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 COMPROMISE OR ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD
APPLICANT	KALINKO ENTERPRISES LTD.
RESPONDENT	N.P.A. Ltd.
DOCUMENT	**AFFIDAVIT**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**Brownlee LLP** 2200, 10155 – 102 Street Edmonton, AB T5J 4G8 **Attention: Daniel R. Peskett** Telephone: (780) 497.4800 Facsimile: (780) 424.3254 File No.: 72333-0143

AFFIDAVIT OF BILL TURNER
Sworn (or Affirmed) on July 30, 2020

I, Bill Turner, of the Hamlet of Sherwood Park, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am the Vice President & General Manager of N.P.A. Ltd. ("**NPA**") and as such, I have personal knowledge of the matters hereinafter deposed to expect where stated to be based upon information and belief and where so stated, I do verily believe the same to be true.

The Parties

2. NPA is the amalgamated successor of E Construction Ltd. which amalgamation occurred on May 1, 2019. Attached hereto and marked as **Exhibit "A"** to this, my Affidavit, is a copy of the Certificate of Amalgamation.

3. I am informed by Dan Peskett, of Brownlee LLP, counsel for NPA, and I do verily believe that Kalinko Enterprises Ltd. ("**Kalinko**") brought the application dealing with ownership of the Subject Aggregate (as defined herein below), and other issues.

4. Attached hereto and marked collectively as **Exhibit "B"** to this, my Affidavit, are copies of the Alberta Corporate Registry Search for JMB Crushing Systems Inc. ("**JMB**") and the British Colombia Company Summary for JMB. Further, attached collectively as **Exhibit "C"** to this, my Affidavit, are copies of searches for 1610880 Alberta ULC and 1188265 B.C. Unlimited Liability Company.

5. Attached hereto and marked as **Exhibit "D"** to this my Affidavit is a copy of the Alberta Corporate Registry Search for Precambrian Sand & Gravel Ltd. ("**Precambrian**") and I understand that Randall Lacombe is the principal of Precambrian. I am informed by a current NPA employee, former Alberta Government employee Ian Hancock, and I do verily believe, that Surface Materials Lease No. 020038 (the "**Precambrian SML**") was held in the name of Precambrian, but expired on August 24, 2015. Attached hereto and collectively marked as **Exhibit "E"** to this, my Affidavit, is a copy of the Precambrian SML Activity Detail Request and pages from an Activity Standing Search. I further understand from Alberta Sustainable Resource Development materials regarding the Precambrian SML, that annual returns for the Precambrian SML have continued to be filed and attached hereto and marked as **Exhibit "F"** to this, my Affidavit, is a record dated January 30, 2020 regarding the 2019 reporting period for the Precambrian SML.

6. Attached hereto and marked as **Exhibit "G"** to this, my Affidavit, is a copy of the Alberta Corporate Registry Search for 848875 Alberta Ltd., which I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe, that he has been told by counsel for 848875 Alberta Ltd. that 8488745 Alberta Ltd. operates using the name Al's Contracting ("**Al's Contracting**").

7. Surface Materials Lease No. 120004 (the "**Kalinko SML**") is held in the name of Zachary Kalinski. Attached hereto and marked as **Exhibit "H"** to this, my Affidavit, is a copy of 2 pages related to the Kalinko SML.

8. This application involves determining ownership rights to approximately 70,000 tonnes of aggregate, that are currently being stored on the Precambrian SML, and which will hereinafter be referred to as the "**Subject Aggregate**". Additionally, my understanding is Al's Contracting is denying third party access to the Subject Aggregate including, denying NPA access to the Subject Aggregate as a result of Al's Contracting claiming rights on the Precambrian SML and a possessory lien over the Subject Aggregate. The Subject Aggregate was purchased from JMB by NPA.

JMB and NPA 2018 Agreement

9. On August 19, 2017, NPA entered into a contract with OCL Group Inc. ("**OCL**") (the "**NPA-OCL Agreement**") for the construction of the Anzac water and sewer project (the "**Anzac Project**"). Attached hereto and marked as **Exhibit "I"** to this, my Affidavit, is a copy of the NPA-OCL Agreement.

10. Related to the Anzac Project, attached hereto and marked as **Exhibit "J"** to this, my Affidavit, is a copy of the Subcontract Agreement dated March 8, 2018 between E Construction Ltd. (now NPA) and JMB (the "**Primary NPA-JMB Subcontract**"). Pursuant to the Primary MPA-JMB Subcontract, NPA was agreeing to pay JMB $22.48 per tonne of materials to JMB for the materials delivered to the Anzac Project site. If NPA had to load and haul the material to the Anzac Project site using its own resources, then NPA would pay JMB only $11.50 per tonne of the subject material.

11. Further related to the Anzac Project, attached hereto and marked as **Exhibit "K"** to this, my Affidavit is a copy of a further subcontract entered into between E Construction Ltd. (now NPA) and JMB dated August 22, 2018 (the "**Secondary NPA-JMB Subcontract**"). I am informed by Dean Morrow, North Division Manager of NPA, and I do verily believe, that the Secondary NPA-JMB Subcontract was referring to part of the scope of the work in the Primary NPA-JMB Subcontract, but JMB could not source one of the pits for use at the Anzac Project as planned and, therefore, JMB wanted to supply some of the needed aggregate from the "Crow Lake Pit" referred to in the Secondary NPA-JMB

Subcontract, under Article 1A, and the Parties decided to expressly indicate such intention in the Secondary NPA-JMB Subcontract.

12. After entering into the Primary NPA-JMB Subcontract, the scope of work contemplated by the Primary NPA-JMB Subcontract was significantly reduced due to the decision of the Anzac Project owner, the Regional Municipality of Wood Buffalo ("**Wood Buffalo**"). The decision to reduce the scope of work was communicated formally by letters from OCL dated March 28, 2019 and then on October 1, 2019, which letters are attached hereto and collectively marked as **Exhibit "L"** to this, my Affidavit. The October 1, 2019 letter from OCL gave notice that Wood Buffalo had terminated the OCL Contract and E Construction Ltd. (now NPA) was to discontinue all further work.

13. Prior to the formal March 28, 2019 letter from OCL, I am informed by Dean Morrow of NPA, and I do verily believe that, NPA informed JMB in December of 2018 that the Anzac Project scope was being reduced, that Wood Buffalo would subsequently re-tender this reduced scope of work, that NPA was prepared to utilize the JMB delivered to site price for the Subject Aggregate (which Subject Aggregate was no longer needed due to the reduced scope of work) when NPA participated in the re-tender, and NPA was prepared to have crushed and pay for the Subject Aggregate at the original price of $11.50 per tonne, "in pile" (whereby NPA would be responsible for the costs of loading and hauling, as set out in the Primary NPA-JMB Subcontract). I am further informed by Dean Morrow of NPA, and I do verily believe, that JMB rejected the price offered by NPA for the purchase of the Subject Aggregate "in pile". Attached hereto and marked as **Exhibit "M"** to this, my Affidavit, is a copy of the email exchange, in December of 2018, between Dean Morrow of NPA and Jeff Buck of JMB.

14. Although JMB rejected NPA's offer to pay $11.50 per tonne for the Subject Aggregate "in pile", NPA agreed to pass the claim of JMB forward to OCL, in relation to the Subject Aggregate, as OCL had requested NPA to submit cost impacts to OCL which OCL would then be submitted to Wood Buffalo for consideration, to NPA's understanding. To my understanding, OCL and Wood Buffalo have had an ongoing dispute between them regarding the impact of costs associated with the reduction of work scope and the termination of the OCL general contract for the Anzac Project. Attached hereto and marked as **Exhibit "N"** to this, my Affidavit, is a copy of the April 12, 2019 claim letter of JMB in relation to the Subject Aggregate.

15. In the spring of 2019, NPA understood from JMB, and I do verily believe, that the Subject Aggregate was located in a pile at the Precambrian SML. Neither NPA nor Wood Buffalo were supplied the Subject Aggregate and NPA had not paid for the Subject Aggregate in 2018 or 2019.

16. In September of 2019, JMB counsel was contacting Wood Buffalo, legal counsel for NPA and legal counsel for OCL regarding obtaining payment for the Subject Aggregate located at the Precambrian SML. Subsequently, when no payment was forthcoming, JMB issued a Statement of Claim relating to the Subject Aggregate and attached hereto and marked as **Exhibit "O"** to this, my Affidavit, is a copy of the Statement of Claim.

17. Prior to the issuance of the JMB Statement of Claim, NPA did not pay JMB for the Subject Aggregate as NPA did not owe the money to JMB. The scope of work for the Anzac Project, and the Primary NPA-JMB Subcontract, had been reduced outside of the control of NPA, JMB had been informed of the work scope reduction and proceeded to remove, stockpile and crush the Subject Aggregate thereafter, JMB had rejected NPA's offer to purchase the Subject Aggregate "in pile", the Subject Aggregate had not been delivered to the Anzac Project site and NPA had not been paid by OCL for the Subject Aggregate.

18. NPA disputed the allegations of JMB and NPA did not have to file a defence to the JMB Statement of Claim as settlement discussions to resolve the claim occurred, involving Wood Buffalo, and their potential direct purchase of the Subject Aggregate from JMB as Wood Buffalo still had use for the Subject Aggregate. NPA had not been successful in participating in the re-tender by Wood Buffalo, for the reduced scope of work, which still needed to be performed at the Anzac Project site.

19. Discussions with Wood Buffalo proceeded such that JMB's counsel circulated a proposed agreement (the "**proposed Wood Buffalo Purchase**") signed by JMB whereby Wood Buffalo would be purchasing the Subject Aggregate directly from JMB, Wood Buffalo would pay E Construction Ltd. (now NPA) its claim for the mark-up associated with the Subject Aggregate, which mark-up NPA would have received if there had not been a work scope reduction, and the JMB Statement of Claim issued against E Construction Ltd. (now NPA) would be discontinued. Attached hereto and marked as

Exhibit "P" to this, my Affidavit, is a copy of the proposed Wood Buffalo Purchase signed by JMB.

20. The proposed Wood Buffalo Purchase was not signed by Wood Buffalo or NPA. I am informed by Dan Peskett, of Brownlee LLP, counsel for NPA, and I do verily believe that NPA requested document changes to the proposed Wood Buffalo Purchase document in relation to the release and indemnity provisions which ultimately he understood were agreed to by Wood Buffalo's counsel. However, I understand the proposed Wood Buffalo Purchase never occurred because Wood Buffalo was not prepared to pay the entire purchase price up front before receiving use of the aggregate, expected to occur over time. Attached hereto and marked as **Exhibit "Q"** to this, my Affidavit, is a copy of the December 20, 2019 email exchange between JMB and Wood Buffalo.

21. Attached hereto and marked collectively as **Exhibit "R"** to this, my Affidavit, is a copy of the final quantities supplied by JMB to NPA in relation to the Anzac Project being as follows:

    a. the total value of work done being $162,170.88 in relation to the Secondary NPA-JMB Subcontract being aggregate JMB supplied from the Crow Lake Pit; and

    b. the total value of work done being $502,783.02 in relation to the Primary NPA-JMB Subcontract being aggregate supplied from the Meadow Creek Pit to NPA's understanding.

    There is no Subcontract 3325-03 with JMB in relation to the Anzac Project, just 3325-02 for the Primary NPA-JMB Subcontract and 3325-04 for the Secondary NPA-JMB Subcontract.

22. Attached hereto and marked as **Exhibit "S"** to this, my Affidavit, is copy of an NPA Bank Statement. I am informed by Dave Manchakowski, NPA employee in Finance, and I do verily believe, that JMB was paid all of the monies owed to it by NPA for the Anzac Project and that the final payments by NPA to JMB of $17,027.94 and $52,792.22, being the final amounts due which are set out in the Exhibit "R", referred to the in previous paragraph of my Affidavit, were paid pursuant to the first line on the NPA Bank Statement being an electronic transfer of $163,477.50 ($93,657.34 of that amount being payment to JMB for services unrelated to the Anzac Project).

NPA and JMB Purchase Agreement

23. In January of 2020, I had communications with Jeff Buck of JMB regarding NPA purchasing the Subject Aggregate rather than Wood Buffalo. Jeff Buck stated he wanted the purchase price paid up front, that the Subject Aggregate was owned by JMB "free and clear" of any obligations and that NPA would have full access to deal with and remove the Subject Aggregate, without interference, at any time in the 2020 calendar year from the Precambrian SML where the Subject Aggregate was being stored.

24. As a result of my discussions with Jeff Buck of JMB, on January 16, 2020, NPA entered into an Aggregate Purchase and Removal Agreement with JMB (the "**NPA-JMB Purchase Agreement**"), whereby JMB sold to NPA, free and clear of any and claims, liens, encumbrances and security interests of any kind, the Subject Aggregate for the purchase price of one million three hundred thirty thousand ($1,330,000.00) dollars. Attached hereto and marked as **Exhibit "T",** to this, my Affidavit, is a copy of the NPA-JMB Purchase Agreement.

25. As a result of my discussion with Jeff Buck of JMB regarding storage of and access to the Subject Aggregate on the Precambrian SML, JMB provided NPA with the "letter agreement" dated January 15, 2020 (the "**Aggregate Storage Agreement**") which is attached hereto as marked as **Exhibit "U"** to this, my Affidavit. The Aggregate Storage Agreement is referred to in to NPA-JMB Purchase Agreement as Schedule A.

26. The NPA-JMB Purchase Agreement provided, *inter alia*, that:

    a. The Subject Aggregate has been sourced and extracted from the Kalinko SML;

    b. The Subject Aggregate has been crushed, hauled and was being stored and stockpiled on the Precambrian SML;

    c. The Subject Aggregate was owned by JMB and JMB has free and unencumbered ownership of the Subject Aggregate, with the right to sell the same free and clear of any and all claims, liens, encumbrances or security interests;

    d. JMB had no indebtedness to any person, firm, or corporation or otherwise which does or might by operation of law or otherwise constitute a lien, charge, claim or

security interest of any kind against all or any of the Precambrian SML or the Subject Aggregate;

e. The Subject Aggregate could be stored at the Precambrian SML and NPA would have access to enter the Precambrian SML to remove the Subject Aggregate;

f. The Subject Aggregate stored on the Precambrian SML is in the amount of 70,000 tonnes of aggregate; and

g. JMB agreed to discontinue its Statement of Claim issued against NPA and release NPA in relation to the Statement of Claim.

27. On February 24, 2020, NPA and JMB entered into an Amending Agreement to the NPA-JMB Purchase Agreement (the "**Amending Agreement**"), which extended the term of the NPA-JMB Purchase Agreement to the earlier of November 30, 2021 or when all of the Subject Aggregate has been removed from the Precambrian SML. Attached hereto and marked as **Exhibit "V"** to this, my Affidavit, is a copy of the Amending Agreement.

28. NPA paid JMB one million, three hundred and ninety six thousand and five hundred ($1,396,500.00) dollars pursuant to the terms of the NPA-JMB Purchase Agreement for the Subject Aggregate on January 16, 2020. Attached hereto and collectively marked as **Exhibit "W"** to this, my Affidavit, are copies of the NPA cheque, including cheque backer, provided to JMB for payment for the Subject Aggregate and, further, the cheque backer shows a deposit date of January 17 , 2020.

29. I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe, that collectively attached hereto and marked as **Exhibit "X"** to this, my Affidavit, is a copy of an email from JMB counsel, dated June 11, 2020, along with ATB deposit information showing the deposit of the purchase payment from NPA, in the amount of one million, three hundred and ninety six thousand and five hundred ($1,396,500.00) dollars by JMB on January 17, 2020.

30. I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe that a copy of the un-redacted backer of the purchase payment cheque in the amount one million, three hundred and ninety six thousand and five hundred ($1,396,500.00) dollars was provided to counsel for Kalinko and Al's Contracting on June 8, 2020, a copy of the subject cheque for the purchase price payment of one million, three hundred and

ninety six thousand and five hundred ($1,396,500.00) dollars was provided to counsel for Kalinko and counsel for Al's Contracting on June 3, 2020, and the NPA-JMB Purchase Agreement was provided to counsel for Kalinko and counsel for Al's Contracting on June 5, 2020. Attached hereto and collectively marked as **Exhibit "Y"** to this, my Affidavit, are copies of emails showing the sending of the information discussed in this paragraph of my Affidavit.

