp.ca" <dpeskett@smpllp.ca>, "petersond@bennettjones.com" <petersond@bennettjones.com>, "pgreep@rmrf.com" <pgreep@rmrf.com>, "james.reid@blakes.com" <james.reid@blakes.com>, "absecparties@avssystems.ca" <absecparties@avssystems.ca>, "mkuehne@stahlpeterbilt.com" <mkuehne@stahlpeterbilt.com>, "nobrien@edmkw.com" <nobrien@edmkw.com>, "Byron.levkulich@rlholdings.com" <Byron.levkulich@rlholdings.com>, "Tasha.Cherniwchan@cat.com" <Tasha.Cherniwchan@cat.com>, 'Sherry Pottie' <Sherry.Pottie@cat.com>, "cameron.ferris@bmo.com" <cameron.ferris@bmo.com>, "riacovoizzi@komatsuna.com" <riacovoizzi@komatsuna.com>, "Brett.R.Ledingham@wellsfargo.com" <Brett.R.Ledingham@wellsfargo.com>, "en.ming.huang@vfsc.com" <en.ming.huang@vfsc.com>, "LFairbrother@strongco.com" <LFairbrother@strongco.com>, "gkenny@smsequip.com" <gkenny@smsequip.com>, "Benjamin.L.Cook@efleets.com" <Benjamin.L.Cook@efleets.com>, "mattsilvertrucking@gmail.com" <mattsilvertrucking@gmail.com>, "jim.scott@scottlaw.ca" <jim.scott@scottlaw.ca>, "skitz@county.stpaul.ab.ca" <skitz@county.stpaul.ab.ca>, "manoj.gupta@wcb.ab.ca" <manoj.gupta@wcb.ab.ca>, "ABurden@fieldlaw.com" <ABurden@fieldlaw.com>, "melissa.burkett@gov.ab.ca" <melissa.burkett@gov.ab.ca>
Cc: "Cumming, Tom" <Tom.Cumming@gowlingwlq.com>, "Gray, Alison" <Alison.Gray@gowlingwlq.com>, "Elms, Alyssa" <Alyssa.Elms@gowlingwlq.com>, "Doran, Katie" <KDORAN@mccarthy.ca>
Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Hi Richard:

We acknowledge your request and are in the process of coordinating timing. We will be in touch shortly.

Kind regards,
 Caireen

Caireen E. Hanert
 Partner
 T +1 403 298 1992
 M +1 403 804 5620
 caireen.hanert@gowlingwlq.com



From: Richard Hajduk <richard@hajdukllp.com>

Sent: October 18, 2020 12:36 PM

To: Hanert, Caireen <Caireen.Hanert@gowlingwlq.com>; 'Collins, Sean F.' <scollins@MCCARTHY.CA>; 'Kyriakakis, Pantelis' <pkiriakakis@mccarthy.ca>; 'deryck.helkaa@fticonsulting.com' <deryck.helkaa@fticonsulting.com>; 'tom.powell@fticonsulting.com' <tom.powell@fticonsulting.com>; 'Clark, Mike' <mike.clark@fticonsulting.com>; 'brandi.swift@fticonsulting.com' <brandi.swift@fticonsulting.com>; 'kmahar@millერთhompson.com' <kmahar@millერთhompson.com>; 'tom.gusa@dentons.com' <tom.gusa@dentons.com>; 'derek.pontin@dentons.com' <derek.pontin@dentons.com>; 'rzahara@mltaikins.com' <rzahara@mltaikins.com>; 'jill.medhurst@justice.gc.ca' <jill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca' <tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com' <smatheson@fieldlaw.com>; 'dnowak@mltaikins.com' <dnowak@mltaikins.com>; 'eforys@mltaikins.com' <eforys@mltaikins.com>; 'terence@kmlawyers.net' <terence@kmlawyers.net>; 'jkent@rmrf.com' <jkent@rmrf.com>; 'rkrushelnitzky@fieldlaw.com' <rkrushelnitzky@fieldlaw.com>; 'lmiller@fieldlaw.com' <lmiller@fieldlaw.com>;

'Harvey@chaitons.com' <Harvey@chaitons.com>; 'jhockin@parlee.com' <jhockin@parlee.com>;
 'hfrydendlund@parlee.com' <hfrydendlund@parlee.com>; 'pryzuk@millerthomson.com' <pryzuk@millerthomson.com>;
 'dreason@harrisonpensa.com' <dreason@harrisonpensa.com>; 'rfarmer@bmlp.ca' <rfarmer@bmlp.ca>;
 'JPawlyk@bmlp.ca' <JPawlyk@bmlp.ca>; 'tmckay@hklaw.ca' <tmckay@hklaw.ca>; 'crussell@mross.com'
 <crussell@mross.com>; 'gplester@brownleelaw.com' <gplester@brownleelaw.com>; 'rkos@brownleelaw.com'
 <rkos@brownleelaw.com>; Rodger Gibbs <rodger@hajdukllp.com>; Misty McTaggart <misty@hajdukllp.com>;
 'cvshier@morrowtchir.ca' <cvshier@morrowtchir.ca>; 'msimons@mccuaig.com' <msimons@mccuaig.com>;
 'cdgreschner@bryanco.com' <cdgreschner@bryanco.com>; 'pstocco@brownleelaw.com'
 <pstocco@brownleelaw.com>; 'dpeskett@smpllp.ca'; 'petersond@bennettjones.com' <petersond@bennettjones.com>;
 'pgreep@rmrf.com' <pgreep@rmrf.com>; 'james.reid@blakes.com' <james.reid@blakes.com>;
 'absecparties@avssystems.ca' <absecparties@avssystems.ca>; 'mkuehne@stahlpeterbilt.com'
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 'manoj.gupta@wcb.ab.ca' <manoj.gupta@wcb.ab.ca>; 'ABurden@fieldlaw.com' <ABurden@fieldlaw.com>;
 'melissa.burkett@gov.ab.ca' <melissa.burkett@gov.ab.ca>
 Cc: Cumming, Tom <Tom.Cumming@gowlingwlg.com>; Gray, Alison <Alison.Gray@gowlingwlg.com>; Elms, Alyssa
 <Alyssa.Elms@gowlingwlg.com>; Doran, Katie <KDORAN@mccarthy.ca>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

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Good Morning,

I confirm that I am legal counsel for Jerry Shankowski and 945441 Alberta Ltd. I further confirm that I require to question both Mr. Jason Panter on his affidavit sworn October 9, 2020 and Mr. Blake Elyea on his affidavit sworn October 16, 2020. I am available to conduct the questionings on either October 20th or 21st. I have attached my previous email request dated October 17, 2020.

Please be advised that unless I am given opportunity to question the above deponents as requested, I will be seeking an adjournment of the application returnable for October 22, 2020. I note that first time notice was given that you would be relying on the above affidavits was in your email dated October 16, 2020 of 11:41 pm.

I look forward to your early response.

Thank you.

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk

Barrister & Solicitor

Ph. 780-428-4258, ext. 238

Fax. 780-425-9439

TF: 800-749-9989, ext. 238



Edmonton - #202 Platinum Place, 10120 - 118 Street NW, Edmonton, Alberta, T5K 1Y4 Phone: (780) 428-4258 or (800) 749-9989 (Toll-Free in Alberta) Fax: (780) 425-9439

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From: "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>

Date: Sunday, October 18, 2020 at 12:22 PM

To: "Collins, Sean F." <scollins@MCCARTHY.CA>, "Kyriakakis, Pantelis" <pkiriakakis@mccarthy.ca>, "deryck.helkaa@fticonsulting.com" <deryck.helkaa@fticonsulting.com>, "tom.powell@fticonsulting.com" <tom.powell@fticonsulting.com>, "Clark, Mike" <mike.clark@fticonsulting.com>, "brandi.swift@fticonsulting.com" <brandi.swift@fticonsulting.com>, "kmahar@millerthomson.com" <kmahar@millerthomson.com>, "tom.gusa@dentons.com" <tom.gusa@dentons.com>, "derek.pontin@dentons.com" <derek.pontin@dentons.com>, "rzahara@mltaikins.com" <rzahara@mltaikins.com>, "jill.medhurst@justice.gc.ca" <jill.medhurst@justice.gc.ca>, "tristen.cones@justice.gc.ca" <tristen.cones@justice.gc.ca>, "smatheson@fieldlaw.com" <smatheson@fieldlaw.com>, "dnowak@mltaikins.com" <dnowak@mltaikins.com>, "eforys@mltaikins.com" <eforys@mltaikins.com>, "terence@kmlawyers.net" <terence@kmlawyers.net>, "jkent@rmrf.com" <jkent@rmrf.com>, "rkrushelnitzky@fieldlaw.com" <rkrushelnitzky@fieldlaw.com>, "lmiller@fieldlaw.com" <lmiller@fieldlaw.com>, "Harvey@chaitons.com" <Harvey@chaitons.com>, "jhockin@parlee.com" <jhockin@parlee.com>, "hfrydenlund@parlee.com" <hfrydenlund@parlee.com>, "pryzuk@millerthomson.com" <pryzuk@millerthomson.com>, "dreason@harrisonpensa.com" <dreason@harrisonpensa.com>, "rfarmer@bmlp.ca" <rfarmer@bmlp.ca>, "JPawlyk@bmlp.ca" <JPawlyk@bmlp.ca>, "tmckay@hklaw.ca" <tmckay@hklaw.ca>, "crussell@mross.com" <crussell@mross.com>, "gplester@brownleelaw.com" <gplester@brownleelaw.com>, "rkos@brownleelaw.com" <rkos@brownleelaw.com>, Richard Hajduk <richard@hajdukllp.com>, Rodger Gibbs <rodger@hajdukllp.com>, Misty McTaggart <misty@hajdukllp.com>, "cvshier@morrowtchir.ca" <cvshier@morrowtchir.ca>, "msimons@mccuaig.com" <msimons@mccuaig.com>, "cdgreschner@bryanco.com" <cdgreschner@bryanco.com>, "pstocco@brownleelaw.com" <pstocco@brownleelaw.com>, "dpeskett@smpllp.ca" <dpeskett@smpllp.ca>, "petersond@bennettjones.com" <petersond@bennettjones.com>, "pgreep@rmrf.com" <pgreep@rmrf.com>, "james.reid@blakes.com" <james.reid@blakes.com>, "absecparties@avssystems.ca" <absecparties@avssystems.ca>, "mkuehne@stahlpeterbilt.com" <mkuehne@stahlpeterbilt.com>, "nobrien@edmkw.com" <nobrien@edmkw.com>, "Byron.levkulich@rlholdings.com" <Byron.levkulich@rlholdings.com>, "Tasha.Cherniwchan@cat.com" <Tasha.Cherniwchan@cat.com>, 'Sherry Pottie' <Sherry.Pottie@cat.com>, "cameron.ferris@bmo.com" <cameron.ferris@bmo.com>, "riacovoizzi@komatsuna.com" <riacovoizzi@komatsuna.com>, "Brett.R.Ledingham@wellsfargo.com"

<Brett.R.Ledingham@wellsfargo.com>, "en.ming.huang@vfsc.com" <en.ming.huang@vfsc.com>, "LFairbrother@strongco.com" <LFairbrother@strongco.com>, "gkenny@smsequip.com" <gkenny@smsequip.com>, "Benjamin.L.Cook@efleets.com" <Benjamin.L.Cook@efleets.com>, "mattsilvertrucking@gmail.com" <mattsilvertrucking@gmail.com>, "jim.scott@scottlaw.ca" <jim.scott@scottlaw.ca>, "skitz@county.stpaul.ab.ca" <skitz@county.stpaul.ab.ca>, "manoj.gupta@wcb.ab.ca" <manoj.gupta@wcb.ab.ca>, "ABurden@fieldlaw.com" <ABurden@fieldlaw.com>, "melissa.burkett@gov.ab.ca" <melissa.burkett@gov.ab.ca>
Cc: "Cumming, Tom" <Tom.Cumming@gowlingwlg.com>, "Gray, Alison" <Alison.Gray@gowlingwlg.com>, "Elms, Alyssa" <Alyssa.Elms@gowlingwlg.com>, "Doran, Katie" <KDORAN@mccarthy.ca>
Subject: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Good morning:

Further to my note below, please find attached Mr. Elyea's sworn Affidavit. We will provide proof of filing in due course.

Kind regards,
 Caireen

Caireen E. Hanert

Partner

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M +1 403 804 5620

caireen.hanert@gowlingwlg.com



From: Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>

Sent: October 16, 2020 11:40 PM

To: 'Collins, Sean F.' <scollins@MCCARTHY.CA>; 'Kyriakakis, Pantelis' <pkariakakis@mccarthy.ca>; 'deryck.helkaa@fticonsulting.com' <deryck.helkaa@fticonsulting.com>; 'tom.powell@fticonsulting.com' <tom.powell@fticonsulting.com>; 'Clark, Mike' <mike.clark@fticonsulting.com>; 'brandi.swift@fticonsulting.com' <brandi.swift@fticonsulting.com>; 'kmahar@millertomson.com' <kmahar@millertomson.com>; 'tom.gusa@dentons.com' <tom.gusa@dentons.com>; 'derek.pontin@dentons.com' <derek.pontin@dentons.com>; 'rzahara@mltaikins.com' <rzahara@mltaikins.com>; 'jill.medhurst@justice.gc.ca' <jill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca' <tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com' <smatheson@fieldlaw.com>; 'dnowak@mltaikins.com' <dnowak@mltaikins.com>; 'eforys@mltaikins.com' <eforys@mltaikins.com>; 'terence@kmlawyers.net' <terence@kmlawyers.net>; 'jkent@rmrf.com' <jkent@rmrf.com>; 'rkrushelnitzky@fieldlaw.com' <rkrushelnitzky@fieldlaw.com>; 'lmiller@fieldlaw.com' <lmiller@fieldlaw.com>; 'Harvey@chaitons.com' <Harvey@chaitons.com>; 'jhockin@parlee.com' <jhockin@parlee.com>; 'hfrydenlund@parlee.com' <hfrydenlund@parlee.com>; 'pryzuk@millertomson.com' <pryzuk@millertomson.com>; 'dreason@harrisonpensa.com' <dreason@harrisonpensa.com>; 'rfarmer@bmlp.ca' <rfarmer@bmlp.ca>; 'JPawlyk@bmlp.ca' <JPawlyk@bmlp.ca>; 'tmckay@hklaw.ca' <tmckay@hklaw.ca>; 'crussell@mross.com' <crussell@mross.com>; 'gplester@brownleelaw.com' <gplester@brownleelaw.com>; 'rkos@brownleelaw.com' <rkos@brownleelaw.com>; 'r.hajduk@hajdukandgibbs.com' <r.hajduk@hajdukandgibbs.com>; 'r.gibbs@hajdukandgibbs.com' <r.gibbs@hajdukandgibbs.com>; 'm.mctaggart@hajdukandgibbs.com' <m.mctaggart@hajdukandgibbs.com>; 'cvshier@morrowtchir.ca' <cvshier@morrowtchir.ca>; 'msimons@mccuaig.com' <msimons@mccuaig.com>; 'cdgreschner@bryanco.com' <cdgreschner@bryanco.com>; 'pstocco@brownleelaw.com'

<pstocco@brownleelaw.com>; dpeskett@smpllp.ca; 'petersond@bennettjones.com' <petersond@bennettjones.com>; 'pgreep@rmrf.com' <pgreep@rmrf.com>; 'james.reid@blakes.com' <james.reid@blakes.com>; 'absecparties@avssystems.ca' <absecparties@avssystems.ca>; 'mkuehne@stahlpeterbilt.com' <mkuehne@stahlpeterbilt.com>; 'nobrien@edmkw.com' <nobrien@edmkw.com>; 'Byron.levkulich@rlholdings.com' <Byron.levkulich@rlholdings.com>; 'Tasha.Cherniwchan@cat.com' <Tasha.Cherniwchan@cat.com>; 'Sherry Pottie' <Sherry.Pottie@cat.com>; 'cameron.ferris@bmo.com' <cameron.ferris@bmo.com>; 'riacovoizzi@komatsuna.com' <riacovoizzi@komatsuna.com>; 'Brett.R.Ledingham@wellsfargo.com' <Brett.R.Ledingham@wellsfargo.com>; 'en.ming.huang@vfsc.com' <en.ming.huang@vfsc.com>; 'LFairbrother@strongco.com' <LFairbrother@strongco.com>; 'gkenny@smsequip.com' <gkenny@smsequip.com>; 'Benjamin.L.Cook@efleets.com' <Benjamin.L.Cook@efleets.com>; 'mattsilvertrucking@gmail.com' <mattsilvertrucking@gmail.com>; 'jim.scott@scottlaw.ca' <jim.scott@scottlaw.ca>; 'skitz@county.stpaul.ab.ca' <skitz@county.stpaul.ab.ca>; 'manoj.gupta@wcb.ab.ca' <manoj.gupta@wcb.ab.ca>; 'ABurden@fieldlaw.com' <ABurden@fieldlaw.com>; 'melissa.burkett@gov.ab.ca' <melissa.burkett@gov.ab.ca>

Cc: Cumming, Tom <Tom.Cumming@gowlingwlg.com>; Gray, Alison <Alison.Gray@gowlingwlg.com>; Elms, Alyssa <Alyssa.Elms@gowlingwlg.com>

Subject: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

All:

In advance of the upcoming application before Justice K.M. Eidsvik on October 22, 2020 at 10:00 am, please find enclosed for service upon you the following documents:

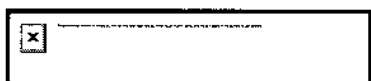
1. Affidavit of Blake Elyea, to be sworn; and
2. Brief of JMB Crushing Systems Inc.

We are in the process of having the Affidavit sworn by our client and will provide the sworn copy as soon as possible.

We will provide you with our proof of filing in due course.

Kind regards,
Caireen

Caireen E. Hanert
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THIS IS EXHIBIT "I" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



October 23, 2020

Hajduk LLP
 #202 Platinum Place
 10120 - 118 Street NW
 Edmonton, Alberta T5K 1Y4

Thomas Cumming
 Direct +1 403 298 1938
 tom.cumming@gowlingwlg.com

Attention: Mr. Richard Hajduk

Dear Mr. Hajduk:

**Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. under the Companies' Creditors Arrangement Act (the "CCAA")
 Court File No. 2001-05482**

We have reviewed your six emails sent on October 20, 2020. We do not agree that either JMB Crushing Systems Inc. ("**JMB**") or FTI Consulting Canada Inc., in its capacity as monitor of JMB and 2161889 Alberta Ltd. (in such capacity, the "**Monitor**"), has in any way acted improperly towards your client Jerry Shankowski ("**JS**"). Further, we have serious concerns with respect to your suggestion that it would be appropriate to appeal the Sale Approval and Vesting Order and Reverse Vesting Order on the basis that the former includes the aggregate royalty agreement dated October 29, 2018 (the "**Royalty Agreement**") between JMB and JS, and the latter somehow prejudices any trust obligations of JMB in accordance therewith.

Your suggestion that the Reverse Vesting Order prejudices your client in any way is incorrect. To the extent your client has any rights or claims against JMB, they are expressly transferred to and are preserved as against 216. This was acknowledged and confirmed at the October 16, 2020 application.

You state that the nature of the work supplied or materials furnished was not disclosed until the Affidavits of Jason Planter sworn October 9, 2020 and Blake Elyea sworn October 16, 2020 were served on you. This is not accurate.

- (a) In paragraph 33 of the Affidavit of Jeff Buck sworn April 16, 2020, the MD of Bonnyville Supply Agreement was identified as a material contract, and the purpose of the contract was for the production, hauling and stockpiling of crushed aggregate materials for use in road construction.
- (b) Paragraph 3(c) of the Order – Lien Claims – MD of Bonnyville of the Honourable Madam Justice K.M. Eidsvik pronounced on May 20, 2020 (the "**Bonnyville Order**"), which governed the process under which lien claims were to be determined, identified the supply agreement dated November 1, 2013 (the "**Supply Agreement**") between the Municipal District of Bonnyville No. 87 ("**MDB**") and JMB, and clearly tied "Work" or "Product" as defined in the Supply Agreement to the definition of a "Lien" for the purposes of the Bonnyville Order. It was therefore clearly a relevant document to the lien claim process contemplated thereby. This is why other parties required a copy of the Supply Agreement, and were promptly provided it by the Monitor.

