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COURT OF QUEEN'S BENCH OF
ALBERTA

JUDICIAL CENTRE

CALGARY

JS
Nov. 27 2020
Justice Eidsvik

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

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

JMB CRUSHING SYSTEMS INC.

APPLICANT

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

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BRIEF OF THE APPLICANTS, JERRY SHANKOWSKI & 945441 ALBERTA LTD.

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TABLE OF CONTENTS

PART I: RELIEF SOUGHT	1
PART II: BACKGROUND AND STATEMENT OF FACTS.....	2
PART III: ISSUES	6
PART IV: RELEVANT STATUTORY PROVISIONS/LEGISLATION.....	6
A. REVELANT STATUTORY PROVISIONS / LEGISLATION	6
PART V: ARGUMENT.....	8
A. DOES PARAGRAPH 26 OF THE CONTRACT BETWEEN JMB AND THE MD OF BONNYVILLE CREATE A TRUST IN FAVOUR OF PERSONS WHO SUPPLIED AGGREGATE OR SERVICES TO JMB FOR THE PURPOSES OF FULFILLING THE CONTRACT BETWEEN JMB AND THE MD OF BONNYVILLE	8
B. IS THE “HOLDBACK AMOUNT” AS DEFINED BY THE EIDSVIK MAY 20 ORDER CONSTITUTED AS TRUST FUNDS PURSUANT TO PARAGRAPH 26 OF THE CONTRACT?	10
C. ARE THE REMAINING FUNDS (THE “REMAINING FUNDS”) BEYOND THE HOLDBACK AMOUNT AND THE SUMS HELD IN TRUST FOR PAYMENT OF THE LIABILITIES OF JMB TO THE CRA (“CRA AMOUNT”), AND PAID TO JMB PURSUANT TO THE EIDSVIK MAY 20 ORDER CONSTITUTED AS TRUST FUNDS PURSUANT TO PARAGRAPH 26 OF THE CONTRACT?	12
D. ARE THE APPLICANTS ENTITLED TO TRACE THE REMAINING FUNDS OR ANY OF THEM AND TO REQUIRE JME TO RESTORE SUCH REMAINING FUNDS TO CONSTITUTE THE TRUST ESTABLISHED BY PARAGRAPH 26 OF THE CONTRACT?	13
E. ARE THE APPLICANTS ENTITLED TO PAYMENT FROM THE HOLDBACK AMOUNT AND/OR THE REMAINING FUNDS OF THE AMOUNTS OWED BY JMB TO THE APPLICANTS PURSUANT TO THE AGGREGATES ROYALTY AGREEMENT BETWEEN JMB AND THE APPLICANTS?	14
F. SHOULD THE COURT SET ASIDE (OR VARY) THE EIDSVIK MAY 20 ORDER, THE MANTLE ORDER, AND THE REVERSE VESTING ORDER.....	15
G. DID THE PROVISION OF THE PANTER AFFIDAVIT ON OCTOBER 9, 2020 CONSTITUTE EXPRESS, IMPLIED OR ESTENSIBLE NOTICE TO SHANKOWSKI OR ANY OF THE OTHER POTENTIAL	

BENEFICIARIES UNDER THE TRUST?..... **18**

H. SHOULD PERMISSION/LEAVE BE GRANTED TO ADD THE
ADDITIONAL NAMED PERSONS AS RESPONDENTS TO
THIS APPLICATION?..... **20**

PART VI: CONCLUSION **22**

TAB

1. Order (Amended and Restated Mantle Sale Approval and Vesting Order) granted October 16, 2020
2. Reverse Vesting Order granted October 16, 2020
3. Order-Lien Claims-MD of Bonnyville granted May 20, 2020, filed May 21, 2020
4. Affidavit of Jerry Shankowski sworn August 10, 2020
5. Affidavit of Jerry Shankowski sworn and filed November 6, 2020
6. Affidavit of Jeff Buck sworn May 28, 2020, filed May 28, 2020
7. Affidavit of Byron Levkulich sworn September 30, 2020

[Tabbed documents are set out as indicated in the List of Authorities]

I. RELIEF SOUGHT

1. The Applicants apply to this Honourable Court and seek the following relief:
 - a. An Order setting aside the Orders granted by the Honourable Madam Justice K.M Eidsvik (“Eidsvik J.”) on October 16, 2020, being the Order (Amended and Restated Mantle Sale Approval and Vesting Order)¹ (the “Mantle Order”) and the Order (Reverse Vesting Order)² (the “Reverse Vesting Order”);
 - b. Alternatively, making the Court’s confirmation of the said Orders conditional upon JMB restoring to the Monitor the sum paid by the MD of Bonnyville to the Monitor, being the “Funds” as defined in the Order granted by the Honourable Madam Justice K.M. Eidsvik on May 20, 2020 (the “Eidsvik May 20 Order³”) establishing a Builders’ Lien Claim process regarding the Contract between JMB Crushing Systems ULC, the predecessor of JMB Crushing Systems Inc. (“JMB”), and the Municipal District of Bonnyville No. 87 (“MD of Bonnyville”) dated effective November 1, 2013, as amended (the “Contract”), less the Holdback Amount and the CRA Amount as defined in the Eidsvik May 20 Order (the “Remaining Funds”) and the Monitor holding such Remaining Funds and the Holdback Amount in trust subject to the claims of the actual and potential beneficiaries of the Trust constituted by paragraph 26 of the Contract;
 - c. An Order declaring JMB a Trustee by virtue of paragraph 26 of the Contract, of the Holdback Amount and the Remaining Funds as defined by the Eidsvik May 20 Order, in the sum \$3,327,768.40 [the “Funds” of \$3,563,768.40 less the CRA Amount (\$236,000.00)], or such other sums as may be proven and as this Honourable Court deems appropriate and just in favour of all unpaid suppliers of materials, labour or other services in relation to the Contract;
 - d. An Order requiring JMB to deposit sufficient additional funds with the Clerk of the Court or with the Monitor which will be sufficient when added to the Holdback Amount as defined by the Eidsvik May 20 Order to equal the sum set out in subparagraph c. hereof;
 - e. Directing that notice be provided to all actual or potential beneficiaries of the Trust of the complete terms of the Contract and of their right to claim to be a beneficiary of the Trust and for payment out of their claims from the Holdback Amount and the additional funds contemplated by paragraph 3 hereof in accordance with their entitlements;
 - f. Directing payment to Jerry Shankowski and 945411 Alberta Ltd. (the “Applicants”) in care of their solicitors, Hajduk LLP, of the sum of \$588,457.61, or such other

¹ Copy attached at **Tab 1**.

² Copy attached at **Tab 2**.

³ Copy attached at **Tab 3**.

sums as may be proven and as this Honourable Court deems appropriate and just, from the Holdback Amount and the additional funds contemplated by subparagraph c. hereof;

- g. Such other and further relief as may be required and as this Honourable Court deems appropriate and just; and,
- h. Costs of this Application in any event of the cause, payable forthwith, on a scale as between a solicitor and own client (full indemnity) or on such other scale or in such other amounts as this Honourable Court deems appropriate and just.

II. BACKGROUND AND STATEMENT OF FACTS

2. On May 20, 2020, in this Action, the Eidsvik May 20 Order was granted by Eidsvik J. establishing a protocol for any builders' liens registered *or capable of being registered* in respect of the Contract between JMB and the MD of Bonnyville, and discharging any builders' liens then registered against certain lands ("MD of Bonnyville Lands") stipulated in the Eidsvik May 20 Order and owned by the MD of Bonnyville.
3. The Eidsvik May 20 Order provides a separate protocol for builders' lien claims against the Lands in relation to the Contract between JMB and the MD of Bonnyville.
4. A considerable amount of the aggregate supplied by JMB to the MD of Bonnyville pursuant to the Contract (as defined in the Eidsvik May 20 Order) 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.
5. Some of the monies owed by the MD of Bonnyville to JMB have been paid to the Monitor in Trust pursuant to the Eidsvik May 20 Order in the sum of \$1,850,000.00 being defined in the Eidsvik May 20 Order as the "Holdback Amount".
6. Some of the monies, being the "CRA Amount" in the sum of \$236,000.00, owed by the MD of Bonnyville to JMB have been paid to the Monitor in Trust to be used to pay outstanding balances owed to the Canada Revenue Agency ("CRA") in respect of source deduction remittances and GST which would be subject to a statutory deemed trust pursuant to the provisions of the *Income Tax Act (Canada)* and the *Excise Tax Act (Canada)*.
7. Some of the monies owed by the MD of Bonnyville to JMB have been paid to JMB pursuant to the Eidsvik May 20 Order, but otherwise in violation of the express Trust created by paragraph 26 of the Contract and have been used by JMB for its own purposes including its general expenses and not just those related to the Contract.
8. The Applicants first were provided with a copy of the Contract on or about October 9, 2020, by its attachment as Exhibit "C" to the unfiled Affidavit of Jason Panter ("Panter") sworn October 9,

2020, now filed in this Action (“Panter Affidavit”). The purpose of providing this Affidavit and a copy of the Contract was for the common purpose Applications by both the Applicants and JMB to remove the builders’ liens registered against the lands of the Applicants scheduled for hearing on October 16, 2020. JMB had its application and the Applicants had their own application each with a common purpose of removing the registered builders’ liens from the lands of the Applicants and the Havener Land.

9. The first notice the Applicants were provided that the Panter Affidavit would be used to challenge the Lien Claims of the Applicants was when the further Brief and materials of JMB was provided at 11:41 PM on October 16, 2020. And the further materials of the Monitor, including its Brief and the 8th Report of the Monitor was provided by email in the earlier morning hours of October 17, 2020, at 5:21 AM, arguing that no builders’ liens were available because the sole use to which the aggregates were put and intended to be put was for road construction, despite the very brief and cryptic reasons previously given for rejecting the Lien Claims of the Applicants, the entirety of which read⁴:

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.
---------------------	---

10. The significance of paragraph 26 of the Contract was first discovered by Applicant’s Counsel on October 17, 2020 when the Applicant’s Counsel was preparing for Questioning on Affidavit of Panter and the further Affidavit of Blake Elyea (sworn October 16, 2020 and being the Chief Restructuring Advisor for JMB) and for the Special Chambers application then scheduled for October 22, 2020, for the consideration of the challenges to the Determinations by the Monitor of the Lien Claims of the Applicants and of RBEE Aggregates Consulting Ltd..

11. Paragraph 26 of the Contract provides:

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

12. The Contract defines “Product” and “Services”, respectively, as:

⁴ Lien Claim Determination of the Monitor in respect of the Lien Claim of the Applicants, July 27, 2020, attached as Exhibit “D” to the Affidavit of Jerry Shankowski sworn August 10, 2020 [Tab 4].

1. In this Agreement, capitalized words will have the following meanings:
[...]
 - e. "Product" means the production by JMB of the aggregate described in this Agreement which includes the crushing and cleaning of rock/gravel, and all related services whereby rock/gravel is made into usable crushed aggregate for the MD in accordance with the required specifications set out in this Agreement;
 - f. "Services" means the hauling and stockpiling of crushed aggregate by JMB as set out in this Agreement and anything else which is required to be done to give effect to this Agreement; [emphasis added][...]

13. Neither JMB, nor Counsel for JMB (nor the Monitor, nor Counsel for the Monitor), disclosed the complete terms of the Contract, nor the existence of paragraph 26 thereof and the Trust established thereby, to either the Court or to the Applicants or any other Lien Claimant pursuant to the *Builders' Lien Act* ("BLA") or any of the actual or potential beneficiaries of the Trust, at any time or pursuant to the Lien Claims process established by the Eidsvik May 20 Order prior to the provision of the Panter Affidavit on or about October 9 2020.
14. Neither JMB, nor Counsel for JMB, nor the Monitor, nor Counsel for the Monitor, disclosed to either the Court or to the Applicants or any other Lien Claimant pursuant to the *Builders' Lien Act* ("BLA") at any time or pursuant to the Lien Claims process established by the Eidsvik May 20 Order the fact that the only purpose for which the Aggregate provided to the MD of Bonnyville pursuant to the Contract was put or intended to be put was for use in construction of or repairs to public highways such that no Builders' Lien could arise in any such public highways or at all in connection with the provision of the Product (usable crushed aggregate) by JMB to the MD of Bonnyville or in connection with the provision of any materials or services to or at the request of JMB or the MD of Bonnyville in connection with the Contract until the provision of the Panter Affidavit and the further Affidavit of Blake Elyea sworn October 16, 2020.
15. Both JMB, Counsel for JMB, the Monitor and Counsel for the Monitor would have previously had knowledge and been aware that no lien was maintainable as against the nature of the *improvements* and that the only recourse by the creditors of JMB would have been as beneficiaries under the aforementioned Trust, to the extent of any corresponding entitlement thereunder.
16. JMB had a trust, fiduciary or other duty as a Trustee under paragraph 26 of the Contract to take all reasonable steps to disclose to and notify any actual or potential beneficiaries of the Trust of the existence of the Trust and the existence of the Trust Property, being the sums paid from time to time by the MD of Bonnyville to JMB, which JMB breached, and thereby caused significant loss and damages to the Applicants to the extent of the sums owing by JMB to the Applicants together with solicitor and own client (full indemnity) scale costs of participation in the within proceedings including preparing and submitting the Lien Claim of the Applicants and of preparing and submitting the challenge to the Lien Claim Determination of the Monitor, and the Monitor had a corresponding duty to notify the Court of matters of which JMB ought to have notified the Court and any actual or potential beneficiaries of the Trust.

17. JMB and its Counsel failed to discharge their respective duties of full and frank disclosure of all material facts, whether detrimental to the position of JMB or not, in applying for the Initial Order, the Amended and Restated Initial Order, the Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order which each were actually or effectively *ex parte* or without notice (hereinafter “*ex parte*”) Orders due to the lack of effective notice and disclosure to any actual or potential beneficiaries of the Trust established by paragraph 26 of the Contract of the complete terms of the Contract, nor the existence of paragraph 26 thereof and the Trust established thereby.
18. In referring to the Initial Order and the Amended and Restated Initial Order, the Applicants are not seeking to vary, undo or set aside those Orders. It is said that it is practically impossible to “unscramble the egg”⁵ and DIP financiers are entitled to rely on super-priority charges established by Initial Orders at least up until the time of a variation or “come-back” application⁶. Although there may be situations where upon review the Court concludes that the Initial Order should not have been made⁷, the Applicants are not suggesting that this is such a case. This does not change the fact that the existence of the Trust constituted by paragraph 26 of the Contract should have been disclosed by JMB and its counsel to the Court expressly when the Initial Order and the Amended and Restated Order were sought and obtained, as well as when the subsequent Orders were sought.
19. JMB (and as approved by the Monitor), have obtained Orders from time to time in this Action which have prejudiced the interests of the actual and potential beneficiaries under the Trust.
20. JMB has acted recklessly and failed to act in good faith in these proceedings.
21. The existence of the Trust means that neither the Applicants nor any other suppliers of materials or services to JMB in connection with the Contract had any need to rely or to seek to rely upon any Lien Claim pursuant to the *BLA* or pursuant to the Eidsvik May 20 Order even if such were available, but are entitled to payment from the sums referred to in paragraphs 1(b.) and 1(c.) hereof in priority to any claims by JMB and before JMB has any right or entitlement to any such monies.
22. The Applicants acted to their prejudice in not opposing the Mantle Order and the Reverse Vesting Order based on the non-disclosure of the Contract and of paragraph 26 thereof and the breach of the duty of full and frank disclosure by JMB and its Counsel.
23. The Applicants were seriously prejudiced by the failure of JMB and its Counsel to provide the Court with full and frank disclosure in relation to the Initial Order, the Amended and Restated Initial Order, the Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order and would have opposed each of the said Orders or any one or more of the said Orders if they had known of the complete terms of the Contract and particularly paragraph 26 thereof and of the actual and only intended uses of the Product in constructing and repairing public highways.

⁵ *Canada North Group Inc (Companies' Creditors Arrangement Act)*, [2017 ABQB 550](#) (CanLII), at para. [33](#), (affd., *Canada v. Canada North Group Inc.*, [2019 ABCA 314](#) (CanLII)).

⁶ *Ibid.*, at para. [68](#) – 72.

⁷ *Shire International Real Estate Investments Ltd. (Re)*, [2010 ABQB 84](#) (CanLII), at para. [10](#).

III. ISSUES

24. The Applicants submit that the following issues are germane to the disposition of the within Application:
- A. Does paragraph 26 of the Contract between JMB and the MD of Bonnyville create a trust in favour of persons who supplied aggregate or services to JMB for the purposes of fulfilling the Contract between JMB and the MD of Bonnyville?
 - B. Is the “Holdback Amount” as defined by the Eidsvik May 20 Order constituted as Trust Funds pursuant to paragraph 26 of the Contract?
 - C. Are the remaining funds (the “Remaining Funds”) beyond the Holdback Amount and the sums held in trust for payment of the liabilities of JMB to the CRA, and paid to JMB pursuant to the Eidsvik May 20 Order constituted as Trust Funds pursuant to paragraph 26 of the Contract?
 - D. Are the Applicants entitled to trace the Remaining Funds or any of them and to require JMB to restore any such Remaining Funds to constitute the Trust established by paragraph 26 of the Contract?
 - E. Are the Applicants entitled to payment from the Holdback Amount and / or the Remaining Funds of the amounts owed by JMB to the Applicants pursuant to the Aggregates Royalty Agreement between JMB and the Applicants?
 - F. Should the Court set aside (or vary) the Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order?
 - G. Did the provision of the Panter Affidavit on October 9, 2020 constitute express or sufficient notice to Shankowski or any of the other potential beneficiaries under the Trust?
 - H. Should permission / leave be granted to add the additional named persons as Respondents to this Application?

IV. RELEVANT STATUTORY PROVISIONS/LEGISLATION

- A. **Relevant Statutory Provisions / Legislation**
25. The [Companies’ Creditors Arrangement Act \(Canada\)](#) (“CCAA”) has no provisions expressly dealing with trusts generally and defining whether property held by a debtor applicant under the CCAA is or is not the property of the debtor applicant. However, it is submitted that such provisions were unnecessary because the general law, including the common law and equity and other statutory law passed by the Parliament, recognize that such property is not the property of the debtor applicant, but the property of the beneficiaries or beneficial owners of the trust property.

26. This is recognized clearly by s. [67\(1\)\(a\)](#) of the [Bankruptcy and Insolvency Act \(Canada\)](#) (“[BIA](#)”), which provides:

Property of bankrupt

67 (1) The property of a bankrupt divisible among his creditors shall not comprise
(a) property held by the bankrupt in trust for any other person;
[...]

27. It is submitted that the [BIA](#) is a statute also passed by the Parliament of Canada which deals with issues of insolvency and restructuring of debtors, including corporate debtors.
28. While s. [67\(1\)\(a\)](#) of the [BIA](#) makes it very clear that property held in trust by a bankrupt is not property of the bankrupt divisible among the creditors of the bankrupt, it is submitted that it is provided for clarity and is merely a recognition and codification by Parliament of the underlying state of the common law and equity.
29. The recognition by Parliament of the underlying state of the common law and equity is further evidenced by s. [67\(2\)](#) of the [BIA](#) which provides:

Deemed trusts

(2) Subject to subsection (3), notwithstanding any provision in federal or provincial legislation that has the effect of deeming property to be held in trust for Her Majesty, property of a bankrupt shall not be regarded as held in trust for Her Majesty for the purpose of paragraph (1)(a) unless it would be so regarded in the absence of that statutory provision.

30. The highlighted portion of s. [67\(2\)](#) of the [BIA](#) is a clear statutory recognition of the underlying state of the common law and equity.
31. Similarly, s. [37\(1\)](#) of the [CCAA](#) provides:

Deemed trusts

37 (1) Subject to subsection (2), despite any provision in federal or provincial legislation that has the effect of deeming property to be held in trust for Her Majesty, property of a debtor company shall not be regarded as being held in trust for Her Majesty unless it would be so regarded in the absence of that statutory provision.

32. The highlighted portion of s. [37\(1\)](#) of the [CCAA](#) is another clear recognition of the underlying state of the common law and equity.

V. Argument

A. Does paragraph 26 of the Contract between JMB and the MD of Bonnyville create a trust in favour of persons who supplied aggregate or services to JMB for the purposes of fulfilling the Contract between JMB and the MD of Bonnyville?

33. It is submitted that it is plain and clear from reading paragraph 26 of the Contract⁸, along with the definitions in the Contract of “Product” and “Services” in paragraph 1(e) and 1(f) of the Contract⁹, that an express trust was intended to be created by paragraph 26 of the Contract in favour of those who, in any manner, assisted or contributed to performance of the Contract and the provision of the Product thereunder to the MD of Bonnyville.
34. It is submitted that the Applicants are such persons since JMB would either not have been able to comply with and perform the Contract or would have experienced considerable additional difficulty in complying with and performing the Contract without the aggregate obtained from the lands of the Applicants and for which JMB was to pay royalties pursuant to the Aggregates Royalty Agreement between the Applicants and JMB.
35. It is submitted that it would be unconscionable for JMB to be able to obtain the benefits of the Contract and the aggregate removed from the lands of the Applicants without JMB being required to comply with paragraph 26 of the Contract and to pay the Applicants the royalties owed in respect of such aggregate.
36. It is submitted that it cannot be argued that a trust was not intended, given the express language of paragraph 26.
37. It is submitted that the language of paragraph 26, together with the definitions in the Contract of “Product” and “Services” in paragraph 1(e) and 1(f) of the Contract, are in themselves sufficient to satisfy the first part of the test for the recognition of a trust, being certainty of intention.
38. Whether a trust exists is a question of law.¹⁰ Similarly, whether a party is entitled in law to the imposition of a constructive trust is also a question of law.¹¹
39. Most trusts are consensual arrangements, and a trust binds all those who are involved in its creation.¹²

⁸ Quoted at paragraph 11, above.

⁹ Quoted at paragraph 12, above.

¹⁰ *Brookfield Bridge Lending Fund Inc. v. Karl Oil and Gas Ltd.*, [2009 ABCA 99](#), at para. 7.

¹¹ *Ibid.*

¹² *Ibid.*, at para. 8.

40. The law also recognizes constructive trusts which are often a form of equitable remedy and which can also create proprietary rights, and which can also affect the interests of third parties.¹³
41. For a Court to determine that a true or express trust exists, the “3 certainties” must be present:
(a) Certainty of Intention: certainty of intention on the part of the settlor(s) to create a trust;
(b) Certainty of Subject Matter: certainty with respect to the property intended to be part of and subject to the Trust; and,
(c) Certainty of Object: certainty with respect to the person, persons or class of persons intended to be beneficiaries of the Trust.¹⁴
42. It is submitted that the first requirement is easily satisfied by the express terms of the Contract. The intention to create a trust is express. The Court is not required to guess at whether a trust was intended, given the clear and express “trust” language used by the settlor(s), being the MD of Bonnyville and JMB Crushing Systems ULC, the predecessor of JMB. Paragraph 26 expressly uses trust language and provides in pertinent part:
26. From the amounts paid to JMB by the MD, JMB is deemed to hold that part of them in trust which are required or needed to pay for [...] and all costs directly or indirectly related to the Product and Services. JMB shall pay the foregoing from such trust funds.
43. It is submitted that certainty of subject matter is also met in this case, as paragraph 26 of the Contract impresses any funds payable by the MD of Bonnyville to JMB with the trust.
44. The Holdback Amount and the Remaining Funds payable by the MD of Bonnyville to JMB are part of the trust property and are subject to the Trust.
45. To the extent that paragraph 26 only impresses a trust upon “that part of them” which are “needed to pay for”, it is submitted that this simply gives priority to the payment of the listed items and “all costs directly or indirectly related to the Product and Services” before JMB is entitled to use any of the funds paid or payable by the MD of Bonnyville for its own purposes or general expenses.
46. Since it is very clear that at least 3 parties or companies who fall within the category of “all costs directly or indirectly related to the Product and Services” have not been paid or fully paid, it is submitted that it is very clear that the Holdback Amount and Remaining Funds are subject to the Trust and are not available for the general use or benefit of JMB, and should not be prejudiced by the breach.

¹³ *Ibid.*, at para. [10](#).

¹⁴ *Hepburn v. Jannock Limited*, [2008 CanLII 429](#) (ONSC), at para. [99](#).

47. Specifically, the Applicants, RBEE Aggregates Consulting Ltd. (“RBEE”) and J.R. Paine & Associates Ltd. (“J.R. Paine”) have not been paid and fall within the phrase “all costs directly or indirectly related to the Product and Services”.
48. It is submitted that the 3 certainties are clearly met in the circumstances and that, at the very least, the Holdback Amount is subject to the Trust and available for payment of the claim of the Applicants.
49. Further, even if the Court had a concern about one of the 3 certainties, it is submitted that it would be appropriate to impose a constructive trust over the Holdback Amount and the Remaining Funds, since the MD of Bonnyville and JMB were either actually aware of the Trust created by paragraph 26 of the Contract or ought to have been aware (actual or constructive knowledge), and it would be unconscionable to allow JMB to take the benefit of the funds paid by the MD of Bonnyville which were created or generated by the efforts or materials supplied by the Applicants and others without being required to pay the associated costs of such efforts or materials. JMB would clearly be unjustly enriched to the detriment of the Applicants and others and, in the face of paragraph 26 of the Contract, it would be unconscionable to allow JMB to keep the benefit of the Holdback Amount and the Remaining Funds or both. For the Applicants and the other beneficiaries of the Trust to not be successful would result in a windfall to JMB contrary to its express undertaking to the MD of Bonnyville to hold such funds in trust.¹⁵
50. The Applicants had no reasonable opportunity to know about the existence of the Trust as it was contained in the Contract and the Applicants were not a party to the Contract and had no reason to believe that they had any ability to enforce the terms of an agreement to which they were not parties.
51. However, JMB was constituted a trustee of the Trust expressly and had a fiduciary duty both to comply with the Trust, and also to notify the Applicants and other persons who were potential or actual beneficiaries of the existence of the Trust; and failing to notify the Applicants and such other persons constituted breach of trust¹⁶, as did using any of the monies paid by the MD of Bonnyville for JMB’s own purposes before all of the beneficiaries were paid. The beneficiary of a trust has a right to hold the trustee to account for its administration of the trust property and to enforce the terms of the trust.¹⁷ However, the beneficiary cannot either hold the trustee to account or enforce the terms of the trust without knowing of the existence of the trust.¹⁸ The trustee must act honestly and the level of skill and prudence which would be expected of a reasonable person of business administering his or her own affairs. The trustee cannot delegate the office to another. And

¹⁵ *Hepburn*, *supra* Note 14, at para. [112](#).

¹⁶ *Valard Construction Ltd. v. Bird Construction Co.*, [2018 SCC 8](#) (CanLII), [2018] 1 SCR 224, at para. [29](#) – 32. Regarding the nature of trusts, the rights of beneficiaries and duties of trustees generally, see para. [14](#) – 22; [25](#) – 27; [29](#) – 32.

¹⁷ *Ibid.*, at para. [18](#).

¹⁸ *Ibid.*, at para. [19](#).

use of the trust property for personal gain (before complying fully with the terms of the trust) is a breach of the duties of the trustee.¹⁹

B. Is the “Holdback Amount” as defined by the Eidsvik May 20 Order constituted as Trust Funds pursuant to paragraph 26 of the Contract?

52. The sum defined as the Holdback Amount was constituted by the Eidsvik May 20 Order out of the funds payable by the MD of Bonnyville to JMB as was required to be set aside in place of the Lands of the MD of Bonnyville as security for the various builders’ liens claims that had been registered against the Lands of the MD of Bonnyville or that could have been registered but for the said Order. Monies paid into Court under s. 27 or 48 of the *Builders’ Lien Act* (“*BLA*”) stands in place of the lands. The Eidsvik May 20 Order specifically invoked s. 48(2) of the *BLA* in providing “that the Holdback Amount shall stand as security in place of the Lands to the extent of any security 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 prescribe by the *BLA*”.²⁰
53. The Holdback Amount was required by the Eidsvik May 20 Order to be held in trust by the Monitor.²¹
54. The Holdback Amount has therefore been held in trust since it was paid by the MD of Bonnyville to the Monitor pursuant to the Eidsvik May 20 Order, and it was part of the “Funds” as defined by the Eidsvik May 20 Order, being “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;” and are therefore part of the monies referred to expressly in paragraph 26 of the Contract and thereby constitute Trust Funds by paragraph 26 of the Contract.
55. The Holdback Amount has never been in the possession of JMB and have therefore never been able to have been co-mingled by JMB with other monies not subject to the Trust established by paragraph 26 and have never lost their character as Trust Funds.
56. It is now apparent that J.R. Paine did not submit a Lien Claim pursuant to the Eidsvik May 20 Order, and that the Monitor has determined that the Lien Claims of the Applicants and RBEE are invalid. JMB and the Monitor now take the position that the Lien Claims of the Applicants and RBEE are invalid because the only purpose of the supply of the Product by JMB to the MD of Bonnyville was for road construction or repairs and that the Lands of the MD of Bonnyville were not improved or intended to be improved by the supply of the Product, and that no builders’ lien could arise in favour of anyone in connection with the supply of Product by JMB to the MD of Bonnyville.

¹⁹ *Ibid.*, at para. [17](#).

²⁰ Eidsvik May 20 Order [Tab 3], at para. 8.

²¹ *Ibid.*, at para. 6.

57. Accordingly, if there can be no valid builders' liens or Lien Claims, the Holdback Amount will otherwise be paid by the Monitor to JMB pursuant to the Eidsvik May 20 Order.
58. There is therefore no impediment to JMB being compelled to continue to hold the Holdback Amount in trust pursuant to paragraph 26 of the Contract and to be made to account to the beneficiaries, including the Applicants, for the sums owing to each of the beneficiaries which have not yet been paid.
59. JMB and the Monitor refrained from disclosing paragraph 26 of the Contract to either the Court or any of the potential beneficiaries including the Applicants until the service of the Affidavit of Jason Panter ("Panter") on October 9, 2020 (the "Panter Affidavit"). The disclosure was made in the context of the concurrent and co-operative applications of the Applicants and JMB to remove the builders' liens from the lands of the Applicants which was heard on October 16, 2020. The first notice provided to Counsel for the Applicants that the Panter Affidavit would be used adversely against the interests of the Applicants was not until. JMB and the Monitor refrained from ever expressly disclosing the existence of the Trust established by paragraph 26 of the Contract in conjunction with the definitions of "Product" and "Services" in the Contract.
60. The existence of paragraph 26 of the Contract was clearly a material fact that the Court ought to have been made aware when the Initial Order, the Amended and Restated Initial Order, the Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order were being sought and granted, given that the Applicants were not aware of the terms of the Contract and particularly paragraph 26 of the Contract and the definitions of Product and Services in paragraphs 1(e.) and 1(f.) thereof.
61. The said Orders were, in effect, sought and granted on an *ex parte* basis since the Applicants and the other affected parties were not aware of the terms of the Contract and had no reason to believe that they had any right to enforce any of the terms of the Contract because they were not parties to the Contract and were unaware that the Contract created a Trust in favour of the Applicants and others who supplied material or services to JMB in connection with the Contract.
62. Any attempt by JMB to argue that the Applicants ought to have sought a copy of the Contract is contrary to the holding of the Supreme Court of Canada in *Valard*.²²

C. Are the remaining funds (the "Remaining Funds") beyond the Holdback Amount and the sums held in trust for payment of the liabilities of JMB to the CRA ("CRA Amount"), and paid to JMB pursuant to the Eidsvik May 20 Order constituted as Trust Funds pursuant to paragraph 26 of the Contract?

63. It is submitted that the Remaining Funds beyond the Holdback Amount and the CRA Amount are constituted Trust Funds pursuant to paragraph 26 of the Contract. They are clearly funds that were payable by the MD of Bonnyville to JMB pursuant to the Contract,

²² *Valard*, *supra* Note 16, at para. [24](#).

despite the intervention of the Eidsvik May 20 Order which simply enforced payment in a manner so as to relieve the MD of Bonnyville from any remaining liabilities in respect of such Remaining Funds, including but not limited to any builders' lien claims and in a manner that removed any existing Builders' Liens from the Lands of the MD of Bonnyville.

64. In order to comply with paragraph 26 of the Contract, JMB remains obligated to pay such Remaining Funds to any person(s) who have supplied any materials or work in connection with the Contract. Beyond the expressly listed items, there are the catch-all phrases at the end of paragraph 26 and in the definitions of "Product" and "Services" which are much more open-ended by the listed items.
65. The fact that the MD of Bonnyville may have no further interest in enforcing the terms of paragraph 26 of the Contract with respect to the Holdback Amount or the Remaining Funds (in respect of sums payable by the MD of Bonnyville up to April 30, 2020) in no way changes the obligations of JMB since paragraph 26 expressly creates a Trust. The beneficiaries of a trust can enforce the trust even if they are not parties to the instrument that created the Trust.²³

D. Are the Applicants entitled to trace the Remaining Funds or any of them and to require JMB to restore any such Remaining Funds to constitute the Trust established by paragraph 26 of the Contract?

66. Whether the Remaining Funds beyond the Holdback Amount and the CRA Amount are traceable by the Applicants (or any other beneficiaries) will, at this point, largely relate to what use such funds have been put by JMB, and to whom and for what purpose JMB may have paid any such funds.
67. If JMB is still in possession of any such Remaining Funds, it is submitted that they remain Trust Funds pursuant to paragraph 26 of the Contract.
68. If JMB has paid them to a "*bona fide* purchaser for value without notice", it is submitted that the Applicants would no longer be able to trace such funds. This could be the case if JMB used a portion of the Remaining Funds to purchase new goods or services from a party who was not aware that the Remaining Funds constituted Trust Funds and who gave valuable consideration for which a portion of the Remaining Funds were paid.
69. However, if JMB paid any such Remaining Funds to pay a past obligation, as opposed to a new obligation, it is submitted that the Applicants can trace such funds and require repayment by whomsoever JMB may have paid any such portion of the Remaining Funds. This is because there would be no new consideration for such payment and such payee would not therefore constitute a "*bona fide* purchaser for value without notice". It is submitted that to be a *bona fide* purchaser, one must have given new consideration to justify a payment as by advancing new value or undertaking new obligations. Merely paying a pre-existing obligation would not satisfy such a requirement. Such a payee would be a

²³ *Valard*, supra Note 16, at para. [18](#).

“volunteer” in the eyes of a court of equity and “equity will not assist a volunteer”.²⁴ The claims of the Applicants in such circumstances to such funds is a proprietary claim and not merely a debt owed by JMB.

