

COURT FILE NUMBER 2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

DOCUMENT EIGHTH REPORT OF FTI CONSULTING CANADA
INC., IN ITS CAPACITY AS MONITOR OF JMB
CRUSHING SYSTEMS INC. AND 2161889 ALBERTA
LTD.

October 16, 2020

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS
DOCUMENT

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EIGHTH REPORT OF THE MONITOR

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INTRODUCTION

1. On May 1, 2020, JMB Crushing Systems Inc. (“**JMB**”) and 2161889 Alberta Ltd. (“**216**” and together with JMB, the “**Applicants**”) commenced proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an order granted by this Honourable Court which was subsequently amended and restated on May 11, 2020 (the “**ARIO**”). The ARIO provides for, among other things, the appointment of FTI Consulting Canada Inc. as Monitor in the CCAA Proceedings (the “**Monitor**”).
2. On May 20, 2020, this Honourable Court granted an order (the “**MD Lien Order**”) which provides for a process to address the validity of any builders’ lien claims associated with any work done of materials furnished with respect to:
 - a. the agreement between the Municipal District of Bonnyville No. 87 (the “**MD**”) and JMB, dated November 1, 2013, as subsequently amended (collectively, the “**MD Contract**”), and attached as Appendix “**A**”, pursuant to which JMB provided certain aggregate (the “**Product**”) to the MD and hauled the Product for stockpiling at the MD Lands (as defined below); and,
 - b. the MD Lands.
3. On May 29, 2020, this Honourable Court granted an order (the “**ED Lien Order**” and together with the MD Lien Order, the “**Lien Orders**”) which set out a similar process but with respect to a project involving 1598313 Alberta Ltd. and Kuwait Petrochemical Limited Partnership as owner and EllisDon Industrial Inc. (“**ED**”) as contractor (the “**ED Project**”). The processes set out in the Liens Orders are collectively referred to as the “**Builders’ Lien Protocol**”.
4. The purpose of this report to provide this Honourable Court and the Applicants’ stakeholders with information with respect to:

- a. the Builders' Lien Protocol established by the Lien Orders;
- b. a summary of the lien claims received by the Monitor ("**Lien Notices**") and the Monitor's determinations thereon (the "**Lien Determinations**"); and
- c. the two contested Lien Determinations filed by RBEE Aggregate Consulting Ltd. ("**RBEE**") and Jerry Shankowski and 945441 Alberta Ltd. ("**Shankowski**").

TERMS OF REFERENCE

5. In preparing this report, the Monitor has relied upon certain information (the "**Information**") including information provided by JMB concerning the various assets subject to the various transactions and JMB's unaudited financial information, books and records and discussions with senior management and the Chief Restructuring Advisor (collectively, "**Management**").
6. Except as described in this report, the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook.
7. The Monitor has not examined or reviewed financial forecasts and projections referred to in this report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
8. Future oriented financial information reported to be relied on in preparing this report is based on Management's assumptions regarding future events. Actual results may vary from forecast and such variations may be material.
9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

BUILDERS' LIEN PROTOCOL

10. As described in the Affidavit of Jeff Buck, sworn May 20, 2020 and the First Report of the Monitor, dated May 8, 2020, JMB engaged subcontractors to perform certain services or furnish materials in respect of the corresponding contracts between JMB and either the MD or ED (the “**Work**”). The Applicants were unable to make payment in full for the services performed or materials furnished. As a result of this non-payment, a number of the subcontractors registered or claimed builders’ liens (each , a “**Lien Claimant**”) under the *Builders’ Lien Act* (“**BLA**”) in connection with the unpaid portions of the Work that was performed.
11. Both the MD and ED advised JMB that they would not pay any amounts owing to JMB until the liens registered against their respective lands had been discharged and a process for addressing such claims was established.
12. The Builders Lien Protocol was established to provide for the orderly determination of the Lien Claimants builders’ liens claims under the BLA (the “**Lien Claims**”), remove the liens registered against the corresponding lands and facilitate timely collection of the outstanding accounts receivable from MD and ED.
13. Key components of the Builders’ Lien Protocol were conducted as follows:
 - a. the MD and ED remitted to the Monitor the amount owing to JMB in respect of Work performed with certain amounts being held back in trust in exchange for the discharge of the Lien Claims (the “**Holdback Amount**”) while the balance was remitted to JMB;
 - b. Lien Notices were submitted to the Monitor by each applicable Lien Claimant and the Monitor, in consultation with its legal counsel, following additional enquiries and information being received from JMB concerning the various Lien Claims, reviewed the validity and quantum of each of the Lien Claims submitted, in order to make a Lien Determination;

- c. following the issuance of the Monitor’s Lien Determinations and the expiry of any corresponding period within which any parties could object to such Lien Determinations, all in accordance with the provisions and process set out in the Lien Orders:
- i. if Lien Claims were determined to be valid, the Monitor paid the Lien Claimant the validated Lien Claim out of the Holdback Amount;
 - ii. if the Lien Claims were determined not to be valid, the Monitor paid such portion of the Holdback Amount to JMB; and
- d. if a Lien Determination was disputed by the Lien Claimant, as done by RBEE and Shankowski, the Monitor continues to hold such portions of the Holdback Amount, as security for such claims.

SUMMARY OF LIEN CLAIMS

14. The Monitor received ten Lien Claims under the Builders’ Lien Protocol which are summarized in the table below:

#	Claimant	Lien Amount (\$000s)	Date of Last Service	Date of Registration or Lien Notice	Monitor's Determination	Contested (Yes/No)
1	RBEE Aggregate Consulting Ltd.	\$ 1,271	6-Apr-20	15-May-20	Invalid	Yes
2	Jerry Shankowski and 945441 Alberta Ltd.	425	30-Apr-20	25-May-20	Invalid	Yes
3	J.R. Paine & Associated Ltd.	64	8-Apr-20	12-May-20	Invalid	No
4	Shamrock Valley Enterprises Ltd.	19	21-Mar-20	25-May-20	Invalid	No
5	Matt Silver Trucking Ltd.	16	20-Mar-20	22-Apr-20	Invalid	No
6	UAV Imaging Inc.	5	15-Apr-20	25-May-20	Invalid	No
Total MD		1,800				
7	Azad Transport Ltd.	114	16-Mar-20	29-Apr-20	Valid	No
8	1577248 Alberta Ltd.	59	16-Mar-20	29-Apr-20	Valid	No
9	Azad Trucking Ltd.	35	16-Mar-20	29-Apr-20	Valid	No
10	Matt Silver Trucking Ltd.	34	6-Mar-20	5-May-20	Invalid	No
Total ED		242				
Total		\$ 2,041				

15. Six Lien Claims were received as a result of the MD Lien Order, all of which were determined to be invalid due to the nature of the MD Contract and the Work performed thereunder, as discussed in more detail below.
16. Four Lien Claims were received with respect to the ED Project, of which the Monitor determined three to be valid and one to be invalid. The Lien Claim determined as invalid related to Matt Silver Trucking Ltd. which failed to register its lien within the 45 day window allowed since the date of the last service pursuant to the BLA.

CONTESTED LIEN DETERMINATIONS

17. Two of the Lien Claimants contested the Lien Determination in respect of their Lien Claim, both of which relate to the MD Contract:
 - a. RBEE contested the Lien Determination with respect to its Lien Claim in the amount of approximately \$1.3 million. The RBEE Lien Claim and Lien Determination are attached to this report as Appendices B and C, respectively; and
 - b. Shankowski contested the Lien Determination with respect to its Lien Claim in the amount of approximately \$425,000. The Shankowski Lien Claim and Lien Determination are attached to this report as Appendices D and E, respectively.
18. Select background with respect to the MD Contract and details and each of the contested Lien Claims are set out below.

MD Contract

19. JMB, through its amalgamation predecessor JMB Crushing Systems ULC, and the MD are parties to the MD Contract. Pursuant to the terms of the MD Contract, JMB was required to supply, haul, and stockpile 200,000 tonnes of aggregate, per year, to various stockpile sites, as designated from time to time by the MD. The stockpile site designated

by the MD for JMB to supply and stockpile crushed gravel, most recently, were the lands (the “**MD Lands**”) legally described as:

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

20. The Monitor is not aware of any construction projects taking place on, adjacent to, or in connection with, the MD Lands. The MD Contract is not based on any individual project, completion milestones, or specific Work.

RBEE Lien Claim

21. Although RBEE registered liens pursuant to the BLA on May 15, 2020, it was not until the RBEE Lien Notice was submitted to the Monitor on May 29, 2020 that a Lien Claim over all parcels of the MD Lands was asserted, 53 days after the date of last service. The RBEE Lien Claim is supported by the affidavit of David Howells (the “**Howells Affidavit**”). The Howells Affidavit asserts that rock and gravel excavated by RBEE was delivered to the MD Lands.
22. The purpose of the MD Contract was for the temporary stockpiling of Product for the MD’s future and general use. As such, with respect to the portion of the Lien Claim that was registered in time, it was determined by the Monitor that the RBEE Lien Claim does not constitute an “improvement” under the BLA which would give rise to corresponding lien rights as the Product was neither affixed to the MD Lands nor intended to be or

become part of the MD Lands and there was no specific project for with the Product was supplied. As a result, the Monitor determined the RBEE Lien Claim to be invalid.

23. Subsequent to the receipt of the RBEE Lien Claim, and in respect of its application to contest the Monitor's Lien Determination, RBEE filed new evidence through a supplement affidavit of David Howells, sworn October 9, 2020 (the "**Supplemental Howells Affidavit**"). The Supplemental Howells Affidavit was not provided as part of RBEE's original Lien Notice.

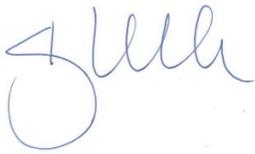
Shankowski Lien Claim

24. The Shankowski Lien Claim is supported by an affidavit from Jerry Shankowski (the "**Shankowski Affidavit**") which discloses that Shankowski was party to an Aggregates Royalty Agreement where JMB was granted a license to extract sand, gravel and other aggregates from Jerry Shankowski's gravel pit (the "**Shankowski Pit**"). The Shankowski Affidavit asserts that certain of the material extracted from the Shankowski Pit ultimately was stockpiled at the MD Lands.
25. While the lands affected by the Shankowski lien Claim were not explicit, similar to its evaluation of the RBEE Lien Claim, the Monitor determined that the stockpiling of Product for the MD's future and general use does not constitute an "improvement" under the BLA which would give rise to corresponding lien rights. As a result, the Monitor determined the Shankowski Lien Claim to be invalid.
26. Subsequent to the receipt of the Shankowski Lien Claim, and in respect of its application to contest the Monitor's Lien Determination, Shankowski filed new evidence through a supplemental affidavit of Jerry Shankowski sworn October 10, 2020 (the "**Supplemental Shankowski Affidavit**"). The Supplemental Shankowski Affidavit was not provided as part of Shankowski's original Lien Notice.
27. Despite the new evidence filed in the Supplemental Howell Affidavit and the Supplemental Shankowski Affidavit, the Monitor's views on the validity and

enforceability of the Contested Lien Claims remain consistent with the original Lien Determinations.

All of which is respectfully submitted this 16th day of October, 2020.

FTI Consulting Canada Inc.
in its capacity as Monitor of the Applicants



Deryck Helkaa
Senior Managing Director



Tom Powell
Senior Managing Director

Appendix A

Agreement between the Municipal District of Bonnyville
No. 87 and JMB Crushing Systems ULC

TERMS AND CONDITIONS AGREEMENT

This Agreement is made effective the 1st day of November, 2013.

Between:

Municipal District of Bonnyville No. 87
(" hereinafter the "MD")

- and -

JMB Crushing Systems ULC
(hereinafter "JMB")

Definitions

1. In this Agreement, capitalized words will have the following meanings:
 - a. "Agreement" means this Terms and Conditions Agreement;
 - b. "MD" means the Municipal District of Bonnyville No. 87, a municipality under the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, with offices at or near the town of Bonnyville, Alberta;
 - c. "JMB" means JMB Crushing Systems ULC, a corporation under the laws of Alberta with offices in the town of Bonnyville, Alberta;
 - d. "Parties" means the Municipal District of Bonnyville No. 87 and JMB Crushing Systems ULC;
 - 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;

- g. "Term" means the period of time this Agreement is in effect; and
- h. "Year" means a calendar year commencing on January 1 and ending on December 31 of the same year.

JMB Responsibilities

- 2. At all times, JMB will comply with all applicable laws.
- 3. At its own cost, JMB will provide all labour, materials, equipment, supplies and anything else required to produce the Product and provide the Services to the satisfaction of the MD.
- 4. All personnel of JMB who are directly or indirectly involved with producing the Product and providing the Services are under the direction and control of JMB.
- 5. JMB will exercise good workmanship and quality control regarding the Product and Services.
- 6. JMB will prioritize, schedule, plan and establish deadlines such that the Product and Services are provided to the MD in accordance with the terms of this Agreement.
- 7. JMB shall forthwith report to the MD any damage it causes to MD property.
- 8. At all times, JMB shall ensure it is meeting all legal requirements to carry on its business and provide the Product and Services to the MD.
- 9. JMB represents that it is a resident of Canada for the purposes of Canadian income tax legislation.

Prime Contractor

- 10. JMB will be the prime contractor in the specific areas and geographic locations where the Product and Services are provided, including the pit where the Product is made and for all areas related to providing the Services.

Product & Services

- 11. At its own cost, JMB is responsible for crushing rock/gravel at a pit to produce the Product which is in a usable aggregate form for the MD and which is in accordance with the following required specifications:
 - a. Modified Designation 4 Class 20mm, Modified Designation 4 Class 40 mm in accordance with the following specifications in the table below:

DESIGNATION	4	
CLASS (MM)	20	40
40 000		100
PERCENT 25 000		
PASSING METRIC		
20 000	100	55-
SIEVE 10 000	35-77	25-
(COSB 8-GP 8 000		
2M)*M 5 000	15-55	8-55
1 250	0-30	0-30
80	0-12	0-12
%FRACTURE BY ALL WEIGHT FACES +5000	40+	25+
PLASITICITY INDEX (PI)	NP-8	NP-8

- b. Product specifications are as set out above, or otherwise agreed by the Parties in writing, and are generally described as crushed gravel being Modified Des 4 Class 20/Des 4 Class 40 with no more than 25% passing the 1250um.
- c. A minimum of 200,000 (two-hundred-thousand) tonnes of Product per Year, shall be delivered and stockpiled at designated locations within the geographic boundaries of the MD, as determined by the MD acting reasonably.
- d. The stockpile locations designated by the MD for the 2013 Year are the MD's yard at NE 19-61-5 W4m and at the Harco Oilfield Services Ltd. NW 14-62-2 W4M. JMB will have unlimited access to the Harco Oilfield Services Ltd. location. JMB will have reasonable access to the MD's yard.
- e. Annual quantities, and locations where the Product will be hauled and stockpiled by JMB, shall be confirmed in writing by September 1st of each year. Unless the Parties agree otherwise in writing, the annual quantities shall not be less than 200,000 (two-hundred-thousand) tonnes of Product delivered and stockpiled for the MD by JMB.
- f. JMB may make the Product, haul and stockpile to the MD designated locations for the given year as mutually agreed upon by both parties.
- g. For delivery and stockpiling of the Product, JMB shall have reasonable access to locations designated by the MD.

Delivery and Stockpiling

12. JMB shall deliver the Product to the MD, and in cooperation with MD staff, stockpile the Product in a continuous cone to a minimum height of 10 (ten) meters. JMB shall supply all equipment and labour for delivering and stockpiling the Product, including trucks, a stacking conveyor(s), bulldozer(s) and any other equipment.

Changes to Product

13. Changes may be made to the Product amounts or specifications as agreed upon by the Parties. When such changes are agreed upon, the Parties shall prepare and execute an amendment to this Agreement.

Ownership of Product

14. JMB shall own the Product until the MD has paid all invoices for the crushing of the Product in a Year, or when all of the Product for the same Year has been delivered to the MD, whichever first occurs.

Term

15. The Term of this Agreement shall be ten (10) years, commencing on November 1, 2013.

Price

16. The price for the Product and Services provided in accordance with the provisions of this Agreement shall be as follows:

- a. For the first 5 years of this Agreement, the MD will pay JMB \$25.00 (twenty-five dollars) per tonne; and
- b. The last 5 years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

17. Unless agreed to in writing by the Parties, the MD will not pay JMB any monies other than the amounts per tonne specified in this Agreement for the Product and Services, plus GST.

Invoicing & Set-Off

18. Invoices of JMB shall state the quantity of Product being invoiced, the period the invoice covers, the amount being invoiced, whether the invoice is for crushing or delivery/stockpiling of the Product, GST, and any other reasonable information required by the MD.

