

COURT FILE NUMBER 2001-05482

COURT JUDICIAL CENTRE COURT OF QUEEN'S BENCH OF ALBERTA CALGARY

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

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

Clerk's Stamp

APPLICANTS JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.

DOCUMENT **AFFIDAVIT OF JERRY SHANKOWSKI**

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

**AFFIDAVIT OF JERRY SHANKOWSKI SWORN AUGUST 10, 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"), another claimant, and as such I have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief. I and 945411 are sometimes collectively referred to in this Affidavit as the "Applicants".

2. Other capitalized terms in this Affidavit have the meanings ascribed in the Order granted in this Action on May 20, 2020, by the Honourable Justice K.M. Eidsvik ("Eidsvik J."), staying builders' lien claims under the *Builders' Lien Act (Alberta)* ("BLA") regarding the "Contract" between JMB and the Municipal District of Bonnyville No. 87 ("MD of Bonnyville") and establishing a separate protocol for the determination of such Lien Claims (the "Eidsvik May 20 Order").
3. 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 lead 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 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 am the registered owner of the lands personally, I carry on business through 945441 and hold the lands in trust for 945441.
4. 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.
5. Attached and marked **Exhibit "B"** to this my Affidavit is a true copy of the Eidsvik May 20 Order.
6. Attached and marked **Exhibit "C"**, collectively, are the Lien Claim and Affidavit submitted to the Monitor on behalf of myself and 945411 on or about May 25, 2020 pursuant to the Eidsvik May 20 Order, advancing a Lien Claim against the monies paid to the Monitor by the MD of Bonnyville and standing in place of the Lands.
7. Attached and marked **Exhibit "D"** to this my Affidavit is a true copy of a Determination Notice issued by the Monitor, FTI Consulting Canada Inc. (the "Monitor") regarding the Lien Claim of myself and 945411 against the Lands of the MD of Bonnyville.
8. The Eidsvik May 20 Order set 5:00 p.m. (Calgary time) on June 1, 2020 as the "Claims Bar Date".
9. A considerable amount of the aggregate supplied by JMB to the MD of Bonnyville pursuant to the Contract were extracted from the lands of the Applicants and JMB is owed monies by the MD of Bonnyville in respect of such aggregate supplied, and the Applicants are owed royalties in respect of the portion of the aggregate supplied which

was extracted from the lands of the Applicants, myself and 945411. The amounts are set out in the sheets attached to my Affidavit which was attached to and submitted to the Monitor with the Lien Claim of the Applicants.

10. Without the aggregate removed from the lands of the Applicants, JMB would not have been able to supply as much aggregate to the MD of Bonnyville as it did and would therefore not be owed as much by the MD of Bonnyville as it currently is.
11. I believe that JMB will be unjustly enriched to the detriment of the Applicants if the Lien Claim of the Applicants is rejected and that there is no juristic reason for the enrichment.
12. I believe that the MD of Bonnyville is an "owner" of the Lands within the meaning of the *BLA*, and specifically, that the MD of Bonnyville requested JMB to supply aggregate for incorporation into the Lands or other lands of the MD of Bonnyville, and that, due to their Aggregates Royalty Agreement with JMB, the Applicants have supplied some of the aggregate that JMB in turn supplied to the MD of Bonnyville. In this regard, I believe that JMB is a "contractor" of the MD of Bonnyville or an agent of the MD of Bonnyville and the Applicants are entitled to a lien as having supplied aggregate to JMB, a contractor or agent of the owner, for JMB to further supply to the MD of Bonnyville.
13. I am advised by Hajduk and do verily believe that it is implicit in the Eidsvik May 20 Order that JMB had a valid builders' lien claim against the Lands of the MD of Bonnyville, and that other parties who may have supplied materials or services regarding the Contract may also have valid builders' lien claims against the Lands;
14. I am advised by Hajduk and do verily believe that the Monitor erred in law or in fact or in mixed law and fact in rejecting the Lien Claim of the Applicants pursuant to the Eidsvik May 20 Order on the following grounds:
  - a. By finding that the Applicants' Lien Claim is not a valid Lien or Lien Claim for the reasons given, namely that:
    - (i) "it does not relate to work done or materials supplied on or in respect of an improvement; and",
    - (ii) "it was not registered against the Lands or any lands owned by the MD of Bonnyville;"
  - b. Neither of the stipulated reasons are correct in fact or in law, and are contrary to the spirit, intent and terms of the Eidsvik May 20 Order and the *BLA*;
  - c. The Eidsvik May 20 Order does not require a Lien Claim to have been registered against the Lands or any lands owned by the MD of Bonnyville, and specifically contemplated and authorized Lien Claims that were not so registered;