70. It will depend on whether any of the Remaining Funds can be identified as having been paid to one or more persons who are not “*bona fide* purchasers for value without notice” and whether such funds can be traced into a remaining existing asset, including a chose in action, such as a debt or cause of action in respect of a debt.
71. To permit tracing, the value representing the Remaining Funds or a portion of them must be identified in the asset that is now claimed. There must be an identifiable asset into which the Remaining Funds or a portion of them can be traced.²⁵ In the event that there is a shortage in the trust funds, being the Holdback Amount or the Remaining Funds or both, *pro rata* distribution among the beneficiaries has been favoured by the Courts.²⁶

E. Are the Applicants entitled to payment from the Holdback Amount and / or the Remaining Funds of the amounts owed by JMB to the Applicants pursuant to the Aggregates Royalty Agreement between JMB and the Applicants?

72. It is submitted that the Holdback Amount are trust monies and ought to be distributed *pro rata* among such of the beneficiaries of the Trust constituted by paragraph 26 of the Contract as have not yet been paid in full.
73. Such funds have never been co-mingled or lost their character as trust funds. They were paid directly from the MD of Bonnyville to the Monitor instead of being paid to JMB in order to allow the Court to remove the registered builders’ liens from the Lands of the MD of Bonnyville. They were constituted as trust funds by the Eidsvik May 20 Order, but it is submitted that they were already trust funds by paragraph 26 of the Contract and JMB had an obligation to notify the actual and potential beneficiaries of the Trust of the existence of the Trust and failed to do so in breach of trust.
74. It is submitted that JMB and its counsel had an obligation to disclose the existence of the Trust to the Court when each of the Initial Order, the Amended and Restated Initial Order, the Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order were sought as each of those Orders was either actually *ex parte* or was effectively *ex parte* to the extent that they affected or had the potential to affect the Trust constituted by paragraph 26 of the Contract and the rights of the actual or potential beneficiaries of the Trust, and a pre-existing obligation to disclose the existence of the Trust to the actual and potential beneficiaries.

²⁴ *Vancouver Industrial Electric Ltd. v. Leone Industries Inc.*, [1999 CanLII 5246](#) (BC SC), at para. [35](#); *MacMillan v. MacMillan*, [1977 CanLII 1841](#), 76 D.L.R. (3d) 760 (SK CA) at p. 761 (Fourth full paragraph).

²⁵ *Grant v. Ste. Marie (Estate of)*, [2005 ABQB 35](#) (CanLII) at para. [20](#).

²⁶ *Ibid.*, at para. [22](#).

75. What the Court might have done if it had known of the Trust constituted by paragraph 26 of the Contract can be best judged by what it did regarding the deemed trust it actually knew about. The Court required the CRA Amount to be paid to the Monitor but to be segregated and dealt with separately from the Holdback Amount and from the Remaining Monies and to be paid to the CRA.²⁷
76. The Holdback Amount clearly remains available and remains trust funds. There is no reason that it should not be shared *pro rata* among those of the beneficiaries who have not been fully paid, including the Applicants, RBEE and J.R. Paine. Whether any of the Remaining Funds are still available or traceable will require disclosure of information from JMB and / or the Monitor as to the use to which such Remaining Funds have been put and whether any of them have been paid to “*bona fide* purchasers for value” or resulted in the acquisition of any assets by JMB into which such funds can be traced.

F. Should the Court set aside (or vary) the Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order?

77. It is submitted that JMB and its counsel owed a duty of utmost good faith in applying *ex parte* for the Initial Order, the Amended and Restated Initial Order, the Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order?
78. Further, s. [18.6\(1\)](#) of the [CCAA](#) imposes a duty of good faith on all parties, and s. [18.6\(2\)](#) of the [CCAA](#) empowers the Court to make any order that it considers appropriate in the circumstances where it is satisfied that an interested person failed to act in good faith.²⁸
79. The Initial Order and the Amended and Restated Initial Order were in fact granted *ex parte* as regards most parties, even if certain secured creditors may have been given notice.
80. Further, by s. [11.02\(3\)](#)²⁹ of the [CCAA](#), the Court cannot make an order extending an initial Order unless it is satisfied that the applicant has acted and is acting in good faith (and with due diligence).
81. The Eidsvik May 20 Order, the Mantle Order and the Reverse Vesting Order should be considered to have been granted *ex parte* in so far as the Trust established by paragraph 26 of the Contract is concerned since neither JMB, its counsel, the Monitor or the Monitor’s counsel ever put the full terms of the Contract before the Court or brought to the Court’s

²⁷ Eidsvik May 20 Order [Tab 3], at para. 3(d), 15(a).

²⁸ S. [18.6](#) of the [CCAA](#) provides:

Good faith

18.6 (1) Any interested person in any proceedings under this Act shall act in good faith with respect to those proceedings.

Good faith — powers of court

(2) If the court is satisfied that an interested person fails to act in good faith, on application by an interested person, the court may make any order that it considers appropriate in the circumstances.

²⁹ s. [11.02\(3\)](#) of the [CCAA](#) provides:

actual attention the content of paragraph 26. It was never made an exhibit to any Affidavit before the Panter Affidavit was served on October 9, 2020. And JMB, its counsel, the Monitor or its Counsel never brought the Panter Affidavit to the attention of the parties in connection with the application to have the Mantle Order and the Reverse Vesting Order granted.

82. The Applicants would not have agreed to the assignment of the Aggregates Royalty Agreement to Mantle without full payment of the cure costs if the Applicants had been made aware of the existence of the Trust established by paragraph 26 of the Contract in conjunction with the definitions of “Product” and “Services” in the Contract, and their potential entitlement under the Trust, together with the full accounting of the potential entitlement under the trust and further disclosures.³⁰ Further, the Applicants would have submitted a claim for not less than \$588,457.61 had JMB accurately disclosed the existence of the Trust as well, thereby entitling the Applicants to the amounts owing to the Applicants under the December 2019 Statement of Account, as well as for the deficiencies regarding the disclosures made by JMB on October 30, 2020 with respect to the April 30, 2020 Statement of Account.³¹ With respect to the Statement of Account for April 2020, the Applicants were not advised that the aggregates, or any portion of them, removed from the lands of the Applicants for provision to the MD of Bonnyville were used or to be used for “asphalt or paving” purposes.³² Pursuant to the Aggregates Royalty Agreement, no aggregates can be removed for that use without the Applicants express prior consent, and the Applicants are entitled to at least \$1.00 / tonne more if they consent to such use in respect of the aggregates so used or to be so used.³³ However, the Applicants did not have to consent to such use at all, and would not have under the circumstances, because using aggregate for asphalt or paving purposes involves **excessive wastage** which correlates into lost revenue for 945, as prior to any such processing the wastage could have been sold as gravel, but after processing the wastage has no value.³⁴
83. By failing to disclose the existence of the Trust, the Applicants suffered damages of not less than \$163,783.56³⁵ by reason of the failure of the payment of the Statement of Account of JMB for December of 2019, and by misstating the proper grade of aggregate that was provided to the MD of Bonnyville on the Statements of Account provided by JMB to the Applicants for the month of April 2020.³⁶
84. As indicated, the Court recognized and gave effect to the deemed trust in favour of CRA in relation to the CRA Amount. There is no reason to believe that the Court would have simply ignored the Trust constituted by paragraph 26 of the Contract or determined that it was invalid on an *ex parte* basis.

³⁰ Affidavit of Jerry Shankowski sworn November 6th, 2020, filed [Tab 5] at paras. 24 and 25.

³¹ *Ibid.*, at paras. 7, 17 and 23.

³² *Ibid.*, at paras. 14 and 22.

³³ *Ibid.*, at paras. 16, 19 and 20.

³⁴ *Ibid.*, at para. 24.

³⁵ The difference between \$588,457.61, and the amount sought by the original Lien Claim of \$424,674.05.

³⁶ Affidavit of Jerry Shankowski sworn November 6th, 2020, filed [Tab 5] at paras. 7, 14, 21-23.

85. Without notice applications are extraordinary because it is a fundamental principle that parties have a right to be heard before their rights are negatively affected.³⁷ An applicant for a without notice order must act with utmost good faith and make full, fair and candid disclosure of the facts and this disclosure must include facts which would militate against the application.³⁸ The evidence must be complete and thorough and no relevant information adverse to the interests of the opposing affected party may be withheld, and the obligation of full, fair and candid disclosure is on both the applicant and its legal counsel.³⁹ Failure to comply with these obligations may result in an order being set aside.⁴⁰ The disclosure obligation also applies to defences.⁴¹
86. A debtor applicant under the *CCAA* must also act in good faith with respect to proceedings under the *CCAA*.⁴²
87. The Court may not grant a renewal or extension of an initial order unless it is satisfied that the applicant has acted and as is acting in good faith.⁴³ Accordingly, it can be taken that Parliament placed a great deal of emphasis on the requirement of good faith under the *CCAA*.
88. While the Court is not compelled to set aside an order obtained *ex parte* or effectively *ex parte* for breach of the duty of full and frank disclosure, it may do so on this ground alone.⁴⁴
89. Often the Court considers whether the same order would have been granted if full and frank disclosure had been made. It also considers whether confirming or leaving the order in place will effectively reward the misconduct of not complying with the obligation of full and frank disclosure.

³⁷ *Secure 2013 Group Inc v Tiger Calcium Services Inc*, [2017 ABCA 316](#) (“Tiger Calcium”), at para. [41](#).

³⁸ *Ibid.*, at para. [44](#).

³⁹ *Ibid.*, at para. [45](#) - 46.

⁴⁰ *Ibid.*, at para. [47](#).

⁴¹ *Ibid.*, at para. [48](#).

⁴² *CCAA*, s. [18.6](#) provides:

Duty of Good Faith

Good faith

18.6 (1) Any interested person in any proceedings under this Act shall act in good faith with respect to those proceedings.

Good faith — powers of court

(2) If the court is satisfied that an interested person fails to act in good faith, on application by an interested person, the court may make any order that it considers appropriate in the circumstances.

⁴³ *CCAA*, s. [11.02\(3\)](#) provides:

(3) The court shall not make the order unless

(a) the applicant satisfies the court that circumstances exist that make the order appropriate; and

(b) in the case of an order under subsection (2), the applicant also satisfies the court that the applicant has acted, and is acting, in good faith and with due diligence. [emphasis added]

⁴⁴ *Luo v. Wang*, [2005] A.J. No. 1561, [2005 ABCA 394](#), at para. [6](#).

90. In this case, it seems very doubtful that the Eidsvik May 20 Order would have been granted in the same terms as it was had the Court been made aware of the Trust constituted by paragraph 26 of the Contract.
91. Similarly, it seems very doubtful that the Court would have left the beneficiaries with only whatever remedies they may have against 2161889 Alberta Ltd. as a result of the Reverse Vesting Order and after allowing all of the Holdback Amount and the Remaining Monies to be paid out to JMB had the Court been made aware of the Trust constituted by paragraph 16 of the Contract.
92. In addition to or in lieu of setting the order obtained without notice aside, breach of the duty of utmost good faith and full and frank disclosure and breach of the duty of good faith under the *CCAA* constitutes misconduct in the litigation and can result in elevated or even full indemnity scale costs, including against counsel personally where the duty is also breached by counsel.⁴⁵
93. In considering the scale and quantum of costs, it is submitted that the Court should take into account the efforts wasted by the Applicants (and RBEE) in pursuing builders' lien claims when JMB and its counsel knew that no builders' liens were possible given the sole use of the aggregate for road construction or repair but did not disclose that sole use to which the aggregate was being put to the Applicants or the other Lien Claimants until the Panter Affidavit was provided on October 9, 2020 and the Affidavit of Blake Elyea was provided on October 16, 2020. This was all while failing to disclose the existence of the Trust constituted by paragraph 26 of the Contract. It should be noted that JMB attached a copy of the Ellis-Don contract to an Affidavit in seeking the Order establishing the lien process order regarding that contract⁴⁶, but did not disclose the Contract in seeking the Eidsvik May 20 Order or at any time prior to the service of the Panter Affidavit on October 9, 2020.

G. Did the provision of the Panter Affidavit on October 9, 2020 constitute express, implied or ostensible notice to Shankowski or any of the other potential beneficiaries under the Trust?

94. It is submitted that the mere provision of the Panter Affidavit on October 9, 2020 did not constitute an affirmative discharge of JMB's fiduciary duty to notify the Applicants and other persons who were potential or actual beneficiaries of the existence of the Trust. Neither paragraph 26 of the Contract nor the existence of the Trust formed any part of the substantive arguments contained in the Brief of JMB and was not mentioned at any time by anyone during the oral submissions before Eidsvik J. on October 16, 2020 regarding the matter at hand. Paragraph 26 was not a highlighted provision in the appended Contract, nor

⁴⁵ *Shehu v Iqbal*, [2018 ABQB 862](#) (CanLII), at para. 28 – 32; *WAM v Alberta (Child, Youth and Family Enhancement Act, Minister)*, [2017 ABCA 14](#) (CanLII), at para. 31 – 33.

⁴⁶ Affidavit of Jeff Buck sworn May 28, 2020, filed [**Tab 6**] at para. 7 and Exhibit "A".

was it a relevant or pertinent consideration to the question of whether or not the subject liens registered against Shankowski lands should or should not be discharged.

95. The provision of the Panter Affidavit on October 9, 2020 was not to oppose the concurrent Application of Shankowski to remove the builders' liens from the Shankowski lands, but to work in concert and in combination with the Applicants' (Shankowski and 945411) application to effect the discharge of the RBEE Aggregates and J.R. Paine Liens registered against the Shankowski lands.
96. It is submitted that if the Court deems that the mere provision of the Panter Affidavit in the context of the applications returnable on October 16, 2020 constituted express notice to Shankowski and 945411 of the existence of the Trust, then surely it must also constitute express notice to RBEE Aggregates of the existence of the Trust as they were the participating respondent and adverse in interest to the applications on October 16, 2020 to discharge the subject liens. And by extension, the mere provision of the Panter Affidavit on October 9, 2020 would also thereby constitute express notice to J.R. Paine and all other potential beneficiaries on the Service List as to the existence of the Trust, as they were served with the Panter Affidavit on October 9, 2020 as well.
97. If all of the potential beneficiaries had notice of the existence of the Trust, by the mere presentation of the Panter Affidavit of October 9, 2020, then all of the potential beneficiaries would be bound by the further orders made by this Court on October 16, 2020, including:
 - a. Vesting all Remaining Assets and Liabilities of JMB (other than those vested in Mantle pursuant to the Amended and Restated Mantle Sale Approval and Vesting Order and certain excluded assets granted October 16, 2020 by Eidsvik J as constituted by the Mantle Order) in 2161889 Alberta Ltd. ("216");
 - b. Barring, expunging and prohibiting the commencement or continuation of any claims, including trusts and deemed trusts, against JMB, but permitting any such claims to be brought against 216, instead;
 - c. Generally, all other provisions of the Reverse Vesting Order granted October 16, 2020 by the Judge;
98. But the duty of a Trustee to disclose the existence of the Trust must be fulfilled by "reasonable steps" under the circumstances to notify the beneficiaries of the Trust of the

existence of the Trust.⁴⁷ The duty is to notify the actual and potential beneficiaries of the existence of the Trust, and not merely the existence of a document from which the beneficiaries *might*, with luck and considerable diligence, discover on their own the existence of the Trust. The duty of a trustee is to act honestly and with reasonable skill and prudence, including with respect to this particular duty to disclose the existence of the Trustee.⁴⁸ The duty of honesty requires that the notice of the existence of the Trust be express and not obfuscated within reams of paper provided for a separate purpose that beneficiaries or their lawyers must pore intently over for hours to discover the existence of the Trust and the relevance of the previous non-disclosure.

99. Essentially, all remedies that are now being pursued by any party against JMB in regards to the Trust would constitute a collateral attack against the Mantle Order and the Reverse Vesting Order of Eidsvik J., of October 16, 2020, whereby all and any such claims or actions must be pursued exclusively against 216. By implication, this would dictate that the full amount of the Holdback amount constituted for the lien determinations, should be properly paid to JMB.
100. As 216 has virtually no net assets above the value of the sums owing to secured creditors⁴⁹, the right of pursuit of the Trust claims against 216 would be empty.
101. It is submitted that any attempt by JMB or the Monitor to contort the mere presentation of the Panter Affidavit on October 9, 2020 as constituting either express, implied or ostensible notice of the Trust to the potential trust beneficiaries is in breach of the principles of procedural fairness. The applications returnable on October 16, 2020 for the discharge of the Liens as against the Shankowski lands did not in any way involve a discussion or application of paragraph 26 of the Contract, and therefore cannot have constituted express or even implied notice of the existence of the Trust sufficient to discharge the fiduciary obligations of JMB recognized by *Valard*.⁵⁰

H. Should permission / leave be granted to add the additional named persons as Respondents to this Application?

102. The Applicants recognize that bringing applications against Counsel for an opposing party, the Monitor, and Counsel for the Monitor is unusual.

⁴⁷ *Valard, supra*, Note 16, at para. [27](#).

⁴⁸ *Ibid.*, at para. [26](#).

⁴⁹ Plan of Arrangement, para. 2.3(b), being Exhibit "A" to the Affidavit of Byron Levkulich sworn September 30, 2020 [**Tab 7**].

⁵⁰ *Wiebe v. Weinrich Contracting Ltd*, [2020 ABCA 396](#) (CanLII), at para. [44](#), [45](#) and [49](#).

103. Pursuant to the Amended and Restated Initial Order (“ARIO”), permission of the Court is required to commence any proceeding against the Monitor.⁵¹ Further, the ARIO provides that the Monitor shall have no liability for acting under the ARIO except for wilful misconduct or gross negligence.⁵²
104. The Monitor must act honestly and in good faith.⁵³
105. Breach of the duty to act honestly and in good faith is submitted to come within the meaning of “willful misconduct” or “gross negligence”.
106. It is submitted that if the Monitor knew of the existence of the Trust and that JMB and its Counsel had not disclosed the existence of the Trust to the Court or to the beneficiaries of the Trust established by paragraph 26 of the Contract, and failed to disclose that fact to the Court, this would constitute “wilful misconduct” or “gross negligence”.
107. The Applicants are seeking permission pursuant to paragraph 13 of the ARIO to add the Monitor and its Counsel as Respondents to the Application for the purpose of seeking the relief claimed in the Application against the Monitor and its Counsel.
108. It is submitted that there is no other reasonable way to obtain permission of the Court to commence proceeding against the Monitor under the circumstances and given the scheduled Application date for November 27, 2020, except in the manner taken in this Application. The Court can consider whether to grant permission at the commencement of the hearing of that portion of the Application. If permission is refused regarding adding the Monitor and its Counsel as Respondents, that will end the Application with respect to those proposed parties.
109. It is submitted that the hurdle to add the Respondent and its Counsel as Respondents should not be insurmountable, but should be assessed based on whether there is a reasonable possibility of the Applicants establishing a claim against the Monitor and its Counsel assuming the truth of the allegations made against the Monitor and its Counsel.
110. It is submitted that the same standard should apply to the other persons sought to be added as Respondents to this Application, being Counsel for JMB. The law regarding *ex parte* applications is very clear that the duty of full and frank disclosure is on both the applicant for such an Order and upon counsel for such an applicant.

⁵¹ Amended and Restated Initial Order, para. 13.

⁵² *Ibid.*, at para. 27.

⁵³ [CCAA](#), s. 25.

VI. CONCLUSION

111. The Applicants submit that the sums owing to them constitute a charge on the Holdback Amount and the Remaining Funds or both, and seek payment of the sums owing to the Applicants in the sum of \$588,457.61, and costs of this application on a scale as between a solicitor and own client (full indemnity) or such other costs as this Honourable Court deems just and appropriate, and such further and other relief as may be required and as this Honourable Court deems just and appropriate. For clarity, the Applicants seek the relief set forth in paragraph 1.

ALL OF WHICH IS RESPECTFULLY SUBMITTED THIS 13TH DAY OF NOVEMBER, 2020.
HAJDUK LLP

Counsel for the Applicants, Jerry Shankowski and 945441 Alberta Ltd.

Per:



RICHARD B. HAJDUK & RODGER C. GIBBS
Barristers & Solicitors

LIST OF AUTHORITIES

1. Order (Amended and Restated Mantle Sale Approval and Vesting Order) granted October 16, 2020
2. Reverse Vesting Order granted October 16, 2020
3. Order-Lien Claims-MD of Bonnyville granted May 20, 2020, filed May 21, 2020
4. Affidavit of Jerry Shankowski sworn August 10, 2020
5. Affidavit of Jerry Shankowski sworn and filed November 6, 2020
6. Affidavit of Jeff Buck sworn and filed May 28, 2020
7. Affidavit of Byron Levkulich sworn September 30, 2020
8. *Canada North Group Inc. (Companies' Creditors Arrangement Act)*, [2017 ABQB 550](#), [33](#)
9. *Shire International Real Estate Investments Ltd. (Re)*, [2010 ABQB 84](#), [10](#)
10. *Brookfield Bridge Lending Fund Inc. v. Karl Oil and Gas Ltd.*, [2009 ABCA 99](#), [7](#), [8](#), [10](#)
11. *Hepburn v. Jannock Limited*, [2008 CanLII 429](#) (ON SC), . [99](#), [112](#)
12. *Valard Construction Ltd. v. Bird Construction Company*, [2018 SCC 8](#) (CanLII), [14](#) – 22, [17](#), [18](#), [19](#), [24](#), [25](#) – 27, [29](#) – 32
13. *Vancouver Industrial Electric Ltd. v. Leone Industries Inc.*, [1999 CanLII 5246](#) (BC SC), [35](#)
14. *MacMillan v. MacMillan*, [1977 CanLII 1841](#) (SK CA)
15. *Grant v. St. Marie (Estate of)*, [2005 ABQB 35](#) (CanLII), [20](#), [22](#)
16. *Secure 2013 Group Inc. v. Tiger Calcium Services Inc.*, [2017 ABCA 316](#), [41](#), [44](#), [45](#) – 46, [47](#), [48](#).
17. *Luo v. Wang*, [2005 ABCA 394](#), [6](#)
18. *Shehu v. Iqbal*, [2018 ABQB 862](#), [28](#) – 32
19. *WAM v. Alberta (Child, Youth and Family Enhancement Act, Minister)*, [2017 ABCA 14](#), [31](#) – 33
20. *Wiebe v. Weinrich Contracting Ltd.*, [2020 ABCA 396](#) (CanLII), at para. [44](#) , [45](#) and [49](#)

TAB 1

Clerk's Stamp

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

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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

DOCUMENT **ORDER (Amended and Restated Mantle Sale Approval and Vesting Order)**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Attention: Sean Collins / Pantelis Kyriakakis
Tel: 403-260-3531 / 3536
Fax: 403-260-3501
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2020
LOCATION OF HEARING OR TRIAL: Calgary, Alberta
NAME OF JUDGE WHO MADE THIS ORDER: Honourable Justice Eidsvik

UPON the application (the "**Application**") of JMB Crushing Systems Inc. ("**JMB**") and 2161889 Alberta Ltd. ("**216**", JMB and 216 are collectively, the "**Applicants**") who commenced the within proceedings (the "**Proceedings**") pursuant to the initial order granted under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") on May 1, 2020, as subsequently amended and restated on May 11, 2020 (collectively, the "**Initial Order**"), for an order approving the sale transaction (collectively, the "**Transaction**") contemplated by the Amended and Restated Asset Purchase Agreement, dated September 28, 2020 (the "**APA**"), between the Applicants, as vendors, and Mantle Materials Group, Ltd. (the "**Purchaser**"), as purchaser, and vesting in the Purchaser (or its nominee), all of the Applicants' right, title, and interest in and to the assets described in the APA (collectively, the "**Acquired Assets**");

AND UPON HAVING READ the Initial Order and the sale and investment solicitation process attached as Schedule "A" to the Initial Order (the "**SISP**"); **AND UPON HAVING READ**

the Second Report of FTI Consulting Canada Inc. (the “**Monitor**”), in its capacity as the court-appointed monitor of the Applicants, dated July 6, 2020 (the “**Second Monitor’s Report**”), the Fifth Report of the Monitor, dated September 10, 2020, and the Seventh Report of the Monitor, dated September 30, 2020 (the “**Seventh Monitor’s Report**”), all filed; **AND UPON HAVING READ** the Applicants’ application for an order pursuant to Section 11.3 of the CCAA, which has been applied for concurrently with this Order, and the proposed form of order attached as Schedule “A” thereto (the “**Section 11.3 Order**”); **AND UPON HAVING READ** the Affidavit of Byron Levkulich (the “**Levkulich Affidavit**”), sworn September 30, 2020, and the Affidavit of Service of Katie Doran (the “**Service Affidavit**”), to be filed; **AND UPON HAVING READ** the Order (Mantle Sale Approval Order), granted by the Honourable Justice K.M. Eidsvik on October 1, 2020; **AND UPON HEARING** the submissions of counsel for the Applicants, the Monitor, and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Seventh Monitor’s Report is abridged, the Application is properly returnable today, service of the Application and the Seventh Monitor’s Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list (the “**Service List**”) attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the Seventh Monitor’s Report.

DEFINED TERMS

2. Capitalized terms used herein but not otherwise defined shall have the same meaning as given to such terms in the APA.

APPROVAL OF THE TRANSACTION

3. The Transaction is hereby approved and execution of the APA is hereby authorized, ratified, confirmed, and approved, with such minor amendments as the Applicants (with the written consent of the Monitor) and the Purchaser may agree to. The Monitor and the Applicants are hereby authorized and directed to take such additional steps and the Applicants are hereby authorized and empowered to execute such additional documents as may be necessary or desirable for the completion of the Transaction or for the conveyance of the Acquired Assets, with the exception of any Designated Permits or Restricted Agreements (the Acquired Assets other

than the Designated Permits and Restricted Agreements are, collectively, the “**Transferred Acquired Assets**”), which Restricted Agreements shall be dealt with under the Section 11.3 Order, to the Purchaser (or its nominee), in accordance with the terms and conditions of the APA.

VESTING OF THE TRANSFERRED ACQUIRED ASSETS

4. Subject only to approval by Alberta Environment and Parks (“**AEP**”) of the transfer of any Crown Dispositions (as defined below) and upon the delivery of a Monitor’s certificate to the Purchaser (or its nominee), substantially in the form set out in Schedule “**A**” hereto (the “**Monitor’s Certificate**”), subject only to the Permitted Encumbrances (as defined below), all of the Applicants’ right, title, and interest in and to the Transferred Acquired Assets, in the manner described in the APA, shall vest absolutely, exclusively, and entirely in the name of the Purchaser (or its nominee) and, subject to the declarations under the 11.3 Order concerning the Assigned Contracts, shall be free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, options, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary, or otherwise, whether or not they have attached or been perfected, registered, or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing:

- (a) any encumbrances or charges created by the Initial Order;
- (b) all charges, security interests or claims evidenced by registrations pursuant to:
 - (i) the *Personal Property Security Act* (Alberta) or any other personal property registry system;
 - (ii) the *Land Titles Act*, RSA 2000, c L-7 (the “**Land Titles Act**”);
 - and, (iii) the *Public Lands Act*, RSA 2000, c. P-40 (the “**PLA**”), and the regulations thereunder;
- (c) any liens or claims of lien under the *Builders’ Lien Act* (Alberta); and,
- (d) those Claims listed in Schedule “**B**” hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the permitted encumbrances, caveats, interests, easements, and restrictive covenants listed in Schedule “**C**” and “**E**” hereto (collectively, “**Permitted Encumbrances**”));

and for greater certainty, this Court orders that all Claims, including the Encumbrances but excluding the Permitted Encumbrances, affecting or relating to the Transferred Acquired Assets are hereby expunged, discharged and terminated as against the Transferred Acquired Assets.

5. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, "**Governmental Authorities**") are hereby authorized, requested, and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or its nominee clear title to the Transferred Acquired Assets, subject only to Permitted Encumbrances. Without limiting the foregoing:

(a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested, and directed to forthwith:

(i) cancel existing Certificate of Title No. 992 302 625 for those lands and premises legally described as:

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP FIFTY SIX (56)
RANGE SIX (6)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 6430 KS - ROAD 0.417 1.03
B) PLAN 395 RS - ROAD 0.615 1.52
C) PLAN 9222585 - ROAD 0.407 1.01
EXCEPTING THEREOUT ALL MINES AND MINERALS

(the "**Lands**").

(ii) issue a new Certificate of Title for the Lands in the name of the Purchaser (or its nominee);

(iii) transfer to the New Certificate of Title the existing instruments listed in Schedule "**C**", to this Order, and to issue and register against the New Certificate of Title such caveats, utility rights of ways, easements or other instruments as are listed in Schedule "**C**"; and

- (iv) discharge and expunge the Encumbrances listed in Schedule “**B**” to this Order and discharge and expunge any Claims including Encumbrances (but excluding Permitted Encumbrances) which may be registered after the date of the APA against the existing Certificate of Title to the Lands;

- (b) upon payment of all applicable charges and fees, AEP (subject to the approval of the AEP, as set out in paragraph 4 herein) is hereby requested to transfer and assign all Crown dispositions listed in Schedule “**D**” to this Order, standing in the name of either or both of the Applicants (collectively, the “**Crown Dispositions**”), to the Purchaser (or its nominee), provided that the Purchaser (or its nominee) comply with all applicable licensing requirements, and to consent to and register the assignment of the Crown Dispositions to the Purchaser, and in doing so no further proof of due execution of the transfer and assignment of the Crown Dispositions beyond the provisions of this Order and the presentment of the Monitor’s Certificate shall be required;

- (c) AEP is hereby authorized and requested, upon the appropriate applications for such transfer or assignment being made by the Applicants and Purchaser, to transfer and assign (subject to the approval of AEP) all of the Applicants’ right, title and interest in:
 - (i) any other authorizations issued under legislation administered by AEP and registered in the name of either or both of the Applicants, the transfer and assignment of which may be necessary to give effect to the transfer and assignment of the Crown Dispositions to the Purchaser; and,

 - (ii) to the extent assignable or transferable, all Conservation and Reclamation Business Plans that relate to the Crown Dispositions and which are registered in the name of either or both of the Applicants (the “**Crown Disposition Documents**”),

to the Purchaser, and to consent to and register the assignment of such authorizations and Crown Disposition Documents to the Purchaser, and in doing so no further proof of due execution of the transfer and assignment of such Crown Disposition Documents beyond the provisions of this Order and the presentment of the Monitor’s Certificate shall be required;

(d) the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests (other than Permitted Encumbrances) in the estate or interest of the Applicants in any of the Transferred Acquired Assets which are of a kind prescribed by applicable regulations as serial-number goods, including, but not limited to, those set out in Schedule “**B**” hereto.

6. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the APA. Presentment of this Order and the Monitor’s Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Transferred Acquired Assets of any Claims including the Encumbrances but excluding the Permitted Encumbrances.

7. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor pursuant to this Order, the SISP, the APA, or any ancillary documents related thereto, and shall incur no liability, whatsoever, in connection therewith, save and except for any liability arising due to gross negligence or wilful misconduct on its part.

8. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Transferred Acquired Assets is required for the due execution, delivery, and performance by the Applicants of the APA, other than any required approval by AEP.

9. Upon delivery of the Monitor’s Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c.L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by the Applicants.

10. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Acquired Assets shall stand in the place and stead of the Acquired Assets from and after delivery of the Monitor’s Certificate and all Claims including the Encumbrances (but excluding the Permitted Encumbrances) shall not attach to, encumber, or otherwise form a

charge, security interest, lien, or other Claim against the Acquired Assets and may be asserted against the net proceeds from sale of the Acquired Assets with the same priority as they had with respect to the Acquired Assets immediately prior to the sale, as if the Acquired Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

11. Upon completion of the Transaction, the Applicants and all persons who claim by, through or under the Applicants in respect of the Transferred Acquired Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Transferred Acquired Assets, save and except for persons entitled to the benefit of the Permitted Encumbrances, shall stand absolutely and forever barred, estopped, and foreclosed from and permanently enjoined from pursuing, asserting, or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Transferred Acquired Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Transferred Acquired Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Transferred Acquired Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).

12. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Transferred Acquired Assets for its own use and benefit without any interference of or by the Applicants, or any person claiming by, through or against the Applicants.

13. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Applicants and the Monitor are authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Applicants' records pertaining to the Applicants' past and current employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Applicants were entitled.

14. Immediately upon closing of the Transaction, holders of Permitted Encumbrances shall have no claim whatsoever against the Applicants or the Monitor.

15. The Monitor is directed to file with the Court a copy of the Monitor's Certificate forthwith after delivery thereof to the Purchaser (or its nominee).

16. The Monitor may rely on written notice or correspondence from the Applicants and the Purchaser or their respective counsel regarding the fulfillment of conditions to closing under the APA and shall incur no liability, whatsoever, with respect to the delivery of the Monitor's Certificate.

MISCELLANEOUS MATTERS

17. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made herein;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of JMB, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; and
- (d) the provisions of any federal or provincial statute:

the vesting of the Transferred Acquired Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicants, the Monitor, and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Applicants and the Monitor, as an officer of the Court, as may be necessary

or desirable to give effect to this Order or to assist the Applicants, the Monitor, and their agents in carrying out the terms of this Order.

19. The Applicants, the Monitor, the Purchaser (or its nominee), and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

20. Service of this Order shall be deemed good and sufficient by:

(a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
- (ii) any other person served with notice of the application for this Order;
- (iii) any other parties attending or represented at the application for this Order;
- (iv) the Purchaser or the Purchaser's solicitors;

(b) Posting a copy of this Order on the Monitor's website at: <http://cfcanada.fticonsulting.com/jmb/default.htm>; and,

(c) Posting a copy of the Order to CaseLines in accordance with the CaseLines Service Order granted on May 29, 2020,

and service on any other person is hereby dispensed with.

21. Service of this Order shall be deemed good and sufficient by serving the same in accordance with the procedures in the CaseLines Service Order granted on May 29, 2020.