31. Pursuant to the NPA-JMB Purchase Agreement and the purchase price paid by NPA to JMB for the Subject Aggregate in January of 2020, being the amount of one million, three hundred and ninety six thousand and five hundred ($1,396,500.00), NPA purchased and became the owner of the Subject Aggregate.

NPA and Wood Buffalo Aggregate Agreement

32. On March 26, 2020, NPA entered into an Aggregate Sale Agreement with Wood Buffalo, whereby NPA agreed that it would sell Wood Buffalo the Subject Aggregate (the "**NPA-Wood Buffalo Aggregate Agreement**"). Pursuant to the NPA-Wood Buffalo Aggregate Agreement, title to the Subject Aggregate was to pass to Wood Buffalo upon Wood Buffalo loading the gravel onto their trucks, or the Subject Aggregate being delivered to the Project site, which as of the date of filing this Affidavit has not occurred. Attached hereto and marked as **Exhibit "Z"** to this, my Affidavit, is a copy of the NPA-Wood Buffalo Agreement.

33. I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe that he has informed legal counsel for Wood Buffalo about the current dispute over ownership and access to the Subject Aggregate and, further, Wood Buffalo counsel is aware of the application dealing with ownership to the Subject Aggregate.

JMB CCAA Proceedings

34. After entering into NPA-JMB Purchase Agreement and the NPA-Wood Buffalo Aggregate Agreement, and after NPA paid JMB for the Subject Aggregate, but prior to NPA or Wood Buffalo being able to remove the Subject Aggregate from the Precambrian SML, NPA learned that JMB had gone into protection under the *Companies' Creditors Arrangement Act* in or about early May of 2020.

Kalinko

35. Attached hereto and marked as **Exhibit "aa"** to this, my Affidavit, is a copy of a December 18, 2018 Agreement (the "**December 2018 Agreement**") to store gravel on the Precambrian SML. The December 2018 Agreement has a signature of Zachary Kalinski which appears to match the signature of Zachary Kalinski as operator on the Surface Materials Lease of the Kalinko SML, which two-pages of the Kalinko SML are attached hereto and marked as Exhibit "H" to this, my Affidavit.

36. I am informed by NPA Employee, Dean Morrow, and I do verily believe, that Jeff Buck of JMB provided the December 2018 Agreement to NPA as part of JMB dealings with NPA on the Anzac Project regarding location of aggregate sources. Again, although NPA was supplied some aggregate by JMB for use on the Anzac Project, for which JMB has been paid by NPA, the Subject Aggregate was never utilized for the Anzac Project due to the reduction of work scope directed by Wood Buffalo and OCL.

37. Attached hereto and marked as **Exhibit "bb"** to this my Affidavit, is a copy of a May 5, 2020 letter from Kalinko counsel to JMB counsel and I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe, that this letter was provided to him by Kalinko counsel on June 2, 2020, regarding the Kalinko position for the Subject Aggregate.

38. I was previously informed by Jeff Buck of JMB that the Subject Aggregate was removed from the Kalinko SML, and hauled to the Precambrian SML, in late 2018 and early 2019. I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe that attached hereto and collectively marked as **Exhibit "cc"** to this, my Affidavit, is a copy of Al's Contracting quote along with various work tickets supplied by JMB counsel regarding NPA's request for supporting documents on the timing of the transfer of the Subject Aggregate from the Kalinko SML to the Precambrian SML. Further, attached hereto and marked as **Exhibit "dd"** to this, my Affidavit, is a copy of a redacted email from Al's Contracting counsel dated June 19, 2020 which appears to indicate that the Subject Aggregate was hauled and transferred from the Kalinko SML to the Precambrian SML between December 10, 2018 and January 20, 2019.

39. Attached hereto and marked as **Exhibit "ee"** to this, my Affidavit, is a letter dated February 14, 2020 from counsel for Al's Contracting (the "**February 14 Letter**") regarding the change of locks on the gate at the Precambrian SML denying access to

the Subject Aggregate. Further, attached collectively as **Exhibit "ff"** to this, my Affidavit, is a copy of an email exchange on February 14, 2020, I had with Jeff Buck of JMB regarding the February 14 Letter, and a May 4, 2020 letter I received from counsel for JMB regarding access to the Precambrian SML.

40. Attached hereto and marked as **Exhibit "gg"** to this, my Affidavit, is a copy of an email exchange, dated June 17, 2020 with JMB counsel, regarding whether JMB had a key to the gate at the Precambrian SML.

41. Regarding the $10,000 payment to Precambrian referred to in the Aggregate Storage Agreement attached at Exhibit "U" of this, my Affidavit, dealing with storage and access arrangements with Precambrian, I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe that attached hereto as marked as **Exhibit "hh"** to this, my Affidavit, is a copy of proof of payment received from JMB counsel regarding payment from JMB to Precambrian.

42. In May of 2020, NPA counsel would have been dealing with Al's Contracting and JMB counsel regarding access, and disputed positions, which relate to Al's Contracting possessory lien claim which NPA disputes in relation to merits and in relation to amounts claimed. The possessory lien claim amounts have changed and increased since their original position set out in the February 14 Letter. I am informed by Dan Peskett of Brownlee LLP, counsel for NPA, and I do verily believe, that NPA counsel began dealing with Kalinko counsel in our about the start of June regarding the positons of Kalkino which NPA disputes in relation to the Subject Aggregate. I am aware that in June and for a part of July, that the Parties were discussing a draft Consent Order to permit by agreement NPA access to the Subject Aggregate for use and removal in return for security; but such efforts never reached consensus as I am informed by counsel for NPA, Dan Peskett of Brownlee LLP, and which I do verily believe.

43. I am advised by Daniel Peskett of Brownlee LLP, counsel for NPA, and do verily believe that, NPA counsel sent an email to Randall Lacombe of Precambrian on May 28, 2020, advising that NPA purchased the Subject Aggregate and that Precambrian represented access would be provided to the Precambrian SML, that Al's Contracting is preventing NPA's access to the Subject Aggregate, and that NPA was further demanding immediate access in to the Precambrian SML to access and remove the Subject

Aggregate. As of the date of this Affidavit, NPA counsel has not received a response from Randall Lacombe, or anyone with Precambrian to the May 28, 2020 demand email. Attached hereto and marked as **Exhibit "ii"** is a copy of the May 28, 2020 email from NPA counsel.

44. I am informed Dan Peskett of Brownlee LLP, NPA counsel, and I do verily believe, that in response to questions about ongoing business and dealings between JMB and Kalinko, JMB counsel supplied various statements of accounts and particulars regarding materials removed by JMB from Kalinko pits, and monies payable to Kalinko by JMB between April 2019 and November of 2019 which statements of accounts and particulars are attached hereto and marked collectively as **Exhibit "jj"** to this, my Affidavit. I am further informed by Dan Peskett of Brownlee LLP, NPA counsel, and I do verily believe, that JMB counsel further advised that there may have been additional work performed by JMB at the Kalinko pits, but JMB counsel did not have time to verify prior to the finalization of this Affidavit.

45. I make this Affidavit in opposition to Kalinko owning or having any proprietary interest in the Subject Aggregate and in support of NPA owning the Subject Aggregate.

SWORN BEFORE ME at Edmonton, Alberta, this 30th day of July, 2020	)	
A Commissioner For Oaths in and for Alberta	)	BILL TURNER

DANIEL R. PESKETT
Barrister & Solicitor

CORPORATE ACCESS NUMBER: 2021900168

Government of Alberta

This is Exhibit "A" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESE
Barrister & Solicito

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

AMALGAMATION

N.P.A. LTD.
IS THE RESULT OF AN AMALGAMATION FILED ON 2019/05/01.

REGISTRAR OF CORPORATIONS

Government of Alberta

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2020/07/28
Time of Search: 09:16 AM
Search provided by: BROWNLEE LLP
Service Request Number: 33802461
Customer Reference Number: 72333-0143/JNCU

This is Exhibit " B " referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Corporate Access Number: 2121620518
Business Number:
Legal Entity Name: JMB CRUSHING SYSTEMS INC.

Legal Entity Status: Active
Extra-Provincial Type: Other Prov/Territory Corps
Registration Date: 2018/12/19 YYYY/MM/DD
Date Of Formation in Home Jurisdiction: 2018/12/14 YYYY/MM/DD
Home Jurisdiction: BRITISH COLUMBIA
Home Jurisdiction CAN: BC1190335

Primary Attorney:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code
SCHWARTZ	CAMRON	D.	OGILVIE LLP	1400 - 10303 JASPER AVE NW	EDMONTON	ALBERTA	T5N3Y4

Head Office Address:
Street: SUITE 2600, 595 BURRARD STREET, PO BOX 49314
City: VANCOUVER
Province: BRITISH COLUMBIA
Postal Code: V7X1L3
Country: CANADA
Email Address: VAN.CORPORATESERVICES@BLAKES.COM

Holding Shares In:

Legal Entity Name
2161889 ALBERTA LTD.

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2018/12/19	Register Extra-Provincial Profit / Non-Profit Corporation
2018/12/19	Change Address
2019/03/20	Change Attorney

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

BC Company Summary

For

JMB CRUSHING SYSTEMS INC.

Date and Time of Search: **January 14, 2020 10:15 AM Pacific Time**

Currency Date: October 02, 2019

ACTIVE

Incorporation Number: BC1190335

Name of Company: JMB CRUSHING SYSTEMS INC.

Recognition Date and Time: December 14, 2018 03:35 PM Pacific Time as a result of an Amalgamation

In Liquidation: No

Last Annual Report Filed: Not Available

Receiver: No

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation	Incorporation Number in BC
1188265 B.C. UNLIMITED LIABILITY COMPANY	C1188265
JMB CRUSHING SYSTEMS INC.	BC1186333

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

Delivery Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

Delivery Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET, P.O. BOX 49314
VANCOUVER BC V7X 1L3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Buck, Jeffrey Michael

Mailing Address:
PO BOX 6977
BONNYVILLE AB T9N 2H4
CANADA

Delivery Address:
PO BOX 6977
BONNYVILLE AB T9N 2H4
CANADA

Last Name, First Name, Middle Name:
Levkulich, Byron

Mailing Address:
1400 16TH STREET, SUITE 320
DENVER CO 80202
UNITED STATES

Delivery Address:
1400 16TH STREET, SUITE 320
DENVER CO 80202
UNITED STATES

Last Name, First Name, Middle Name:
Patsch, Aaron M.

Mailing Address:
1400 16TH STREET, SUITE 320
DENVER CO 80202
UNITED STATES

Delivery Address:
1400 16TH STREET, SUITE 320
DENVER CO 80202
UNITED STATES

NO OFFICER INFORMATION FILED .

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2020/01/14
Time of Search: 10:48 AM
Search provided by: BROWNLEE LLP
Service Request Number: 32323678
Customer Reference Number: 72333-0143/JNCU

This is Exhibit " C " referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Corporate Access Number: 2016108801
Legal Entity Name: 1610880 ALBERTA ULC

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
JMB CRUSHING SYSTEMS ULC	2018/11/22

Legal Entity Status: Con Out
Alberta Corporation Type: Numbered Alberta Corporation
Method of Registration: Amalgamation
Registration Date: 2011/06/03 YYYY/MM/DD

Registered Office:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Records Address:
Street: 1400-10303 JASPER AVE NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J 3N6

Directors:

Last Name: BUCK
First Name: JEFFREY
Middle Name: MICHAEL
Street/Box Number: PO BOX 6977
City: BONNYVILLE
Province: ALBERTA

Postal Code: T9N 2H4

Last Name: LEVKULICH
First Name: BYRON
Street/Box Number: 1400 - 16 STREET, SUITE 320
City: DENVER
Province: COLORADO
Postal Code: 80202

Voting Shareholders:

Last Name: JBUCK AND SONS INC.
Street: PO BOX 6977
City: BONNYVILLE
Province: ALBERTA
Postal Code: T9N 2H4
Percent Of Voting Shares: 24.92

Last Name: JMB INVESTCO (CAN) LP
Street: PO BOX 9080
City: SEATTLE
Province: WASHINGTON
Postal Code: 98109
Percent Of Voting Shares: 3.7

Last Name: JMB INVESTCO (US) II L.P.
Street: PO BOX 9080
City: SEATTLE
Province: WASHINGTON
Postal Code: 98109
Percent Of Voting Shares: 28.55

Last Name: JMB INVESTCO (US) LP
Street: PO BOX 9080
City: SEATTLE
Province: WASHINGTON
Postal Code: 98109
Percent Of Voting Shares: 42.83

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE "A"
Share Transfers Restrictions: SEE ATTACHED SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 5
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: SEE ATTACHED SCHEDULE "C"

Holding Shares In:

Legal Entity Name
ATLAS AGGREGATES INC.

Other Information:

Amalgamation Predecessors:

Corporate Access Number	Legal Entity Name
2016104966	1610496 ALBERTA ULC
203270962	JMB CRUSHING SYSTEMS LTD.

Continuance Out
Jurisdiction Name: BRITISH COLUMBIA
Corporate Access Number in New Jurisdiction: C1188265
Name in New Jurisdiction: 1188265 B.C. UNLIMITED LIABILITY COMPANY
Continuance Out Date: 2018/11/28 YYYY/MM/DD

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2011/06/03	Amalgamate Alberta Corporation
2012/07/04	Change Address
2015/08/07	Name/Structure Change Alberta Corporation
2018/09/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2018/11/22	Change Director / Shareholder
2018/11/22	Name Change Alberta Corporation
2018/11/22	Request Continuance to Another Jurisdiction
2018/11/28	Complete Continuance to Another Jurisdiction

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Statutory Declaration	10000006102461014	2011/06/03
Share Structure	ELECTRONIC	2011/06/03
Restrictions on Share Transfers	ELECTRONIC	2011/06/03
Other Rules or Provisions	ELECTRONIC	2011/06/03
Consolidation, Split, Exchange	ELECTRONIC	2015/08/07

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

BRITISH COLUMBIA | BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

1188265 B.C. UNLIMITED LIABILITY COMPANY

Date and Time of Search: **January 14, 2020 10:09 AM Pacific Time**

Currency Date: October 02, 2019

HISTORICAL - Amalgamated on December 14, 2018

Incorporation Number: C1188265

Name of Company: 1188265 B.C. UNLIMITED LIABILITY COMPANY

Recognition Date and Time: Continued into British Columbia on November 28, 2018 10:55 AM Pacific Time

In Liquidation: No

Last Annual Report Filed: Not Available

Receiver: No

PREVIOUS FOREIGN JURISDICTION INFORMATION

Identifying Number in Foreign Jurisdiction:
2016108801

Name in Foreign Jurisdiction:
1610880 ALBERTA ULC

Date of Incorporation, Continuation or Amalgamation in Foreign Jurisdiction:
June 03, 2011

Foreign Jurisdiction:
ALBERTA

AMALGAMATED INTO

Name of Amalgamated Company: JMB CRUSHING SYSTEMS INC.

Incorporation Number: BC1190335

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET
PO BOX 49314
VANCOUVER BC V7X 1L3
CANADA

Delivery Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET
PO BOX 49314
VANCOUVER BC V7X 1L3
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET
PO BOX 49314
VANCOUVER BC V7X 1L3
CANADA

Delivery Address:
SUITE 2600, THREE BENTALL CENTRE
595 BURRARD STREET
PO BOX 49314
VANCOUVER BC V7X 1L3
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
BUCK, JEFFREY MICHAEL

Mailing Address:
PO BOX 6977
BONNYVILLE AB T9N 2H4
CANADA

Delivery Address:
61329-RR455
BONNYVILLE AB T9N 2H4
CANADA

Last Name, First Name, Middle Name:
LEVKULICH, BYRON

Mailing Address:
1400 16TH STREET, SUITE 320
DENVER CO 80202
UNITED STATES

Delivery Address:
1400 16TH STREET, SUITE 320
DENVER CO 80202
UNITED STATES

NO OFFICER INFORMATION FILED .