- d. The Applicant's Lien Claim was provided to the Monitor prior to the Claims Bar Date, and specifically, on or about May 25, 2020;
- e. The Eidsvik May 20 Order specifically prohibited any further Lien Claims in respect of the Contract from being registered against the Lands or any lands of the MD of Bonnyville (Eidsvik May 20 Order, par. 4);
- f. The aggregate extracted from the lands of the Applicants were intended for and supplied to the MD of Bonnyville for the purposes of incorporation into an improvement on the Lands or other lands of the MD of Bonnyville, and support a valid builders' lien pursuant to the terms of the *BLA* and the Eidsvik May 20 Order;
- g. "improvement" as defined by the *BLA* and as interpreted by the Courts of Alberta does not necessarily have to be a structure or building and the materials supplied supporting or giving rise to a builders' lien do not have to be immediately incorporated into the Lands or any lands;
- h. The interpretation given by the Monitor would necessarily mean that JMB is or was also not entitled to a builders' lien in the Lands or any lands of the MD of Bonnyville, but the whole concept and scheme of the Eidsvik May 20 Order contemplates that JMB had a valid builders' lien in the Lands pursuant to the supply of aggregate ("Product" as defined by the Eidsvik May 20 Order) by JMB to the MD of Bonnyville for stockpiling on the Lands;
- i. The *BLA* defines "improvement" as: "improvement' means anything constructed, erected, built, placed, dug or drilled, or intended to be constructed, erected, built, placed, dug or drilled, on or in land except a thing that is neither affixed to the land nor intended to be or become part of the land;" *[emphasis added]*
- j. The *BLA* defines "owner" as:
  - (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 and includes all persons claiming under the owner whose rights are acquired after the commencement of the work or the furnishing of the material;
- k. The *BLA* defines "contractor" as "'contractor' means a person contracting with or employed directly by an owner or the owner's agent to do work on or to furnish materials for an improvement, but does not include a labourer;"

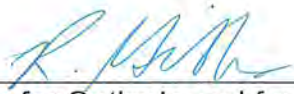
- l. The Applicants contracted with JMB to furnish materials for an improvement on the Lands or other lands of the MD of Bonnyville, and in that regard JMB was the agent of the MD of Bonnyville in obtaining the aggregate from the lands of the Applicants pursuant to JMB's contract with the Applicants;
- m. In that regard, the Applicants have a valid Lien in the Lands pursuant to s. 6 of the *BLA* as they "furnished materials to be used in or in respect of an improvement" for an "owner, contractor or subcontractor";
- n. The Applicants had 45 days from the date the last materials were furnished to register a builders' lien against the Lands, subject to the Eidsvik May 20 Order which imposed a different and separate process and a Claims Bar Date of June 1, 2020;
- o. Materials (aggregate or "Product" under the Eidsvik May 20 Order) have been furnished continuously from the Applicants' lands for many months prior to and after the Eidsvik May 20 Order;
- p. Subject to the Claims Bar Date, the deadline for the Applicants to register a lien did not pass by the time the Applicants provided their Lien Claim to the Monitor.
- q. The reasons given by the Monitor for determining that the 945411 Lien Claim was invalid would also mean that JMB did not have a valid builders' lien claim against the Lands;

15. I make this Affidavit in support of an application for an Order for the following Relief:

- a. An Order reversing the Determination by the Monitor, FTI Consulting Canada Inc., declaring invalid the Lien Claim presented on or about May 25, 2020 by the Applicants, JERRY SHANKOWSKI and 945441 ALBERTA LTD. (the "945441 Lien Claim"), to the Monitor, pursuant to the Eidsvik May 20 Order;
- b. An Order declaring valid the 945441 Lien Claim and directing payment thereof from the Funds, as defined in the Eidsvik May 20 Order;
- c. Such other and further relief as may be required and as this Honourable Court deems appropriate and just; and,
- d. 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.