Justice of the Court of Queen's Bench of Alberta

**SCHEDULE "A" TO THE ORDER (SALE APPROVAL AND VESTING)
MONITOR'S CERTIFICATE**

Clerk's Stamp

COURT FILE NUMBER 2001-05482
COURT COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
APPLICATIONS IN THE MATTER OF THE *COMPANIES' CREDITORS*
 ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

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

DOCUMENT **MONITOR'S CERTIFICATE**

ADDRESS FOR McCarthy Tétrault LLP
SERVICE AND 4000, 421 – 7th Avenue SW
CONTACT Calgary, Alberta T2P 4K9
INFORMATION OF Attention: Sean Collins / Pantelis Kyriakakis
PARTY FILING THIS Tel: 403-260-3531 / 3536
DOCUMENT: Fax: 403-260-3501
 Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

RECITALS

- A. Pursuant to an Order of the Honourable Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta, Judicial District of Calgary (the "**Court**"), dated May 1, 2020, as subsequently amended and restated on May 11, 2020, FTI Consulting Canada Inc., was appointed as the monitor (the "**Monitor**") of JMB Crushing Systems Inc. and 2161889 Alberta Ltd. (collectively, the "**Applicants**").
- B. Pursuant to an Order of the Court, dated October 1, 2020 (the "**Sale Approval Order**"), the Court approved the Amended and Restated Asset Purchase Agreement, dated September 28, 2020 (the "**APA**"), between the Applicants, as vendors, and Mantle Materials Group Ltd. (the "**Purchaser**"), as purchaser, and provided for the vesting in the Purchaser of Applicants' right, title, and interest in and to the Transferred Acquired Assets, which vesting is to be effective with respect to the Transferred Acquired Assets upon the delivery by the Monitor to the Purchaser of a certificate confirming: (i) the payment by the Purchaser of the Purchase Price for the Transferred Acquired Assets; (ii) that all

conditions to the closing of the APA have been satisfied or waived by the Applicants and the Purchaser; and, (iii) the Transaction has been completed to the satisfaction of the Monitor.

- C. Unless otherwise indicated herein, all capitalized terms have the meanings set out in the Sale Approval Order.

THE MONITOR CERTIFIES the following:

1. The Purchaser (or its nominee) has paid and the Monitor has received the Purchase Price for the Acquired Assets, in accordance with and as contemplated by the terms of the APA;
2. The conditions to the closing of the APA have been satisfied or waived by the Applicants and the Purchaser (or its nominee); and,
3. The Transaction has been completed to the satisfaction of the Monitor.

This Certificate was delivered by the Monitor at **[Time]** on **[Date]**.

FTI CONSULTING CANADA INC., in its capacity as the monitor of **JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.**, and not in its personal or corporate capacity.

Per: _____
Name:
Title:

**SCHEDULE "B" THE ORDER (SALE APPROVAL AND VESTING)
ENCUMBRANCES**

Encumbrances Registered against Certificates of Title:

**I. The "Lands" - NE ¼ of 35-56-6-W4M
LEGAL DESCRIPTION**

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP FIFTY SIX (56)
RANGE SIX (6)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT:

- A) PLAN 6430 KS - ROAD 0.417 1.03
- B) PLAN 395 RS - ROAD 0.615 1.52
- C) PLAN 9222585 - ROAD 0.407 1.01

EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
N/A	N/A	N/A	N/A	NO ENCUMBRANCES

II. “Shankowski” - SW 21-56-7-W4

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT:
HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD 0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT:
HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD 0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
0037 711 538	172 269 783 +5	202 104 972	13/05/2020	BUILDER'S LIEN LIENOR – J.R. PAINE & ASSOCIATES LTD. C/O SCOTT LAW 17505 106 AVE

				EDMONTON ALBERTA T5S1E7 AGENT – JOHN SCHRODER AMOUNT: \$64,207
	202 106 447	15/05/2020		BUILDER'S LIEN LIENOR – RBEE AGGREGATE CONSULTING LTD. C/O PUTNAM & LAWSON 9702-100 STREET MORINVILLE ALBERTA T8R1G3 AGENT – MAXWELL C PUTNAM AMOUNT: \$1,270,791

III. “Buksa” - N ¼ of 24-56-7-W4M

LEGAL DESCRIPTION

FIRST

ALL OF THAT PORTION OF THE NORTH WEST QUARTER OF SECTION TWENTY FOUR (24) TOWNSHIP FIFTY SIX (56) RANGE SEVEN (7) WEST OF THE FOURTH MERIDIAN NOT COVERED BY THE WATERS OF NORTH SASKATCHEWAN RIVER, AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 20TH DAY OF OCTOBER, A.D. 1922, CONTAINING 58.5 HECTARES (144.60 ACRES) MORE OR LESS. EXCEPTING THEREOUT: .829 HECTARES (2.05 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 2208 E.T. EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

ALL OF THAT PORTION OF THE NORTH EAST QUARTER OF SECTION TWENTY FOUR (24) TOWNSHIP FIFTY SIX (56) RANGE SEVEN (7) WEST OF THE FOURTH MERIDIAN

NOT COVERED BY THE WATERS OF SASKATCHEWAN RIVER, AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 6TH DAY OF JUNE A.D. 1906, CONTAINING 63.7 HECTARES, (157.60 ACRES) MORE OR LESS. EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 2208ET - ROAD	1.19	2.94	
B) PLAN 9120726 - ROAD	12.344	30.50	

EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
N/A	N/A	N/A	N/A	N/A

IV. “Andrychuk” - SW 15-57-14-W4

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 14 TOWNSHIP 57 SECTION 15 ALL THAT PORTION OF THE SOUTH WEST QUARTER LYING TO THE WEST OF THE RIGHT BANK OF THE NORTH SASKATCHEWAN RIVER AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 6 OCTOBER 1913 CONTAINING 64.462 HECTARES (159.40 ACRES) MORE OR LESS EXCEPTING THEREOUT: 0.19 OF AN ACRE MORE OR LESS AS SHOWN ON ROAD PLAN 2915ET EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
N/A	N/A	N/A	N/A	NO ENCUMBRANCES

V. "Havener" - NW 16-56-7-W4

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 16

QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 4286BM -ROAD 0.0004 0.001

B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID QUARTER SECTION; THENCE
EASTERLY ALONG THE SOUTH BOUNDARY 110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY
OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH BOUNDARY TO A POINT
ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT
CONTAINING 1.21 3.00

C) PLAN 1722948 - ROAD 0.360 0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
0037 711 496	172 269 783 +2	002 170 374	20/06/2000	CAVEAT RE: ROYALTY AGREEMENT CAVEATOR – JMB CRUSHING SYSTEMS LTD. PO BOX 478 ELK POINT ALBERTA T0A1A0
		202 104 972	13/05/2020	BUILDER'S LIEN LIENOR – J.R. PAINE & ASSOCIATES LTD. C/O SCOTT LAW 17505 106 AVE EDMONTON

				ALBERTA T5S1E7 AGENT – JOHN SCHRODER AMOUNT: \$64,207
	202 106 449	15/05/2020		BUILDER'S LIEN LIENOR – RBEE AGGREGATE CONSULTING LTD. C/O PUTNAM & LAWSON 9702-100 STREET MORINVILLE ALBERTA T8R1G3 AGENT – MAXWELL C PUTNAM AMOUNT: \$1,270,791

**SCHEDULE "C" TO THE ORDER (SALE APPROVAL AND VESTING)
PERMITTED ENCUMBRANCES**

1. The terms and conditions of the Assigned Contracts and Aggregate Pit Agreements, including any depth limitations or similar limitations that may be set forth therein and any liens or security interests reserved therein for royalty, bonus or rental, or for compliance with the terms thereof;
2. Inchoate Liens incurred or created as security in favour of any Person with respect to a Vendor's share of costs and expenses for the extraction, processing or hauling of Aggregates which are not due or delinquent as of are adjusted to the date of Closing;
3. Defects or irregularities of title which are waived by the Purchaser;
4. Easements, rights of way, servitudes or other similar rights on, over, or in respect of any of the Transferred Acquired Assets, including rights of way for highways and other roads, railways, sewers, drains, pipelines, gas or water mains, power, telephone or cable television towers, poles and wires;
5. Applicable Laws and any rights reserved to or vested in any Government Authority to levy taxes, require periodic payment of rentals, fees or other amounts or otherwise to control or regulate any of the Transferred Acquired Assets in any manner, including (a) any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Acquired Asset in any manner including to purchase, condemn, expropriate, or recapture any Acquired Asset, and (b) any requirements to obtain the consent or approval of, or to submit notices or filings with, or other actions by, Governmental Authorities in connection with the transfer of the Permits;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Transferred Acquired Assets or interests therein;
7. Liens granted in the ordinary course of business to a public utility, municipality or governmental authority respecting operations pertaining to any of the Transferred Acquired Assets for which any required payments are not delinquent or are adjusted as of the Closing;
8. Undetermined or inchoate securing Taxes not yet due and payable that are adjusted as of the Closing;
9. Security Interest in favour of ATB against the Acquired Tranche B Inventory and the JMB Real Property;
10. Security Interests in favour of Fiera against the Transferred Acquired Assets;
11. Security interests in favour of Canadian Western Bank under and pursuant to the CWB Agreement (as defined in the APA); and,
12. All encumbrances, claims, Liens, registrations, interests, instruments, and Crown Dispositions, as set out below in this Schedule "C" and in "E" hereto.

Alberta Personal Property Registry Encumbrances

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.	Secured Party
2001	Travco	Travco 12'x56' 5-Unit Wel	1256110534, 1256110533, 1256110532, 1256110531, 1256110530	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Bold Developments	Bold Developments 12'x56'	T06012	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Arctic	Arctic 10' x 30' Tri-Axle	2GRTV30T975073015	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Arctic	Arctic 10' x 30' Tri-Axle	2GRTN30T075070316	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Britco	Britco 12'x62' 6-Sleeper	070663	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Britco	Britco 12'x62' 6-Sleeper	070668	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Britco	Britco 12'x62' 6-Sleeper	070669	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Stratis	Stratis 2500 gallon Water	S0SWS035	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Komatsu	HM400-3	3384	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Komatsu	HM400-3	3578	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Komatsu	HM400-3	3420	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Volvo	L180E	L180EV8273	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Caterpillar	988H	CAT0988HCBXY02382	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Volvo	L180E	L180EV8379	18062002625	FIERA PRIVATE DEBT FUND V LP
1999	Komatsu	WA450-3	53372	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Caterpillar	988H	CAT0988HABXY05172	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Caterpillar	246C	CAT0246CJAY07005	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Caterpillar	246C	CAT0246CVJAY08691	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Volvo	L220G	VCCEL220GC00012444	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Volvo	L220G	VCCEL220GA00012852	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Volvo	L220F	VCCEL220FP00006937	18062002625	FIERA PRIVATE DEBT FUND V LP
2004	Caterpillar	D6N LGP	ALY01814	18062002625	FIERA PRIVATE DEBT FUND V LP
2005	Daewoo	Solar 470LC-V	1357	18062002625	FIERA PRIVATE DEBT FUND V LP
1996	Hitachi	EX55UR	1BG02075	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Caterpillar	345D	CAT0345DJEEH01226	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Caterpillar	160M	CAT0160MAB9E00358	18062002625	FIERA PRIVATE DEBT FUND V LP
2001	Toyota	7FGU30	61607	18062002625	FIERA PRIVATE DEBT FUND V LP
2001	Caterpillar	535B	AAE00408	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Wacker	G100	20278208	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Terex Amida	AL5200D-4MH	G0F24939	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Wacker	LTW20	20239723	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Wacker	LTW20	20239727	18062002625	FIERA PRIVATE DEBT FUND V LP

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.	Secured Party
2014	Wacker	LTW20	20241937	18062002625	FIERA PRIVATE DEBT FUND V LP
2004	Precision		1420500044	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Precision	100-Ton Truck S	15-589	18062002625	FIERA PRIVATE DEBT FUND V LP
1980	Midland	Midland 48' Tandem-Axle V	2ATD10186AM110007	18062002625	FIERA PRIVATE DEBT FUND V LP
1979	Fruehauf	28 crusher wat	DXV180718	18062002625	FIERA PRIVATE DEBT FUND V LP
1999	Manac	Super B Tri-Axle	2M5931033X1062925	18062002625 (Block 136)	FIERA PRIVATE DEBT FUND V LP
1999	Manac	Super B	2M5931033X1062925	18062002625 (Block 229)	FIERA PRIVATE DEBT FUND V LP
1997	Great Dane	7911TJW-53	1GRAA0625VB117102	18062002625	FIERA PRIVATE DEBT FUND V LP
2004	Detroit Diesel	Series 60	6R753345	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	MTU Onsite Energy	DP550D65-AH1484	366258101013	18062002625	FIERA PRIVATE DEBT FUND V LP
1998	Stamford	60-kW Portable D	E980749726	18062002625	FIERA PRIVATE DEBT FUND V LP
2004	Eirus	25YD3 SB	M3461ER04SB	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Kolberg-Pioneer	L3-36125	407136	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Powerscreen	36"x80' Porta	6002232	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Kolberg-Pioneer	36"x70' P	408560	18062002625	FIERA PRIVATE DEBT FUND V LP
2004	Eirus	36"x60' Portable Be	M3445ER04PC	18062002625	FIERA PRIVATE DEBT FUND V LP
2004	Eirus	36X60FT-PC	M3446ER04PC	18062002625	FIERA PRIVATE DEBT FUND V LP
1999	Eirus	2434	ER99PC1524	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Tyalta	42"x60' Transfer B	144260350	18062002625	FIERA PRIVATE DEBT FUND V LP
2010	CEC	30"x60' Portable Belt	30600606J	18062002625	FIERA PRIVATE DEBT FUND V LP
2011	Clemro Industries, Ltd.	7X20-3D	16824471	18062002625	
2006	Fabtec	6'x20' Portable Sc	P620332506	18062002625	FIERA PRIVATE DEBT FUND V LP
2004	Eirus	6X20-3D SC	M3490ER04SC	18062002625	
2002	Eirus	M2943 2236	M2943ER02JP	18062002625	FIERA PRIVATE DEBT FUND V LP
2011	Clemro Industries, Ltd.		16794599	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Dodge	Ram 2500HD	3D7KS29D78G155808	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Ford	F350 Super Duty XL	1FTWW31568ED84921	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Ford	F350 Super Duty XLT	1FTWW31598EE44965	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Ford	F250 Super Duty XLT	1FT7W2B69CEB71377	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Ford	F250 Super Duty XLT	1FT7W2B61CEB76184	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Ford	F150 XLT	1FTFW1EF2CFA97764	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Ford	F150 XLT	1FTFW1EF0CFA97763	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Ford	F350 Super Duty	1FT8W3B60CEA94375	18062002625	FIERA PRIVATE DEBT FUND V LP

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.	Secured Party
2012	Ford	F350 Super Duty	1FT8W3B60CEB56034	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Kenworth	T800	1NKDL40X68J936318	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Kenworth	T800	1NKDL40X88J936319	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Peterbilt	367	1NPTX4EX48D737575	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Peterbilt	367	1NPTL40X19D778993	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Kenworth	T800	1XKDP40X49R941482	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Peterbilt	367	1XPTP40X79D789572	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	International	4200 SBA	1HTMPAFM67H406957	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Western Star	4900SA	5KXXAM0067PX64941	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Peterbilt	337	2NP2HN8X1DM205263	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	567	1XPCDP0X6FD284564	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	567	1XPCDP0X8FD284565	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	563 Tandem Axel	1XPCDP0XXFD284566	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	564 Tandem Axel	1XPCDP0X1FD284567	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	565 Tandem Axel	1XPCDP0X3FD284568	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	566 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 185)	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	568 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 187)	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	569 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 188)	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	570 Tandem Axel	1XPCDP0X5FD284569	18062002625 (Block 189)	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	Arnes Tri-Axle	1XPCDP0X5FD284569	18062002625 (Block 190)	FIERA PRIVATE DEBT FUND V LP
2015	Peterbilt	567 Tandem Axel	1XPCDP0X1FD284570	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Peterbilt	367	1XPTP4TX9DD184358	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Peterbilt	367	1XPTD40X6DD197601	18062002625	FIERA PRIVATE DEBT FUND V LP
2014	Peterbilt	348	2NP3LJ0X2EM242007	18062002625	FIERA PRIVATE DEBT FUND V LP
1996	Arrow	Arrow Jeep	259CSCB2XT1073252	18062002625	FIERA PRIVATE DEBT FUND V LP
1994	Arnes	Arnes Jeep	AR804203	18062002625	FIERA PRIVATE DEBT FUND V LP
2000	Decap	Super B	2D9D54C37YL017498	18062002625	FIERA PRIVATE DEBT FUND V LP
2000	Decap	Super B	2D9DS2B31YL017499	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Arnes	Arnes Pup	2A92142466A003242	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Decap	Super B	2D9DS4C476L017782	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Decap	Super B	2D9DS2B326L017783	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Decap	Super B	2D9DS4C406L017784	18062002625	FIERA PRIVATE DEBT FUND V LP

Year	Manufacturer	Model	Serial # / VIN	PPR Registration No.	Secured Party
2006	Decap	Super B	2D9DS2B366L017785	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Decap	Super B	2D9DS4C446L017786	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Decap	Super B	2D9DS2B3X6L017787	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Arnes	Tri-Axle	2A90737307A003528	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Arnes		2A92142498A003884	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Arnes	Quad-Axle	2A92142408A003885	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Arnes	Tri-Axle End Dump T	2A90737359A003298	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Arnes	Tri-Axle End Dump T	2A90737379A003299	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Arnes	Tri-Axle End Dump T	2A907373X9A003300	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Arnes	Tri-Axle End Dump T	2A90737319A003301	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Arnes	Tri-Axle End Dump T	2A90737339A003302	18062002625	FIERA PRIVATE DEBT FUND V LP
2009	Arnes	Quad-Axle End Dump	2A92142499A003238	18062002625	FIERA PRIVATE DEBT FUND V LP
1999	Argo	8' x 21' Tandem-Axl	2AABDE821X1000122	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Doepker	Tri-Axle End Dump	2DEGEDZ381023677	18062002625	FIERA PRIVATE DEBT FUND V LP
2006	Doepker		2DESNSZ3161018845	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Arnes	Tri-Axle	2A9073731FA003598	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Arnes	Tri-Axle	2A9074131FA003583	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Arnes	Tri-Axle	2A9073732FA003576	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Arnes	Tri-Axle	2A9073738FA003596	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Arnes	Tri-Axle	2A907373XFA003597	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Arnes	Tri-Axle	2A9073733FA003599	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Arnes	40-Ton Tri-Axle	2A9125335DA003461	18062002625	FIERA PRIVATE DEBT FUND V LP
2013	Lode King	SDS53-3	2LSDSD5331DS055478	18062002625	FIERA PRIVATE DEBT FUND V LP
2015	Arnes	50-Ton Tri-Axle	2A9105630FA003016	18062002625	FIERA PRIVATE DEBT FUND V LP
1980	Willcock	Single-Axle Float	2ATA06238AM107038	18062002625	FIERA PRIVATE DEBT FUND V LP
1999	Manac	Tandem-Axle	2M5920884X1062932	18062002625	FIERA PRIVATE DEBT FUND V LP
2007	Dodge	Ram 3500HD	3D7MX48A27G781634	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Ford	F350 Super Duty XLT	1FTWW31518EE16691	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Ford	F350 Super Duty XLT	1FTWW31598ED98117	18062002625	FIERA PRIVATE DEBT FUND V LP
2008	Ford	F350 Super Duty XLT	1FTWW31538EE44962	18062002625	FIERA PRIVATE DEBT FUND V LP
2012	Dodge	Ram 2500 SLT	3C6TD5JT2CG113379	18062002625	FIERA PRIVATE DEBT FUND V LP

Permitted Encumbrances Registered with Alberta Parks and Environment:

All Conditional Surrenders of Leases registered in respect of the Crown Dispositions described in Schedule “D” hereto, pursuant to the Memorandum of Agreement, dated January 13, 2020, between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc.

Without limiting the generality of the foregoing, the following Conditional Surrenders of Leases are Permitted Encumbrances:

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200014**”), in respect of SML 080085 (as defined in Schedule “D”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200015**”), in respect of SML 100085 (as defined in Schedule “D”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200016**”), in respect of SML 110025 (as defined in Schedule “D”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200017**”), in respect of SML 110026 (as defined in Schedule “D”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for

Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200018**”), in respect of SML 110045 (as defined in Schedule “**D**”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200019**”), in respect of SML 110046 (as defined in Schedule “**D**”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200020**”), in respect of SML 110047 (as defined in Schedule “**D**”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200021**”), in respect of SML 120005 (as defined in Schedule “**D**”);

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200022**”), in respect of SML 120006 (as defined in Schedule “**D**”); and,

Conditional Surrender of Lease between Her Majesty the Queen in right of the Province of Alberta, as represented by the Department of Environment and Sustainable Resource Development, as lessor, 2161889 Alberta Ltd., as lessee, and, Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., in its own capacity and as collateral agent for Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc., as mortgagee, dated December 18, 2019 (“**CSL 200023**”), in respect of SML 120100 (as defined in Schedule “**D**”).

Permitted Encumbrances Registered against Certificates of Title:

I. The "Lands" - NE ¼ of 35-56-6-W4M
LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION THIRTY FIVE (35)
TOWNSHIP FIFTY SIX (56)
RANGE SIX (6)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT:
HECTARES (ACRES) MORE OR LESS

- A) PLAN 6430 KS - ROAD 0.417 1.03
- B) PLAN 395 RS - ROAD 0.615 1.52
- C) PLAN 9222585 - ROAD 0.407 1.01

EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
0023 485 379	922 302 625	7814UH	21/02/1974	CAVEAT CAVEATOR – K+S WINDSOR SALT LTD. / K+S SEL WINDSOR LTEE. 755 BOUL ST-JEAN, SUITE 700 POINTE-CLAIRE QUEBEC H9R5M9 (DATA UPDATED BY: CHANGE OF NAME 142209827)
		792 233 325	25/09/1979	CAVEAT RE: EASEMENT CAVEATOR – ALBERTA POWER LIMITED.
		832 213 053	02/09/1983	CAVEAT RE: EASEMENT CAVEATOR – CENTRA GAS ALBERTA INC. 5509 – 45 ST., LEDUC ALBERTA T9E6T6

				(DATA UPDATED BY: TRANSFER OF CAVEAT 982397886)
	122 244 840	30/07/2012	CAVEAT RE: LEASE INTEREST UNDER 20 ACRES CAVEATOR – CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION “D” CALGARY ALBERTA T2P2G1 AGENT – D.R. HURL & ASSOCIATES LTD.	
	202 177 243	20/08/2020	CAVEAT RE: AGREEMENT CHARGING LAND CAVEATOR – ATB FINANCIAL. C/O DENTONS CANADA LLP ATTN TOM GUSA 2500 STANTEC TOWER 10220 103 AVENUE NW EDMONTON ALBERTA T5J0K4 AGENT – JAMES B EDGAR	

II. “Shankowski” - SW 21-56-7-W4

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD 0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21

QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD 0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
0037 711 538	172 269 783 +5	862 021 825	30/01/1986	UTILITY RIGHT OF WAY GRANTEE – ALBERTA POWER LIMITED AS TO PORTION OR PLAN: 4286BM
		972 235 435	08/08/1997	CAVEAT RE: RIGHT OF WAY AGREEMENT CAVEATOR – CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION “D” CALGARY ALBERTA T2P2G1 AGENT – DONNA FELLOWS AFFECTED LAND: 4;7;56;21;SW (DATA UPDATED BY: CHANGE OF NAME 042462560)

III. “Buksa” - N ¼ of 24-56-7-W4M

LEGAL DESCRIPTION

FIRST

ALL OF THAT PORTION OF THE NORTH WEST QUARTER OF SECTION TWENTY FOUR (24) TOWNSHIP FIFTY SIX (56) RANGE SEVEN (7) WEST OF THE FOURTH MERIDIAN NOT COVERED BY THE WATERS OF NORTH SASKATCHEWAN RIVER, AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 20TH DAY OF OCTOBER, A.D. 1922, CONTAINING 58.5 HECTARES (144.60 ACRES) MORE OR LESS. EXCEPTING THEREOUT: .829 HECTARES (2.05 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 2208 E.T. EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND

ALL OF THAT PORTION OF THE NORTH EAST QUARTER OF SECTION TWENTY FOUR (24) TOWNSHIP FIFTY SIX (56) RANGE SEVEN (7) WEST OF THE FOURTH MERIDIAN NOT COVERED BY THE WATERS OF SASKATCHEWAN RIVER, AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP SIGNED AT OTTAWA ON THE 6TH DAY OF JUNE A.D. 1906, CONTAINING 63.7 HECTARES, (157.60 ACRES) MORE OR LESS. EXCEPTING THEREOUT:

		HECTARES	(ACRES) MORE OR LESS
A) PLAN 2208ET - ROAD	1.19	2.94	
B) PLAN 9120726 - ROAD	12.344	30.50	

EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
0014 312 011 0017 352 246	912 059 126 +2	6667HE	25/01/1949	CAVEAT CAVEATOR – CANADIAN UTILITIES LIMITED. AFFECTED LAND: 4;7;56;24; NE

	832 064 361	18/03/1983	<p>CAVEAT RE: RIGHT OF WAY AGREEMENT CAVEATOR – HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION 50TH STREET ATRIA, 4949 – 94B AVENUE, EDMONTON ALBERTA T6B2T5 AFFECTED LAND: 4;7;56;24;NW 4;7;56;24;NE</p>
	912 059 125	12/03/1991	<p>DISCHARGE OF CAVEAT 832064361 AFFECTED LAND: 4;7;56;24;NE</p>
	132 414 533	19/12/2013	<p>CAVEAT ROYALTY AGREEMENT CAVEATOR – JMB CRUSHING SYSTEMS ULC C/O EUGENE BUCK PO BOX 6977 BONNYVILLE ALBERTA T9N2H4 AGENT – ALLAN W FRASER AFFECTED LAND: 4;7;56;24;NE</p>

IV. “Andrychuk” - SW 15-57-14-W4

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 14 TOWNSHIP 57
SECTION 15
ALL THAT PORTION OF THE SOUTH WEST QUARTER
LYING TO THE WEST OF THE RIGHT BANK OF THE NORTH SASKATCHEWAN RIVER
AS SHOWN ON A PLAN OF SURVEY OF THE SAID TOWNSHIP DATED 6 OCTOBER 1913
CONTAINING 64.462 HECTARES (159.40 ACRES) MORE OR LESS
EXCEPTING THEREOUT: 0.19 OF AN ACRE MORE OR LESS
AS SHOWN ON ROAD PLAN 2915ET
EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
0023 553 580	202 076 980 +1	762 127 955	19/07/1976	UTILITY RIGHT OF WAY GRANTEE – THE COUNTY OF TWO HILLS NO. 21.

V. “Havener” - NW 16-56-7-W4

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 16
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS
EXCEPTING THEREOUT:

A) PLAN 4286BM -ROAD 0.0004 0.001

B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID QUARTER SECTION; THENCE
EASTERLY ALONG THE SOUTH BOUNDARY 110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY
OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH BOUNDARY TO A POINT
ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT
CONTAINING 1.21 3.00

C) PLAN 1722948 - ROAD 0.360 0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

LINC	TITLE NUMBER	REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
0037 711 496	172 269 783 +2	882 162 859	19/07/1988	CAVEAT RE: EASEMENT CAVEATOR – JIMMY DAVID YARMUCH BOX 645

				ELK POINT ALBERTA T0A1A0 (DATA UPDATED BY: TRANSFER OF CAVEAT 012383325)
		972 003 876	06/01/1997	CAVEAT RE: SURFACE LEASE CAVEATOR: CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 AGENT – DONNA FELLOWS (DATA UPDATED BY: CHANGE OF NAME 042462572)
		972 229 534	05/08/1997	UTILITY RIGHT OF WAY GRANTEE – CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY ALBERTA T2P2G1 (DATA UPDATED BY: CHANGE OF NAME 042463878)

SCHEDULE "D"
CROWN DISPOSITIONS

Crown Dispositions

Surface Material Lease No. 080085 dated April 26, 2012 in respect of Aggregate Pit JLG 3 ("SML 080085") located within NW 12-63-19-W4M and SW 13-63-19-W4M.

Surface Material Lease No. 100085 dated June 24, 2016 in respect of Aggregate Pit JLG 4 ("SML 100085") located within NW 12-63-19-W4M and NE 12-63-19-W4M.

Surface Material Lease No. 110025 dated February 11, 2014 in respect of Aggregate Pit JLG 5 ("SML 110025") located within NE 11-61-18-W4M.

Surface Material Lease No. 110026 dated April 11, 2012 in respect of Aggregate Pit JLG 6 ("SML 110026") located within SE 11-61-18-W4M.

Surface Material Lease No. 110045 dated March 18, 2015 in respect of Aggregate Pit JLG 7 ("SML 110045") located within E ½ of 15-61-18-W4M.

Surface Material Lease No. 110046 dated March 18, 2015 in respect of Aggregate Pit JLG 8 ("SML 110046") located within N ½ of 15-61-18-W4M.

Surface Material Lease No. 120006 dated October 5, 2017 in respect of Aggregate Pit JLG 11 ("SML 120006") located within NW14-61-18-W4.

Surface Material Lease No. 120100 dated October 5, 2017 in respect of Aggregate Pit JLG 12 ("SML 120100") located within SE-21-61-18-W4M.

Surface Material Lease No. 110047 dated March 18, 2015 ("SML 110047") located within SE 15-61-18-W4M, SW 15-61-18-W4M, and NW-15-61-18-W4M.

Surface Material Lease No. 120005 dated October 5, 2017 ("SML 120005") located within SW 14-61-18 W4M and NW 14-61-18 W4M.

Land Keys	Document ID	Client ID	Participant
W4-18-061-11-SE	TFA 201290	1021767-001	2161889 ALBERTA LTD.
W4-18-061-14-NW W4-18-061-14-SW	TFA 202260	1021767-001	2161889 ALBERTA LTD.
W4-18-065-13-SE W4-18-065-13-SW	DLO 170011	1021767-001	2161889 ALBERTA LTD.

W4-18-065-13-SE W4-18-065-13-SW	TFA 201094	1021767-001	2161889 ALBERTA LTD.
W4-18-065-13-SW	DLO 170011	1021767-001	2161889 ALBERTA LTD.
W4-18-065-13-SW	TFA 201094	1021767-001	2161889 ALBERTA LTD.
W4-19-063-12-NE W4-19-063-12-NW	DLO 200059	1021767-001	2161889 ALBERTA LTD.

Crown Disposition Documents:

Land Keys	Document ID	Client ID	Participant
W4-08-063-30-SW	CRB 120047	1022044-001	JMB CRUSHING SYSTEMS INC.
W4-12-063-21-SW	CRB 000104	1022044-001	JMB CRUSHING SYSTEMS INC.
W4-18-061-11-NE	CRB 120004	1021767-001	2161889 ALBERTA LTD.
W4-18-061-11-SE	CRB 120005	1021767-001	2161889 ALBERTA LTD.
W4-18-061-14-NW W4-18-061-14-SW	CRB 140022	1021767-001	2161889 ALBERTA LTD.
W4-18-061-15-NE W4-18-061-15-NW	CRB 120037	1021767-001	2161889 ALBERTA LTD.
W4-18-061-15-NE W4-18-061-15-NW	CRB 120039	1021767-001	2161889 ALBERTA LTD.
W4-18-061-15-NE W4-18-061-15-SE	CRB 120037	1021767-001	2161889 ALBERTA LTD.
W4-18-061-15-NE	CRB 120039	1021767-001	2161889 ALBERTA LTD.

Land Keys	Document ID	Client ID	Participant
W4-18-061-15-SE			
W4-18-061-15-NW	CRB 120039	1021767-001	2161889 ALBERTA LTD.
W4-18-061-15-SE W4-18-061-15-SW	CRB 120037	1021767-001	2161889 ALBERTA LTD.
W4-18-061-15-SE W4-18-061-15-SW	CRB 120039	1021767-001	2161889 ALBERTA LTD.
W4-18-061-21-SE	CRB 150020	1021767-001	2161889 ALBERTA LTD.
W4-18-065-13-SE W4-18-065-13-SW	CRB 100024	1021767-001	2161889 ALBERTA LTD.
W4-18-065-13-SW	CRB 100024	1021767-001	2161889 ALBERTA LTD.
W4-19-063-12-NE W4-19-063-12-NW	CRB 100032	1021767-001	2161889 ALBERTA LTD.
W4-19-063-12-NE W4-19-063-12-NW	CRB 140069	1021767-001	2161889 ALBERTA LTD.
W4-19-063-13-SW	CRB 100032	1021767-001	2161889 ALBERTA LTD.

Water Act Authorizations re SMLs

SML	Necessary Permits
SML 110045	Water Act License 00384205 Water Act Approval 00395017
SML 110026	Water Act License 00368596 Water Act Approval 00383852
SML 110025	Water Act License 00368589 Water Act Approval 00383854

TAB 2

Clerk's Stamp

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

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

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

DOCUMENT **REVERSE VESTING ORDER**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Attention: Sean Collins / Pantelis Kyriakakis
Tel: 403-260-3531 / 3536
Fax: 403-260-3501
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: **October 16, 2020**

LOCATION AT WHICH ORDER WAS MADE: **Calgary Court House**

NAME OF JUSTICE WHO MADE THIS ORDER: **Honourable Justice Eidsvik**

UPON THE APPLICATION (the “**Application**”) of FTI Consulting Canada Inc. (the “**Monitor**”) in its capacity as the Court-appointed monitor of JMB Crushing Systems Inc. (“**JMB**”) and 2161889 Alberta Ltd. (“**216**”, 216 and JMB are collectively, the “**Companies**”, and individually, each a “**Company**”) for an order pursuant to an amended and restated asset purchase agreement dated September 27, 2020 (the “**Mantle APA**”) between the Companies, as vendors, and Mantle Materials Group Ltd. (“**Mantle**”), as purchaser: (i) transferring and vesting in 216 all of the right, title and interest of JMB in and to the Remaining JMB Assets and the Remaining JMB Liabilities (each as defined in the Mantle APA) (collectively, the “**Reverse Vesting**”); and, (ii) transferring and vesting in and to Eastside Rock Products, Inc. (“**Eastside**”) all of the right, title and interest of JMB in and to the Eastside Equipment (as defined in paragraph 2(a) below).

AND UPON HAVING READ (a) the Initial Order pronounced on May 1, 2020, as amended and restated by the Amended and Restated Initial Order, pronounced on May 11, 2020 (as amended, the “**Initial Order**”); (b) the Seventh Report of the Monitor, dated September 30, 2020 (the “**Seventh Monitor’s Report**”); (c) the Affidavit of Service of Katie Doran (the “**Service Affidavit**”), to be filed; (d) the sale approval and vesting order (the “**Mantle Sale Approval and Vesting Order**”) approving the purchase and sale transaction contemplated by the Mantle APA and transferring to and vesting in Mantle all of the right, title and interest of the Companies in and to the Acquired Assets (as such term is defined in the Mantle APA) which has been applied for contemporaneously with the application for this order; (e) the joint plan of arrangement of Mantle and JMB under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 and the *Business Corporations Act*, SBC 2002, c 57 (the “**Plan**”); (f) the Sanction Order which has been applied for contemporaneously with the application for this order; (g) the sale and investment solicitation process attached as Schedule “A” to the Initial Order (the “**SISP**”); (h) the Affidavit of Byron Levkulich, sworn on September 30, 2020; **AND UPON HEARING** the submissions of counsel for the Monitor, the Companies, Mantle, and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Seventh Monitor’s Report is abridged, the Application is properly returnable today, service of the Application and the Seventh Monitor’s Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list (the “**Service List**”) attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the Seventh Monitor’s Report.