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- (c) The onus is on JS to establish that he has a lien, which requires him to obtain such information as is necessary in order to provide evidence of and establish the lien claim.
- (d) A copy of the Supply Agreement was attached to the Affidavit of Jason Planter sworn October 9, 2020 that was served on you and all other counsel listed on the Service List on October 9, 2020. That Affidavit was directly relevant to the application on October 16, 2020 to remove the lien registered by R BEE Aggregate Consulting Ltd. ("R BEE") against JS's lands, and therefore would have to have been reviewed by you in order to prepare for that application.
- (e) Following the issuance of the Bonnyville Order, the Supply Agreement was promptly made available to any party that requested it. It is not the responsibility of JMB or the Monitor to provide information to parties who do not request it.
- (f) The lien claim of JS against the aggregate storage premises of MDB is in our view and the view of the Monitor invalid for many reasons, including the following:
 - (i) the storage premises was not "improved" by the stockpiling of aggregate thereon, and JS has neither supplied materials or performed work to improve such premises; and
 - (ii) as the holder of a *profit à prendre* in JS's lands pursuant to the Royalty Agreement, upon extracting aggregate from such lands, the aggregate is the property of JMB, and therefore it is JMB that delivered materials to MDB's storage premises. Hence, even if such delivery was somehow an improvement to such premises, which it is not, JS was not the party that delivered the aggregate.
- (g) As far as we are aware, JS did not register a lien against any public highway to be improved by the aggregate. Instead, he registered his lien against the yard in which the aggregate is being stored. Section 7 of the *Builders' Lien Act* only precludes registering liens against public highways. Presumably, that is why you registered against MDB's storage yard. Section 7 is not relevant to the question of whether a lien can be registered against lands that are not improved by work or materials. The issue with the lien registered by JS against MDB's storage yard was that such yard was not improved, not that it was a public highway.

We also reject your assertion that JMB and the Monitor have not been acting in good faith. Indeed, JMB, with the support of the Monitor, applied for and obtained the Bonnyville Order in order to ensure that amounts payable by MDB to JMB under the Supply Agreement were paid and sufficient amounts were retained in trust from such funds to pay any lien claims advanced within the time limit required by the Bonnyville Order. The Bonnyville Order was expressly intended to protect the interests of potential claimants pending a determination of the validity of their claims. Further, each person claiming a lien was required to deliver to the Monitor a Lien Notice, the form of which is attached as Schedule "A" to the Bonnyville Order. Paragraph 4 of the Lien Notice requires the claimant to set out the full particulars of its builders' lien claim or subrogated claim, including all applicable contracts, 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 lien served by the claimant. The onus was on JS, in other words, to gather the evidence





necessary to support its claim. Notwithstanding this onus, however, we note that where other parties requested from the Monitor or JMB information they required to support their claims, either the Monitor or JMB promptly provided them with that information. We also note that in any proceeding under the *Builders' Lien Act*, parties claiming a lien would have the burden of establishing the validity of their claim and their lien.

We do not agree with your assertion that the claim of JS against JMB is protected by a trust under paragraph 26 of the Supply Agreement. JMB and its subcontractors are the only parties that provided aggregate. JS did not directly or indirectly haul or stockpile aggregate or do any other act required to be done to give effect to the Supply Agreement. The Royalty Agreement granted to JMB a *profit à prendre*, as noted above, with respect to the gravel extracted, and therefore as soon as the gravel was extracted, it was owned by JMB. Hence, JS could not have delivered aggregate because the aggregate that it owns remains in the ground.

In the letter agreement dated as of October 14, 2020 (the "**Letter Agreement**") between Mantle Materials Group, Ltd. ("**Mantle**") and JS, JS consented to the vesting in Mantle of the right, title and interest of JMB in and to the Royalty Agreement pursuant to the Approval and Vesting Order. Among other things, it was a condition of the Letter Agreement that the liens registered by R BEE Aggregate Consulting Ltd. and J.R. Paine & Associates Ltd. against JS's lands be discharged. Those liens were discharged in the application on October 16, 2020. You made arguments in support of that application, and advised the Court that JS had granted JMB a *profit à prendre*. If JS seeks to appeal the Approval and Vesting Order, JS will be in breach of his obligations under the Letter Agreement.

Finally, you requested by email dated October 20, 2020 a long list of information. The first three items have been confirmed by the Monitor's counsel. I note that much of the information that you have requested in paragraphs 4, 6, 7 and 8 ought to have been previously requested, as it would appear to be directly relevant to supporting the lien that is being claimed of your client. While it is entirely inappropriate two days before the scheduled hearing to request such information, we are reviewing the information request and will attempt to provide the information to you as soon as possible.

Any delay in the completion of the transactions contemplated by the Asset Purchase Agreement dated September 28, 2020 between JMB, 216 and Mantle will be extremely prejudicial to those parties and to other stakeholders in the estates of JMB and 216. Therefore, JMB, 216 and Mantle intend to close these transactions as soon as possible. If your client seeks leave to appeal the Approval and Vesting Order and Reverse Vesting Order, we are instructed to oppose such application and seek costs against your client. Further, absent an interim order staying the Approval and Vesting Order and Reverse Vesting Order, JMB, 216 and Mantle intend to proceed with the completion of those transactions.

Yours truly,

Gowling WLG (Canada) LLP

A handwritten signature in black ink, appearing to read "Thomas Cumming", written over the printed name.

Thomas Cumming

TSC:km

THIS IS EXHIBIT "J" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

THIS IS EXHIBIT "K" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

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. *DB. JF*
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. *DB. JF*
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. *DB. JF*

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 V MEASUREMENT OF AGGREGATES

Aggregates will normally be measured by weight for the purpose of Royalty Payment unless, in JMB's opinion, to do so would be impractical, in which case measurements shall be by volumes determined by cross-section or truck-box methods. Where necessary, conversions from volume to weight, and vice versa, shall be made using a factor of 1.632 tonnes per cubic meter for gravel and a factor of 1.365 tonnes per

cubic meter for sand, or a factor of 1.24 tonnes per cubic yard for gravel and a factor of 0.836 tonnes per cubic yard of sand.

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

1. Unaccepted materials stripped from the Lands or rejected during processing.
2. Materials such as silt, sand, gravel, oil, lime cement or other additives brought to the Lands by JMB.
3. The right of access to and from the Lands.
4. Any other damage or injuries that may be done to the Lands or improvements, if any, during the term of this agreement.

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

1. JMB undertakes to make any necessary application for Development and Reclamation approval to Alberta Environment and local authorities insofar as JMB operations.
2. JMB shall carry out reclamation of the Lands as may be directed by the Minister of the Environment or his agents under such Acts and Regulations as may from time to time be in effect. Such reclamation shall be limited to that occasioned by land disturbances resulting from JMB's operations.

ARTICLE VIII ADDITIONAL CONDITIONS

(if none, write 'none').

- JMB is responsible for all county fees associated with gravel removal.
- JMB will remove a minimum of 100,000 tonnes per year upon approval of Code of Practice by Alberta Environment.
- JMB will utilize the existing large elimination pile located in the SW corner of the property to;
 - Incorporate as much as possible into Des 2 Class 20 or Des 4 Class 20
 - Incorporate as much as possible into Des 2 Class 40 and Des 4 Class 20
- JMB is committed to process 50,000 tonnes of the above noted elimination pile in 2019
- JMB agrees to a royalty increase of \$0.50/tonne for all products on October 29, 2020 and to a royalty review every two years thereafter.
- JMB will only sell asphalt or rock products from this pit with prior consent of the owner. Royalty base rate for asphalt and rock products would be \$5.00/tonne for 2019 and be subject to the same royalty increase in 2020 and review every two years thereafter.
- This royalty agreement replaces any previous JMB/Shankowski royalty agreements
- JMB has the first right to purchase the property should the owner choose to sell the property

ARTICLE IX REMAINING STOCKPILES

Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them.

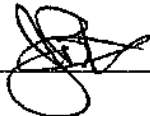
ARTICLE X TERM OF THIS AGREEMENT

The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours on the 29 of October, AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above.

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

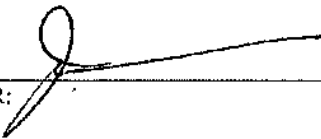
JMB CRUSHING SYSTEMS ULC

PER:



EXECUTED BY THE VENDORS:

PER:



PER

Clerk's Stamp

COURT FILE NO. 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 THE COMPROMISE OR
 ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and 2161889
 ALBERTA LTD.

DOCUMENT **AFFIDAVIT OF BLAKE M ELYEA**

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/Stephen Kroeger**
 Phone: 403.298.1938/403.298.1992/403.298.1018
 Fax: 403.263.9193
 File No.: A163514

AFFIDAVIT OF BLAKE M. ELYEA
sworn November 20, 2020

I, **BLAKE M. ELYEA**, of the City of Burnaby, in the Province of British Columbia, **MAKE OATH AND SAY THAT:**

1. I am the Chief Restructuring Advisor for JMB Crushing Systems Inc. ("**JMB**") and as such, I have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. I have been the Chief Restructuring Advisor of JMB since May 4, 2020. In that capacity, I have reviewed the business records of JMB relevant to the within proceedings and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
3. I am authorized to swear this Affidavit as a corporate representative of JMB.

4. I swear this Affidavit further to my Affidavits sworn August 6, 2020 and October 16, 2020 in these proceedings.
5. On or about November 1, 2013 the MD of Bonnyville No. 87 (the “**MD**”) and JMB entered into a contract for the supply of aggregate (the “**Supply Contract**”).
6. On April 14, 2020, RBee Aggregate Consulting Ltd. (“**RBee**”) advised the MD that it would be registering a lien to secure payment of amounts owed to RBee by JMB for crushing services. At that time, RBee had knowledge that the aggregate it was crushing was being hauled to the MD’s yard. The MD sent JMB the correspondence from RBee, and advised that Matt Silver Trucking Ltd. had also complained of non-payment. Attached hereto as **Exhibit “A”** is a copy of the correspondence.
7. On April 27, 2020, the MD advised JMB that it would require written confirmation from RBee that its issues had been resolved before the MD would pay the outstanding invoices.
8. On April 29, 2020, Shamrock Valley Enterprises Ltd. advised the MD that it had not been paid for trucking services. The MD again forwarded the correspondence to JMB and advised that the JMB invoices would not be processed until the issues raised by subcontractors had been resolved. Attached hereto as **Exhibit “B”** is a copy of the correspondence.
9. Upon being appointed the Chief Restructuring Adviser of JMB in May 2020, I reviewed the books and records of JMB. On my review, it quickly became apparent that without payment of the invoices issued to the MD by JMB, JMB would not be able to continue with the within proceedings to restructure for the benefit of its stakeholders. Accordingly, JMB worked with the MD and the Monitor to create a process by which any additional lien claims would be stayed, the MD would pay the monies to the Monitor, the MD would no longer have any liability in relation to those monies, the Monitor would hold sufficient funds to cover any lien claims related to the Supply Contract in trust, and the Monitor would pay the excess funds to JMB to permit it to continue its operations and support the within proceedings (the “**Lien Claims Process**”).
10. On May 20, 2020, Justice K.M. Eidsvik granted an Order (the “**Lien Claim Process Order**”) establishing this Lien Claims Process.
11. I am advised by counsel for JMB and do verily believe that:

- (a) On May 21, 2020, a letter was sent to Richard Hajduk (“**Hajduk**”), counsel for the Applicants Jerry Shankowski and 945441 Alberta Ltd. (collectively, “**Shankowski**”), advising him of the Lien Claim Process Order, a copy of which is attached hereto as **Exhibit “C”**;
- (b) Other potentially interested parties not on the service list were also advised of the Lien Claim Process Order;
- (c) The Claims Bar Date under the Lien Claim Process Order was June 1, 2020;
- (d) On May 29, 2020, Hajduk served a Lien Notice and Affidavit pursuant to the Lien Claims Process Order, a copy of which is attached hereto as **Exhibit “D”**;
- (e) No inquiries were made of counsel for JMB by any of the potentially interested parties requesting additional information or copies of any documents, including the Supply Contract before the Claims Bar Date. To the best of my knowledge, JMB also did not receive any requests for additional information or copies of any documents, including the Supply Contract, at any time;
- (f) On June 26, 2020, Hajduk served an unfiled Application and Affidavit (the “**Shankowski Lien Removal Application**”) seeking the removal of two liens that had been registered against title to lands owned by Shankowski (the “**Shankowski Lands Liens**”). JMB has a royalty agreement with Shankowski with respect to the extraction of aggregate from the subject lands (the “**Shankowski Royalty Agreement**”). The Shankowski Land Liens had been filed by the Applicants RBee and J.R. Paine and Associates Ltd. for amounts owed for work done by them for JMB relating to the Supply Contract. A copy of the Shankowski Lien Removal Application is attached hereto as **Exhibit “E”**;
- (g) On July 6, 2020, Jerritt Pawlyk (“**Pawlyk**”), counsel for RBee, set out RBee’s position with respect to the Shankowski Lien Removal Application, a copy of which is attached hereto as **Exhibit “F”**;
- (h) Sometime at the end of July 2020, Pawlyk requested and was provided with a copy of the Supply Contract;

- (i) On or about July 27, 2020, the Monitor issued Determination Notices to all Lien Claimants pursuant to the Lien Claims Process Order;
 - (j) On August 11, 2020, Hajduk served Shankowski's Application and Affidavit to appeal the Determination Notice issued by the Monitor to Shankowski;
 - (k) As part of the potential sale of JMB assets to Mantle Materials Group, Ltd. ("Mantle"), counsel for Mantle approached Hajduk to discuss obtaining Shankowski's support for the potential sale and to ensure that the Shankowski Royalty Agreement would be included in the potential sale; and
 - (l) During the course of the discussions between Mantle and Shankowski, it was clear that Shankowski would require Mantle or JMB to ensure that the Shankowski Lands Liens were removed from title.
12. Accordingly, on October 9, 2020, counsel for JMB served an Application seeking the discharge of the Shankowski Lands Liens (the "**Lien Removal Application**"), along with the Affidavit of Jason Panter sworn October 9, 2020 in support (the "**Panter Affidavit**"). The Panter Affidavit appended the Supply Contract as an exhibit. The Lien Removal Application was scheduled to be heard on October 16, 2020 at the same time as had been scheduled for the following Applications, all in relation to the sale of JMB assets to Mantle: (a) Application for Amended and Restated Approval and Vesting Order; (b) Application for a Reverse Vesting Order; (c) Application for an Assignment Order; (d) Application for a Plan Sanction Order; and (e) Application for a Stay Extension Order (collectively, the "**October 16th Applications**"). All application materials for the October 16th Applications were served on the service list by October 1, 2020.
13. Prior to October 16, 2020, when the Lien Removal Application was heard, RBee and Mantle reached an agreement, pursuant to which the RBee lien was removed from the Shankowski lands.
14. I am advised by counsel for Mantle and believe that during this time, Mantle and Shankowski continued to negotiate the terms of an agreement, pursuant to which Shankowski would consent to the vesting of the Shankowski Royalty Agreement pursuant to the Amended and Restated Vesting Order and Mantle or JMB would ensure that the Shankowski Lands Liens were discharged from title, among other things. The parties reached agreement on October 15, 2020. A copy of the executed agreement is attached hereto as **Exhibit "G"**.

15. The Lien Removal Application was heard and granted on October 16, 2020, and accordingly, the remaining Shankowski Lands Lien was discharged by Court order. I am advised by counsel for JMB and believe that Hajduk was present at the Shankowski Lien Removal Application on October 16, 2020, having brought an Application seeking similar relief on behalf of Shankowski on that same date, and made submissions to the Court in respect of same.
16. I am further advised by counsel for JMB and believe that:
- (a) The Applications appealing the Determination Notices were scheduled to be heard on October 22, 2020;
 - (b) On October 17, 2020, Hajduk advised that he wished to cross-examine on the Panter Affidavit, which examination was scheduled for October 20, 2020;
 - (c) On the morning of October 20, 2020, a few hours before the cross-examination was scheduled to start, Hajduk advised that he would be seeking an adjournment of his client's Application, as he wished to amend it to seek additional relief, including a declaration that the Holdback Amount constitutes trust funds and an order to have those trust funds further supplemented and contributed to as necessary to fully constitute a trust he alleged is contemplated by the Supply Contract in favour of Shankowski and other subcontractors. A copy of the email message is attached hereto as **Exhibit "H"**; and
 - (d) On October 23, 2020, counsel for JMB sent a letter to Hadjuk responding to his email of October 20, 2020, a copy of which is attached hereto as **Exhibit "I"**.
17. I am advised by my review of the JMB books and records and believe that the vendors and amounts set out in **Exhibit "J"** attached hereto reflect all of the amounts outstanding in relation to the Supply Contract for the 2019 and 2020 contract years.
18. To the best of my knowledge, the only amounts payable in connection with the supply of aggregate to the MD yard was under the Havener Royalty Agreement for the 2018 contract year which is approximately \$400,000.00.
19. It is JMB's accounting practice to attribute identifiable costs, including, indirect costs to various projects, like the Supply Contract. For the 2020 contract year, those indirect costs include costs for equipment repairs, fuel, and accommodation. For prior years, costs for items like portable

toilets and waste receptacles have been allocated. Any indirect costs as they have been allocated to the Supply Contract that were not paid as of April 30, 2020 have not been included in the above table.

20. With respect to the amounts owing under the Shankowski Royalty Agreement, a legible copy of which is attached hereto as **Exhibit "K"**, I am advised by JMB operations personnel and believe that:
- (a) Typically, aggregate classified as Des 1 (asphalt material) under the specifications set out by Alberta Transportation ("**AT Specifications**") can attract a higher royalty rate due to the greater amount of waste/elimination material generated during crushing/processing;
 - (b) Although the product required by the MD for the 2020 contract year was described as "modified Des 1 Class 12.5", the actual product produced to meet the specifications of the MD met the AT Specifications for Des 2 Class 16 product and could be classified as such;
 - (c) The MD described the specified product as "modified Des 1 Class 12.5" in its specifications, as it was different from the AT Specifications for Des 1 Class 12.5. The description of "modified Des 1 Class 12.5" was carried through to the JMB accounting system;
 - (d) The JMB accounting system does not have a "modified" class option for the purposes of categorizing the product supplied, and accordingly, "modified" was left off of the description of the product supplied to the MD;
 - (e) The product supplied to the MD based on its specifications is in fact a "modified base course material" and not an asphalt product;
 - (f) The product supplied to the MD in March and April 2020 and described as "Des 1 Class 12.5" on the statements of account sent to Shankowski in fact generated less waste than the Des 2 Class 16 product previously provided. There was an approximate 50% waste rate for the Des 2 Class 16 product, as compared to an approximate 40% waste rate for the modified Des 1 Class 12.5 product; and

(g) The difference in the waste rate is attributable to the smaller size of the modified Des 1 Class 12.5 product.

21. I have reviewed the Affidavit of Keith Hayduk (“Hayduk”) sworn November 17, 2020 in support of the Application of Quest Disposal & Recycling Inc. (“Quest”) for a declaration of trust and related relief and note the following:

(a) In paragraph 5, Hayduk refers to services provided by Quest for the “MD project” in the amount of \$22,941.14; however, Hayduk’s Affidavit includes all services provided at aggregate pits located within the Municipal District of Bonnyville, rather than only those services provided to JMB that were attributable to the Supply Contract for the 2019 contract year; and

(b) The balance of Quest’s claim of \$142,903.57 relates to pits located in various locations in Alberta and does not relate to the Supply Contract;

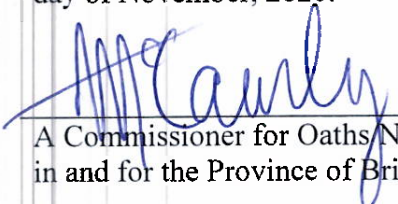
22. JMB did not haul aggregate supply under the Supply Contract to the MD Yard between August and November 2019. All aggregate excavated from the Shankowski pit during that period related to other projects.

23. The Supply Contract for the 2019 contract year was completed in December 2019.

24. I swear this Affidavit in response to applications seeking a declaration of trust and other relief.

25. I was not physically present before the commissioner taking this affidavit, but was linked with the commissioner utilizing video technology, and the process described in the notice from the court dated March 27, 2020 for remote commissioning of affidavits was utilized.

SWORN (OR AFFIRMED) BEFORE ME)
at Vancouver, British Columbia, this 20th)
day of November, 2020.)

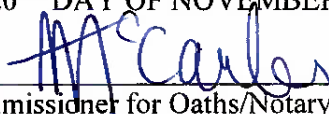


A Commissioner for Oaths/Notary Public)
in and for the Province of British Columbia)

BLAKE M. ELYEA



THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020



A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



From: [Abid Malik](#)
To: [Jeff Buck](#); [Jason Panter](#)
Cc: [Robin Bartlett](#); [John Hillier](#)
Subject: FW: Materials lien against JMB Crushing
Date: April 14, 2020 1:13:13 PM

Hello Gents,

Please see email below, can you explain what is going on?

I have also received a complaint from a trucking company (Matt Silver) for not being paid by JMB.