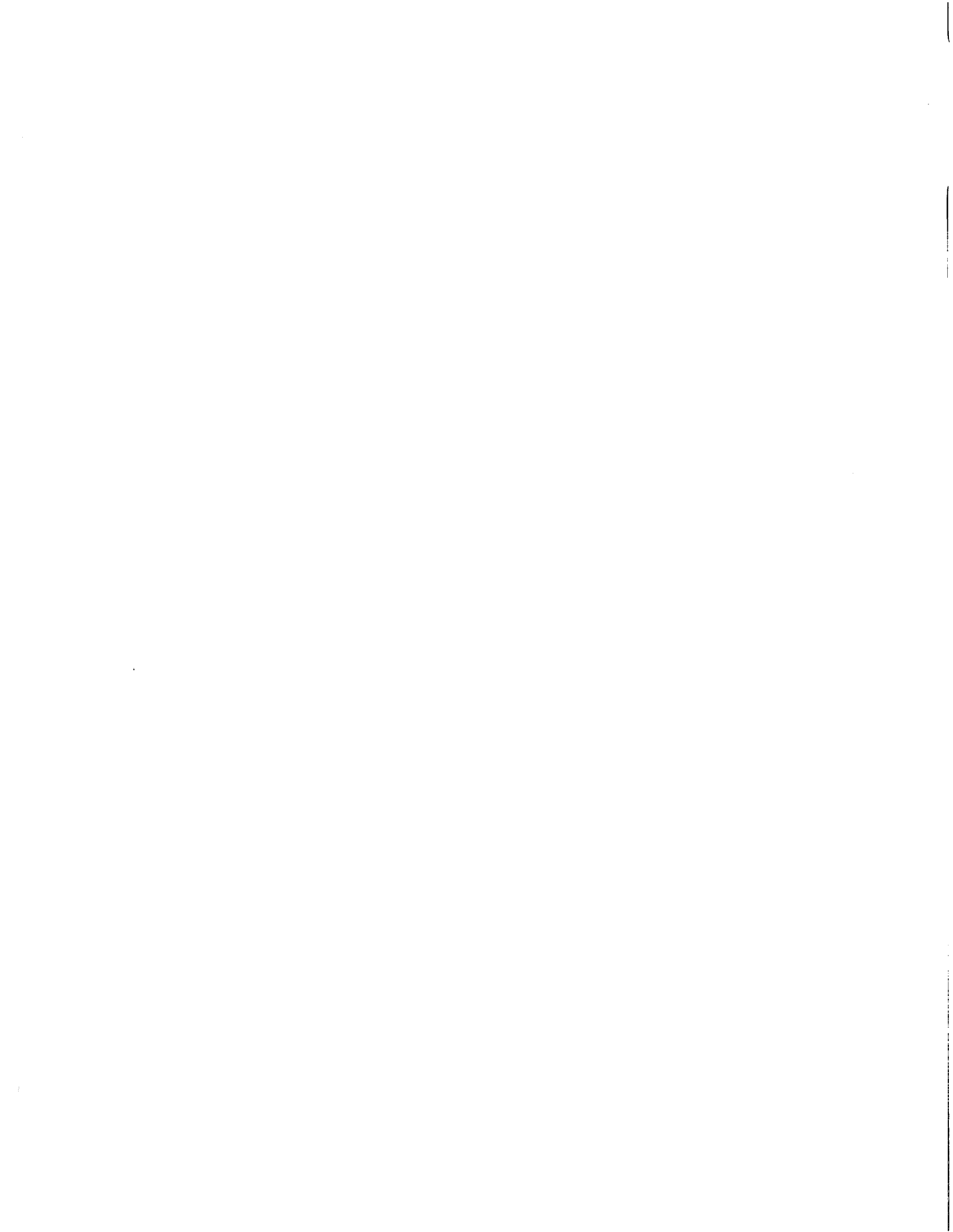
SWORN BEFORE ME on the 10<sup>th</sup> day of  
August, 2020 at Edmonton, in the Province of  
Alberta.



\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

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

)  
)  
)  
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)  
\_\_\_\_\_  
**JERRY SHANKOWSKI**



This is Exhibit A  
Registered to in the Affidavit of  
Jerry Shankowski  
Sworn before me this  
10<sup>th</sup> Day of August, 2010  
R. Gibbs

A Commissioner for Oaths in  
and for the Province of Alberta  
  
RODGER C. GIBBS  
Barrister & Solicitor  
(Province of Alberta)

**AGGREGATES ROYALTY AGREEMENT**

This **EXCLUSIVE AGREEMENT** is made as of the 29 day of  
October, AD 2010

**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 ~~3.00~~ 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  
(~~1.25~~ 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  
(~~6.00~~ 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