DEFINED TERMS

2. Capitalized terms used in this Order and not otherwise defined shall have the meanings given to them in the Mantle APA or as defined below, except to the extent otherwise defined herein:
 - (a) “**Eastside Equipment**” means the equipment in which JMB holds title to, is secured by Fiera, and is located on property that Eastside had access to in the State of Washington, as set out in **Schedule “A”**;

- (b) **“Effective Time”** has the meaning given to it in the Plan;
- (c) **“Excluded Aggregate”** means the Aggregate (as defined in the Mantle APA) which has been extracted and is being stored or is located in or around the Excluded Aggregate Pits, including that listed in **Schedule “D”**;
- (d) **“Excluded Aggregate Pits”** means the pits and infrastructure located on lands and premises which are not included in the Acquired Assets (as defined in the Mantle APA), including those listed on **Schedule “E”**, together with any Royalty Agreements (as defined in the Mantle APA) or Surface Material Leases, and Crown Disposition Documents concerning or in the name of JMB;
- (e) **“Excluded Assets”** means (i) the Fiera Disposed Equipment, (ii) the Eastside Equipment, (iii) the PMSI Property, (iv) the Edmonton Lease (as defined in the Mantle APA), (v) the Excluded Aggregate, (vi) debts, accounts receivable, claims, actions or liabilities, owing to JMB, (vii) the Excluded Aggregate Pits, (viii) the Excluded Books and Records (as defined in the Mantle APA) and (ix) any Designated Permits (as defined in the Mantle APA);
- (f) **“Excluded Liabilities”** means any Liabilities (as defined in the Mantle APA) of any kind to any Person (as defined in the Mantle APA) other than the Assumed Liabilities (as defined in the Mantle APA);
- (g) **“Fiera Disposed Equipment”** means any personal property in which a Company has or had an interest against which the Security Interest (as defined in the Mantle APA) in favour of Fiera (as defined in the Mantle APA) ranked in priority to any Security Interest in favour of any other Person (as defined in the Mantle APA) that was sold or subject to an agreement to sell, to a Person other than Mantle prior to Closing (as defined in the Mantle APA) pursuant to the SISP or otherwise, including the equipment listed in **Schedule “B”**;
- (h) **“PMSI Holder”** has the meaning given to it in the Plan;
- (i) **“PMSI Property”** has the meaning given to it in the Plan, including the equipment listed in **Schedule “C”**;

- (j) **“Remaining JMB Assets”** means (i) all proceeds of the Fiera Disposed Equipment; (ii) all proceeds derived by JMB under the Mantle APA; and, (iii) all Excluded Assets other than (a) the Fiera Disposed Equipment, (b) the Eastside Equipment, and (c) the Edmonton Lease (as defined in the Mantle APA);
- (k) **“Surface Material Lease”** means a Contract (as defined in the Mantle APA) consisting of a surface material lease granted by a Governmental Authority (as defined in the Mantle APA) referred to therein in favour of either Company which provides, *inter alia*, in exchange for the payment specified therein, the grant to such Company of rights to enter the lands legally identified therein for the purpose of the extraction of Aggregate (as defined in the Mantle APA) from in or under such lands and to carry out construction, operation, use and reclamation in respect thereof, together with the associated conservation reclamation business plan associated with such lands;

APPROVAL OF REVERSE VESTING

- 3. The Reverse Vesting is hereby approved and JMB, 216 and the Monitor are hereby authorized and empowered to take such additional steps and JMB and 216 are hereby authorized and directed to execute such additional documents as may be necessary or desirable for completion of the Reverse Vesting and conveyance of the Remaining JMB Assets and the Remaining JMB Liabilities to 216, in accordance with this Order.

REVERSE VESTING IN 216

- 4. Subject only to approval by Alberta Environment and Parks (**“AEP”**) of the transfer of any Crown Dispositions (as defined below) and upon delivery of a Monitor’s certificate to Mantle and the Companies, substantially in the form attached as Schedule “A” to Mantle Sale Approval and Vesting Order (the **“Mantle Monitor’s Certificate”**), the following shall occur and shall be deemed to have occurred at the Effective Time and in the following order:
 - (a) all of JMB’s right, title and interest in and to the Remaining JMB Assets shall vest absolutely in the name of 216, but shall remain subject to any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges,

interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order;
- (ii) all charges, security interests or claims evidenced by registrations pursuant to: (i) the *Personal Property Security Act* (Alberta) or any other real or personal property registry system; (ii) the *Land Titles Act*, RSA 2000, c L-7 (the "**Land Titles Act**"); and, (iii) the *Public Lands Act*, RSA 2000, c. P-40 (the "**PLA**"), and the regulations thereunder;

- (iii) any liens or claims of lien under the Builders' Lien Act (Alberta);,

(all of which are collectively referred to as the "**Remaining JMB Encumbrances**"), all of which shall continue to attach to the Remaining JMB Assets and to any and all proceeds of the Remaining JMB Assets (any such proceeds being the "**Remaining JMB Proceeds**") and to secure the payment and performance of any Remaining JMB Liabilities secured thereby, with such Remaining JMB Encumbrances and Remaining JMB Liabilities having the same nature and priority as against the Remaining JMB Assets and their Remaining JMB Proceeds as they had immediately prior to the transfer and vesting;

- (b) the Remaining JMB Assets and their Remaining JMB Proceeds shall be held in trust by 216 for and on behalf of Persons to whom the Remaining JMB Liabilities are owed and the Persons holding any Remaining JMB Encumbrances securing the payment and performance thereof (such Persons being collectively referred to as the "**JMB Creditors**" and individually referred to as a "**JMB Creditor**");
- (c) any and all Remaining JMB Liabilities (including, for greater certainty, the Remaining ATB Debt and Remaining Fiera Debt) shall be transferred to and vest absolutely in 216 and 216 shall be deemed to have assumed and become liable for such Remaining JMB Liabilities up to and solely to the extent of the Remaining JMB Assets and the Remaining JMB Proceeds, and subject to the Initial Order and any other applicable Order in these proceedings, the JMB Creditors (including, for

greater certainty, ATB and Fiera) will have all of the rights, remedies, recourses, benefits and interests against 216 up to and solely to the extent of the Remaining JMB Assets, which immediately prior to the Reverse Vesting they had against JMB, and the nature of the Remaining JMB Liabilities, including, without limitation, their amount, priority, and secured or unsecured status, shall not be affected or altered as a result of their transfer to and vesting in 216;

- (d) subject to sub-paragraph 4(e) of this Order:
 - (i) the JMB Creditors shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with pursuant to the Remaining JMB Liabilities or the Remaining JMB Encumbrances against JMB or any assets held by JMB subsequent to the Reverse Vesting;
 - (ii) any JMB Creditor that prior to the Effective Time had a valid right or claim against JMB under or pursuant to any Remaining JMB Liability shall no longer have such right or claim against JMB but shall have an equivalent Remaining JMB Liability claim against 216 in respect of the Remaining JMB Liability up to and as against 216's interests in the Remaining JMB Assets, from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens, extinguishes, or alters the Remaining JMB Liability claimed by any such JMB Creditor as against 216 up to and to the extent of the Remaining JMB Assets and the Remaining JMB Proceeds; and
 - (iii) JMB shall be deemed released from any and all Remaining JMB Liabilities such that no Encumbrance securing any Remaining JMB Liabilities shall attach to, encumber or otherwise remain as a claim against or interest in any property or assets of JMB, and no JMB Creditor shall have any claim therefor against JMB in respect thereof; and
- (e) notwithstanding anything in sub-paragraph 4(d) of this Order, JMB shall continue to be liable to ATB for the Remaining ATB Debt and to Fiera for the Remaining

Fiera Debt, and the Remaining JMB Encumbrances granted by JMB to ATB and Fiera shall continue to attach to any property and assets of JMB, subject to the terms and provisions of the Plan.

5. Upon delivery of the Mantle Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities are hereby authorized, requested and directed to accept delivery of such Mantle Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers or conveyances as may be required to convey to 216 title to the Remaining JMB Assets. Without limiting the foregoing:
- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel the existing Certificate of Title No. 982 003 308 (the "**Existing Certificate**") for those lands and premises municipally and legally described as:
- ALL THAT PORTION OF THE SOUTH WEST QUARTER OF SECTION
ELEVEN (11)
TOWNSHIP FIFTY SEVEN (57)
RANGE SIX (6)
WEST OF THE FOURTH MERIDIAN,
LYING TO THE WEST OF THE WESTERLY LIMIT OF LAND
REQUIRED FOR RAILWAY PURPOSES,
AS SHOWN ON PLAN 7521297 AND SOUTH OF THE SOUTH LIMIT OF
ROAD PLAN 3445BM
CONTAINING 7.17 HECTARES (17.72 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
- (the "**Lands**") ;
- (ii) issue a new certificate of title for the Lands in the name of 216 (the "**New Certificate**"); and
- (iii) transfer to the New Certificate all existing encumbrances, including caveats, utility rights of ways, easements or other instruments, listed on the Existing Certificate, and to issue and register against the New Certificate such encumbrances;

- (b) upon payment of all applicable charges and fees, AEP (subject to the approval of the AEP, as set out in paragraph 4 herein) is hereby requested to transfer and assign all Crown dispositions associated with the Excluded Aggregate Pits, as set out in Schedule “E” to this Order, which are in the name of JMB (collectively, the “**Crown Dispositions**”), to 216, subject to all encumbrances affecting such Crown Dispositions, provided that 216 (or its nominee) comply with all applicable licensing requirements (other than those affecting its solvency), and to consent to and register the assignment of the Crown Dispositions to 216, and in doing so, no further proof of due execution of the transfer and assignment of the Crown Dispositions, beyond the provisions of this Order and the presentment of the Monitor’s Certificate, shall be required;
- (c) upon payment of all applicable charges and fees, the Land Titles Registrar is hereby requested to transfer and assign all registrations concerning the Excluded Aggregate Pits, which are not Crown Dispositions or governed by the PLA, to 216, provided that 216 comply with all applicable licensing requirements and, in doing so, no further proof of due execution, beyond the provisions of this Order and the presentment of the Monitor’s Certificate, shall be required;
- (d) AEP is hereby authorized and requested, upon the appropriate application(s) for such transfer or assignment being made by the Applicants, to transfer and assign (subject to the approval of AEP) all of JMB’s’ right, title, and interest in:
- (i) any other authorizations issued under legislation administered by AEP and registered in the name JMB, the transfer and assignment of which may be necessary to give effect to the transfer and assignment of the Crown Dispositions to 216; and,
 - (ii) to the extent assignable or transferable, all Conservation and Reclamation Business Plans that relate to the Crown Dispositions and which are registered in the name of JMB (the “**Crown Disposition Documents**”),
- to 216, and to consent to and register the assignment of such authorizations and Crown Disposition Documents to 216, subject to all encumbrances affecting such interests, and in doing so no further proof of due execution of the transfer and

assignment of such Crown Disposition Documents beyond the provisions of this Order and the presentment of the Monitor's Certificate shall be required;

6. In order to effect the transfers described in paragraph 5 above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order. Presentment of this Order and the Mantle Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest to or in any of the Remaining JMB Assets.
7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Remaining JMB Assets is required for the due execution, delivery and performance by JMB of the Reverse Vesting, other than any required approval by the AEP.
8. Upon delivery of the Mantle Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by JMB.
9. From and after the Effective Time:
 - (a) where any Person was liable to JMB for any existing or potential Liability that is included in the Remaining JMB Assets (any such Liability being a "**JMB Claim**"), such JMB Claim shall not be affected by, and such Person shall have no defence, claim, set-off or other rights as a result of, the transfer and vesting of the Remaining JMB Assets and Remaining JMB Liabilities in 216;
 - (b) 216 may, and is hereby authorized to, commence, continue and prosecute proceedings in respect of the JMB Claims, in JMB's name, and all benefits to be derived from the proceedings taken by 216 in respect of the JMB Claims, as authorized by this Order, together with the costs of same, shall belong exclusively to 216 and not JMB, and shall form part of the Remaining JMB Assets to be held in trust by 216 for and on behalf of the JMB Creditors in accordance with this Order; and,

- (c) in the event that paragraph 9(b) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, JMB shall act as agent for and on behalf of 216 in taking any steps or commencing any action or proceeding to enforce the JMB Claim for and on behalf of 216.
10. From and after the Effective Time:
- (a) 216 shall hold the Remaining JMB Assets in trust for and on behalf of any JMB Creditors; and,
- (b) 216 shall hold all of its undertaking, property and assets which was not included in the Acquired Assets or sold or otherwise disposed of in the SISP or in the CCAA Proceedings (the “**Remaining 216 Assets**”) and any and all proceeds of the Remaining 216 Assets (any such proceeds being the “**Remaining 216 Proceeds**”) in trust for and on behalf of any Persons in respect of Liabilities owing by 216 to such Persons prior to the Effective Time (the “**Remaining 216 Liabilities**”), which Persons (such Persons being collectively referred to as the “**216 Creditors**” and individually referred to as a “**216 Creditor**”) shall have the same rights, priority and entitlement in respect of such Remaining 216 Assets, Remaining 216 Proceeds, and Remaining 216 Liabilities, up to and solely to the extent of the Remaining 216 Assets and Remaining 216 Proceeds as they had against 216 prior to the Effective Time.
11. For greater clarity and notwithstanding anything contained herein:
- (a) the 216 Creditors shall have no recourse, right, or interests against the Remaining JMB Assets or the Remaining JMB Proceeds; and,
- (b) the JMB Creditors shall have no recourse, right, or interests against the Remaining 216 Assets or the Remaining 216 Proceeds.
12. 216 shall be entitled to enter into and upon, hold and enjoy the Remaining JMB Assets for its use and benefit in accordance with the Initial Order, this Reverse Vesting Order, and any other Order made in the CCAA Proceedings.

VESTING IN EASTSIDE

13. Upon delivery of the Mantle Monitor's Certificate, all of JMB's right, title and interest in and to the Eastside Equipment shall vest absolutely in the name of Eastside, but subject to any and all Remaining JMB Encumbrances which specifically affect and attach to the Eastside Equipment, all of which shall continue to attach to the Eastside Equipment and to any and all proceeds of the Eastside Equipment (any such proceeds being the "**Eastside Proceeds**") and to secure the payment and performance of any Liabilities secured thereby, with such Remaining JMB Encumbrances and Liabilities having the same nature and priority as against the Eastside Equipment and the Eastside Proceeds as they had immediately prior to the transfer and vesting.

PMSI HOLDERS

14. On a without prejudice basis with respect to any of the parties' potential cost allocation positions, each PMSI Holder is hereby authorized and directed to do the following:
- (a) to take possession or control of the PMSI Property within a reasonable period of time after the later of: (i) this Order; or (ii) the Monitor advising such PMSI Holder that the Monitor is satisfied with their Security Interest(s) in favour of such PMSI Holder, as and against their respective PMSI Property;
 - (b) to dispose of such PMSI Property, in accordance with Applicable Law, including the PPSA; and
 - (c) to account to the Monitor, 216 and Fiera in respect of the proceeds of sale of such PMSI Property in accordance with Applicable Law, including the PPSA.

MISCELLANEOUS MATTERS

15. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor pursuant to this Order, the SISP, the Mantle APA, the Reverse Vesting, or any ancillary document related thereto, and shall incur no liability, whatsoever, in connection therewith, save and except for any liability arising due to gross negligence or wilful misconduct on its part.
16. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made in the CCAA Proceedings;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of 216, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of 216; and
- (d) the provisions of any federal or provincial statute:

the Reverse Vesting pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 216 and shall not be void or voidable by creditors of 216, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 17. The Monitor, Mantle and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
- 19. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) Mantle or Mantle's solicitors; and
- (b) Posting a copy of this Order on the Monitor's website at:
<http://cfcanada.fticonsulting.com/jmb/default.htm>

and service on any other person is hereby dispensed with.

20. Service of this Order shall be deemed good and sufficient by serving the same in accordance with the procedures in the CaseLines Service Order granted on May 29, 2020.



Justice of the Court of Queen's Bench of Alberta

Schedule "A"
Eastside Equipment

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2010	John Deere	844K	Articulated Wheel Loader	1DW844KX627428
2013	Volvo	L180G	Articulated Wheel Loader	VCEL180GC00022042
2006	Volvo	EC330B LC	Crawler Excavator	EC330V10699
2012	Caterpillar	345D	Crawler Excavator	CAT0345DJRAJ00435
	Precision	10'x80' Survivor Truck Scale	100 ton Scale Indicator	Scale s/n 3842 Indicator s/n 1479500073
2005	Fintec	542 5x12	Tracked Feeder Screen Plant	2005542575
	Bobcat	225	Engine Driven Welder	

Schedule "B"
Fiera Disposed Equipment

Asset
WP001 - Global 6GSTAP 6" Diesel Trash Pump (S/N:1496808)
CY002 - 2008 Kolberg/Pioneer 36"X150' telescopic radial super stacker (S/N 409329)
CY003 - 70' Portable belt conveyor - 2010 Kolberg-Pioneer 47-3670S
CY004 - 70' Portable belt conveyor - 2010 Kolberg-Pioneer
CY005 - 70' Portable stacking belt conveyor - 2010 Kolberg-Pioneer
DZ001 - Crawler dozer - 1998 Caterpillar D8R
PV200 - Control van trailer - 2010 Wabash
SS200 - Initial Supplies to build splitter bin - fab from scratch
CC201 - Portable cone crusher - 2001 Svedala H-6000 (S/N SW5873)
TF001 - Dozer trap feeder - 1999 Red Deer Industries (S/N RD1BF99000010)
2004 Elrus H4800 Portable Cone Crusher M3314ER04CC

Schedule "C"
PMSI Property

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Company					
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF3FFC07984
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF7FFC07986
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07988
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF9FFC07990
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07991
Ford Credit Canada Leasing, Division of Canadian Road Leasing Company					
	2016	Ford	F250	Crew Cab Pickup Truck	1FT7W2B66GEB46457
	2018	Ford	F150		1FTEW1EG7JFC34831
	2019	Ford	F150		1FTFW1E53KFA45940
Ford Credit Canada Limited					
	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EFXGFC63082
Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre					
	2012	Smith - Co	Super B	Tri-Axle Lead Side Dump Trailer	1S9SS3735CL476517
	2012	Smith - Co	Super B	Tandem Axle Pup Side Dump Trailer	1S9SS2929CL476518
	2018	Elrus		6" x 20"Deck Screen	M7102ERC18SC
	2012	Elrus	HD2054	Portable Jaw Crusher	M6028ERC12CJS
	2002	Elrus	M2943 2236	Portable Jaw Crusher	M7102ERC18SC
Caterpillar Financial Services Limited					
	2015	Caterpillar	972MXE	Articulated Wheel Loader	CAT0972MKEDW00340
	2016	Caterpillar	980M	Wheel Loader	CAT0980MCKRS01308
	2012	Caterpillar	D8T	Crawler Dozer	CAT00D8TEMLN01555
	2014	Caterpillar	246D	Skid Steer Loader	CAT0246DLBYF00587
	2016	Caterpillar	246D	Skid Steer Loader	CAT0246DTBYF02460
VFS Canada Inc.					
	2017	Volvo	L220H	Wheel Loader	VCEL220HL00002736
TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank					
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	817775
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847651
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847652
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847655
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847656
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847657
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847658
	2015	Terex Cedarapids	6203	6' x 20' Portable Screening Plant	TRX620HSCOKFK0807

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	2014	AMI	Thunderbird II 3054JVE	Electric Portable Jaw Plant with Switchgear	2807-14
	2014	CR		30" x 54" Jaw Crusher	TRXJ3054COKEE0657
	2014	AMI	C04521	50" x 20" VGF	2806-14
Komatsu International (Canada) Inc. and SMS Equipment Inc.					
	2014	Komatsu	WA470-7	Articulated Wheel Loader	10123
	2019	Komatsu	WA500-8	Wheel Loader	A96809
	2019	Komatsu	PC490LC-11	Crawler Excavator	A42247
		Hensley		7.5 CY Spade Nose Bucket	85680
				Wheel Loader C/W 5.5 CYD GP Bucket	
Bank of Montreal					
	2015	AMI	380C6203CC-D06319	Portable Cone Crusher	2836-15
	2015	AMI	CRC380X	CC Plant	
			MVP380X	Terex Rollercone Crusher	TRRX380EOKEL0708
			LJ-TSV6203-32	Terex Screen	TRXV6203TDUEG1886
	2018	Midland	TW3000	TR045 - Side Dump Trailer	2MFB2R5D9JR008909
	2016	Midland	TW2500	TR046 - Side Dump Trailer	2MFB2R5C0GR008281
	2018	Midland	TW2500	TR047 - Side Dump Trailer	2MFB2R5C0JR008840
	2019	Midland	TW3000	TR048 - Side Dump Trailer	
	2019	Midland	TW2500	TR049 - Side Dump Trailer -	
	2019	Midland	TW3000	TR050 - Side Dump Trailer -	
	2019	Midland	TW2500	TR051 - Side Dump Trailer -	
	2019	Midland	TW3000	TR052 - Side Dump Trailer -	
	2019	Midland	TW2500	TR053 - Side Dump Trailer -	
	2019	Midland	TW3000	TR054 - Side Dump Trailer -	
	2019	Arnes	Quad Wagon	TR055 - Trailer	
	2019	Arnes	Quad Wagon	TR056 - Trailer	
	2019	Arnes	Quad Wagon	TR057 - Trailer	
	2019	Arnes	Quad Wagon	TR058 - Trailer	
	2019	Arnes	Quad Wagon	TR059 - Trailer	
	2019	Peterbilt	567 Tandem	TT027 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT028 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT029 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT030 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT031 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT032 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT033 - Truck tractor	

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	2019	Peterbilt	567 Tri-Drive/Box	TT034 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT035 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT036 - Truck tractor	
	2015	AMI	LJ-TSV 6203-32	Trailer	TRXV6203TDUEG1886

Schedule "D"
Excluded Aggregate

Extracted Aggregate stored or located on the lands where the following Aggregate pits are located:

Pit Registration or SML Number	Pit Name
149949-00-00	Megley
263318-00-00	Okane
293051-00-00	MacDonald
306490-00-00	Kucy
SML020038	Al's Contracting Pit (Quigley)
KM156 SH881	Carmacks Pit
SML 010005	P19 West
SML 030046	Dupre/Moose Creek
SML 030074	Crow Lake
SML 060060	JLG 1
SML 100057	Truman
SML 100112	KM 242 Chard/Quigley
SML 110065	Pad 58
SML 120004	KM 242
SML 130003	KM 160
SML 110069	Stoney Valley

Schedule "E"
Excluded Aggregate Pits

Aggregate pits located on the lands and premises subject to Surface Material Leases or Royalty Agreements identified below, or on the real property owned by JMB, and any property or assets located thereon other than Excluded Aggregate:

Pit Registration	Pit Name	Legal Description
149949-00-00	Megley	SE 35-58-16-W4
263318-00-00	Okane	NE 10-57-6-W4
293051-00-00	MacDonald	SE 34-56-7-W4
306490-00-00	Kucy	NW 17, NE 18, SE 19-63-9-W4
JMB Owned		SW quarter of Section 11, Township 57, Range 6, West of 4 th Meridian 4;6;57;11;SW, County of St. Paul No. 19;

<u>Crown Dispositions</u>		
SML Number	Pit Name	Legal Description
SML 000034	Sand River	NE 11-63-8 W4M
SML 010005	P19 West	NW-18-62-7 W4M SW-19-62-7 W4M NE-13-62-8 W4M
SML 010032	P27/Pad 68/Bourque Lake	NW-28-66-4 W4M SW-28-66-4 W4M NE-20-66-4 W4M SW-34-66-4 W4M NW-21-66-4 W4M SW-16-66-4 W4M NE-9-66-4 W4M
SML 020014	P31	NE-12-62-8 W4M SE-7-62-7 W4M SW-7-62-7 W4M NW-12-62-8 W4M
SML 030046	Dupre/Moose Creek	SE-9-62-7 W4M
SML 030074	Crow Lake	Access Point SW 01-79-14-W4
SML 040122	Tower	NE-21-66-5 W4M NW-22-66-5 W4M NW-21-66-5 W4M SW-28-66-5 W4M
SML 060060	JLG 1	SW 13-65-18-W4
SML 100016	N Marie Lake	NW-35-65-3 W4M SW-2-66-3 W4M NE-34-65-3 W4M SE-34-65-3 W4M
SML 100050	Marie Creek	NW-34-65-3 W4M NE-33-65-3 W4M SW-10-66-3 W4M
SML 100057	Truman	NW-7-63-8 W4M SW-7-63-8 W4M NE-7-63-8 W4M SE-7-63-8 W4M

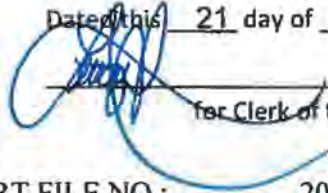
Pit Registration	Pit Name	Legal Description
SML 100075	KM 242 / Chard	NW-14-82-7 W4M NE-14-82-7 W4M
SML 100101	Cheechum	SW-1-84-6 W4M NE-2-84-6 W4M NW-1-84-6 W4M SE-2-84-6 W4M
SML 100112	KM 242 Chard/Quigley	NE-8-82-7 W4M SE-9-82-7 W4M SW-9-82-7 W4M NW-9-82-7 W4M NE-9-82-7 W4M
SML 110037	P19 East / Extension	SE-19-62-7 W4M NW-18-62-7 W4M SW-19-62-7 W4M
SML 110044	KM 160/Conklin	SW-24-75-8 W4M NW-13-75-8 W4M
SML 110065	Pad 58	NE-20-66-4 W4M SW-16-66-4 W4M SE-16-66-4 W4M NW-9-66-4 W4M NE-9-66-4 W4M
SML 110072	KM 242 East/Kettle River	SE-9-82-7 W4M NE-9-82-7 W4M
SML 120004	KM 242	SE-3-82-7 W4M NE-3-82-7 W4M
SML 120027		SW-30-63-8 W4M
SML 120076	Truman	NE-7-63-8 W4M
SML 130003	KM 160	SW-13-75-8 W4M NW-12-75-8 W4M SE-14-75-8 W4M
SML 130017	Wabasca / Rock Island	NW-35-76-23 W4M SW-35-76-23 W4M NE-27-76-23 W4M SE-34-76-23 W4M NE-34-76-23 W4M NW-26-76-23 W4
SML 130124		NW-15-73-13 W4M NE-15-73-13 W4M SE-22-73-13 W4M
SML 140015	OCR	NE-32-72-13 W4M SE-32-72-13 W4M
SML 140026	KM 28 / Quigley	SE-6-83-6 W4M SW-6-83-6 W4M
SML 140046	Highway 41	NW-27-64-6 W4M SE-27-64-6 W4M NE-27-64-6 W4M
SML 140080	May Lake	NW-15-66-3 W4M NE-15-66-3 W4M SE-15-66-3 W4M SW-15-66-3 W4M
SML 150031		NW-9-63-3 W4M NE-8-63-3 W4M SE-17-63-3 W4M
SML 930040		LSD 8-23-61-7 W4M
SML 980116		SW-21-63-12 W4M

TAB 3

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



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

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

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

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

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

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

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

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

Definitions

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

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

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

Stay of Lien Claims

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

Claims Process

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

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

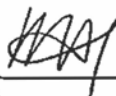
10. Upon the Monitor providing a certificate to the Registrar of Land Titles confirming receipt of the Funds by the Monitor and that the Funds are sufficient to pay the Liens, the Registrar is hereby authorized and directed under section 191(3)(a) of the *Land Titles Act*, RSA 2000, c L-4 to discharge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

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

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

Disputed Amount

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



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

Schedule "A"
Lien Notice

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

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

do hereby certify that:

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

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

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

Witness

Name:

Name:

Must be signed and witnessed

TAB 4

COURT FILE NUMBER 2001-05482

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

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

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

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 945441 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 10th 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)

)
)
)
)
)

JERRY SHANKOWSKI

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
10th Day of August, 2020
[Signature]
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 and the Monitor, Mike Clark of FTI Consulting Canada Inc., at mike.clark@fticonsulting.com.

Dated the 27th 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:



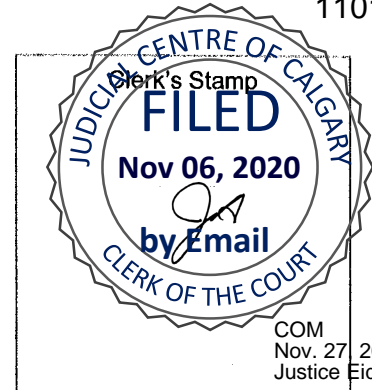
Mike Clark, Director

TAB 5

ENTERED

1101923

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



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

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

APPLICANTS JMB CRUSHING SYSTEMS INC.
and 2161889 ALBERTA LTD.

DOCUMENT **AFFIDAVIT OF JERRY
SHANKOWSKI**

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

AFFIDAVIT OF JERRY SHANKOWSKI SWORN NOVEMBER 6, 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"). A true copy of the Eidsvik May 20 Order is attached as Exhibit "B" to my Affidavit sworn August 10, 2020, filed in this Action. I continue to rely on my said Affidavit sworn August 10, 2020, and my Affidavit sworn May 29, 2020 attached to my said Affidavit sworn August 10, 2020 as part of Exhibit "C" except to the extent such earlier Affidavits are corrected, supplemented or contradicted by this Affidavit.
3. I and 945411 are seeking to set aside 2 Orders granted by the Honourable Madam Justice K.M. Eidsvik on October 16, 2020 being the Order (Amended and Restated Mantle Sale Approval and Vesting Order) ("Mantle Order") and the Order (Reverse Vesting Order) ("Reverse Vesting Order") in Action No. 2001-05482 pursuant to the *Companies' Creditors Arrangement Act (Canada)* ("CCAA"). A true copy of the Mantle Order is attached and marked **Exhibit "A"** to this my Affidavit and a true copy of the Reverse Vesting Order is attached and marked **Exhibit "B"** to this my Affidavit.
4. I am advised by my lead lawyer, Richard B. Hajduk ("Hajduk"), and do verily believe that:
 - a. the first time that JMB, the Counsel for JMB, the Monitor or Counsel for the Monitor or any other person disclosed a copy of the Contract between JMB and the MD of Bonnyville referred to in the Eidsvik May 20 Order was when an unfiled copy of the Affidavit of Jason Panter ("Panter") was provided to Hajduk on October 9, 2020, and that he did not read and review the Contract until the evening of October 17, 2020 when Hajduk was preparing for Questioning on Affidavit of Panter and for the Special Chambers Application then scheduled for October 22, 2020 for the consideration of challenges to the Determinations of the Monitor of the Lien Claims of the Applicants and of RBEE Aggregates Consulting Ltd. ("RBEE");
 - b. Hajduk then discovered paragraph 26 of the Contract provided for a Trust and established JMB as a Trustee of all sums paid by the MD of Bonnyville to JMB;
 - c. neither JMB, nor Counsel for JMB (nor the Monitor, nor Counsel for the Monitor), disclosed the complete terms of the Contract, nor the existence of paragraph 26 thereof and the Trust established thereby, to either the Court or to the Applicants or any other Lien Claimant pursuant to the *Builders' Lien Act* ("BLA") at any time or pursuant to the Lien Claims process established by the Eidsvik May 20 Order prior to the provision of the Affidavit of Panter on or about October 9 2020;
 - d. Neither JMB, nor Counsel for JMB, nor the Monitor, nor Counsel for the Monitor, disclosed to either the Court or to the Applicants or any other Lien Claimant pursuant to the *Builders' Lien Act* ("BLA") at any time or pursuant to the Lien Claims

process established by the Eidsvik May 20 Order the fact that the only purpose for which the Aggregate provided to the MD of Bonnyville pursuant to the Contract was put or intended to be put was for use in construction of or repairs to public highways such that no Builders' Lien could arise in any such public highways or at all in connection with the provision of the Product (usable crushed aggregate) by JMB to the MD of Bonnyville or in connection with the provision of any materials or services to or at the request of JMB or the MD of Bonnyville in connection with the Contract;

- e. The Applicants acted to their prejudice in not opposing the Order (Amended and Restated Mantle Sale Approval and Vesting Order) and the Reverse Vesting Order based on the non-disclosure of the Contract and of paragraph 26 thereof and the breach of the duty of full and frank disclosure by JMB and its Counsel;
 - f. The Applicants are or may be beneficiaries of the Trust established by paragraph 26 of the Contract and JMB had a duty to take all reasonable steps to disclose the existence of the Trust to all of the beneficiaries or potential beneficiaries of the Trust.
5. No copy of the Contract had previously been provided to myself or 945411 and the Applicants had not previously had a reason to request a copy of the Contract as the Applicants were not parties to the Contract and had no reason to believe that they had any right to enforce any provision of the Contract. I am advised by Hajduk and do verily believe that a beneficiary of a Trust has a right to enforce the terms of the Trust, even if the Trust is established by a contract to which the beneficiary is not a party. I am advised by Hajduk and do verily believe that the first time that Hajduk received a copy of the Contract was by service of an unfiled copy of the Affidavit of Jason Panter sworn October 9, 2020, in relation to the applications to discharge builders' liens from the lands of myself and 945411, but Hajduk did not notice the terms of the Contract at that time and particularly paragraph 26 and the definitions of "Product" and "Services" until the night of October 16, 2020 after Court had already ended, and when he was preparing for the next Court application scheduled for October 22, 2020, and by reference to the Affidavit of Blake Elyea sworn October 16, 2020, which was provided at 11:51 P.M. on October 16, 2020. And the Monitor only provided its Brief and the 8th Monitor's Report at 5:41 AM on October 17, 2020, as a result of which Hajduk realized the significance of both paragraph 26 of the Contract and the sole use to which the aggregate was being put being road repair or construction for which no builders' lien can arise.
6. I am further advised by Hajduk and do verily believe that the existence of the Trust may mean that the Applicants have enforceable rights against JMB and a claim to the Holdback Amount and the other monies paid or payable by the MD of Bonnyville to JMB pursuant to the Contract, even if they might not have a valid builders' lien in the Lands of the MD of Bonnyville or any other lands of the MD of Bonnyville.