Government of Alberta

Corporation/Non-Profit Search

Corporate Registration System

Date of Search: 2020/07/28
Time of Search: 08:56 AM
Search provided by: BROWNLEE LLP
Service Request Number: 33802213
Customer Reference Number: 72333.0143

This is Exhibit " D " referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 20 20
A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

Corporate Access Number: 209598192
Business Number: 869643718
Legal Entity Name: PRECAMBRIAN SAND & GRAVEL LTD.

Name History:

Previous Legal Entity Name	Date of Name Change (YYYY/MM/DD)
MISTASSINI AGGREGATES INC.	2006/08/25

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2001/11/07 YYYY/MM/DD
Date of Last Status Change: 2020/06/11 YYYY/MM/DD

Revival/Restoration Date: 2017/08/11 YYYY/MM/DD

Registered Office:
Street: 124 CIRCLE DR
City: CHARD
Province: ALBERTA
Postal Code: T0P1G0

Records Address:
Street: 124 CIRCLE DR
City: CHARD
Province: ALBERTA
Postal Code: T0P1G0

Email Address: RANDALLLACOMBE@ME.COM

Directors:

Last Name: LACOMBE
First Name: RANDALL
Middle Name: A.

Street/Box Number: PO BOX 93
City: CHARD
Province: ALBERTA
Postal Code: T0P1G0

Voting Shareholders:

Last Name: LACOMBE
First Name: RANDALL
Street: PO BOX 93
City: CHARD
Province: ALBERTA
Postal Code: T0P1G0
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure:	AS PROVIDED IN SCHEDULE "A", WHICH IS ANNEXED HERETO AND INCORPORATED AS PART OF THIS FORM.
Share Transfers Restrictions:	AS PROVIDED IN SCHEDULE "B", WHICH IS ANNEXED HERETO AND INCORPORATED AS PART OF THIS FORM.
Min Number Of Directors:	1
Max Number Of Directors:	9
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	AS PROVIDED IN SCHEDULE "C", WHICH IS ANNEXED HERETO AND INCORPORATED AS PART OF THIS FORM.

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2019	2020/06/11

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2001/11/07	Incorporate Alberta Corporation
2006/08/25	Name Change Alberta Corporation
2006/11/16	Change Director / Shareholder
2011/10/14	Change Address
2016/05/02	Status Changed to Struck for Failure to File Annual Returns
2017/08/11	Initiate Revival of Alberta Corporation
2017/08/11	Complete Revival of Alberta Corporation
2020/01/02	Status Changed to Start for Failure to File Annual Returns
2020/02/17	Update BN
2020/06/11	Enter Annual Returns for Alberta and Extra-Provincial Corp.

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2001/11/07
Restrictions on Share Transfers	ELECTRONIC	2001/11/07
Other Rules or Provisions	ELECTRONIC	2001/11/07

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

Activity Detail Report

Selection Criteria

Requested Activity Numbers :

SML 020038

This is Exhibit "E" referred to in the Affidavit of
Bill Turner
Sworn before me this 30th day
of July A.D., 2020

A Notary Public, A Commissioner for Oaths
in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Report Detail

Activity ID : SML 020038

Status : 5 Active/Disposed

Area (Hectares) : 13.490 (Acres) : 33.33

Option to Purchase (Y/N): Within 100M of a Waterbody (Y/N):

Key File ID : CRP 050013

DATES

Application :	2002-12-04	Expiry :	2015-08-24
Effective :	2005-08-25	Reinstatement :	
Cancellation :		Renewal :	
Amendment :	2005-08-24	Amended LOA :	
Letter of Authority :			

ADMIN. DATA

Purpose : Surface Materials - Sand and Gravel Dimensions : IRREGULAR

Client File No :

PLANS

FLW Plan No	Plan Type	Item	LTO Plan No	Version Date (s)
1605 SG	IHS Import			2005-08-24

REMARKS

NO REMARKS

LAND LIST

Land ID	Hectares	Acres	Metes and Bounds
W4-06-082-08-SE	0.000	0.00	
W4-06-082-09-SW	0.000	0.00	

CLIENT LIST

Client ID	Relationship	Name / Address	Province	Country	Postal Code
8064947-001	Service and Owner	PRECAMBRIAN SAND & GRAVEL LTD. PO BOX 93 CHARD	Alberta	CANADA	T0P 1G0

DISCLAIMER

THIS STANDING REPORT IS PROVIDED SUBJECT TO THE CONDITION THAT HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AND HER EMPLOYEES:

(1) HEREBY DISCLAIM AND ARE RELEASED FROM ANY AND ALL RESPONSIBILITY FOR THE INFORMATION IN, AND ANY OMISSION OF THE INFORMATION FROM, THIS REPORT;
(2) SHALL NOT BEAR ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN RESPECT OF ANY ABSENCE OF INFORMATION OR ANY ERRORS OR OMISSIONS (WHETHER THE AFORESAID OCCASIONED BY NEGLIGENCE OR OTHERWISE) IN OR AFFECTING THIS REPORT OR THE INFORMATION THEREIN.

THIS REPORT DOES NOT SHOW CAVEATS, BUILDERS' LIENS, OR OTHER INSTRUMENTS, IF ANY, REGISTERED AT LAND TITLES OFFICE IN RESPECT OF ANY LANDS OR INTERESTS THEREIN. PERSONS ARE ADVISED TO ALSO EXAMINE RECORDS AT LAND TITLES OFFICE TC ASCERTAIN WHETHER OTHER INSTRUMENTS THAT MAY CONCERN THE LANDS OR INTERESTS THEREIN HAVE BEEN REGISTERED.

*** END OF REPORT ***

Activities and Titles

Land Activity	Status/Type	Date	Expiry	Metes and Bounds Remarks / Client	Total Area Acres	Total Area Hectares
CRP 050013	Active/Disposed	2005-08-25	2015-08-24		0.00	0.000
				PRECAMBRIAN SAND & GRAVEL LTD.		
					(0.00)	(0.000)
CRP 050023	Application	2005-04-14			35.73	14.460
				PRECAMBRIAN SAND & GRAVEL LTD.		
					(0.00)	(0.000)
		PT.LSDS 1 & 2				
LOC 891250	Active/Disposed	1990-02-01	2024-03-22		5.49	2.220
				CONOCOPHILLIPS CANADA RESOURCES CORP.		
					(0.00)	(0.000)
LOC 900339	Active/Disposed	1990-03-01	2024-03-22		58.98	23.870
				CONOCOPHILLIPS CANADA RESOURCES CORP.		
		EXISTING ASSIGNMENT PENDING - 01401048				
		EXISTING ASSIGNMENT PENDING - 01401048				
					(5.88)	(2.380)
MSL 891356	Active/Disposed	1989-12-06	2024-03-22		2.97	1.200
				CONOCOPHILLIPS CANADA RESOURCES CORP.		
					(2.97)	(1.200)
PLA 062866	Letter of Authority	2006-08-31	2999-12-31		7.28	2.947
				CONOCOPHILLIPS CANADA RESOURCES CORP.		
					(2.09)	(0.844)
SML 020038	Active/Disposed	2005-08-25	2015-08-24		33.33	13.490
				PRECAMBRIAN SAND & GRAVEL LTD.		
					(0.00)	(0.000)

Activities and Titles

Land Activity	Status/Type	Date	Expiry	Metes and Bounds Remarks / Client	Total Area Acres	Total Area Hectares
MSL 972136	Letter of Authority	1997-07-15	2022-07-14		0.99	0.400
				CONOCOPHILLIPS CANADA RESOURCES CORP.		
					(0.99)	(0.400)
RRD8622891	Active/Disposed	1987-03-09	2999-12-31		172.99	70.007
				TRANSPORTATION		
					(10.84)	(4.387)
SML 020038	Active/Disposed	2005-08-25	2015-08-24		33.33	13.490
				PRECAMBRIAN SAND & GRAVEL LTD.		
					(0.00)	(0.000)
TFA 155938	Active/Disposed	2015-10-26				
				ENBRIDGE PIPELINES (ATHABASCA) INC.		
					(0.00)	(0.000)
TFA 202398	Active/Disposed	2020-06-10	2021-06-11			
				ATCO ELECTRIC LTD		
					(0.00)	(0.000)
VCE 140069	Letter of Authority	2014-11-26	2039-11-25		22.93	9.278
				ATCO ELECTRIC LTD		
					(3.33)	(1.349)

Brenda Huxley

From: AEP EDS-Support
Sent: Thursday, January 30, 2020 4:13 PM
To: AEP Aggregate Return
Subject: SML Annual Return for SML020038
Attachments: SML020038_Annual_return.pdf

The following has been successfully created in EDS:

Surface Material Leases Annual Return for PRECAMBRIAN SAND & GRAVEL LTD.. For reporting period 2019/01/01 to 2019/12/31

This message is generated by Electronic Disposition System (EDS) on 2020/01/30 at 16:12:53

Please do not reply to this message.

This is Exhibit "F" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Government of Alberta ■ Corporation/Non-Profit Search
Corporate Registration System

Date of Search: 2020/06/10
Time of Search: 08:45 AM
Search provided by: BROWNLEE LLP
Service Request Number: 33570544
Customer Reference Number: 72333-0143/JNCU

This is Exhibit " G " referred to in the Affidavit of
Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Corporate Access Number: 208488759
Business Number: 866930340
Legal Entity Name: 848875 ALBERTA LTD.

Legal Entity Status: Active
Alberta Corporation Type: Numbered Alberta Corporation
Registration Date: 1999/10/06 YYYY/MM/DD

Registered Office:
Street: 1700, 10175 - 101 STREET NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J0H3

Records Address:
Street: 1700, 10175 - 101 STREET NW
City: EDMONTON
Province: ALBERTA
Postal Code: T5J0H3

Email Address: EDMONTONCORPORATESERVICES@PARLEE.COM

Directors:

Last Name: PRZYSIEZNY
First Name: JACKIE
Middle Name: MICHELLE
Street/Box Number: BOX 247
City: LAC LA BICHE
Province: ALBERTA
Postal Code: T0A2C0

Last Name: PRZYSIEZNY
First Name: ALLAN

Middle Name: WAYNE
Street/Box Number: BOX 247
City: LAC LA BICHE
Province: ALBERTA
Postal Code: T0A2C0

Voting Shareholders:

Legal Entity Name: 1960233 ALBERTA LTD.
Corporate Access Number: 2019602339
Street: BOX 247
City: LAC LA BICHE
Province: ALBERTA
Postal Code: T0A2C0
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE ATTACHED SCHEDULE
Share Transfers Restrictions: NO SALE OR TRANSFER OF SHARES WITHOUT PRIOR APPROVAL BY THE BOARD OF DIRECTORS AT A UNANIMOUS MEETING OF THE BOARD.
Min Number Of Directors: 2
Max Number Of Directors: 6
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: NONE

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
AL'S CONTRACTING (2005)	TN11904877

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2019	2019/10/21

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
1999/10/06	Incorporate Alberta Corporation
2010/12/23	Capture Microfilm/Electronic Attachments
2010/12/23	Capture Microfilm/Electronic Attachments
2016/05/17	Change Director / Shareholder
2019/03/18	Name/Structure Change Alberta Corporation
2019/10/21	Enter Annual Returns for Alberta and Extra-Provincial Corp.
2019/10/23	Change Address
2020/02/17	Update BN

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Amended Annual Return	10000807108067234	2010/12/23
Share Structure	ELECTRONIC	2019/03/18

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

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

Bill Turner

Sworn before me this 30th day

of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

Alberta Environment and Sustainable Resource Development

Surface Materials Lease

DEPT. COPY

Surface Materials Lease No. SML 120004

THIS INDENTURE made in duplicate on December 20, 2013.

BETWEEN: **HER MAJESTY THE QUEEN,** in right of the Province of Alberta, as represented herein by the Department of Environment and Sustainable Resource Development, by the "director" duly designated under the *Public Lands Act*, (hereinafter called the "director")

OF THE FIRST PART

AND **ZACHARY KALINSKI,** (hereinafter called the "Operator"),

OF THE SECOND PART

WHEREAS the lands hereinafter described are public lands within the meaning of the *Public Lands Act*; and

WHEREAS pursuant to the Public Lands Administration Regulation (hereinafter called the "Regulation") established under the *Public Lands Act*, the director may grant a lease of public land for removal of clay, marl, sand, gravel, silt, topsoil and peat.

THEREFORE THE PARTIES HERETO AGREE EACH WITH THE OTHER AS FOLLOWS:

1. The director hereby leases unto the Operator the land described in the attached Appendix A (hereinafter called the "land"), for a term of **10** years commencing on **December 20, 2013** , and ending on **December 19, 2013,** with the right to work and remove out of the surface thereof , in accordance with the *Public Lands Act* and the Regulation.

2. The Operator shall not use the land for any purpose other than to take and remove the authorized surface materials.

3. Before commencing any work on the land, the Operator shall submit a detailed operating plan for the director's approval and shall pay the security deposit.

4. The Operator shall comply with all the relevant provisions designated as Schedule "A" hereto attached.

5. The Operator shall pay the first year's rental on the execution of this lease and each year's rental thereafter on or before the anniversary date of this lease, calculated at the rates specified by the Regulation in force at the time payment becomes due.

6. The Operator shall pay the royalties, specified by the Regulation in force at the time the surface materials are removed, taxes and other charges that may be assessed against the land.

7. The Operator shall keep and maintain complete and accurate books and records of a type and form satisfactory to the director showing the quantity of surface materials removed from the land.

8. The Operator shall file a return with the Department within thirty days of the end of each twelve-month period of the term and at any other time as the director may request in writing.

9. The Operator shall pay a penalty of $25.00 for neglecting to file a return on time in accordance with this lease, in addition to all other payments he is obliged to make under the terms hereof or under the Regulation.

10. The return shall report the quantity and kind of surface materials removed during the preceding twelve-month period. The quantity of peat removed shall be expressed as the cubic content of the compressed product prepared for market.

11. The Operator shall submit his books and records for audit, pursuant to Section 95 of the Regulation, to an Officer of the Department identified by the director.

12. In the course of carrying on the operations on the land, the Operator shall keep and preserve the pits and works from all avoidable environmental damage and shall, at the cancellation or termination of the lease, deliver possession of the land to the Department in a satisfactory condition.

13. The Operator shall reclaim the surface of the land in a manner satisfactory to the Department.

14. In the event that the Operator defaults for a period exceeding thirty days by failing to pay any money owing to the Department on any account whatsoever, the director may distrain the Operator's goods and chattels found upon the land and sell same to recover the money owing and costs and expenses incidental to the distress process.

15. When the Operator defaults in respect of this lease in any manner whatsoever, the director may cancel this lease upon the expiration of thirty days after the director has mailed to the Operator's last known address (according to the records of the Department), a notice that the lease will be cancelled and the reason for the impending cancellation.

16. Service of a notice upon the Operator may be effected by ordinary mail addressed to the Operator at the last known address, (according to the records of the Department) and the Operator will be deemed to have received same in the ordinary course of mail delivery at that address.

17. A waiver on behalf of the Department of any breach or of any proviso, condition, restriction or stipulation herein contained (negative or positive in form) shall not be binding upon the Department unless the same is expressed in writing and any waiver so expressed shall not limit or affect the director's rights with respect to any other or future breach.

18. The Operator will keep the Crown indemnified against all actions, claims and demands that may be lawfully brought or made against the Crown by reason of anything done by the Operator in the exercise or purported exercise of the rights, powers and liberties granted by this lease.

19. The Operator shall not sublet, transfer or assign the land or any part thereof without the written consent of the director.

20. The Minister may, by order, authorize the Minister of Infrastructure, the Minister of Transportation or any other person to enter the land under a lease and remove surface material required for the construction or maintenance of public roads or other public works.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on Dec. 21, 2013 (date).

SIGNED, SEALED AND DELIVERED by the parties hereto in the presence of:

Witness to the signature of the director

The director, *Public Lands Act*

Witness to the signature of the Operator

Operator's Signature

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

Bill Turner

Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

SUBCONTRACT AGREEMENT

Project #: 500-02

Subcontract #: _____

THIS AGREEMENT made effective this 19 day of August, 20 17 (the "Effective Date")

BETWEEN **OCL Group Inc.** (the "Contractor")

AND E Construction Ltd (the "Subcontractor")

WHEREAS THE CONTRACTOR has entered into an agreement (the "Prime Contract") dated the 19 day of August, 20 17 with RMWB (the "Owner") for the completion of certain work described in QU4411 Anzac Water & Sewer Contract 4 (the "Project");

AND WHEREAS the Project includes the work to be performed under this Agreement (the "Subcontract");

AND WHEREAS the Subcontractor has agreed with the Contractor to be bound by all of the terms and conditions of the Prime Contract including plans, specifications, general and supplementary conditions and addenda for the Project.