## 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:**

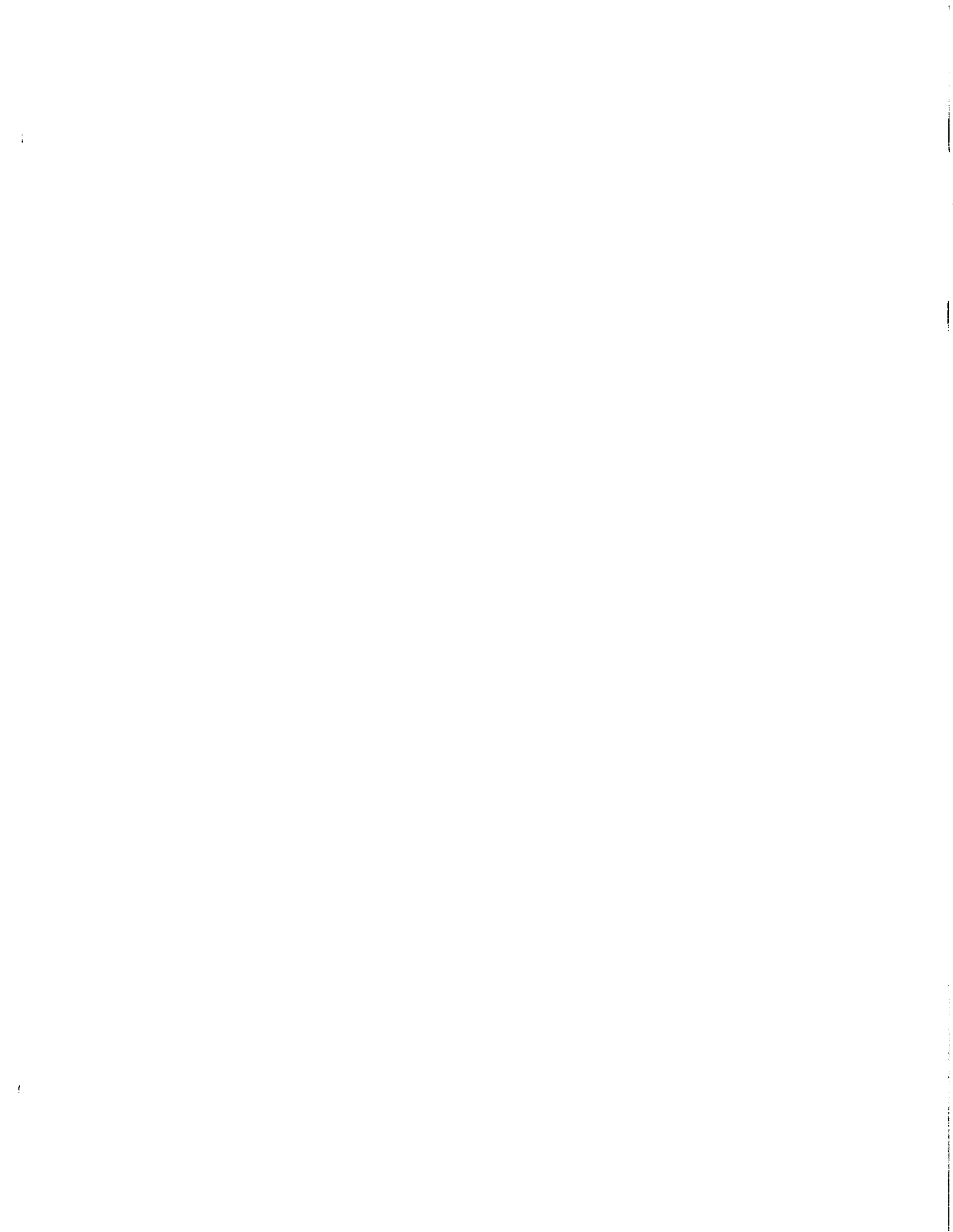
**JMB CRUSHING SYSTEMS ULC**

PER: 

**EXECUTED BY THE VENDORS:**

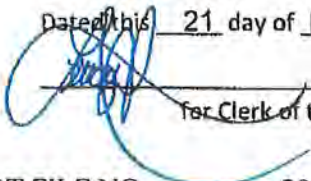
PER: 

PER: \_\_\_\_\_



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 "3"

Referred to in the Affidavit of

Jeff Buckowski

Sworn before me this

10<sup>th</sup> Day of August, 2020

Order

Rule 9

A Commissioner for Oaths in  
and for the Province of Alberta

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



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  
Gowling WLG (Canada) LLP  
1600, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9  
FILING THIS DOCUMENT  
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.