7. Hajduk has also recently obtained from Counsel for JMB copies of numerous additional Statements of Account between JMB and 945411 for 2019 and 2020 and such proof of payment as I have been able to locate and has discovered and realized that JMB owes 945411 and myself \$588,457.61 in respect of aggregate ("Product" as defined in the Eidsvik May 20 Order), instead of the amount previously submitted as a Lien Claim of \$424,674.05, as I did not realize that amounts removed in December, 2019 by JMB and provided to the MD of Bonnyville of 26,747.13 tonnes of Des 4 Class 20, at \$4.00 / tonne, for a total of \$106,988.52, plus GST of \$5,349.43 = \$112,337.95, and I did not realize that certain of the aggregates in the March and April, 2020 Statements provided by JMB had ascribed the wrong price to certain of the aggregates. Attached and marked **Exhibit "C"** to this my Affidavit is a true copy of a Statement of Account and attached tickets summaries provided by JMB to 945411 for December 2019.
8. Attached and marked **Exhibit "D"** to this my affidavit is a true copy of the Affidavit of Jason Panter sworn October 9, 2020, which attaches a copy of the Contract as Exhibit "C" to that Affidavit.
9. Attached and marked **Exhibit "E"** to this my Affidavit is a true copy of the Affidavit of Blake Elyea sworn October 16, 2020.
10. Attached and marked **Exhibit "F"** to this my Affidavit is a true copy of the email from Counsel for the Monitor serving the said Affidavit.
11. Attached and marked **Exhibit "G"** to this my Affidavit is a true copy of the email from Counsel for the Monitor of October 17, 2020 attaching the Monitor's Brief and the 8th Report of the Monitor.
12. Attached and marked **Exhibit "H"** to this my Affidavit is a true copy of the body of the Monitor's Brief served at 5:41 AM on October 17, 2020.
13. Attached and marked **Exhibit "I"** to this my Affidavit is a true copy of the body of the 8th Report of the Monitor served at 5:41 AM on October 17, 2020.
14. Attached and marked **Exhibit "J"** to this my Affidavit is a true copy of correspondence received by Hajduk from Counsel for JMB dated November 1, 2020, as a result of which he discovered that JMB had ascribed the wrong price to certain of the aggregate removed from the lands of the Applicants and provided to the MD of Bonnyville pursuant to the Aggregates Royalty Agreement between myself and 945411 and JMB Crushing Systems ULC, the predecessor of JMB.
15. Attached and marked **Exhibit "K"** to this my Affidavit are a true copy of an email string ending with an email from Hajduk to Counsel for JMB on October 15, 2020 by which Hajduk agreed to an Agreement Amending the Aggregates Royalty Agreement, and attached and marked **Exhibit "L"** is a true copy of the Agreement Amending the Aggregates Royalty Agreement attached to the said email string.

16. Attached and marked **Exhibit "M"** to this my Affidavit is a true copy of the Aggregates Royalty Agreement ("Royalty Agreement"). Pursuant to the Royalty Agreement, I and 945411 are entitled to \$5.00 / tonne for aggregate used for asphalt, instead of \$4.00 / tonne, and Hajduk has just discovered pursuant to documents received from Counsel for JMB on November 1, 2020, that some of the aggregates removed were to be used for asphalt, and therefore the amount owing by JMB would be higher.

17. I am further advised by Hajduk and do verily believe that during a telephone conversation he had with Mr. Tom Cummings of Gowlings LLP ("Cummings") on October 30, 2020, Cummings first disclosed that there was an issue with under-allocation to 945411 regarding the royalty rate charged for gravel designated as "12.5", as that gravel was used for "asphalt", and also required prior consent from 945411, and if consent was given, then 945411 would have received an extra \$1.00 per tonne of product.

18. I was advised today by Mr. J. R. Paine of J.R. Paine & Associates (who performed the quality control on the rock supplied from the "Shankowski pit" to the MD of Bonnyville No. 87 in 2020), and do verily believe, that any gravel that is designated "Class 1" is for use as asphalt. Prior to today, I was not aware that gravel with the designation of "Class 1" was higher quality gravel used for asphalt.

19. Under the terms of the Royalty Agreement entered into between JMB Crushing Systems ULC (the predecessor to JMB) and dated October 29, 2018 (the "Royalty Agreement"), Article VIII states:

ARTICLE VIII ADDITIONAL CONDITIONS

[...]

- *JMB will only sell asphalt or rock products from this pit with the 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.*

20. The Royalty Agreement was prepared by JMB.

21. Attached hereto as **Exhibit "N"** are copies of the Statements of Account from JMB to 945411 for the period from and including December 1, 2019 to and including April 30, 2020 (the "945 Statements of Account"). The 945 Statements of Account were prepared by JMB with no input or involvement by 945. The statements of account that relate to the processing of rock and gravel from the Shankowski Pit constituting Designation 1 Class 12.5 rock (and forming part of the 945 Statements of Account), are constituted by the statement of account for the period for April 1 – 30 2020, appearing at pages 5 - 15 of Exhibit "N" (the "April Account").

22. I am further advised by Hajduk and do verily believe that the issue of under allocation of payment for the gravel used as asphalt from the Shankowski Pit, relates to the April Account and the "Material" described therein (at page 5 of Exhibit "N") as, Des 1 Class 12.5 with a quantity of 48,997.62 tonnes and charged out at a rate of \$4.00 per tonne for a total amount owing to 945411 of \$195,990.48. If I had provided prior consent, then the charge out rate would not have been less than \$5.00 per tonne. Payment out at \$5.00/tonne would have required an extra payment allocation on the April Account of \$48,997.62 for a revised total amount of \$244,9808.10 for any rock designated as 1 Class 12.5.

23. 945411 has not been paid for any of the amounts owing to it under the 945 Statements of Account.

24. Under the terms of the Royalty Agreement, I did not consent to any gravel being processed in 2020 for the purposes of sale as "asphalt". At no time did anyone from JMB request consent from myself as the representative of 945411 to process or sell any gravel for asphalt in 2020. The reason for the requirement of my prior consent was to control the amount of loss in revenue that would result to 945, from the wastage that is produced from such processing for the higher quality product required for asphalt, which wastage correlates into lost revenue for 945, as prior to any such processing the wastage could have been sold as gravel, but after processing the wastage has no value.

25. I would not have provided my prior consent to process the quantity of 48,997.62 tonnes of gravel to be sold for asphalt as provided in the April Account. I verily believe that Mr. Jeff Buck of JMB, who was the representative of JMB that I dealt with, was very aware of my proclivities in this regard, and that he intentionally failed to request my prior consent for such processing and sale knowing that I would withhold consent for same. 945411 would have either outright denied consent or commanded an amount higher than \$5.00/tonne for the processing of such volume of gravel to be used as asphalt, after making determinations as to the wasted product volumes and lost revenue resulting therefrom. I verily believe that the price designation of \$4.00 per tonne of the 48,997.62 was intentionally reflected to hide and coverup the true nature of the gravel sold so as to avoid any objection from 945411 and the issues that would have resulted if the April Account would have reflected \$5.00/tonne.

26. Attached as **Exhibit "O"** are true copies of the invoices (without tickets) that JMB provided to the MD of Bonnyville in 2020 (the "2020 Bonnyville Invoices"). Attached as **Exhibit "P"** are true copies of the invoices (without tickets) that JMB provided to the MD of Bonnyville in December of 2019 (the "2019 Bonnyville Invoices").

27. I am further advised by Hajduk and do verily believe that all aggregate supplied to the MD of Bonnyville originated from the Shankowski Pit. Invoice #'s 10845, 10851, 10855, 10861 and 10864.01 of the 2020 Bonnyville Invoices (and pages 11, 13, 15 - 16, 17 and 20 - 23 thereof respectively), pertain to gravel Designated 1 Class 12.5 that originated from the Shankowski Pit. I am further advised by Hajduk and do verily

believe that the first time Hajduk was provided the Bonnyville Invoices from JMB was on November 4, 2020.

28. JMB received the increased rate and payment of \$33.28 per tonne from the MD of Bonnyville with respect to the sale to them of the 48,997.62 tonnes of Designated 1 Class 12.5 gravel from the Shankowski Pit as evidenced by Invoices No. 10845, 10851 and 10861 forming part of the 2020 Bonnyville Invoices (and pages 11, 13 and 17 thereof respectively)(the "Asphalt Gravel").
29. Prior to October 16, 2020, I did not believe that 945411 had any possibility of recourse, as an unsecured creditor, to any arrear's amounts owing to it other than as a potential claimant under the lien hold back fund established pursuant to the Eidsvik May Order. Had the existence of the trust created under paragraph 26 of the Contract been disclosed to me by JMB, I would not have entered into the Amended Assignment Agreement, unless all of the arrears had been cured including the issue of the damages resulting from the processing of the 48,997.62 tonnes of gravel for asphalt. Further, had the existence of the issues relating to the failure to obtain the required prior consent of 945411 for the processing of the Asphalt Gravel been disclosed prior to the October 15, 2020, I would not have entered into the Amending Assignment Agreement due to the trust issues I already had with JMB, and including what I understood was simply a restructuring into the new corporate vehicle of "Mantel". In this regard, I refused to agree to the insertion of a renewal agreement provision in the Amending Assignment Agreement, as was being requested by JMB/Mantel, on the specific basis of issues of trust from my historical dealings with JMB.
30. I am further advised by Hajduk and do verily believe, that 945411 only provided its consent to the form of Amended Assignment Agreement at 10:50 pm on October 15, 2020 as evidenced by the emails from Hajduk to Cumming dated October 15, 2020 at 10:50 pm and the further email from Hajduk to Cumming dated October 16, 2020 at 3:42 am, attached respectively as **Exhibit "Q"** and **Exhibit "R"**.
31. I am further advised by Hajduk and do verily believe that he received the following documents, including emails as follows:
 - a. The email Hajduk received from Caireen Hanert of Gowlings dated November 5, 2020 at 3:16:03 pm, a true copy of which is attached hereto as **Exhibit "S"**;
 - b. The documents received and being attached to the email of Lauren Pearson of Bishop & McKenzie LLP dated November 5, 2020 at 6:22 pm, and specifically the documents identified as being schedules A and B forming part of the Subcontractor Services Agreement between JMB Crushing Systems Inc and RBEE Aggregate Consulting Ltd., which agreement is attached as Exhibit "A" to the Affidavit of David Howells (a director and Vice President of RBEE Aggregate Consulting Ltd.) sworn November 5, 2020, and constituting the crushing services for the rock and gravel from the Shankowski Pit for 2020, and which Schedules A and B are attached hereto as **Exhibit "T"**;

32. I also rely on my Affidavit filed in the Court of Queen's Bench of Alberta sworn August 10, 2020.

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

- a. An Order setting aside the Orders granted by the Honourable Madam Justice K.M Eidsvik ("Eidsvik J.") on October 16, 2020, being the Order (Amended and Restated Mantle Sale Approval and Vesting Order) and the Reverse Vesting Order;
- b. An Order declaring JMB Crushing Systems Inc. ("JMB") a Trustee by virtue of paragraph 26 of the Contract between JMB Crushing Systems ULC, the predecessor of JMB, and the Municipal District of Bonnyville No. 87 ("MD of Bonnyville") dated effective November 1, 2013, as amended (the "Contract"), of the "Funds" less the "CRA Amount" each as defined by the Order granted by Eidsvik J. on May 20, 2020 (the "Eidsvik May 20 Order") establishing a Builders' Lien Claim process in respect of the sums owing by the MD of Bonnyville to JMB pursuant to the Contract, in the sum \$3,327,768.40, or such other sums as may be proven and as this Honourable Court deems appropriate and just in favour of all unpaid suppliers of materials, labour or other services in relation to the Contract;
- c. An Order requiring JMB to deposit sufficient additional funds with the Clerk of the Court or with the Monitor which will be sufficient when added to the Holdback Amount as defined by the Eidsvik May 20 Order to equal the sum set out in paragraph 2 hereof;
- d. An order setting aside the Amended Royalty Aggregates Agreement agreed to between Counsel for JMB and Counsel for the Applicants on October 15, 2020 by email;
- e. Directing that notice be provided to all actual or potential beneficiaries of the Trust of the complete terms of the Contract and of their right to claim to be a beneficiary of the Trust and for payment out of their claims from the Holdback Amount and the additional funds contemplated by subparagraph c. hereof in accordance with their entitlements;
- f. Directing payment to Jerry Shankowski and 945411 Alberta Ltd. (the "Applicants") in care of their solicitors, Hajduk LLP, of the sum of \$588,457.61, or such other sums as may be proven and as this Honourable Court deems appropriate and just, from the Holdback Amount and the additional funds contemplated by paragraph 3 hereof;
- g. An Order requiring indemnification by JMB, Counsel for JMB, the Monitor and Counsel for the Monitor in favour of the Applicants and the other actual or potential beneficiaries of the Trust constituted by paragraph 26 of the Contract to the extent

of any monies unrecoverable from the "Funds" as defined by the Eidsvik May 20 Order;

- h. Such other and further relief as may be required and as this Honourable Court deems appropriate and just; and,
- i. Costs of this Application in any event of the cause, payable forthwith by JMB, Counsel for JMB, the Monitor and Counsel for the Monitor, on a scale as between a solicitor and own client (full indemnity) or on such other scale or in such other amounts as this Honourable Court deems appropriate and just.

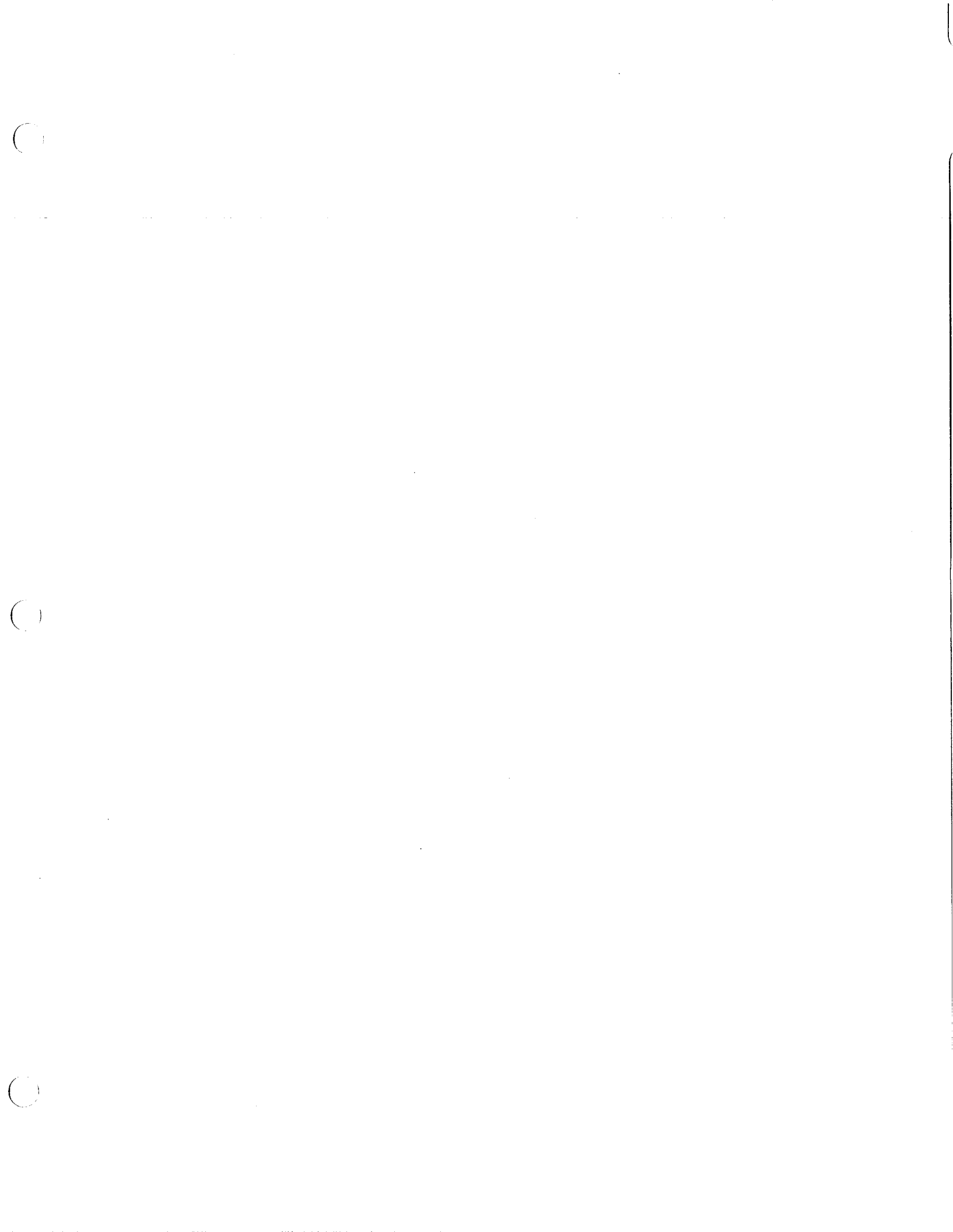
SWORN BEFORE ME on the 6th day of
November, 2020 at Edmonton, in the Province of
Alberta.



A Commissioner for Oaths in and for Alberta

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

)
)
)
) 
) **JERRY SHANKOWSKI**
)





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

December 1-31 2019

Material:	Quantity:	Rate:		Value:
Des 2 Class 40	111.80	\$4.00	\$	447.20
Des 4 Class 20	26,747.13	\$4.00	\$	106,988.52
Screenings	646.00	\$1.50	\$	969.00
	Subtotal: 27,504.93		\$	108,404.72
	5% GST		\$	5,420.24

Payable to 945411 Alberta Ltd \$ 113,824.96

This is Exhibit "C"
 Referred to in the Affidavit of
denny shankowski
 Sworn before me this
 6th Day of November, 2020
R. Gibbs
 A Commissioner for Oaths in
 and for the Province of Alberta
 RODGER C. GIBBS
 Barrister & Solicitor
 (Province of Alberta)

Bonnyville

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

JMB Crushing Systems LLC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 40					
2019/12/03	181736	Shamrock Valley Enterprises Ltd.	Shankowski Pit	Des 2 Class 40	56.44
2019/12/03	182249	Shamrock Valley Enterprises Ltd.	Shankowski Pit	Des 2 Class 40	55.36
					111.80

Aggregate Size: Des 4 Class 20					
2019/12/02	157266	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	112.48
2019/12/02	174378	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	85.70
2019/12/02	174387	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	77.51
2019/12/02	176104	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	75.80
2019/12/02	178084	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	83.28
2019/12/02	181650	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	83.68
2019/12/02	186252	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	78.38
2019/12/02	186307	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	56.53
2019/12/02	186335	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	116.34
2019/12/02	187396	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	57.49
2019/12/02	187498	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	56.14
2019/12/02	187551	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	77.33
2019/12/02	187597	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	118.51
2019/12/02	187904	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	152.63
2019/12/02	187920	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	76.62
2019/12/02	187938	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	161.49
2019/12/02	188126	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	114.36
2019/12/02	188185	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	76.40
2019/12/02	190255	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	116.04
2019/12/02	190371	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	55.10
2019/12/02	190789	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	27.75
2019/12/02	190856	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	78.88
2019/12/02	190872	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	119.15
2019/12/02	190878	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	77.70
2019/12/03	164161	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	150.21
2019/12/03	184366	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	84.03
2019/12/03	186308	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.93
2019/12/03	186333	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	62.70
2019/12/03	186364	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	193.78
2019/12/03	187398	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	138.95
2019/12/03	187481	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	117.87

JMB Crushing Systems LLC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/12/03	187552	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	192.65
2019/12/03	187674	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	112.26
2019/12/03	187710	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.71
2019/12/03	187937	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	196.96
2019/12/03	188120	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	190.52
2019/12/03	188183	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	151.56
2019/12/03	188203	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	84.07
2019/12/03	190256	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	192.31
2019/12/03	190285	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.36
2019/12/03	190290	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	188.87
2019/12/03	190372	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	141.33
2019/12/03	190383	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.30
2019/12/03	190776	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	152.20
2019/12/03	190823	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	155.77
2019/12/03	190852	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	154.48
2019/12/03	190881	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	229.62
2019/12/04	186309	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.79
2019/12/04	186363	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	194.51
2019/12/04	187399	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.48
2019/12/04	187553	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	192.44
2019/12/04	187673	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.95
2019/12/04	187709	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	138.21
2019/12/04	188181	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	190.79
2019/12/04	188204	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.01
2019/12/04	190257	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	190.07
2019/12/04	190286	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.02
2019/12/04	190291	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	189.93
2019/12/04	190384	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.06
2019/12/04	190769	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	112.85
2019/12/04	190777	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	189.24
2019/12/04	190824	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	194.25
2019/12/04	190853	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	190.64
2019/12/04	190983	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	141.35
2019/12/05	184264	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	111.13
2019/12/05	186273	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	134.92
2019/12/05	186326	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	141.60
2019/12/05	186358	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	195.23
2019/12/05	187400	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.62
2019/12/05	187479	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	194.95
2019/12/05	187554	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	194.18
2019/12/05	187672	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.31

JMB Crushing Systems LLC

5

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/12/05	187708	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	138.35
2019/12/05	187752	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	188.74
2019/12/05	188180	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	189.82
2019/12/05	188205	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.95
2019/12/05	190287	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	137.53
2019/12/05	190293	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	189.75
2019/12/05	190385	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	56.29
2019/12/05	190778	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	151.99
2019/12/05	190825	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	197.49
2019/12/05	190854	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	193.63
2019/12/05	190985	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.89
2019/12/05	190997	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	188.57
2019/12/06	180258	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	137.85
2019/12/06	186310	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	111.55
2019/12/06	186359	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	194.04
2019/12/06	187402	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	137.81
2019/12/06	187480	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	117.37
2019/12/06	187555	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	192.23
2019/12/06	187602	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	133.68
2019/12/06	187671	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	136.83
2019/12/06	187707	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	137.92
2019/12/06	187766	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	189.81
2019/12/06	188179	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	189.89
2019/12/06	190292	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	186.91
2019/12/06	190386	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.68
2019/12/06	190826	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	158.12
2019/12/06	190855	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	116.81
2019/12/06	190984	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	137.60
2019/12/06	190998	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	154.34
2019/12/06	191007	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	137.00
2019/12/09	180260	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.69
2019/12/09	184300	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	38.11
2019/12/09	186272	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	161.55
2019/12/09	186311	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	138.63
2019/12/09	186360	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	196.90
2019/12/09	187403	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.41
2019/12/09	187556	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	193.04
2019/12/09	187670	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	138.76
2019/12/09	187750	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	137.88
2019/12/09	188149	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	195.39
2019/12/09	188206	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.25

JMB Crushing Systems LLC



Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/12/09	190258	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	191.54
2019/12/09	190294	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	55.57
2019/12/09	190370	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	191.11
2019/12/09	190761	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	191.87
2019/12/09	190827	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	158.12
2019/12/09	190857	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	153.60
2019/12/10	178095	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.41
2019/12/10	186312	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.88
2019/12/10	186327	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.28
2019/12/10	186370	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	196.70
2019/12/10	187404	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	56.83
2019/12/10	187478	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	158.13
2019/12/10	187557	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	113.12
2019/12/10	187603	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	107.54
2019/12/10	187677	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.97
2019/12/10	187771	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	191.86
2019/12/10	188207	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	111.58
2019/12/10	190259	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	192.73
2019/12/10	190369	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	187.99
2019/12/10	190387	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	112.14
2019/12/10	190828	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	158.96
2019/12/11	180259	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	139.58
2019/12/11	186271	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	133.59
2019/12/11	186313	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	113.36
2019/12/11	186330	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	141.11
2019/12/11	186373	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	195.98
2019/12/11	187406	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	142.01
2019/12/11	187477	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	156.49
2019/12/11	187558	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	192.21
2019/12/11	187675	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	113.58
2019/12/11	187768	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	191.07
2019/12/11	188150	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	28.03
2019/12/11	188208	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	112.43
2019/12/11	190260	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	190.70
2019/12/11	190367	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	152.77
2019/12/11	190394	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.65
2019/12/11	190493	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	93.33
2019/12/11	190764	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	140.61
2019/12/11	190829	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	197.25
2019/12/11	190858	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	154.14
2019/12/12	178086	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	82.30

JMB Crushing Systems LLC

9

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/12/12	184762	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	82.45
2019/12/12	186314	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	84.25
2019/12/12	186328	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	83.23
2019/12/12	186365	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	154.98
2019/12/12	187407	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	109.91
2019/12/12	187476	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	156.39
2019/12/12	187559	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	155.21
2019/12/12	187615	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	133.13
2019/12/12	187763	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	151.43
2019/12/12	188151	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	83.68
2019/12/12	188209	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.99
2019/12/12	190261	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	153.22
2019/12/12	190366	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	150.82
2019/12/12	190393	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	113.29
2019/12/12	190492	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	124.30
2019/12/12	190830	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	156.53
2019/12/12	190859	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	153.29
2019/12/12	190982	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.34
2019/12/12	191052	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	112.09
2019/12/13	186270	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	27.16
2019/12/13	186366	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	79.18
2019/12/13	186367	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	118.27
2019/12/13	187473	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	39.02
2019/12/13	187474	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	80.07
2019/12/13	187560	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	114.47
2019/12/13	187561	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	77.24
2019/12/13	187604	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	82.92
2019/12/13	187756	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	76.74
2019/12/13	190262	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	115.21
2019/12/13	190273	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	77.61
2019/12/13	190295	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	38.18
2019/12/13	190364	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	75.79
2019/12/13	190365	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	114.78
2019/12/13	190808	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	79.04
2019/12/13	190831	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	119.36
2019/12/13	190860	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	115.63
2019/12/13	190861	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	77.63
2019/12/13	190986	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	56.65
2019/12/13	190987	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	55.30
2019/12/16	178089	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	83.78
2019/12/16	187472	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	115.27

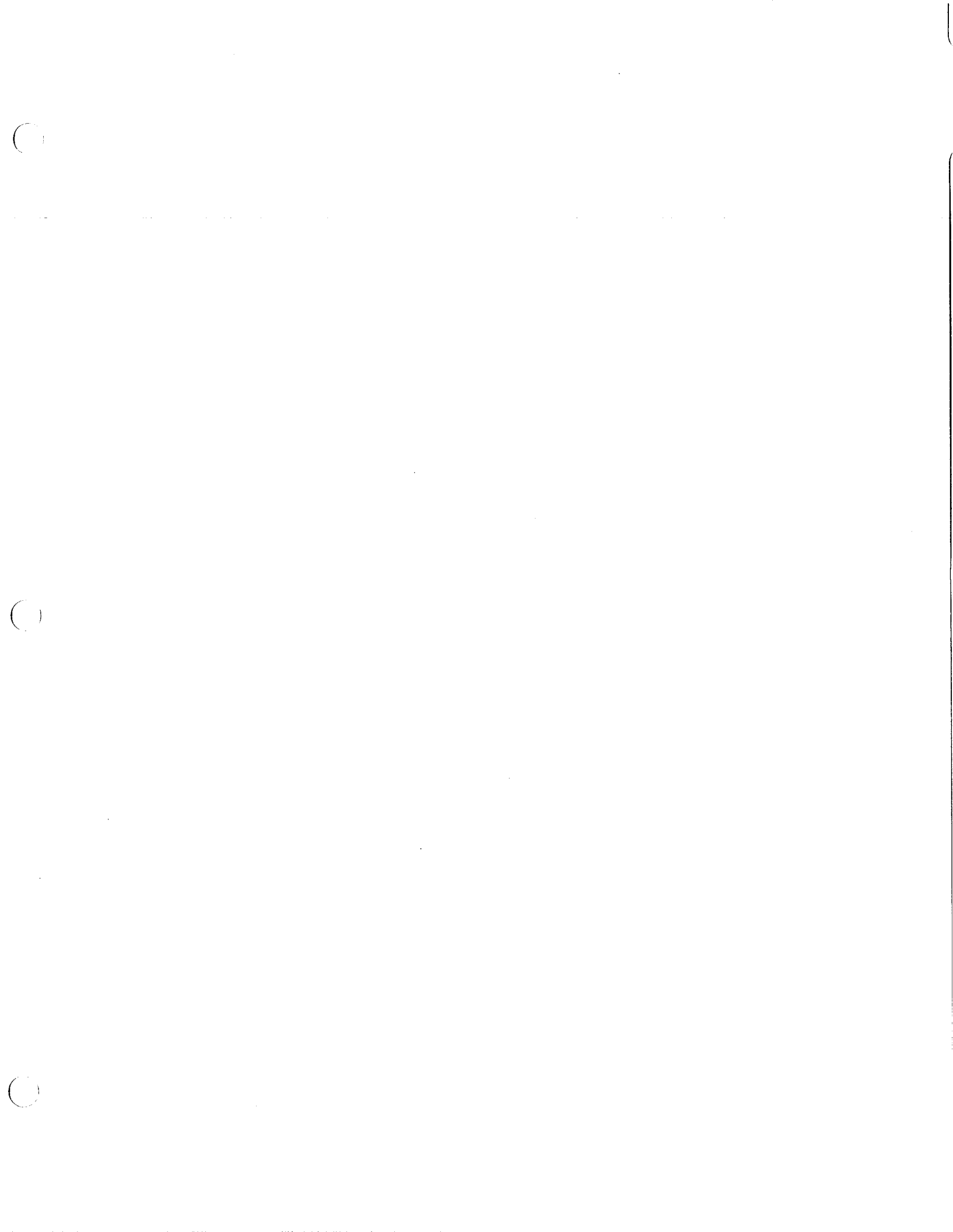
JMB Crushing Systems LLC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/12/16	187614	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	81.47
2019/12/16	187745	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	111.67
2019/12/16	187758	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	76.64
2019/12/16	188213	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	109.79
2019/12/16	190265	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	114.59
2019/12/16	190363	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	152.47
2019/12/16	190473	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	122.19
2019/12/16	190486	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	82.71
2019/12/16	190809	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	78.24
2019/12/16	191048	MD of Bonnyville No.87	Shankowski Pit	Des 4 Class 20	110.10
					26,747.13

Aggregate Size: Screenings

2019/12/01	1177	Shamrock Valley Enterprises Ltd.	Shankowski Pit	Screenings	152.00
2019/12/01	1242	Shamrock Valley Enterprises Ltd.	Shankowski Pit	Screenings	228.00
2019/12/01	1397	Shamrock Valley Enterprises Ltd.	Shankowski Pit	Screenings	266.00
					646.00

27,504.93



This is Exhibit "J"
Referred to in the Affidavit of
Jerry Shankowski
Sworn before me this
6th Day of November, 2020
R. Gibbs
A Commissioner for Oaths in
and for the Province of Alberta

November 1, 2020

Richard Hajduk
202 Platinum Place
10120 - 118 Street NW
Edmonton, AB T5K 1Y4

Caireen E. Hanert
Direct +1 403 298 1992
Direct Fax +1 403 695 3490
caireen.hanert@gowlingwlg.com

Dear Mr. Hajduk:

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

**Re: In the Matter of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd., Court File No. 2001-05482
Information request by 945441 Alberta Ltd. and Jerry Shankowski (collectively, "945")**

We have reviewed your request for information and have the following responses:

1. Please confirm if the Holdback Amount (as that term is defined in the Order of Madame Justice K.M. Eidsvik dated May 20, 2020, the "Order"), remains fully constituted in the amount of \$1,850,000.00 ("original amount").

Response provided by counsel for the Monitor.

2. If the Holdback Amount has been reduced from its original amount, then kindly advise as to the current balance of same, the date that any payment(s) out were made, as well as confirm in each case the amount paid and the payee.

Response provided by counsel for the Monitor.

3. If the Holdback Amount has been reduced from its original amount without formal order of the Court, then kindly advise as to the authority for same given paragraph 15 (c) of the Order states: "... and upon the Lien Determinations becoming final in respect of all the Liens, the Monitor shall pay the remaining Holdback Amount to JMB."

Response provided by counsel for the Monitor.

4. With respect to the amounts invoiced by JMB to MD of Bonnyville for the period up to and including April 30, 2020, and constituting the Funds (as that term is defined in the Order) please provide copies of each invoice of JMB that was provided to MD of Bonnyville as well as any supporting documentation that would have been provided by JMB to support entitlement for payment under the Terms and Conditions Agreement entered into between the MD of Bonnyville and JMB made and effective the 1st day of November, 2013 (the "Bonnyville Contract"). In addition, please confirm the exact billing period (and specifically the start date and end date for the entire billing period) that would correspond to the said invoices in respect to the Funds (the "Billing Capture Period"). I further require the dates of such rendered invoices, and if not dated then the date that they were first sent by JMB to the MD of Bonnyville.

8. Please provide copies of any further Statements of Account (including statement of materials removed from the pit) that JMB would have issued to 945441 Alberta Ltd., and relating to the calendar year 2019, (together with any attached ticket confirmation sheets), and corresponding to the Billing Capture Period, and confirm if any of those amounts stated as being payable to 945441 Alberta Ltd., were in fact paid, and if so then provide evidence of payment respecting same.

See above response to #7.

9. In the event that any Sealing Order of the Court in these proceedings captured and or contained documents which included the Bonnyville Contract, or portions thereof, then kindly identify those specific sealing orders and provide the referenced documents on the appropriate undertaking.

JMB has not sought any sealing orders in these proceedings in relation to the Bonnyville Contract.

10. Paragraph 21 of the Affidavit of Jeff Buck sworn May 8, 2020 states: "As a result of this non-payment, a number of the Subcontractors have registered liens under the Builders' Lien Act, RSA 2000, c B-7 against the Projects (the "Liens"). Copies of the Certificates of Title for the Projects against which the Liens have been registered are attached as Exhibit "A"." Please confirm that Exhibit "A" referenced above only contained one (1) registered Lien against the lands of MD of Bonnyville, being the Lien in the amount of \$15,569.00 registered by Matt Silver Trucking Ltd., on April 24, 2020.

That is correct.

Sincerely,

Gowling WLG (Canada) LLP



Caireen E. Hanert

CEH

See attached under Tab 4 for the invoices provided by JMB to the MD of Bonnyville, along with supporting documentation. The period for which the Funds were captured is March 19 to April 30, 2020.

5. Please advise if MD of Bonnyville required from JMB any form of confirmation, declaration, affirmation, acknowledgment or other form of attestation in writing or otherwise from JMB in respect of JMB's trust obligations under paragraph 26 of the Bonnyville Contract, including as a condition or qualification of receiving payment from MD Bonnyville for any invoices from JMB rendered between November 1, 2013 and April 31, 2020. If so, please provide all copies of same.

See attached under Tab 5. To the best of JMB's knowledge, the only holdbacks with respect to the Bonnyville Contract were in 2018 and 2019.

In 2018, the holdback related only to hauling, as the hauling was done by subcontractors and JMB performed the crushing.