19. When crushing is being done in a Year, JMB shall invoice the MD on a bi-weekly basis for 50% (fifty percent) of the applicable price per tonne of the Product which has been crushed and which will subsequently be delivered to the MD in the same Year.
20. When the Product is delivered and stockpiled in a Year as per this Agreement, JMB shall invoice the MD bi-weekly, or other period agreed on in writing by the Parties, for the remaining 50% (fifty percent) of the applicable price per tonne for the Product which is scaled/weighed by JMB and delivered and stockpiled by JMB.
21. Within 30 days of receiving JMB invoices, the MD will pay undisputed amounts.
22. The MD may make adjustments for any overpayments to JMB at any time.
23. For each Year, all invoices for that Year are to be submitted by JMB to the MD by December 31 of that Year.
24. At all times, the MD reserves the right to verify the quantity and quality of Product which JMB invoices it. The MD is not required to pay for Product which does not meet the specifications and the permitted deviations from them in accordance with this Agreement.
25. JMB shall be responsible to remit all amounts required by provincial and federal laws to the appropriate governmental agency.
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.
27. The MD may set-off and deduct any monies payable to JMB against any financial obligation JMB owes the MD.

Other Fees

28. JMB reserves the right to negotiate with the MD for reasonable and necessary ancillary charges which are assessed by other municipalities or the provincial or federal governments. The MD must agree in writing to any such ancillary charges before they are paid by the MD.

GST

29. The Parties shall comply with the *Excise Tax Act* (Canada) pertaining to GST. JMB shall set out applicable GST as a separate item on all invoices and the MD shall pay such GST. JMB shall be responsible for remitting GST in accordance with the *Excise Tax Act*.
30. JMB and the MD shall have registered Goods & Services Tax ("GST") accounts.

Changes

31. The MD may at any time issue changes to the general scope of the Product and the Services in this Agreement. In such event, the MD and JMB shall agree to an equitable adjustment to the price. Any such agreed changes and adjustments shall be in writing.

Quality Control

32. JMB will ensure the quality of the Product meets the required specifications stated in this Agreement.
33. At JMB's cost, sieve samples shall be taken by a qualified independent geotechnical testing firm at a frequency of 1 (one) sieve per 1,000 (one-thousand) tonnes of Product produced and records shall be kept of such samples. Copies of the sample results will be provided to the MD by JMB within 72 (seventy-two) hours of them being taken.
34. JMB will ensure that the variances from the specifications for the Product do not deviate more than 2% (two percent) from the required specifications. If the variance from the Product specifications continues to deviate from the required specifications for more than 2 (two) consecutive sieves without satisfactory correction by JMB, until the required specifications are met, the MD reserves the right to reject the Product which does not meet the required specifications. Should such deviation occur the MD shall undertake to notify JMB in writing prior to any further action.
35. Test sampling of the Product shall be performed by JMB at the pit and records will be kept of the samples. Such test sampling will be done as frequently as required to ensure the required specifications for the Product is in accordance with the terms of this Agreement. Copies of the test sample results will be provided to the MD by JMB within 72 (seventy-two) hours of them being taken.
36. Spot testing of the Product will be performed by the MD when the Product is delivered to the designated locations specified by the MD and records of such testing will be kept by the MD. Copies of the spot testing results will be provided to JMB by the MD within 72 hours (seventy-two) hours of them being taken. JMB will ensure that the variances from the specifications for the delivered Product do not

deviate more than 2% (two percent) from the required specifications for the Product. If the variance from the Product specifications continues to deviate from the required specifications for more than 2 (two) consecutive sieves of delivered Product without satisfactory correction by JMB, the delivery of the Product will be suspended until an independent geotechnical consultant can verify that the specifications of the Product delivered is meeting the required specifications. JMB will pay the costs for such an independent assessment.

Insurance

37. At all times, JMB shall maintain Workers' Compensation insurance and shall pay its assessments and premiums as required by applicable Workers' Compensation legislation. JMB shall provide the MD with proof of Workers' Compensation coverage as required by the MD.
38. At all times, JMB shall have general liability insurance, with limits of not less than five-million dollars (\$5,000,000) per occurrence for bodily injury, death, property damage, loss of use and consequential losses. At the MD's request, JMB shall furnish certificates of insurance as proof of coverage.

Indemnification & Liability

39. JMB shall indemnify and hold harmless the MD, its directors, trustees, officers, councillors, agents and employees, against and from any actions, claims, demands, proceedings, loss, liability, damages on account of injury to or death of persons, damage to or destruction of property belonging to the MD or others, which are directly or indirectly caused by JMB's acts, breach of contract or negligence related to the Product and Services.
40. Nothing in this Agreement shall obligate JMB to indemnify the MD for any loss, liability or damages caused by breach of contract or negligence by the MD, its directors, trustees, officers, councillors, agents or employees.
41. JMB indemnifies the MD for all amounts related to the Product and Services, or related to its personnel, including interest and penalties, which it is required to pay or remit to any governmental agency as required by law, including the Workers' Compensation Board.

Non-Agent

42. The Parties agree that none of the provisions of this Agreement shall be construed so as to constitute JMB as being the agent, partner or servant of the MD. JMB shall have no authority to make any statements, representations or commitments of any kind, or take any action, which may be binding upon the MD, except as may be authorized in writing by the MD.

Termination & Suspension

43. This Agreement automatically terminates without notice and without penalty when the Term expires.
44. Without notice to JMB and without penalty to the MD, this Agreement automatically terminates when JMB goes into receivership, becomes insolvent or is assigned or petitioned into bankruptcy.
45. By notifying JMB in writing, the MD may terminate this Agreement forthwith for a material breach of the terms of this Agreement and without further obligation on the MD beyond the date of such termination.
46. By notifying the MD in writing, JMB may terminate this Agreement forthwith for a material breach of the terms of this Agreement and without further obligation on JMB beyond the date of such termination.
47. At any time, the MD and JMB may mutually agree in writing to terminate this Agreement regardless of the foregoing termination provisions.
48. Upon written notice, the MD may suspend the operation of this Agreement, without penalty, when JMB is not complying with the terms of this Agreement and such suspension shall continue until JMB complies with the terms of this Agreement or the MD terminates this Agreement for a material breach of its terms.
49. Upon written notice, JMB may suspend the operation of this Agreement, without penalty, when the MD is not complying with the terms of this Agreement and such suspension shall continue until the MD complies with the terms of this Agreement or JMB terminates this Agreement for a material breach of its terms.

Mediation & Arbitration

50. Without prejudice to any other right or remedy the Parties may have, in the event of a dispute, the Parties shall make best efforts to resolve the dispute and use mediation before arbitration. When the parties cannot agree on a mediator, the Court of Queen's Bench of Alberta, upon application, shall appoint a mediator.
51. The Parties agree that any disputes arising from the performance of this Agreement, which cannot be settled in negotiation or mediation between the Parties, shall be submitted to a single arbitrator subject to the rules and procedures of the *Alberta Arbitration Act*, which shall be binding and subject to the limitations expressed in this Agreement. Each party shall bear its own costs for arbitration. The Parties shall equally share the costs of the arbitrator. Unless the Parties agree otherwise in writing, the place of the arbitration shall be Edmonton, Alberta. An arbitrator must be qualified to perform the arbitration by having the knowledge, experience, ability and

expertise to perform the arbitration relative to the nature of the dispute between the Parties.

52. When the Parties cannot agree in writing on an arbitrator, the Court of Queen's Bench, upon application, shall appoint an arbitrator.

Notices & Correspondence

53. Any notice required or permitted to be given hereunder shall be in writing, may be delivered personally or by facsimile, email, courier or registered mail, and shall be addressed to the representative of each Party at the address below, until changed by notification in writing to the other Party:

a. To JMB at:

Attention: Jeff Buck
JMB Crushing Systems ULC
P.O. Box 6977
Junction Secondary HWY #660 & Range Road 445
Bonnyville, AB T9N 2H4
Fax: 780-826-6280
Email: admin@jmbcrush.com

b. To the MD:

Attention: Darcy Zelisko
Municipal District of Bonnyville No. 87
Bag 1010
61330 RR 455
Bonnyville, AB T9N 2J7
Fax: 780-826-5064
Email: dzelisko@md.bonnyville.ab.ca

General

54. All references to dollars and "\$" in this Agreement are to Canadian Dollars.

55. Time shall be of the essence in this Agreement.

56. In this Agreement, unless otherwise stated, all references to the masculine or feminine gender shall include the other and vice-versa.

57. This Agreement shall be construed and enforced in accordance with the laws applicable in the province of Alberta. The Parties hereto irrevocably attorn to the jurisdiction of the courts and arbitration in Alberta.

58. This Agreement contains the entire agreement and understanding between the MD and JMB and supersedes all prior representations and discussions pertaining to all matters directly or indirectly covered in this Agreement. There are no conditions, warranties, representations, understandings or agreements of any nature other than as set out in this Agreement.
59. This Agreement may only be amended by a subsequent written instrument signed by both Parties.
60. Failure of the Parties to insist upon or to enforce strict performance of any of the terms of this Agreement shall not be construed as a waiver of their rights to assert or rely upon such terms subsequently.
61. Should any part of this Agreement be held invalid or illegal, that part shall be severed from the Agreement and the remainder shall continue in full force and effect.
62. This Agreement shall not be assigned, except as may be agreed upon by the Parties in writing.
63. Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to natural disasters, fire, flood, explosion, acts of terrorism, war, embargo, labour strikes, Acts of God, or any other cause beyond their control. Within seven (7) days from the beginning of such events, the affected Party shall notify the other Party in writing of the existence of the event and its probable impact on its obligations in this Agreement.
64. This Agreement may be executed and delivered by the Parties in counterparts (each of which shall be considered an original) and by facsimile, email or other electronic means, and when a counterpart has been executed and delivered by each of the Parties, all such counterparts shall together constitute one agreement.

IN WITNESS THEREOF the authorized representatives of the Parties have executed this Agreement as of the date first written above.

JMB CRUSHING SYSTEMS ULC

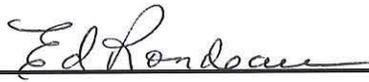
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNYVILLE No. 87

Per:





AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 30th day of September, 2015.

BETWEEN:

Municipal District of Bonnyville No. 87
("hereinafter the "MD")

- And -

JMB Crushing Systems ULC
(Hereinafter "JMB")

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

Clause 11 c.

- A minimum of 200,000 (two-hundred-thousand) tonnes of Product per year, shall be supplied and/or stockpiled at designated locations within the geographic boundaries of the MD, mutually agreed upon by both parties. Should the Product be stockpiled in one of the designated pits both quantities and quality of Product shall be monitored and any shortfall shall be supplied in the same year as hauled. The MD will weight Product based on Loadrite scale and provide such records to JMB for confirmation if required.

Clause 11 d.

~~The stockpile locations designated by the MD for the 2013 Year are the MD's yard at NE 19-61-5 W4M and at the Harco Oilfield Services Ltd. NW 14-62-2 W4M. JMB will have unlimited access to Harco Oilfield Services Ltd location. JMB will have reasonable access to the MD's yard.~~

- 
- The stockpile locations designated by the MD for 2015 as agreed upon by both parties will be Pit #19 - with gravel remaining in the Pit until the MD uses the gravel. For 2016 ONLY the designated stockpile locations shall be Pit #19, the Truman pit or the MD yard or as mutually agreed upon.

Clause 11 e.

- Annual quantities, and locations where the Product will be hauled and stockpiled by JMB, shall be confirmed in writing by September 1st of each year except for 2016 ONLY confirmation of quantities and location will be January 1st. With 50% of payment at time of crushing and the remainder September 1st of 2016 providing it is stockpiled in one of the designated pits for \$21.00/tonne. Every year thereafter moving forward notification will be September 1st unless the Parties agree otherwise. The annual quantities shall not be less than 200,000 (two-hundred-thousand) tonnes of Product delivered and stockpiled for the MD by JMB.

Clause 16.

- The price for the Product and Services provided in accordance with the provisions of this Agreement shall be as follows:
 - a. For the remaining 2 years and moving forward , the MD will pay JMB:
 - a. For 2016 - Product is in either of the following pits, namely Pit #19 or Truman Pit \$21.00 (twenty-one dollars) per tonne or in MD yard \$25.00 (twenty-five dollars) per tonne;
 - b. The last five years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRSHING SYSTEMS ULC

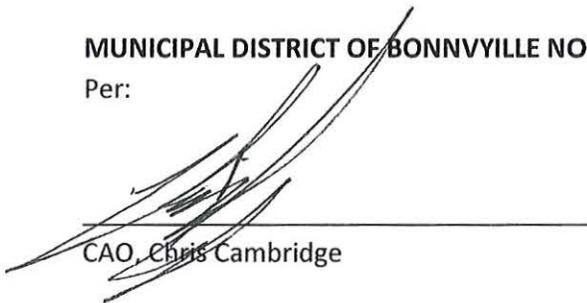
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge

AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 12th day of December, 2016.

BETWEEN:

Municipal District of Bonnyville No. 87
("hereinafter the "MD")

- And -

JMB Crushing Systems ULC
(Hereinafter "JMB")

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

The MD to receive a \$1 (one dollar) reduction per tonne on the Product with the following conditions:

- Crush and stockpile 200,000 (two hundred thousand) tonnes of Product at an earlier mutually agreed upon time – starting as soon as December of the prior year and enforceable for the remainder of the term of the Agreement;
- Invoices payable within 90 days of receipt for Product – invoices to be dated within calendar year of Product delivery;
- Failure to notify the MD for Quality Control may result in the Product being refused.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRUSHING SYSTEMS ULC

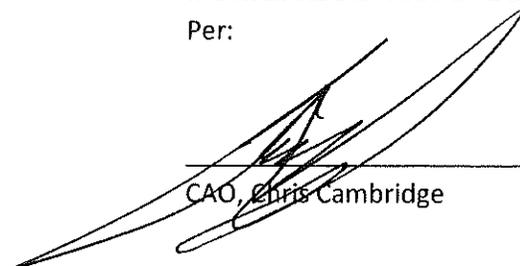
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge

AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 26th day of February 2018.

BETWEEN:

Municipal District of Bonnyville No. 87
(“hereinafter the “MD”)

- And -

JMB Crushing Systems ULC
(Hereinafter “JMB”)

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

The MD to receive a \$.50 (fifty cent) reduction per tonne on Product haul for 2018 gravel supply with the following conditions:

- As per request from JMB for full payment of 2018 interim crush by the end of February 2018
- And as per council motion:

Resolution No. 18.152

That Council agrees to an early payment on February 28, 2018 to JMB Crushing Systems ULC for the 2018 gravel crushing contract, subject to the Municipal District receiving a reduction of \$.50 per tonne on the fall gravel haul portion of the 2018 gravel supply contract with JMB Crushing.

Background:

- As per original agreement dated 1st November 2013 and in particular Clause 16
 - a) For the first 5 years of this Agreement, the MD will pay JMB \$25.00 (twenty-five dollars) per tonne; and
 - b) The last five years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

- Amending agreement dated 30th September 2015 and in particular Clause 16
 - a) For the remaining two(2) years and moving forward, the MD will pay JMB:
For 2016 product is in either of the following pits, namely pit #19 or Truman Pit \$21.00 (twenty-one dollars) per tonne or in the MD yard \$25.00 (twenty-five dollars) per tonne
 - b) The last five (5) years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

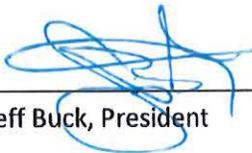
- Amending agreement dated 12th of December 2016 and in particular Clause 16:
 - o The MD will receive a \$1.00 (one dollar) reduction per tonne on the Product with the following conditions:
 - Crush and stockpile 200,000 (two hundred thousand) tonnes of Product at an earlier mutually agreed upon time – starting as soon as December of the prior year and enforceable for the remainder of the term of this Agreement.
 - Invoices payable within 90 days of receipt for Product – invoices to be dated within calendar year of Product delivery.
 - Failure to notify the MD for Quality Control may result in the Product being refused.

Keeping in mind that as per Amending Agreement dated 16th December 2016 and this amending agreement the MD will be receiving a \$1.50 (one dollar and fifty cent) reduction for the 2018 crush and supply contract.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRSHING SYSTEMS ULC

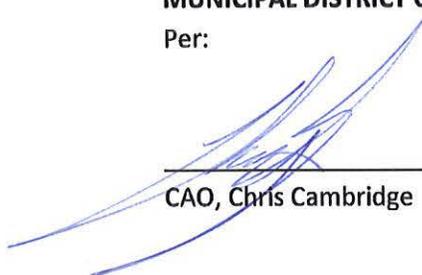
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge

AMENDMENT TO AGREEMENT

This fourth amendment to the Agreement is made effective the ____ of February 2020.