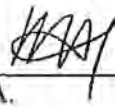
10. Upon the Monitor providing a certificate to the Registrar of Land Titles confirming receipt of the Funds by the Monitor and that the Funds are sufficient to pay the Liens, the Registrar is hereby authorized and directed under section 191(3)(a) of the *Land Titles Act*, RSA 2000, c L-4 to discharge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



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.

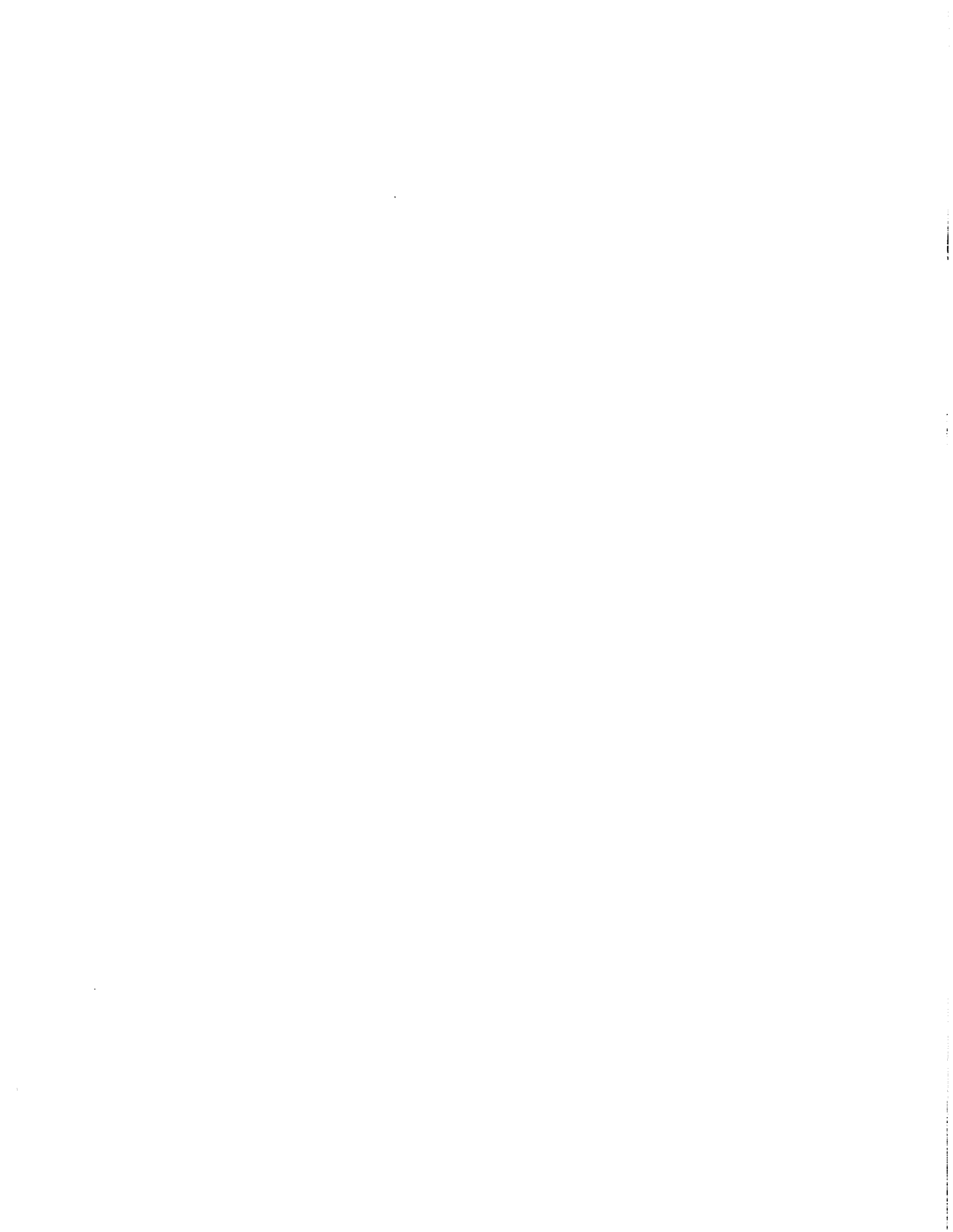
DATED at \_\_\_\_\_, this \_\_\_\_\_ day of May, 2020.  
(location)

\_\_\_\_\_  
**Witness**  
Name:

\_\_\_\_\_  
Name:

**Must be signed and witnessed**





Lien Notice

This is Exhibit "C"  
Referred to in the Affidavit of  
Jerry Shankowski  
Sworn before me this  
10th Day of August, 2020  
R. Gibbs  
A Commissioner for Oaths in  
and for the Province of Alberta

Claimant: JERRY SHANKOWSKI and 945441 ALBERTA LTD. RODGER C. GIBBS  
Barrister & Solicitor  
(Province of Alberta)

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](mailto:r.hajduk@hgllp.ca) with cc to [m.mctaggart@hgllp.ca](mailto: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.