In 2019, the holdback related to the first crushing invoice for 75,000MT and all hauling, with the exception of hauling for December 2019, which was done by JMB instead of subcontractors. It is unclear why there was a holdback with respect to crushing, as all crushing for 2019 was done by JMB. To the best of JMB's knowledge, there was no statutory declaration provided to the MD of Bonnyville to release the payment.

There was no MD holdback in 2020.

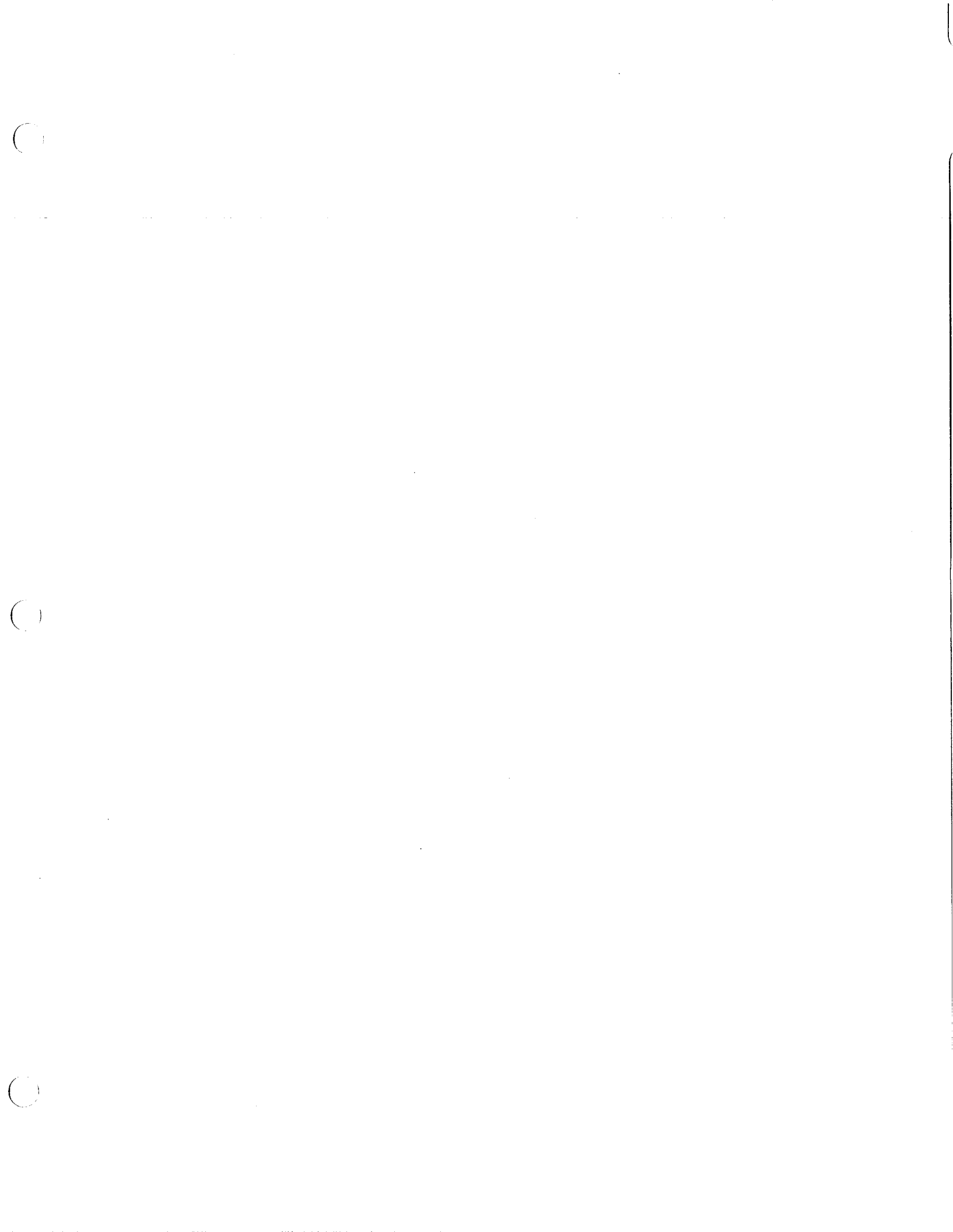
Representatives from the MD of Bonnyville frequently visited the Shankowski pit during March and April 2020 when RBee Aggregate was crushing the extracted aggregate.

6. Please provide copies of all communications including correspondence, memoranda, letters, emails (and attached pdf's thereto), which fully disclose the complete chain and history of communications, discussions and negotiations between JMB (and including as represented by its legal counsel) and or the court appointed Monitor on the one hand, and the MD of Bonnyville (and including as represented by its legal counsel) on the other hand, respecting the payment by MD of Bonnyville of the amounts constituting the Funds (or any portion thereof), including without restriction any indemnity, undertaking and or release provided by either JMB or the court-appointed Monitor respecting any such payment(s).

See attached under Tab 6. The majority of the communications between counsel for the MD of Bonnyville with respect to the Order granted May 20, 2020 were by phone.

7. Please provide copies of the Statements of Account (including statement of materials removed from the pit) that JMB would have issued to 945441 Alberta Ltd (any reference in this document to 945441 Ltd., includes any such statements rendered to Jerry Shankowski), and relating to the months of January and February 2020 (together with any attached ticket confirmation sheets), and confirm if any of those amounts stated as being payable to 945441 Alberta Ltd., were in fact paid, and if so then provide evidence of payment respecting same.

See attached under Tab 7 for copies of the Statements of Account issued to 945 by JMB that relate to unpaid amounts. No royalties were due to 945 by JMB for January and February 2020.



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 ^{DB} dollars per TONNE
(~~4.54~~ 4.96 ^{DB} dollars per CUBIC YARD) of accepted GRAVEL removed from the Lands.
2. JMB shall pay to the Vendor ~~1.00~~ 1.50 ^{DB} dollars per TONNE
(~~1.21~~ 1.86 ^{DB} dollars per CUBIC YARD) of accepted SAND removed from the Lands.
3. JMB shall pay the vendor ~~5.00~~ 5.50 ^{DB} dollars per TONNE
(~~6.20~~ 6.82 ^{DB} dollars per CUBIC YARD) of pea gravel removed from the Lands.

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

ARTICLE V MEASUREMENT OF AGGREGATES

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

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

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

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

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

ARTICLE VIII ADDITIONAL CONDITIONS

(if none, write 'none').

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

ARTICLE IX REMAINING STOCKPILES

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

ARTICLE X TERM OF THIS AGREEMENT

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

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

JMB CRUSHING SYSTEMS ULC

PER: 

EXECUTED BY THE VENDORS:

PER: 

PER: _____



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:

This is Exhibit "N"
Referred to in the Affidavit of
Deryn Shandowski
Sworn before me this
6th Day of November, 2020
R. Gibbs
A Commissioner for Oaths in
and for the Province of Alberta

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

December 1-31 2019

Material:	Quantity:	Rate:		Value:
Des 2 Class 40	111.80	\$4.00	\$	447.20
Des 4 Class 20	26,747.13	\$4.00	\$	106,988.52
Screenings	646.00	\$1.50	\$	969.00
	Subtotal:	27,504.93	\$	108,404.72
	5% GST		\$	5,420.24

Payable to 945411 Alberta Ltd \$ 113,824.96

Bonnyville

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



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



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:

January 1-31 2020

Material:	Quantity:	Rate:	Value:
		\$	-
		\$	-
		\$	-
Subtotal:	0.00	\$	-
5% GST		\$	-

Payable to 945411 Alberta Ltd \$ -

Bonnyville

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



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



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



"THE GRAVEL EXPERTS"

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

RE: Statement of Account

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

April 1-30 2020

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

Payable to 945411 Alberta Ltd \$ 289,743.49

Bonnyville

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

JMB Crushing Systems ULC

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

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 Chitritnia	Shankowski Pit	#703 Poplar Drive Laurier Lake	Des 2 Class 40	39.00
2020/04/08	186338	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	39.49
2020/04/08	186491	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	29.16
2020/04/08	186592	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.85
2020/04/08	186606	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	39.28
2020/04/08	186861	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	38.34
2020/04/08	187073	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.99
2020/04/08	187138	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.41
2020/04/08	187149	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	39.38
2020/04/08	187158	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.34
2020/04/08	190296	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	38.83
2020/04/08	190340	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	38.56
2020/04/08	190411	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.26
2020/04/08	190427	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	28.19
2020/04/08	190542	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.92
2020/04/08	190722	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	29.15
2020/04/08	190837	Top Grade Construction	Shankowski Pit	Lloydminster	Des 2 Class 40	27.18
						3,422.19

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	186462	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	237.12
2020/04/05	186509	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	197.08
2020/04/05	186590	JMB Pit Transfers	Shankowski Pit	JMB Yard	Screenings	143.11

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	232.04
2020/04/29	186814	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.50
2020/04/29	186836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.16
2020/04/29	187066	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	112.34
2020/04/29	187084	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.86
2020/04/29	187224	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	80.10
2020/04/29	187238	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.13
2020/04/29	187685	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.18
2020/04/29	188069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.69
2020/04/29	190835	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	143.39
2020/04/30	170378	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.97
2020/04/30	181433	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.73
2020/04/30	186277	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.90
2020/04/30	186295	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	240.21
2020/04/30	186633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.32
2020/04/30	186872	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.23
2020/04/30	186714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.78
2020/04/30	186812	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.36
2020/04/30	186815	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.93
2020/04/30	186911	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	182.20
2020/04/30	187065	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.92
2020/04/30	187241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.72
2020/04/30	188068	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.79
2020/04/30	190324	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	201.41
2020/04/30	190836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.69
						84.96
						15,435.80

Aggregate Size: Des 2 Class 40

15,435.80

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

JMB Crushing Systems ULC

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

48,997.62

Aggregate Size: Des 2 Class 16

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

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/23	187110	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.12
2020/04/23	187132	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.73
2020/04/23	187164	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.58
2020/04/23	187178	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.96
2020/04/23	187195	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.07
2020/04/23	187217	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.79
2020/04/23	187240	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.14
2020/04/23	190547	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	140.52
2020/04/23	190728	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	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	144.51
2020/04/24	187128	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.35
2020/04/24	187165	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.61
2020/04/24	187179	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.47
2020/04/24	187196	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.18
2020/04/24	187236	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.25
2020/04/24	190546	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	88.38
2020/04/24	190729	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.83
2020/04/24	190941	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	114.23
2020/04/24	191023	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	158.44
2020/04/25	186352	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.61
2020/04/25	186499	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	175.09
2020/04/25	186860	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.55
2020/04/25	187112	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.55
2020/04/25	187131	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.30
2020/04/25	187208	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/25	187235	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.42
2020/04/25	187248	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.76
2020/04/25	188074	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.46
2020/04/25	190320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.76
2020/04/25	190930	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.58
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	238.03
2020/04/26	186500	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.92
2020/04/26	186628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	194.60
2020/04/26	186720	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.18
2020/04/26	186910	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.84
2020/04/26	187130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.07
2020/04/26	187180	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.63
2020/04/26	187197	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/26	187218	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.28
2020/04/26	187233	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	38.55

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/20	186077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.35
2020/04/20	188153	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.69
2020/04/20	190314	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	38.06
2020/04/20	190548	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.88
2020/04/20	190655	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.70
2020/04/20	190937	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.32
2020/04/20	191026	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.65
2020/04/21	186348	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.85
2020/04/21	186470	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.05
2020/04/21	186490	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.27
2020/04/21	186518	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.70
2020/04/21	186880	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.69
2020/04/21	186896	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.34
2020/04/21	187077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/21	187108	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.55
2020/04/21	187135	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.54
2020/04/21	187162	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.61
2020/04/21	187176	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/21	187215	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.19
2020/04/21	187244	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.15
2020/04/21	187686	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.92
2020/04/21	188076	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.04
2020/04/21	188154	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	146.88
2020/04/21	190727	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.78
2020/04/21	190765	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.22
2020/04/21	190938	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	182.88
2020/04/22	186258	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.83
2020/04/22	186349	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.27
2020/04/22	186471	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.78
2020/04/22	186515	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.61
2020/04/22	186516	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.58
2020/04/22	186863	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.53
2020/04/22	187109	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.95
2020/04/22	187134	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.13
2020/04/22	187163	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.87
2020/04/22	187177	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.17
2020/04/22	187216	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.07
2020/04/22	187243	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.69
2020/04/22	187687	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.83
2020/04/22	188075	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.14
2020/04/22	190574	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.46
2020/04/22	190772	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.45
2020/04/22	190939	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.24
2020/04/23	186350	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.60
2020/04/23	186473	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.04
2020/04/23	186493	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.06
2020/04/23	186497	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.10
2020/04/23	186852	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.96
2020/04/23	186864	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.45

JMB Crushing Systems ULC

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	186455	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.54
2020/04/19	186468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/19	186524	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.40
2020/04/19	186813	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.40
2020/04/19	186894	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.34
2020/04/19	187106	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	167.79
2020/04/19	187117	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.32
2020/04/19	187193	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.25
2020/04/19	187213	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.33
2020/04/19	187247	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.49
2020/04/19	187689	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.21
2020/04/19	188152	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	190428	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.66
2020/04/19	190549	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.28
2020/04/19	190936	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.35
2020/04/19	191027	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.35
2020/04/20	186257	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.17
2020/04/20	186347	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.71
2020/04/20	186469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.12
2020/04/20	186980	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.84
2020/04/20	187107	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.68
2020/04/20	187136	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.94
2020/04/20	187160	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.16
2020/04/20	187175	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.26
2020/04/20	187194	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.32
2020/04/20	187214	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54
2020/04/20	187245	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.87
2020/04/20				Bonnyville Yard	Des 1 Class 12.5	231.06

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	168.07
2020/04/15	190932	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	181.51
2020/04/15	191031	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.64
2020/04/16	186343	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.44
2020/04/16	186463	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.18
2020/04/16	186512	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.33
2020/04/16	187069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.62
2020/04/16	187103	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	107.81
2020/04/16	187137	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.33
2020/04/16	187155	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.13
2020/04/16	187173	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.40
2020/04/16	187320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.09
2020/04/16	187691	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.35
2020/04/16	188081	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	190.61
2020/04/16	190335	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	241.31
2020/04/16	190426	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.39
2020/04/16	190479	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.86
2020/04/16	190553	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.15
2020/04/16	190725	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.02
2020/04/16	190842	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.73
2020/04/16	190933	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.62
2020/04/16	191030	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	166.37
2020/04/17	171269	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	181.04
2020/04/17	186344	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.08
2020/04/17	186466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.16
2020/04/17	186513	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.63
2020/04/17	187079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.68
2020/04/17	187104	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.60
2020/04/17	187119	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.71
2020/04/17	187156	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.14
2020/04/17	187174	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.03
2020/04/17	187191	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/17	187209	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.01
2020/04/17	188080	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.28
2020/04/17	190313	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.77
2020/04/17	190334	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.47
2020/04/17	190414	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.48
2020/04/17	190480	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.14
2020/04/17	190552	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.39
2020/04/17	190726	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	156.38
2020/04/17	190934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.08
						87.31
						221.48

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	113.60
2020/04/04	187663	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	155.46
2020/04/04	187697	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	155.38
2020/04/04	188086	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	159.55
2020/04/04	190564	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.44
2020/04/04	190628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	157.83
2020/04/04	190719	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.22
2020/04/04	190925	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.50
2020/04/14	186342	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.77
2020/04/14	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	112.88
2020/04/14	187101	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.95
2020/04/14	187115	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	174.37
2020/04/14	187151	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.20
2020/04/14	188083	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.64
2020/04/14	190304	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.52
2020/04/14	190338	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.59
2020/04/14	190415	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.63
2020/04/14	190556	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.80
2020/04/14	190633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.59
2020/04/14	190724	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.40
2020/04/14	190840	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.95
2020/04/14	190929	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.43
2020/04/14	191032	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.62
2020/04/15	186341	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.54
2020/04/15	186465	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.19
2020/04/15	186511	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.11
2020/04/15	186594	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.44
2020/04/15	186940	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.01
2020/04/15	187102	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.28
2020/04/15	187116	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.13
2020/04/15	187152	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.18
2020/04/15	187172	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.73

5

TAB 6

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

APPLICANTS IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, as amended
AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and
2161889 ALBERTA LTD.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING
THIS DOCUMENT

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

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



AFFIDAVIT OF JEFF BUCK
sworn May 28, 2020

I, **JEFF BUCK**, of the City of Edmonton, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am the President and Chief Executive Officer of the Applicant JMB Crushing Systems Inc. ("**JMB**") and a director of the Applicant 2161889 Alberta Ltd. ("**216**") and have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.
2. This Affidavit is supplemental to my Affidavit sworn May 8, 2020 in respect of the application brought by JMB for a lien process order (the "**Application**") involving EllisDon Industrial Inc. ("**EllisDon**").

3. I am authorized to swear this Affidavit as corporate representative of the Applicants.
4. All references to dollar amounts contained herein are to Canadian Dollars unless otherwise stated.
5. EllisDon is prime contractor for Canada Kuwait Petrochemical Limited Partnership by its general partner Canada Kuwait Petrochemical Corporation ("CKPC") in respect of the Canada Kuwait PDH/PP Project (the "Project") on the lands located in Sturgeon County in Alberta legally described as:

TITLE NUMBER 162 224 619

MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 11
ALL THAT PORTION OF THE NORTH EAST QUARTER
WHICH LIES SOUTH OF A LINE DRAWN THROUGHOUT AND AT RIGHT
ANGLES TO THE
EAST BOUNDARY 407.4 METRES SOUTHERLY FROM THE NORTH EAST
CORNER THEREOF;
CONTAINING 32.0 HECTARES (79 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 162 224 620

MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 11
ALL THAT PORTION OF THE NORTH EAST QUARTER
WHICH LIES NORTH OF A LINE DRAWN THROUGHOUT AND AT RIGHT
ANGLES TO THE
EAST BOUNDARY 407.4 METRES SOUTHERLY FROM THE NORTH EAST
CORNER THEREOF;
CONTAINING 32.8 HECTARES (81 ACRES) MORE OR LESS.
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 5345NY - ROAD 0.809 2.00
B) PLAN 0426682 - ROAD 0.394 0.97
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 162 224 621

MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 2
THE EAST HALF OF THE NORTH EAST QUARTER
CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS



TITLE NUMBER 162 224 630

MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 2
THE WEST HALF OF THE NORTH EAST QUARTER
CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
0.809 OF A HECTARE (2 ACRES) MORE OR LESS AS SHOWN ON ROAD PLAN
796S
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 162 224 631

MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 12
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
1.64 HECTARES (4.04 ACRES) MORE OR LESS, AS SHOWN ON
ROAD PLAN 7154ET.
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 162 224 632

FIRST
MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 12
THE NORTH WEST QUARTER
CONTAINING 64.7 HECTARES (160 ACRE) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 5345NY - ROAD 0.813 2.01
B) PLAN 0426682 - ROAD 0.394 0.97
EXCEPTING THEREOUT ALL MINES AND MINERALS

SECOND
MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 12
THE NORTH EAST QUARTER
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 5345NY - ROAD 0.813 2.01
B) PLAN 9020063 - ROAD 2.01 4.97
C) PLAN 0426682 - ROAD 0.230 0.57
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 162 224 633

MERIDIAN 4 RANGE 22 TOWNSHIP 56
SECTION 11

QUARTER NORTH WEST
CONTAINING 64.5 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 5345NY - ROAD 0.809 2.00
B) PLAN 0426682 - ROAD 0.394 0.97
EXCEPTING THEREOUT ALL MINES AND MINERALS

TITLE NUMBER 162 224 635

THE SOUTH EAST QUARTER OF SECTION ELEVEN (11)
TOWNSHIP FIFTY SIX (56)
RANGE TWENTY TWO (22)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: (A) 0.040 HECTARES (0.10 ACRE) MORE OR LESS
AS SHOWN ON ROAD PLAN 796S
(B) 0.938 HECTARES (2.32 ACRES) MORE OR LESS AS SHOWN ON
ROAD PLAN 3842
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

(collectively, the "**Lands**").

6. I am advised by my review of the Certificates of Title for the Lands that the Registered Owner of the Lands is 1598313 Alberta Ltd. I am advised by Alex Matthews, counsel to JMB, and believe that 1598313 Alberta Ltd. is a related entity to CKPC and has been included in the definition of "Owner" used in the proposed Order.
7. JMB and EllisDon are parties to an undated supply agreement (the "**Contract**"), pursuant to which JMB was required to supply and deliver aggregate materials ("**Product**") for the Project. A copy of the Contract is attached hereto as **Exhibit "A"**.
8. JMB retained subcontractors (the "**Subcontractors**") to perform certain services in connection with the Contract, including crushing and hauling of Product at the Lands (the "**Services**").
9. For some time prior to May 1, 2020, the date upon which the Initial Order was granted in these proceedings, and thereafter, JMB and EllisDon have been working towards a resolution of various liens registered against the Lands. I am advised by Tom Cumming,



counsel for JMB, and do verily believe that during his discussions with Ryan Krushelnitzky, counsel for EllisDon:

- (a) Mr. Cumming emphasized that due to its financial circumstances, JMB was unable to pay the Subcontractors without having first received payment of the outstanding receivable from EllisDon (the "**Receivable**");
 - (b) the parties became aware that some of the unpaid Subcontractors (the "**Lien Claimants**") had registered liens against title to the Lands (the "**Liens**"); and
 - (c) Mr. Krushelnitzky indicated that EllisDon was not prepared to pay the Receivable to JMB until such time as the Liens had been discharged;
 - (d) Mr. Cumming provided a draft agreement to Mr. Krushelnitzky which contemplated payment of the outstanding Receivable to the Monitor, and a process by which the Monitor would adjudicate each Lien, pay the verified amount to each Lien Claimant, and subsequently pay any amount remaining to JMB; and
 - (e) Mr. Cumming and Mr. Krushelnitzky ultimately determined that the proposed lien process order was the best way to bind CKPC to the lien payment process and protect the interests of all stakeholders.
10. The total amount payable to the Subcontractors by JMB for Product supplied and Services performed at the Lands was \$4,861,050.78.
 11. EllisDon paid \$2,364,875.34 to certain Subcontractors directly that had registered liens against the Lands in exchange for discharges of the respective liens and releases of CKPC, 1598313 Alberta Ltd., EllisDon and JMB. A summary of the payments made by EllisDon is attached hereto as **Exhibit "B"**.
 12. The following liens remain registered against the Lands:
 - (a) lien registered as Instrument Number 202 093 308 on April 29, 2020 by 1577248 Alberta Ltd. in the amount of \$58,609;



THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF JEFF BUCK
SWORN BEFORE ME
THIS 28th DAY OF MAY, 2020.

A Commissioner of Oaths and Notary Public
in and for the Province of Alberta



Supply Agreement

Agreement Number - 1200016-185

Special Terms and Definitions

In addition to other terms defined herein, the following terms in this Supply Agreement have the following meanings

<i>"Contractor"</i>	Ellis Don Industrial Inc., having an office at 8402 116 Street, Fort Saskatchewan, AB, T8L0G8
<i>"Supplier"</i>	JMB Crushing Systems ULC, P.O. Box 6977, Bonnyville, AB T9N 2H4
<i>"Prime Contract"</i>	The agreement, June 28, 2019, made between the Owner and the Contractor respecting the construction of the Project, inclusive of all schedules, appendices, exhibits, other documents, agreements and addenda, if any.
<i>"Project"</i>	EDI-185, Canada Kuwait PDH/PP Project, Site Early Works
<i>"Products"</i>	Means all of the products and materials required in accordance with the Supply Work
<i>"Supply Documents"</i>	Include, I. This Supply Agreement II. Attached Schedule 'A' - Scope of Work, Trade Specific Documents including Specifications; III. Attached Schedule 'B' - Supplementary Conditions: Safety, Delivery time parameters; IV. Schedule 'D' - QC Requirements; V. Schedule 'F' - Subcontract Time; and, VI. Schedule 'I' - Insurance Requirements VII. Project Specific Health, Safety, Security, Environmental Plan and Code of Ethics
<i>"Holdback"</i>	NOT APPLICABLE
<i>"Supply Work"</i>	Supply and deliver aggregate materials to Project site.
<i>"Supply Agreement"</i>	This agreement inclusive of all schedules, appendices, exhibit, other documents agreements and addenda, if any.
<i>"Sub-Suppliers"</i>	Each Supplier and supplier of the Supplier and their respective and successive subcontractors, suppliers, employees and agents who supply labour, materials, supplies, products, tools, machinery, equipment and other services and items to carry out and conduct the Subcontract Work

Terms and Conditions

1.00 General Conditions

1. The Supplier shall be bound to the Contractor by the terms and conditions of this Supply Agreement. The Supplier hereby accepts the terms and conditions of the Prime Contract to the extent such terms and conditions are applicable to the Supply Work, including any Prime Contract documents, drawings and specifications as they may relate to the Supply Work. The Supplier agrees to assume towards the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner insofar as they apply directly or indirectly to the Supplier Work.
2. The Supplier shall, at its sole cost and expense:
 - I. supply all as-built drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates and any other documents, as required by the Supply Documents; and,
 - II. obtain all permits, licenses and certificates required to carry out and conduct the Supply Work.
3. The Supplier agrees to perform and complete the Supply Work in a good and workmanlike manner in accordance with the Supply Documents, good industry practice and all applicable laws. The Supplier further agrees and represents that the Supply Work shall be free of defects, errors and omissions (each a "Defect"), and that all materials and equipment furnished under this Supply Agreement shall be new and of good quality.

2.00 Delivery

1. The Supplier acknowledges and agrees that timely performance and deliveries are essential to this Supply Agreement.
2. The Supplier agrees to perform and complete the Supply Work within the time shown (the "Supply Agreement Time"), and in accordance with, the Contractor's schedule for the Project (the "Schedule"), which Schedule may be modified from time to time.
3. The Supplier agrees that time is of the essence with respect to this Supply Agreement. The Supplier shall perform the Supply Work so as to enable the Contractor to comply with the Prime Contract, including performing such actions and delivering, submitting or providing all documents, notices or elements of the Supply Work in a timely manner to allow review, verification and approval by the Contractor prior to the expiry of any applicable deadline, notice period or time limit set out in the Prime Contract. If the Supplier fails to abide by this Section 2.03, the Supplier shall be liable for all direct losses suffered by the Contractor as a result of such failure and, if by reason of such failure the Contractor becomes liable for damages, then the Supplier shall fully indemnify the Contractor for any and all such damages.
4. ~~NOT APPLICABLE. The Supplier shall notify the Contractor five (5) days prior to the delivery of Products and the performance of the Supply Agreement, failure of which may result in the rejection of the delivery and rescheduling of the performance of the Supplier.~~



3.00 Payments

1. The Supply Agreement Price is not subject to change except as expressly provided in this Supply Agreement. The Supplier acknowledges and agrees that it has included all necessary costs, including overtime costs, in its Supply Agreement Price in order to comply with the Schedule and otherwise perform the Supply Work.
2. The Contractor shall pay to the Supplier monthly progress payments net of any applicable Holdback and such payments shall become due and payable no later than five (5) business days after the Contractor receives payment pursuant to the terms and conditions of the Prime Contract from the Owner in respect of such Supply Work and as the amounts of such payments are certified by the Owner or Consultant, but in no event shall payment be made later than 60 days after receipt of invoice.

3. As a pre-condition to the Contractor submitting any payment application to the Owner in respect of the Supply Work, and to any payment being made by the Contractor to the Supplier, the Supplier's payment applications shall:

1. NOT APPLICABLE. ~~provide a bill of lading and shipping memoranda with an invoice;~~
2. provide delivery tickets that meet the following criteria:
 - I. each delivery ticket shall include details showing material supplied, date and time of delivery, name of the driver, and the identification title of the delivery vehicle such as a unit number;
 - II. each delivery ticket shall have signatures from Supplier's supervisor, and Contractor's Project staff. Additionally, delivery tickets that are not signed by the Contractor's staff will be considered by the Contractor, not to have been received and not applicable to payment; and,
 - III. each delivery ticket accompanying payment applications shall exactly match the invoice.
3. include a statutory declaration in the form of CCDC 9B-2001; and,
4. include all other documents as required by this Supplier with respect to payment requests.

4. NOT APPLICABLE. ~~The Contractor shall release the Holdback to the Supplier within ten (10) business days of receipt of same from the Owner, provided however that:~~

- ~~1. the Supplier has completed, corrected and rectified all Defects;~~
- ~~2. the Supplier has submitted to the Contractor a holdback request, together with all necessary documentation in relation to the Supply Work;~~
- ~~3. the Contractor is satisfied that no further claims for lien can be claimed in respect of the Supply Work;~~
- ~~4. all other requirements of the lien legislation applicable to the Project relating to the release of holdbacks have been satisfied; and~~
- ~~5. any and all liens have expired or have been satisfied, vacated, discharged or withdrawn in accordance with the lien legislation applicable to the Project.~~

5. No certificate given or payment made under this Supply Agreement shall be evidence of the performance of this Supply Agreement, either wholly or in part, and notwithstanding receipt of any certificate, no payment shall be construed to be an acceptance of defective

work or improper materials.

6. The Supplier shall pay all taxes, custom duties and other fees in relation to this Supply Agreement. Where any exemption or recovery of such taxes or duties under this Supply Agreement is available, the Supplier shall provide the Contractor with all reasonable assistance required to facilitate such exemption or recovery and the monies recovered shall accrue to the benefit of the Contractor.
7. The Supplier acknowledges that the Supply Agreement Price is exclusive of HST or GST as applicable.
8. The Contractor may withhold from payments otherwise due to the Supplier any amounts in respect of Defects in the Supply Work.

4.00 Insurance

1. ~~The Supplier shall at its sole cost and expense, procure and maintain in force for the duration of the Project, insurance, including comprehensive general liability insurance as detailed in Schedule 'I' attached hereto. in an amount of \$5,000,000 per occurrence with insurers acceptable to the Contractor. All such insurance policies and certificates of good standing shall name as additional insureds the Contractor and the Owner.~~

5.00 Disputes

1. If a dispute arises in relation to this Supply Agreement (a "Dispute") in respect of a matter which involves the Owner, the Dispute shall be determined in accordance with the applicable dispute resolution provisions of the Prime Contract. In other instances if a dispute arises between the Contractor and Supplier, which does not properly involve the Owner the parties shall make reasonable efforts to negotiate a resolution of such dispute, and failing resolution, the parties may refer the dispute to the Courts in the jurisdiction where the Supply Work is performed or to any other form of dispute resolution, including arbitration, which the Contractor and Supplier agree to use.

6.00 Changes to the Supply Work

1. The Supplier acknowledges the respective rights of the Owner and the Contractor to order changes and variations to the Supply Work (a "Change"). The Supplier shall not perform a Change without prior written approval of the Contractor.
2. For any Change which involves the Owner, the Change shall be governed by the applicable change or variation provisions of the Prime Contract. The Supplier shall not be entitled to any increase in the Supply Agreement Price or extension of the Supply Agreement Time except to the extent that the Owner has agreed in writing to additional compensation or extension of time with respect to the Supply Work.
3. For any Change which does not involve the Owner or the approval of the Owner, the Supplier acknowledges that it will be governed by the same provisions regarding changes in the Supply Agreement as apply to the Contractor under the Prime Contract.
4. For all Changes, the Supplier shall provide an estimate with sufficient detail in a timely fashion to the Contractor, including a complete breakdown of labour, materials and equipment required to perform the Change to allow review and verification by the Contractor, and by the Consultant and Owner where their approvals are required.



7.00 Warranty and Testing

1. The Supplier represents, warrants and covenants that the Supply Work shall: conform to the requirements of the Supply Agreement, the Prime Contract, good industry practice and applicable laws of the industry in the jurisdiction of the Supply Work; be free of defects, errors and omissions ("Defect"); and all Supply Work including materials and equipment furnished under this Supply Agreement shall be new and of good quality and in accordance with the Supply Agreement requirements.
2. The Supplier shall remove, correct, rectify, replace, repair or otherwise make good, at its sole cost and expense:
 1. all Defects discovered (a) during the warranty period set out in the Prime Contract; or (b) during the one (1) year period commencing on the date of the final certificate for payment under this Supply Agreement; whichever period expires last; and,
 2. all Defects that could not reasonably have been ascertained by a competent person in accordance with good industry practice during a visual inspection of the Supply Work at the time the Supply Work was completed (a "Latent Defect"), provided that the Latent Defect is discovered within the time frame applicable to such Latent Defect pursuant to any limitations legislation applicable to the Project,
 3. all Defects resulting from material testing by qualified technicians, and as such that the material testing shows a Defect explicitly in nonconformance with the Project specifications as included under the Prime Contract and Schedule 'A'.

including making good any other work or property damaged or destroyed by such rectification (collectively the "Rectification Work")

5. The Supplier further acknowledges that rejected Supply Work including materials and equipment, shall be returned at the Supplier's expense, no partial shipments will be accepted unless agreed upon by the Contractor and the Contractor reserves the right to return to the Supplier at the invoice price all items which are regularly carried in the Supplier's stock and are not used by the Contractor.
6. During the warranty period provided by the Prime Contract (the "Warranty Period"), the Supplier shall at its expense correct all Defects
7. In addition to the obligation to correct Defects during the Warranty Period, the Supplier shall at its expense correct Defects that could not reasonably have been ascertained by a competent person in accordance with good industry practice during a visual inspection of the Supply Work ("Latent Defects"), provided the Contractor gives written notice of the Latent Defect within the time frame applicable to such Latent Defect pursuant to the applicable limitations legislation in the jurisdiction of the Project.

8.00 Supplier Default and Termination

1. The Supplier shall be in default of this Supply Agreement ("Supplier Default") if:
 1. the Supplier becomes insolvent or bankrupt; if it makes an assignment for the general benefit of its creditors; if it has been unable or has admitted to its inability to pay its debts as they become due; if it has a trustee, liquidator, receiver or an interim receiver appointed to its assets or any part thereof; or if it commits an act of bankruptcy;



2. the Supplier fails to perform the Supply Work in accordance with this Supply Agreement, including Section 1.00 GENERAL CONDITIONS;
 3. the Supplier makes any representation or warranty herein that is in any way false or misleading when made, that has or will have at any time a material adverse effect on the performance of the Supply Work or the Contractor's work under the Prime Contract; or
 4. any act or omission of the Supplier that has or may at any time contribute to a breach or default by the Contractor under the Prime Contract;
3. If a Supplier Default occurs, the Supplier will have three (3) calendar days to correct the Supplier Default or commence correction of the Supplier Default in accordance with a schedule agreed to by the Contractor. In the event that the Supplier fails to correct the Supplier Default in the specified time or in accordance with the agreed upon schedule, the Contractor may take any corrective action it deems appropriate in its sole discretion, including correcting the Supplier Default, deducting reasonable compensation from the Supply Agreement Price under this Supply Agreement and/or terminating this Supply Agreement.
 4. If the Prime Contract shall be terminated in whole or in part for any reason whatsoever, the Contractor may, by written notice to the Supplier, terminate this Supply Agreement to the extent that performance is not required due to the entire or partial termination of the Prime Contract.
 5. Upon termination of this Supply Agreement, the Contractor shall only be liable to pay for that portion of the Supply Work actually performed by the Supplier as at the date of termination
 6. Upon receipt of notice of termination, the Supplier shall transfer to the Contractor such part of the Supply Work as has been procured and deliver all documents, manuals, warranties and other project documentation available as of the termination date relating to the design, construction, performance and completion of the Supply Work.