The Contractor and the Subcontractor agree as follows:

ARTICLE 1 - The Work

The Subcontractor will furnish all necessary labour, materials, tools and equipment to complete the portion(s) of the Project (the "Work") detailed in Schedule 1 on the terms and conditions in this Subcontract, including the inclusions in Schedule 1 – The Work, at and for the Subcontract Price identified in Article 2.

ARTICLE 2 – Subcontract Term

This Subcontract will remain in effect on an as required basis, commencing on the Effective Date until the estimated completion date or completion of all scope work, final documentation and Owner's final acceptance of installed work, whichever is later.

ARTICLE 3 – Subcontract Price

The Subcontract Price is $12,989,074.91 as per Unit CAD, exclusive of any value added tax ("VAT", which shall include but not be limited to the Goods and Services Tax or the Harmonized Sales Tax as applicable under the Excise Tax Act) and inclusive of all other federal and provincial taxes of any kind whatsoever, and the Subcontract Price shall be subject to adjustment by the amount of any increase or decrease in cost to the Subcontractor due to changes to such included taxes arising after the time of bid closing. The Subcontract amount will be adjusted only by way of an approved and fully executed Change Order.

ARTICLE 4 - Surety Bonds/Subcontractor Performance Security

The Subcontractor agrees to provide the following Surety Bonds and/or Subcontractor Performance Security in a form acceptable to the Contractor, naming the Contractor as obligee: 50% Performance Bond and 50% Labour and Materials Bond. **N/A**

ARTICLE 5 – Payment & Invoicing Requirements

The Contractor agrees to pay the Subcontractor for performance of the Subcontract as follows:

a) The Subcontractor will submit proper progress invoices (including referencing the subcontract number, clearly identifying work completed since the last invoice, whether it is being invoiced under an approved Change Order, and clearly identifying any statutory holdbacks) acceptable to the Contractor on or before the 25th day of each month for submission for certification to the Owner or the Owner's Consultant(s) designated pursuant to the Prime Contract covering work performed up to such date. All progress invoices should be submitted in pdf format with any associated attachments to ap@oclgroup.ca or by mail to the address for notices to the Contractor identified in Article 8 Attention: Accounts Payable.

b) All progress invoices shall be accompanied by a Statutory Declaration in substantially the form attached as Exhibit "B". The payment of a progress invoice will be withheld until receipt of a properly executed Statutory Declaration.

c) Payments will be made monthly on progress claims as certified by the Owner or its said Consultant(s) covering 90.00% of the work completed by the Subcontractor plus the applicable VAT, such payments to be made within fifteen (15) days after the Contractor has received payment from the Owner.

d) The balance of the amount payable by the Contractor to the Subcontractor pursuant to each such progress claim, as so certified, shall be paid ten (10) days after the builder's lien rights expire or within ten (10) days after receipt of such amount by the Contractor from the Owner, whichever is later.

e) Once the Subcontractor has completed all required work under this Subcontract, the Subcontractor must submit a proper progress invoice requesting release of the holdback, a clearance letter of good standing from the Worker's Compensation Board, a properly completed Statutory Declaration substantially in the form attached as Exhibit "B", a clearance letter of good standing from the provincial taxing authorities (if applicable), and all manuals, warranties and as-built drawings as reasonably required by the Contractor.

f) Notwithstanding sub-articles (c) and (d) above, if Owner fails to make payment to the Contractor when due in accordance with the terms of the Prime Contract, the associated payment to the Subcontractor will become due sixty (60) days after payment was due to the Contractor from the Owner.

g) The Subcontractor agrees that, if the Owner does not pay the Contractor for reasons of the Owner's insolvency or for reasons relating to the non-performance of the Subcontractor, then, notwithstanding the provisions of paragraph (d) of this Article 4, the Contractor shall not be obligated to pay to the Subcontractor the associated payment.

h) No progress payment or final payment shall be due or payable until the Subcontractor furnishes the Contractor with the required documentation as outlined in this Subcontract, together with a sworn statement that all accounts for labour, sub-subcontracts, materials, construction machinery and equipment and other indebtedness which might have been incurred by the Subcontractor in the performance of the Work and for which the Contractor might in any way be held responsible have been paid in full (except for holdback amounts to be payable out of the funds to be paid to the Subcontractor or as an identified amount in dispute).

ARTICLE 6 - Contract Documents

The Subcontractor agrees to be bound by all of the terms and conditions of the Prime Contract, including all plans, specifications, general and supplementary conditions and addenda thereto, and in construing Subcontractor's obligations under the Prime Contract, the term "Owner" will be read as "Contractor" and the term "Contractor" will be read as the term "Subcontractor". The terms and conditions of the Prime Contract (including without limitation any guarantees or warranties thereunder as to performance and/or quality of the Work) and the plans, specifications, general and supplementary conditions and addenda of the Prime Contract , and the Subcontract Terms and Conditions attached as Schedule 2 and any other Schedules attached hereto, and the Contractor's schedule as hereinafter provided for shall form part of this Subcontract and the whole shall constitute the entire Subcontract between the parties and the same are hereinafter referred to as the "Contract Documents". In the event of any discrepancy between the various documents constituting the Contract Documents, the document imposing the higher or more restrictive standard upon the Subcontractor shall prevail

ARTICLE 7 – Schedule

The Subcontractor will begin the Work upon award of the Subcontract and will schedule its requirements to carry on and complete the Work in accordance with the Contractor's schedule, as amended from time to time, so as not to interfere with or delay the work of the Contractor or any other subcontractor. The order and schedule of the Work will be determined at the sole discretion of the Contractor in consultation with the Subcontractor. Notwithstanding any such consultation with the Subcontractor, the Contractor's determination of such order and schedule for the Work (whether made before or after the signing of this Subcontract) shall be binding upon the Subcontractor. If the Subcontractor fails to perform in accordance with the Contractor's schedule and by reason thereof the Contractor becomes liable for liquidated damages or other damages or incurs additional costs because of non-performance of the Subcontractor, the Subcontractor shall become responsible for payment to the Contractor of such proportionate share of any liquidated damages, other damages or losses so incurred.

ARTICLE 8 - Addresses for Notices

Addresses for notices to the parties under this Subcontract are as follows:

If to the Contractor: OCL Group Inc.

325 Woodgate Road
Okotoks, Alberta
T1S 2A5 Canada

Attention: Claude Bastarache, General Manager Civil.

Email: claudebastarache@oclgroup.ca

If to the Subcontractor:

Box 5210 Fort McMurray	Fort McMurray	Alberta	T9H 3G3
Address	City	Province	Postal Code

Trent Mitchell
Attention To

trent.mitchell@ecltd.ca
Email

Any notices delivered by email will be deemed delivered and received four (4) hours after being sent. Any notices delivered by registered mail will be deemed received three (3) days after being sent.

The parties have executed this Subcontract, including all Schedules, effective as of the date stated on the first page.

OCL Group Inc.

CONTRACTOR

(Authorized Signature)

Claude Bastarache, General Manager Civil.

Name and Title

E Construction Ltd.

SUBCONTRACTOR

Dave Manchakowski

(Authorized Signature)

~~Trent Mitchell, Area Manager~~
Doug Elliott, President
Name and Title
Dave Manchakowski, VP Finance

SCHEDULE 1 – The Work

LUMP SUM CONTRACT

This Lump Sum Subcontract is issued to Subcontractor to supply Contractor with all labour, materials, tools and equipment required for the [insert short project description] and the supply and installation of all materials not identified as owner-supplied required for the complete [Insert complete project description including reference to prime contract and RFP number].

Lump Sum pricing is based on drawings, specifications and the Owner's Standards (issued or noted on issued drawings, CWP's, Appendices and all related Bid Documents) for [Insert RFP # and Description], including all addenda.

Supply and installation of all labor, materials, tools and equipment and all consumables, and the environmentally appropriate disposal of waste materials for a complete installation per the plans and specifications is included.

All mobilization and demobilization costs are included.

All camp/catering facilities, bussing and transportation costs are included in the Lump Sum Price unless specifically otherwise agreed to in writing by Contractor or otherwise as specifically provided for in the Prime Contract.

Subcontractor is responsible for providing fuel for their vehicles and equipment at their own cost.

Daily Reporting: LEMS summaries (Labour, Equipment, Material, Subtrade) and progress reports must be issued daily and signed off by Contractor's Site Superintendent (or their designate) by close of business each working day.

The Agreement authorizes a maximum expenditure of the Subcontract Price. Work expected to exceed this amount must be approved in advance and will not be invoiced or considered owing without a fully-executed Change Order increasing the Subcontract Price.

Additional work outside the scope of this contract (Change-Order) must be pre-approved in writing by Contractor's Project Manager prior to executing such work or incurring any costs. Markup for such changes shall not exceed those charged in the original Subcontract.

All progress billings must be substantiated with adequate back-up as agreed to by Contractor's Project Manager as proof of the work completed.

SAFETY, COMPLIANCE AND LABOUR REQUIREMENTS

All personnel entering the Owner's site must meet Contractor's and Owner's pre-access requirements which include but are not limited to:

a) Alcohol and Drug Testing (if required)
b) Receive Owner's Site Specific Training (if required)
c) Receive Contractor's Site Specific Orientation Construction Safety Training System (CSTS)
d) Oil Sands Safety Association (OSSA)
e) Confined Space Training (if required)
f) Oil Sands Safety Association (OSSA): Fall Arrest Training (if required)
g) Oil Sands Safety Association (OSSA): Man Lift (JLG) Training (if required)

The minimum basic PPE requirements include: a CSA approved hard hat (not white in color), CSA approved steel toe work boots, CSA approved foam backed safety glasses, reflective stripes, long pants and sleeved shirts and work gloves. It is the Subcontractor's responsibility to evaluate their scope of work and determine and provide all additional job-specific PPE required to safely perform the Subcontractor's scope of work. (if required)

Subcontractor will follow the OH&S Guideline at all time.

Subcontractor must provide supporting documentation to Contractor for evaluation and approval prior to work commencing on site. This includes, but is not limited to, the following:

a) Provide proof of Minimum Automobile Insurance of $5,000,000.00 for all vehicles entering Owner's site.
b) Provide proof of Minimum Commercial General Liability Insurance of $5,000,000.00 naming Contractor as Named Insured.

c) Provide proof of valid WCB Insurance and compliance with any safety compliance utilized by Owner (e.g. ISNetworld, Comply Works, etc.) to be provided prior to work commencing. (If Required)
d) Company Certification - Welding (If Required)
e) Technician's Certification - Welding (if Required)
f) Procedures (in writing) - Need to be approved, including but not limited to Shop and Field Inspections.
g) Inspection and Testing Plans (ITP) - Contractor Shall be responsible for executing their work according to their approved ITP
h) Material Test Reports (MTR) - (If Applicable) Mill certificates - (If Applicable)

Subcontractor must comply with and agree to any site-specific labour agreements, conditions or requirements, including hours of work and all subsequent modifications or interpretations to said agreement prior to work commencing on site.

All labour and/or sub-subcontractors provided by Subcontractor must be subject to the same Terms & Conditions, Site Rules and Expectations, including hours of work, as set forth in the Prime Contract or by Contractor to Subcontractor. Overtime is not permitted without the express written permission of the Contractor.

Subcontractor personnel are required to attend daily safety and coordination meetings with Contractor.

Subcontractor's Manager(s) are required to attend once-monthly site safety meetings.

All Vehicle Passes issued by Owner to Subcontractor will be returned upon completion of work. Issuance of vehicle passes is at the discretion of Owner and Contractor is not responsible for any delays or additional costs incurred due to late or non-issued vehicle passes.

Subcontractor is responsible for escorting all Subcontractor provided materials, equipment and miscellaneous items onto the Owner's job site.

Permitting: Subcontractor will be responsible for obtaining any necessary work permits from the Owner on an as required basis. Contractor will assist with this process as reasonably required.

DESCRIPTION OF THE WORK

See attached Exhibit A.

198	2.7.1	Subgrade Preparation - 300mm Depth			m2	37,600
		Cement Stabilized Subgrade				
199	2.7.2	300mm Depth - Placing			m2	156,700
200	2.7.3	Portland Cement			tn	2,600
		75mm Minus Granular Sub Base				
201	2.7.4	300mm Depth			m2	59,900
		20mm Granular Base Course				
202	2.7.4	200mm Depth	m2	5,600	m2	5,600
203	2.7.4	300mm Depth	m2	48,800	m2	48,800
204	2.7.4	400mm Depth	m2	92,000	m2	92,000
		Asphaltic Concrete				
205	2.7.5	70mm Depth	m2	38,600	m2	38,600
206	2.7.5	60mm Depth	m2	74,900	m2	74,900
207	2.7.5	50mm Depth	m2	36,800	m2	36,800
208	2.7.5	40mm Depth	m2	70,700	m2	70,700
		Concrete Work				

209	2.7.6	Straight Face Curb and Gutter with Monolithic Walk	lm	380
210	2.7.7	Concrete Ramps	ea	2
211	2.7.8	2m Asphalt Pathway	lm	3,700

SCHEDULE 2 - TERMS AND CONDITIONS

1. REGULATIONS, LAWS, PERMITS, ETC.

The laws of the place of the Project shall govern the Work. In the performance of the Work, the Subcontractor shall comply with all laws, statutes, regulations, ordinances, judgments, standards and codes which are or come into force during the performance of the Work and which relate thereto. Unless otherwise stipulated the Contractor shall obtain the building permit. The Subcontractor shall obtain all permits, licenses and certificates relative to the Work.

2. INSTRUCTIONS AND DECISIONS

The Subcontractor will carry out the instructions of the Contractor relative to the Work. Should the Subcontractor hold such instructions to be at variance with this Subcontract or to involve changes in work already built, fixed, ordered or in hand or to be given in error, the Subcontractor shall notify the Contractor before proceeding to carry them out. If the Contractor and the Subcontractor fail to reach agreement with respect to any such instruction and the Contractor directs to have such instruction carried out, the Subcontractor shall comply with such instruction without delay. Any unresolved questions of difference of cost resulting from any such instruction shall be decided in the manner provided by Section 26.

3. CHANGES TO THE WORK

The Subcontractor shall not make any changes to the Work without the written consent of the Contractor. The Contractor may order changes to the Work and shall do so in writing.

4. SHOP DRAWINGS

The Contractor will determine the number of copies of shop drawings as may reasonably be required together with the procedure and schedule for transfer of same and the Subcontractor shall supply such shop drawings.

5. AS-BUILT DRAWINGS, MAINTENANCE MANUALS, ETC.

The Subcontractor shall supply all as-built drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates, and other similar documents, as required of it by the Contract Documents in a manner and at a time stipulated by the Contractor but in any event not later than the Subcontractor's final progress claim or fifteen (15) days before the final inspection of the Owner or its Consultant(s), whichever is earlier.

6. TRIAL ASSEMBLIES AND SAMPLES

The Subcontractor shall furnish to the Contractor such "mock-ups", trial assemblies and samples, as may reasonably be required at such times and in the manner requested by the Contractor.

7. TESTS AND DESIGNS

The Subcontractor shall furnish to the Contractor any tests and designs related to the Work as may be required by the Contractor in addition to tests and designs called for in the Contract Documents. If tested Work is found to be in accordance with the Subcontract, the Contractor shall pay the costs of re-examination, testing and placement. If such Work be found not in accordance with the Subcontract, through the fault of the Subcontractor, the Subcontractor shall pay such costs.

8. SUPERVISION

The Subcontractor, where installation is a part of the Subcontract, shall keep on the Project, during the course of the Work, a competent supervisor and any necessary assistants, all satisfactory to the Contractor. The supervisor shall not be changed except with the consent of the Contractor, unless the supervisor ceases to be in the Subcontractor's employ. The supervisor shall represent the Subcontractor in its absence and direction on minor matters given to the supervisor shall be deemed to be given to the Subcontractor. Important decisions shall be given in writing to the Subcontractor. The Subcontractor shall give efficient supervision to the Work, using its best skill and attention. The Subcontractor shall not employ on the Work any unfit person or anyone not skilled in the work assigned to it.