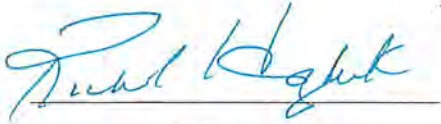
3. The Claimants have a valid

(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.

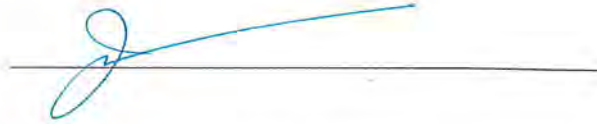
(b) Subrogated Claim in the amount of \$ \_\_\_\_\_ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.

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 25<sup>th</sup> 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  
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 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

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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

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 29<sup>th</sup> day of  
May, 2020 at Edmonton, in the Province of Alberta.

  
A Commissioner for Oaths in and for Alberta

RICHARD B. HAJDUK  
Barrister & Solicitor

)  
)  
)  
)  
)  
)

  
JERRY SHANKOWSKI



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

RICHARD B. HAJDUK  
Barrister & Solicitor

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**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.

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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  
(~~4.96~~ 4.96 dollars per CUBIC YARD) of accepted GRAVEL removed from the Lands. *JS*
2. JMB shall pay to the Vendor ~~1.00~~ 1.50 dollars per TONNE  
(~~1.86~~ 1.86 dollars per CUBIC YARD) of accepted SAND removed from the Lands. *JS*
3. JMB shall pay the vendor ~~5.00~~ 5.50 dollars per TONNE  
(~~6.82~~ 6.82 dollars per CUBIC YARD) of pea gravel removed from the Lands. *JS*

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 1.165 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.

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**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**

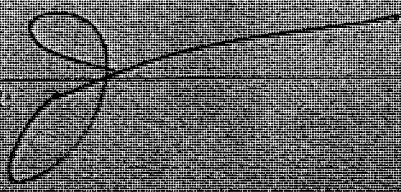
The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours on the 29 of October AD 2028 at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement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





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

RICHARD B. HAJDUK  
Barrister & Solicitor

X13



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

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This is Exhibit "C"  
Referred to in the Affidavit of  
Derry Shinkowski  
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

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
<b>Aggregate Size: Des 2 Class 16</b>						
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	190.38
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

JMB Crushing Systems ULC

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	186923	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.13
2020/03/21	187650	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.67
2020/03/21	187782	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	105.86
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	169.74
2020/03/21	187852	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.28
2020/03/21	187867	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	114.56
2020/03/21	187878	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	120.40
2020/03/21	190272	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.84
2020/03/21	190356	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.61
2020/03/21	190558	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.86
2020/03/21	190616	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	197.66
2020/03/21	190710	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.61
2020/03/21	190713	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.84
2020/03/21	190914	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	153.08
2020/03/22	179754	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.22
2020/03/22	186371	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.21
2020/03/22	186816	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.42
2020/03/22	186828	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.93
2020/03/22	186873	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.47
2020/03/22	186892	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.49
2020/03/22	186901	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.40
2020/03/22	186920	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.84
2020/03/22	187469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.86
2020/03/22	187651	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	79.35
2020/03/22	187652	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.54
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	230.83
2020/03/23	186817	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	75.85
2020/03/23	186848	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.03
2020/03/23	186874	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.00
2020/03/23	186886	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.68
2020/03/23	186893	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	57.45
2020/03/23	186899	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	56.78
2020/03/23	186921	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	165.64
2020/03/23	187468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.10
2020/03/23	187702	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.54
2020/03/23	190370	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.98

# JMB Crushing Systems ULC

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	168.75
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	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	186927	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

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# JMB Crushing Systems ULC

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	235.75
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

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### 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	39.78
						<u>36,679.45</u>
						<u>36,679.45</u>
						<u>36,679.45</u>