Between

Municipal District of Bonnyville No. 87
(hereinafter the “**MD**”)

- and -

JMB Crushing System ULC
(hereinafter “**JMB**”)

(MD and JMB collectively referred to herein as the “**Parties**”)

WHEREAS the Parties entered into an agreement on November 1, 2013, for the production and supply of aggregate and subsequently entered into three amendments to the agreement as set-out below (the “**Agreement**”);

AND WHEREAS the Parties agreed to the first amendment of the Agreement on September 30, 2015 (**Amendment 1**);

AND WHEREAS the Parties agreed to the second amendment of the Agreement on December 12, 2016 (**Amendment 2**);

AND WHEREAS the Parties agreed to the third amendment of the Agreement on February 26, 2018 (**Amendment 3**);

AND WHEREAS the Parties wish to amend certain terms of the Agreement;

THEREFORE, for the consideration of the promises and obligations under this Amendment 4, the sufficiency of which is hereby acknowledged as being good and valuable consideration, the Parties have reviewed and agreed upon the following terms and references in the Agreement being amended as follows:

PRODUCTS & SERVICES

Adding new 11.h:

h. For the year 2020, the Product shall be as follows:

- i. Modified Designation 1 Class 12.5mm in accordance with the following specifications in the table below from Alberta Transportation (“**Des 1 Class 12.5**”):

DESIGNATION		1
CLASS (MM)		12.5
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	12 500	100
	10 000	83-92
	5000	55-70
	1250	26-45
	630	18-38
	315	12-30
	160	8-20
	80	4-20
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)		60+
PLASITICITY INDEX (PI)		NP
L.A. ABRASION LOSS PERCENT MAXIMUM		40

- ii. Modified Designation 2 Class 16 mm in accordance with the following specifications in the table below from Alberta Transportation (“**Des 2 Class 16**”):

DESIGNATION		2
CLASS (MM)		16
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	1600	100
	12 500	89-100
	10 000	78-94
	5000	55-70
	1250	26-45
	630	18-38
	315	12-30
	160	8-20
	80	4-10
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)		60+
PLASITICITY INDEX (PI)		NP
L.A. ABRASION LOSS PERCENT MAXIMUM		50

Adding new 11.i.:

- i. For the year 2020, product specifications are as set out 11.h, or otherwise agreed to by the Parties in writing, and are generally

described as crushed gravel being Des 1 Class 12.5 and Des 2 Class 16.

Adding new 11.j:

- j. Prior to May 15, 2020, JMB shall deliver both a minimum of 10,000 tonnes of Des 1 Class 12.5 and a minimum of 40,000 tonnes of Des 2 Class 16 to the MD pursuant to Section 12 of the Agreement.

Adding new 11.k:

- k. For the year 2020, JMB shall deliver both a total of 50,000 tonnes of Des 1 Class 12.5 and a total of 150,000 tonnes of Des 2 Class 16 to the MD pursuant to Section 12 of the Agreement.

DELIVERY AND STOCKPILING

Deleting 12 and substituting with:

- 12. JMB shall deliver the Product to 61330, Range Rd. 455, Bonnyville, T9N 2J7 (the "**MD Yard**"), and in cooperation with the MD staff, stockpile the Product in a continuous cone to a minimum height of 10 (ten) meters. JMB shall supply all equipment and labour for delivering and stockpiling the Product including trucks, a stacking conveyor(s), bulldozer(s) and any other equipment.

OWNERSHIP OF PRODUCT

Deleting 14 and substituting with:

- 14. The MD will own the Product after the Product has been crushed and the MD has paid the related invoices issued pursuant to Section 19 of the Agreement. Any Product owned by the MD and in the possession of JMB shall be held in trust in the custody of JMB as bailee for the benefit of the MD in accordance with the provisions of the Agreement.

PRICE

Adding new 16.1:

- 16.1 For the year 2020, the price for the Products and Services provided in accordance with the Agreement shall be \$33.28 per tonne for Des 1 Class 12.5 and \$31.00 per tonne for Des 2 Class 16.

INVOICING & SET-OFF

Deleting 19 and substituting with:

19. When crushing is being done in a Year, JMB shall invoice the MD on a bi-weekly basis for 50% (fifty percent) of the applicable price per tonne of the Product which has been crushed and which will subsequently be delivered to the MD in the same Year. This payment will be based on the quantity verification by the MD.

Deleting 24 and substituting with:

24. At all times, the MD reserves the right to inspect the Product that has been invoiced by JMB, including without limitation, the right to verify the quantity and quality of the Product and the right to enter onto JMB's property to conduct an inspection of the Product. The MD is not required to pay for Product which does not meet the specifications and the permitted deviations from them in accordance with this Agreement.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

JMB CRUSHING SYSTEMS ULC
PER:

MUNICIPAL DISTRICT OF BONNYVILLE
NO. 87
PER:

Jeff Buck, President

Luc Mercier, CAO

Appendix B

Lien Notice of RBEE Aggregate Consulting Ltd.

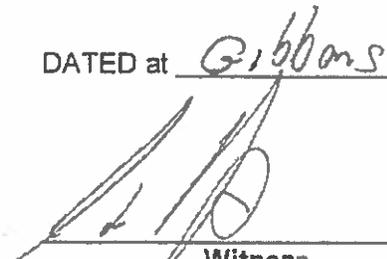
Lien Notice

Claimant: RBEE AGGREGATE CONSULTING LTD.
Address for Notices: c/o Bishop & McKenzie LLP, 10180 – 101 St NW, Edmonton AB T5J 1V3
Telephone: 780 426 5550
Fax: 780 426 1305
Email: JPawlyk@bmlp.ca

I, David Howells, residing in the City of Fort Saskatchewan, in the Province of Alberta do hereby certify that:

1. I am a Director and the Vice President of the Claimant.
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 **\$1,270,791.71** 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, including all applicable contracts, subcontracts, the nature of the work completed or materials furnished, the last day on which any work was completed or materials were furnished, any payments received by the Claimant, all invoices issued by the Claimant, and all written notices of a lien served by the Claimant.

DATED at Gibbons this 29th day of May, 2020.



Witness
Name: Ian Hogg



Name: David Howells

Must be signed and witnessed

SCHEDULE "A"
TO THE LIEN NOTICE OF RBEE AGGREGATE CONSULTING LTD.

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

CLAIMANT RBEE AGGREGATE CONSULTING LTD.

DOCUMENT AFFIDAVIT

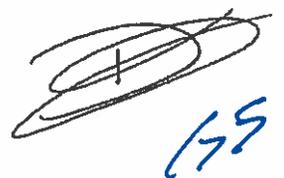
ADDRESS FOR
SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT Bishop & McKenzie LLP
2300, 10180 – 101 Street
Edmonton, AB, T5J 1V3
Telephone: 780-426-5550
Facsimile: 780-426-1305
Attention: Jerritt R. Pawlyk
File No. 110151-003 JRP/GWS

AFFIDAVIT OF DAVID HOWELLS

Sworn on May 29, 2020

I, David Howells, of the City of Fort Saskatchewan, in the Province of Alberta, SWEAR OATH AND SAY THAT:

1. I am a Director and Vice President of the Claimant, RBEE Aggregate Consulting Ltd. ("RBEE"), and as such I have personal knowledge of the facts and matters hereinafter deposed to, except where stated otherwise, in which case I believe the same to be true.
2. I understand from my review of the records herein, and I do believe, that JMB Crushing Systems Inc. ("JMB") was a party to an agreement with The Municipal District of Bonnyville No. 87 (the "Municipality") dated November 1, 2013 (the "Prime Contract"). Pursuant to the Prime Contract, JMB was to perform certain services for the Municipality, including crushing rock and gravel.
3. On around February 25, 2020, RBEE entered into a Subcontractor Services Agreement with JMB (the "Subcontract Agreement"). Pursuant to the Subcontract Agreement, RBEE agreed to perform services on behalf of JMB under the Prime Contract. A copy of the Subcontractor Agreement is attached to this Affidavit as Exhibit "A".



A handwritten signature in black ink, consisting of a stylized, cursive name, is located in the bottom right corner of the page. Below the signature, the initials "LJS" are written in blue ink.

Lands

The Shankowski Pit

4. Pursuant to the Subcontractor Agreement, RBEE's services consisted of crushing rock and gravel (the "Services"), at a site located within St. Paul County No. 19 approximately 10 km southwest of the Town of Elk Point, referred to in the Subcontractor Agreement as the "Shankowski Pit".
5. In the Subcontractor Agreement, JMB represented to RBEE that it was the owner of the Shankowski Pit, identified therein as being located at SW 21-56-7-4, being the SW Quarter of Section 21, Township 56, Range 7, West of the 4th Meridian.
6. Attached to this Affidavit as Exhibit "B" is a satellite image of the Shankowski Pit captured from Google Maps.
7. Attached to this Affidavit as Exhibit "C" is a map evidencing the registered owners of the lands located at Sections 16, 17, 20, and 21 of Township 56, Range 7, West of the 4th Meridian.
8. Based on my review of Exhibits "B" and "C", I believe that RBEE's Services in respect of the Shankowski Pit were conducted upon multiple titled parcels of land, including:
 - (a) The Northwest and Southwest Quarters of Section 21 (NW 21-56-7-4; SW 21-56-7-4), identified at Exhibit "C" as being owned by Shankowski, J (the "Shankowski Land"); and
 - (b) The Northwest Quarter of Section 16 (NW 16-56-7-4), identified at Exhibit "C" as being owned by Havener, G&H (the "Havener Land").
9. The Shankowski Land is legally described as:

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 1722948 – ROAD 0.417 1.03

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

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 21
QUARTER SOUTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 1722948 – ROAD 0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
10. Attached to this Affidavit as Exhibit "D" is a copy of a certificate of title to the Shankowski Land.

Handwritten signature and initials "GS" in the bottom right corner of the page.

11. The Havener Land is legally described as:

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 16
QUARTER NORTH WEST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
A) PLAN 4286BM – ROAD 0.0004 0.001
B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID
SAID QUARTER SECTION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY
110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY
OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO
THE SAID SOUTH BOUNDARY TO A POINT ON THE WEST BOUNDARY; THENCE
SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF
COMMENCEMENT
CONTAINING..... 1.21 3.00
C) PLAN 1722948 – ROAD 0.360 0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

12. Attached to this Affidavit as Exhibit "E" is a certificate of title to the Havener Land.
13. The Certificate of Title to the Havener Land also evidences the registration of a caveat in respect of a royalty agreement by JMB as registration no. 002 170 374 on June 20, 2000 (the "Caveat"). A copy of the Caveat is attached to this Affidavit as Exhibit "F".

The Municipality Lands

14. The aggregate rock and gravel that was crushed by JBEE is being delivered to lands owned by the Municipality and located within the Municipality at the Northeast Quarter of Section 19, Township 61, Range 5, West of the 4th Meridian (the "Municipality Lands").
15. Title to the quarter section of land that makes up the Municipality Lands consists of three registered plans (road, descriptive, and subdivision), and a title for the entire quarter section excepting those registered plans.
16. Attached to this Affidavit as Exhibit "G" is a map of the Municipality Lands captured from the Alberta Land Titles and Surveys Spatial Information System.
17. Attached to this Affidavit as Exhibit "H" is a certificate of title to lands identified at Exhibit "G" and owned by the Municipality, legally described as:

PLAN 0928625
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 20.22 HECTARES (49.96 ACRES) MORE OR LESS

(the "Plan 0928625 Land")

18. Attached to this Affidavit as Exhibit "I" is a certificate of title to lands identified at Exhibit "G" and owned by the Municipality, legally described as:

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

(the "Municipality Quarter Section")

19. Based on my review of Exhibits "G", "H", and "I", I believe that the aggregate rock and gravel excavated by RBEE was deposited upon the Municipality Lands at either, or both, of the Plan 0928625 Land and the Municipality Quarter Section.

Invoices and Amounts Unpaid

20. RBEE performed its Services pursuant to the Subcontractor Agreement and rendered invoices for its Services to JMB.
21. In accordance with the Subcontractor Agreement, RBEE rendered the following invoices for its Services:

Date	Invoice	Invoice Total	Invoice Total (w/ GST)
March 2, 2020	259	\$236,196.00	\$248,005.80
March 31, 2020	266	\$663,804.00	\$696,994.20
April 16, 2020	270	\$474,428.00	\$498,149.40
May 10, 2020	278	\$72,045.82	\$75,648.11
	Total	\$1,446,473.82	\$1,518,797.51

(collectively, the "Invoices")

22. Attached to this Affidavit as Exhibit "J" are copies of the Invoices.
23. On or around April 3, 2020, RBEE received payment from JMB in respect of Invoice #259 in the full amount of \$248,005.80, inclusive of GST.
24. No further payment has been received by RBEE, and the remainder of the Invoices remain outstanding in the sum of \$1,270,791.71, inclusive of GST.
25. Attached to this Affidavit as Exhibit "K" is an Application for Progress Payment prepared by JMB and dated May 10, 2020, evidencing that RBEE had performed Services to date of \$1,446,473.82 before GST, or \$1,518,797.51 inclusive of GST.
26. RBEE last provided its Services to the Shankowski Pit on April 6, 2020.
27. I understand that, as of the date of this Affidavit, the aggregate rock and gravel crushed by JBEE continues to be transported from the Shankowski Pit to the Municipality Lands.

Handwritten signature and initials, possibly "JMB", with the number "75" written below it.

LiensShankowski Pit

28. On May 15, 2020, RBEE registered a builder's lien at the Alberta Land Titles Office as registration No. 202 106 447 against the Shankowski Land.
29. Attached to this Affidavit as Exhibit "L" is a copy of RBEE's builder's lien registered against the Shankowski Land.
30. On May 15, 2020, RBEE registered a builder's lien at the Alberta Land Titles Office as registration No. 202 106 449 against the Havener Land.
31. Attached to this Affidavit as Exhibit "M" is a copy of RBEE's lien registered against the Havener Land.
32. RBEE also claims a builders' lien against JMB's registered interest in the Havener Land.
33. Accordingly, in addition to the liens filed by RBEE, RBEE seeks to enforce all rights and remedies ordinarily available to it under the *Builders' Lien Act* in respect of JMB's interest in the Havener Land as evidenced by the Caveat.

Municipality Lands

34. On May 15, 2020, RBEE registered a builder's lien at the Alberta Land Titles Office as registration No. 202 106 439 against the Plan 0928625 Land.
35. Attached to this Affidavit as Exhibit "N" is a copy of RBEE's lien registered against the Plan 0928625 Land.
36. RBEE also claims a builder's lien against the Municipality Quarter Section.
37. I have reviewed certain materials filed in the within action, including the Order pronounced by Justice K.M. Eidsvik on May 20, 2020 and filed in the within action on May 21, 2020 (the "Lien Claims Order")
38. Paragraph 3(k) of the Lien Claims Order defines the "Lands" to which the Lien Claims Order applies to mean the Municipality Quarter Section.
39. Accordingly, in addition to the liens filed by RBEE to date, RBEE seeks to enforce all rights and remedies ordinarily available to it under the *Builders' Lien Act* with respect to the Municipality Quarter Section (defined in the Lien Claim Order as the "Lands").
40. I make this affidavit in support of the Notice of RBEE Aggregate Consulting Ltd. in response to the Lien Claim Order.
41. I swear this Affidavit despite not being physically present before the commissioner, but having been linked with the commissioner utilizing video technology and following the process described in the Notice to Profession NPP#2020-01: Remote Commissioning of Affidavits for Use in Civil and Family Proceedings During the COVID-19 Pandemic.



CS

This is Exhibit "A" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



GS

SUBCONTRACTOR SERVICES AGREEMENT

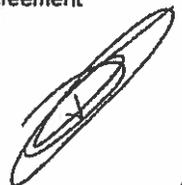
JMB CRUSHING SYSTEMS INC.

&

R BEE AGGREGATE CONSULTING LTD.

31460765.6

Services Agreement



175

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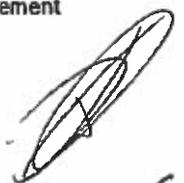
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SUBCONTRACTOR SERVICES AGREEMENT

(JMB Contract No. C397-001)

THIS AGREEMENT is effective the 25th day of February, 2020.

BETWEEN:

JMB CRUSHING SYSTEMS INC., a body corporate having an office in the Town of Bonnyville in the Province of Alberta
(the "Company")

AND:

R BEE AGGREGATE CONSULTING LTD., a body corporate having an office in the Town of Gibbons in the Province of Alberta
(the "Subcontractor")

WHEREAS:

- A. the Company is a party to a terms and conditions agreement dated **November 1, 2013** with **The Municipal District of Bonnyville No. 87**, as amended from time to time thereafter, in respect of certain services (the "Prime Contract");
- B. the Company wishes to engage the Subcontractor as subcontractor to provide certain services, being the Services, for the Company under the Prime Contract at the direction of the Company's designate; and
- C. the Company and the Subcontractor have agreed to enter into this Agreement to provide for the terms and conditions of such engagement.