9.00 Liability and Indemnification

1. The Supplier shall indemnify and hold harmless the Owner, the Contractor and the Consultant, their agents and employees (the "Indemnified Persons") from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings (collectively called "Claims"), which may be suffered, sustained, incurred or brought against them as a result of any one or more of the following:
 1. any failure to perform the Supply Work in accordance with the Schedule;
 2. any physical loss or damage to all or any assets, equipment, property, or part of the site, the Supply Work or the Project;
 3. any breach of a representation or warranty by the Supplier;
 4. any contamination on, in or under, or migrating to or from the site, to the extent that such contamination is caused or contributed to by the Supplier or any Sub-Suppliers;
 5. any claim that the Supply Work infringes a third-party intellectual property right;



6. the death or injury of any person; or
7. any other loss or damage of any third party

In each case arising directly or indirectly out of, or in consequence of, or relating to the performance or any breach of this Supply Agreement by the Supplier, or any act or omission of the Supplier or its Sub-Suppliers.

4. The Supplier shall indemnify and save harmless the Indemnified Persons from and against any and all direct losses which may have been suffered, sustained, incurred or brought against them as a result of or in relation to any: breach of a representation or warranty by the Supplier; any claim that the Supply Work infringes a third-party intellectual property right, or any contamination on, in or under, or migrating to or from the site, to the extent that such contamination is caused by the Supplier or any Sub-Suppliers.
5. Except where arising from the negligence or willful misconduct of the Contractor, the Contractor shall have no responsibility for the Supply Work, including Supplier's materials and property, and the Contractor shall not be liable for any loss, damage or destruction thereto, including loss, damage or destruction due to vandalism, theft or any act of a third party.

10.00 Safety

1. The Supplier shall comply with any and all health and safety policies, plans and instructions of the Contractor, and keep the site, the Supply Work and the Project in a safe and orderly state in accordance with good industry practice, and comply with all applicable laws relating to health and safety.


11.00 Assignment

1. The Supplier acknowledges and agrees that this Supply Agreement shall be assignable by the Contractor in accordance with the Prime Contract.
2. The Supplier shall not assign or delegate this Supply Agreement or any of the Supplier's obligations hereunder without the prior written consent of the Contractor.
3. This Supply Agreement shall ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

12.00 Setoffs

1. With respect to any and all amounts which may at any time be owing by the Supplier to the Contractor, including any amounts which may at any time be paid or incurred by the Contractor for or on behalf of the Supplier and which are the Supplier's responsibility, the Contractor shall have the right to set-off the sums as paid or incurred by the Contractor, against any monies otherwise payable or indebtedness to the Supplier under this Supply Agreement or under any other agreement between or binding upon the Contractor and the Supplier or any of their respective affiliates or related companies.

13.00 Confidentiality

1. Except as authorized hereunder, the Supplier shall hold in confidence and not disclose and 

not permit any person any manner of access to any confidential or proprietary information which is supplied or made available to it prior to or after the date of this Supply Agreement, except to the extent necessary to enable the Supplier to perform the Supply Work. These obligations shall survive termination of this Supply Agreement for a period not less than three (3) years from the termination of the Prime Contract such longer period specified in the Prime Contract.

14.00 Transfer of Title

1. Title to all goods, site materials, supplies, equipment and other tangible personal or corporeal movable property acquired by the Supplier and incorporated into, installed or permanently affixed to real or immovable property comprising part of the Project or the Supply Work, but not the risk of loss or damage or destruction thereto, will pass to the Owner as (and not before) the time the relevant items are received on the Project. All Supply Work, as and when it is carried out, shall become the property of the Owner. The Supplier shall retain title of all of its property used in connection with the Supply Work and not intended or required under the Supply Agreement to be incorporated in the Project.
2. The Supplier acknowledges, represents, warrants and covenants that all labour, goods, site materials, Products, supplies and equipment used in the Supply Works shall be free and clear of all encumbrances and claims.

15.00 Miscellaneous

1. The law of the jurisdiction in which the Project is located shall govern this Supply Agreement or as otherwise specified in the Prime Contract.
2. The Supplier agrees to comply with all laws, regulations, rules, codes and ordinances, whether federal, provincial, municipal, or otherwise, including rates of wages and hours of labour for its employees, and agrees to comply with all requirements that affect the Project, the Owner, or the Contractor.
3. If any term of this Supply Agreement is invalid or unenforceable under any statute, regulation, ordinance, order or other applicable law or rule of law, that term shall be deemed modified or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order, applicable law or rule, and the remaining provisions of this Supply Agreement shall remain in full force and effect.
4. The failure of either party at any time to require performance by the other party of any provision of this Supply Agreement shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Supply Agreement constitute a waiver of any succeeding breach of the same or any other provision.
5. Descriptive headings of Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Sections and as such shall not affect the construction or interpretation of this Supply Agreement. Words expressed in the singular include the plural and vice-versa and words in one gender include all genders. Where the words "including" or "includes" appear in this Supply Agreement, they mean "including without limitation" or "includes without limitation" respectively. The words "herein", "hereof", "hereby" and "hereunder" and similar



expressions refer to this Supply Agreement as a whole and not to any particular portion of it and references to a Section or subsection refer to the applicable Section or subsection of this Supply Agreement.

6. Each party acknowledges that prior to execution of this Supply Agreement, it has read this Supply Agreement, has had the opportunity to be advised by an independent legal advisor if it so desired, and that it understands and agrees to be bound by this Supply Agreement.
7. This Supply Agreement, including the Supply Documents, constitutes the entire agreement between the Supplier and the Contractor with respect to the matter contained herein and supersedes all prior oral or written representations, conditions and agreements. This agreement may only be modified by a written agreement duly executed by the Supplier and the Contractor.
8. This Supply Agreement may be executed in any number of counterparts. A party may send a copy of its executed counterpart to each other party in PDF format instead of delivering a signed original of that counterpart. Each executed counterpart (including each copy sent in PDF format) will be deemed to be an original; all executed counterparts taken together will constitute one agreement.

Schedule 'A' - Scope of Work and Trade Specific Documents;

Schedule 'B' - Supplementary Conditions

Schedule 'D' - QC Requirements

Schedule 'E' - Road Use Agreement

Schedule 'F' - Delivery Schedule

Schedule 'I' - Insurance Requirements



IN WITNESS WHEREOF the parties hereto have executed this Supply Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of

Contractor - EllisDon Industrial Inc.

Supplier - JMB Crushing Systems

Signature of signing officer

Jason Panter
Signature of signing officer

Name and Title

JASON PANTER / PROJECT MANAGER
Name and Title

Signature of witness

Chad Miller
Signature of witness

Name and Title

Chad Miller / operation manager
Name and Title

DATE -

DATE - July 11/12

SCHEDULE 'A'
Scope of Work and Trade
Specific Documents

The Scope of work shall compromise the following:

- 1) Supply aggregates based on specifications, attached hereunder this Agreement, providing quality results;
- 2) Supply and delivery of aggregates, as per:
 - a. Contractor's Schedule, attached hereto in Schedule 'F'
 - b. Sturgeon County allowable haul times as per Road Use Agreement attached hereto Schedule 'F'
- 3) Quantities shown herein shall not be exceeded without further Contractor approval.
- 4) Weather permitting, Supplier will supply and deliver in the range of 5,000 to 6,000 metric tonnes of product per day, as required. For further clarification this is a sum total of all types of Product to be within that range, not individually counted.
- 5) If inclement weather delays deliveries for any period of time resulting in Project delays, Contractor may reasonably request an increase in deliveries to go up to as much as 8,000 metric tonnes per 24 day.

Material	Rates (Metric Tonnes)	"Not to Exceed" Quantity (Metric Tonnes)
Gravel - Designation 4 Class 20	\$24.23/tonne	***170,355MT
Gravel - Designation 2 Class 20	\$24.45/tonne	***170,355MT
Gravel - Designation 4 Class 40 & Designation 6 Class 80	\$24.20/tonne	216,530MT
Bedding Sand	\$17.37/tonne	27,110MT
Pea Gravel	\$33.50/tonne	1,255MT
20mm Drain Rock	\$35.40/tonne	100MT
20mm Insulating Rock	\$44.00/tonne	Unknown
Class M1 Rip Rap	\$67.00/tonne	1,720MT
Clay Fill	\$25.00/tonne	11,000MT
Common Fill	\$19.95/tonne	11,000MT

Unit Rates include,

- I. Site specific safety requirements;
- II. Travel time, including on-site travel time;
- III. Identification placards for Supplier's delivery trucks; and,
- IV. On-site conveyance and Delivery time.

SCHEDULE 'B'
Supplementary Conditions

The Supplementary Conditions take precedence over Terms and Conditions in this Supply Agreement and any submittals, versions, or revisions of Supplier quotations.

- 1) Delivery of materials to the Project site shall be in accordance with laws enforced by local government authorities,

Sturgeon County Haul time allowance:

- I. Monday to Friday
6:00 to 20:00
 - II. Saturday, Sunday and Holidays
8:00 to 16:00
- 2) Supplier shall act in accordance with Sturgeon County Road Restrictions of **"NO LEFT Turns"** across Highway 643 to and from Range Road 221 and Range Road 222.
 - 3) As per General Condition 1.2, Supplier shall provide documentation displaying data from sieve and proctor testing for approval before Supply Work begins. These requirements are more particularly described in Schedule 'D' attached hereto.
 - 4) Daily Tickets need to be checked/verified by Contractor staff and carbon copies provided daily. Invoices will be reconciled with signed daily tickets ONLY. Purchase Order, Date and time to be included.
 - 5) Contractor shall be able to spot check trucks for weights at any given time at no additional cost.
 - 6) If Supplier is unable to meet the terms, conditions and schedules of the Supply Agreement, Contractor has right obtain additional supply, without change in unit pricing.
 - 7) Alberta Sand and Gravel Association numbers will be provided each day to Contractor.
 - 8) Interim processing payment will not be part of Contractor's payment terms.
 - 9) Contractor will supply use of washroom facilities for Supplier personnel.

Safety

- 1) Supplier will be required to provide evidence of pre-access drug and alcohol testing for all personnel providing aggregate deliveries to the Project site.
- 2) Project Specific Orientation of up to 2 hours is included in pricing
- 3) For purposes of Project safety, and good practice, Supplier shall label all delivery trucks by installing placards displaying identification numbers and symbols.
- 4) Supplier to provide Safety Plan required prior to hauling, to include,
 - I. Supplier's delivery supervisor to be provided for to manage the haul in a safe and responsible manner;
 - II. Spill Kits & Fire Extinguishers provided for all trucks;
 - III. Supplier process for employees to exit trucks; and
 - IV. Supplier process for employees to clean trucks



Schedule 'D'
Quality Requirements

- 1) Supplier will provide quality control testing for each product, including,
 - I. Initial sieve & proctor testing results and documentation prior to the onset of the Supply Work; and,
 - II. Interim sieve & proctor testing results and documentation at the request of the Contractor.
 - III. Such documents as described in this Schedule and provided by the Supplier shall be attached hereto.
- 2) Supplier will provide weigh scale calibration certification prior to the onset of the Supply Work.
- 3) Supplier will allow access to aggregate facilities for Contractor to obtain samples for testing.
- 4) Contractor shall furnish third party testing for all products from time to time.
- 5) Contractor, at the request of the Owner or Engineer, shall furnish third party testing for all products from time to time.



Schedule 'F'
Supply Schedule

Material Type	Expected Delivery Date	Note	Daily Quantity Demand
Subbase	24-Jun-19	Trailer Area	1200 MT
Base	25-Jun-19	Trailer Area	1200 MT
Subbase	9-Sep-19	Road and Laydown	2500 - 6000 MT (complementary with base)
Base	12-Sep-19	Road and Laydown	2500 - 6000 MT (complementary with sub-base)
Washed Rock	30-Aug-19	Storm Pond	TBD (<50MT)
Sand	29-Aug-19	Piping Installation	320 MT (peak up to 900 MT/day in early September)
Pea Gravel	30-Aug-19	Storm Pond	100 MT/day
Rip Rap	12-Jul-19	Culvert Installation	50 MT/day, (peak up to 400 MT/day in mid September)

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF JEFF BUCK
SWORN BEFORE ME
THIS 28th DAY OF MAY, 2020.

A Commissioner of Oaths and Notary Public
in and for the Province of Alberta



Payments by EllisDon to Subcontractors in respect of registered liens

Subcontractor	Amount Paid
1223209 Alberta Ltd. (TJ Sagoo Transport)	\$857,165.05
1360706 AB Ltd. o/a BSB Transport	\$220,720.00
G & K Transport Ltd.	\$51,954.15
G & S Gill Trucking Ltd.	\$326,120.54
J S Trucking Ltd.	\$474,595.78
Manvir Transport Ltd.	\$51,621.34
Rai Carrier Transport Ltd.	\$159,326.62
Shamrock Valley Enterprises Ltd.	\$223,371.86
TOTAL	\$2,364,875.34



TAB 7

Clerk's Stamp

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

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, RSC 1985, c C-36, as amended
AND IN THE MATTER OF THE COMPROMISE OR
ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and
2161889 ALBERTA LTD.
AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF JMB
CRUSHING SYSTEMS INC. and MANTLE MATERIALS GROUP,
LTD.

APPLICANTS JMB CRUSHING SYSTEMS INC., 2161889 ALBERTA LTD., and
MANTLE MATERIALS GROUP, LTD.

DOCUMENT **AFFIDAVIT OF BYRON LEVKULICH**

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

AFFIDAVIT OF BYRON LEVKULICH
sworn September 30, 2020

I, **BYRON LEVKULICH**, of the City of Denver, in the State of Colorado, **MAKE OATH AND SAY THAT:**

1. I am a Director of the Applicants JMB Crushing Systems Inc. ("**JMB**"). I was a director of 2161889 Alberta Ltd. ("**216**", and with JMB, the "**JMB Applicants**"). I am also a Director of Mantle Materials Group, Ltd. ("**Mantle**", and with the JMB Applicants, the "**Plan Applicants**"), formerly 1257568 B.C. Ltd., a corporation incorporated in the

Province of British Columbia under the *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BC BCA**”). As such, I have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.

2. In preparing this Affidavit, I have consulted with legal, financial and other advisors of the Plan Applicants and members of the Plan Applicants’ management teams. I have also reviewed the business records of the Plan Applicants relevant to these proceedings and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
3. I am authorized to swear this Affidavit as corporate representative of the Plan Applicants.
4. All capitalized terms not otherwise defined in this Affidavit are as defined in the plan of arrangement of the Plan Applicants dated September 28, 2020 made pursuant to the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) and the BC BCA (the “**Plan**”) and in the asset purchase agreement dated as of September 28, 2020 (the “**APA**”) between JMB and 216 as vendors and Mantle as purchaser.

Relief Requested

5. There are two Applications before this Honourable Court seeking the following Orders:
 - (a) An Order sought by FTI Consulting Canada Inc. in its capacity as Monitor of the JMB Applicants (the “**Monitor**”) approving the APA in respect of the Acquired Assets and vesting all of JMB’s and 216’s right, title and interest in the Acquired Assets in Mantle free and clear of all Encumbrances other than the Permitted Encumbrances (the “**SAVO**”);
 - (b) An Order sought by the Monitor (the “**Reverse Vesting Order**”):
 - (i) transferring the Excluded Liabilities, Excluded Assets and Excluded Contracts (all as defined in the APA) to 216 and vesting the Excluded Liabilities, Excluded Assets and Excluded Contracts in 216 on or before

Closing, such that the Excluded Liabilities shall become liabilities of 216 and not liabilities of JMB; and

- (ii) authorizing and directing certain secured parties (“**PMSI Creditors**”) with prior ranking purchase money security interests or leases (collectively, “**PMSIs**”) to take possession or control of their collateral or leased property and requiring that they dispose of such collateral or leased property in accordance with applicable law and account for the proceeds of sale thereof;
- (c) An Order sought by the JMB Applicants pursuant to section 11.3 of the CCAA assigning to Mantle any Restricted Agreements where the Counterparty has not consented to the assignment (the “**Assignment Order**”);
- (d) An Order sought by the Plan Applicants sanctioning and approving the Plan, attached hereto as **Exhibit “A”**, as may be further amended, varied or supplemented from time to time in accordance with the terms thereof, and granting other relief related to the Plan (the “**Sanction Order**”);
- (e) An Order sought by the JMB Applicants extending the stay of proceedings to October 30, 2020 or such later date as this Honourable Court may order (the “**Stay Extension Order**”); and
- (f) Such further and other relief as counsel may request and this Honourable Court may deem just

(collectively, the “**Orders**”).

Background

6. The background to these proceedings is set out in the Affidavits sworn by Jeff Buck on April 16 and April 30, 2020, and my prior Affidavits sworn July 24, August 21, September 9, and September 23, 2020 in these proceedings.
7. JMB’s business was the extraction, processing, transportation and sale of gravel, sand and other aggregates in the Province of Alberta. JMB either directly or through its subsidiary

216 has rights of access to over 50 aggregate pits in Alberta through surface material leases with the Province of Alberta and royalty agreements with private individuals or companies, and has freehold title to one aggregate pit.

8. JMB is incorporated under the BC BCA and has classes of shares that are outstanding (the Class A Common Shares and Class B Common Shares), and a class of shares that has not been issued (the Class C Common Shares). Approximately 51,513 Class A Common Shares are outstanding and owned held by Canadian Aggregate Resources Corporation (“**CARC**”), a corporation incorporated under the laws of the State of Delaware. Approximately 2,926 Class B Common Shares are outstanding and are owned by J Buck and Sons Inc. (“**JBAS**”). Because each of these shares have one vote, voting control of JMB is overwhelmingly held by CARC.
9. CARC is a wholly owned subsidiary of Resource Land Fund V LP, (“**Resource Land Fund**”) a US private equity fund based in Denver, Colorado. CARC acquired JMB in November of 2018.
10. JMB owns all of the shares in 216, a corporation incorporated under the laws of Alberta, and in Eastside Rock Products Inc. (“**Eastside**”), a corporation incorporated under the laws of the State of Washington.
11. The primary secured creditors of JMB and 216 are ATB Financial (“**ATB**”) and Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc. (“**Fund VI**”) and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., acting in its capacity as collateral agent for and on behalf of and for the benefit of Fund VI (collectively, “**Fiera**”).
12. ATB has prior ranking security with respect to the inventory and accounts receivable of JMB and 216, and a parcel of real property owned by JMB. With certain exceptions, Fiera has prior ranking security over all other assets. The exceptions are the PMSI Creditors under their PMSIs, to the extent that their security interests or leases in certain equipment and vehicles rank in priority to the security in favour of ATB and Fiera.

13. Because of a severe downturn in JMB's business and prospects as a result of the sustained economic difficulties that Alberta has faced since 2015, JMB and 216 commenced proceedings under CCAA and obtained an initial order of the Court pronounced by Justice K.M. Eidsvik on May 1, 2020 (the "**Filing Date**") which, among other things, appointed the Monitor and stayed all proceedings against JMB and 216. The initial order was amended and restated by a further order of Justice K.M. Eidsvik pronounced on May 11, 2020 (the initial order, as amended, being the "**Initial Order**"), under which the initial stay of proceedings was extended to July 31, 2020 (the "**Stay Period**"), a sale and investment solicitation process (the "**SISP**") was approved and Sequeira Partners was appointed as sale advisor (the "**Sale Advisor**") under the SISP.
14. The stay of proceedings has been extended pursuant to orders granted by this Honourable Court and is currently set to expire on October 2, 2020.

The SISP

15. The SISP has been administered by the Sale Advisor under the supervision and control of the Monitor. Because Resource Land Fund anticipated that it would submit a bid in the SISP for certain core assets of JMB and 216, during the course of the SISP, none of the representatives of Resource Land Fund were consulted with respect to its progress or in connection with any bids submitted in the SISP. The Monitor and the Sale Advisor did work with the Chief Restructuring Adviser of JMB and certain operational employees of JMB in order to respond to information and due diligence requests by potential bidders.
16. In order to submit its bid in the SISP, Resource Land Fund incorporated RLF Canada Holdings Limited ("**RLF Holdings**") under the laws of the State of Colorado and Mantle under the BC BCA. RLF Holdings is the sole shareholder of Mantle.
17. On July 20, 2020, Mantle submitted a Phase 2 Bid (as defined in the SISP) to the Sale Advisor and Monitor, pursuant to which Mantle proposed to purchase certain core assets of JMB and 216 and to assume certain liabilities of JMB. The Monitor negotiated the terms of the bid with Mantle but was unable to form a consensus with ATB and Fiera in respect of the bid without an agreement as to allocation of the costs of the CCAA proceedings. It

was not until the end of August 2020 that the negotiations over the terms and provisions of an asset purchase agreement commenced, and the final form of the APA was only settled on September 28, 2020.

18. Under the APA, Mantle agreed to acquire the following assets (the “**Acquired Assets**”, and the purchase and sale transaction, the “**Sale Transaction**”):
 - (a) 16 aggregate pits and the associated surface material leases, royalty agreements and permits, the equipment and other operating assets against which Fiera has first ranking security, certain customer contracts, office equipment and JMB’s leased operations yard in the Town of Bonnyville, shares in Atlas Aggregates, and the business of JMB associated with these assets; and
 - (b) inventory located on the acquired pits and in JMB’s leased yard in the Town of Bonnyville, reserves of aggregate located in and under the lands subject to the surface material leases and royalty agreements, and in and under a parcel of real property owned by JMB under which there are reserves of aggregate.
19. Mantle is also offering employment to a number of former employees of JMB in the short term, with the intention of increasing that number once it is fully operating in the Spring of 2021.
20. As far as I am aware, Mantle was the only bidder in the SISP either for the going concern or for a substantial portion of the core assets of JMB and 216. This reflects a deep pessimism by industry participants and capital providers with respect to Alberta’s economic prospects in the medium term, in part as a result of the sustained down turn in the oil and gas industry and amongst the businesses that served that industry, and in the balance of the economy as a result of the measures taken to limit the spread of COVID 19.
21. The current economic climate only permits Resource Land Fund to provide a limited amount of capital to fund Mantle’s acquisition and post-closing working capital requirements. Resource Land Fund will fund RLF Holdings to advance the cash portion of the purchase price to Mantle. Fiera and ATB have financed the remainder of the purchase price by permitting Mantle to assume a portion of the indebtedness owed to Fiera

and a portion of the indebtedness owed to ATB. A portion of Resource Land Fund's advances to RLF Holdings and Mantle must fund Mantle's working capital requirements since the business will, with the onset of winter, enter a slow season, and in the current economic climate it is not realistic to expect that institutional lenders will provide fresh capital.

22. A critical component of the Sale Transaction is preserving the paid up capital (the "PUC") associated with CARC's Class A Common Shares in JMB. Normally, when corporation sells its assets, the PUC associated with the shares issued by the corporation cannot be conveyed to the purchaser. The PUC associated with the Class A Common Shares is approximately \$40 million, and if it could be utilized by Mantle, would permit capital gains to be distributed to RLF Holdings as non-taxable returns on capital. In order to accomplish this, it is necessary for Mantle to utilize the JMB corporate entity, and to accomplish that, all of the assets and liabilities of JMB that are not being purchased and assumed by Mantle under the APA must be removed from JMB so that JMB is a clean entity which Mantle can eventually amalgamate with.
23. While the PUC could be utilized through a plan of compromise and arrangement under the CCAA proposed to all of JMB's secured and unsecured creditors, in these circumstances this is impractical. While ATB is likely to be repaid in part through JMB's collections during the CCAA of its accounts receivable, only part of the unpaid indebtedness will be assumed by Mantle and therefore a significant amount will remain unpaid. Fiera is to receive no cash proceeds and Mantle is only assuming a portion of JMB's indebtedness to Fiera. In addition, I understand from the Monitor that the other sales pursuant to the SISP will realize only limited amounts for the estate. Because the secured creditors are not being paid in full, there are no funds available for the unsecured creditors. Resource Land Fund, ATB and Fiera are not willing to fund even a nominal amount for distributions to the unsecured creditors of JMB in these circumstances.
24. I am advised by counsel that in some recent CCAA proceedings, where it was not practical to compromise amounts owed to secured and unsecured creditors through a plan of compromise and arrangement, but the viability of a transaction depended on the debtor

company's non-transferable regulatory licences or tax attributes being available to the purchaser, Courts utilized "reverse vesting orders". Under a reverse vesting order, all of the assets and liabilities of the debtor company that are not being purchased by the purchaser are vested in and transferred to another corporation. The "cleansed" debtor company then ceases to be an applicant in the CCAA proceedings, and generally the purchaser acquires its shares. An example of the type of industry where this technique has been employed is the federally regulated cannabis industry, where regulatory licences to grow, process and sell cannabis cannot be transferred in any circumstances.

25. The viability of the Sale Transaction is also dependent on conserving cash so that there is sufficient working capital to allow the acquired business to survive. This means that only an extremely limited amount is available to be paid on account of the purchase price, including to cure arrears owing to counterparties under surface material leases, royalty agreements and other contracts that are included in the Acquired Assets where the Plan Applicants need to avail themselves of section 11.3 of the CCAA in order to affect an assignment of such contracts.
26. In order to accomplish the foregoing, the transaction is conditional upon the following being obtained:
 - (a) the SAVO, under which the Acquired Assets are vested in Mantle free and clear of any charges, security, liens, encumbrances, claims or liabilities other than certain permitted encumbrances and certain liabilities assumed as part of the transaction;
 - (b) the Assignment Order, under which certain restricted contracts which cannot be assigned without the consent of the counterparty are assigned pursuant to section 11.3 of the CCAA on the condition that cure costs equivalent to the monetary arrears are paid;
 - (c) the Reverse Vesting Order, under which
 - (i) all of JMB's assets other than the Acquired Assets are vested in 216, but subject to any remaining charges, security, liens, encumbrances, claims or liabilities;

- (ii) all of JMB's liabilities are vested in, transferred to and deemed to be assumed by 216, including the remaining un-assumed indebtedness owing to ATB and Fiera;
 - (iii) JMB ceases to be liable to any of its creditors other than ATB and Fiera;
 - (iv) PMSI Creditors are directed, within a reasonable period of time and upon confirmation by the Monitor of the validity and priority of their PMSIs, to take possession of their collateral and, to the extent they required under applicable law, to account to the estate of JMB and 216 for any proceeds of disposition in excess of their indebtedness;
- (d) the Sanction Order, under which the Plan is sanctioned which accomplishes the following:
- (i) a portion of the indebtedness owed by JMB to ATB and to Fiera is assumed by Mantle;
 - (ii) JMB remains liable for the remaining un-assumed indebtedness owing to ATB and to Fiera, notwithstanding 216's deemed assumption thereof;
 - (iii) all Class A Common Shares of CARC in JMB are transferred to RLF Holdings, and all Class B Common Shares and any other shares or securities in JMB are redeemed for no consideration and cancelled;
 - (iv) the articles of JMB are amended to terminate the classes of Class B Common Shares, Class C Common Shares as well as any other class of securities of JMB; and
 - (v) JMB exits from the CCAA.
27. As a result of the transactions described above, Mantle is able to acquire the core assets of JMB, there is a prospect of ATB and Fiera being repaid a much greater proportion of the indebtedness owing to them than in a receivership or bankruptcy, Mantle or RLF Holdings are able to make use of the PUC associated with JMB's Class A Common Shares, some

former JMB employees are initially retained, with more employees being directly and indirectly retained later, and contractual counterparties, suppliers and customers will benefit from dealing with a financially viable business.

28. At the same time, PMSI Creditors are being directed to take possession of their collateral and to account for the proceeds, and secured and unsecured creditors continue to have all of the claims against 216 which they previously had against JMB, and access to all of the remaining unsold assets that JMB had.
29. Other than a pure liquidation in a bankruptcy or receivership, there appears to be no viable alternative to the Sale Transaction, given that I understand that there were no viable going concern offers for JMB and 216's assets. As such, if the Orders are not granted and the transactions are not completed, it is likely that most of JMB and 216's assets would remain unsold.
30. The Sale Transaction appears to be the best option available for preserving the business and some level of employment for JMB's former employees and some benefit for the counterparties to the agreements of JMB and 216 that are included in the Acquired Assets.
31. As this Honourable Court will have observed from the multiplicity of insolvency proceedings before Alberta courts, the provincial economy is suffering and many industries, including that of the JMB Applicants, have suffered a severe blow. These industries were already under extreme economic pressure prior to COVID-19, and the related public health measures put into place during the pandemic to minimize the public health risks associated with COVID-19 exacerbated an already very difficult economic environment.
32. In the areas where JMB's operations were concentrated, the annual volumes of aggregate sold has reduced by 40% from 13 to 16 million tonnes per annum to a forecasted 8 to 9 million tonnes in 2020. Additionally, prices and therefore profits for aggregates have declined from \$25 to \$26 per tonne per year to \$20 to \$21 per tonne. Competitors have significantly reduced the number of people they employ, and of those who remain, their hours have been reduced. While the Alberta Government has indicated that it would deploy

historic levels of infrastructure spending, that should benefit the aggregate industry, detailed announcements are not expected until January or February. In addition, there is about to be a seasonal shutdown of operations and sales between the onset of winter and either April or May.

33. Typically the rig count in the oil and gas industry has been predictive of construction activity in JMB's market area, and that is down from 170 active drilling rigs in Alberta in January of 2020 to 33 active drilling rigs in August of 2020. There is concern among industry participants that the small, family run aggregate companies will not survive this downturn, and that rural Alberta will be particularly hit hard by this. The economic pressure faced by the aggregate industry is further demonstrated by the lack of viable offers received during the SISP. All of the JMB Applicants' assets, undertaking and property were marketed, but to date only a handful of sale agreements for small packages of equipment have been entered into and brought to this Honourable Court for approval.
34. Mantle recognizes the risks in proceeding with the Sale Transaction, and particularly the lack of certainty as to economic recovery in the short term. In addition, JMB's pipeline of contracts to supply aggregate that can be assumed by Mantle is extremely limited and therefore, Mantle will be re-launching JMB's business almost from a full stop.
35. The Sale Transaction is complex but maximizes the benefit available to its stakeholders in these difficult economic circumstances. But in order for them to receive that benefit, any available capital must be conserved in order to permit the business to survive its current shut down. Unless Mantle is able to win new contracts and business, and thus earn new revenues, it will not be able to bridge this gap.

Sale Transaction

36. A redacted copy of the APA is attached hereto as **Exhibit "B"**. Capitalized terms used in this section that are not otherwise defined have the meanings given to them in the APA.
37. An unredacted copy of the APA will be provided to the Court by the Monitor. The unredacted APA contains certain sensitive commercial information that, if disclosed, could

adversely impact the interests of the Plan Applicants and their stakeholders. Accordingly, the Monitor will be seeking to have the unredacted APA sealed.

38. Under the Sale Transaction, Mantle will purchase the business of JMB and the core assets of JMB and 216 as a going concern, although one that during the CCAA proceedings has been wound down and put in stasis.
39. The Sale Transaction contemplates the following main elements:
 - (a) The Acquired Assets consist of:
 - (i) the Lands in or around the 16 Aggregate Pits included in the Acquired Assets;
 - (ii) the Acquired Aggregate (being the extracted Aggregate stored on those Lands), inventory, aggregate reserves associated with 16 pits, together with the associated surface material leases, royalty agreements and regulatory approvals;
 - (iii) an unpermitted parcel of real property owned by JMB which contains aggregate reserves;
 - (iv) certain customer contracts;
 - (v) the office equipment and the lands and premises at JMB's leased Bonnyville yard;
 - (vi) a minority interest in Atlas Aggregates, which has access to aggregate pits and reserves; and
 - (vii) the business, books and records associated with these assets;
 - (b) all other assets of JMB and 216 are Excluded Assets, and to the extent not sold pursuant to the SISP or surrendered to PMSI Creditors, will be Remaining JMB Assets which will be vested in 216 pursuant to the Reverse Vesting Order;

- (c) the Purchase Price will be payable in part by cash, in part by the assumption of a portion of what JMB owed to ATB and Fiera, the payment of certain cure costs, and the assumption of certain liabilities arising on or after the Closing Date in respect of Transferred Employees and Acquired Assets;
- (d) Mantle is also assuming liabilities arising under Assigned Contracts and Aggregate Pit Agreements arising after the Closing Date. To the extent that an Assigned Contract is a Restricted Agreement, which is a Contract whose assignment must be consented to by the Counterparty and such consent has not been obtained, under the Assignment Order, the Applicants will apply for an Order compelling its assignment under section 11.3 of the CCAA, which will require cure costs in the amount of the monetary arrears to be paid to such Counterparties. To the extent that an Assigned Contract or Aggregate Pit Agreement does not contain such a restriction, they are Unrestricted Contracts and can be vested in Mantle pursuant to the SAVO without resort to section 11.3 of the CCAA;
- (e) any than Liabilities of JMB or 216 which are not expressly assumed by Mantle pursuant to section 2.2 of the APA are Excluded Liabilities that are not assumed by Mantle, and under the Reverse Vesting Order will be vested in and transferred to 216;
- (f) the Sale Transaction is conditional upon the following principal conditions:
 - (i) the SAVO, Reverse Vesting Order, Assignment Order and the Sanction Order have been issued;
 - (ii) the payment to the Monitor of the cash portion of the Purchase Price; and
 - (iii) the Assignment Order confirming that the vesting of the Unrestricted Agreements in Mantle pursuant to the SAVO is free and clear of accrued Liabilities arising prior to the Filing Date thereunder; and
- (g) the APA may be terminated by either party if the Sale Transaction does not close on October 2, 2020.