Thank you

Abid Malik | General Manager of Infrastructure Services
Municipal District of Bonnyville No. 87

E: amalik@md.bonnyville.ab.ca

P: 780-826-3951 Ext 9300

C: 780-573-4241

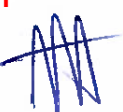
F: 780-826-5064

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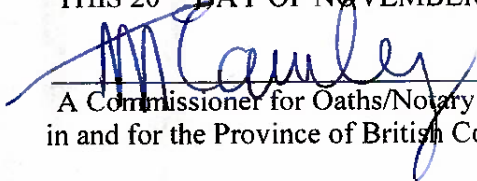
From: Bernie Reed <bernie@rbeecrushing.ca>
Sent: April 14, 2020 12:18 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>
Subject: Materials lien against JMB Crushing

We, R Bee Aggragate Consulting Ltd, are adviseing the MD of Bonneyville that we will be registering a materials lien against the the monies owed to JMB Crushing from the MD of Bonneyville as we are unable to get paid from JMB Crushing for the crushing we did at their Elk Point pit that is being hauled into the Bonneyville yard. Thank You in advance for your co-operation regarding this matter.

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THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



From: Jeff Ryks
Sent: April 29, 2020 4:45 PM
To: Powell, Tom <Tom.Powell@fticonsulting.com>; Clark, Mike <Mike.Clark@fticonsulting.com>
Subject: FW: Payment Dates

I suspect we'll receive funds faster than May 19th, but this is the official word from the MD.

Jeff

From: Tolulope Maraiyesa <tmaraivesa@md.bonnyville.ab.ca>
Sent: April 29, 2020 4:43 PM
To: Jeff Ryks <jeffryks@jmbcrush.com>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Terille Paul <tenillemolloy@jmbcrush.com>
Subject: RE: Payment Dates

Hello Jeff,
The M.D. usually requests that our vendors allow 10 business days for payment processing. We have made exceptions for JMB Crushing in the past. Our process has not changed.
At this time, the issues discussed are not resolved. On May 5th, when the issues are resolved, I can provide you with an exact payment date.

Tolulope

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services
Municipal District of Bonnyville No. 87
E: tmaraivesa@md.bonnyville.ab.ca
P: 780-826-3171 Ext 9210
C: 780-815-3917
F: 780-826-4524
Follow us on [Facebook](#) or [Twitter](#)

From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 4:08 PM
To: Tolulope Maraiyesa <tmaraivesa@md.bonnyville.ab.ca>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Terille Paul <tenillemolloy@jmbcrush.com>
Subject: RE: Payment Dates

Thank you Tolulope. As I understand, some of these invoices have already been approved; for example Invoice 10841 and Invoice 10845.

Can you help me understand why it takes 14 days after resolution for the approved invoices to be paid? Normally approved invoices are released for immediate payment. I just want to understand if the MD is following a different process.

Thank you.

Jeff

From: Tolulope Maraiyesa <tmaraivesa@md.bonnyville.ab.ca>
Sent: April 29, 2020 3:36 PM
To: Jeff Ryks <jeffryks@jmbcrush.com>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Terille Paul <tenillemolloy@jmbcrush.com>
Subject: RE: Payment Dates

Hello Jeff,
If all issues are cleared by May 5th, then you can expect to receive payments by May 19th.

Tolulope

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services
Municipal District of Bonnyville No. 87
E: tmariyesa@md.bonnyville.ab.ca
P: 780-826-3171 Ext 9210
C: 780-815-3917
F: 780-826-4524
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From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 3:24 PM
To: Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>; Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillemolloy@jmbcrush.com>
Subject: RE: Payment Dates

Tolulope, can you be more specific? I'm unclear what you mean by "processing" of invoices. Are you able to provide expected payments dates for the following invoices provided all issues are cleared up by May 5th.



Thank you,

Jeff

From: Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>
Sent: April 29, 2020 3:20 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Ryks <jeffryks@jmbcrush.com>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillemolloy@jmbcrush.com>
Subject: RE: Payment Dates

Hello Jeff,
Please allow 10 working days for the processing of invoices from the day that all issues are cleared up.

Regards

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services
Municipal District of Bonnyville No. 87
E: tmariyesa@md.bonnyville.ab.ca
P: 780-826-3171 Ext 9210
C: 780-815-3917
F: 780-826-4524
Follow us on [Facebook](#) or [Twitter](#)

From: Abid Malik <amalik@md.bonnyville.ab.ca>
Sent: April 29, 2020 2:11 PM
To: Jeff Ryks <jeffryks@jmbcrush.com>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillemolloy@jmbcrush.com>; Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>
Subject: RE: Payment Dates

Our Finance department will let us know how many days it will take to process your invoices.
So, you are having issues with J R Paine also?

Abid Malik | General Manager of Infrastructure Services
Municipal District of Bonnyville No. 87
E: amalik@md.bonnyville.ab.ca
P: 780-826-3951 Ext 9300
C: 780-573-4241
F: 780-826-5064
Follow us on [Facebook](#) or [Twitter](#)

From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 1:59 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>
Cc: Tenille Paul <tenillemolloy@jmbcrush.com>; Tolulope Maraiyesa <tmariyesa@md.bonnyville.ab.ca>
Subject: RE: Payment Dates

Abid

I should add that the MD has not paid JMB for any trucking as of yet. We intend on clearing everything up prior to May 5th, however please confirm expected payments dates so we can manage cash flow appropriately. Another subcontractor would be J.R. Paine & Associates for gravel testing.

Thank you,

Jeff

From: Abid Malik <amalik@md.bonnyville.ab.ca>
Sent: April 29, 2020 1:55 PM
To: Jeff Buck <jeffb@jmbcrush.com>
Cc: Jeff Ryks <jeffryks@jmbcrush.com>; Tenille Paul <tenillemolloy@jmbcrush.com>; Tolulope Maraiyasa <tmariyasa@md.bonnyville.ab.ca>
Subject: RE: Payment Dates

So, will there be a resolution soon with all the parties?

Abid Malik | General Manager of Infrastructure Services
Municipal District of Bonnyville No. 87
E: amalik@md.bonnyville.ab.ca
P: 780-826-3951 Ext 9300
C: 780-573-4241
F: 780-826-5064
 Follow us on [Facebook](#) or [Twitter](#)

From: Jeff Buck <jeffb@jmbcrush.com>
Sent: April 29, 2020 1:52 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>
Cc: Jeff Ryks <jeffryks@jmbcrush.com>; Tenille Paul <tenillemolloy@jmbcrush.com>
Subject: Re: Payment Dates

The only people who have worked on this project have been RBee for crushing and three sub truckers. Marteshev, Shamrock and Silver. For the record trucking is barely 30 days old if that.

Jeff Buck, 780-573-9611
 President
 JMB Crushing Systems Inc

On Apr 29, 2020, at 1:46 PM, Abid Malik <amalik@md.bonnyville.ab.ca> wrote:

Hi Jeff,

Do you know how much you were paid already.

Here is another letter we received about not being paid. This is regarding Shamrock Valley. How many others are there besides RBee, Shamrock and couple of truckers that we don't know of?

Abid Malik | General Manager of Infrastructure Services
Municipal District of Bonnyville No. 87
E: amalik@md.bonnyville.ab.ca
P: 780-826-3951 Ext 9300
C: 780-573-4241
F: 780-826-5064
 Follow us on [Facebook](#) or [Twitter](#)

From: Jeff Ryks <jeffryks@jmbcrush.com>
Sent: April 29, 2020 1:27 PM
To: Abid Malik <amalik@md.bonnyville.ab.ca>
Cc: Tenille Paul <tenillemolloy@jmbcrush.com>; Debbie Michaud <dmichaud@md.bonnyville.ab.ca>
Subject: Payment Dates

Good afternoon Abid,

Assuming all lien's are deregistered by May 5th, can you please confirm expected payments dates on the following invoices:

<Image002.jpg>

Thank you,

<image003.png>

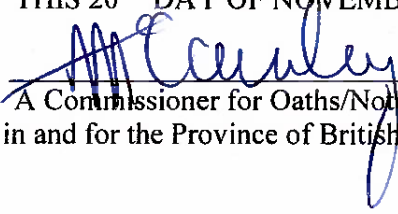
Jeff Ryks, CPA, CMA | CFO
JMB Crushing Systems Inc.
Tel: 587-341-5535
Email: jeffryks@jmbcrush.com | Website: www.jmbcrush.com
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THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772





May 21, 2020

Via E-Mail

Alex Matthews
Associate
Direct +1 403 298 1018
alex.matthews@gowlingwlg.com
File no. A163514

945441 Alberta Ltd.
c/o Hadjuk Gibbs LLP
Suite 202, 10120 118 Street Northwest
Edmonton, Alberta T5K 1Y4

Attention: **Richard B. Hajduk**

Dear Mr. Hajduk:

**Re: In the Matter of the Companies' Creditors 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.
Court File No. 2001-05482**

We are counsel to JMB Crushing Systems Inc. and 2161889 Alberta Ltd. (collectively, "JMB") with respect to the above-noted matter.

On May 20, 2020, Justice Eidsvik of the Court of Queen's Bench of Alberta granted JMB an order (the "Order") establishing a lien claims process for subcontractors with lien claims for unpaid services or work performed on behalf of JMB pursuant to its contract with the Municipal District of Bonnyville No. 87 (the "Contract"). Enclosed for service upon you is a copy of the Order.

Please note that the Order includes specific and limited time periods in which to take steps to file a Lien Notice (as defined in the Order) with the Monitor to preserve and perfect a lien claim in relation to the Contract.

Sincerely,

Gowling WLG (Canada) LLP

Alex Matthews

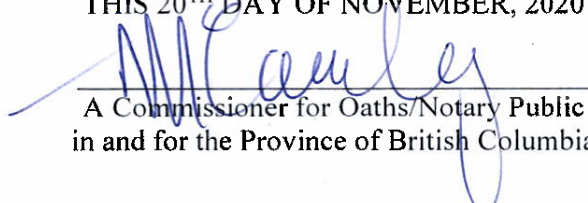
AM:am
Encl.

Gowling WLG (Canada) LLP
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gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



Lien Notice

Claimant: JERRY SHANKOWSKI and 945441 ALBERTA LTD.

Address for Notices: HAJDUK GIBBS LLP, Barristers & Solicitors, #202, 10120 – 118 Street NW, Edmonton, AB, T5K 1Y4, Attention: Richard B. Hajduk

Telephone: 780-428-4258

Fax: 780-425-9439

Email: r.hajduk@hgllp.ca with cc to m.mctaggart@hgllp.ca

I, JERRY SHANKOWSKI, residing in the City of Edmonton, in the Province of Alberta, do hereby certify that:

1. I am one of the Claimants personally and I am also the President of 945441 ALBERTA LTD., the other Claimant.

AND I am the President of the Claimant, 945441 ALBERTA LTD.

2. I have knowledge of all the circumstances connected with the claim referred to in this Lien Notice form.

3. The Claimants have a valid

(a) Builders' Lien Claim in the amount of \$424,674.05 arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.

(b) Subrogated Claim in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.



- 4. Attached hereto as Schedule "A" is an Affidavit setting out the full particulars of the Claimant's builders' lien claim or subrogated claim, including all applicable contracts, subcontracts, 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 Edmonton, Alberta, this 29th day of May, 2020.

Richard Hajduk

Jerry Shankowski

Witness

Name: *Richard Hajduk*
Barrister & Solicitor
 ALBERTA.

Name: JERRY SHANKOWSKI

Must be signed and witnessed

RICHARD B. HAJDUK
Barrister & Solicitor

[Handwritten signature]

**SCHEDULE "A" TO THE LIEN NOTICE OF
JERRY SHANKOWSKI AND 945411
ALBERTA LTD.**

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

Clerk's Stamp

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

AFFIDAVIT OF JERRY SHANKOWSKI SWORN MAY 29th, 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 of 945441 ALBERTA LTD. ("945441"), another claimant against JMB, 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"** 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 owned or controlled by JMB and through which JMB does or previously did business. I am advised by my lawyer, RICHARD B. HAJDUK ("Hajduk") 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

- 2 -

and entitled to the assets of the ULC in an 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 my corporation, 945441.

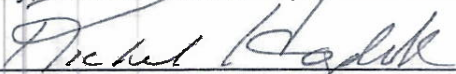
3. Attached hereto and marked as **Exhibit "B"** is a true copy of a statement for the month of March, 2020, provided to me by JMB regarding the outstanding amount owing to 945441 for aggregates removed from the Shankowski Pit in the month of March.
4. Attached hereto and marked as **Exhibit "C"** is a true copy of a statement for the month of March, 2020, provided to me by JMB detailing the amounts and types of aggregates removed from the Shankowski Pit by JMB in the month of March, and showing the end customer or destination for each load or amount of aggregates removed.
5. Attached hereto and marked as **Exhibit "D"** is a true copy of a statement for the month of April, 2020, provided to me by JMB regarding the outstanding amount owing to 945441 for aggregates removed from the Shankowski Pit in the month of March.
6. Attached hereto and marked as **Exhibit "E"** is a true copy of a statement for the month of April, 2020, provided to me by JMB detailing the amounts and types of aggregates removed from the Shankowski Pit by JMB in the month of March, and showing the end customer or destination for each load or amount of aggregates removed.
7. Out of the aggregates that were removed from the Shankowski Pit in March, 2020, all of them went to the project of the Municipal District of Bonnyville No. 87 ("MD of Bonnyville"), in the sum of 36,679.45 tonne, at \$4.00 / tonne pursuant to the Aggregates Royalty Agreement, for the price of \$146,717.80, plus GST of \$7,335.89.
8. Out of the aggregates that were removed from the Shankowski Pit in April, 2020, certain of them went to the project of the MD of Bonnyville, as shown in the attached Statement marked as **Exhibit "E"**, being 48,997.62 tonne of Des 1 Class 12.5 (gravel) at \$4.00 / tonne pursuant to the Aggregates Royalty Agreement, for the price of \$195,990.48, and 15,435.80 tonne of Des 2 Class 16 (gravel) at \$4.00 / tonne pursuant to the Aggregates Royalty Agreement, for the price of \$61,743.20, plus GST on those amounts of \$12,886.68.
9. Therefore, the total owing for aggregates removed by JMB and dedicated to the project of the MD of Bonnyville is \$424,674.05, including GST.
10. I and 945441 claim a builders' lien for that sum in the Lands of the MD of Bonnyville or the money paid by the MD of Bonnyville standing in place of the Lands, pursuant

- 2 -



to the Consent Order granted by the Honourable Madam Justice K.M. Eidsvik in this Action No. 2001-05482 on May 20, 2020, a true copy of which is attached hereto and marked **Exhibit "F"**, on the basis that JMB is a "contractor" for the MD of Bonnyville in relation to the Lands of the MD of Bonnyville, and that the MD of Bonnyville is an "owner" of the Lands within the meaning of the *Builders' Lien Act (Alberta)* ("*BLA*"), and that I and 945441 are entitled to a lien in the Lands or the monies standing in place of the Lands pursuant to section 6(1)(b) of the *BLA* as having supplied materials to be used in or in respect of an improvement to the Lands for a contractor.

11. I was not physically present before the Commissioner for Oaths, but was connected to him by video technology and followed the process for remote commissioning.

SWORN BEFORE ME on the 29th day of)
May, 2020 at Edmonton, in the Province of Alberta.)
)
A Commissioner for Oaths in and for Alberta)



JERRY SHANKOWSKI

RICHARD B. HAJDUK
Barriester & Solicitor

05.16-2488

05.16-2488

A handwritten signature in blue ink, consisting of several overlapping, stylized loops and lines, located in the bottom right corner of the page.

This is Exhibit "A"
Referred to in the Affidavit of
Jerry Shanbowski
Sworn before me this
29th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor



AGGREGATES ROYALTY AGREEMENT

This **EXCLUSIVE AGREEMENT** is made as of the 29 day of
October, AD 2018

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

And

Jerry Shankowski (945441 Alberta Ltd.)
(full names and/or complete company name)

7727 81 Avenue Edmonton, AB T6C 0V4
(full postal address)

(hereinafter referred to as "the Vendor")

WHEREAS the Vendor is the Registered Owner of
(registered owner, purchaser, lessee or otherwise)

SW 21-56-7-W4

(legal land description)

(hereinafter referred to as "the Lands") shown outlined on the plan contained herein and said to contain
Hectares (160 Acres) more or less,

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual terms and conditions hereinafter contained, JMB and the Vendor agree as follows:

ARTICLE I DEFINITIONS

In this Agreement:

1. "Aggregates" means, with respect to naturally occurring unprocessed material considered in bulk as mixtures of particles of different sizes, those materials commonly referred to as boulders, cobbles, gravel, sand and silt and all other granular materials of little or no plasticity such as are commonly used in the surfacing of roads and the construction of drainage works.
2. "Gravel" means that the type of Aggregate such that, on average, half or less by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.
3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.

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 V MEASUREMENT OF AGGREGATES

Aggregates will normally be measured by weight for the purpose of Royalty Payment unless, in JMB's opinion, to do so would be impractical, in which case measurements shall be by volumes determined by cross-section or truck-box methods. Where necessary, conversions from volume to weight, and vice versa, shall be made using a factor of 1.632 tonnes per cubic meter for gravel and a factor of 1.365 tonnes per

cubic meter for sand, or a factor of 1.24 tonnes per cubic yard for gravel and a factor of 0.836 tonnes per cubic yard of sand.

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

- 1 Unaccepted materials stripped from the Lands or rejected during processing.
2. Materials such as silt, sand, gravel, oil, lime cement or other additives brought to the Lands by JMB.
3. The right of access to and from the Lands.
4. Any other damage or injuries that may be done to the Lands or improvements, if any, during the term of this agreement.

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

1. JMB undertakes to make any necessary application for Development and Reclamation approval to Alberta Environment and local authorities insofar as JMB operations.
2. JMB shall carry out reclamation of the Lands as may be directed by the Minister of the Environment or his agents under such Acts and Regulations as may from time to time be in effect. Such reclamation shall be limited to that occasioned by land disturbances resulting from JMB's operations.

ARTICLE VIII ADDITIONAL CONDITIONS
(if none, write 'none').

- JMB is responsible for all county fees associated with gravel removal.
- JMB will remove a minimum of 100,000 tonnes per year upon approval of Code of Practice by Alberta Environment.
- JMB will utilize the existing large elimination pile located in the SW corner of the property to;
 - Incorporate as much as possible into Des 2 Class 20 or Des 4 Class 20
 - Incorporate as much as possible into Des 2 Class 40 and Des 4 Class 20
- JMB is committed to process 50,000 tonnes of the above noted elimination pile in 2019
- JMB agrees to a royalty increase of \$0.50/tonne for all products on October 29, 2020 and to a royalty review every two years thereafter.
- JMB will only sell asphalt or rock products from this pit with prior consent of the owner. Royalty base rate for asphalt and rock products would be \$5.00/tonne for 2019 and be subject to the same royalty increase in 2020 and review every two years thereafter.
- This royalty agreement replaces any previous JMB/Shankowski royalty agreements
- JMB has the first right to purchase the property should the owner choose to sell the property

ARTICLE IX REMAINING STOCKPILES

Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them.

ARTICLE X TERM OF THIS AGREEMENT

The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours on the 29 of October, AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above.