9. EMERGENCIES

The Subcontractor acknowledges that the Contractor has authority in an emergency to stop the progress of the Work whenever, in its opinion, such stoppage may be necessary to protect the health and safety of any person, the environment or any part of the Project, or any neighbouring property. Where such stoppage is made necessary by acts or omissions of the Subcontractor, any costs for such work stoppage will be to the Subcontractor's account.

10. PROTECTION OF THE WORK AND PROPERTY AND RISK OF LOSS

The Subcontractor shall protect all of the Work from damage, and shall not cause damage to the Work or property of others. In the event of any damage to the Work or property of others, caused by the Subcontractor, the Contractor shall have authority to assess all such damages and may deduct the cost thereof from payment then or thereafter due to the Subcontractor.

Title to supplies or materials shall be vested in the Contractor the earliest of: (i) the date the supplies or materials are first delivered to the Project site; (ii) the date the Contractor pays

for the supplies or materials or a portion thereof; or (iii) the date stipulated in the Prime Contract for passage of title of materials or supplies to the Owner. Notwithstanding the passage of title from the Subcontractor to the Contractor the Subcontractor shall retain the risk of loss until the Subcontractor's supplies and materials are incorporated into the Project.

11. GUARANTEE/WARRANTY

The Subcontractor hereby guarantees and warrants that the Work will be performed in accordance with the Contract Documents. The Subcontractor shall correct promptly, at the Subcontractor's expense, defects or deficiencies in the Work that appear prior to and during the warranty period specified in the Prime Contract, and for the duration of any applicable extended warranties. No payment to the Subcontractor and no partial or entire use or occupancy of the Work by the Owner shall be construed as an acceptance of any work or materials not in accordance with the Contract Documents.

12. HOUSEKEEPING

The Subcontractor, where installation is a part of the Subcontract, shall at its own expense complete its own clean-up and removal from site of all debris resulting from the carrying out of the Work to ensure a safe and accessible work area is available at all times. Failure to perform the above will result in written notice to cure to the Subcontractor, failing which the Subcontractor shall be liable for all costs incurred by the Contractor to perform such work, together with an appropriate mark-up.

13. BONDING I PERFORMANCE SECURITY

The Subcontractor, if requested, must produce the Surety Bonds and/or Subcontractor Performance Security in a form acceptable to the Contractor and must maintain same in good standing until completion of this Subcontract, including the discharge of all warranty obligations. The cost of the Surety Bonds and/or the Subcontractor Performance Security shall be borne by the Subcontractor if called for at the time of tendering, but otherwise the cost shall be borne by the Contractor.

14. CONTRACTOR'S EQUIPMENT AND STORAGE

Notwithstanding any stipulations in other Contract Documents, it is mutually agreed that any storage, site offices, site shops or any of the Contractor's equipment shall be available to the Subcontractor only at the Contractor's discretion and on mutually agreed terms. The Subcontractor assumes the risk of loss to any equipment, supplies or materials used by the Subcontractor in the performance of the Work but not incorporated into or forming a permanent part of the Work.

15. INSURANCE

(a) The Subcontractor shall, without limiting its obligations or liabilities as stated elsewhere in this Subcontract, obtain and continuously maintain at its own expense and cost, the following insurance coverages:

(i) Workers' Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Province or Territory having jurisdiction over such employees;

(ii) General Liability insurance, including coverage for completed operations hazards;

(iii) Automobile Liability insurance covering all owned and non-owned motor vehicles operated or used by the Subcontractor in the performance of the Work;

(iv) Equipment insurance covering all construction machinery, temporary buildings, equipment and tools used by the Subcontractor in the performance of the Work;

(v) If watercraft or aircraft are used or operated by the Subcontractor in the performance of the Work, Watercraft and Aircraft Liability insurance; and

(vi) Such other insurance that may be deemed required by the Owner or the Contractor.

(b) The minimum limits of insurance to be provided by the Subcontractor under Section 16 (a) (ii), (iii), and (v) shall be the greater of the corresponding limits required under the Prime Contract and $5,000,000 per occurrence. Such insurance shall be maintained for at least six (6) years following completion of the Project.

(c) The Subcontractor's General Liability insurance shall name both the Contractor and Owner as additional insureds with respect to liability arising out of the operations of the Subcontractor in performing this Subcontract and shall provide that the insurer shall waive any right of subrogation against the Contractor and the Owner. The Subcontractor's equipment insurer shall also waive any right of subrogation against Contractor and against the Owner.

(d) On projects where the Owner or the Contractor provides Course of Construction and/or Wrap-Up Liability insurance, such insurance will be subject to deductibles. The applicable deductible shall be the obligation of the party causing the damage or injury. In the case of Course of Construction losses, if no responsible party can be established, the deductible shall be borne by the party or parties whose work has been damaged in proportion to such damage. If the Contractor is providing Course of Construction and/or Wrap-Up Liability insurance, the applicable deductible shall not be less than $25,000 per loss. It is the responsibility of the Subcontractor to satisfy itself as to the adequacy of such insurance.

(e) Prior to the commencement of the Work and upon request by the Contractor during the course of its completion, the Subcontractor shall provide to the Contractor a certificate of insurance in respect of the required insurance coverages (or a certified copy of the entire policy or policies, if so requested), and a clearance certificate or similar instrument of the relevant Workers Compensation authority or authorities. The insurer(s) shall provide thirty (30) days prior written notice of cancellation to the Contractor and the Owner of the coverage required under Section 16 (a) (ii), (iii), (iv), (v), and (vi).

16. INDEMNIFICATION

The Subcontractor shall indemnify and hold harmless the Contractor, its agents, employees, affiliates, directors and officers from and against any and all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties ("Third Party Liabilities") that arise out of or are attributable to the Subcontractor's performance of the Subcontract, providing that such Third Party Liabilities are caused by acts or omissions of the Subcontractor or anyone else for whom the Subcontractor may be liable.

17. REJECTED WORK

The Subcontractor shall promptly remove from the Project site any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or other acts of the Subcontractor, which has been determined by the Contractor and/or the Owner and/or its Consultant(s) as failing to conform to the Contract Documents, whether incorporated in the Work or not. The Subcontractor shall promptly replace and re-execute such non-conforming work, and pay for any resultant damages caused to the work of others.

18. CONTRACTOR'S RIGHT TO PERFORM THE SUBCONTRACT WORK, STOP THE SUBCONTRACT WORK, OR TERMINATE THE SUBCONTRACT

(a) If the Subcontractor should be adjudged bankrupt, or is unable to meet its financial obligations as they become due, or makes a general assignment for the benefit of creditors, or if a receiver is appointed, the Contractor may, without prejudice to any other right or remedy the Contractor may have, by giving the Subcontractor or receiver or trustee in bankruptcy notice in writing, terminate the Subcontractor's right to continue with the Subcontract Work in whole or in part or terminate the Subcontract, or place the Subcontractor in default of its obligations under this Subcontract.

(b) If the Subcontractor should neglect to execute the Subcontract Work properly or otherwise fail to comply with the requirements of the Subcontract to a substantial degree, the Contractor may, without prejudice to any other right or remedy the Contractor may have, notify the Subcontractor in writing that the Subcontractor is in default of the Subcontractor's contractual obligations and instruct the Subcontractor to correct the default in three (3) Working Days immediately following the receipt of such notice.

(c) If the default cannot be corrected in the three (3) Working Days specified, the Subcontractor shall be in compliance with the Contractor's instructions if the Subcontractor:

(i) Commences the correction of the default within the specified time; and

(ii) Provides the Contractor within the three (3) Working Days with an acceptable schedule for such correction; and

(iii) Corrects the default in accordance with such schedule.

(d) If the Subcontractor fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the Contractor may have, the Contractor may:

(i) Correct such default and deduct the cost thereof from any payment then or thereafter due the Subcontractor and any remaining cost due the Contractor shall remain the liability of the Subcontractor; or

(ii) Terminate the Subcontractor's right to continue with the Subcontract Work in whole or in part or terminate the Subcontract.

(e) If the Contractor terminates the Subcontractor's right to continue with the Subcontract Work as provided in Sections 18(a) and 18(d), the Contractor shall be entitled to:

(i) Take possession of the Subcontract Work and material and utilize the construction machinery and equipment available upon the Project site, subject to the rights of third parties, and finish the Subcontract Work by whatever method the Contractor may consider expedient, but without undue delay or expense; and

(ii) Charge the Subcontractor the amount that the full cost of finishing the Subcontract Work, including a reasonable allowance to cover the Contractor's overhead, fees and an estimation of the cost of corrections to the work performed by the Subcontractor that may be required under Section 11 - Guarantee/ Warranty, exceeds the unpaid balance of the Subcontract Price, however, if such cost of finishing the Subcontract Work is less than the unpaid balance of the Subcontract Price, the Contractor shall pay the Subcontractor the difference; and

(iii) Upon expiry of the warranty period, charge the Subcontractor the amount by which the cost of corrections to the Subcontractor's work under Section 11 exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Subcontractor the difference.

(f) To the extent of the Owner's right to terminate the Prime Contract for convenience or otherwise without cause, the Contractor shall have the right to terminate this Subcontract for convenience or otherwise without cause by providing the Subcontractor with a written Notice of Termination, to be effective upon receipt by the Subcontractor. If the Subcontract is so terminated, the Subcontractor shall be paid for work duly performed up to the date of termination. The Subcontractor shall only be entitled to prospective profits on unperformed work to the extent that the Contractor is able to recover such Subcontractor's prospective profits from the Owner.

(g) In the event of default by the Owner under the Prime Contract, the Contractor shall have the right to terminate this Subcontract by providing the Subcontractor with a written Notice of Termination, to be effective upon receipt by the Subcontractor. In such case, the Subcontractor shall only be entitled to such payments in respect of the Work as the Contractor is able to secure under the Prime Contract.

19. PROJECT MATERIALS AND EQUIPMENT

The Subcontractor shall not remove any materials or equipment brought on to the Project site for incorporation into the Work without the prior written authority of the Contractor.

20. SUBCONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE SUBCONTRACT

If the Subcontractor has submitted proper progress claims on time to the Contractor and such claims are not paid when due, the Subcontractor may, upon five (5) days written notice to the Contractor, stop work and may terminate this Subcontract fifteen (15) days after giving such notice to the Contractor and recover payment for all Work executed and any loss sustained on plant and material by reason of such non-payment. The Subcontractor may not terminate this Subcontract if payment of any sums overdue is made by the Contractor to the Subcontractor before the expiry of the fifteen (15) day notice period.

21. ASSIGNMENT

Neither party shall assign this Subcontract or any part thereof without the prior written consent of the other party, except in the case of an assignment by the Contractor to an affiliate, in which case the Contractor shall provide written notice to the Subcontractor and the Contractor shall remain liable for its obligations under this Subcontract. The Subcontractor will not assign payments under this Subcontract without the

written consent of the Contractor, provided always, however, that the Subcontractor by reason of this provision will not be precluded from assigning or pledging the benefits of this Subcontract in the normal course of business. The Subcontractor agrees that the list of names of Sub-Subcontractors supplied prior to the signing of this Subcontract is the list of Sub-Subcontractors to be used to carry out those portions of the Work noted thereon and the Subcontractor shall not employ any to whom the Contractor may reasonably object. If the change of any name on such list is required by the Contractor and the Work has to be awarded to a higher bidder, the amounts payable hereunder shall be increased by the difference payable as a result of the difference between the two bids. No such sub-contracting by the Subcontractor will relieve the Subcontractor from any obligations under this Agreement.

22. INSOLVENCY AND BANKRUPTCY

In the event of the insolvency of the Subcontractor, this Subcontract shall, at the option of the Contractor, cease and terminate and, in that event, the assignees or trustees in bankruptcy of the Subcontractor shall not acquire any interest in or to this Subcontract but shall be paid (but in all cases subject to the terms of this Subcontract including without limitation, the provisions of Section18 hereof) only for such work as the Subcontractor shall have performed and been unpaid for as at the date of insolvency or bankruptcy. The Contractor's determination of the amount payable as at the date of insolvency or bankruptcy shall be conclusive.

23. PAYMENT OF BILLS

The Subcontractor shall promptly and satisfactorily settle and pay for all accounts or claims on the Work. If, after having received seven (7) days written notice from the Contractor to settle and pay such accounts or claims, the Subcontractor fails or refuses to settle same, the Contractor shall have the right to pay such accounts and/or claims for the account of the Subcontractor and the receipt issued to the Contractor with respect to such account and/or claim shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing provisions, the Subcontractor shall not be required to pay any such account or claim if the Subcontractor has reasonable grounds for disputing same and the Contractor in these circumstances will only have the right to pay or settle such accounts and/or claims in such manner as in its opinion will not prejudice the Subcontractor's right to dispute same.

24. SETOFF

If the Subcontractor should become bankrupt or insolvent or have a receiver appointed for it, or if a judgment is obtained against it which is not promptly satisfied by it or if the Subcontractor should fail or refuse to promptly pay or settle accounts and/or claims against it with respect to the Work or if a lien should be claimed or filed with respect to the performance of the Work by the Subcontractor , then and upon any such occurrence the Contractor, after seven (7) days written notice to the Subcontractor, shall have the right to pay such sums as may be necessary to satisfy such claims and shall have the right to setoff against the sums so paid firstly, any monies otherwise payable to the Subcontractor under this Subcontract and secondly, any other agreement between the Contractor and the Subcontractor.

25. PARTIAL OCCUPANCY

Should the Owner's Consultant or the Owner request partial occupancy, the Subcontractor shall prepare the portion of the Work necessary for partial occupancy. The Contractor shall endeavor to make arrangements with the Owner to accept those portions to be used and to start from the date of such acceptance any guarantee or warranty under the Prime Contract as to performance and/or of quality of the work furnished pursuant to the Prime Contract.

26. DISPUTES

In the case of any dispute arising between the Contractor and the Subcontractor as to their respective rights and obligations under this Subcontract, the Contractor, in the first instance, shall interpret and provide its decision in writing. Differences between the parties as to the interpretation, application or administration of the Subcontract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by decisions of the Contractor shall be settled as follows:

(a) The Subcontractor shall be conclusively deemed to have accepted the Contractor's written decision and to have expressly waived and released the Contractor from any claims in respect of the particular matter unless within ten (10) working days after receipt of that decision, the Subcontractor provides written notice to the Contractor of any dispute in respect of such decision.

(b) The parties shall make all reasonable efforts to resolve their dispute by amicable negotiations.

(c) If the dispute is not resolved by negotiations, either party shall be entitled to request the use of a mediator to be appointed through mutual agreement to assist the parties to reach agreement on any unresolved dispute.

(d) Failing agreement as to the appointment of a mediator within thirty (30) days of such dispute arising or failing resolution through mediation and subject to the Contractor's pre-emptive rights below, either party shall be entitled to give the other notice of a request to arbitrate.

(e) The arbitration shall take place in the jurisdiction of the place of the Work in accordance with the National Arbitration Rules of the ADR Institute of Canada, Inc. and the decision of the arbitrator will be final and binding upon the parties. The language of the arbitration will be English.

(f) Should any dispute or portion of any dispute between the Contractor and the Subcontractor relate to a dispute between the Owner and the Contractor , and where the Prime Contract provides for dispute resolution by arbitration, the Contractor may direct that such dispute or portion thereof as between the Contractor and Subcontractor be disposed of at the same time in the same arbitral proceedings by the arbitrator(s) as is appointed to resolve the dispute between the Owner and the Contractor, and the Subcontractor agrees to such direction and joinder of proceedings.

(g) Where the Prime Contract provides for dispute resolution by litigation, or where the Contractor otherwise notifies the Subcontractor of its intention that any disputes not resolved following mediation be resolved by litigation, notwithstanding any request for

arbitration issued by the Subcontractor, the Contractor shall have the pre-emptive right to issue written notice to the Subcontractor directing the waiver of arbitration proceedings hereunder, and such dispute will be resolved at the same time and in the same proceedings between the Owner and the Contractor or, where no such proceedings exist, then in litigation proceedings between the Contractor and Subcontractor. In such case, the parties attorn to the exclusive jurisdiction of the courts in the Province where the Project is situated, irrespective of conflict of laws rules.