This is Exhibit " D "  
Referred to in the Affidavit of  
Jens Smokowski  
Sworn before me this  
29<sup>th</sup> Day of May, 2020  
Richard Hajduk  
A Commissioner for Oaths in  
and for the Province of Alberta

RICHARD B. HAJDUK  
Barrister & Solicitor

X  
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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

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This is Exhibit " E "  
Referred to in the Affidavit of  
deryshinski

Sworn before me this  
29<sup>th</sup> Day of May, 2020

Richard Hajduk

A Commissioner for Oaths in  
and for the Province of Alberta

RICHARD B. HAJDUK  
Barrister & Solicitor

X  
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JMB Crushing Systems ULC

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	85.65
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	113.80
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	186454	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	194.32
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	234.95
2020/04/14	187101	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	174.37
2020/04/14	187115	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.20
2020/04/14	187151	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.64
2020/04/14	188083	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.52
2020/04/14	190304	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.59
2020/04/14	190338	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.63
2020/04/14	190415	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.80
2020/04/14	190556	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.59
2020/04/14	190633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.40
2020/04/14	190724	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	166.95
2020/04/14	190840	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.43
2020/04/14	190929	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.62
2020/04/14	191032	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.54
2020/04/15	186341	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.19
2020/04/15	186465	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.11
2020/04/15	186511	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.44
2020/04/15	186594	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.01
2020/04/15	186940	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.28
2020/04/15	187102	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.13
2020/04/15	187116	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.16
2020/04/15	187152	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.73
2020/04/15	187172	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	

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# JMB Crushing Systems ULC

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	188.07
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	171.94
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	169.86
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
2020/04/17	171269	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.08
2020/04/17	186344	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.16
2020/04/17	186466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.63
2020/04/17	186513	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.68
2020/04/17	187079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.60
2020/04/17	187104	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.71
2020/04/17	187119	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.14
2020/04/17	187156	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.03
2020/04/17	187174	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/17	187191	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.01
2020/04/17	187209	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.28
2020/04/17	188080	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.77
2020/04/17	190313	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	190480	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.38
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
						221.48

# JMB Crushing Systems ULC

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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	164.35
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	170.71
2020/04/20	186347	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.12
2020/04/20	186469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.84
2020/04/20	186980	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.68
2020/04/20	187107	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.94
2020/04/20	187136	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.16
2020/04/20	187160	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.26
2020/04/20	187175	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.32
2020/04/20	187194	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54
2020/04/20	187214	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.87
2020/04/20	187245	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.06

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# JMB Crushing Systems ULC

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	233.96
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

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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	196.79
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	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	186865	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	186866	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	175.09
2020/04/25	187112	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.55
2020/04/25	187131	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.55
2020/04/25	187208	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.30
2020/04/25	187235	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/25	187248	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.42
2020/04/25	188074	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.76
2020/04/25	190320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.46
2020/04/25	190930	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.76
2020/04/25	191022	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	147.38
2020/04/26	186353	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.58
2020/04/26	186500	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.03
2020/04/26	186628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.92
2020/04/26	186720	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	194.60
2020/04/26	186910	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.18
2020/04/26	187130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.84
2020/04/26	187180	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.07
2020/04/26	187197	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.63
2020/04/26	187218	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/26	187233	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

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# 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	187043	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

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

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	158.62
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	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	186451	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	108.88
2020/04/03	186460	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.81
2020/04/03	186507	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.79
2020/04/03	186851	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.69
2020/04/03	186878	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.14
2020/04/03	186935	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.47
2020/04/03	187096	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.83
2020/04/03	187114	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.17
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	186356	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.16
2020/04/28	186356	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.81

# 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	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
2020/04/28	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	170377	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.83
2020/04/29	186276	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.67
2020/04/29	186294	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.17
2020/04/29	186632	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.65
2020/04/29	186671	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.10
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	181433	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	143.39
2020/04/30	181434	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.97
2020/04/30	186277	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.73
2020/04/30	186295	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.90
2020/04/30	186633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	240.21
2020/04/30	186672	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.32
2020/04/30	186714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.23
2020/04/30	186812	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.78
2020/04/30	186815	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.36
2020/04/30	186911	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.93
2020/04/30	187065	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	182.20
2020/04/30	187241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.92
2020/04/30	188068	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	231.79
2020/04/30	190836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	201.41
						191.69
						84.96
						15,435.80
						15,435.80

Aggregate Size: Des 2 Class 40

# 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	186821	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
						<hr/>
						3,422.19
						<hr/>
						3,422.19

## 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	198.11
2020/04/05	186452	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	196.07
2020/04/05	186452	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

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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	188086	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>

26  
F



This is Exhibit " F "  
Referred to in the Affidavit of  
Denny Dinnikowski  
Sworn before me this  
25<sup>th</sup> Day of May, 2020  
Richard Hajduk  
A Commissioner for Oaths in  
and for the Province of Alberta

RICHARD B. HAJDUK  
Barrister & Solicitor

*[Handwritten initials]*

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 – 7<sup>th</sup> 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:

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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.