THEREFORE in consideration of the agreements and covenants set out in this Agreement, the Company and the Subcontractor agree as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

"Agreement" means this subcontractor services agreement, including all Schedules attached hereto;

"Business Day" means any day other than Saturday, Sunday or statutory holiday in the Province of Alberta;

"COR" has the meaning set out in Section 2.7(a);

"Des 1 Class 12.5" has the meaning set out in Schedule A;

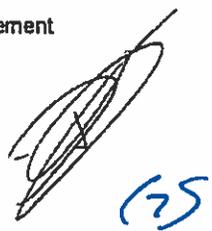
"Des 2 Class 16" has the meaning set out in Schedule A;

"Fees" has the meaning set out in Section 3.1;

"Holdback Amount" has the meaning set out in Section 3.2(b);

"Notice" has the meaning set out in Section 8.11;

Services Agreement

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"Parties" means the Company and the Subcontractor, and "Party" means any one of them;

"Prime Contract" has the meaning set out in recital A;

"Product" or "Products" means the products produced from the Subcontractor's performance of the Services, being Des 1 Class 12.5 and/or Des 2 Class 16, as context requires.

"Services" means the services to be performed by the Subcontractor pursuant to this Agreement in respect of the production of the Products, as described in Schedule A attached hereto together with all other services, functions and responsibilities described in this Agreement and all ancillary services required to provide such services;

"Statutory Declaration" means a statutory declaration materially in the form as set forth in Schedule C, confirming that in respect of the invoiced Services, the Subcontractor has carried out its obligations hereunder and with respect to any applicable third party creditors; and

"Work Package" has the meaning set out in Schedule A.

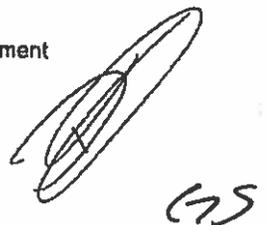
1.2 Construction and Interpretation

In this Agreement, including the recitals to this Agreement, except where expressly stated to the contrary or the context otherwise requires:

- (a) the recitals and headings to Sections and Schedules are for convenience only and will not affect the interpretation of this Agreement;
- (b) each reference in this Agreement to "Section" and "Schedule" is to a Section of, and a Schedule to, this Agreement;
- (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
- (d) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (e) all references to amounts of money mean lawful currency of Canada;
- (f) an accounting term has the meaning assigned to it, and all accounting matters will be determined, in accordance with Canadian generally accepted accounting principles consistently applied;
- (g) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning;
- (h) the words "include" and "including" are to be construed as meaning "including, without limitation"; and
- (i) this Agreement shall be construed as though both Parties drafted it.

1.3 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in therein.

A handwritten signature consisting of a large, stylized loop, followed by the initials "GS" written in a cursive style.

2. SERVICES

2.1 Appointment

The Company hereby appoints the Subcontractor, and the Subcontractor hereby accepts the appointment, to perform the Services set out in Schedule A at the direction of the Company's representative set forth in Section 8.11. For greater certainty, nothing in this Agreement will purport to: (a) grant any right, power or authority, on behalf of or in the name of the Company, to participate in the management, direction or control of the Company or to relieve the Company of its obligations; and (b) provide the Subcontractor with any rights or title to the property of the Company for which the Services are being provided.

2.2 Application of the Prime Contract

The Company confirms that all relevant information and terms and conditions applicable to the Services from the Prime Contract have been made available to the Subcontractor or incorporated into Schedule A attached hereto. The Subcontractor confirms that such information, terms and conditions from the Prime Contract shall apply to this Agreement and that the Subcontractor shall comply and discharge all such subcontracted obligations under the Prime Contract, including in accordance with Schedule A. In the event any amendments to the Prime Contract that are applicable to the Services are agreed by the Company and its counterparty under the Prime Contract, the Company shall provide a reasonably detailed Notice thereof to the Subcontractor, and such amendments to the Prime Contract shall apply hereto. In the event of any conflict between the Prime Contract and this Agreement, the terms and conditions of this Agreement shall prevail, but only as necessary to resolve such conflict.

2.3 Term

This Agreement will be effective from the effective date until the earlier of:

- (a) the date on which each of the Subcontractor and the Company have fulfilled their obligations pursuant to this Agreement and any duties so subcontracted by Company to the Subcontractor under the Prime Contract, including the completion of the Services for both Work Packages, to the satisfaction of the Company, as confirmed by the Company by Notice; and
- (b) the date this Agreement is terminated in accordance with Section 4.

2.4 Standard of Care

The Subcontractor shall, at its expense, use reasonable efforts to ensure that: (a) the Services are performed continuously and diligently and in a good and workmanlike manner with a level of effort and a degree of care, skill and diligence normally provided by a qualified and experienced industry participant performing services similar to the Services in relation to services similar to those described in the Prime Contract and this Agreement; (b) no person, property, right or privilege is injured, damaged or infringed by reason of the activities of the Subcontractor or any member of its personnel, whether it is an employee, director, officer, agent or other representative of the Subcontractor, in the performance of the Services or any part thereof; (c) the health and safety of all persons employed in the performance of the Services is not endangered; and (d) any liens registered in any way relating to the Services are promptly vacated and discharged therefrom and any litigation against the Company pertaining thereto is immediately released. The Company may direct the Subcontractor to do such things or to refrain from doing anything which the Company considers reasonable and necessary to promote the objectives of this Section 2.4 and the Subcontractor shall at its expense comply with all such directions.

2.5 Subcontractor's Representations

The Subcontractor represents and warrants to the Company that:

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- (a) it has and will have over the entire term of this Agreement the necessary personnel, office, equipment, organization, professional qualifications, permits, licences and expertise in order to provide the Services according to generally prevailing industry standards;
- (b) it shall act only in the best interests of the Company in carrying out its responsibilities, duties and obligations under this Agreement;
- (c) it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the performance of the Subcontractor's obligations under this Agreement have been duly authorized by all necessary corporate action on the part of the Subcontractor; and
- (d) it is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, collective agreement, obligation, instrument, charter or by-law provision, statute, regulation, order, judgment, decree, licence, permit or law which would be violated, contravened or breached as a result of the execution and delivery of this Agreement or the performance by the Subcontractor of any of its obligations under this Agreement.

2.6 Compliance with Company Policies

The Subcontractor acknowledges and agrees that it will comply with all relevant policies and procedures of the Company, including with respect to health and safety practices, in its performance of the Services pursuant to this Agreement, and that it has had a chance to review same to its satisfaction prior to executing this Agreement.

2.7 Subcontractor's Certifications and Information

Prior to or concurrently with the execution of this Agreement, the Parties acknowledge and agree that the Subcontractor has provided reasonably satisfactory copies of the following to the Company:

- (a) the Subcontractor's Certificate of Recognition ("COR") or Small Employer COR, issued by Alberta Labour and Alberta Association for Safety Partnerships;
- (b) the Subcontractor's account number and coverage with the Workers' Compensation Board (Alberta); and
- (c) proof of the Subcontractor's insurance coverage, which is in accordance with the requirements of Section 5.4.

2.8 Compliance with Laws

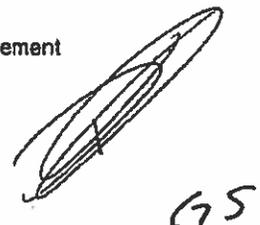
In performing the Services, the Subcontractor will comply with all applicable laws.

2.9 Qualified Personnel

The Subcontractor will provide professional personnel who have the qualifications, experience and capabilities to perform the Services.

2.10 Replace Personnel

If the Company reasonably objects to the performance, experience, qualifications or suitability of any of the Subcontractor's personnel then the Subcontractor will, on written request from the Company, replace such personnel, within 10 Business Days from the receipt of the written request from the Company.



2.11 Independent Contractor

The Parties acknowledge that in entering into this Agreement and in performing the Services, the Subcontractor has and will have the status of an independent contractor and that nothing in this Agreement will contemplate or constitute the Subcontractor as a partner or employee of the Company for any purpose, and is exclusively a contract for service.

3. FEES AND PAYMENT

3.1 Fees

The Company will pay to the Subcontractor the fees and disbursements described in Schedule B (the "Fees") plus applicable taxes.

3.2 Payment Terms

- (a) The Subcontractor will submit monthly invoices to the Company for Fees (plus all applicable taxes) related to Services provided in the previous month in respect of the Work Packages, along with a Statutory Declaration in each case. Subject to the Holdback Amount in accordance with Section 3.2(b), the Company will pay all invoices within the earlier of: (i) 45 days from the date of such invoice from the Subcontractor; and (ii) 5 Business Days of the date of receipt by the Company of the corresponding payment from the counterparty under the Prime Contract. For certainty, the Company will have no obligation to pay the Subcontractor until Subcontractor has provided a Statutory Declaration in respect of any invoices for Fees.
- (b) In the Company's payment of any Fee invoices issued by the Subcontractor hereunder for the provision of Services, the Company shall be entitled to withhold an amount equal to 10% of the invoiced Fees for both Work Packages (the "Holdback Amount"), which will be paid to the Subcontractor as follows:
 - (1) upon the completion of both Work Packages and in connection with the termination of this Agreement pursuant to Section 2.3(a), the Subcontractor will provide its final invoices for Fees of the Work Packages and a corresponding Statutory Declaration in accordance with Section 3.2(a);
 - (2) at any time, the Company shall be entitled to a reasonable period of time to conduct verification activities in respect of the Work Packages, including drone surveys and reviewing county scale tickets, with the Company acting in good faith to complete such verification to its reasonable satisfaction; provided that if the Company cannot verify the completion of the Work Packages to its reasonable satisfaction, the Subcontractor will cooperate, acting reasonably, to assist the Company in its verification, and
 - (3) upon the completion of Sections 3.2(b)(1) and 3.2(b)(2) to the Company's reasonable satisfaction, the Company shall pay the entire Holdback Amount to the Subcontractor in accordance with Section 4.4.
- (c) If the Company disputes any portion of an invoice for Fees or cannot reasonably verify pursuant to Section 3.2(b)(2), then the Company shall notify the Subcontractor with details of the disputed amount and the Company may withhold the disputed amount, including, where applicable, portions of the Holdback Amount. For certainty, the Company is not

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required to pay Fees for Services that are not performed to the Product specifications and other requirements of this Agreement. Disputed amounts hereunder may be subject to adjustments, as agreed to in writing by the Parties from time to time. If the Company and Subcontractor cannot resolve such disputed amounts, then the issue shall be referred to dispute resolution in accordance with Section 6.

- (d) The Subcontractor acknowledges that all costs and expenses directly and indirectly related to the performance of the Services are included within the applicable amounts paid by the Company through the Fees, which shall be the only amounts payable by the Company for the Services. From the Fees paid to the Subcontractor by the Company, the Subcontractor is deemed to hold the required amounts in trust that are required to pay for any salaries, wages, compensation, overtime pay, statutory holiday pay, vacation pay, entitlements, statutory withholdings and other required contributions and applicable taxes, and that the Subcontractor shall pay such foregoing amounts from such trust funds.
- (e) The Company may set-off and deduct any amounts payable to the Subcontractor against any financial obligation that the Subcontractor owes to the Company.

3.3 Records

- (a) If the Company reasonable requests, then the Subcontractor shall provide the Company daily, weekly, or monthly reports of labour hours by task, equipment hours and materials chargeable to the Company in accordance with Schedule B in connection with the Services. The Company shall approve or dispute in part or in whole such reports within 48 hours of receipt of the report otherwise it shall be deemed to be accepted.
- (b) The Subcontractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to disbursements. On request from the Company, the Subcontractor will make the records available open to audit examination by the Company at any time during regular business hours during the time the Subcontractor is providing the Services and for a period of 2 years after the expiry of this Agreement.

4. TERMINATION

4.1 Termination by Company

The Company may terminate this Agreement if the Subcontractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Company may, without prejudice to any other right or remedy the Company may have, terminate this Agreement by giving the Subcontractor or receiver or trustee in bankruptcy Notice; or if the Subcontractor materially breaches its obligations under this Agreement and any such breach is not remedied to the reasonable satisfaction of the Company within 10 Business Days after delivery of Notice from the Company to the Subcontractor (or such longer period as may be agreed to by the Company), then the Company may, without prejudice to any other right or remedy the Company may have, terminate this Agreement by giving the Subcontractor further Notice.

4.2 Suspension of Services

At any time and without cause, the Company may suspend the Services or any portion thereof for a period of not more than ninety (90) days by Notice to the Subcontractor which will fix the date on which the Services will be resumed. The Subcontractor shall resume the Services on the date so fixed.

4.3 Termination by Subcontractor

The Subcontractor may terminate this Agreement if the Company is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Subcontractor may, without prejudice to any other right or remedy the Subcontractor may have, terminate this Agreement by giving the Company or receiver or trustee in bankruptcy Notice; or if the Company materially breaches its obligations under this Agreement and any such breach is not remedied to the reasonable satisfaction of the Subcontractor within 10 Business Days after delivery of Notice from the Subcontractor to the Company (or such longer period as may be agreed to by the Subcontractor), then the Subcontractor may, without prejudice to any other right or remedy the Subcontractor may have, terminate this Agreement by giving the Company further Notice.

4.4 Payment on Termination

Within sixty (60) days or in accordance with the invoicing process set forth in Section 3.2, termination of this Agreement in accordance with Sections 2.3(a), 4.1 or 4.3, the Company will pay the Subcontractor's outstanding and unpaid Fees for services rendered by the Subcontractor up to the effective date of termination, including the Holdback Amount; provided that if this Agreement is terminated by the Company pursuant Section 4.1, the Company shall be entitled to deduct reasonable costs incurred by the Company as a result of such termination from the amounts paid to the Subcontractor in connection with this Section 4.4.

5. INDEMNITY AND INSURANCE

5.1 Indemnification by Subcontractor

The Subcontractor will be liable to, and will as a separate and independent covenant, indemnify and save harmless the Company, its respective subsidiary and affiliated companies, and all of its directors, officers, employees, agents, representatives and indemnities, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which any of the Company's indemnified parties incur, suffer or are put to arising out of or in connection with:

- (a) any failure, breach, misrepresentation, breach of representation or warranty or non-fulfillment of any covenant or obligation on the part of the Subcontractor under this Agreement or any wrongful or negligent act, error or omission of the Subcontractor or any official, director, employee, agent, sub-consultant or representative of the Subcontractor; and
- (b) any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses arising from third parties or incident to any of the matters in Section 5.1(a),

except to the extent caused or contributed by breach of any provision of this Agreement by the Company, its directors, officers, employees, agents or representatives or any negligent act, omission or willful misconduct of or by any of them.

5.2 Indemnification by Company

The Company will indemnify and save harmless the Subcontractor and all of its directors, officers, employees, agents, representatives and indemnities, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Subcontractor's indemnified parties incur, suffer or are put to arising out of or in connection with:

- (a) any wrongful or negligent act of the Company or any official, employee, agent of the Company (other than the Subcontractor); and
- (b) any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses arising from or incident to any of the matters in Section 5.2(a),

except to the extent caused or contributed by breach of any provision of this Agreement by or any negligent act, omission or willful misconduct of or by the Subcontractor, its directors, officers, employees, agents or representatives, indemnities or any of them.

5.3 Limitation of Liability

- (a) The Subcontractor's maximum liability to the Company in connection with any claim made by the Company in respect of the Services or this Agreement will not exceed the total amount of Fees anticipated to be paid under this Agreement in connection with the Prime Contract.
- (b) The Company's maximum liability to the Subcontractor in connection with any claim made by the Subcontractor in respect of this Agreement will not exceed the total amount of Fees anticipated to be paid under this Agreement in connection with the Prime Contract.
- (c) Neither Party shall be obligated to indemnify the other Party or its respective representatives to the extent that any losses suffered by such indemnified Party are paid in settlement from any applicable insurance policy.

5.4 Insurance

The Subcontractor will at its own cost and expense at all times during the term of this Agreement and for twelve (12) months following the completion of this Agreement, maintain the following policies of insurance:

- (a) comprehensive general liability insurance with a minimum of \$5,000,000 each occurrence, covering personal injury (including death) and property loss or damage, which at a minimum cover liabilities associated with or arising from the Subcontractor's premises, property or operations, and broad form contractual liability;
- (b) any applicable statutory workers' compensation insurance (as required in the jurisdiction where the Services are being performed or the employee is being employed) covering the Subcontractor's employees;
- (c) Automobile liability insurance covering all licensed automotive equipment used in connection with the Services with a minimum amount per occurrence of not less than \$5,000,000 covering the Subcontractor's automobiles; or as required by law, whichever is greater. Such insurance shall name the Company as Additional Insured; and
- (d) "All Risk" insurance in respect of the Subcontractor's office, plant and construction equipment, including tools and mobile equipment owned, rented or leased by the Subcontractor and automobiles not forming part of the permanent project works. Such insurance shall contain an issuer's waiver of all rights of subrogation against the Company or Company's assigns. Any deductible that is taken by the Subcontractor shall be for the account of the Subcontractor and shall have no right to claim back or subrogate against the Company.