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

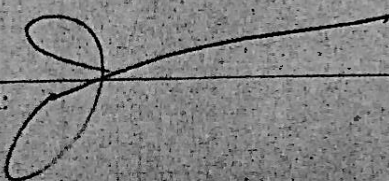
JMB CRUSHING SYSTEMS ULC

PER:



EXECUTED BY THE VENDORS:

PER:



PER:

05.16-2494

05.16-2494

AD

This is Exhibit " B "
Referred to in the Affidavit of
Jerry Shanbowski
Sworn before me this
29th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor



P.O. Box 6977, Bonnyville, AB T9N 2H4
www.jmbcrush.com



"THE GRAVEL EXPERTS"

945441 Alberta Ltd.
7727 - 81 Ave
Edmonton AB
T6C 0V4

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:

March 1-31 2020

Material:	Quantity:	Rate:	Value:
Des 2 Class 16	36,679.45	\$4.00	\$ 146,717.80
Subtotal:	36,679.45		\$ 146,717.80
5% GST			\$ 7,335.89

Payable to 945411 Alberta Ltd \$ 154,053.69

Bonnyville

JMB (780) 826-1774 • Quantum: (780) 826-3272
Fax: (780) 826-6280

05.16-2496

05.16-2497

05.16-2497



This is Exhibit "C"
Referred to in the Affidavit of
Jerry Shankowski
Sworn before me this
29th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor



JMB Crushing Systems ULC

05.16-2499

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 16						
2020/03/19	186324	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.33
2020/03/19	186756	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	245.86
2020/03/19	186772	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.97
2020/03/19	186822	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.76
2020/03/19	186825	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.68
2020/03/19	186904	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	111.08
2020/03/19	186918	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.01
2020/03/19	186924	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.61
2020/03/19	187470	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	79.83
2020/03/19	187610	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.67
2020/03/19	187649	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.32
2020/03/19	187821	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.07
2020/03/19	187894	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.95
2020/03/19	188130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.80
2020/03/19	188197	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.29
2020/03/19	188241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.92
2020/03/19	188242	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.58
2020/03/19	190302	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.39
2020/03/19	190645	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.89
2020/03/19	190712	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.86
2020/03/19	191005	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.42
2020/03/20	181838	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	237.98
2020/03/20	186267	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	185.50
2020/03/20	186325	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.01
2020/03/20	186368	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.32
2020/03/20	186375	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	76.72
2020/03/20	186773	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.10
2020/03/20	186823	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	189.49
2020/03/20	186826	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	138.88
2020/03/20	186905	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	160.86
2020/03/20	186919	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	109.42
2020/03/20	187549	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.50
2020/03/20	187781	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	210.09
2020/03/20	187822	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.00
2020/03/20	187841	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	153.23
2020/03/20	187865	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	157.04
2020/03/20	187866	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.23
2020/03/20	190268	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	185.63
2020/03/20	190305	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	182.81
2020/03/20	190357	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	183.68
2020/03/20	190573	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.14
2020/03/20	190615	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.25
2020/03/20	190711	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.77
2020/03/20	190915	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	188.41
2020/03/21	186269	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	107.44
2020/03/21	186369	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	226.30
2020/03/21	186757	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	81.56

05.16-2499

JMB Crushing Systems ULC

05.16-2500

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/21	186774	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.56
2020/03/21	186824	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.28
2020/03/21	186827	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.24
2020/03/21	186903	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.55
2020/03/21	186923	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.94
2020/03/21	187650	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.13
2020/03/21	187782	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.67
2020/03/21	187823	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	116.64
2020/03/21	187838	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	40.86
2020/03/21	187850	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	159.74
2020/03/21	187867	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.28
2020/03/21	187878	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	114.56
2020/03/21	190272	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	120.40
2020/03/21	190356	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.84
2020/03/21	190558	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.61
2020/03/21	190616	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.86
2020/03/21	190710	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	197.66
2020/03/21	190713	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.61
2020/03/21	190914	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.84
2020/03/22	179754	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	153.08
2020/03/22	186371	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.22
2020/03/22	186816	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.21
2020/03/22	186828	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.42
2020/03/22	186892	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.93
2020/03/22	186901	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.47
2020/03/22	186920	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.49
2020/03/22	187469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.40
2020/03/22	187651	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.84
2020/03/22	187652	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.86
2020/03/22	190316	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	79.35
2020/03/22	190355	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.54
2020/03/22	190571	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.18
2020/03/22	190709	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.42
2020/03/22	190714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.81
2020/03/22	190832	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	200.39
2020/03/23	186372	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	174.01
2020/03/23	186817	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.83
2020/03/23	186848	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	75.85
2020/03/23	186874	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.03
2020/03/23	186886	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.00
2020/03/23	186893	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.68
2020/03/23	186899	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	57.45
2020/03/23	186921	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	56.78
2020/03/23	187468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	165.64
2020/03/23	187702	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.10
2020/03/23	190310	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.54
2020/03/23						229.98

05.16-2500

JMB Crushing Systems ULC

05.16-2501

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/23	190354	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.90
2020/03/23	190572	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.14
2020/03/23	190617	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.34
2020/03/23	190715	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.43
2020/03/23	190833	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.69
2020/03/23	191037	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.78
2020/03/24	163737	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.58
2020/03/24	186268	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	164.36
2020/03/24	186443	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	228.25
2020/03/24	186818	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.21
2020/03/24	186829	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.28
2020/03/24	186875	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.26
2020/03/24	186925	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.73
2020/03/24	186926	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.45
2020/03/24	187466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.88
2020/03/24	187467	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.97
2020/03/24	187653	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.81
2020/03/24	190274	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.64
2020/03/24	190312	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.32
2020/03/24	190352	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.00
2020/03/24	190570	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.30
2020/03/24	190618	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.69
2020/03/24	190619	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.04
2020/03/24	190834	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.75
2020/03/24	190916	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.17
2020/03/24	191036	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.64
2020/03/25	163734	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	111.61
2020/03/25	184262	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.76
2020/03/25	186444	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.60
2020/03/25	186810	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	27.91
2020/03/25	186830	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.90
2020/03/25	186887	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	186.50
2020/03/25	187262	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.55
2020/03/25	187465	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.42
2020/03/25	187609	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.38
2020/03/25	187654	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.55
2020/03/25	187693	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.19
2020/03/25	187849	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.09
2020/03/25	190275	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.88
2020/03/25	190348	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.43
2020/03/25	190568	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.20
2020/03/25	190620	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.96
2020/03/25	190917	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.38
2020/03/25	191035	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.86
2020/03/26	186266	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	165.06
2020/03/26	186378	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.96
2020/03/26	186445	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	228.89
2020/03/26	186487	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.66
2020/03/26	186492	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.15

05.16-25014

JMB Crushing Systems ULC

05.16-2502

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/26	186831	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.77
2020/03/26	186885.1	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.96
2020/03/26	186895	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	27.12
2020/03/26	186898	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.48
2020/03/26	186928	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.04
2020/03/26	186973	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.16
2020/03/26	187464	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.00
2020/03/26	187655	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.58
2020/03/26	190317	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.37
2020/03/26	190353	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.39
2020/03/26	190566	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.30
2020/03/26	190621	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	197.59
2020/03/26	190918	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.38
2020/03/27	186379	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.59
2020/03/27	186446	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.92
2020/03/27	186456	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.86
2020/03/27	186502	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.41
2020/03/27	186811	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.19
2020/03/27	186832	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.34
2020/03/27	186884	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.89
2020/03/27	186897	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.37
2020/03/27	186906	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.28
2020/03/27	186929	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.75
2020/03/27	186974	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.94
2020/03/27	187463	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	239.96
2020/03/27	187607	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.81
2020/03/27	187656	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.75
2020/03/27	187692	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.28
2020/03/27	190350	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.61
2020/03/27	190567	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.61
2020/03/27	190622	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.06
2020/03/27	190922	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	39.46
2020/03/28	186381	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.59
2020/03/28	186486	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.76
2020/03/28	186503	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.20
2020/03/28	186833	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.13
2020/03/28	186881	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.96
2020/03/28	186930	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.96
2020/03/28	186975	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.26
2020/03/28	187076	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.53
2020/03/28	187462	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.55
2020/03/28	187605	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	137.44
2020/03/28	187657	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	235.11
2020/03/28	190318	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.19
2020/03/28	190349	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.50
2020/03/28	190550	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.13
2020/03/28	190623	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	277.57
2020/03/29	186380	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.42
2020/03/29	186450	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.45

05.16-2502

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/29	186457	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.34
2020/03/29	186504	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.69
2020/03/29	186876	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.53
2020/03/29	186931	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.29
2020/03/29	186976	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.04
2020/03/29	187075	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.20
2020/03/29	187461	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	239.53
2020/03/29	187606	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.29
2020/03/29	187658	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.61
2020/03/29	190347	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.60
2020/03/29	190418	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.34
2020/03/29	190562	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.83
2020/03/29	190624	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.03
2020/03/29	191034	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.07
2020/03/30	186459	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	37.96
2020/03/30	186932	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.86
2020/03/30	186977	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.32
2020/03/30	187449	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	39.18
						36,679.45
						36,679.45
						36,679.45

05.16-2503

05.16-2503

6

05.16-2504

05.16-2504

AM

This is Exhibit "D"
Referred to in the Affidavit of
Demjan Sankowski
Sworn before me this
29th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

1
AH



P.O. Box 6977, Bonnyville, AB T9N 2H4
www.jmbcrush.com



"THE GRAVEL EXPERTS"

945441 Alberta Ltd.
7727 - 81 Ave
Edmonton AB
T6C 0V4

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:

April 1-30 2020

Material:	Quantity:	Rate:	Value:
Des 1 Class 12.5	48,997.62	\$4.00	\$ 195,990.48
Des 2 Class 16	15,435.80	\$4.00	\$ 61,743.20
Des 2 Class 40	3,422.19	\$4.00	\$ 13,688.76
Screenings	3,015.83	\$1.50	\$ 4,523.75
	Subtotal:		\$ 275,946.19
	5% GST		\$ 13,797.31

Payable to 945411 Alberta Ltd \$ **289,743.49**

Bonnyville

JMB (780) 826-1774 • Quantum: (780) 826-3272
Fax: (780) 826-6280

05.16-2506

Handwritten initials and a checkmark.

05.16-2507

05.16-2507

TND

This is Exhibit " E "
Referred to in the Affidavit of
denny sminkowski
Sworn before me this
29 Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

JMB Crushing Systems ULC

05.16-2509

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
Aggregate Size: Des 1 Class 12.5						
2020/04/04	184968	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.54
2020/04/04	186461	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.53
2020/04/04	186508	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.20
2020/04/04	186819	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	70.69
2020/04/04	186853	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	27.75
2020/04/04	186854	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	85.65
2020/04/04	186863	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	140.13
2020/04/04	186936	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	154.87
2020/04/04	187097	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	114.15
2020/04/04	187123	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.99
2020/04/04	187141	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	113.60
2020/04/04	187563	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	155.46
2020/04/04	188086	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	155.38
2020/04/04	190564	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	159.55
2020/04/04	190628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.44
2020/04/04	190719	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	157.83
2020/04/04	190925	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.22
2020/04/14	186342	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.50
2020/04/14	186454	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.77
2020/04/14	186517	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	194.32
2020/04/14	186593	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.71
2020/04/14	186937	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.85
2020/04/14	187101	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.84
2020/04/14	187115	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.02
2020/04/14	188083	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	112.88
2020/04/14	190304	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.95
2020/04/14	190338	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	174.37
2020/04/14	190415	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.20
2020/04/14	190556	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.64
2020/04/14	190633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.52
2020/04/14	190724	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.59
2020/04/14	190840	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.63
2020/04/14	190929	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.80
2020/04/15	186341	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.59
2020/04/15	186511	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.40
2020/04/15	186594	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.95
2020/04/15	186940	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.43
2020/04/15	187102	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.62
2020/04/15	187116	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.54
2020/04/15	187152	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.19
2020/04/15	187172	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.11
2020/04/15				Bonnyville Yard	Des 1 Class 12.5	170.44
2020/04/15				Bonnyville Yard	Des 1 Class 12.5	236.01
2020/04/15				Bonnyville Yard	Des 1 Class 12.5	235.28
2020/04/15				Bonnyville Yard	Des 1 Class 12.5	115.13
2020/04/15				Bonnyville Yard	Des 1 Class 12.5	170.18
2020/04/15				Bonnyville Yard	Des 1 Class 12.5	193.73

05.16-2509

JMB Crushing Systems ULC

05.16-2510

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/15	188082	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.66
2020/04/15	190319	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.98
2020/04/15	190336	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.46
2020/04/15	190416	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.77
2020/04/15	190555	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.95
2020/04/15	190634	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.98
2020/04/15	190841	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.07
2020/04/15	190932	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	181.51
2020/04/15	191031	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.64
2020/04/16	186343	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.44
2020/04/16	186463	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.18
2020/04/16	186512	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.33
2020/04/16	186595	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.62
2020/04/16	187069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	107.81
2020/04/16	187103	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.33
2020/04/16	187137	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.13
2020/04/16	187155	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.40
2020/04/16	187173	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.09
2020/04/16	187320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.35
2020/04/16	187691	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	190.61
2020/04/16	188081	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	241.31
2020/04/16	190335	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.39
2020/04/16	190426	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.66
2020/04/16	190479	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.15
2020/04/16	190553	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.02
2020/04/16	190635	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.73
2020/04/16	190725	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.62
2020/04/16	190842	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	166.37
2020/04/16	190933	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	181.04
2020/04/16	191030	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.08
2020/04/17	171269	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.16
2020/04/17	186344	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.63
2020/04/17	186466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.68
2020/04/17	186513	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.60
2020/04/17	187079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.71
2020/04/17	187104	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.14
2020/04/17	187119	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.03
2020/04/17	187156	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/17	187174	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.01
2020/04/17	187191	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.28
2020/04/17	187209	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.77
2020/04/17	188080	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.47
2020/04/17	190334	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.48
2020/04/17	190414	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.14
2020/04/17	190460	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.39
2020/04/17	190552	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	156.38
2020/04/17	190726	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.08
2020/04/17	190934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	87.31
2020/04/17	190934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	221.48

05.16-2510

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JMB Crushing Systems ULC

05.16-2511

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/17	191029	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.90
2020/04/18	171270	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.28
2020/04/18	186345	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.97
2020/04/18	186467	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.90
2020/04/18	186514	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	159.99
2020/04/18	187078	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.15
2020/04/18	187105	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.68
2020/04/18	187118	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.43
2020/04/18	187157	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.62
2020/04/18	187192	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.85
2020/04/18	187210	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	39.94
2020/04/18	187231	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.13
2020/04/18	187690	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.53
2020/04/18	188079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.88
2020/04/18	190412	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54
2020/04/18	190481	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.65
2020/04/18	190551	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/18	190935	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.31
2020/04/18	191028	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.01
2020/04/19	186260	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.33
2020/04/19	186346	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.54
2020/04/19	186455	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/19	186468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.40
2020/04/19	186524	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.40
2020/04/19	186813	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.34
2020/04/19	186894	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	167.79
2020/04/19	187106	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.32
2020/04/19	187117	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.25
2020/04/19	187193	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.33
2020/04/19	187213	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.49
2020/04/19	187247	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.21
2020/04/19	187689	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	228.90
2020/04/19	188078	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.30
2020/04/19	188152	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.66
2020/04/19	190428	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.28
2020/04/19	190549	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.35
2020/04/19	190936	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.35
2020/04/19	191027	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.17
2020/04/20	186257	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.12
2020/04/20	186347	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.84
2020/04/20	186469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.68
2020/04/20	186980	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.94
2020/04/20	187107	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.16
2020/04/20	187136	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.26
2020/04/20	187160	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.32
2020/04/20	187175	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54
2020/04/20	187194	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.87
2020/04/20	187214	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.06
2020/04/20	187245	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	

05.16-2511

JMB Crushing Systems ULC

05.16-2512

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/20	188077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.35
2020/04/20	188153	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.69
2020/04/20	190314	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	38.06
2020/04/20	190548	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.88
2020/04/20	190655	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.70
2020/04/20	190937	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.32
2020/04/20	191026	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.65
2020/04/21	186348	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.85
2020/04/21	186470	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.05
2020/04/21	186490	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.27
2020/04/21	186518	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.70
2020/04/21	186880	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.69
2020/04/21	186896	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.34
2020/04/21	187077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/21	187108	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.55
2020/04/21	187135	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.54
2020/04/21	187162	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.61
2020/04/21	187176	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/21	187215	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.19
2020/04/21	187244	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.15
2020/04/21	187686	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.92
2020/04/21	188076	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.04
2020/04/21	188154	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	146.88
2020/04/21	190727	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.78
2020/04/21	190765	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.22
2020/04/21	190938	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	182.88
2020/04/22	186258	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.83
2020/04/22	186349	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.27
2020/04/22	186471	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.78
2020/04/22	186515	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.61
2020/04/22	186516	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.58
2020/04/22	186863	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.53
2020/04/22	187109	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.95
2020/04/22	187134	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.13
2020/04/22	187163	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.87
2020/04/22	187177	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.17
2020/04/22	187216	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.07
2020/04/22	187243	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.69
2020/04/22	187687	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.83
2020/04/22	188075	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.14
2020/04/22	190574	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.46
2020/04/22	190772	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.45
2020/04/22	190939	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.24
2020/04/23	186350	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.60
2020/04/23	186473	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.04
2020/04/23	186493	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.06
2020/04/23	186497	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.10
2020/04/23	186852	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.96
2020/04/23	186864	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.45

05.16-2512

JMB Crushing Systems ULC

05.16-2513

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/23	187110	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.12
2020/04/23	187132	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.73
2020/04/23	187164	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.58
2020/04/23	187178	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.96
2020/04/23	187195	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.07
2020/04/23	187217	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.79
2020/04/23	187240	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.14
2020/04/23	190547	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	140.52
2020/04/23	190728	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.66
2020/04/23	190940	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.16
2020/04/23	191024	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	175.40
2020/04/24	166969	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.14
2020/04/24	186351	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.04
2020/04/24	186472	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.51
2020/04/24	186498	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.99
2020/04/24	187111	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.85
2020/04/24	187128	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.51
2020/04/24	187165	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.35
2020/04/24	187179	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.61
2020/04/24	187196	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.47
2020/04/24	187236	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.18
2020/04/24	190546	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.25
2020/04/24	190729	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	88.38
2020/04/24	190941	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.83
2020/04/24	191023	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	114.23
2020/04/25	186352	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	158.44
2020/04/25	186499	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.61
2020/04/25	186860	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	175.09
2020/04/25	186866	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.55
2020/04/25	187112	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.55
2020/04/25	187131	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.30
2020/04/25	187208	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/25	187235	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.42
2020/04/25	187248	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.76
2020/04/25	188074	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.46
2020/04/25	190320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.76
2020/04/25	190930	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	147.38
2020/04/25	191022	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.58
2020/04/26	186353	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.03
2020/04/26	186500	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.92
2020/04/26	186628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	194.60
2020/04/26	186720	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.18
2020/04/26	186910	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.84
2020/04/26	187130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.07
2020/04/26	187180	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.63
2020/04/26	187197	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/26	187218	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.28
2020/04/26	187233	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	38.55

05.16-2513

6

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/26	187249	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.14
2020/04/26	188073	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.31
2020/04/26	188178	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.36
2020/04/26	190321	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.16
2020/04/26	190931	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.99
2020/04/26	191021	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.28
2020/04/27	167043	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.86
2020/04/27	184315	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	167.09
2020/04/27	186520	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	80.13
2020/04/27	186629	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.98
2020/04/27	186711	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.19
2020/04/27	187129	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.19
2020/04/27	187198	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.82
2020/04/27	187219	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.01
2020/04/27	187250	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.32
2020/04/27	188072	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.10
2020/04/27	190322	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.12
2020/04/27	190539	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.14
2020/04/27	190730	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	146.42
2020/04/27	190942	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	221.15
2020/04/28	170375	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	82.95
2020/04/28	186354	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	119.98
2020/04/28	186501	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.00
2020/04/28	186630	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	77.89
2020/04/28	186669	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.78
2020/04/28	186712	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	118.08
2020/04/28	186834	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	86.48
2020/04/28	187068	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	86.07
2020/04/28	187220	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	40.49
2020/04/28	188071	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	119.33
2020/04/28	190575	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	85.21
2020/04/28	190731	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	87.00
2020/04/28	190766	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	82.03
						48,997.62
						48,997.62

Aggregate Size: Des 2 Class 16

2020/04/01	163736	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.90
2020/04/01	186448	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	150.93
2020/04/01	186485	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.26
2020/04/01	186505	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.44
2020/04/01	186682	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.10
2020/04/01	186902	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.74
2020/04/01	186912	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	136.67
2020/04/01	186933	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.98
2020/04/01	187094	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.39

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JMB Crushing Systems ULC

05.16-2515

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/01	187660	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.84
2020/04/01	187696	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.06
2020/04/01	190346	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.38
2020/04/01	190417	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.96
2020/04/01	190716	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.82
2020/04/01	190919	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.99
2020/04/01	191033	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.44
2020/04/02	186449	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.43
2020/04/02	186458	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.35
2020/04/02	186506	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.47
2020/04/02	186850	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.10
2020/04/02	186877	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.58
2020/04/02	186900	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.88
2020/04/02	186934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	173.43
2020/04/02	187095	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	237.44
2020/04/02	187113	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.58
2020/04/02	187448	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.78
2020/04/02	187661	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	241.60
2020/04/02	190299	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.55
2020/04/02	190345	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.55
2020/04/02	190569	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.21
2020/04/02	190626	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	175.01
2020/04/02	190717	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	200.12
2020/04/02	190921	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	146.02
2020/04/02	190923	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.33
2020/04/03	174379	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	108.88
2020/04/03	186451	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.81
2020/04/03	186460	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.79
2020/04/03	186507	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.69
2020/04/03	186851	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.14
2020/04/03	186878	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.47
2020/04/03	186935	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.63
2020/04/03	187096	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.17
2020/04/03	187114	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.20
2020/04/03	187142	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.88
2020/04/03	187447	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.03
2020/04/03	187662	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	241.93
2020/04/03	187695	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.88
2020/04/03	190341	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.52
2020/04/03	190343	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.97
2020/04/03	190565	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.44
2020/04/03	190627	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	175.53
2020/04/03	190718	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.94
2020/04/03	190920	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	145.10
2020/04/03	190924	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.43
2020/04/28	170376	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	183.19
2020/04/28	186293	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.11
2020/04/28	186355	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.16
2020/04/28	186355	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.81

05.16-2515

JMB Crushing Systems ULC

May 05, 2020 2:43 PM

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/28	186631	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	77.29
2020/04/28	186670	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	56.48
2020/04/28	186710	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	77.91
2020/04/28	186835	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.61
2020/04/28	187067	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.73
2020/04/28	187223	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.55
2020/04/28	187242	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.15
2020/04/28	188070	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	118.92
2020/04/28	190732	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	57.62
2020/04/29	190771	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	82.51
2020/04/29	170377	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	136.07
2020/04/29	186276	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.83
2020/04/29	186294	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.67
2020/04/29	186632	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.17
2020/04/29	186671	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.65
2020/04/29	186713	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.10
2020/04/29	186814	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.04
2020/04/29	186836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.50
2020/04/29	187066	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.16
2020/04/29	187084	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	112.34
2020/04/29	187224	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.86
2020/04/29	187238	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	80.10
2020/04/29	187685	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.13
2020/04/29	188069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.18
2020/04/29	190835	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.69
2020/04/30	170378	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	143.39
2020/04/30	181433	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.97
2020/04/30	181434	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.73
2020/04/30	186277	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.90
2020/04/30	186295	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	240.21
2020/04/30	186633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.32
2020/04/30	186672	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.23
2020/04/30	186714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.78
2020/04/30	186812	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.36
2020/04/30	186815	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.93
2020/04/30	186911	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	182.20
2020/04/30	187065	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.92
2020/04/30	187241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.72
2020/04/30	188068	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.79
2020/04/30	190324	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	201.41
2020/04/30	190836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.69
						84.96
						15,435.80
						15,435.80

05.16-2516

05.16-2516

Aggregate Size: Des 2 Class 40

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JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/05	186820	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	189.93
2020/04/05	186938	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	197.93
2020/04/05	187098	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	146.24
2020/04/05	187122	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	117.52
2020/04/05	187139	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	177.14
2020/04/05	187144	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	177.99
2020/04/05	187694	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	158.09
2020/04/05	188085	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	200.86
2020/04/05	190344	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	39.39
2020/04/05	190560	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	177.22
2020/04/05	190720	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	117.50
2020/04/05	190926	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	146.86
						<u>3,015.83</u>
						<u>3,015.83</u>
						<u>70,871.44</u>

05.16-2518

05.16-2518

05.16-2519

05.16-2519



This is Exhibit "E"
Referred to in the Affidavit of
Dennis Annunzio
Sworn before me this
29th Day of May, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

Order
Rule 9.1

COURT FILE NO.: 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 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.