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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

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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

to 43

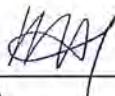


Funds less the Holdback Amount and the CRA Amount; and (ii) to CRA, the CRA Amount;

- (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.

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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,

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

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

\_\_\_\_\_  
**Witness**  
Name: \_\_\_\_\_ Name: \_\_\_\_\_

**Must be signed and witnessed**

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DETERMINATION NOTICE FOR LIEN CLAIMS AGAINST JMB CRUSHING SYSTEMS INC.  
and 2161889 ALBERTA LTD. (COLLECTIVELY, "JMB")

DETERMINATION NOTICE

TO: Jerry Shankowski and 945441 Alberta Ltd. (collectively, the "Lien Claimant")  
c/o Hajduk Gibbs LLP  
Barristers & Solicitors  
#202, 10120 – 118 Street NW  
Edmonton, AB T5K 1Y4  
Attention: Richard B. Hajduk

DATE: July 27, 2020

LIEN CLAIM:

Date of Lien Notice / Registration: May 25, 2020

Quantum Originally Claimed: \$424,674.05

Affected Lands: SW 21-56-7-W4

This is Exhibit "D"  
Referred to in the Affidavit of  
Jerry Shankowski  
Sworn before me this  
10<sup>th</sup> Day of August, 2020  
R. Gibbs  
A Commissioner for Oaths in  
and for the Province of Alberta

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

Take notice that FTI Consulting Canada Inc., in its capacity as the Court-appointed monitor (the "Monitor") of JMB, pursuant to the CCAA Initial Order granted on May 1, 2020, as subsequently amended and restated on May 11, 2020 (the "Amended and Restated CCAA Initial Order"), has reviewed the Lien Claim you submitted, as part of its Lien Determination pursuant to the Order – Lien Claims – MD of Bonnyville issued by the Court of Queen's Bench of Alberta on May 20, 2020 (the "Bonnyville Lien Process Order"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Bonnyville Lien Process Order.

The Monitor has made the following Lien Determination concerning your Lien Claim:

Quantum: \$424,674.05

Lien Determination: The above referenced Lien Claim is not a valid Lien or Lien Claim, for the following reasons: (i) it does not relate to work done or materials supplied on or in respect of an improvement; and, (ii) it was not registered against the Lands or any lands owned by the MD of Bonnyville.

**IF YOU WISH TO DISPUTE THE LIEN DETERMINATION, AS SET FORTH HEREIN, YOU MUST TAKE THE STEPS OUTLINED BELOW.**

The Bonnyville Lien Process Order provides that if you do not accept with the Monitor's Lien Determination, as set out in this Determination Notice, you must, within fifteen days of receipt of

this Determination Notice from the Monitor, file an application before the Court of Queen's Bench of Alberta for the determination of your Lien and Lien Claim. If you fail to file an application before the Court of Queen's Bench of Alberta, in the timeframe specified herein, the Lien Determination of the Monitor shall be final and neither you nor JMB shall have any further recourse to any remedies set out in the BLA with respect to the Liens or Lien Claims referenced herein or as and against any of the Funds or the Holdback Amount, except as otherwise may be ordered by the Court.

If you have any questions regarding the claims process or the attached materials, please contact the Monitor's counsel, Pantelis Kyriakakis of McCarthy Tétrault LLP, at [pkiriakakis@mccarthy.ca](mailto:pkiriakakis@mccarthy.ca) and the Monitor, Mike Clark of FTI Consulting Canada Inc., at [mike.clark@fticonsulting.com](mailto:mike.clark@fticonsulting.com).

Dated the 27<sup>th</sup> day of July, 2020 in Calgary, Alberta.

**FTI CONSULTING CANADA INC., in its  
capacity as Monitor of JMB CRUSHING  
SYSTEMS INC. and 2161889 ALBERTA LTD.**

Per:



\_\_\_\_\_  
Mike Clark, Director