5.5 No Consequential Damages

The liability of each Party with respect to a claim against the other under this Agreement is limited to direct damages only and neither Party will have any liability whatsoever for consequential or indirect loss or damage (such as, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity and increased cost of capital, financing or overhead) incurred by the other Party except for third party damages of such other Party caused by the gross negligence or wilful misconduct of a Party.

6. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be settled through good faith negotiations between both Parties. In the case that no settlement can be reached through such negotiations, either Party may commence an action in respect of the dispute directly to the Courts of the Province of Alberta.

7. CONFIDENTIALITY

Confidential Information means all non-public information, whether disclosed before or after the effective date of this Agreement, that is conveyed from the one Party to the other, orally or in electronic or tangible form, or otherwise obtained by the receiving Party through observation or examination of the disclosing Party's operations or Confidential Information, and (i) is marked as "confidential," (ii) is orally designated by as "confidential" and confirmed in writing within thirty (30) days of disclosure, or (iii) due to the circumstances surrounding its disclosure would be reasonably construed as "confidential." Confidential Information does not include any information which (a) was rightfully in the possession of the Subcontractor prior to receiving it from the Company, (b) is independently developed by the Subcontractor without use of or reliance upon the Confidential Information from the Company, (c) was in the public domain at or subsequent to the time of disclosure (through no breach of the Subcontractor) or (d) is obtained in good faith from a third Party not under any obligation of confidentiality.

The Subcontractor acknowledges it has acquired and will acquire Confidential Information of the Company in connection with the performance of the Services. The Subcontractor shall:

- (a) during the term of this Agreement and indefinitely thereafter, treat Confidential Information as strictly confidential and shall not disclose or permit the disclosure of Confidential Information except to those officers and employees of the Subcontractor with a need to know, and upon whom confidentiality obligations have been imposed, or except as required by law;
- (b) during the term of this Agreement and for two years thereafter, not make use of Confidential Information other than as required for the sole and exclusive purpose of performing the Services; and
- (c) promptly return to the Company, upon written request, or provide confirmation of destruction of, all Confidential Information.

8. GENERAL

8.1 Entire Agreement

This Agreement contains the entire agreement of the Parties regarding the performance of the Services and no understandings or agreements, oral or otherwise, exist between the Parties except as expressly set out in this Agreement.

8.2 Amendment

This Agreement may be amended only by agreement in writing, signed by both Parties.

8.3 Changes

Changes to Schedule A – Services and Schedule B – Fees may occur from time to time. Such changes must be amended in writing and signed by both Parties.

8.4 Non-Exclusivity

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the term of this Agreement, to engage or contract with third parties for the provision of services similar to the Services.

8.5 Independent Legal Counsel

The Parties acknowledge that they have each had the opportunity to obtain independent legal counsel with respect to the terms of this Agreement and that each Party has understood and accepted that advice and obtained such counsel or waived obtaining such counsel.

8.6 Assignment and Enurement

This Agreement shall not be assigned by either Party, without the prior consent of the other Party which shall not to be unreasonably withheld. This Agreement shall be binding upon the Parties respective administrators, trustees, receivers, successors and permitted assigns.

8.7 Unenforceability

If any provision of this Agreement is invalid or unenforceable, it will be severed from the Agreement and will not affect the enforceability or validity of the remaining provisions of the Agreement.

8.8 Waiver

No waiver by either Party of any breach by the other Party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

8.9 Force Majeure

- (a) In this Section 8.9, "Event of Force Majeure" means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, earthquakes, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or statutory authorities (providing that such orders are not issued nor any such labour disputes occasioned as a result of an act or omission of either Party, or any one employed or retained by either Party), freight embargoes or power failures, or any event or circumstance which reasonably constitutes a material disabling event or circumstance, which is beyond the reasonable control of a Party, which does not arise from the neglect or default of a Party, and which results in material delay, interruption or failure by a Party in carrying out its duties, covenants or obligation under this Agreement, but which does not mean or include any delay caused by a Party's lack of funds or financial condition.
- (b) If any Party is *bona fide* delayed or hindered in or prevented from the performance of any obligation, covenant or other act required under this Agreement, by reason of an Event of Force Majeure, the said Party will be relieved from the fulfillment of such obligation,

covenant or act during the period of such interruption and the period for the performance of any such obligation, covenant or other act will be extended for a period equivalent to the period of such delay.

8.10 Language

All communication and documentation will be in English unless agreed otherwise.

8.11 Notices

Any notice, approval, election, demand, direction, consent, designation, request, agreement, instrument, certificate, report or other communication required or permitted to be given or made under this Agreement (each, a "Notice") to a Party must be given in writing. A Notice may be given electronically by electronic mail, and will be validly given if transmitted on a Business Day by email addressed to the following Party:

To the Company:

JMB Crushing Systems Inc.
Attention: Jason Panter
Email: jasonpanter@jmbcrush.com
With a copy to: admin@jmbcrush.com

To the Subcontractor:

R Bee Aggregate Consulting Ltd.
Attention: David Howells
Email: david@rbcrushing.ca

or to any other e-mail address or individual that the Party designates in writing in accordance with this Section.

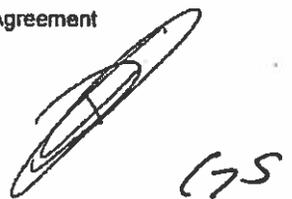
8.12 Time

Time is of the essence of this Agreement.

8.13 Counterparts

This Agreement may be executed in counterparts. Electronic signatures are binding and are considered to be original signatures.

(Signature page follows)

A handwritten signature in black ink, consisting of several overlapping loops, is written over the text 'Services Agreement'. To the right of the signature, the initials 'CS' are written in a similar black ink.

IN WITNESS WHEREOF the Parties have duly executed this Agreement effective as of the day and year first above written.

March 4/20

COMPANY:

SUBCONTRACTOR

JMB CRUSHING SYSTEMS INC.

R BEE AGGREGATE CONSULTING LTD.

By 
Authorized Representative

By  (PRES)
Authorized Representative

By _____
Authorized Representative

Jeff Buck
President

By BERNIE REED
Authorized Representative



SCHEDULE A

SERVICES

The Subcontractor shall provide the following services for and on behalf of the Company under the Prime Contract, which shall comprise the Services:

Products and Specifications

- The Subcontractor will perform crushing services of rock and gravel for the Company, with such rock and gravel sourced from the Company's properties and using only the Subcontractors equipment and tools, to produce the following aggregate Products in usable form, all as required by the Prime Contract:

- (1) Modified Designation 1 Class 12.5 mm in accordance with the following specifications in the table below from Alberta Transportation ("Des 1 Class 12.5"):

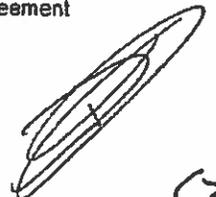
DESIGNATION	1
CLASS (MM)	12.5
	12 500
	100
	10 000
	83-92
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	5000
	55-70
	1250
	26-45
	830
	18-38
	315
	12-30
	160
	8-20
	80
	4-20
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)	60+
PLASTICITY INDEX (PI)	NP
L.A. ABRASION LOSS PERCENT MAXIMUM	40

- (2) Modified Designation 2 Class 16 mm in accordance with the following specifications in the table below from Alberta Transportation ("Des 2 Class 16"):

DESIGNATION	2
CLASS (MM)	16
	1800
	100
	12 500
	89-100
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	10 000
	78-94
	5000
	55-70
	1250
	26-45
	830
	18-38
	315
	12-30
	160
	8-20
	80
	4-10
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)	60+
PLASTICITY INDEX (PI)	NP
L.A. ABRASION LOSS PERCENT MAXIMUM	50

- For certainty, the product specifications set out above, or otherwise agreed by the Parties in writing, shall be described generally as crushed gravel being Des 1 Class 12.5 and Des 2 Class 16.
- Upon completion of the crushing Services to the specifications as set forth above, the Subcontractor shall stockpile each of the Products separately on the Company's property, as directed by the Company from time to time and in accordance with good industry practices.

Services Agreement



Product Sourcing

- The Des 1 Class 12.5 Product will be sourced from the pit owned by the Company known as Shankowski and located at SW 21-56-7-4.
- The Des 2 Class 16 Product will be sourced from the pit owned by the Company known as Shankowski and located at SW 21-56-7-4.
- The Company will complete any required stripping work prior to the Subcontractor providing the Services.
- The Company will ensure reasonable access to the properties of the Company in relation to the provision of Services hereunder.

Product Quantity

- In completing the Services, the Subcontractor will crush and do any ancillary pit work (including gravel marshalling) to provide the following quantities of Products to the required specifications:
 - (1) 50,000 tonnes of Des 1 Class 12.5; and
 - (2) 150,000 tonnes of Des 2 Class 16

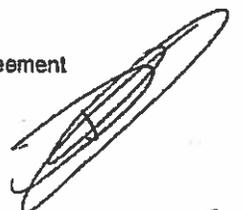
For certainty, the completion of the Services by the Subcontractor for each Product in the quantities set forth in (1) and (2) above shall be each a "Work Package".

Timing of Services

- Prior to May 15, 2020, unless otherwise directed by the Company in writing from time to time, the Subcontractor shall complete both Work Packages to the Company's reasonable satisfaction, as required by this Agreement.

Quality Control

- The Subcontractor will ensure that the quality of the Products meet the specifications herein.
- The Subcontractor will ensure that the variances from the specifications for Products do not deviate more than two percent (2%) from the required specifications. If the variance from the Product specifications continues to deviate from the required specifications for more than two (2) samplings by the Company without satisfactory correction by the Subcontractor, until the required specifications are met to the satisfaction of the Company, the Company reserves the right to reject Products that do not meet the required specifications. Should such deviation occur the Company will notify the Subcontractor by Notice prior to any further action.
- The Subcontractor will cooperate reasonably with the Company to allow the Company to perform its required quality control activities pursuant to the Prime Contract.



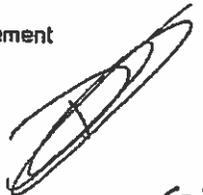
SCHEDULE B

FEES

The Subcontractor shall be reimbursed on a cost basis for its Services at the following rates for each of the Products (always in accordance with the requirements of Schedule A):

- (1) Des 1 Class 12.5: \$11.00 per tonne
- (2) Des 2 Class 16: \$6.00 per tonne

For certainty, the Subcontractor shall not be entitled to any reimbursement or other disbursement aside from as set out above, unless the Company expressly agrees in writing prior to the date that such expenses are incurred by the Subcontractor.



SCHEDULE C

FORM OF STATUTORY DECLARATION

In respect of the Subcontractor Services Agreement (the "Agreement") dated _____, 2020 between JMB Crushing Services Inc. (the "Company") and R Bee Aggregate Consulting Ltd. (the "Subcontractor")

TO WIT:

I, _____, in the _____ in the Province of Alberta, do solemnly declare that:

- 1. I am an officer of the Subcontractor holding the office of _____ and as such have personal knowledge of this Agreement and of the facts and matters stated herein;
- 2. the Subcontractor has discharged its obligations to date under the Agreement, subject to any listed exceptions below;
- 3. the Subcontractor has made full payment to all creditors for all labour, equipment, materials and services used in the performance of the Agreement to date, including to the Workers' Compensation Board and any applicable governmental authorities as required by law, subject to any listed exceptions below; and
- 4. there are no outstanding amounts or holdbacks retained from any such creditor, subject to any listed exceptions below.

Exceptions: [No Exceptions]

I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DATED _____

Signature of Declarant

DECLARED before me, _____, in the _____, in the Province of Alberta

DATED _____

A Commissioner for Oaths in and for the Province of Alberta

This is Exhibit "B" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



675



175

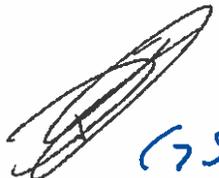
This is **Exhibit "C"** referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020


A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor


675

DANYLUK, R

DANYLUK, R

SHANKOWSKI, J BOYKO, O

20

21

COUNTY
OF ST.
PAUL
NO. 19

DANYLUK, R

SHANKOWSKI, J BOYKO, O

PISTOL
PETE'S
CONTRACTING
LTD.

BOYKO, O

PROSKIW,
G & D

HAVENER,
G & H

HAVENER, G

17

16

HAVENER, G

HAVENER, G

DANYLUK, P

SMITH, S & J

[Handwritten signature]
175

This is **Exhibit "D"** referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



175



CERTIFIED COPY OF
Certificate of Title

8

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

TITLE NUMBER: 172 269 783 +5
ROAD PLAN
DATE: 16/10/2017

AT THE TIME OF THIS CERTIFICATION

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

IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

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

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Contains two entries regarding utility rights and caveats.

(CONTINUED)

Handwritten signature and number 175

Certificate of Title

SHORT LEGAL 4;7;56;21;NW,SW
 NAME JERRY SHANKOWSKI
 NUMBER 172 269 783 +5

ENCUMBRANCES, LIENS & INTERESTS

**REGISTRATION
 NUMBER**

DATE (D/M/Y)

PARTICULARS

ALBERTA T2P2G1
 AGENT - DONNA FELLOWS
 AFFECTED LAND: 4;7;56;21;SW
 (DATA UPDATED BY: CHANGE OF NAME 042462560)

202 104 972 13/05/2020 BUILDER'S LIEN
 LIENOR - J.R. PAINE & ASSOCIATES LTD.
 C/O SCOTT LAW
 17505 106 AVE
 EDMONTON
 ALBERTA T5S1E7
 AGENT - JOHN SCHRODER
 AMOUNT: \$64,207

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

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE
 REPRESENTED HEREIN THIS 15 DAY OF MAY ,2020



SUPPLEMENTARY INFORMATION

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19
 REFERENCE NUMBER:
 152 341 245 +2
 TOTAL INSTRUMENTS: 004

[Handwritten signature]
 125

This is Exhibit "E" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



GS



CERTIFIED COPY OF
Certificate of Title

S

LINC
0037 711 496

SHORT LEGAL
4;7;56;16;NW

TITLE NUMBER: 172 269 783 +2
ROAD PLAN
DATE: 16/10/2017

AT THE TIME OF THIS CERTIFICATION

HELEN HAVENER
OF BOX 598, ELK POINT
ALBERTA T0A 1A0
AS TO AN UNDIVIDED 1/2 INTEREST

GAIL CHARLENE HAVENER
OF BOX 608, ELK POINT
ALBERTA T0A 1A0
AS TO AN UNDIVIDED 1/2 INTEREST

ARE THE OWNERS OF AN ESTATE IN FEE SIMPLE
OF AND IN

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 16

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

Table with 3 columns: Description, HECTARES, (ACRES) MORE OR LESS. Includes entries for ROAD, and boundary descriptions for plans 4286BM and 1722948.

EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER-
WRITTEN OR ENDORSED HERON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

Table with 3 columns: NUMBER, DATE (D/M/Y), PARTICULARS. Lists registration details for caveats dated 19/07/1988 and 06/01/1997.

(CONTINUED)

Handwritten signature and number 25

CERTIFIED COPY OF
Certificate of Title

PAGE 2

SHORT LEGAL 4;7;56;16;NW
NAME HELEN HAVENER ET AL
NUMBER 172 269 783 +2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER

DATE (D/M/Y)

PARTICULARS

BOX 6926, STATION "D"
CALGARY
ALBERTA T2P2G1
AGENT - DONNA FELLOWS
(DATA UPDATED BY: CHANGE OF NAME 042462572)

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

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

202 104 972 13/05/2020 BUILDER'S LIEN
LIENOR - J.R. PAINH & 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 - RBEI AGGREGATE CONSULTING LTD.
C/O PUTNAM & LAWSON
9702-100 STREET
MORINVILLE
ALBERTA T8R1G3
AGENT - MAXWELL C PUTNAM
AMOUNT: \$1,270,791

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE
REPRESENTED HEREIN THIS 15 DAY OF MAY ,2020



SUPPLEMENTARY INFORMATION

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19
REFERENCE NUMBER:
072 148 823
TOTAL INSTRUMENTS: 006

Handwritten signature and initials (SL) in the bottom right corner.

This is Exhibit "F" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



GS

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002170374

ORDER NUMBER: 39385587

ADVISORY

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

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

A handwritten signature in black ink, consisting of several overlapping loops, is located in the bottom right corner of the page. Below the signature, the initials "CS" are written in a similar handwritten style.