(h) The Subcontractor acknowledges that notwithstanding the referral of any dispute to the procedures hereunder, it shall not be entitled to suspend or delay the performance of the Work.

27. SAFETY

In addition to the acknowledgement and acceptance of the Contractor's Safety Program as governing the Work, the Subcontractor agrees to implement and administer the following procedures:

(a) The Subcontractor shall implement a safety program that meets or exceeds the requirements of the Contractor's Safety Program. If any part or parts of the Subcontractor's program are deemed by the Contractor not to comply with the requirements of the Contractor's Safety Program, the Subcontractor shall implement the corresponding part(s) of the Contractor's Safety Program. The Subcontractor will also implement and comply with the Owner's Occupational Health and Safety requirements.

(b) The Subcontractor will comply with all local, provincial and federal Occupational Health and Safety legislation and regulations.

(c) The Subcontractor will actively promote safe working performance on the part of its personnel. The Subcontractor's Site Supervisors shall attend all Supervisory Personnel Safety Meetings as may be scheduled by the Contractor's Project Superintendent. The Subcontractor will also conduct its own safety program best suited to its practical needs.

(d) The Subcontractor will have a representative at the Scheduled Tool Box Safety Meetings and inform all of its employees of current safety procedures on the Project site.

(e) The Subcontractor will cooperate with all safety representatives having jurisdiction at the Project site.

(f) The Subcontractor will ensure that before any of its personnel begin work on the Project, that its employees have been advised and indoctrinated as to the safety rules and procedures of the Contractor's Safety Program.

(g) The Subcontractor will inform its personnel of the location and use of emergency equipment.

(h) The Subcontractor will inform its personnel of existing Project procedures for First Aid and Ambulance calls.

(i) The Subcontractor will take immediate action to correct unsafe practices or conditions when reported or observed.

(j) The Subcontractor will use its own regular system of inspection to detect and correct hazardous conditions, safety rule violations and unsafe working practices in its own area, provided such system meets or exceeds the system of inspection set out in the Contractor's Safety Program.

(k) The Subcontractor will at all times provide and enforce the use of personal protective equipment required by the Workers' Compensation Board or local, Provincial, or Federal Regulations.

(l) The Subcontractor will at all times employ good and orderly housekeeping methods. Special attention must be given to maintaining clear walkways, removal of trash, removal of slipping and tripping hazards, and proper storage of materials. Temporary material storage accesses must be requested and cleared through the Project Superintendent and kept neat at all times.

(m) The Subcontractor's Site Supervisor or its representative will give their current address and telephone number to the Contractor's Project Superintendent so that they may be contacted after hours in case of any emergency involving hazard, loss or damage of the Subcontractor's work, materials, or equipment.

(n) The Subcontractor must attend the pre-job Safety Meeting, if applicable, with at least one (1) site person, preferably the Subcontractor's Site Supervisor.

(o) If the Subcontractor violates, breaches, or disregards the Occupational Health and Safety legislation and regulations or the Contractor's Safety Program rules and procedures, the Contractor may, without prejudice to any other remedy the Contractor may have, terminate the Subcontract in accordance with Section 19(a) and the Subcontractor will be liable for all resulting losses, costs and damages.

28. THIRD PARTY INTELLECTUAL PROPERTY

The Subcontractor is responsible for all royalties and patent license fees required for the performance of the Work and will indemnify and hold the Contractor harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Subcontractor's performance of the Subcontract which are attributable to an infringement or an alleged infringement of the intellectual property rights of a third party by the Subcontractor or anyone for whose acts the Subcontractor may be liable.

29. NON-MERGER OF REMEDIES

Each of the rights and remedies of the Contractor provided for in this Subcontract shall be in addition to and not in substitution for any of the other rights and remedies of the Contractor provided for in this Subcontract or available to the Contractor at law or in equity and none of such rights and remedies shall be construed so as to limit, prejudice or adversely affect any other of such rights and remedies.

30. ENTIRE AGREEMENT

This Subcontract, together with any documents attached or incorporated, constitutes the entire agreement between the parties, and supersedes all previous communications between them, either oral or written. No modification of this Subcontract and no waiver of rights under this Subcontract shall be valid or binding on the parties unless the same be in writing. Failure of the Contractor to insist upon strict performance of any term or condition of the Subcontract, or to exercise any option in any one or more instances, shall not be construed to be a waiver of any such term, condition or option, or any other covenants or agreements, but the same shall be and remain in full force and effect. The partial or complete invalidity of any one or more conditions or sentences of the Subcontract shall not affect the validity or continuing force and

effect of any other condition. The rights and remedies of the Contractor hereunder will survive termination of this Subcontract for any reason.

31. ENUREMENT

This Subcontract shall ensure to the benefit of and be binding upon the parties, their successors, executors, administrators or permitted assigns.

EXHIBIT "A" – DESCRIPTION OF THE WORK

See attached Exhibit "A" – Subcontractor Work Description and Pricing

Please see attached

EXHIBIT "B" – STATUTORY DECLARATION

DOMINION OF CANADA

Province of _____

In the matter of a Contract entered into with

_____

by OCL Group Inc.

Project: _____

TO WIT:–

I, _____ of the City of _____ in the Province of _____ do solemnly declare:

1. That I am _____ of _____
   (President, Secretary, Treasurer, a Partner, etc.)
   the Subcontractor named in the contract above mentioned, and as such have personal knowledge of the facts hereunder declared.
2. That all the Subcontractor's, labour and accounts for materials whatsoever entering into the construction of that portion of the work covered by the said contract as set forth in the progress estimate passed last previous to the one attached hereto have been duly paid.
3. That, if applicable, the wages paid are in all cases the same as or above those set out in the Schedule of Wages attached to and forming part of the said contract.
4. That, if applicable, the Subcontractor or the Subcontractor's subcontractor has complied with any regulatory Fair Wage Policies in force at this date.

And 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 and by virtue of The Canada Evidence Act.

Declared before me at _____ Province of _____ this _____ day of _____ A.D. 20____.

Signed _____

_____

(A Notary Public, Commissioner for Oaths, etc.)

Note 1. Where Subcontractor is a Corporation or a partnership, declarer's position in the Corporation or partnership and Company or partnership name should be clearly shown in No. 1. Where Subcontractor is the person who makes the declaration, strike out "of" in the first line of No. 1.

August 18, 2017

OCL Group
10014 Main Stree
Fort McMurray, AB
T9H 2G5

Attn: Claude Bastarache

Re: RMWB QU#4411 Anzac Water & Sewer Contract 2 – Surface Works Revised Pricing

E Construction Ltd. has reviewed the documents supplied by the Regional Municipality of Wood Buffalo including addenda 1 to 3, and offers the following pricing for your consideration.

Please see Attached Unit Price Schedule – Bid Item 2.7.4.1- General Contractor to Supply 75mm Gravel Sub Base

General contractor to supply granular sub base to our crew (to the grade) during placement. Pricing does not include loading or hauling from onsite stockpile.

Daily Production of 2,000 tonnes

NOTE:.

This price is exclusive to the recipient (acting as the General Contractor) only and cannot be subsequently subcontracted to another contractor by the recipient.

Excavation / Backfill to subgrade Work to be completed by General Contractor.

Work is priced to come to site once underground and excavation work has been completed by General Contractor for large work. Minimum of 200m of road must be available for rehabilitation

General Contractor responsible for residential driveway access during underground operations. Pricing includes flagging for quoted scope only.

ECL not liable for any liquidated damages on project.

All removals by General Contractor

Site fencing by General Contractor and is not included the pricing

Traffic control signage (General Project site), message boards, signal lights, and public notifications by General Contractor. Flagging for ECL work included in pricing.

Permits are the responsibility of the general contractor or owner. These permits must be obtained before work can be started.

No warranty will be given for any trench, fill settlements or base failures on work not completed by or contracted to E-construction ltd. All other works carry a one year warranty or as required in the prime contract

Eco plan and environmental protection is the responsibility of the general contractor

Site specific safety plan in the responsibility of the general contractor

Mix design will be provided. Third party quantity control for cement stabilization, base, concrete, and asphalt is the responsibility of the general contractor and not included in pricing

All vibration monitoring for quoted scope of work not included and is to be provided by the general contractor

Asphalt to be Alberta Transportation type M1 / H2 mix containing 12.5mm aggregate with PG 58-28 liquid cement

Pricing for asphalt trail includes geotextile, granular base, prime coat, and asphalt paving. Pricing does not include back sloping / grading.

E Construction is not responsible for any postponement of milestones or completion dates due to weather or the work of others on this or adjacent sites which is not directly under our control and or supervision

No provisions made for cold weather paving. Any cost associated with these items would be at extra cost

Owner/General Contractor is responsible for ensuring that the scope area is free of obstacles, etc. prior to start of work.

E Construction will require a supervised roll test of subgrade / sub-base fill prior to first mobilization to site. E Construction will not mobilize to site until this has been completed and signed off by the geotechnical engineer. Any required remediation of the fill material/existing site as handed to us by the general contractor can done at an extra cost, handled on a force account basis.

Survey is the responsibility of the general contractor.

All dust control by General Contractor.

Pricing is provided for stated bid items only, in accordance with all specifications laid forth in the tender documents. Provided pricing cannot be broken out without the written consent of E Construction Ltd.

Any hydrovacing if required to locate existing utilities to be done on an hourly basis or by others. All conflicts with shallow utilities resulting in relocation costs, etc. to be the responsibility of others.

Minimum of 3 weeks noticed must be given to E Construction prior to requiring ECL's services.

If directed to build on material that is deemed unsuitable by the geotechnical engineer, E Construction will required a signed letter worded to our satisfaction absolving us of warranty and density requirements for the pavement, gravel and concrete structures.

If directed by the owner/general contractor to install pave, gravel, or pour concrete in unsuitable or cold weather, E Construction cannot be held responsible for any asphalt that does not meet density specification. E Construction will require a signed letter worded to our satisfaction absolving us from our contractual warranty and quality

Requirements prior to commencing paving, gravel installation, or pouring concrete in such a situation

If directed by the owner/general contractor to pave in unsuitable temperatures (as defined in the Tender Specifications), E Construction will not be held responsible for any resulting costs associated with removal or repaving. E Construction will require a letter worded to our satisfaction absolving us from these costs prior to site mobilization under conditions that would result in a violation of these temperature parameters

If sacrificial asphalt is require for the winter months, asphalt can be placed at the provide unit rates.

All work is priced for day time working hours.

No warranty will be given for any trench, fill settlements or base failures on work not completed by or contracted to E-construction ltd. All other works carry a one year warranty or as required in the prime contract

Site is assumed to be at subgrade or sub-base elevation +/- 25mm, but not uniformly high or low. Any work required to bring site to proper elevation would be at an extra cost

Concrete pricing assumes RMWB standard details, RMWB standard mix design and 10M rebar, as well as free choice of concrete supplier.

Damage to concrete due to winter snow clearing is not covered under warranty

Concrete pricing includes supply and install of concrete as well as subgrade and gravel prep under concrete items

All rebar to be standard billet steel. Epoxy coated or galvanized rebar will be an extra cost.

Concrete damaged by third party activity will not be honored by warranty

All locates and protection of existing underground utilities by the general contractor

Gravel pricing assumes free choice of gravel supplier, with gravel pricing also assuming standard RMWB specs on aggregate

If E Construction is awarded the work, we will require an overall site schedule from the general contractor prior to our first mobilization, clearly showing our scopes of work

All payments to be net 30 days

If E Construction is awarded the work, the subcontract agreement must explicitly reference this quotation and all terms and conditions within

Quotation valid for 90 days

All prices are plus 5% G.S.T.

Work Priced for 2017 & 2018 Construction Season.

Any additional work will be gladly priced or may be considered an extra done on a time and materials basis at our published prices.

Please accept our thanks for the opportunity of quoting this project.

E Construction Ltd.

Trent Mitchell

Trent Mitchell, C.E.T.
Area Manager

ADDRESS: BOX 5210 FORT McMURRAY, ALBERTA T9H-3G3 PHONE: (780) 743-3822 FAX: (780) 743-5946

E CONSTRUCTION LTD.
PO BOX 5210
FORT MCMURRAY, AB
Phone: 7807433822
Fax: 7807435946

FM-17-054-F RMWB ANZAC CONTRACT 2 SURFACE - FINAL Trent Mitchell

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	PART B - ROAD REHAB				
2.7.1.1	NORMAL SUBGRADE PREP - SCARIFY & COMPACT	37,600.000	M2	4.75	178,600.00
2.7.2.1	300MM DEPTH CEMENT STABILIZED SUBGRADE	156,700.000	M2	12.00	1,880,400.00
2.7.3.1	PORTLAND CEMENT - FOR STABILIZED SUBGRADE	2,600.000	MT	333.72	867,672.00
2.7.4.1	300MM DEPTH 75MM GSB - PLACEMENT ONLY	59,900.000	M2	8.00	479,200.00
2.7.4.2	200MM DEPTH 20MM GBC - SUPPLY & PLACE	5,600.000	M2	19.00	106,400.00
2.7.4.3	300MM DEPTH 20MM GBC - SUPPLY & PLACE	48,800.000	M2	32.00	1,561,600.00
2.7.4.4	400MM DEPTH 20MM GBC - SUPPLY & PLACE	92,000.000	M2	40.00	3,680,000.00
2.7.5.1	70MM DEPTH ACP - SUPPLY & PLACE	38,600.000	M2	20.95	808,670.00
2.7.5.2	60MM DEPTH ACP - SUPPLY & PLACE	74,900.000	M2	17.95	1,344,455.00
2.7.5.3	50MM DEPTH ACP - SUPPLY & PLACE	36,800.000	M2	15.11	556,048.00
2.7.5.4	40MM DEPTH ACP - SUPPLY & PLACE	70,700.000	M2	12.12	856,884.00
2.7.6.1	SF C&C WITH MONO WALK	380.000	M	308.45	117,211.00
2.7.7.1	PARARAMPS	2.000	EA	1,400.00	2,800.00
2.7.8.1	2M ASPHALT PATHWAY	3,700.000	M	82.19	304,103.00
2.9.6.1	TEMP. FACILITIES & CONTROLS	1.000	LS	245,031.91	245,031.91
	SUBTOTAL PART B				**$12,989,074.91**
	Bid Total				**$12,989,074.91**

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

Bill Turner

Sworn before me this 30th day

of July A.D., 20 20

A Notary Public, A Commissioner for Oaths
In and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

CONTRACTOR'S COPY **SUBCONTRACT # 3325-02**

THIS AGREEMENT made this 8th day of **March, 2018**

BETWEEN **E CONSTRUCTION LTD.**
(hereinafter called the "Contractor")
P.O. Box 5210, Fort McMurray, AB, T9H 3G3

AND **JMB CRUSHING SYSTEMS ULC**
(hereinafter called the "Subcontractor")
P.O. Box 6977, Bonnyville, AB, T9N 2H4

WHEREAS THE CONTRACTOR has entered into an agreement (hereinafter called the "Prime Contract") dated the **19th** day of **August, 2017**, with

OCL GROUP INC.
(hereinafter called the "Owner")

for the construction of **QU4411 – ANZAC WATER AND SEWER CONTRACT 2**

CEMENT STABILIZED SUBGRADE, GRANULAR BASE COURSE CONSTRUCTION, CONCRETE INFRASTRUCTURE, ASPHALT CONCRETE PAVEMENT CONSTRUCTION
(hereinafter called the "Project")

AND WHEREAS the Prime Contract includes the work to be performed under this Agreement;
AND WHEREAS the Subcontractor has agreed with the Contractor to construct, install and complete the portion(s) of the Project and supply the materials necessary therefore as hereinafter set forth;
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 - THE WORK

A. The Subcontractor shall supply all the labour, supervision, materials, tools, and equipment necessary to construct, install and complete the following portion(s) of the Project (hereinafter called the "Work"), at and for the subcontractor price(s), namely:
In accordance with all applicable plans and specifications to complete the work described below.
The Subcontractor shall: Dewater, Excavate, Split, Eliminate, Screen, Crush, and Stockpile including all pit cost's, royalties, permits, code of practice the following aggregate materials in the Subcontractor's Aggregate Source as named below:

JMB Cheecham Pit SML 100101 located at Sec 1, 2-84-6-W4
SML 100075, 14-82-7-W4, SML 120004 2,3-82-7-W4

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Bid
1	Des 2 Class 20	144,300	Per tonne	$22.48	$3,243,864.00

TOTAL ESTIMATED COST **$3,243,864.00**

- Subcontractor to haul granular base material to contractor as required to meet production demands. Hauling of material is expected to commence in May of 2018 and will continue throughout the entire duration of the 2018 construction season.
- Subcontractor is responsible for maintaining haul road and their cost from Cheecham Pit to Hwy 881 during the course of construction.
- Subcontractor responsible to provide and maintain all required haul road use agreements.
- Subcontractor responsible for payment of the Community Aggregate Payment Levy (CAPL) if applicable.

all in a proper and workmanlike manner and in accordance with the requirements and on the terms and conditions contained herein of both the Prime Contract (including, without limitation, such documents as drawings, specifications, instructions to bidders, general and/or special conditions, and any addenda thereto issued before the date of Subcontractor's tender closing to the Contractor or as modified herein), and this Agreement including the Subcontract Conditions and Appendix "B", if any, forming part hereof (hereinafter called the "Contract Documents").