Schedule "A"
Lien Notice

Claimant: _____

Address for Notices: _____

Telephone: _____

Fax: _____

Email: _____

I, _____ residing in the _____ of
(name) (city, town, etc.)
_____ in the Province of _____
(name of city, town, etc.) (name of province)

do hereby certify that:

- 1. I am the Claimant
- OR I am the _____ of the Claimant
(title/position)
- 2. I have knowledge of all the circumstances connected with the claim referred to in this Lien Notice form.
- 3. The Claimant has a valid
 - (a) **Builders' Lien Claim** in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.
 - (b) **Subrogated Claim** in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.
- 4. Attached hereto as Schedule "A" is an affidavit setting out the full particulars of the Claimant's builders' lien claim or subrogated claim, including all applicable contracts,

[Handwritten signature]

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.

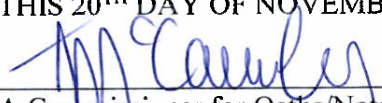
DATED at _____, this _____ day of May, 2020.
(location)

Witness

Name: _____ Name: _____

Must be signed and witnessed

THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020



A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772





HAJDUK GIBBS LLP
HARRINGTON AND BILLETTE

RICHARD B. HAJDUK, LLB*
RODGER C. GIBBS, BA(Spec) LLB*
OMAR ABDULHAK, BBA JD
RANA GHANEM, BSc(Spec) BA JD
LERINA KOORNHOF, BA JD
*Professional Corporation

#202 Platinum Place
10120 - 118 Street NW
Edmonton, AB T5K 1Y4
Phone: (780) 428-4258
Fax: (780) 425-9439
Rural: 1-800-749-9989

Your File:

Our File: 5448 RBH

June 26, 2020

Gowling WLG (Canada) LLP
1600, 421 7th Avenue SW
Calgary AB T2P 4K9
Attention: Tom Cumming
Attention: Caireen E. Hanert
Attention: Alex Matthews

By email: tom.cumming@gowlingwlg.com
By email: caireen.hanert@gowlingwlg.com
By email: alex.matthews@gowlingwlg.com

McCarthy Tetrault LLP
Suite 4000, 421 7th Ave SW
Calgary, AB T2P 4K9
Attention: Sean F. Collins
Attention: Pantelis Kyriakakis

By email: scollins@mccarthy.ca
By email: pkiriakakis@mccarthy.ca

Putnam & Lawson
9702 - 100 Street
Morinville, Alberta, T8R 1G3
Attention: Mawell C. Putnam

By email: mputnam@putnamlawson.ca

Scott Law
17505 - 106 Avenue
Edmonton, Alberta, T5S 1E7
Attention: James R. Scott

By email: jim.scott@scottlaw.ca

Dear Counsel;

Re: JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.
Action No. 2001-05482

Further to the above matter, please find enclosed our unfiled Application and Affidavit which we are intending on filing in front of Madam Justice K.M. Eidsvik. Accordingly,

Handwritten initials in blue ink, possibly 'AA'.

HAJDUK GIBBS LLP PAGE 2

kindly provide me with your available dates so that we can canvass same with Madam Justice Eidsvik's assistant.

I look forward to hearing from you with respect to this matter.

Thank you.

Yours truly,

HAJDUK GIBBS LLP

Per:



RICHARD B. HAJDUK

Barrister & Solicitor

Mm/ enclosures

for



Form 27

[Rules 6.3, 5.5, and 5.12]

COURT FILE NUMBER 2001-05482

COURT COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

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 **APPLICATION BY JERRY
SHANKOWSKI and 954441 ALBERTA
LTD.**

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT HAJDUK GIBBS LLP
Barristers & Solicitors
#202 Platinum Place
10120-118 Street
Edmonton, Alberta, T5K 1Y4
ATTENTION: Richard B. Hajduk
Ph. (780) 428-4258
Fax. (780) 425-9439
File No.: 5448 RBH

NOTICE TO RESPONDENT(S)

This application is made against you. You are a respondent.

You have the right to state your side of this matter before the master/judge.

To do so, you must be in Court when the application is heard as shown below:

Date _____, 2020
Time 10:00 A.M.
Where Calgary Courts Centre
Before Whom The Honourable Madam Justice K.M. Eidsvik in Chambers

Go to the end of this document to see what else you can do and when you must do it.

AA

Remedy claimed or sought:

1. An Order declaring invalid the Builders' Lien registered on or about May 15, 2020, as Instrument No. 202 106 447 ("RBEE Lien") by RBEE Aggregate Consulting Ltd. ("RBEE") against the Lands owned by the Applicants, Jerry Shankowski ("Shankowski") and 945441 Alberta Ltd. ("945441"), against the Lands legally described as:

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
 (the "Lands");

2. An Order declaring invalid the Builders' Lien registered on or about May 13, 2020, as Instrument No. 202 104 972 ("J.R. Paine Lien") by J.R. Paine & Associates Ltd. ("J.R. Paine") against the Lands;
3. An Order directing the Registrar of the Land Titles Office for the North Alberta Registration District to remove and discharge the Builders' Liens registered as Instrument No. 202 106 447 and Instrument No. 202 104 972 from the Title to the Lands forthwith notwithstanding s. 191(1) of the *Land Titles Act*, pursuant to s. 191(3) of the *Land Titles Act*.



4. Such other and further relief as may be required and as this Honourable Court deems appropriate and just; and
5. Costs of this Application in any event of the cause, payable forthwith, on a scale as between a solicitor and client or on such other scale or in such other amounts as this Honourable Court deems appropriate and just.

Grounds for making this application:

6. On May 20, 2020, in this Action, an Order ("Eidsvik May 20 Order") was granted by the Honourable Madam Justice K.M. Eidsvik ("Eidsvik J.") establishing a protocol for any builders' liens registered or capable of being registered in respect of the Contract between JMB Crushing Systems Inc. ("JMB") and the Muncipal District of Bonnyville No. 87 ("MD of Bonnyville"), and discharging any builders' liens then registered against certain lands ("MD of Bonnyville Lands") stipulated in the Eidsvik May 20 Order and owned by the MD of Bonnyville.
7. On or about May 13, 2020, J.R. Paine caused the J.R. Paine Lien to be registered against the Lands.
8. On or about May 15, 2020, RBEE caused the RBEE Lien to be registered against the Lands.
9. Neither Shankowki or 954441 requested, expressly or impliedly, any work or services to be provided on or in respect of an improvement on the Lands by either RBEE or J.R. Paine, and any such work or services were requested by JMB.
10. RBEE and J.R. Paine, or either of them, could have registered a builders' lien against the MD of Bonnyville Lands prior to the granting of the Eidsvik May 20 Order, and could have had their lien claims dealt with pursuant to the Eidsvik May 20 Order, but neither of them did so.
11. Each of the RBEE Lien and the J.R. Paine Lien are invalid as regards the interests of Shankowski and / or 945441 in the Lands as either being contrary to the spirit

and intent of the Eidsvik May 20 Order, or as being in respect of work or services that were not requested, expressly or impliedly, by either Shankowski or 945441, and as not being provided for an improvement to the Lands.

12. Neither of the RBEE Lien or the J.R. Paine Lien specifies or alleges that any work or services were requested, expressly or impliedly, by either Shankowski or 945441, contrary to s. 34(2)(a)(ii) and s. 34(2)(a)(iii) of the *Builders' Lien Act*, being c. B-7 of the Revised Statutes of Alberta 2000, and any amendments thereto ("*BLA*"), and therefore does not allege that either Shankowski or 945441 is an "owner" of the Lands within the meaning of the *BLA*.

13. The Eidsvik May 20 Order provides a separate protocol for builders' lien claims against any interest of JMB in any lands in relation to the Contract between JMB and the MD of Bonnyville.

14. The deadline for registering each of the RBEE Lien and the J.R. Paine Lien has expired and neither of the RBEE Lien nor the J.R. Paine Lien can be amended or saved by an Order of the Court under s. 37 of the *BLA*.

15. Such further and other grounds as may appear from the evidence.

Material or evidence to be relied on:

16. The Affidavit of Jerry Shankowski, sworn June __, 2020, filed concurrently with this Application; and,

Applicable rules:

17. Rules 1.2, 1.3, 1.4 and 6.3 of the *Alberta Rules of Court* and generally all other applicable provisions of the *Alberta Rules of Court*.

Applicable Acts and regulations:

18. *Alberta Rules of Court*;

19. *Builders' Lien Act.*

Any irregularity complained of or objection relied on:

20. Not applicable.

How the application is proposed to be heard or considered:

21. Orally, in person or in such other manner as may be directed by the Court, before the presiding Justice in Chambers.

WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and at the time shown at the beginning of the form. If you intend to rely on an affidavit or other evidence when the application is heard or considered, you must reply by giving reasonable notice of the material to the applicant.

AD

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

Clerk's Stamp

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 GIBBS 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

AFFIDAVIT OF JERRY SHANKOWSKI SWORN JUNE 26, 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 my lawyer, RICHARD B. HAJDUK ("Hajduk") 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 an way that allows the ULC to be effectively ignored for tax purposes as profits and losses

- 2 -

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"). 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. 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 my lead lawyer, Richard B. Hajduk ("Hajduk") and do verily believe that there is a significant issue as to whether I or 945411 is an "owner" within the meaning of the *Builders' Lien Act* (Alberta) ("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.
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

- 2 -



- 3 -

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 "inspection of aggregate".
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.
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

- 3 -



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.
- 23. I am advised by Hajduk 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, 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 26th day of June, 2020 at Edmonton, in the Province of Alberta.



A Commissioner for Oaths in and for Alberta

RICHARD B. HAJDUK
Barrister & Solicitor



JERRY SHANKOWSKI



05.16-2541

05.16-2541

AD

This is Exhibit "A"
Referred to in the Affidavit of
Jerry Shankowski
Sworn before me this
20th Day of June, 2020
Michael Haddad
A Commissioner for Oaths in
and for the Province of Alberta

AGGREGATES ROYALTY AGREEMENT

This **EXCLUSIVE AGREEMENT** is made as of the 29 day of October, AD 2018
by **RICHARD B. HAJDUK**
Barrister & Solicitor

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

And

Jerry Shankowski (945441 Alberta Ltd.)
(full names and/or complete company name)

7727 81 Avenue Edmonton, AB T6C 0V4
(full postal address)

(hereinafter referred to as "the Vendor")

WHEREAS the Vendor is the Registered Owner **of**
(registered owner, purchaser, lessee or otherwise)

SW 21-56-7-W4

(legal land description)

(hereinafter referred to as "the Lands") shown outlined on the plan contained herein and said to contain
160 Hectares (160 Acres) more or less,

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual terms and conditions hereinafter contained, JMB and the Vendor agree as follows:

ARTICLE I DEFINITIONS

In this Agreement:

1. "Aggregates" means, with respect to naturally occurring unprocessed material considered in bulk as mixtures of particles of different sizes, those materials commonly referred to as boulders, cobbles, gravel, sand and silt and all other granular materials of little or no plasticity such as are commonly used in the surfacing of roads and the construction of drainage works.
2. "Gravel" means that the type of Aggregate such that, on average, half or less by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.
3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.

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~~ ^{4.96} dollars per TONNE
(4.34 ~~4.96~~ ^{4.96} dollars per CUBIC YARD) of accepted GRAVEL removed from the Lands.
2. JMB shall pay to the Vendor 1.00 ~~1.50~~ ^{1.86} dollars per TONNE
(1.24 ~~1.86~~ ^{1.86} dollars per CUBIC YARD) of accepted SAND removed from the Lands.
3. JMB shall pay the vendor 5.00 ~~5.50~~ ^{6.82} dollars per TONNE
(6.20 ~~6.82~~ ^{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.

2
AA

ARTICLE V MEASUREMENT OF AGGREGATES

Aggregates will normally be measured by weight for the purpose of Royalty Payment unless, in JMB's opinion, to do so would be impractical, in which case measurements shall be by volumes determined by cross-section or truck-box methods. Where necessary, conversions from volume to weight, and vice versa, shall be made using a factor of 1.632 tonnes per cubic meter for gravel and a factor of 1.365 tonnes per

cubic meter for sand, or a factor of 1.24 tonnes per cubic yard for gravel and a factor of 0.836 tonnes per cubic yard of sand.

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

- 1 Unaccepted materials stripped from the Lands or rejected during processing.
2. Materials such as silt, sand, gravel, oil, lime cement or other additives brought to the Lands by JMB.
3. The right of access to and from the Lands.
4. Any other damage or injuries that may be done to the Lands or improvements, if any, during the term of this agreement.

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

1. JMB undertakes to make any necessary application for Development and Reclamation approval to Alberta Environment and local authorities insofar as JMB operations.
2. JMB shall carry out reclamation of the Lands as may be directed by the Minister of the Environment or his agents under such Acts and Regulations as may from time to time be in effect. Such reclamation shall be limited to that occasioned by land disturbances resulting from JMB's operations.

ARTICLE VIII ADDITIONAL CONDITIONS

(if none, write 'none').

- JMB is responsible for all county fees associated with gravel removal.
- JMB will remove a minimum of 100,000 tonnes per year upon approval of Code of Practice by Alberta Environment.
- JMB will utilize the existing large elimination pile located in the SW corner of the property to;
 - Incorporate as much as possible into Des 2 Class 20 or Des 4 Class 20
 - Incorporate as much as possible into Des 2 Class 40 and Des 4 Class 20
- JMB is committed to process 50,000 tonnes of the above noted elimination pile in 2019
- JMB agrees to a royalty increase of \$0.50/tonne for all products on October 29, 2020 and to a royalty review every two years thereafter.
- JMB will only sell asphalt or rock products from this pit with prior consent of the owner. Royalty base rate for asphalt and rock products would be \$5.00/tonne for 2019 and be subject to the same royalty increase in 2020 and review every two years thereafter.
- This royalty agreement replaces any previous JMB/Shankowski royalty agreements
- JMB has the first right to purchase the property should the owner choose to sell the property

ARTICLE IX REMAINING STOCKPILES

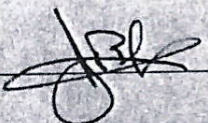
Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them.

ARTICLE X TERM OF THIS AGREEMENT

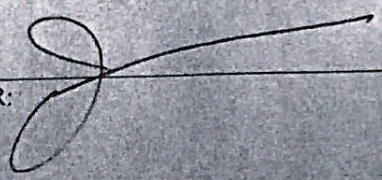
The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours on the 29 of October, AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above.

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

JMB CRUSHING SYSTEMS ULC

PER:  _____

EXECUTED BY THE VENDORS:

PER:  _____

PER _____

4


05.16-2546

05.16-2546

AD



LAND TITLE CERTIFICATE

S
 LINC SHORT LEGAL
 0037 711 520 4;7;56;21;NW
 0037 711 530 4;7;56;21;SW

This is Exhibit "B."
 Referred to in the Affidavit of Jerry Shankowski TITLE NUMBER 172 269 783 +5
 Sworn before me this 21st Day of June, 2020
Richard B. Hajduk
 A Commissioner for Oaths in RICHARD B. HAJDUK
 and for the Province of Alberta Barrister & Solicitor

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

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)

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

(CONTINUED)



AAA

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).

05.16-2550

05.16-2550

AD

Government of Alberta
Land Titles

FORM A
Statement of Lien

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".

This is Exhibit "C"
Referred to in the Affidavit of
Jerry Shankowski
Sworn before me this
20th Day of June, 2020
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

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

RICHARD B. HAJDUK
Barrister & Solicitor

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 14 day of May, 2020

Maxwell C. Putnam
(Signature of Lienholder or Agent)

at Morinville, Alberta.

MAXWELL C. PUTNAM
BARRISTER & SOLICITOR

AA

SCHEDULE "A"
Fee Simple Interest

Title #	Title Number	Legal Description
2	172 269 783 +5	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

2
AA

05.16-2553

05.16-2553



**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
Derry Smirnowski
Sworn before me this
20th Day of June, 2020
Richard B. Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

**RICHARD B. HAJDUK
Barrister & Solicitor**

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.

[Handwritten signature]

Government of Alberta
Land Titles

FORM A
Statement of Lien

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

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 8, 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 \$ 64,207.50

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.

2
AD

Government of Alberta Land Titles

FORM B Affidavit Verifying Claim by Lienholder

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]

[Signature of Commissioner]

Heidy Tolentino, A Commissioner for Oaths in and for the Province of Alberta, My Commission Expires May 18, 2023

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

- OR -

Government of Alberta Land Titles

FORM B Affidavit Verifying Claim by Other Than Lienholder

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.

Handwritten initials 'AAA' in blue ink.



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)

05.16-2557 4

AD

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).



SCHEDULE B

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

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)

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.

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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	SHORT LEGAL	TITLE NUMBER
0037 711 496	4;7;56;16;NW	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
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

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)

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.

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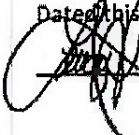
202104972 REGISTERED 2020 05 13
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DRP#: B1538B1 ADR/T JOHNSON
LINC/S: 0034014183 +

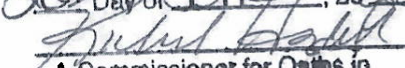
Handwritten signature or initials in blue ink, appearing to be 'AJ' or similar.

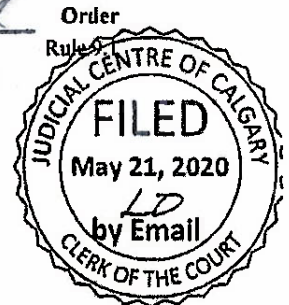
05.16-2565

05.16-2565



I hereby certify this to be a true copy of
the original Order
Dated this 21 day of May 2020

for Clerk of the Court

This is Exhibit "E"
Referred to in the Affidavit of
Jeff Buck
Sworn before me this
20th Day of June, 2020

A Commissioner for Oaths in
and for the Province of Alberta
RICHARD B. HAJDUK
Barrister & Solicitor



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

IN THE MATTER OF THE COMPANIES' CREDITORS' AND DEBTORS' 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:**

- 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

11
AD

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

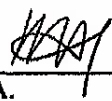


Funds less the Holdback Amount and the CRA Amount; and (ii) to CRA, the CRA Amount;

- (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.