Assignment of Restricted Agreements

40. The JMB Applicants are seeking an Order pursuant to section 11.3 of the CCAA assigning to Mantle any Restricted Agreements where the Counterparty has not consented to the assignment, provided that any applicable Cure Costs are paid. I understand from counsel that section 11.3 of the CCAA permits companies in CCAA proceedings to seek an Order of the Court assigning contracts to a purchaser even where the assignment requires the consent of the counterparty, and the counterparty refuses to provide that consent. However, as a condition to obtaining the Court's Order assigning the contracts, counsel advises me that cure costs equal to the monetary arrears under the contract must be paid to the counterparty, and such costs cannot be vested out in respect of such Restricted Agreements pursuant to the SAVO.
41. The APA requires Mantle to use commercially reasonable efforts to obtain all consents and approvals required in respect of the Restricted Agreements. However, where the Counterparty is unwilling to provide consent to the assignment of a Restricted Agreement or is unwilling to provide such consent on terms acceptable to Mantle, acting reasonably, and consent is required in order to assign the Restricted Agreement, the JMB Applicants are required to apply to the Court for the assignment of the rights and benefits of JMB or 216, as the case may be, in accordance with section 11.3 of the CCAA, provided that Mantle pays the Cure Costs associated with the Restricted Agreement.
42. Mantle has made and continues to make efforts to obtain those consents and approvals, but given the expedited timeframe and the Closing Date, it will not be possible for consents relating to the Restricted Agreements to be obtained in the time available. In addition, neither the JMB Applicants nor Mantle control whether a Counterparty would deliver consent. Accordingly, the JMB Applicants are seeking the assistance of this Honourable Court pursuant to section 11.3 of the CCAA in order to complete the Sale Transaction for the benefit of the JMB Applicants and their stakeholders.
43. An estimate of Cure Costs that are payable under Restricted Agreements are included in the confidential appendix to the Seventh Report, as those amounts have not been verified and remain commercially sensitive.

44. None of the Restricted Agreements are: (a) agreements that have been entered into subsequent to the commencement of these CCAA proceedings; (b) eligible financial contracts; or (c) collective agreements.
45. To the extent that there are additional Restricted Agreements not listed on **Exhibit “C”** hereto that a JMB Applicant is party to and in respect of which the required consent thereunder has not been obtained (each an “**Additional Restricted Agreement**”), the proposed Assignment Order provides: (a) a mechanism for the provision of notice of the assignment to Mantle of any such Additional Restricted Agreements to the counterparties thereto; (b) a right for such counterparties to object to such assignment; and (c) absent any objection, the assignment to Mantle of any such Additional Restricted Agreements subject to the satisfaction of any applicable Cure Costs.
46. Mantle will be able to perform the obligations under the Assigned Contracts and has set aside sufficient funds for working capital to build the business over the next few months. However, as noted above, the current economic reality of the aggregate industry, along with the uncertainty as to when new business will be generated, means that Mantle is unable to give assurances that it will be able to sustain its business over a lengthy period of time without cash flow generated by new work.

Reverse Vesting Order

47. As discussed above, the Reverse Vesting Order vests in 216 all of the right, title and interest of JMB in the Remaining JMB Assets and Remaining JMB Liabilities and all of the right, title and interest of JMB in the Fiera Eastside Equipment.
48. By vesting and transferring the Remaining JMB Liabilities to 216, JMB will have no further obligations or liabilities under or in respect of the Remaining JMB Liabilities other than the Remaining ATB Debt and Remaining Fiera Debt, which Remaining ATB Debt and Remaining Fiera Debt shall remain in full force and effect in accordance with and subject to the terms and provisions of the Plan. The security granted in favour of Fiera will continue to attach to the Remaining JMB Assets vested in 216, and any property or assets subsequently acquired by JMB. The security granted in favour of ATB will continue to

attach to the Remaining JMB Assets vested in 216, but will not attach to any property or assets subsequently acquired by JMB. The nature of the Remaining JMB Liabilities, including, without limitation, their amount and their secured or unsecured status, will not be affected or altered as a result of their transfer to and vesting in 216.

49. When JMB and Mantle finally amalgamate, which is anticipated to occur at some time in the future, recourse of ATB and Fiera against JMB for the Remaining ATB Debt and Remaining Fiera Debt shall end.
50. The Reverse Vesting Order also authorizes and directs each PMSI Creditor to take possession or control of the collateral subject to its PMSI within a reasonable period of time after the Monitor has confirmed that it is satisfied with the validity and priority of the PMSI, and to dispose it within a reasonable period of time thereafter and account to the Monitor and the Applicants for the proceeds thereof to the extent required under Applicable Law.
51. Where any Person was liable to JMB for any existing or potential Liability that is included in the Remaining JMB Assets (any such Liability being a “**JMB Claim**”), such JMB Claim will not be affected by the transfer and vesting of the Remaining JMB Assets and Remaining JMB Liabilities in 216, and any such JMB Claim shall continue in full force and effect.
52. In order to ensure that creditors of JMB and 216 are not negatively impacted by the Remaining JMB Assets and Remaining JMB Liabilities:
 - (a) 216 will hold the Remaining JMB Assets in trust for and on behalf of any JMB Creditors; and
 - (b) 216 will hold all of its undertaking, property and assets not included in the Acquired Assets or sold or otherwise disposed of in the SISF or in the CCAA Proceedings (the “**Remaining 216 Assets**”) in trust for and on behalf of any Persons in respect of Liabilities owing by 216 to such Persons prior to the Effective Time (the “**Remaining 216 Liabilities**”), which Persons shall have the same rights, priority and entitlement in respect of such Remaining 216 Liabilities and Remaining 216

Assets as they had against 216 and the Remaining 216 Assets prior to the Effective Time.

The intent of this is to ensure that the *pro rata* entitlement of creditors of JMB and 216 as against the Remaining JMB Assets and Remaining 216 Assets respectively are not changed by the Reverse Vesting Order.

53. The Fiera Eastside Equipment is subject to Fiera's prior ranking security. As noted above, Fiera is not being paid in full and has directed JMB to vest its right, title and interest in the Fiera Eastside Equipment in Eastside for convenience. The alternative would be for JMB to transport the Fiera Eastside Equipment back to Canada at great expense to the estate, which expense would not be covered by the value of the Fiera Eastside Equipment.
54. Accordingly, there is no harm to JMB's stakeholders in granting the Reverse Vesting Order as it relates to the Fiera Eastside Equipment.
55. Given the economics of the business of the JMB Applicants and Mantle's desire to maintain and preserve as much of the business as possible, the Plan Applicants, ATB, Fiera and the Monitor determined that the Reverse Vesting Order is the only realistic way of preserving the tax attributes of JMB, including the PUC, which is critical to the business being acquired by Mantle being economically viable.
56. The transfer of the Remaining JMB Assets and Remaining JMB Liabilities out of JMB and into 216 preserves as much of JMB's business as possible for Mantle, the going concern value for the JMB Applicants' primary stakeholders, some employment and economic activity in the depressed rural areas of Alberta. The APA and all steps required by the APA, including the Reverse Vesting Order, were extensively negotiated by Mantle, Fiera, ATB and the Monitor, and the Reverse Vesting Order does not prejudice Fiera or ATB as the major creditors of the JMB Applicants.

Plan

57. A summary of the key aspects of the Plan is set out in paragraph 26(d) of this Affidavit but includes the following additional elements:

- (a) the Original Articles will be altered so that they will be substantially in the form set out on Schedule “A” to the Plan, and will reflect the elimination of the Class B Common Shares, the Class C Common Shares and all other classes of securities issued by JMB other than the Class A Common Shares;
 - (b) any statutory Liabilities that could be subject to a demand under the statutory provisions referred to in section 6(3) of the CCAA that were outstanding on the Filing Date will be paid within six months after Plan Implementation, any of which Liabilities, to the best of my knowledge, have been paid in full, subject to an audit by the Canada Revenue Agency which was suspended at the onset of the COVID measures being imposed, and has never recommenced; and
 - (c) effective upon Plan Implementation, JMB will cease to be an Applicant in the CCAA Proceedings and will be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, apart from the Sanction Order, the Reverse Vesting Order and the SAVO, all of which will continue to apply to JMB in all respects.
58. The Plan is put forward in the expectation that those stakeholders with an economic interest in JMB, when considered as a whole, will derive a greater benefit from the implementation of the Plan and the continuation of the Business as a going concern than would result from a bankruptcy, receivership or liquidation of JMB.
59. As related above, the only effect of the Plan is that it arranges the indebtedness owing by JMB to ATB and Fiera, cancels the Class B Common Shares, and transfers the Class A Common Shares from CARC to RLF Holdings. Under the Reverse Vesting Order, the PMSI Creditors, who are the only other first ranking secured creditors, are being permitted and directed to take possession of and dispose of the collateral subject to their PMSIs, and unsecured creditors of JMB will continue to have whatever claims they currently have against the Remaining JMB Assets, and their proportion of their claims to all other claims will not be altered.

60. Because even Fiera and ATB, the primary first ranking secured creditors of JMB, are not being paid in full, and the other creditors are receiving nothing for claims against JMB that arose prior to the Filing Date, shareholders have no entitlement to distributions within the CCAA proceedings, and indeed would have no entitlement under any bankruptcy, receivership or other liquidation proceedings. As such, they have no economic interest which is being impacted by the Plan, even though their legal interest in the Class B Common Shares is being cancelled. According to my understanding, the market for the assets of JMB and 216 was thoroughly canvassed by the Sale Advisor and the Monitor during the SISP, and Mantle's bid and the Sale Transaction was the best bid received, there is simply no value for the shareholders and they are therefore not in fact prejudiced by the Plan, or for that matter the Sale Transaction, the SAVO, the Reverse Vesting Order or Assignment Order in any real or material way.
61. Based on the forgoing, no unsecured creditor or shareholder of JMB is affected by the Plan, have an economic stake in the Plan, or should be entitled to vote upon the Plan.
62. I am advised by the Monitor and believe that the Monitor has confirmed the validity and quantum of the Affected Claims of the Affected Creditors.
63. The Plan includes a number of conditions precedent, namely:
 - (a) the Affected Creditors have agreed to this Plan;
 - (b) this Honourable Court has granted the Sanction Order, which Order will not have been stayed, reversed or amended, and all applicable appeal periods in respect of the Sanction Order have expired or a final determination has been made by the applicable appellate Court; and
 - (c) the conditions set out in the APA have been fulfilled, satisfied or waived in accordance with the APA.
64. If sanctioned and implemented, the Plan will permit Mantle to continue business of JMB as a going concern, having preserved its business and the many of the jobs of employees and contractors. Given the liabilities of the JMB Applicants to ATB and Fiera, I am advised

by counsel for the JMB Applicants and believe that there is no scenario where unsecured creditors would achieve any recovery.

Extension of Stay Period

65. Since May 11, 2020, the Stay Period has been extended multiple times upon the successful application of the JMB Applicants, most recently to October 2, 2020.
66. Since September 24, 2020, when the Stay Period was most recently extended by this Honourable Court, the JMB Applicants have continued to act diligently and in good faith in these proceedings by:
 - (a) continuing to maintain the JMB Applicants' property and assets;
 - (b) continuing to collect outstanding receivables owed to JMB; and
 - (c) providing information and support to the Monitor in its negotiations with Mantle, Fiera and ATB to finalize the APA.
67. The Sale Transaction is anticipated to close on October 2, 2020.
68. The extension of the Stay Period to October 30, 2020 is necessary in order to maintain continued stability for the JMB Applicants and their business while the Sale Transaction is closed. In addition, the implementation of the Sale Transaction, the JMB Applicants will need to address various post-closing matters and pending applications, including:
 - (a) the application brought by Kalinko Enterprises Ltd. to determine ownership of aggregate excavated from various surface material leases it holds, which has not yet been scheduled;
 - (b) the appeals from lien determinations made by the Monitor in respect of the two Lien Claim Process Orders issued by this Honourable Court on May 20 and 29, 2020, currently scheduled to be heard; and
 - (c) the completion of these CCAA Proceedings.

- 69. Having regard to the circumstances, I believe that the granting of an extension of the Stay Period to October 30, 2020 is necessary and in the best interests of the JMB Applicants and their stakeholders.
- 70. The Monitor is supportive of the extension of the Stay Period sought by the JMB Applicants.
- 71. The JMB Applicants have and continue to act in good faith and with due diligence in respect of all matters relating to the CCAA proceedings, and no creditor will be prejudiced by the proposed extension of the Stay Period.
- 72. I was not physically present before the Commissioner for Oaths, but was connected to her by video technology and followed the process for remote commissioning.

SWORN (OR AFFIRMED) BEFORE ME)
 at Denver, Colorado, this 30th day of)
 September, 2020.)
)
)
)
)
)
 _____)
 Notary Public in and for the State of)
 Colorado)

BYRON LEVKULICH

THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF BYRON LEVKULICH
SWORN BEFORE ME
THIS 30TH DAY OF SEPTEMBER, 2020

Notary Public in and for the State of Colorado

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

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. AND MANTLE MATERIALS GROUP, LTD. UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, RSC 1985, c C-36, as amended, and the *BUSINESS CORPORATIONS ACT*, SBC 2002, c 57, as amended

APPLICANTS JMB CRUSHING SYSTEMS INC. AND MANTLE MATERIALS GROUP, LTD.

DOCUMENT **PLAN OF ARRANGEMENT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Gowling WLG (Canada) LLP

1600, 421 – 7th Avenue SW
Calgary, AB T2P 4K9

Attn: **Tom Cumming/Caireen E. Hanert/Alex Matthews**

Phone: 403.298.1938/403.298.1992/403.298.1018

Fax: 403.263.9193

File No.: A163514

PLAN OF ARRANGEMENT

WHEREAS:

- A. JMB Crushing Systems Inc. (“**JMB**”) is a corporation incorporated under the *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BC BCA**”). All of the Class A Common Shares in JMB are owned by Canadian Aggregate Resources Corporation (“**CARC**”), a corporation incorporated under the laws of the State of Delaware. All of the Class B Common Shares in JMB are owned by J Buck and Sons Inc. (“**JBAS**”). JMB owns all of the shares in 2161889 Alberta Ltd. (“**216**”), a corporation incorporated under the laws of Alberta, and in Eastside Rock Products Inc. (“**Eastside**”), a corporation incorporated under the laws of the State of Washington.
- B. The primary secured creditors of JMB and 216 are ATB Financial (“**ATB**”) and Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc. (“**Fund VI**”) and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., acting in its capacity as collateral agent for and on behalf of and for the benefit of Fund VI (collectively, “**Fiera**”), each of whom have Security Interests over all of the undertaking, property and assets of JMB, 216 and Eastside.
- C. The Security Interests in favour of ATB and Fiera rank in priority to any other Creditors of JMB and 216, other than certain PMSIs in respect of specific PMSI Property.
- D. JMB and 216 commenced proceedings under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”) and obtained an initial order of the Court pronounced by the Honourable Madam Justice Eidsvik on May 1, 2020 (the “**Filing Date**”) which, among other things, appointed the Monitor and stayed all proceedings against JMB and 216, which initial order was amended and restated by a further order of Honourable Madam Justice Eidsvik pronounced on May 11, 2020 (the initial order, as amended, being the “**Initial Order**”) under which the initial stay of proceedings was extended, a sale and investment solicitation process (the “**SISP**”) was approved and Sequeira Partners was appointed as sale advisor (the “**Sale Advisor**”) under the SISP.
- E. Mantle Materials Group, Ltd. (“**Mantle**”), formerly 1257568 B.C. Ltd., is a corporation incorporated under the BC BCA. RLF Canada Holdings Limited (“**RLF Holdings**”), a corporation incorporated under the laws of the State of Colorado, is the sole shareholder of all issued and outstanding shares of Mantle. Both CARC and RLF Holdings are wholly owned subsidiaries of Resource Land Fund V LP, a US private equity fund.
- F. On July 20, 2020, Mantle submitted a Phase 2 Bid (as defined in the SISP) to the Sale Advisor and Monitor pursuant to which Mantle would purchase certain assets of JMB and 216 and would assume certain liabilities of JMB. The Monitor negotiated with Fiera and ATB in order to obtain their support for a transaction with Mantle and in the last week of August, 2020, and with Mantle to revise the Phase 2 Bid.
- G. With the consent of the Monitor and the concurrence of Fiera and ATB, Mantle, JMB and 216 then entered into an asset purchase agreement dated September 27, 2020 (the “**APA**”).
- H. The purchase and sale transaction contemplated by the APA (the “**Purchase and Sale**”

Transaction) is conditional upon JMB and Mantle submitting this joint plan of arrangement under the BC BCA and the CCAA (as amended, modified or supplemented from time to time, the **“Plan”**) pursuant to which: (1) the Class B Common Shares owned by JBAS will be redeemed and cancelled without consideration and the class of Class B Common Shares, the class of Class C Common Shares and any class of other securities issued by JMB will be terminated; (2) the Class A Common Shares owned by CARC will be transferred to RLF Holdings; (3) Mantle shall assume the ATB Assumed Debt, the Fiera Assumed Debt and the Assumed Liabilities in partial payment of the Purchase Price; and (4) effective upon the occurrence of the Non-Recourse Event, ATB shall cease to have recourse against JMB for the Remaining ATB Debt and Fiera shall cease to have recourse against JMB for the Remaining Fiera Debt.

- I. The Monitor has requested that all Secured Creditors other than ATB and Fiera that have first ranking Security Interests in personal property of JMB take possession of and realize upon such personal property and account to JMB, the Monitor and Fiera in respect of the proceeds of sale thereof.
- J. The Monitor has determined that there will be insufficient proceeds arising from the sale of the assets of JMB and 216 pursuant to the APA, other sale transactions under the SISF, and any other anticipated sales, dispositions or collections during the CCAA to repay the Remaining ATB Debt or the Remaining Fiera Debt, and therefore that there will be no proceeds available to pay any of the ordinary unsecured Liabilities owing to unsecured creditors of JMB and 216 that was owing as of the Filing Date.

NOW THEREFORE JMB and Mantle hereby propose and present this Plan under and pursuant to the CCAA and the BC BCA:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following capitalized terms will have the meanings set out below:

- (a) **“11.3 Order”** is defined in the APA.
- (b) **“216”** is defined in Recital A.
- (c) **“Acquired Assets”** means all of the right, title, benefit, estate and interest of JMB and 216 in and to certain assets to be acquired by Mantle under and pursuant to the APA.
- (d) **“Acquired Tranche B Inventory”** is defined in the APA.
- (e) **“Acquisition Closing”** means the completion of the Purchase and Sale Transaction.
- (f) **“Affected Claim”** mean the ATB Indebtedness, the Fiera Indebtedness and any Liabilities owing to any other Affected Creditor secured by a Lien ranking in priority to any other Lien attaching to Acquired Assets.

- (g) **“Affected Creditor”** means any Secured Creditor that has a Lien attaching to some or all of the Acquired Assets that ranks in priority to any other Lien attaching to such Acquired Assets, including to the Security Interests in favour of ATB and Fiera.
- (h) **“Aggregate”** means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.
- (i) **“Aggregate Pit”** means a pit from which Aggregate is extracted and other infrastructure located on lands subject to an Aggregate Pit Agreement.
- (j) **“Aggregate Pit Agreement”** is defined in the Plan.
- (k) **“Amended Articles”** means the amended articles of JMB, reflecting the alterations to the Original Articles as provided for in this Plan, substantially in the form attached as **Schedule “A”**.
- (l) **“Applicable Law”** means, with respect to any Person, property, transaction, event, business or other matter, any federal, state, provincial, local, domestic or foreign constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Permit, order or other requirement of any Governmental Authority whether or not having the force of law relating or applicable to such Person, property, transaction, event, business or other matter.
- (m) **“APA”** is defined in Recital G.
- (n) **“Assumed Liabilities”** means the Liabilities of JMB that Mantle assumes in partial payment of the purchase price for the Acquired Assets pursuant to section 2.2 of the APA.
- (o) **“ATB”** is defined in Recital B.
- (p) **“ATB Agreement”** means an agreement between ATB and Mantle with respect to the ATB Assumed Debt.
- (q) **“ATB Assumed Debt”** means that portion of the ATB Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the ATB Agreement.
- (r) **“ATB Indebtedness”** means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB to ATB.
- (s) **“ATB Security Documents”** means the agreements, indentures and other documents granted by JMB to ATB which create Security Interests in favour of ATB.
- (t) **“BC BCA”** is defined in Recital A.

- (u) **“Business”** means business carried on by JMB specifically utilizing the Acquired Assets including the operation of Aggregate Pits and the extraction and sale of Aggregates therefrom.
- (v) **“Business Day”** means any day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.
- (w) **“CARC”** is defined in Recital A.
- (x) **“CCAA”** is defined in Recital D.
- (y) **“CCAA Proceedings”** means the proceedings initiated by JMB and 216 with the Court pursuant to an originating application under the CCAA.
- (z) **“Class A Common Shares”** means the Class A common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 26 of the Original Articles.
- (aa) **“Class A Shareholder”** means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares.
- (bb) **“Class B Common Shares”** means the Class B common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 27 of the Original Articles.
- (cc) **“Class B Shareholder”** means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares.
- (dd) **“Class C Common Shares”** means the Class C common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 28 of the Original Articles.
- (ee) **“Class C Shareholder”** means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares.
- (ff) **“Court”** means the Alberta Court of Queen’s Bench presiding over the CCAA Proceedings or any appeals court therefrom.
- (gg) **“Creditor”** means any Person to whom JMB owes, is liable for or is required to pay or perform Liabilities.
- (hh) **“Creditors’ Meeting”** means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon this Plan.
- (ii) **“Designated Permit”** means a Permit issued to JMB that is included in the Acquired Assets, but cannot be transferred to Mantle prior to the Plan Implementation, which Permit Mantle elects by written notice to JMB and the Monitor that JMB will continue to have an interest in such Permit notwithstanding the SAVO.
- (jj) **“Eastside”** is defined in Recital A.

- (kk) **“Effective Time”** means the effective time at which Plan Implementation occurs on the Plan Implementation Date or such other time on such date as the Vendors, Mantle and the Monitor agree.
- (ll) **“Existing Shareholders”** means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other Security Holders, and **“Existing Shareholder”** means any one of them.
- (mm) **“Existing Shares”** means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other Securities, if any, and **“Existing Share”** means any one of them.
- (nn) **“Fiera”** is defined in Recital B.
- (oo) **“Fiera Assumed Debt”** means that portion of the Fiera Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the Fiera Exit Loan Agreement.
- (pp) **“Fiera Exit Loan Agreement”** means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt.
- (qq) **“Fiera Indebtedness”** means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB to Fiera.
- (rr) **“Fiera Security Documents”** means the agreements, indentures and other documents granted by JMB to Fiera which create Security Interests in favour of Fiera.
- (ss) **“Filing Date”** is defined in Recital D.
- (tt) **“Fund VI”** is defined in Recital B.
- (uu) **“Governmental Authority”** means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (vv) **“Initial Order”** is defined in Recital D.
- (ww) **“JBAS”** is defined in Recital A.
- (xx) **“JMB”** is defined in Recital A.
- (yy) **“JMB Assets”** means all of the undertaking, property and assets of JMB immediately prior to the Acquisition Closing and Plan Implementation, including the Acquired Assets.

- (zz) “**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law, under any agreement or contract to which a Person is party or otherwise, and “**Liability**” means any one of the Liabilities.
- (aaa) “**Lien**” means any lien, hypothec (including legal hypothecs), Security Interest, encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, contingent rights (including options and rights of first refusal), adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same.
- (bbb) “**Mantle**” is defined in Recital E.
- (ccc) “**Monitor**” means FTI Consulting Canada Inc., in its capacity as Court appointed monitor of JMB and 216 in the CCAA Proceedings.
- (ddd) “**Notice of Alteration**” means the notice of alteration to be filed with the Registrar pursuant to section 259(4) of the BC BCA to give effect to the alterations to the Notice of Articles and Original Articles as contemplated by this Plan, which Notice of Alteration is substantially in the form attached as **Schedule “B”**.
- (eee) “**Notice of Articles**” means the notice of articles issued on December 14, 2018 by the Registrar under the BC BCA.
- (fff) “**Non-Recourse Event**” is defined in Section 4.2.
- (ggg) “**Order**” means any order of a Court in the CCAA Proceedings.
- (hhh) “**Original Articles**” mean the articles of JMB dated November 13, 2018 and executed by CARC.
- (iii) “**Other Security**” means any share or other security in the capital of or issued by JMB other than the Class A Common Shares, the Class B Common Shares or the Class C Common Shares, and “**Other Securities**” means more than one.
- (jjj) “**Other Security Holder**” means any Person with any interest in any Other Securities.
- (kkk) “**Permit**” means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued by Alberta Environment and Parks under Alberta’s Code of Practice for Pits.
- (III) “**Person**” will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an

unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority.

- (mmm) **“Plan”** is defined in Recital H.
- (nnn) **“Plan Implementation”** means the fulfillment, satisfaction or waiver of the conditions set out in Section 7.1 and the occurrence or effecting of the sequential steps set out in Section 5.1.
- (ooo) **“Plan Implementation Date”** means the date on which Plan Implementation occurs.
- (ppp) **“PMSI”** means any Security Interest attaching to PMSI Property which constitutes a purchase-money security interest contemplated under PPS Legislation or any lease of PMSI Property to JMB.
- (qqq) **“PMSI Holder”** means any Person holding a PMSI as secured party or lessor or whose interest therein is derived therefrom.
- (rrr) **“PMSI Property”** means any tangible personal property contemplated by PPS Legislation and any proceeds to which a PMSI attaches.
- (sss) **“PPS Legislation”** means the Applicable Laws providing for the creation of Security Interests in personal property, including the *Personal Property Security Act*, RSA 2000, c. P-7, as amended.
- (ttt) **“Proceeds”** has the meaning given to that term in the PPS Legislation.
- (uuu) **“Proxy”** means a form of proxy and voting letter pursuant to which an Affected Creditor may vote upon the Plan for the purposes of section 6 of the CCAA in advance or *in lieu* of a Creditors’ Meeting or appoint a proxyholder to attend and vote at a Creditors Meeting, which proxy and voting letter shall be substantially in the form attached as **Schedule “C”**, and **“Proxies”** means more than one Proxy.
- (vvv) **“Purchase and Sale Transaction”** is defined in Recital H.
- (www) **“Purchase Price”** is defined in the APA.
- (xxx) **“Registrar”** means the person appointed as the Registrar of Companies under section 400 of the BC BCA.
- (yyy) **“Remaining ATB Debt”** means the ATB Indebtedness in excess of the ATB Assumed Debt.
- (zzz) **“Remaining Fiera Debt”** means the Fiera Indebtedness in excess of the Fiera Assumed Debt.
- (aaaa) **“Remaining JMB Assets”** means any property or assets of JMB which, as of the date the Reverse Vesting Order is pronounced, have not been subject to the APA or any agreement of purchase and sale with a third party pursuant to the

SISP, provided that to the extent that there are any Designated Permits, they shall be excluded from the Remaining JMB Assets.

- (bbbb) “**Remaining JMB Liabilities**” means any Liabilities of JMB other than the Assumed Liabilities.
- (cccc) “**Required Majority**” means a majority in number of the Affected Creditors who represent at least two-thirds in value of the Affected Claims.
- (dddd) “**Reverse Vesting Order**” means an Order vesting all Remaining JMB Assets and Remaining JMB Liabilities in 216, with the effect that:
 - (i) JMB shall have no further obligations or liability in respect of the Remaining JMB Liabilities, other than the Remaining ATB Debt and the Remaining Fiera Debt, and JMB shall have no further right, title or interest in the Remaining JMB Assets; and
 - (ii) 216 shall have all the right, title and interest of JMB in and to the Remaining JMB Assets and 216 shall be liable to the creditors of JMB for the Remaining JMB Liabilities.
- (eeee) “**RLF Holdings**” is defined in Recital E.
- (ffff) “**Sale Advisor**” is defined in Recital D.
- (gggg) “**Sanction Order**” means the Order under section 6 of the CCAA sanctioning this Plan.
- (hhhh) “**SAVO**” is defined in the APA.
- (iiii) “**Secured Creditor**” means a Creditor to whom JMB owes Liabilities the payment and performance of which is secured by a Lien.
- (jjjj) “**Security Interest**” means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property.
- (kkkk) “**SISP**” is defined in Recital D.
- (llll) “**Vendors**” means, collectively, JMB and 216.
- (mmmm) “**Unaffected Claims**” means the Liabilities of JMB to Persons other than an Affected Creditor.
- (nnnn) “**Unaffected Creditor**” means a Creditor that holds an Unaffected Claim.

1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or

substantially on such terms and conditions;

- (b) any reference in this Plan to an Order or an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) the division of this Plan into Articles and Sections are for convenience of reference only and do not affect the construction or interpretation of this Plan, nor are the descriptive headings of Articles and Sections intended as complete or accurate descriptions of the content thereof;
- (d) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of this Plan to such Person (or Persons) or circumstances as the context otherwise permits;
- (e) the words “**includes**” and “**including**” and similar terms of inclusion will not, unless expressly modified by the words “**only**” or “**solely**”, be construed as terms of limitation, but rather will mean “**includes but is not limited to**” and “**including but not limited to**”, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (f) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Calgary, Alberta (Mountain Time) and any reference to an event occurring on a Business Day will mean prior to 5:00 p.m. on such Business Day;
- (g) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (h) unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Government Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (i) references to a specific Recital, Article or Section will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Plan, whereas the terms “**this Plan**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions will be deemed to refer generally to this Plan and not to any particular Recital, Article, Section or other portion of this Plan and include any documents supplemental hereto; and
- (j) the word “**or**” is not exclusive.

1.3 Successors and Assigns

This Plan will be binding upon and will enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Plan.

1.4 Currency

For the purposes of this Plan, all amounts will be denominated in Canadian dollars and all payments and distributions to be made in cash will be made in Canadian dollars. Any claims or other amounts denominated in a foreign currency will be converted to Canadian dollars at the Reuters closing rate on the Filing Date.

1.5 Governing Law

This Plan will be governed by and construed in accordance with the laws of British Columbia (to the extent that the BC BCA is applicable), the laws of Alberta and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of this Plan and all proceedings taken in connection with this Plan and its provisions will be subject to the jurisdiction of the Court acting pursuant to the CCAA.

1.6 Schedules

The following Schedules are attached to, incorporated by reference into and form part of this Plan:

Schedule "A"	Amended Articles
Schedule "B"	Notice of Alteration
Schedule "C"	Form of Proxy

ARTICLE 2 – PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of this Plan is:

- (a) to enable Mantle to continue the Business as a going concern from and after the Plan Implementation Date;
- (b) to provide for the arrangement of the ATB Indebtedness such that Mantle is deemed to assume the ATB Assumed Debt and, upon the occurrence of the Non-Recourse Event, ATB shall cease to have any right, remedy or recourse for the Remaining ATB Debt as against JMB, but in any event without prejudice to any rights, remedies or recourses of ATB against 216 for the Remaining ATB Debt;
- (c) to provide for the arrangement of the Fiera Indebtedness such that Mantle is deemed to assume the Fiera Assumed Debt and, upon the occurrence of the Non-Recourse Event, Fiera shall cease to have right, remedy or recourse for the

Remaining Fiera Debt as against JMB, but without prejudice to any rights, remedies or recourses of Fiera as against 216 for the Remaining Fiera Debt;

- (d) to redeem and cancel all issued and outstanding Class B Common Shares, Class C Common Shares and Other Securities for no consideration, such that none of the shares of those classes of shares are allotted or issued;
- (e) to terminate the classes of Class B Common Shares and the Class C Common Shares from the authorized share structure of JMB and terminate any classes of any Other Securities;
- (f) to alter the Original Articles substantially in the form set out on Schedule "A";
- (g) to alter the Notice of Articles to reflect the elimination of the Class B Common Shares and the Class C Common Shares in the authorized share structure of JMB; and
- (h) to effect the transfer by CARC of the Class A Common Shares registered in its name, being the sole issued and outstanding Class A Common Shares, to RLF Holdings.

This Plan is put forward in the expectation that the Persons with an economic interest in JMB, when considered as a whole, will derive a greater benefit from the implementation of this Plan and the continuation of the Business as a going concern than would result from a bankruptcy, receivership or liquidation of JMB.

2.2 Persons Affected by this Plan

This Plan affects:

- (a) the Affected Creditors through the arrangement of the Affected Claims as against JMB only;
- (b) JBAS through the redemption and cancellation of the Class B Common Shares;
- (c) CARC through the transfer of its Class A Common Shares to RLF Holdings; and
- (d) JMB, 216 and Mantle as applicants of the Plan.

2.3 Unaffected Creditors and Existing Shareholders

- (a) The Unaffected Creditors are not affected by this Plan for the following reasons:
 - (i) pursuant to the Reverse Vesting Order, the Remaining JMB Liabilities and the Remaining JMB Assets will vest in 216 and the rights, remedies and recourses of the Unaffected Creditors as against any Remaining JMB Assets will continue and be uncompromised and unaffected by this Plan; and
 - (ii) each PMSI Holder is being permitted to take possession of the PMSI Property subject to its PMSI and to exercise all of its rights, remedies and recourses as against such PMSI Property, subject to its duty to account to

JMB, the Monitor and Fiera, and as a result of the Reverse Vesting Order shall have a claim against 216 and the Remaining JMB Assets in respect of any Liabilities remaining owing to it following its disposition of such PMSI Property.

- (b) Because there are insufficient funds or property to repay the ATB Indebtedness and Fiera Indebtedness in full, or to repay the Remaining JMB Liabilities, the Existing Shareholders are not entitled to vote on this Plan.

ARTICLE 3 – CLASSIFICATION, APPROVAL AND RELATED MATTERS

3.1 Claims Procedure

The Monitor has confirmed the validity and quantum of the Affected Claims of the Affected Creditors and therefore the Affected Creditors shall not be obliged to take any additional steps for the purposes of this Plan and voting thereon or agreeing thereto under sections 5 and 6 of the CCAA and for the purposes of receiving the benefit of this Plan.

3.2 Corporate Actions

- (a) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of JMB will occur and be effective as of Plan Implementation, and will be authorized and approved under this Plan and by the Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by the directors of JMB or the Existing Shareholders. All necessary approvals to take actions will be deemed to have been obtained from the directors of JMB and the Existing Shareholders including the deemed passing by any class of Existing Shareholders of any resolution or special resolution.
- (b) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of Mantle have been authorized by all necessary resolutions of its directors and sole shareholder and will be authorized and approved by the Court as part of the Sanction Order in all respects and for all purposes without any requirement of further action by the shareholders or directors or officers of Mantle.

3.3 SAVO and Reverse Vesting Order

Pursuant to the APA, the Monitor, with the support and assistance of the Vendors and Mantle, will apply to the Court for the SAVO and the Reverse Vesting Order.

3.4 Class of Creditors entitled to Vote upon this Plan

The Affected Creditors will constitute a single class for the purposes of considering and voting upon this Plan. The Affected Creditors will be entitled to vote their Affected Claims in person at a Creditors' Meeting or by Proxy.