002-378374-000



CAVEAT

TO THE REGISTRAR OF THE NORTH ALBERTA LAND REGISTRATION DISTRICT
TAKE NOTICE THAT **JMB CRUSHING SYSTEMS LTD.**, of Box 478, Elk Point, Alberta, T0A 1A0 (the "Caveator"), claims an interest in the hereinafter described lands pursuant to an Aggregates Royalty Agreement, in writing, dated the 2nd day of March, A.D., 1999, between Roland Havener, also known as Roland John Havener, Helen Havener, Christopher Havener, also known as Christopher John Havener and Gail Havener, also known as Gail Charlene Havener as Vendors and the Caveator as Purchaser, in:

THE NORTH WEST QUARTER OF SECTION SIXTEEN (16)
TOWNSHIP FIFTY SIX (56)
RANGE SEVEN (7)-
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT: A) 0.0004 HECTARES (0.001 ACRE) MORE
OR LESS AS SHOWN ON ROAD PLAN 4286BM

B) ALL THAT PORTION OF THE SAID QUARTER SECTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH WEST CORNER OF THE SAID QUARTER, THENCE
EASTERLY ALONG THE SOUTH BOUNDARY ONE HUNDRED AND TEN (110) METRES,
THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY TO THE SAID
QUARTER ONE HUNDRED AND TEN (110) METRES, THENCE WESTERLY AND
PARALLEL TO THE SAID SOUTH BOUNDARY TO THE POINT ON THE WEST
BOUNDARY, THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE
POINT OF COMMENCEMENT, CONTAINING 1.21 HECTARES (3 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS.

Being lands described in Certificate of Title Number 952 082 260, standing in the register in the name of Roland John Havener, also known as Roland Havener, Helen Havener, Christopher John Havener, also known as Christopher Havener and Gail Charlene Havener, also known as Gail Havener and I forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to my claim.

I designate the following address as the place at which notices and proceedings relating hereto may be served: **JMB Crushing Systems Ltd., P.O. Box 478, Elk Point, Alberta T0A 1A0.**

002-170374-001

In witness whereof I have hereunto subscribed my name this 13 day of June, A.D., 2000.

JMB CRUSHING SYSTEMS LTD.

Per:

Gayle Beck

5

000-476374-000

AFFIDAVIT IN SUPPORT OF CAVEAT

CANADA) I, Eugene Buck
PROVINCE OF ALBERTA) of the Town of Elk Point,
TO WIT:) in the Province of Alberta

MAKE OATH AND SAY AS FOLLOWS:

1. I am agent of the within-named Caveator.
2. I believe that the Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME at the town)
of Elk Point, in the)
Province of Alberta, this 13)
day of June, A.D., 2000)
_____)
[Signature])

Eugene Buck
EUGENE BUCK

A Commissioner for Oaths in
and for the Province of Alberta

RICHARD R. HOLETON
BARRISTER & SOLICITOR

This is Exhibit "G" referred to in the
Affidavit of

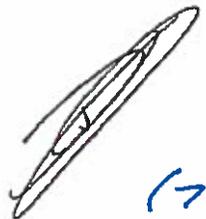
DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



175



LOT 4
952 3427

1
102 0685

1
082 8625

NE19 01-5-4

1
112 5877

2
3162

2

3
082 6482

3
082 8482

ADRIAN DR

LOT 4
082 8070

LOT 3
082 8070

LOT 2
082 8070

LOT 1
082 8070

1
082 8070

[Handwritten Signature]
125

This is Exhibit "H" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



175



CERTIFIED COPY OF
Certificate of Title

S

LINC SHORT LEGAL
0034 014 183 0928625;1;1

TITLE NUMBER: 102 054 177
TRANSFER OF LAND
DATE: 17/02/2010

AT THE TIME OF THIS CERTIFICATION

THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87.
OF 4905-50 AVE, BAG 1010
BONNYVILLE
ALBERTA T9N 2J7

IS THE OWNER OF AN ESTATE IN FEE SIMPLE
OF AND IN

PLAN 0928625
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS

SUBJECT TO THE ENCUMBRANCES, LIENS AND INTERESTS NOTIFIED BY MEMORANDUM UNDER
WRITTEN OR ENDORSED HEREON, OR WHICH MAY HEREAFTER BE MADE IN THE REGISTER.

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
002 241 364	21/08/2000	CAVEAT RE : ROAD WIDENING CAVEATOR - THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87, BAG 1010 BONNYVILLE ALBERTA T9N2J7 AGENT - ROBERT A DOONANCO
092 310 470	01/09/2009	CAVEAT RE : ROADWAY CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF TRANSPORTATION 2ND FLOOR, TWIN ATRIA BUILDING 4999 - 98 AVENUE NW EDMONTON ALBERTA T6B2X3
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
202 106 439	15/05/2020	BUILDER'S LIEN

(CONTINUED)

Certificate of Title

SHORT LEGAL 0928625;1;1
 NAME THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87
 NUMBER 102 054 177

ENCUMBRANCES, LIENS & INTERESTS

**REGISTRATION
 NUMBER**

DATE (D/M/Y) PARTICULARS

LIENOR - RBEE AGGREGATE CONSULTING LTD.
 C/O PUTNAM & LAWSON
 9702-100 STREET
 MORINVILLE
 ALBERTA T8R1G3
 AGENT - MAXWELL C PUTNAM
 AMOUNT: \$1,270,791

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE
 REPRESENTED HEREIN THIS 15 DAY OF MAY ,2020



SUPPLEMENTARY INFORMATION

VALUE: \$600,000
 CONSIDERATION: SEE INSTRUMENT
 MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87
 REFERENCE NUMBER:
 092 310 481
 AREA:
 20.22 HECTARES (49.96 ACRES) MORE OR LESS
 ATE REFERENCE:
 4;5;51;19;NE
 TOTAL INSTRUMENTS: 004

(Handwritten signature)
 175

This is Exhibit "1" referred to in the
Affidavit of

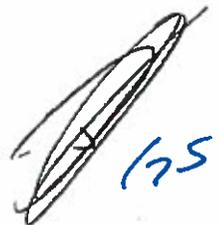
DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor





LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0034 014 175 4;5;61;19;NE 122 412 899

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 5 TOWNSHIP 61
SECTION 19
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

Table with 4 columns: EXCEPTING THEREOUT, ROAD/DESCRIPTIVE/SUBDIVISION, HECTARES (ACRES), MORE OR LESS. Rows A, B, C.

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

REFERENCE NUMBER: 092 310 481 +1

Table with 5 columns: REGISTRATION, DATE (DMY), DOCUMENT TYPE, VALUE, CONSIDERATION. Row 1: 122 412 899, 14/12/2012, TRANSFER OF LAND, \$1,100,000, \$1,100,000

OWNERS

THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87.
OF 4905-50 AVE,BAG 1010
BONNYVILLE
ALBERTA T9N 2J7

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Rows 1, 2.

(CONTINUED)

Handwritten signature and number 175

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
 # 122 412 899

REGISTRATION

 NUMBER DATE (D/M/Y) PARTICULARS

PARTIAL
 EXCEPT PLAN/PORTION: 9121747

972 184 590 25/06/1997 CAVEAT
 RE : UTILITY RIGHT OF WAY
 CAVEATOR - BONNYVILLE GAS COMPANY LIMITED.
 5509 - 45 ST
 LEDUC
 ALBERTA T9E6T6
 AGENT - MYRNA KING

982 036 883 05/02/1998 DISCHARGE OF CAVEAT 972184590
 PARTIAL
 EXCEPT PLAN/PORTION: 9722851

002 241 364 21/08/2000 CAVEAT
 RE : ROAD WIDENING
 CAVEATOR - THE MUNICIPAL DISTRICT OF BONNYVILLE NO.
 87.
 BAG 1010
 BONNYVILLE
 ALBERTA T9N2J7
 AGENT - ROBERT A DOONANCO

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

202 088 861 23/04/2020 BUILDER'S LIEN
 LIENOR - MATT SILVER TRUCKING LTD.
 PO BOX 4844
 BONNYVILLE
 ALBERTA T9N0H2
 AGENT - PRIORITY CREDIT MANAGEMENT CORP.
 AMOUNT: \$15,569

TOTAL INSTRUMENTS: 007

(CONTINUED)



THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 26 DAY OF MAY,
2020 AT 04:09 P.M.

ORDER NUMBER: 39374969

CUSTOMER FILE NUMBER: 110151-003



END OF CERTIFICATE

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

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

A handwritten signature or set of initials, possibly "CS", written in dark ink in the bottom right corner of the page.

This is Exhibit "J" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



125

RBEE Aggregate Consulting Ltd.

Box 1110
Gibbons, AB T0A 1N0

INVOICE

Invoice No.: 259
Date: Feb 01, 2020
Ship Date:
Page: 1
Re: Order No. RBJ 951 - Elk Point

Sold to:

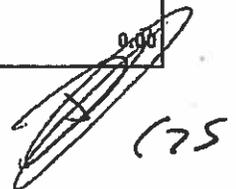
JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Ship to:

JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Business No.: 788842680RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
	Cubic Meter	39,386	RBJ 951 - Elk Point February 2020 2-16	G	6.00	236,196.00
			Subtotal:			236,196.00
			G - GST 5% GST/HST			11,809.80
Shipped By: _____ Tracking Number: _____					Total Amount	248,005.80
Comment: _____					Amount Paid	248,005.80
Sold By: _____					Amount Owing	0.00



(75)

RBEE Aggregate Consulting Ltd.Box 1110
Gibbons, AB T0A 1N0**INVOICE**Invoice No.: 266
Date: Mar 31, 2020
Ship Date:
Page: 1
Re: Order No. RBJ951 - Elk Point**Sold to:**JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4**Ship to:**JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4**Business No.:** 788842680RT0001

Item No.	Unit	Quantity	Description	Tax	Base Price	Disc %	Unit Price	Amount	
	Cubic Meter	110,634	RBJ951 - Elk Point 2-16	G	6.00		6.00	663,804.00	
			Subtotal:					663,804.00	
			G - GST 5% GST/HST					33,190.20	
Shipped By:							Tracking Number:	Total Amount	696,994.20
Comment:								Amount Paid	0.00
Sold By:								Amount Owing	696,994.20

Handwritten signature and initials, possibly 'CS', located at the bottom right of the page.

RBEE Aggregate Consulting Ltd.

Box 1110
Gibbons, AB T0A 1N0

INVOICE

Invoice No.: 270
Date: Apr 16, 2020
Ship Date:
Page: 1
Re: Order No. RBJ951

Sold to:

JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Ship to:

JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Business No.: 788842680RT0001

Item No.	Unit	Quantity	Description	Tax	Base Price	Disc %	Unit Price	Amount
			RBJ 951 - Elk Point					
	Lumpsum Tonne	1 42,448	Stripping 12.5 MM	G G	7,500.00 11.00		7,500.00 11.00	7,500.00 466,928.00
			Subtotal:					474,428.00
			G - GST 5% GST/HST					23,721.40
Shipped By: Tracking Number:							Total Amount	498,149.40
Comment:							Amount Paid	0.00
Sold By:							Amount Owing	498,149.40

RBEE Aggregate Consulting Ltd.

Box 1110
Gibbons, AB T0A 1N0

INVOICE

Invoice No.: 278
Date: May 10, 2020
Ship Date:
Page: 1
Re: Order No. PO #950158

Sold to:

JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Ship to:

JMB Crushing Systems Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Business No.: 788842690RT0001

Item No.	Unit	Quantity	Description	Tax	Base Price	Disc %	Unit Price	Amount
	Cubic Meters	6,549.62	RBJ 951 - Elk Point 2-16	G	11.00		11.00	72,045.82
			Subtotal:					72,045.82
			G - GST 5% GST/HST					3,602.29
Shipped By: Tracking Number:							Total Amount	75,648.11
Comment:							Amount Paid	0.00
Sold By:							Amount Owning	75,648.11

This is Exhibit "K" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



675

This is Exhibit "L" referred to in the
Affidavit of

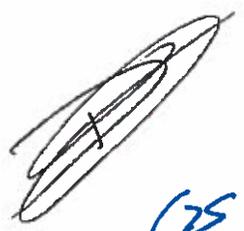
DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



CS

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

202106447

ORDER NUMBER: 39384611

ADVISORY

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

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

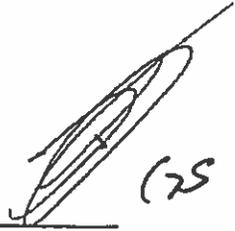
Handwritten signature and initials, possibly "C25", located in the bottom right corner of the page.

Lienholder RBEE Aggregate Consulting Ltd. Address 2100, 222 - 3 Avenue SW Calgary Alberta T2P 0B4
claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____ Name Jerry Shankowski Address 7727 - 81 Ave NW Edmonton Alberta T6C 0V4
In the following land: See attached Schedule "A".
The Lien is claimed in respect of the following work or materials: Aggregate (gravel) crushing work
which work or materials were or are to be provided for: Name of Person or Corporation: JMB Crushing Systems Inc. Address Suite 2600, 595 Burrard Street, PO Box 49314 Vancouver British Columbia V7X 1L3
<input type="checkbox"/> This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.
<input checked="" type="checkbox"/> a) The work was completed or the materials were last furnished: on April 6, 2020
- OR - <input type="checkbox"/> b) The work is <u>not</u> yet completed or all the materials have <u>not</u> yet been furnished.
The sum claimed as due or to become due is \$ 1,270,791.71
The address for service of the Lienholder in the Province of Alberta is Putnam & Lawson 9702 - 100 Street Morinville, Alberta T8R 1G3

this 14 day of May 2020
at Morinville, Alberta.

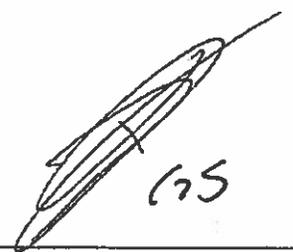

(Signature of Lienholder or Agent)

MAXWELL C. PUTNAM
BARRISTER & SOLICITOR


(25

SCHEDULE "A"
Fee Simple Interest

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



Handwritten signature and scribble, possibly including the number 175.

I, _____ of _____, Alberta named in the above (or annexed) statement make oath and say that the said claim is true.

Sworn before me at _____, Alberta

on the _____ day of _____ (Signature of Applicant)

(Commissioner for Oaths in and for the Province of Alberta) (Print Name) (Expiry Date of Commission)

- OR -

I, Maxwell C. Putnam, Barrister & Solicitor of Morinville, Alberta make oath and say:
1 That I am the agent (or assignee) of RBEE Aggregate Consulting Ltd. named in the above (or annexed) statement and have full knowledge of the facts set forth in the above (or annexed) statement.
-OR-
I am informed by David Howells of RBEE Aggregate Consulting Ltd. and believe that the facts are as set forth in the above (or annexed) statement.
2 That the said claim is true (or when deponent has been informed, that I believe that the said claim is true).

Sworn before me at Morinville, Alberta

on the 14 day of May 2020

(Signature of Applicant)

(Commissioner for Oaths in and for the Province of Alberta)

Naomi D. VanBreebaat My Commission Expires November 21, 2020 (Print Name) (Expiry Date of Commission)

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

Handwritten scribble and number 675



202106447

202106447 REGISTERED 2020 05 15
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DR# : B1546CE ADR/TTAYLOR
LINC/S: 003711520 +

[Handwritten signature]
675

This is Exhibit "M" referred to in the
Affidavit of

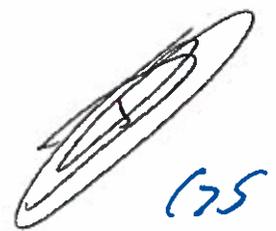
DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



175

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

202106449

ORDER NUMBER: 39384611

ADVISORY

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

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

A handwritten signature in black ink, consisting of a stylized, cursive name, followed by the initials "CS" written in a simple, blocky font.

Lienholder RBEE Aggregate Consulting Ltd.

Address 2100, 222 - 3 Avenue
Calgary, AB T2P 0B4

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

Name Helen Havener and Gail Charlene Havener

Address Helen Havener of Box 598, Elk Point, AB T0A 1A0
and
Gail Charlene Havener of Box 608, Elk Point, AB, T0A 1A0

In the following land:
See Attached Schedule A

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

which work or materials were or are to be provided for:

Name of Person or Corporation: JMB Crushing Systems Inc.

Address Suite 2600
595 Burrard Street, PO Box 49314
Vancouver, BC V7X 1L3

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

a) The work was completed or the materials were last furnished:

on April 6, 2020

- OR -

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

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

The address for service of the Lienholder in the Province of Alberta is

Putnam & Lawson
9702 - 100 Street
Morinville, AB T8R 1G3

this 14 day of May, 2020

at Morinville, Alberta.

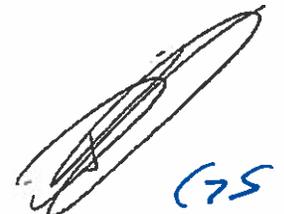

(Signature of Lienholder or Agent)

MAXWELL C. PUTNAM
BARRISTER & SOLICITOR

 675

SCHEDULE "A"
Fee Simple Interest

Title #	Title Number	Legal Description
3	172 269 783 +2	<p>MERIDIAN 4 RANGE 7 TOWNSHIP 56 SECTION 16 QUARTER NORTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 4286BM - ROAD 0.0004 0.001 B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID SAID QUARTER SECTION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY 110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH BOUNDARY TO A POINT ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT CONTAINING 1.21 3.00 C) PLAN 1722948 - ROAD 0.360 0.89 EXCEPTING THEREOUT ALL MINES AND MINERALS</p>



Handwritten signature and initials in blue ink, possibly reading "CS".