Schedule "A"
Lien Notice

Claimant: _____
Address for Notices: _____
Telephone: _____
Fax: _____
Email: _____

I, _____ residing in the _____ of
(name) (city, town, etc.)
_____ in the Province of _____
(name of city, town, etc.) (name of province)

do hereby certify that:

- 1. I am the Claimant
- OR I am the _____ of the Claimant
(title/position)
- 2. I have knowledge of all the circumstances connected with the claim referred to in this Lien Notice form.
- 3. The Claimant has a valid
 - (a) Builders' Lien Claim in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.
 - (b) Subrogated Claim in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.
- 4. Attached hereto as Schedule "A" is an affidavit setting out the full particulars of the Claimant's builders' lien claim or subrogated claim, including all applicable contracts,

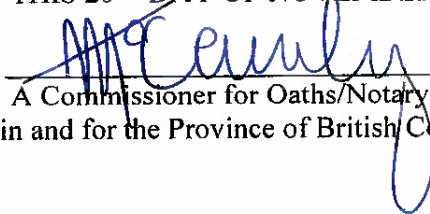
sub-contracts, the nature of the work completed or materials furnished, the last day on which any work was completed or materials were furnished, any payments received by the Claimant, all invoices issued by the Claimant, and all written notices of a lien served by the Claimant.

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

Name: **Witness** Name:

Must be signed and witnessed

THIS IS EXHIBIT "F" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772





JERRITT R. PAWLYK
Direct Line: 780 421 2477
Email Address: jpawlyk@bmlp.ca

2300, 10180-101 Street
Manulife Place
Edmonton, Alberta T5J 1V3
T: 780 426 5550
edmonton@bmlp.ca
www.bmlp.ca

OUR FILE NO. 110151-003

July 6, 2020

VIA EMAIL

See attached service list

WITHOUT PREJUDICE

Dear Sirs and Mesdames:

**Re: JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.
Action No. 2001 05482**

Please be advised that we act for RBEE Aggregate Consulting Ltd. ("RBEE") in respect of the above matter. We ask that all further correspondence be directed to our attention.

We are in receipt of Mr. Hajduk's letter of June 26, 2020 enclosing an unfiled Application and Affidavit on behalf of Jerry Shankowski ("Shankowski"). For the reasons that follow, we oppose the discharge of RBEE's lien against Shankowski's land.

Background

Pursuant to the May 20, 2020 Order of Justice K.M. Eidsvik (the "Eidsvik May 20 Order"), RBEE submitted a Lien Notice together with an Affidavit of David Howells in support of RBEE's lien claims against JMB Crushing Systems Inc. ("JMB"). Copies of RBEE's Lien Notice and Mr. Howells' Affidavit are enclosed for your reference.

In Mr. Howells' Affidavit, he states that RBEE performed work on the "Shankowski Pit" at JMB's instructions. He goes on to explain that the Shankowski Pit is located on multiple parcels of land, including one parcel owned by Jerry Shankowski (the "Shankowski Land") and another owned by Helen and Gail Havener (the "Havener Land").

RBEE and J.R. Paine & Associates Ltd. ("J.R. Paine") registered builders' liens against both the Havener Land and the Shankowski Land.

Shankowski's Application

With this Application, Shankowski and his corporation, 945441 Alberta Ltd., seek an order invalidating the liens filed by RBEE and J.R. Paine against the Shankowski Land.

A handwritten signature in blue ink, consisting of stylized initials.

July 6, 2020

The Application states that the liens filed by RBEE and J.R. Paine are invalid because they are either:

- A. In respect of work or services not requested, expressly or impliedly, by either Shankowski or 945441; or
- B. Contrary to the spirit and intent of the Eidsvik May 20 Order.

A. Work Not Directed by Shankowski

The Application states that neither Shankowski nor 945441 requested the work or services provided by either RBEE or J.R. Paine, and that those services were requested by JMB.

More specifically, the Application states that the liens fail to allege that the work was requested, expressly or impliedly, by Shankowski, contrary to s. 34(2)(a)(ii) and (iii) of the *Builders' Lien Act*. That section states:

- (2) The statement of lien shall set out
 - (a) the name and residence of
 - ...
 - (ii) the owner or alleged owner, and
 - (iii) the person for whom the work was or is being done or the materials were or are being furnished,

We presume that the alleged defect above is directed at J.R. Paine's lien, and not RBEE's. We fail to see any defect in RBEE's lien contrary to s. 34(2)(a). RBEE's Statement of Lien claims a lien against the fee simple estate of Shankowski, and it names JMB as the person for whom the work was provided. J.R. Paine's Statement of Lien, on the other hand, claims a lien against the fee simple interest of the Municipal District of Bonnyville, and Shankowski is not named in that Statement of Lien at all.

In his Affidavit, Shankowski emphasizes that he did not have any direct interaction with RBEE or J.R. Paine, and that "if anyone requested materials or services to be provided, it would have been JMB". However, Shankowski does not need to have made requests to specific subcontractors such as RBEE for RBEE to have a valid lien. A fundamental aspect of lien legislation is the creation of rights and remedies against land even where there is no direct privity of contract with the owner.

The Application argues that Shankowski is not an "owner" for the purposes of the *Builders' Lien Act*. The *Builders' Lien Act* states at s.1(j):

- (j) "owner" means a person having an estate or interest in land at whose request, express or implied, and
 - (i) on whose credit,
 - (ii) on whose behalf,
 - (iii) with whose privity and consent, or
 - (iv) for whose direct benefit,

work is done on or material is furnished for an improvement to the land ...

In this case, Shankowski admits that he entered into a royalty agreement with JMB for the excavation of aggregates and related work. Shankowski should therefore be considered an

Page 3

July 6, 2020

owner because he requested, rather expressly, that JMB perform work in respect of his land, with his privity and consent, and to his benefit.

It is also difficult to conceive who might be an "owner" in this case if not Shankowski. Shankowski is the only person or entity with a registered interest in the Shankowski Land. JMB has no registered interest in the Shankowski Land, and no encumbrance or caveat in respect of the royalty agreement between Shankowski and JMB was ever registered against the Shankowski Land.

B. The Eidsvik May 20 Order

The Eidsvik May 20 Order was pronounced in JMB's CCAA proceedings to establish a procedure for adjudicating builders liens filed against JMB and the Municipal District of Bonnyville (the "MD of Bonnyville"). That Order directed the MD of Bonnyville to remit certain funds to the Monitor as security. The Eidsvik May 20 Order stays the enforcement of any builders' liens registered or capable of being registered in respect of the contract between JMB and the MD of Bonnyville. It also directed the discharge of all builders' liens then registered against particular lands owned by the MD of Bonnyville.

The Eidsvik May 20 Order defines "Lien Claims" to include any lien claim that relates to work performed or materials furnished by a lien claimant in respect of JMB's contract with the MD of Bonnyville, or with respect to the MD of Bonnyville Lands.

The Eidsvik May 20 Order stays all Lien Claims, including, arguably, RBEE's lien claim against the Shankowski Land. The Eidsvik May 20 Order requires any person seeking to enforce a Lien Claim to seek rights and remedies set out in that Order.

The Eidsvik May 20 Order does not direct the discharge of builders' liens registered against the Havener Land or Shankowski Land. It does not extinguish any Lien Claim that a claimant might have against owners other than the MD of Bonnyville.

Shankowski's Application presupposes that RBEE's lien claim will be satisfied by the lien claims process in the Eidsvik May 20 Order. While we certainly hope that this will be the case, the Monitor has not yet made a Lien Determination in respect of RBEE's lien, and has not yet provided a Determination Notice to RBEE.

It is appropriate in the circumstances to continue to stay the enforcement of RBEE's lien claim against the Shankowski Land, pending a resolution of RBEE's lien claims against JMB and the MD of Bonnyville pursuant to the process set out in the Eidsvik May 20 Order.

We trust you find the enclosed to be in order.

Yours truly,

BISHOP & MCKENZIE LLP

Per:



JERRITT R. PAWLYK

JRP/jj

JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.
Court of Queen's Bench Action No. 2001 05482

Service List

Hajduk Gibbs LLP
#202 Platinum Place
10120 - 118 Street NW
Edmonton, AB T5K 1Y4

Attention: Richard B. Hajduk

By email: r.hajduk@hajdukandgibbs.com

Counsel for Jerry Shankowski and 945441
Alberta Ltd.

Gowling WLG (Canada) LLP
1600, 421 7th Avenue SW
Calgary AB T2P 4K9

Attention: Tom Cumming
Attention: Caireen E. Hanert
Attention: Alex Matthews

By email: tom.cumming@gowlingwlg.com
By email: caireen.hanert@gowlingwlg.com
By email: alex.matthews@gowlingwlg.com

Counsel for JMB Crushing Systems Inc.

McCarthy Tetrault LLP
Suite 4000, 421 7th Ave SW
Calgary, AB T2P 4K9

Attention: Sean F. Collins
Attention: Pantelis Kyriakakis

By email: scollins@mccarthy.ca
By email: pkiriakakis@mccarthy.ca

Counsel for the Monitor, FTI Consulting
Canada Inc.

Scott Law
17505 - 106 Avenue
Edmonton, Alberta, T5S 1 E7

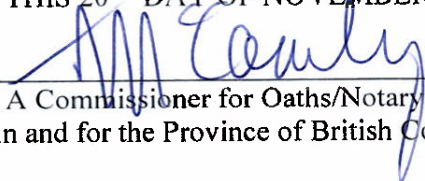
Attention: James R. Scott

By email: jim.scott@scottlaw.ca

Counsel for J.R. Paine & Associates Ltd.



THIS IS EXHIBIT "G" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772

October 14, 2020

Parties:

Jerry Shankowski and
945441 Alberta Ltd.
7727 81 Avenue
Edmonton, AB T6C 0V4

Mantle Materials Group, Ltd.
1400 16th St, Suite 320
Denver, CO 80209

Attention: Byron Levkulich, CFA, CPA
E-mail: Byron.Levkulich@RLHoldings.com

Counsel :

Hajduk Gibbs LLP
#202 Platinum Place
10120 – 118 Street NW
Edmonton, AB T5K 1Y4

Attention: Richard B. Hajduk
Email: richard@hajdukllp.com

Gowling WLG (Canada) LLP
Suite 1600, 421 7th Avenue SW
Calgary AB T2P 4K9

Attention: Tom Cumming
Email: tom.cumming@gowlingwlg.com

Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. ("216", and together with JMB, the "Companies") under the *Companies' Creditors Arrangement Act* (the "CCAA")

Reference is made to the following:

1. the proceedings of JMB and 216 under the CCAA (the "**CCAA Proceedings**") commenced on May 1, 2020 by an initial order of the Honourable Madam Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta (the "**Court**") made on May 1, 2020, which Order was amended and restated by an Order made on May 11, 2020;
2. an asset purchase agreement dated as of September 28, 2020 (the "**APA**") between JMB and 216 as vendors and Mantle Materials Group, Ltd. ("**Mantle**") as purchaser, under which Mantle has agreed to purchase all of the right, title and interest of the Companies in certain core properties and assets of the Companies (the "**Property**", and such transaction, the "**Transaction**"), including the Royalty Agreement;
3. the Aggregates Royalty Agreement dated October 29, 2018 (the "**Royalty Agreement**") between JMB and Jerry Shankowski (945441 Alberta Ltd.) (the "**Royalty Holder**") in respect of the lands legally described as the North West and South West Quarters of Meridian 4, Range 7, Township 56, Section 21, County of St. Paul No. 19, Title Number 172 269 783 +5 (the "**Royalty Lands**");
4. JMB owes significant arrears to the Royalty Holder under the Royalty Agreement (the "**Monetary Arrears**"); and
5. builder's liens that have been registered against title to the Royalty Lands by J.R. Paine & Associates Ltd. on May 13, 2020 as Instrument No. 202 104 972 and by R Bee Aggregate Consulting Ltd. on May 15, 2020 as Instrument No. 202 106 447 (collectively, the "**Liens**").

The Transaction will be completed when all of the conditions precedent contained in the APA have been satisfied or waived, including the issuance by the Court of Orders approving the Sale Agreement and vesting the Property in Mantle free and clear of all claims, security and encumbrances (the "**Vesting Order**"), vesting all remaining assets and liabilities of JMB in 216 (the "**Reverse Vesting Order**"), assigning to Mantle the right, title and interest of JMB and 216 in certain contracts, and sanctioning a plan of arrangement of JMB and Mantle under the CCAA and *Business Corporations Act* (British Columbia) (collectively, the "**Orders**").

Mantle and the Royalty Holder wish to enter into an agreement amending certain provisions of the Royalty Agreement and setting out the basis on which the Royalty Holder is willing to consent to the vesting of the Royalty Agreement in Mantle.

Now therefore, for good and valuable consideration, Mantle and the Royalty Holder agree as follows:


- (a) The Royalty Holder consents to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle pursuant to the Vesting Order.
- (b) Mantle will pay \$50,000 to the Royalty Holder on account of the Monetary Arrears and the Royalty Holder agreeing to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle without requiring full payment from Mantle of the Monetary Arrears (the "**Mantle Payment**"), but without prejudice to any claim or entitlement of the Royalty Holder to the Monetary Arrears (less the Mantle Payment) as against JMB, or against 216 as a result of all liabilities of JMB being vested in 216, including the remaining Monetary Arrears. Mantle shall pay the Mantle Payment to the Royalty Holder promptly following the completion of the Transaction by wire transfer in accordance with wire transfer instructions provided by the Royalty Holder to Mantle.
- (c) Subject to paragraphs 5(b) to (e), the Royalty Holder shall have no claims against Mantle for the Monetary Arrears and as between Mantle and the Royalty Holder, the Royalty Agreement shall be deemed to be in good standing.
- (d) Mantle confirms that in accordance with Article VII of the Royalty Agreement, it will be solely responsible, including in its capacity as a registration holder, for all conservation and reclamation of the Royalty Lands, and that the obligations regarding conservation and reclamation do not constitute Monetary Arrears.
- (e) Mantle confirms that it will provide notice of change of corporate status (s. 2.1.6 of the *Code of Practice for Pits*) and become a *registered holder* in accordance with the provisions of the following: *Environmental Protection and Enhancement Act* R.S.A. 2000, c. E-12; *Conservation and Reclamation Regulation* Alberta Regulation 115/1993 as amended; *Activities Designation Regulation* Alberta Regulation 276/2003 as amended; *Approval and Registration Procedures Regulations* Alberta Regulation 113/93 as amended; and the *Code of Practice for Pits* (collectively the "**Reclamation Legislation**"), as applicable.
- (f) Paragraphs 5(a) to (e) of this amending agreement shall become effective upon the satisfaction or waiver (evidenced by written agreement of Mantle and the Royalty Holder) of the following conditions precedent, which shall be for the mutual benefit of both Mantle and the Royalty Holder:
 - (i) the Court shall have pronounced the Orders, which Orders shall not have been appealed, modified or set aside;
 - (ii) the Transaction shall have been completed;

- (iii) the Royalty Holder and Mantle shall have executed this amending agreement;
- (iv) the Liens shall have been discharged from title to the Royalty Lands; and
- (v) Mantle shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the forgoing.

Mantle Materials Group, Ltd.

By:



Byron Levkulich
President Director



Witness:

Jerry Shankowski

945441 Alberta Ltd.

By:

Jerry Shankowski
President and Sole Director



- (iv) the Liens shall have been discharged from title to the Royalty Lands; and
- (v) Mantle shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the forgoing.

Mantle Materials Group, Ltd.

By:

 Byron Levkulich
 President

Witness:

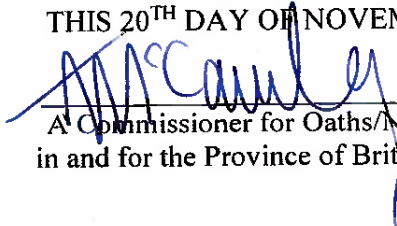
 Jerry Shankowski

945441 Alberta Ltd.

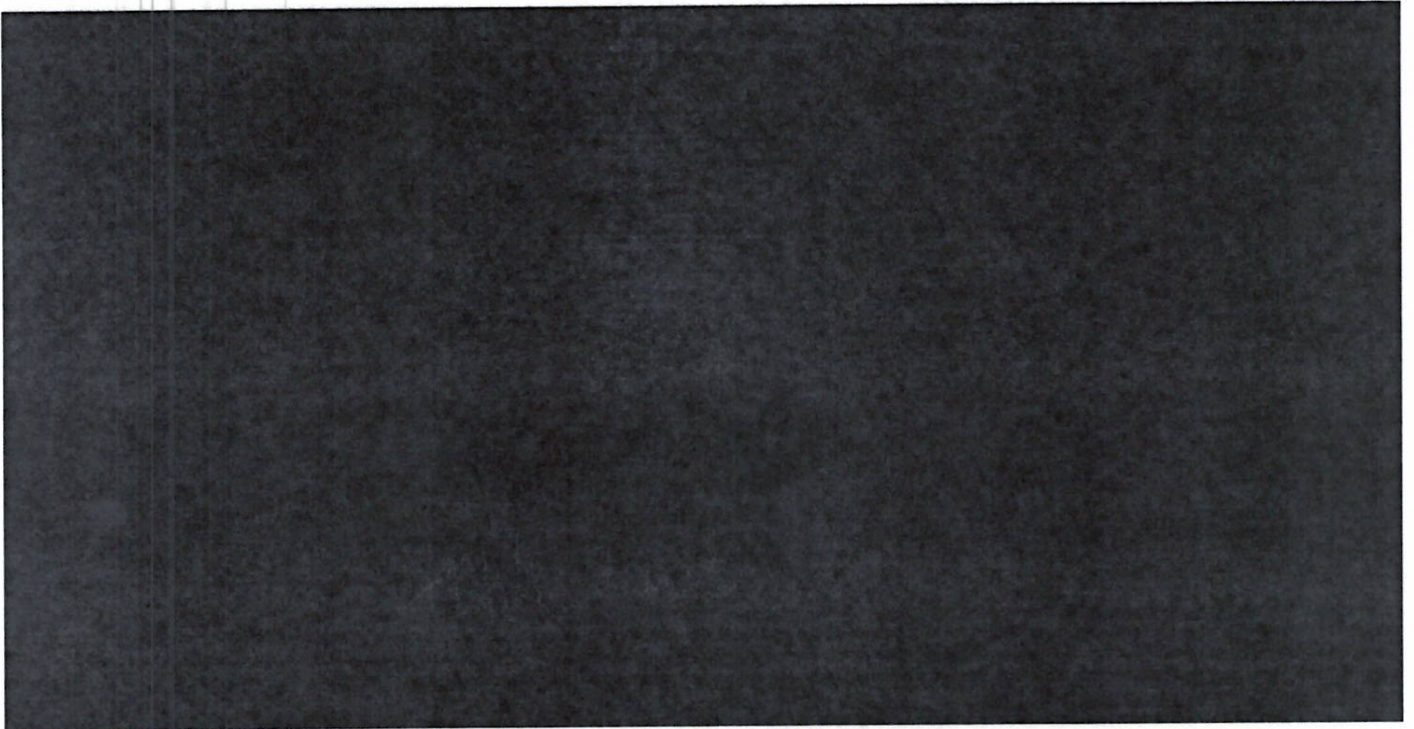
By:

 Jerry Shankowski
 President and Sole Director

THIS IS EXHIBIT "H" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B1
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From: Richard Hajduk <richard@hajdukllp.com>
Sent: October 20, 2020 6:41 AM
To: Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; Cumming, Tom <Tom.Cumming@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkyriakakis@mccarthy.ca>
Cc: Jerritt Pawlyk <JPawlyk@bmlp.ca>; Misty McTaggart <misty@hajdukllp.com>; Lauren Pearson <LPearson@bmlp.ca>; Jessica Van Mulligen <JVanMulligen@bmlp.ca>; Monica V. Tran <MTran@bmlp.ca>; Arjun Deol <ADeol@bmlp.ca>
Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good morning,

Please be advised that we will be seeking an adjournment of the application returnable for tomorrow. The basis of the adjournment is for the purposes of amending our current application or alternatively commencing a further application to be heard concurrently.

The amended or further application would be for the purposes of having the *Holdback Amount* (as that term is defined in the Order of Madame Justice K.M. Eidsvik dated May 20, 2020, the "Order"), declared to constitute trust funds and to have those trust funds further supplemented and contributed to as necessary to fully constitute the trust as contemplated by paragraph 26 of the Terms and Conditions Agreement entered into between the MD of Bonnyville and JMB made and effective the 1st day of November, 2013 (the "Bonnyville Contract").