B. The Subcontractor will begin work on or about the 15th day of **March, 2018**, and will carry on and complete the Work on or before the 15th day of **November, 2018**, (hereinafter called the "Subcontract Time") generally in accordance with the Schedule attached hereto or as otherwise provided for by the Prime Contract and the Subcontractor shall carry out its work in a manner which shall not delay the work of the Contractor or of other subcontractors on the Project. The order and schedule of the Work will be at the discretion of the Contractor in consultation with the Subcontractor.

C. The period of time in SC 18 shall be **3** days.

ARTICLE 2 - PAYMENT

The Contractor agrees, subject to such additions and deductions for changes as may be determined in accordance with the terms hereof, to pay the Subcontractor including Federal sales tax in effect at the time of the Subcontractor's tender closing in Canadian Funds for the performance of this Subcontract as follows:

A. Payments shall be made monthly on progress estimates as approved by the Contractor covering 90 % of the value of the Work completed by the Subcontractor to the 25th of the previous month; but in no event shall payment be made later than 45 days after receipt of the Subcontractor's monthly progress estimate by the Contractor.

B. Payment Clarifications:
   a. Granular Base Course:
      i. Payment will be based on accepted quantity supplied to site. All loads shall be scaled using certified truck scale. Copy of scale calibration certificate shall be provided to contractor prior to commencement of haul. Truck haul tickets by truck to be provided daily to Contractor personnel for verification which shall be used for payment purposes.
      ii. ECL will pay an interim crush rate of $22.48/tonne less $10.98/tonne ($11.50/tonne) monthly.
      iii. ECL would reduce the rate paid by $10.98/tonne if we had to haul material with our own forces. This would accommodate loading and hauling. Truck scale provided by JMB.
      iv. It is the intention of ECL to utilize JMB for supply and delivery of the GBC as required.

C. It is agreed between the Contractor and Subcontractor hereto that payments made shall be treated as advances which will be deducted from the final payment amount.

D. Payment of the balance owing under this Subcontract shall be made within 10 days after payment has been received by the Contractor, or within a reasonable period of time after total performance or termination of the Prime Contract, or stoppage of the Project, whichever is earlier. This provision shall not relieve the Contractor from its obligation of payment to the Subcontractor in the event the Contractor does not receive the balance of the contract funds from the Owner within a reasonable period of time.

E. If the Contractor fails to make any payments to the Subcontractor as such payments become due under the terms of this Subcontract, or in an award by arbitration or a court, interest of Prime % per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

F. Quality Control Testing by the Contractor on all aggregates at the crusher or in the crushed stockpiles does not relieve the Subcontractor from any obligation to perform all work in strict accordance with the requirements of the Contract.

ARTICLE 3 - AGREEMENT

All the documents as set forth in Article 1 A. form part of this Agreement and the whole shall constitute the entire contract between the parties (hereinafter called the "Subcontract"). This Subcontract shall enure to the benefit of and be binding upon the parties hereto, their respective successors, executors, administrators and permitted assigns.

ARTICLE 4 - ADDRESSES FOR NOTICES

Addresses for notices for the parties under this Subcontract are:

Contractor's Address	P.O. Box 5210, Fort McMurray, AB, T9H 3G3
Subcontractor's Address	P.O. Box 6977, Bonnyville, AB, T9N 2H4

IN WITNESS WHEREOF the parties hereto have executed this Agreement including Conditions following, the day and year first above written,

SIGNED, SEALED AND DELIVERED

in the presence of

Contractor: E CONSTRUCTION LTD. SEAL

per: (Signature)

Name & Title: D ZAHARICHUK, VPD

Witness

per: (Signature)

Name & Title: DEAN MORROW, DIVISION MANAGER.

Subcontractor: JMB CRUSHING SYSTEMS ULC SEAL

per: (Signature)

Name & Title: Jeff Beck, President

Witness

per: (Signature)

Name & Title

SUBCONTRACT CONDITIONS

SC 1 - PRECEDENCE

1.1 In the event of any discrepancy between the various documents constituting the Prime Contract and this Subcontract, the terms and conditions of this Subcontract shall prevail, except as may be otherwise noted in Appendix A.

SC 2 - REGULATIONS, LAWS, ETC.

2.1 The law of the place of the Work shall govern this Subcontract.

SC 3 - PERMITS, LICENSES AND CERTIFICATES

3.1 Unless otherwise stipulated the Contractor shall obtain and pay for the building permit. The Subcontractor shall obtain and pay for all permits, licenses and certificates relative to the Work of this Subcontract.

SC 4 - INSTRUCTIONS AND DECISIONS

4.1 The Subcontractor shall carry out the instructions of the Contractor relative to the Work. The Contractor shall determine all matters pertaining to this Subcontract and direct the Subcontractor accordingly. Should the Subcontractor hold such instructions to be at variance with this Subcontract or to involve changes in the Work already built, fixed, ordered or on hand or to be given in error, the Subcontractor shall notify the Contractor in writing before proceeding to carry them out. If the Contractor and the Subcontractor fail to reach agreement with respect to any such instruction and the Contractor decides to have such instruction carried out, the Subcontractor shall comply with such instruction without delay. Any unresolved questions of difference of cost resulting from any such instruction shall be decided in the manner provided by SC 26 hereof.

4.2 Whenever by the terms of this Subcontract any matter is to be decided, stipulated, requested or required by the Contractor or to be done to the approval or satisfaction or at the discretion or with the authority or according to the opinion of the Contractor or acceptable or satisfactory to the Contractor or otherwise to be subject to singular or discretionary determination by the Contractor, the Contractor shall act reasonably and in a timely manner and if the Contractor's approval or consent is required pursuant to any provision of this Subcontract such approval or consent shall not be unreasonably withheld.

SC 5 - CHANGES TO THE WORK

5.1 The Contractor, without invalidating this Subcontract, may make changes by altering, adding to, or deleting from the Work and the Subcontract Price and Subcontract Time shall be adjusted accordingly. No changes shall be made without a written order from the Contractor and no, subject to SC26 hereof, claim for an addition or deduction to the Subcontract Price or change in the Subcontract Time shall be valid unless so authorized and at the same time valued or agreed to be valued at a price satisfactory to the Contractor and the Subcontractor.

SC 6 - SHOP DRAWINGS

6.1 The Contractor shall determine the number of copies of shop drawings as may reasonably be required together with the procedure and schedule for the transfer of them, and the Subcontractor shall prepare and supply such shop drawings in compliance with the Prime Contract.

SC 7 - RECORD DRAWINGS, MAINTENANCE MANUALS, ETC.

7.1 The Subcontractor shall supply all record drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates, and other similar documents, as required of it by the Contract Documents in a manner and at a time stipulated by the Contractor but in any event not later than the Subcontractor's final progress estimate or 2 weeks before the Consultant's final inspection, whichever is earlier.

SC 8 - TRIAL ASSEMBLIES AND SAMPLES

8.1 The Subcontractor shall furnish the Contractor such mockups, trial assemblies and samples, as are required by the Contract Documents at such times and in the manner requested by the Contractor.

SC 9 - TESTS AND DESIGNS

9.1 The Subcontractor shall furnish the Contractor with any tests and designs related to the Work as may be required by the Contractor in addition to tests and designs called for in the Contract Documents. If the Work to which such tests and designs are related is found to be in accordance with the Contract Documents, the Contractor shall pay the cost of reexamination, testing, designs and replacements.

SC 10 - SUPERVISION & WORKERS

10.1 The Subcontractor shall keep on the Project, at all times during the course of the Work, an experienced, designated responsible person and any necessary assistants, all of whom shall be satisfactory to the Contractor. This person shall not be changed except with the consent of the Contractor, unless such person proves to be unsatisfactory to the Subcontractor or ceases to be in the Subcontractor's employ. This person shall represent the Subcontractor and directions on minor matters given to the person shall be held to be given to the Subcontractor. Important directions shall be given in writing to the Subcontractor. The Subcontractor shall provide efficient supervision to the Work, using its best skill and attention. The Subcontractor shall not employ on the Work any unfit person or anyone not skilled in the work assigned to them.

SC 11 - EMERGENCIES

11.1 The Contractor has authority in an emergency to stop the progress of the Work whenever, in the Contractor's opinion, such stoppage may be necessary to ensure the safety of life, or any part of the Project, or neighbouring property. The Contractor has the authority to make changes and to order, assess and award the costs of work extra to the Subcontract or otherwise as may, in the Contractor's opinion, be necessary to ensure such safety.

SC 12 - PROTECTION OF THE WORK AND PROPERTY

12.1 The Subcontractor shall be responsible for the protection of its own Work and shall take all reasonable precautions to protect the Work and property of others during the performance of the Work.

SC 13 - WARRANTY

13.1 The Subcontractor warrants the Work in accordance with the Contract Documents. No payment to the Subcontractor and no partial or entire occupancy of the Work by the Owner shall be construed as an acceptance of any Work or material not in accordance with this Subcontract. The Subcontractor shall promptly remove from the Project any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act or omission of the Subcontractor, which has been condemned by the Contractor as failing to conform to the Contract Documents, whether incorporated into the Work or not. The Subcontractor shall promptly replace and re-execute such defective or condemned Work. The Subcontractor agrees to pay for damage resulting from corrections made under this requirement.

SC 14 - HOUSEKEEPING

14.1 During construction, the Subcontractor shall at all times remove and keep removed from the site all debris resulting from its operations, and upon completion of the Work shall remove all temporary structures belonging to the Subcontractor, and shall leave the premises in a neat and tidy condition.

SC 15 - BONDING

15.1 Notwithstanding the terms and conditions of the instructions to bidders, the Subcontractor, if required by the Contractor, must produce bonds with a Surety in a form acceptable to the Contractor and must maintain same in good standing until completion of this Subcontract, provided however, that any such requirement must be requested by the Contractor within 15 days of the execution of this Subcontract. The cost of a Labour and Material Payment bond and/or Performance bond shall be borne by the Subcontractor if called for at the time of tendering, but otherwise the cost shall be borne by the Contractor. Any demonstrable costs associated with a change of the Surety company at the instruction of the Contractor shall be borne by the Contractor.

SC 16 - INSURANCE

16.1 The Subcontractor shall, without limiting its obligations or liabilities herein, provide, maintain and pay for:

(a) general liability insurance, automobile liability insurance, aircraft and watercraft liability insurance in the amounts and on terms described in and consistent with the Contract Documents unless otherwise specified;
(b) Workers' Compensation insurance covering all employees and sub-contractors' employees, engaged in the Work, in accordance with the statutory requirements; and
(c) all risks contractor's equipment insurance covering construction machinery and equipment used by the Subcontractor for the performance of the Work.
(d) such other insurance as may be required by the Contractor from time to time, with regard always to a standard of insurance coverage reasonably expected to be carried by any prudent Subcontractor performing similar work for others.

16.2 The minimum amount of insurance to be provided under terms (a) and (c) above shall not be less than those of the Prime Contract and in no case shall be less than $2,000,000 for bodily injury and/or property damage.

16.3 Prior to commencement and through to completion of the Work, the Subcontractor shall provide the Contractor with certificates (or with full complete copies if the Contractor has need of them) of such insurance, which shall be subject to the Contractor's approval for adequacy of protection.

16.4 The Contractor shall be provided with not less than 15 days written notice in advance of any cancellation, change or amendment restricting coverage.

16.5 The Subcontractor, upon request, shall provide proof of good standing with the Workers' Compensation Board.

16.6 On projects where the Contractor is required by the Prime Contract or by the Owner to carry all risk or similar insurance, such insurance may be subject to an amount deductible from the sum otherwise payable thereunder, and the burden of such deduction shall be borne by the party responsible for the loss, or if no responsible party can be determined, by the party receiving the direct benefit of such insurance.

SC 17 - HOLD HARMLESS

17.1 The Subcontractor shall indemnify and hold harmless the Contractor, the Owner, the Consultant, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to the Subcontractor's performance or non-performance of the Subcontract (hereinafter called "claims"), provided such claims are:

(a) attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, and
(b) caused by negligent acts or omissions of the Subcontractor or anyone for whose acts the Subcontractor may be liable, and
(c) made in writing within a period of 6 years from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the place of the Work.

The Contractor hereby expressly waives the right to indemnity for claims other than those stated above.

17.2 The Contractor shall indemnify and hold harmless the Subcontractor, its agents and employees from and against all claims, demands losses, costs, damages, actions, suits, or proceedings arising out of the Subcontractor's performance of the Subcontract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.

SC 18 - CONTRACTOR'S RIGHT TO DO WORK OF THE SUBCONTRACTOR OR TERMINATE THE SUBCONTRACT

18.1 If the Subcontractor should neglect to prosecute the Work properly or fail to perform any provisions contained in the Contract Documents, the Contractor may give the Subcontractor written notice specifying such default and if such default shall continue for the period of time specified in Article 1C, hereof the Contractor, without prejudice to any other right or remedy it may have, may make good such deficiencies and deduct the cost thereof from the payment otherwise due to the Subcontractor or may terminate this Subcontract, and may, for the purpose of completing the Work, take possession of all materials, tools and equipment, upon the premises, and may either complete this Subcontract itself or employ any other person, firm or corporation to do so, charging all costs incurred to the Subcontractor.

18.2 If the Subcontractor should be adjudged bankrupt, or if a judgement is made and is not satisfied, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Subcontractor's insolvency, the Contractor may, without prejudice to any other right of remedy it may have, by giving to the Subcontractor or receiver or trustee in bankruptcy written notice, take over the Work of the Subcontractor, or terminate the Subcontract. In completing the Work of the Subcontractor, the Contractor shall be entitled to recover all costs incurred as a result of completion of the Subcontract including any replacement contractors, labour, equipment, materials, interest, legal expenses and any other costs associated with or resulting from completing the Work of the Subcontract.

SC 19 - SUBCONTRACTOR'S RIGHT TO STOP WORK OR SUSPEND OR TERMINATE THE SUBCONTRACT

19.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed because of the Contractor's insolvency, the Subcontractor may, without prejudice to any other right or remedy it may have, by giving the Contractor or receiver in bankruptcy written notice, terminate the Subcontract.

19.2 If the Work should be stopped or otherwise delayed for a period of 30 days or more under an order of any Court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Subcontractor or of anyone directly or indirectly employed by it, the Subcontractor may, without prejudice to any other right or remedy it may have, by giving the Contractor written notice, terminate the Subcontract.

19.3 The Subcontractor may notify the Contractor in writing that the Contractor is in default of its contractual obligations if the Contractor should fail to pay the Subcontractor in accordance with the time for payment stated in Article 2 of this Subcontract. Such written notice shall advise the Contractor that if such default is not corrected within 5 working days from the receipt of the written notice the Subcontractor may, without prejudice to any other right or remedy it may have, stop work and/or terminate the Subcontract.

19.4 If the Subcontractor terminates the Subcontract under the conditions set out above, the Subcontractor shall without prejudice to any other right or remedy it may have, be entitled to be paid for all Work performed and for any loss sustained with respect to products and construction machinery and equipment, with reasonable profit, damages and legal expenses.