Affidavit Verifying Claim by Lienholder

I, _____ of _____, Alberta named in the above (or annexed) statement make oath and say that the said claim is true.

Sworn before me at _____, Alberta

on the ____ day of _____

(Signature of Applicant)

n.p.

(Commissioner for Oaths in and for the Province of Alberta)

(Print Name)

(Expiry Date of Commission)

- OR -

Affidavit Verifying Claim by Other Than Lienholder

I, Maxwell C. Putnam, Barrister & Solicitor of Morinville, Alberta make oath and say:
1 That I am the agent (or assignee) of RBEE Aggregate Consulting Ltd. named in the above (or annexed) statement and have full knowledge of the facts set forth in the above (or annexed) statement.
OR
I am informed by David Howells of RBEE Aggregate Consulting Ltd. and believe that the facts are as set forth in the above (or annexed) statement.
2 That the said claim is true (or when deponent has been informed, that I believe that the said claim is true).

Sworn before me at Morinville, Alberta

on the 14 day of May, 2020

(Signature of Applicant)

(Signature of Commissioner)

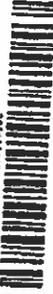
Naomi D. VanBrabant My Commission Expires November 23, 2020

(Print Name)

(Expiry Date of Commission)

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

Handwritten scribble and number 675



202109449 REGISTERED 2020 05 15
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DR# : B1546CF ADR/TTAYLOR
LINC/S: 0037711495

(Handwritten signature)
525

This is Exhibit "N" referred to in the
Affidavit of

DAVID HOWELLS

Sworn before me this 29th day
of May, 2020



A Commissioner for Oaths in and
for the Province of Alberta

Graham W. Sanson
Barrister & Solicitor



GS

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

202106439

ORDER NUMBER: 39384611

ADVISORY

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

A handwritten signature in black ink, consisting of several overlapping loops, with the initials 'CJS' written to its right.

Lienholder RBEE Aggregate Consulting Ltd. Address 2100, 222 - 3 Avenue SW Calgary Alberta T2P 0B4
claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____ Name The Municipal District of Bonnyville No. 87 Address 4905-50 Ave, Bag 1010 Bonnyville Alberta T9N 2J7
In the following land: See attached Schedule "A".
The Lien is claimed in respect of the following work or materials: Aggregate (gravel) crushing work
which work or materials were or are to be provided for: Name of Person or Corporation: JMB Crushing Systems Inc. Address Suite 2600, 595 Burrard Street, PO Box 49314 Vancouver British Columbia V7X 1L3
<input type="checkbox"/> This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.
<input checked="" type="checkbox"/> a) The work was completed or the materials were last furnished: on April 6, 2020 - OR - <input type="checkbox"/> b) The work is <u>not</u> yet completed or all the materials have <u>not</u> yet been furnished.
The sum claimed as due or to become due is \$ 1,270,791.71
The address for service of the Lienholder in the Province of Alberta is Putnam & Lawson 9702 - 100 Street Morinville, Alberta T8R 1G3

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

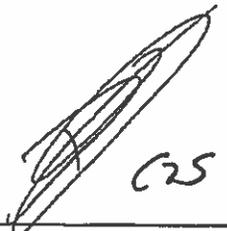

(Signature of Lienholder or Agent)

MAXWELL C. PUTNAM
BARRISTER & SOLICITOR



SCHEDULE "A"
Fee Simple Interest

Title #	Title Number	Legal Description
1	102 054 177	PLAN 0928625 BLOCK 1 LOT 1 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 20.22 HECTARES (49.96 ACRES) MORE OR LESS



Handwritten signature or initials, possibly "CS", located in the bottom right corner of the page.

Affidavit Verifying Claim by Lienholder

I, _____, of _____, Alberta named in the above (or annexed) statement make oath and say that the said claim is true.

Sworn before me at _____, Alberta

on the _____ day of _____

(Signature of Applicant)

M.P.

(Commissioner for Oaths in and for the Province of Alberta)

(Print Name)

(Expiry Date of Commission)

- OR -

Affidavit Verifying Claim by Other Than Lienholder

I, Maxwell C. Putnam, Barrister & Solicitor of Morinville, Alberta make oath and say:
1 That I am the agent (or assignee) of RBEE Aggregate Consulting Ltd. named in the above (or annexed) statement and have full knowledge of the facts set forth in the above (or annexed) statement.
-OR-
I am informed by David Howells of RBEE Aggregate Consulting Ltd. and believe that the facts are as set forth in the above (or annexed) statement.
2 That the said claim is true (or when deponent has been informed, that I believe that the said claim is true).

Sworn before me at Morinville, Alberta

on the 14 day of May, 2020

(Signature of Applicant)

(Signature of Commissioner)

Naomi D. VanBrabant My Commission Expires November 23, 2021 (Print Name)

(Expiry Date of Commission)

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

(Handwritten scribble)



202106439 REGISTERED 2020 06 15
BUYL - BUYLER'S LIEN
DOC 1 OF 1 DR# : B1546CB ADR/TAYLOR
LINC/S: 0034014183

52

COMMISSIONER'S CERTIFICATE

I, Graham W. Sanson, certify that:

1. I am the Commissioner for Oaths named in the attached Affidavit of David Howells, sworn May 29, 2020 utilizing video technology; and
2. I am satisfied that the process for the remote commissioning of the Affidavit utilizing video technology was necessary because it was impossible or unsafe, for medical reasons, for the deponent and the commissioner to be physically present together



(Commissioner for Oaths in and for the Province of Alberta)

Graham W. Sanson
Barrister & Solicitor

Notice

A Builders' Lien has been registered against your property.
A copy of the Builders' Lien and details are enclosed.

What is a Builders' Lien?

A Builders' Lien is a document registered by a person or organization giving notice that they claim to be unpaid for materials, labour or services related to improvements to your property.

But I paid in full. How can I have a lien against my property?

Often contractors hire subcontractors or trades. If those trades or suppliers remain unpaid, they may register a lien against your property

What happens next?

The person who places the lien has 180 days to file a lawsuit in the court and provide you with a Statement of Claim or the lien will lapse and no longer have any effect. Other alternatives may be available to you for dealing with a lien. You may wish to consult with a lawyer.

Am I going to lose my property?

The majority of Builders' Liens are resolved between the contractor and subcontractor or the Builders' Liens are simply abandoned. It is very rare that a Builders' Lien leads to a court ordering the sale of property.

What happens if I ignore the lien?

We do not recommend that you ignore a lien. Under the Builders' Lien Act, the lien is an initial notice that someone might take legal action to collect payment for goods or services provided to the property.

Should I call a lawyer?

If you are concerned about your situation, need more information or advice, you should contact your lawyer. The Law Society of Alberta's lawyer referral service (1-800-661-1095, toll-free) can help you find a lawyer in your area.

Please note: the Land Titles Office is a registry office and cannot provide any more information than is contained within this notice and are not able to provide any legal advice. Only a lawyer may do that.

A full copy of the document can be obtained through our website spin2@gov.ab.ca or through a Private Registry Agent.

For further information visit <https://www.alberta.ca/land-titles.aspx>

©2019 Government of Alberta | Published: February 2019

The logo for the Government of Alberta, featuring the word "Alberta" in a stylized, cursive font with a small square icon to the right.

Lienholder RBEE Aggregate Consulting Ltd.

Address 2100, 222 - 3 Avenue
Calgary, AB T2P 0B4

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

Name Helen Havener and Gail Charlene Havener

Address Helen Havener of Box 598, Elk Point, AB T0A 1A0
and
Gail Charlene Havener of Box 608, Elk Point, AB, T0A 1A0

In the following land:
See Attached Schedule A

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

which work or materials were or are to be provided for:
Name of Person or Corporation: JMB Crushing Systems Inc.

Address Suite 2600
595 Burrard Street, PO Box 49314
Vancouver, BC V7X 1L3

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

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

- OR -

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

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

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

this 14 day of May, 2020


(Signature of Lienholder or Agent)

at Morinville, Alberta.

MAXWELL C. PUTNAM
BARRISTER & SOLICITOR

PARTIAL COPY ONLY

NO. 202106449

NOTICE
OF REGISTRATION OF
BUILDER'S LIEN

SCHEDULE "A"
Fee Simple Interest

Title #	Title Number	Legal Description
3	172 269 783 +2	MERIDIAN 4 RANGE 7 TOWNSHIP 56 SECTION 16 QUARTER NORTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 4286BM - ROAD 0.0004 0.001 B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID SAID QUARTER SECTION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY 110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH BOUNDARY TO A POINT ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT CONTAINING 1.21 3.00 C) PLAN 1722948 - ROAD 0.360 0.89 EXCEPTING THEREOUT ALL MINES AND MINERALS

Notice

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But I paid in full. How can I have a lien against my property?

Often contractors hire subcontractors or trades. If those trades or suppliers remain unpaid, they may register a lien against your property

What happens next?

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Am I going to lose my property?

The majority of Builders' Liens are resolved between the contractor and subcontractor or the Builders' Liens are simply abandoned. It is very rare that a Builders' Lien leads to a court ordering the sale of property.

What happens if I ignore the lien?

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Should I call a lawyer?

If you are concerned about your situation, need more information or advice, you should contact your lawyer. The Law Society of Alberta's lawyer referral service (1-800-661-1095, toll-free) can help you find a lawyer in your area.

Please note: the Land Titles Office is a registry office and cannot provide any more information than is contained within this notice and are not able to provide any legal advice. Only a lawyer may do that.

A full copy of the document can be obtained through our website spin2@gov.ab.ca or through a Private Registry Agent.

For further information visit <https://www.alberta.ca/land-titles.aspx>

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The logo for the Government of Alberta, featuring the word "Alberta" in a stylized, cursive font with a small flag icon to the right.

Lienholder RBEE Aggregate Consulting Ltd.

Address
2100, 222 - 3 Avenue SW
Calgary
Alberta T2P 0B4

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

Name The Municipal District of Bonnyville No. 87

Address
4905-50 Ave, Bag 1010
Bonnyville
Alberta T9N 2J7

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

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

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

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

a) The work was completed or the materials were last furnished:

on April 6, 2020

- OR -

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

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

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

this 14 day of May, 2020


(Signature of Lienholder or Agent)

at Morinville, Alberta.

MAXWELL C. PUTNAM
BARRISTER & SOLICITOR

PARTIAL COPY ONLY

NO. 202106439

NOTICE
OF REGISTRATION OF
BUILDER'S LIEN

SCHEDULE "A"
Fee Simple Interest

Title #	Title Number	Legal Description
1	102 054 177	PLAN 0928625 BLOCK 1 LOT 1 EXCEPTING THEREOUT ALL MINES AND MINERALS AREA: 20.22 HECTARES (49.96 ACRES) MORE OR LESS

Notice

A Builders' Lien has been registered against your property.
A copy of the Builders' Lien and details are enclosed.

What is a Builders' Lien?

A Builders' Lien is a document registered by a person or organization giving notice that they claim to be unpaid for materials, labour or services related to improvements to your property.

But I paid in full.
How can I have a lien against my property?

Often contractors hire subcontractors or trades. If those trades or suppliers remain unpaid, they may register a lien against your property

What happens next?

The person who places the lien has 180 days to file a lawsuit in the court and provide you with a Statement of Claim or the lien will lapse and no longer have any effect. Other alternatives may be available to you for dealing with a lien. You may wish to consult with a lawyer.

Am I going to lose my property?

The majority of Builders' Liens are resolved between the contractor and subcontractor or the Builders' Liens are simply abandoned. It is very rare that a Builders' Lien leads to a court ordering the sale of property.

What happens if I ignore the lien?

We do not recommend that you ignore a lien. Under the Builders' Lien Act, the lien is an initial notice that someone might take legal action to collect payment for goods or services provided to the property.

Should I call a lawyer?

If you are concerned about your situation, need more information or advice, you should contact your lawyer. The Law Society of Alberta's lawyer referral service (1-800-661-1095, toll-free) can help you find a lawyer in your area.

Please note: the Land Titles Office is a registry office and cannot provide any more information than is contained within this notice and are not able to provide any legal advice. Only a lawyer may do that.

A full copy of the document can be obtained through our website spir2@gov.ab.ca or through a Private Registry Agent.

For further information visit <https://www.alberta.ca/land-titles.aspx>

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Lienholder RBEE Aggregate Consulting Ltd.

Address 2100, 222 - 3 Avenue SW
Calgary
Alberta T2P 0B4

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

Name Jerry Shankowski

Address 7727 - 81 Ave NW
Edmonton
Alberta T6C 0V4

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

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

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

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

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

- OR -

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

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

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

this 14 day of May, 2020

(Signature of Lienholder or Agent)

at Morinville, Alberta.

PARTIAL COPY ONLY

NO. 202106447

NOTICE
OF REGISTRATION OF
BUILDER'S LIEN

SCHEDULE "A"
Fee Simple Interest

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

Appendix C

Monitor's Determination of RBEE Aggregate Consulting Ltd.'s Lien Claim

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

DETERMINATION NOTICE

TO: RBEE Aggregate Consulting Ltd. (the "Lien Claimant")
c/o Bishop & McKenzie LLP
10180 – 101 Street NW
Edmonton, AB T5J 1V3
Attention: Jerritt Pawlyk

DATE: July 27, 2020

LIEN CLAIM:

Date of Lien Notice / Registration: May 29, 2020

Quantum Originally Claimed: \$1,270,791.71

Affected Lands:

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

AND
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 0.0001
B) All That Portion Commencing at the South West
Corner of the Said Said Quarter Section; Thence
Easterly Along the South Boundary 110 Metres;

Thence Northerly and Parallel to the West Boundary
Of the Said Quarter 110 Meters; 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
AND
Plan 0928625
Block 1
Lot 1
Excepting Thereout All Mines and Minerals
Area: 20.22 Hectares (49.96 Acres) More or Less
AND
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

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: \$1,270,791.71

Lien Determination: The above referenced Lien Claim is not a valid Lien or Lien
Claim as, with respect to those registrations made / Lien
Notices provided within the 45 days prescribed under the *BLA*,
such Liens or Lien Claims do not relate to work done or
materials supplied on or in respect of an improvement.

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 psyriakakis@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

Appendix D

Lien Notice of Jerry Shankowski and 945441 Alberta Ltd.

Lien Notice

Claimant: **JERRY SHANKOWSKI and 945441 ALBERTA LTD.**

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

Telephone: **780-428-4258**

Fax: **780-425-9439**

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

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

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

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

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

3. The Claimants have a valid

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

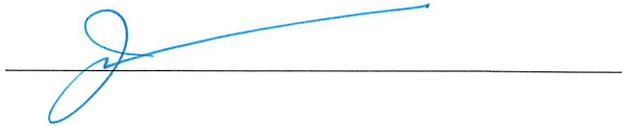
(b) Subrogated Claim in the amount of \$ _____ arising pursuant to work done or materials furnished on behalf of JMB Crushing Systems Inc.

4. Attached hereto as Schedule "A" is an Affidavit setting out the full particulars of the Claimant's builders' lien claim or subrogated claim, including all applicable contracts, subcontracts, the nature of the work completed or materials furnished, the last day on which any work was completed or materials were furnished, any payments received by the Claimant, all invoices issued by the Claimant, and all written notices of a lien served by the Claimant.

DATED at Edmonton, Alberta, this 25th day of May, 2020.



Witness



Name: *Richard Hajduk*
Barrister & Solicitor
ALBERTA.

Name: JERRY SHANKOWSKI

Must be signed and witnessed

RICHARD B. HAJDUK
Barrister & Solicitor

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

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

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

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

APPLICANTS JMB CRUSHING SYSTEMS INC. and
2161889 ALBERTA LTD.

DOCUMENT **AFFIDAVIT OF JERRY SHANKOWSKI**

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

Clerk's Stamp

AFFIDAVIT OF JERRY SHANKOWSKI SWORN MAY 29th, 2020

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

1. I am a personal claimant against JBM CRUSHING SYSTEMS INC. ("JMB"), and the President of 945441 ALBERTA LTD. ("945441"), another claimant against JMB, and as such I have personal knowledge of the matters hereinafter deposed to, except where stated to be based upon information and belief.
2. Attached hereto and marked as **Exhibit "A"** is a true copy of an Aggregates Royalty Agreement between myself and 945441 and JMB CRUSHING SYSTEMS ULC, which as I understand it is an unlimited liability owned or controlled by JMB and through which JMB does or previously did business. I am advised by my lawyer, RICHARD B. HAJDUK ("Hajduk") and do verily believe that an unlimited liability company ("ULC") under Alberta Law is one which does not give limitation of liability to its shareholders and for which the shareholders remain liable for the debts and liabilities of the ULC

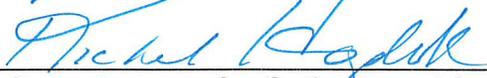
and entitled to the assets of the ULC in an way that allows the ULC to be effectively ignored for tax purposes as profits and losses flow through to the shareholders. It is pursuant to the attached Aggregates Royalty Agreement that JMB has been removing and selling aggregates, including gravel and sand from the Pit on my Lands referred to in the Aggregates Royalty Agreement on SW-21-56-7-W4 (the "Shankowski Pit"). Although I own the Lands personally, I carry on business through my corporation, 945441.