The grounds of the foregoing application would include that:

- a. The Bonnyville Contract establishes a trust for the amounts paid to JMB by the MD of Bonnyville which trust funds are to be used for:

26. From the amounts paid to JMB by the MD, JMB is deemed to hold that part of them in trust which are required or needed to pay for any salaries, wages, compensation, overtime pay, statutory holiday pay, vacation pay, entitlements, employee and employer Canada Pension Plan contributions, employee and employer Employment Insurance contributions, Workers' Compensation premiums and assessments, income taxes, withholdings, GST and all costs directly or indirectly related to the Product and Services. JMB shall pay the foregoing from such trust funds.

- b. The term *Product* is defined in paragraph 1.e. of the Bonnyville Contract as follows:

"Product" means the production by JMB of the aggregate described in this Agreement which includes the crushing and cleaning of rock/gravel, and all related services whereby rock/gravel is made into usable crushed aggregate for the MD in accordance with the required specifications set out in this Agreement;

- c. The contemplated trust would include, at the very minimum, payment of the full amounts owing to Shankowski, RBEE Aggregates and J.R. Paine.
- d. Neither the court appointed Monitor nor JMB disclosed the substantive contents of the Bonnyville Contract to Shankowski, RBEE Aggregates or J.R. Paine until the Bonnyville Contract was first attached as an exhibit to the Affidavit of Jason Panter sworn October 9, 2020.
- e. Neither the court appointed Monitor nor JMB has previously disclosed the existence of the trust to the affected parties (being the beneficiaries of the trust) or to the Court.
- f. Any payment out of the *Funds* to JMB (as that term is defined in the Order) shall be fully accounted for and paid into Court to the amount required to properly establish the trust as contemplated by paragraph 26 of the Bonnyville Contract.
- g. All beneficiaries constituted by the trust shall be given notice of their potential interest in the trust and the right to apply for payment from the trust in accordance with their respective entitlements.
- h. Neither JMB nor the court-appointed Monitor, until the affidavits of Jason Planter sworn on October 9, 2020 (the "Planter Affidavit") and Blake Elyea sworn October 16, 2020 (the "Elyea Affidavit", advised that the nature of the *Work* supplied or that the *Materials* furnished was for the purposes of an improvement that related to road construction and maintenance.
- i. Section 7(1) of the Builders Lien Act provides:
- Highways and irrigation districts*
7(1) No lien exists with respect to a public highway or for any work or improvement caused to be done on it by a municipal corporation.
- j. Both JMB and the court-appointed Monitor would have previously had knowledge and been aware that no lien was maintainable as against the nature of the *improvements* and that the only recourse by the creditors of JMB would have been as beneficiaries under the aforementioned trust, to the extent of any corresponding entitlement thereunder.
- k. JMB (and as approved by the court-appointed Monitor), have obtained Orders from time to time in this proceedings which have prejudiced the interests of the beneficiaries under the trust.

- l. JMB has failed to act in good faith in these proceedings.
- m. Our formal brief in this matter was filed on October 7, 2020 and being previous to the disclosure of the Planter Affidavit and the Elyea Affidavit.
- n. The brief of JMB and the Elyea Affidavit (as well as notice that the Planter Affidavit would be relied on) was first received (via email) at 11:41 pm on October 16, 2020.
- o. The extensive brief of the court-appointed Monitor and the Monitor's Eighth Report to the Court was first received (via email) at 5:21 am on October 17, 2020.

The foregoing may include further grounds. If I have incorrectly stated any of the foregoing facts then kindly advise.

If you are objecting to the adjournment kindly advise as to the basis for same. In the event that you are not consenting to the adjournment I believe we should address how we will proceed to inform the Court of this issue.

If you are consenting to the adjournment think we should notify the Court as soon as possible regarding this request so that Justice Eidsvik does not waste further time preparing for tomorrows applications.

If your able to suggest an alternative resolution to the foregoing, then kindly advise.

I intend to proceed with the questionings scheduled for this afternoon.

I am available to discuss this matter this morning.

I look forward to your early response.

Kind regards.

Thank you.

Yours sincerely,

HAJDUK LLP
Per: Richard Hajduk
Barrister & Solicitor
Ph. 780-428-4258, ext. 238
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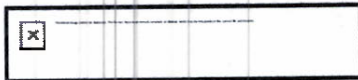
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From: "Gray, Alison" <Alison.Gray@gowlingwlg.com>
Date: Monday, October 19, 2020 at 9:31 AM
To: Richard Hajduk <richard@hajdukllp.com>, Jerritt Pawlyk <JPawlyk@bmlp.ca>, "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>, "Kyriakakis, Pantelis" <pkryiakakis@mccarthy.ca>
Cc: Misty McTaggart <misty@hajdukllp.com>, Lauren Pearson <LPearson@bmlp.ca>, Jessica Van Mulligen <JVanMulligen@bmlp.ca>, "Monica V. Tran" <MTran@bmlp.ca>, Arjun Deol <ADEol@bmlp.ca>
Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Great. I will get the court reporter booked asap.

Alison Gray
 Partner
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alison.gray@gowlingwlg.com



From: Richard Hajduk <richard@hajdukllp.com>
Sent: October 19, 2020 9:06 AM
To: Jerritt Pawlyk <JPawlyk@bmlp.ca>; Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkryiakakis@mccarthy.ca>
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Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

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Okay very good. I will await details of the virtual questioning.

Thank you.

Yours sincerely,

HAJDUK LLP
 Per: Richard Hajduk
 Barrister & Solicitor

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From: Jerritt Pawlyk <JPawlyk@bmlp.ca>
Date: Monday, October 19, 2020 at 8:26 AM
To: Richard Hajduk <richard@hajdukllp.com>, "Gray, Alison" <Alison.Gray@gowlingwlg.com>, "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>, "Kyriakakis, Pantelis" <pkryiakakis@mccarthy.ca>
Cc: Misty McTaggart <misty@hajdukllp.com>, Lauren Pearson <LPearson@bmlp.ca>, Jessica Van Mulligen <JVanMulligen@bmlp.ca>, "Monica V. Tran" <MTran@bmlp.ca>, Arjun Deol <ADeol@bmlp.ca>
Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

I may wish to question as well. I have not had time to evaluate that option fully at this point. If we start at 1pm, that should allow for the time, if needed.

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From: Richard Hajduk <richard@hajdukllp.com>
Sent: Monday, October 19, 2020 7:52 AM

To: Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkyriakakis@mccarthy.ca>; Jerritt Pawlyk <JPawlyk@bmlp.ca>
Cc: Misty McTaggart <misty@hajdukllp.com>
Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Good morning,

Can we start at 1:00 pm to make sure that we will have sufficient time. Please ensure that the court reporter will be able to have the transcripts available on an overnight basis.

Thank you.

Yours sincerely,

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From: "Gray, Alison" <Alison.Gray@gowlingwlg.com>
Date: Monday, October 19, 2020 at 7:23 AM
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Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Hi Richard,

Our Affiants can be available the afternoon of the 20th, beginning at about 2 pm. Let me know if this works for you and I can book a court reporter.

Best,

Alison Gray
 Partner
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alison.gray@gowlingwlg.com



From: Richard Hajduk <richard@hajdukllp.com>

Sent: October 18, 2020 12:43 PM

To: Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; Collins, Sean F. <scollins@MCCARTHY.CA>; Kyriakakis, Pantelis <pkryiakakis@mccarthy.ca>; deryck.helkaa@fticonsulting.com <deryck.helkaa@fticonsulting.com>; 'tom.powell@fticonsulting.com' <tom.powell@fticonsulting.com>; Clark, Mike <mike.clark@fticonsulting.com>; 'brandi.swift@fticonsulting.com' <brandi.swift@fticonsulting.com>; kmahar@millerthomson.com <kmahar@millerthomson.com>; tom.gusa@dentons.com <tom.gusa@dentons.com>; derek.pontin@dentons.com <derek.pontin@dentons.com>; rzahara@mltaikins.com <rzahara@mltaikins.com>; jill.medhurst@justice.gc.ca <jill.medhurst@justice.gc.ca>; tristen.cones@justice.gc.ca <tristen.cones@justice.gc.ca>; smatheson@fieldlaw.com <smatheson@fieldlaw.com>; dnowak@mltaikins.com <dnowak@mltaikins.com>; eforys@mltaikins.com <eforys@mltaikins.com>; terence@kmlawyers.net <terence@kmlawyers.net>; jkent@rmrf.com <jkent@rmrf.com>; rkrushelnitzky@fieldlaw.com <rkrushelnitzky@fieldlaw.com>; lmill@fieldlaw.com <lmiller@fieldlaw.com>; Harvey@chaitons.com <Harvey@chaitons.com>; jhockin@parlee.com <jhockin@parlee.com>; hfrydenlund@parlee.com <hfrydenlund@parlee.com>; pryzuk@millerthomson.com <pryzuk@millerthomson.com>; dreason@harrisonpensa.com <dreason@harrisonpensa.com>; rfarmer@bmlp.ca <rfarmer@bmlp.ca>; JPawlyk@bmlp.ca <JPawlyk@bmlp.ca>; tmckay@hklaw.ca <tmckay@hklaw.ca>; crussell@mross.com <crussell@mross.com>; gpiester@brownleelaw.com <gpiester@brownleelaw.com>; rkos@brownleelaw.com <rkos@brownleelaw.com>; Rodger Gibbs <rodger@hajdukllp.com>; Misty McTaggart <misty@hajdukllp.com>; cvshier@morrowtchir.ca <cvshier@morrowtchir.ca>; msimons@mccuaig.com <msimons@mccuaig.com>; cdgreschner@bryanco.com <cdgreschner@bryanco.com>; pstocco@brownleelaw.com <pstocco@brownleelaw.com>; dpeskett@smplp.ca <peter sond@bennettjones.com>; pgreep@rmrf.com <pgreep@rmrf.com>; james.reid@blakes.com <james.reid@blakes.com>; absecparties@avssystems.ca <absecparties@avssystems.ca>; mkuehne@stahlpeterbilt.com <mkuehne@stahlpeterbilt.com>; nobrien@edmkw.com <nobrien@edmkw.com>; Byron.levkulich@rlholdings.com <Byron.levkulich@rlholdings.com>; Tasha.Cherniwchan@cat.com <Tasha.Cherniwchan@cat.com>; Sherry.Pottie@cat.com <Sherry.Pottie@cat.com>; cameron.ferris@bmo.com <cameron.ferris@bmo.com>; riacovozzi@komatsuna.com <riacovozzi@komatsuna.com>; Brett.R.Ledingham@wellsfargo.com <Brett.R.Ledingham@wellsfargo.com>; en.ming.huang@vfsco.com <en.ming.huang@vfsco.com>; LFairbrother@strongco.com <LFairbrother@strongco.com>; gkenny@smsequip.com <gkenny@smsequip.com>; Benjamin.L.Cook@efleets.com <Benjamin.L.Cook@efleets.com>; mattsilvertrucking@gmail.com <mattsilvertrucking@gmail.com>; jim.scott@scottlaw.ca <jim.scott@scottlaw.ca>; skitz@county.stpaul.ab.ca <skitz@county.stpaul.ab.ca>; manoj.gupta@wcb.ab.ca <manoj.gupta@wcb.ab.ca>; ABurden@fieldlaw.com <ABurden@fieldlaw.com>; melissa.burkett@gov.ab.ca <melissa.burkett@gov.ab.ca>

Cc: Cumming, Tom <Tom.Cumming@gowlingwlg.com>; Gray, Alison <Alison.Gray@gowlingwlg.com>; Elms, Alyssa <Alyssa.Elms@gowlingwlg.com>; Doran, Katie <KDORAN@mccarthy.ca>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

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Thank you for your response. Kind regards.

Yours sincerely,

HAJDUK LLP
 Per: Richard Hajduk
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 Fax. 780-425-9439
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From: "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>
 Date: Sunday, October 18, 2020 at 12:42 PM
 To: Richard Hajduk <richard@hajdukllp.com>, "Collins, Sean F." <scollins@MCCARTHY.CA>, "Kyriakakis, Pantelis" <pkiriakakis@mccarthy.ca>, "deryck.helkaa@fticonsulting.com" <deryck.helkaa@fticonsulting.com>, "tom.powell@fticonsulting.com" <tom.powell@fticonsulting.com>, "Clark, Mike" <mike.clark@fticonsulting.com>, "brandi.swift@fticonsulting.com" <brandi.swift@fticonsulting.com>, "kmahar@millerthomson.com" <kmahar@millerthomson.com>, "tom.gusa@dentons.com" <tom.gusa@dentons.com>, "derek.pontin@dentons.com" <derek.pontin@dentons.com>, "rzahara@mltaikins.com" <rzahara@mltaikins.com>, "jill.medhurst@justice.gc.ca" <jill.medhurst@justice.gc.ca>, "tristen.cones@justice.gc.ca" <tristen.cones@justice.gc.ca>, "smatheson@fieldlaw.com" <smatheson@fieldlaw.com>, "dnowak@mltaikins.com" <dnowak@mltaikins.com>, "eforys@mltaikins.com" <eforys@mltaikins.com>, "terence@kmlawyers.net" <terence@kmlawyers.net>, "jkent@rmrf.com" <jkent@rmrf.com>, "rkrushelnitzky@fieldlaw.com" <rkrushelnitzky@fieldlaw.com>, "lmiller@fieldlaw.com" <lmiller@fieldlaw.com>, "Harvey@chaitons.com" <Harvey@chaitons.com>, "jhockin@parlee.com" <jhockin@parlee.com>, "hfrydenlund@parlee.com" <hfrydenlund@parlee.com>, "pryzuk@millerthomson.com" <pryzuk@millerthomson.com>, "dreason@harrisonpensa.com" <dreason@harrisonpensa.com>, "rfarmer@bmlp.ca" <rfarmer@bmlp.ca>, "JPawlyk@bmlp.ca" <JPawlyk@bmlp.ca>, "tmckay@hklaw.ca" <tmckay@hklaw.ca>, "crussell@mross.com" <crussell@mross.com>, "gplester@brownleelaw.com" <gplester@brownleelaw.com>, "rkos@brownleelaw.com" <rkos@brownleelaw.com>, Rodger Gibbs <rodger@hajdukllp.com>, Misty McTaggart <misty@hajdukllp.com>, "cvshier@morrowtchir.ca" <cvshier@morrowtchir.ca>, "msimons@mccuaig.com" <msimons@mccuaig.com>, "cdgreschner@bryanco.com"

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 Cc: "Cumming, Tom" <Tom.Cumming@gowlingwlg.com>, "Gray, Alison" <Alison.Gray@gowlingwlg.com>,
 "Elms, Alyssa" <Alyssa.Elms@gowlingwlg.com>, "Doran, Katie" <KDORAN@mccarthy.ca>
Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482];
 Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Hi Richard:

We acknowledge your request and are in the process of coordinating timing. We will be in touch shortly.

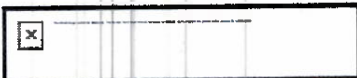
Kind regards,
 Caireen

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 Partner

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From: Richard Hajduk <richard@hajdukllp.com>

Sent: October 18, 2020 12:36 PM

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 <kmahar@millertthomson.com>; 'tom.gusa@dentons.com' <tom.gusa@dentons.com>; 'derek.pontin@dentons.com'
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 <jill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca' <tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com'
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 'JPawlyk@bmlp.ca' <JPawlyk@bmlp.ca>; 'tmckay@hklaw.ca' <tmckay@hklaw.ca>; 'crussell@mross.com'
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 'melissa.burkett@gov.ab.ca' <melissa.burkett@gov.ab.ca>

Cc: Cumming, Tom <Tom.Cumming@gowlingwlw.com>; Gray, Alison <Alison.Gray@gowlingwlw.com>; Elms, Alyssa
 <Alyssa.Elms@gowlingwlw.com>; Doran, Katie <KDORAN@mccarthy.ca>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application
 before Justice Eidsvik on October 22, 2020 at 10:00 am

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Good Morning,

I confirm that I am legal counsel for Jerry Shankowski and 945441 Alberta Ltd. I further confirm that I require to question both Mr. Jason Panter on his affidavit sworn October 9, 2020 and Mr. Blake Elyea on his affidavit sworn October 16, 2020. I am available to conduct the questionings on either October 20th or 21st. I have attached my previous email request dated October 17, 2020.

Please be advised that unless I am given opportunity to question the above deponents as requested, I will be seeking an adjournment of the application returnable for October 22, 2020. I note that first time notice was given that you would be relying on the above affidavits was in your email dated October 16, 2020 of 11:41 pm.

I look forward to your early response.

Thank you.

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk

Barrister & Solicitor

Ph. 780-428-4258, ext. 238

Fax. 780-425-9439

TF: 800-749-9989, ext. 238



Edmonton - #202 Platinum Place, 10120 - 118 Street NW, Edmonton, Alberta, T5K 1Y4 Phone: (780) 428-4258 or (800) 749-9989 (Toll-Free in Alberta) Fax: (780) 425-9439

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From: "Hanert, Caireen" <Caireen.Hanert@gowlingwlg.com>

Date: Sunday, October 18, 2020 at 12:22 PM

To: "Collins, Sean F." <scollins@MCCARTHY.CA>, "Kyriakakis, Pantelis" <pkyriakakis@mccarthy.ca>, "deryck.helkaa@fticonsulting.com" <deryck.helkaa@fticonsulting.com>, "tom.powell@fticonsulting.com" <tom.powell@fticonsulting.com>, "Clark, Mike" <mike.clark@fticonsulting.com>, "brandi.swift@fticonsulting.com" <brandi.swift@fticonsulting.com>, "kmahar@millerthomson.com" <kmahar@millerthomson.com>, "tom.gusa@dentons.com" <tom.gusa@dentons.com>, "derek.pontin@dentons.com" <derek.pontin@dentons.com>, "rzahara@mltaikins.com" <rzahara@mltaikins.com>, "jill.medhurst@justice.gc.ca" <jill.medhurst@justice.gc.ca>, "tristen.cones@justice.gc.ca" <tristen.cones@justice.gc.ca>, "smatheson@fielddlaw.com" <smatheson@fielddlaw.com>, "dnowak@mltaikins.com" <dnowak@mltaikins.com>, "eforys@mltaikins.com" <eforys@mltaikins.com>, "terence@kmlawyers.net" <terence@kmlawyers.net>, "jkent@rmrf.com" <jkent@rmrf.com>, "rkrushelnitzky@fielddlaw.com" <rkrushelnitzky@fielddlaw.com>, "lmiller@fielddlaw.com" <lmiller@fielddlaw.com>, "Harvey@chaitons.com" <Harvey@chaitons.com>, "jhockin@parlee.com" <jhockin@parlee.com>, "hfrydenlund@parlee.com" <hfrydenlund@parlee.com>, "pryzuk@millerthomson.com" <pryzuk@millerthomson.com>, "dreason@harrisonpensa.com" <dreason@harrisonpensa.com>, "rfarmer@bmlp.ca" <rfarmer@bmlp.ca>, "JPawlyk@bmlp.ca" <JPawlyk@bmlp.ca>, "tmckay@hklaw.ca" <tmckay@hklaw.ca>, "crussell@mross.com" <crussell@mross.com>, "gplester@brownleelaw.com" <gplester@brownleelaw.com>, "rkos@brownleelaw.com" <rkos@brownleelaw.com>, Richard Hajduk <richard@hajdukllp.com>, Rodger Gibbs <rodger@hajdukllp.com>, Misty McTaggart <misty@hajdukllp.com>, "cvshier@morrowtchir.ca" <cvshier@morrowtchir.ca>, "msimons@mccuaig.com" <msimons@mccuaig.com>, "cdgreschner@bryanco.com" <cdgreschner@bryanco.com>, "pstocco@brownleelaw.com" <pstocco@brownleelaw.com>, "dpeskett@smplp.ca" <dpeskett@smplp.ca>, "petersond@bennettjones.com" <petersond@bennettjones.com>, "pgreep@rmrf.com" <pgreep@rmrf.com>, "james.reid@blakes.com" <james.reid@blakes.com>, "absecparties@avssystems.ca" <absecparties@avssystems.ca>, "mkuehne@stahlpeterbilt.com" <mkuehne@stahlpeterbilt.com>, "nobrien@edmkw.com" <nobrien@edmkw.com>, "Byron.levkulich@rlholdings.com" <Byron.levkulich@rlholdings.com>, "Tasha.Cherniwchan@cat.com" <Tasha.Cherniwchan@cat.com>, 'Sherry Pottie' <Sherry.Pottie@cat.com>, "cameron.ferris@bmo.com" <cameron.ferris@bmo.com>, "riacovozzi@komatsuna.com" <riacovozzi@komatsuna.com>, "Brett.R.Ledingham@wellsfargo.com"

<Brett.R.Ledingham@wellsfargo.com>, "en.ming.huang@vfsc.com" <en.ming.huang@vfsc.com>, "LFairbrother@strongco.com" <LFairbrother@strongco.com>, "gkenny@smsequip.com" <gkenny@smsequip.com>, "Benjamin.L.Cook@efleets.com" <Benjamin.L.Cook@efleets.com>, "mattsilvertrucking@gmail.com" <mattsilvertrucking@gmail.com>, "jim.scott@scottlaw.ca" <jim.scott@scottlaw.ca>, "skitz@county.stpaul.ab.ca" <skitz@county.stpaul.ab.ca>, "manoj.gupta@wcb.ab.ca" <manoj.gupta@wcb.ab.ca>, "ABurden@fieldlaw.com" <ABurden@fieldlaw.com>, "melissa.burkett@gov.ab.ca" <melissa.burkett@gov.ab.ca>
Cc: "Cumming, Tom" <Tom.Cumming@gowlingwl.com>, "Gray, Alison" <Alison.Gray@gowlingwl.com>, "Elms, Alyssa" <Alyssa.Elms@gowlingwl.com>, "Doran, Katie" <KDORAN@mccarthy.ca>
Subject: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482];
 Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Good morning:

Further to my note below, please find attached Mr. Elyea's sworn Affidavit. We will provide proof of filing in due course.