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

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

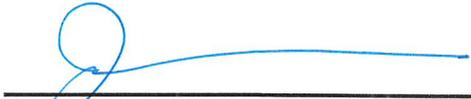
11. I was not physically present before the Commissioner for Oaths, but was connected to him by video technology and followed the process for remote commissioning.

SWORN BEFORE ME on the 29th day of
May, 2020 at Edmonton, in the Province of Alberta.



A Commissioner for Oaths in and for Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

)
)
)
)
)
)
)


JERRY SHANKOWSKI



This is Exhibit "A"
Referred to in the Affidavit of
Jerry Shankowski

Sworn before me this
29th Day of May, 2020
Russel Hajduk

A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

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

ARTICLE II ACCESS TO AGGREGATES

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

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

ARTICLE III WEED CONTROL

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

ARTICLE IV ROYALTY RATES ESTABLISHED

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

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

ARTICLE V MEASUREMENT OF AGGREGATES

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

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

ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

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

ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

ARTICLE VIII ADDITIONAL CONDITIONS

(if none, write 'none').

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

ARTICLE IX REMAINING STOCKPILES

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

ARTICLE X TERM OF THIS AGREEMENT

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

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

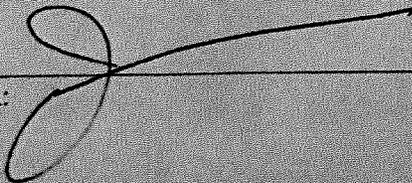
JMB CRUSHING SYSTEMS ULC

PER:



EXECUTED BY THE VENDORS:

PER:



PER

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

RICHARD B. HAJDUK
Barrister & Solicitor

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

RICHARD B. HAJDUK
Barrister & Solicitor

JMB Crushing Systems ULC

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

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/21	186774	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.56
2020/03/21	186824	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.28
2020/03/21	186827	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.24
2020/03/21	186903	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.55
2020/03/21	186922	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.94
2020/03/21	186923	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.13
2020/03/21	187650	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.67
2020/03/21	187782	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	105.86
2020/03/21	187823	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	116.64
2020/03/21	187838	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	40.86
2020/03/21	187850	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	159.74
2020/03/21	187852	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.28
2020/03/21	187867	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	114.56
2020/03/21	187878	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	120.40
2020/03/21	190272	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.84
2020/03/21	190356	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.61
2020/03/21	190558	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.86
2020/03/21	190616	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	197.66
2020/03/21	190710	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.61
2020/03/21	190713	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.84
2020/03/21	190914	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	153.08
2020/03/22	179754	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.22
2020/03/22	186371	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.21
2020/03/22	186816	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.42
2020/03/22	186828	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.93
2020/03/22	186873	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.47
2020/03/22	186892	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.49
2020/03/22	186901	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.40
2020/03/22	186920	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.84
2020/03/22	187469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.86
2020/03/22	187651	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	79.35
2020/03/22	187652	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.54
2020/03/22	190316	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.18
2020/03/22	190355	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.42
2020/03/22	190571	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.81
2020/03/22	190709	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	200.39
2020/03/22	190714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	174.01
2020/03/22	190832	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.99
2020/03/23	186372	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.83
2020/03/23	186817	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	75.85
2020/03/23	186848	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.03
2020/03/23	186874	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.00
2020/03/23	186886	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.68
2020/03/23	186893	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	57.45
2020/03/23	186899	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	56.78
2020/03/23	186921	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	165.64
2020/03/23	187468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.10
2020/03/23	187702	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.54
2020/03/23	190310	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.98

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/23	190354	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.90
2020/03/23	190572	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.14
2020/03/23	190617	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.34
2020/03/23	190715	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.43
2020/03/23	190833	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.69
2020/03/23	191037	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.78
2020/03/24	163737	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.58
2020/03/24	186268	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	164.36
2020/03/24	186443	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	228.25
2020/03/24	186818	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.21
2020/03/24	186829	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.28
2020/03/24	186875	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.26
2020/03/24	186925	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.73
2020/03/24	186926	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.45
2020/03/24	187466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.88
2020/03/24	187467	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.97
2020/03/24	187653	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.81
2020/03/24	190274	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.64
2020/03/24	190312	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.32
2020/03/24	190352	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.00
2020/03/24	190570	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.30
2020/03/24	190618	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.69
2020/03/24	190619	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	78.04
2020/03/24	190834	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.75
2020/03/24	191036	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	117.17
2020/03/25	163734	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.64
2020/03/25	184262	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	111.61
2020/03/25	186444	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.76
2020/03/25	186810	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.60
2020/03/25	186830	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	27.91
2020/03/25	186887	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.90
2020/03/25	186927	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	186.50
2020/03/25	187465	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.55
2020/03/25	187609	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.42
2020/03/25	187654	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	162.38
2020/03/25	187693	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.55
2020/03/25	187849	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.19
2020/03/25	190275	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.09
2020/03/25	190348	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.88
2020/03/25	190568	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.43
2020/03/25	190620	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.20
2020/03/25	190917	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.96
2020/03/26	191035	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.38
2020/03/26	186266	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.86
2020/03/26	186378	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	165.06
2020/03/26	186445	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.96
2020/03/26	186487	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	228.89
2020/03/26	186492	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	154.66
2020/03/26	186492	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.15

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JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/03/26	186831	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.77
2020/03/26	186885.1	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.96
2020/03/26	186895	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	27.12
2020/03/26	186898	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.48
2020/03/26	186928	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.04
2020/03/26	186973	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.16
2020/03/26	187464	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.00
2020/03/26	187655	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.58
2020/03/26	190317	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.37
2020/03/26	190353	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.39
2020/03/26	190566	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.30
2020/03/26	190621	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	197.59
2020/03/26	190918	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.38
2020/03/27	186379	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.59
2020/03/27	186446	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.92
2020/03/27	186456	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.86
2020/03/27	186502	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.41
2020/03/27	186811	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	35.19
2020/03/27	186832	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.34
2020/03/27	186884	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.89
2020/03/27	186897	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	141.37
2020/03/27	186906	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.28
2020/03/27	186929	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	235.75
2020/03/27	186974	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.94
2020/03/27	187463	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	239.96
2020/03/27	187607	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.81
2020/03/27	187656	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.75
2020/03/27	187692	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.28
2020/03/27	190350	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.61
2020/03/27	190567	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.61
2020/03/27	190622	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	199.06
2020/03/27	190922	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	39.46
2020/03/28	186381	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.59
2020/03/28	186486	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.76
2020/03/28	186503	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.20
2020/03/28	186833	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.13
2020/03/28	186881	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.96
2020/03/28	186930	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.96
2020/03/28	187076	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.26
2020/03/28	187462	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.53
2020/03/28	187605	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.55
2020/03/28	187657	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	137.44
2020/03/28	190318	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	235.11
2020/03/28	190349	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.19
2020/03/28	190550	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.50
2020/03/28	190623	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.13
2020/03/29	186380	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	277.57
2020/03/29	186450	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.42
2020/03/29	186450	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.45

JMB Crushing Systems ULC

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

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This is Exhibit " D "
Referred to in the Affidavit of
Jemj Smokowski
Sworn before me this
25th Day of May, 2000
Richard Hajduk
A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor



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



"THE GRAVEL EXPERTS"

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

RE: Statement of Account

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

April 1-30 2020

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

Payable to 945411 Alberta Ltd \$ 289,743.49

Bonnyville

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

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This is Exhibit " E "
Referred to in the Affidavit of
dany smolkowski

Sworn before me this
29th Day of May, 2020
Richard Hajduk

A Commissioner for Oaths in
and for the Province of Alberta

RICHARD B. HAJDUK
Barrister & Solicitor

JMB Crushing Systems ULC

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

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	186595	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.62
2020/04/16	187069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	107.81
2020/04/16	187103	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.33
2020/04/16	187137	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.13
2020/04/16	187155	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.40
2020/04/16	187173	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.09
2020/04/16	187320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.35
2020/04/16	187691	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	190.61
2020/04/16	188081	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	241.31
2020/04/16	190335	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.39
2020/04/16	190426	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.86
2020/04/16	190479	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.15
2020/04/16	190553	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.02
2020/04/16	190725	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.62
2020/04/16	190842	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	166.37
2020/04/16	190933	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	181.04
2020/04/16	191030	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.08
2020/04/17	171269	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.16
2020/04/17	186344	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.63
2020/04/17	186466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.68
2020/04/17	186513	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.60
2020/04/17	187079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.71
2020/04/17	187104	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.14
2020/04/17	187119	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.03
2020/04/17	187156	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/17	187174	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.01
2020/04/17	187191	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.28
2020/04/17	188209	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.77
2020/04/17	188080	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.47
2020/04/17	190313	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.48
2020/04/17	190334	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.14
2020/04/17	190414	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.39
2020/04/17	190480	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	156.38
2020/04/17	190552	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.08
2020/04/17	190726	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	87.31
2020/04/17	190934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	221.48

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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	186346	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	236.54
2020/04/19	186455	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/19	186468	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.40
2020/04/19	186524	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.40
2020/04/19	186813	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	178.34
2020/04/19	186894	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	167.79
2020/04/19	187106	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.32
2020/04/19	187117	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.25
2020/04/19	187193	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.33
2020/04/19	187213	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.49
2020/04/19	187247	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.21
2020/04/19	187689	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	228.90
2020/04/19	188078	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.30
2020/04/19	188152	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.66
2020/04/19	190428	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.28
2020/04/19	190549	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.35
2020/04/19	190936	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.35
2020/04/19	191027	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.17
2020/04/20	186257	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.71
2020/04/20	186347	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.12
2020/04/20	186469	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.84
2020/04/20	186980	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.68
2020/04/20	187107	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.94
2020/04/20	187136	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.16
2020/04/20	187160	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.26
2020/04/20	187175	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.32
2020/04/20	187194	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54
2020/04/20	187214	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.87
2020/04/20	187245	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.06

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JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/20	188077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.35
2020/04/20	188153	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.69
2020/04/20	190314	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	38.06
2020/04/20	190548	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.88
2020/04/20	190655	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.70
2020/04/20	190937	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	218.32
2020/04/20	191026	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.65
2020/04/21	186348	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.85
2020/04/21	186470	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.05
2020/04/21	186490	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	28.27
2020/04/21	186518	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.70
2020/04/21	186880	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.69
2020/04/21	186896	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.34
2020/04/21	187077	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94
2020/04/21	187108	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.55
2020/04/21	187135	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.54
2020/04/21	187162	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.61
2020/04/21	187215	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.56
2020/04/21	187244	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.19
2020/04/21	187686	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.15
2020/04/21	188076	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.92
2020/04/21	188154	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.04
2020/04/21	190727	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	146.88
2020/04/21	190765	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	116.78
2020/04/22	186258	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.22
2020/04/22	186349	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	182.88
2020/04/22	186471	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.83
2020/04/22	186515	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.27
2020/04/22	186516	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.78
2020/04/22	186963	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.61
2020/04/22	187109	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.58
2020/04/22	187134	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.53
2020/04/22	187163	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	233.95
2020/04/22	187177	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.13
2020/04/22	187216	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.87
2020/04/22	187243	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.17
2020/04/22	187687	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.07
2020/04/22	188075	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	230.69
2020/04/22	190574	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.83
2020/04/22	190772	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.14
2020/04/22	190939	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.46
2020/04/23	186350	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.45
2020/04/23	186473	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	183.24
2020/04/23	186493	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	239.60
2020/04/23	186497	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.04
2020/04/23	186852	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.06
2020/04/23	186864	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.10
						173.96
						197.45

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	234.85
2020/04/24	187128	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.51
2020/04/24	187165	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173.35
2020/04/24	187179	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	192.61
2020/04/24	187196	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.47
2020/04/24	187236	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	193.18
2020/04/24	190546	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	141.25
2020/04/24	190729	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	88.38
2020/04/24	190941	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	184.83
2020/04/24	191023	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	114.23
2020/04/25	186352	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	158.44
2020/04/25	186499	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.61
2020/04/25	186860	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	175.09
2020/04/25	186866	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.55
2020/04/25	187112	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.55
2020/04/25	187131	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.30
2020/04/25	187208	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
2020/04/25	187235	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.42
2020/04/25	187248	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.76
2020/04/25	188074	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.46
2020/04/25	190320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.76
2020/04/25	191022	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	147.38
2020/04/26	186353	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.58
2020/04/26	186500	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	238.03
2020/04/26	186628	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	200.92
2020/04/26	186720	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	194.60
2020/04/26	186910	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	142.18
2020/04/26	187130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	171.84
2020/04/26	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

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JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/26	187249	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	172.14
2020/04/26	188073	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	199.31
2020/04/26	188178	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.36
2020/04/26	190321	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	232.16
2020/04/26	190931	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	197.99
2020/04/26	191021	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	115.28
2020/04/27	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

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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	187661	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	241.60
2020/04/02	190299	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.55
2020/04/02	190345	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.55
2020/04/02	190569	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.21
2020/04/02	190626	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	175.01
2020/04/02	190717	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	200.12
2020/04/02	190921	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	146.02
2020/04/02	190923	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.33
2020/04/03	174379	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	108.88
2020/04/03	186451	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.81
2020/04/03	186460	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.79
2020/04/03	186507	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.69
2020/04/03	186851	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	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
2020/04/28	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	177.50
2020/04/29	186814	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.16
2020/04/29	186836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	112.34
2020/04/29	187066	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	166.86
2020/04/29	187084	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	80.10
2020/04/29	187224	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.13
2020/04/29	187238	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.18
2020/04/29	187685	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.69
2020/04/29	188069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	143.39
2020/04/29	190835	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.97
2020/04/30	170378	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.73
2020/04/30	181433	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.90
2020/04/30	181434	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	240.21
2020/04/30	186277	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.32
2020/04/30	186295	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.23
2020/04/30	186633	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.78
2020/04/30	186672	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	198.36
2020/04/30	186714	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	167.93
2020/04/30	186812	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	182.20
2020/04/30	186815	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	163.92
2020/04/30	186911	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	169.72
2020/04/30	187065	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.79
2020/04/30	187241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	201.41
2020/04/30	188068	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.69
2020/04/30	190324	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	84.96
2020/04/30	190836	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	84.96
						15,435.80

15,435.80

15,435.80

Aggregate Size: Des 2 Class 40

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JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/06	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 Chitrinia	Shankowski Pit	#703 Poplar Drive Laurier Lake	Des 2 Class 40	39.00
2020/04/08	186338	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	39.49
2020/04/08	186491	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	29.16
2020/04/08	186592	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	27.85
2020/04/08	186606	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	39.28
2020/04/08	186861	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	38.34
2020/04/08	187073	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	27.99
2020/04/08	187138	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	28.41
2020/04/08	187149	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	39.38
2020/04/08	187158	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	28.34
2020/04/08	190296	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	38.83
2020/04/08	190340	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	38.56
2020/04/08	190411	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	28.26
2020/04/08	190427	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	28.19
2020/04/08	190542	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	27.92
2020/04/08	190722	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	29.15
2020/04/08	190837	Top Grade Construction	Shankowski Pit	Loydminster	Des 2 Class 40	27.18
						3,422.19
						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
2020/04/05	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>

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

RICHARD B. HAJDUK
Barrister & Solicitor

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

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

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

APPLICANT JMB CRUSHING SYSTEMS INC.

DOCUMENT **ORDER – LIEN CLAIMS – MD of BONNYVILLE**

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

DATE ON WHICH ORDER WAS PRONOUNCED: May 20, 2020

LOCATION AT WHICH ORDER WAS MADE: Calgary Court House

NAME OF JUSTICE WHO MADE THIS ORDER: Madam Justice K.M. Eidsvik

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

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

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

Definitions

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

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

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

Stay of Lien Claims

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

Claims Process

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

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

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

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

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

Disputed Amount

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



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

Schedule "A"
Lien Notice

Claimant: _____

Address for Notices: _____

Telephone: _____

Fax: _____

Email: _____

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

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

do hereby certify that:

1. I am the Claimant

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

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

3. The Claimant has a valid

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

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

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



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

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

Witness
Name: _____ Name: _____

Must be signed and witnessed

Appendix E

**Monitor's Determination of
Jerry Shankowski and 945441 Alberta Ltd.'s Lien Claim**

**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:	<u>May 25, 2020</u>
Quantum Originally Claimed:	<u>\$424,674.05</u>
Affected Lands:	<u>SW 21-56-7-W4</u>
	<u> </u>
	<u> </u>

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:	<u>\$424,674.05</u>
Lien Determination:	<u>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.</u>
	<u> </u>

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 psyriakakis@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