Kind regards,
 Caireen

Caireen E. Hanert

Partner

T +1 403 298 1992

M +1 403 804 5620

caireen.hanert@gowlingwl.com



From: Hanert, Caireen <Caireen.Hanert@gowlingwl.com>

Sent: October 16, 2020 11:40 PM

To: 'Collins, Sean F.' <scollins@MCCARTHY.CA>; 'Kyriakakis, Pantelis' <pkiriakakis@mccarthy.ca>; 'deryck.helkaa@fticonsulting.com' <deryck.helkaa@fticonsulting.com>; 'tom.powell@fticonsulting.com' <tom.powell@fticonsulting.com>; 'Clark, Mike' <mike.clark@fticonsulting.com>; 'brandi.swift@fticonsulting.com' <brandi.swift@fticonsulting.com>; 'kmahar@millertomson.com' <kmahar@millertomson.com>; 'tom.gusa@dentons.com' <tom.gusa@dentons.com>; 'derek.pontin@dentons.com' <derek.pontin@dentons.com>; 'rzahara@maitkins.com' <rzahara@maitkins.com>; 'jill.medhurst@justice.gc.ca' <jill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca' <tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com' <smatheson@fieldlaw.com>; 'dnowak@maitkins.com' <dnowak@maitkins.com>; 'eforys@maitkins.com' <eforys@maitkins.com>; 'terence@kmlawyers.net' <terence@kmlawyers.net>; 'jkent@rmrf.com' <jkent@rmrf.com>; 'rkrushelnitzky@fieldlaw.com' <rkrushelnitzky@fieldlaw.com>; 'imiller@fieldlaw.com' <imiller@fieldlaw.com>; 'Harvey@chaitons.com' <Harvey@chaitons.com>; 'jhockin@parlee.com' <jhockin@parlee.com>; 'hfrydenlund@parlee.com' <hfrydenlund@parlee.com>; 'pryzuk@millertomson.com' <pryzuk@millertomson.com>; 'dreason@harrisonpensa.com' <dreason@harrisonpensa.com>; 'rfarmer@bmlp.ca' <rfarmer@bmlp.ca>; 'JPawlyk@bmlp.ca' <JPawlyk@bmlp.ca>; 'tmckay@hklaw.ca' <tmckay@hklaw.ca>; 'crussell@mross.com' <crussell@mross.com>; 'gplester@brownleelaw.com' <gplester@brownleelaw.com>; 'rkos@brownleelaw.com' <rkos@brownleelaw.com>; 'r.hajduk@hajdukandgibbs.com' <r.hajduk@hajdukandgibbs.com>; 'r.gibbs@hajdukandgibbs.com' <r.gibbs@hajdukandgibbs.com>; 'm.mctaggart@hajdukandgibbs.com' <m.mctaggart@hajdukandgibbs.com>; 'cvshier@morrowtchir.ca' <cvshier@morrowtchir.ca>; 'msimons@mccuaig.com' <msimons@mccuaig.com>; 'cdgreschner@bryanco.com' <cdgreschner@bryanco.com>; 'pstocco@brownleelaw.com' <pstocco@brownleelaw.com>

<pstocco@brownleelaw.com>; ddeskett@smpllp.ca; 'petersond@bennettjones.com' <petersond@bennettjones.com>; 'pgreep@rmrf.com' <pgreep@rmrf.com>; 'james.reid@blakes.com' <james.reid@blakes.com>; 'absecparties@avssystems.ca' <absecparties@avssystems.ca>; 'mkuehne@stahlpeterbilt.com' <mkuehne@stahlpeterbilt.com>; 'nobrien@edmkw.com' <nobrien@edmkw.com>; 'Byron.levkulich@rlholdings.com' <Byron.levkulich@rlholdings.com>; 'Tasha.Cherniwchan@cat.com' <Tasha.Cherniwchan@cat.com>; 'Sherry Pottie' <Sherry.Pottie@cat.com>; 'cameron.ferris@bmo.com' <cameron.ferris@bmo.com>; 'riacovozi@komatsuna.com' <riacovozi@komatsuna.com>; 'Brett.R.Ledingham@wellsfargo.com' <Brett.R.Ledingham@wellsfargo.com>; 'en.ming.huang@vfsc.com' <en.ming.huang@vfsc.com>; 'LFairbrother@strongco.com' <LFairbrother@strongco.com>; 'gkenny@smsequip.com' <gkenny@smsequip.com>; 'Benjamin.L.Cook@efleets.com' <Benjamin.L.Cook@efleets.com>; 'mattsilvertrucking@gmail.com' <mattsilvertrucking@gmail.com>; 'jim.scott@scottlaw.ca' <jim.scott@scottlaw.ca>; 'skitz@county.stpaul.ab.ca' <skitz@county.stpaul.ab.ca>; 'manoj.gupta@wcb.ab.ca' <manoj.gupta@wcb.ab.ca>; 'ABurden@fieldlaw.com' <ABurden@fieldlaw.com>; 'melissa.burkett@gov.ab.ca' <melissa.burkett@gov.ab.ca>

Cc: Cumming, Tom <Tom.Cumming@gowlingwlg.com>; Gray, Alison <Alison.Gray@gowlingwlg.com>; Elms, Alyssa <Alyssa.Elms@gowlingwlg.com>

Subject: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application before Justice Eidsvik on October 22, 2020 at 10:00 am

All:

In advance of the upcoming application before Justice K.M. Eidsvik on October 22, 2020 at 10:00 am, please find enclosed for service upon you the following documents:

1. Affidavit of Blake Elyea, to be sworn; and
2. Brief of JMB Crushing Systems Inc.

We are in the process of having the Affidavit sworn by our client and will provide the sworn copy as soon as possible.

We will provide you with our proof of filing in due course.

Kind regards,
Caireen

Caireen E. Hanert
Partner
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M +1 403 804 5620
caireen.hanert@gowlingwlg.com



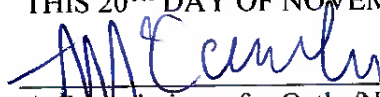
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THIS IS EXHIBIT "1" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020



A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772





October 23, 2020

Hajduk LLP
 #202 Platinum Place
 10120 - 118 Street NW
 Edmonton, Alberta T5K 1Y4

Thomas Cumming
 Direct +1 403 298 1938
 tom.cumming@gowlingwlg.com

Attention: Mr. Richard Hajduk

Dear Mr. Hajduk:

**Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. under the Companies' Creditors Arrangement Act (the "CCA")
 Court File No. 2001-05482**

We have reviewed your six emails sent on October 20, 2020. We do not agree that either JMB Crushing Systems Inc. ("**JMB**") or FTI Consulting Canada Inc., in its capacity as monitor of JMB and 2161889 Alberta Ltd. (in such capacity, the "**Monitor**"), has in any way acted improperly towards your client Jerry Shankowski ("**JS**"). Further, we have serious concerns with respect to your suggestion that it would be appropriate to appeal the Sale Approval and Vesting Order and Reverse Vesting Order on the basis that the former includes the aggregate royalty agreement dated October 29, 2018 (the "**Royalty Agreement**") between JMB and JS, and the latter somehow prejudices any trust obligations of JMB in accordance therewith.

Your suggestion that the Reverse Vesting Order prejudices your client in any way is incorrect. To the extent your client has any rights or claims against JMB, they are expressly transferred to and are preserved as against 216. This was acknowledged and confirmed at the October 16, 2020 application.

You state that the nature of the work supplied or materials furnished was not disclosed until the Affidavits of Jason Planter sworn October 9, 2020 and Blake Elyea sworn October 16, 2020 were served on you. This is not accurate.

- (a) In paragraph 33 of the Affidavit of Jeff Buck sworn April 16, 2020, the MD of Bonnyville Supply Agreement was identified as a material contract, and the purpose of the contract was for the production, hauling and stockpiling of crushed aggregate materials for use in road construction.
- (b) Paragraph 3(c) of the Order – Lien Claims – MD of Bonnyville of the Honourable Madam Justice K.M. Eidsvik pronounced on May 20, 2020 (the "**Bonnyville Order**"), which governed the process under which lien claims were to be determined, identified the supply agreement dated November 1, 2013 (the "**Supply Agreement**") between the Municipal District of Bonnyville No. 87 ("**MDB**") and JMB, and clearly tied "Work" or "Product" as defined in the Supply Agreement to the definition of a "Lien" for the purposes of the Bonnyville Order. It was therefore clearly a relevant document to the lien claim process contemplated thereby. This is why other parties required a copy of the Supply Agreement, and were promptly provided it by the Monitor.



- (c) The onus is on JS to establish that he has a lien, which requires him to obtain such information as is necessary in order to provide evidence of and establish the lien claim.
- (d) A copy of the Supply Agreement was attached to the Affidavit of Jason Planter sworn October 9, 2020 that was served on you and all other counsel listed on the Service List on October 9, 2020. That Affidavit was directly relevant to the application on October 16, 2020 to remove the lien registered by R BEE Aggregate Consulting Ltd. ("R BEE") against JS's lands, and therefore would have to have been reviewed by you in order to prepare for that application.
- (e) Following the issuance of the Bonnyville Order, the Supply Agreement was promptly made available to any party that requested it. It is not the responsibility of JMB or the Monitor to provide information to parties who do not request it.
- (f) The lien claim of JS against the aggregate storage premises of MDB is in our view and the view of the Monitor invalid for many reasons, including the following:
 - (i) the storage premises was not "improved" by the stockpiling of aggregate thereon, and JS has neither supplied materials or performed work to improve such premises; and
 - (ii) as the holder of a *profit à prendre* in JS's lands pursuant to the Royalty Agreement, upon extracting aggregate from such lands, the aggregate is the property of JMB, and therefore it is JMB that delivered materials to MDB's storage premises. Hence, even if such delivery was somehow an improvement to such premises, which it is not, JS was not the party that delivered the aggregate.
- (g) As far as we are aware, JS did not register a lien against any public highway to be improved by the aggregate. Instead, he registered his lien against the yard in which the aggregate is being stored. Section 7 of the *Builders' Lien Act* only precludes registering liens against public highways. Presumably, that is why you registered against MDB's storage yard. Section 7 is not relevant to the question of whether a lien can be registered against lands that are not improved by work or materials. The issue with the lien registered by JS against MDB's storage yard was that such yard was not improved, not that it was a public highway.

We also reject your assertion that JMB and the Monitor have not been acting in good faith. Indeed, JMB, with the support of the Monitor, applied for and obtained the Bonnyville Order in order to ensure that amounts payable by MDB to JMB under the Supply Agreement were paid and sufficient amounts were retained in trust from such funds to pay any lien claims advanced within the time limit required by the Bonnyville Order. The Bonnyville Order was expressly intended to protect the interests of potential claimants pending a determination of the validity of their claims. Further, each person claiming a lien was required to deliver to the Monitor a Lien Notice, the form of which is attached as Schedule "A" to the Bonnyville Order. Paragraph 4 of the Lien Notice requires the claimant to set out the full particulars of its builders' lien claim or subrogated claim, including all applicable contracts, 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 lien served by the claimant. The onus was on JS, in other words, to gather the evidence



necessary to support its claim. Notwithstanding this onus, however, we note that where other parties requested from the Monitor or JMB information they required to support their claims, either the Monitor or JMB promptly provided them with that information. We also note that in any proceeding under the *Builders' Lien Act*, parties claiming a lien would have the burden of establishing the validity of their claim and their lien.

We do not agree with your assertion that the claim of JS against JMB is protected by a trust under paragraph 26 of the Supply Agreement. JMB and its subcontractors are the only parties that provided aggregate. JS did not directly or indirectly haul or stockpile aggregate or do any other act required to be done to give effect to the Supply Agreement. The Royalty Agreement granted to JMB a *profit à prendre*, as noted above, with respect to the gravel extracted, and therefore as soon as the gravel was extracted, it was owned by JMB. Hence, JS could not have delivered aggregate because the aggregate that it owns remains in the ground.

In the letter agreement dated as of October 14, 2020 (the "**Letter Agreement**") between Mantle Materials Group, Ltd. ("**Mantle**") and JS, JS consented to the vesting in Mantle of the right, title and interest of JMB in and to the Royalty Agreement pursuant to the Approval and Vesting Order. Among other things, it was a condition of the Letter Agreement that the liens registered by R BEE Aggregate Consulting Ltd. and J.R. Paine & Associates Ltd. against JS's lands be discharged. Those liens were discharged in the application on October 16, 2020. You made arguments in support of that application, and advised the Court that JS had granted JMB a *profit à prendre*. If JS seeks to appeal the Approval and Vesting Order, JS will be in breach of his obligations under the Letter Agreement.

Finally, you requested by email dated October 20, 2020 a long list of information. The first three items have been confirmed by the Monitor's counsel. I note that much of the information that you have requested in paragraphs 4, 6, 7 and 8 ought to have been previously requested, as it would appear to be directly relevant to supporting the lien that is being claimed of your client. While it is entirely inappropriate two days before the scheduled hearing to request such information, we are reviewing the information request and will attempt to provide the information to you as soon as possible.

Any delay in the completion of the transactions contemplated by the Asset Purchase Agreement dated September 28, 2020 between JMB, 216 and Mantle will be extremely prejudicial to those parties and to other stakeholders in the estates of JMB and 216. Therefore, JMB, 216 and Mantle intend to close these transactions as soon as possible. If your client seeks leave to appeal the Approval and Vesting Order and Reverse Vesting Order, we are instructed to oppose such application and seek costs against your client. Further, absent an interim order staying the Approval and Vesting Order and Reverse Vesting Order, JMB, 216 and Mantle intend to proceed with the completion of those transactions.


Yours truly,
Gowling WLG (Canada) LLP


Thomas Cumming

TSC:km



THIS IS EXHIBIT "J" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020



A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772

Subcontractor AP related to MD Bonnyville Supply Agreement		30-Apr-20			
As At:					
Vendor	Invoice Amount Including GST	MD 2020 Contract	MD 2019 Contract	Invoice Amount including GST	Total
JR Paine & Associates	64,207.50	64,207.50	-	-	64,207.50
Rbee Aggregates & Consulting Ltd.	1,270,791.71	1,270,791.71	-	-	1,270,791.71
1223209 Alberta Ltd. (TJ Sagoo Transport)	2,617.84	2,617.84	-	-	2,617.84
Martushev Logging Ltd.	4,455.96	4,455.96	-	-	4,455.96
Matt Silver Trucking Ltd.	11,311.93	11,311.93	3,387.35	3,387.35	14,699.28
Shamrock Valley Enterprises Ltd.	17,906.62	17,906.62	1,062.94	1,062.94	18,969.56
UAV Imaging Inc.	5,412.75	5,412.75	-	-	5,412.75
945441 Alberta Ltd. (1)	443,797.18	443,797.18	112,337.95	112,337.95	556,135.13
JMKD Trucking			1,456.53	1,456.53	1,456.53
Renegade Gas & Oilfield Services Ltd.			1,856.26	1,856.26	1,856.26
StraightVac Services Ltd.			2,904.17	2,904.17	2,904.17
	1,820,501.49	1,820,501.49	123,005.20	123,005.20	1,943,506.68
*the only amounts payable in connection with the supply of aggregate to the MD yard was under the Havener Royalty Agreement for the 2018 contract year which is approximately \$400,000.00					

2019 Amount includes \$7,841.40 relating to 2015 MD Contract Shortfall (1,867MT)

THIS IS EXHIBIT "K" REFERRED TO IN
THE AFFIDAVIT OF BLAKE ELYEA
SWORN BEFORE ME
THIS 20TH DAY OF NOVEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



AGGREGATES ROYALTY AGREEMENT

This **EXCLUSIVE AGREEMENT** is made as of the 29 day of October, AD 2018

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

And

Jerry Shankowski (945441 Alberta Ltd.)
(full names and/or complete company name)

7727 81 Avenue Edmonton, AB T6C 0V4
(full postal address)

(hereinafter referred to as "the Vendor")

WHEREAS the Vendor is the Registered Owner of
(registered owner, purchaser, lessee or otherwise)

SW 21-56-7-W4

(legal land description)

(hereinafter referred to as "the Lands") shown outlined on the plan contained herein and said to contain
160 Hectares (160 Acres) more or less,

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual terms and conditions hereinafter contained, JMB and the Vendor agree as follows:

ARTICLE I DEFINITIONS

In this Agreement:

1. "Aggregates" means, with respect to naturally occurring unprocessed material considered in bulk as mixtures of particles of different sizes, those materials commonly referred to as boulders, cobbles, gravel, sand and silt and all other granular materials of little or no plasticity such as are commonly used in the surfacing of roads and the construction of drainage works.
2. "Gravel" means that the type of Aggregate such that, on average, half or less by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.
3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.

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 V MEASUREMENT OF AGGREGATES

Aggregates will normally be measured by weight for the purpose of Royalty Payment unless, in JMB's opinion, to do so would be impractical, in which case measurements shall be by volumes determined by cross-section or truck-box methods. Where necessary, conversions from volume to weight, and vice versa, shall be made using a factor of 1.632 tonnes per cubic meter for gravel and a factor of 1.365 tonnes per

cubic meter for sand, or a factor of 1.24 tonnes per cubic yard for gravel and a factor of 0.836 tonnes per cubic yard of sand.

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

1. Unaccepted materials stripped from the Lands or rejected during processing.
2. Materials such as silt, sand, gravel, oil, lime cement or other additives brought to the Lands by JMB.
3. The right of access to and from the Lands.
4. Any other damage or injuries that may be done to the Lands or improvements, if any, during the term of this agreement.

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

1. JMB undertakes to make any necessary application for Development and Reclamation approval to Alberta Environment and local authorities insofar as JMB operations.
2. JMB shall carry out reclamation of the Lands as may be directed by the Minister of the Environment or his agents under such Acts and Regulations as may from time to time be in effect. Such reclamation shall be limited to that occasioned by land disturbances resulting from JMB's operations.

ARTICLE VIII ADDITIONAL CONDITIONS

(if none, write 'none').

- JMB is responsible for all county fees associated with gravel removal.
- JMB will remove a minimum of 100,000 tonnes per year upon approval of Code of Practice by Alberta Environment.
- JMB will utilize the existing large elimination pile located in the SW corner of the property to;
 - Incorporate as much as possible into Des 2 Class 20 or Des 4 Class 20
 - Incorporate as much as possible into Des 2 Class 40 and Des 4 Class 20
- JMB is committed to process 50,000 tonnes of the above noted elimination pile in 2019
- JMB agrees to a royalty increase of \$0.50/tonne for all products on October 29, 2020 and to a royalty review every two years thereafter.
- JMB will only sell asphalt or rock products from this pit with prior consent of the owner. Royalty base rate for asphalt and rock products would be \$5.00/tonne for 2019 and be subject to the same royalty increase in 2020 and review every two years thereafter.
- This royalty agreement replaces any previous JMB/Shankowski royalty agreements
- JMB has the first right to purchase the property should the owner choose to sell the property

ARTICLE IX REMAINING STOCKPILES

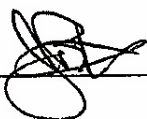
Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them.

ARTICLE X TERM OF THIS AGREEMENT


The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours on the 29 of October, AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above.

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

JMB CRUSHING SYSTEMS ULC

PER: 

EXECUTED BY THE VENDORS:

PER: 

PER _____