19.5 If the Prime Contract is terminated for any reason, either the Contractor or Subcontractor may terminate this Subcontract upon written notice to the other. Thereafter the respective rights of the parties shall be as if the Subcontractor had terminated the Subcontract under any of the above conditions.

SC 20 - PROJECT MATERIALS AND EQUIPMENT

20.1 The Subcontractor shall not remove any materials or equipment brought on to the Project for incorporation into the Work without written authority of the Contractor.

SC 21 - ASSIGNMENT

21.1 Neither party to this Subcontract shall assign the Work or any part thereof without written consent of the other. The Subcontractor will not assign payments under this Agreement without the written consent of the Contractor, provided always, however, that the Subcontractor by reason of this provision will not be precluded from assigning or pledging the benefits of this Subcontract in the normal course of business.

SC 22 - SUBCONTRACTORS

22.1 The Subcontractor agrees that the list of names of sub-subcontractors to be supplied prior to the signing of this Subcontract is the list of sub-subcontractors to be used to carry out those portions of the Work noted therein and the Subcontractor shall not employ any sub-subcontractor to whom the Contractor may reasonably object. If the change of any name on such list is required by the Contractor and the Work has to be awarded to a higher bidder, the amounts payable hereunder shall be increased by the difference payable as a result of the difference between the two bids. No such subcontracting by the Subcontractor will relieve the Subcontractor from any obligations under this Subcontract. The Subcontractor agrees that it shall incorporate the terms and conditions of the Contract Documents into all agreements it enters into with any such sub-subcontractors.

SC 23 - STATUTORY DECLARATION

23.1 Before payment of the balance payable pursuant to Article 2 hereof is made, the Subcontractor must execute and submit the Statutory Declaration and Indemnity in A.C.A. Form B Rev. 1, to the Contractor or such other form as may be acceptable to the Contractor.

SC 24 - PAYMENT OF BILLS

24.1 The Subcontractor shall promptly and satisfactorily settle and pay for all accounts, claims or liens with respect to the Work. If, after having received 2 working days written notice from the Contractor to settle and pay such accounts, claims or liens, the Subcontractor fails or refuses to settle or pay same, the Contractor shall have the right to settle or pay such accounts, claims, and/or liens for the account of the Subcontractor and the receipt issued to the Contractor with respect to such accounts, claims or liens shall be conclusive evidence as to such payments and the amount thereof. Notwithstanding the foregoing provision, the Subcontractor shall not be required to pay any such accounts, claims or liens if it has reasonable grounds for disputing same and the Contractor in these circumstances will only have the right to pay or settle such accounts, claims or liens in such manner as in its opinion, will not prejudice the Subcontractor's right to dispute same.

SC 25 – SITE OCCUPANCY AND ROADWAY RENTALS

25.1 When pursuant to the terms and conditions of the Prime Contract the project contains a site occupancy or roadway rental clause and the work completed by the Subcontractor is subject to that clause the cost of such occupancy/rental will be added or deducted from the Subcontractor as follows:

(a) the Subcontractor shall be responsible to complete his work in the number of days or at the productivity level indicated in his quotation with the Subcontractor being charged for the number of days used and the balance of days will either be added or deducted from his progress estimate.

(b) in the event the Subcontractor is entitled to additional site occupancy /roadway rental days pursuant to the Prime Contract and those days are granted to the Subcontractor by the Owner those additional days will be added to the number of site days indicated in his quotation.

(c) in the event no site occupancy or roadway rental days were contained in the quote of the Subcontractor it is assumed that the work will be completed concurrent with the work of the Contractor. If the Work of the Subcontractor extends beyond the completion of the work of the Contractor then the Contractor will deduct the additional days of site occupancy/roadway rental.

SC 26 – LIQUIDATED DAMAGES

26.1 When pursuant to the terms and conditions of the Prime Contract the project contains a liquidated damages provision and the work undertaken by the Subcontractor is subject to that clause, liquidated damages will be dealt with as follows:

(a) in the event the project is completed prior to the specified completion date or within the number of working days allowed then no charge or credit will be given to either the Contractor or the Subcontractor.

(b) in the event the Contractors schedule is delayed forcing the project into liquidated damages through no fault of the subcontractor then no liquidated damages charge will be made to the Subcontractor and will be to the account of the Contractor.

(c) when liquidated damages result from a delay in the Subcontractor commencing or recommencing its Work or the Subcontractor being over site occupancy days then the Subcontractor will be charged the liquidated damages resulting from such delay and/or additional site occupancy.

(d) when the Subcontractor is to have completed its work concurrent with the work of the Contractor and does not do so for the Subcontractor's own reasons then any liquidated damages resulting from such delay will be to the account of the Subcontractor.

SC 27 - PARTIAL OCCUPANCY

27.1 Should the Owner request partial occupancy, the Subcontractor shall prepare the portion of the Work necessary for such partial occupancy. The Contractor shall endeavour to make arrangements with the Owner to accept those portions to be used and to start any warranty from the date of this acceptance.

SC 28 - DISPUTES

28.1 In the case of any dispute arising between the Contractor and the Subcontractor as to their respective rights and obligations under the Subcontract, either party hereto shall be entitled to give the other written notice of such dispute. In the event that the parties have agreed to submit such disputes to arbitration either party may thereupon request arbitration. In the event that the parties do not agree to submit such dispute to arbitration, then either party may seek recourse pursuant to such judicial process as the circumstances may require.

28.2 Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the disputed Work, except:

(a) when the dispute concerns a progress payment;

(b) where either party can show that the matter in dispute requires immediate consideration while evidence is available;

(c) in the case of legal proceedings, where the action may become prescribed by reason of delay.

28.3 If, during the continuation of a dispute, the Contractor deems continuation of the Work or the Subcontractor to be necessary under the terms of the Prime Contract, the Contractor may order the Subcontractor to continue such Work under protest. Continuation of any Work under protest, either by written direction of the Contractor or by written notice of the Subcontractor that such Work is being performed under protest, shall not prejudice any right or remedy of the Subcontractor to receive fair and reasonable payment for the Work done under protest or for materials furnished or equipment provided to execute such Work done under protest.

28.4 Should any dispute arise between the Contractor and the Subcontractor in any way pertaining to this Subcontract that is related to a dispute between the Owner and the Contractor, such dispute shall be disposed of in the same manner, by the same Arbitrator or Arbitration panel or the same Court, at the same time, in the same hearing as the dispute is to be disposed of as agreed between the Owner and the Contractor.

28.5 This Article shall apply to all contracts entered into between the Contractor with any Owner or any other party whereby the Contractor is required to incorporate into all of its subcontracts the rules for the Dispute Resolution Process for Government of Alberta Construction Contracts, Edition 1, 1997, as published and as may be amended by the Government of Alberta (herein referred to as the "D.R.P."). Notwithstanding anything else to the contrary stated herein the Contractor and the Subcontractor agree that the D.R.P. is hereby incorporated into and forms part of this Subcontract as if the terms hereinafter set out. For greater clarification but without limiting the generality of the foregoing, in the event the D.R.P. requires any notice to be given by the Subcontractor upon the Contractor or the Owner in respect of a dispute, claim or otherwise, the Subcontractor shall serve such notice strictly in accordance with the terms of the D.R.P.. Further, should the Subcontractor fail to comply with any term of the D.R.P. which failure prejudices either the right of ability of the Contractor to claim over as against the Owner or in respect of any other right, the Subcontractor shall be deemed to have forfeited its right and entitlement to claim as against the Contractor in respect of the subject matter of the notice.

SC 29 - SAFETY

29.1 The Subcontractor agrees to respect and comply with all applicable safety legislation and comply with all safety procedures on the Project as defined in APPENDIX B.

SC 30 - ROYALTIES AND PATENTS

30.1 The Subcontractor shall indemnify the Contractor and the Owner against all actions, claims of proceedings for infringement of any patent rights and for royalties or other payments which may be payable in connection with any such patent rights in carrying out the Subcontract.

APPENDIX B

AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

SUBCONTRACTOR'S COPY **SUBCONTRACT # 3325-04**

THIS AGREEMENT made this 22nd day of August, 2018

BETWEEN **E CONSTRUCTION LTD.**
(hereinafter called the "Contractor")
P.O. Box 5210, Fort McMurray, AB, T9H 3G3

AND **JMB CRUSHING SYSTEMS ULC**
(hereinafter called the "Subcontractor")
P.O. Box 6977, Bonnyville, AB, T9N 2H4

WHEREAS THE CONTRACTOR has entered into an agreement (hereinafter called the "Prime Contract") dated the 19th day of August, 2017, with

OCL GROUP INC.
(hereinafter called the "Owner")

for the construction of QU4411 – ANZAC WATER AND SEWER CONTRACT 2

CEMENT STABILIZED SUBGRADE, GRANULAR BASE COURSE CONSTRUCTION, CONCRETE INFRASTRUCTURE, ASPHALT CONCRETE PAVEMENT CONSTRUCTION
(hereinafter called the "Project")

AND WHEREAS the Prime Contract includes the work to be performed under this Agreement;
AND WHEREAS the Subcontractor has agreed with the Contractor to construct, install and complete the portion(s) of the Project and supply the materials necessary therefore as hereinafter set forth;
NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1 - THE WORK

A. The Subcontractor shall supply all the labour, supervision, materials, tools, and equipment necessary to construct, install and complete the following portion(s) of the Project (hereinafter called the "Work"), at and for the subcontractor price(s), namely:
In accordance with all applicable plans and specifications to complete the work described below.
The Subcontractor shall: Dewater, Excavate, Split, Eliminate, Screen, Crush, and Stockpile including all pit cost's, royalties, permits, code of practice the following aggregate materials in the Subcontractor's Aggregate Source as named below:

JMB Crow Lake Pit SML 030074 located at Sec 1, 2, 11, 12-79-14-W4

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Bid
1	Des 2 Class 20 – JMB to Haul	30,000	Per tonne	$22.48	NOT EXTENDED
2	Des 2 Class 20 – ECL to Haul	30,000	Per Tonne	$6.98	$209,400.00

TOTAL ESTIMATED COST $209,400.00

- Subcontractor to haul granular base material to contractor as required to meet production demands. Hauling of material is expected to commence in May of 2018 and will continue throughout the entire duration of the 2018 construction season.
- Subcontractor is responsible for maintaining haul road and their cost from Crow Lake Pit to Hwy 63 during the course of construction.
- Subcontractor responsible to provide and maintain all required haul road use agreements.
- Subcontractor responsible for payment of the Community Aggregate Payment Levy (CAPL) if applicable.

all in a proper and workmanlike manner and in accordance with the requirements and on the terms and conditions contained herein of both the Prime Contract (including, without limitation, such documents as drawings, specifications, instructions to bidders, general and/or special conditions, and any addenda thereto issued before the date of Subcontractor's tender closing to the Contractor or as modified herein), and this Agreement including the Subcontract Conditions and Appendix "B", if any, forming part hereof (hereinafter called the "Contract Documents").

B. The Subcontractor will begin work on or about the 15th day of March, 2018, and will carry on and complete the Work on or before the 15th day of November, 2018, (hereinafter called the "Subcontract Time") generally in accordance with the Schedule attached hereto or as otherwise provided for by the Prime Contract and the Subcontractor shall carry out its work in a manner which shall not delay the work of the Contractor or of other subcontractors on the Project. The order and schedule of the Work will be at the discretion of the Contractor in consultation with the Subcontractor.

C. The period of time in SC 18 shall be 3 days.

This is Exhibit "K" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

ARTICLE 2 - PAYMENT

The Contractor agrees, subject to such additions and deductions for changes as may be determined in accordance with the terms hereof, to pay the Subcontractor including Federal sales tax in effect at the time of the Subcontractor's tender closing in Canadian Funds for the performance of this Subcontract as follows:

A. Payments shall be made monthly on progress estimates as approved by the Contractor covering 90 % of the value of the Work completed by the Subcontractor to the 25th of the previous month. Payment to be made thirty (30) days after completion of progress estimate (once quantities have been verified by ECL).

B. Payment Clarifications:
   a. Granular Base Course:
      i. Payment will be based on accepted quantity supplied to site. All loads shall be scaled using certified truck scale. Copy of scale calibration certificate shall be provided to contractor prior to commencement of haul. Truck haul tickets by truck to be provided daily to Contractor personnel for verification which shall be used for payment purposes.
      ii. ECL will pay an interim crush rate of $22.48/tonne less $16.50/tonne ($5.98/tonne) monthly.
      iii. ECL would reduce the rate paid by $15.50/tonne if we had to haul material with our own forces. Loading, and scaling to be provided by JMB. Truck scale provided by JMB.
      iv. It is the intention of ECL to utilize JMB for supply and delivery of the GBC as required. In the event, JMB cannot supply the required trucking, ECL will arrange to haul material. Item #2 shall be used for payment

C. It is agreed between the Contractor and Subcontractor hereto that payments made shall be treated as advances which will be deducted from the final payment amount.

D. Payment of the balance owing under this Subcontract shall be made within 10 days after payment has been received by the Contractor, or within a reasonable period of time after total performance or termination of the Prime Contract, or stoppage of the Project, whichever is earlier. This provision shall not relieve the Contractor from its obligation of payment to the Subcontractor in the event the Contractor does not receive the balance of the contract funds from the Owner within a reasonable period of time.

E. If the Contractor fails to make any payments to the Subcontractor as such payments become due under the terms of this Subcontract, or in an award by arbitration or a court, interest of Prime % per annum on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

F. Quality Control Testing by the Contractor on all aggregates at the crusher or in the crushed stockpiles does not relieve the Subcontractor from any obligation to perform all work in strict accordance with the requirements of the Contract.

ARTICLE 3 - AGREEMENT

All the documents as set forth in Article 1 A. form part of this Agreement and the whole shall constitute the entire contract between the parties (hereinafter called the "Subcontract"). This Subcontract shall enure to the benefit of and be binding upon the parties hereto, their respective successors, executors, administrators and permitted assigns.

ARTICLE 4 - ADDRESSES FOR NOTICES

Addresses for notices for the parties under this Subcontract are:

Contractor's Address	P.O. Box 5210, Fort McMurray, AB, T9H 3G3
Subcontractor's Address	P.O. Box 6977, Bonnyville, AB, T9N 2H4

IN WITNESS WHEREOF the parties hereto have executed this Agreement including Conditions following, the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of	Contractor	E CONSTRUCTION LTD.	SEAL
_____	per: (Signature)	_____	
_____	Name & Title	DEAN MOZZOLI, DIVISION MANAGER	
Witness	per: (Signature)	Trent Mitchell	
	Name & Title	Trent Mitchell, Area Manager	
	Subcontractor	JMB CRUSHING SYSTEMS ULC	SEAL
_____	per: (Signature)	_____	
_____	Name & Title	Jeff Buck, President	
Witness	per: (Signature)	_____	
	Name & Title	_____	

SUBCONTRACT CONDITIONS

SC 1 - PRECEDENCE

1.1 In the event of any discrepancy between the various documents constituting the Prime Contract and this Subcontract, the terms and conditions of this Subcontract shall prevail, except as may be otherwise noted in Appendix A.

SC 2 - REGULATIONS, LAWS, ETC.

2.1 The law of the place of the Work shall govern this Subcontract

SC 3 - PERMITS, LICENSES AND CERTIFICATES

3.1 Unless otherwise stipulated the Contractor shall obtain and pay for the building permit. The Subcontractor shall obtain and pay for all permits, licenses and certificates relative to the Work of this Subcontract.

SC 4 - INSTRUCTIONS AND DECISIONS

4.1 The Subcontractor shall carry out the instructions of the Contractor relative to the Work. The Contractor shall determine all matters pertaining to this Subcontract and direct the Subcontractor accordingly. Should the Subcontractor hold such instructions to be at variance with this Subcontract or to involve changes in the Work already built, fixed, ordered or on hand or to be given in error, the Subcontractor shall notify the Contractor in writing before proceeding to carry them out. If the Contractor and the Subcontractor fail to reach agreement with respect to any such instruction and the Contractor decides to have such instruction carried out, the Subcontractor shall comply with such instruction without delay. Any unresolved questions of difference of cost resulting from any such instruction shall be decided in the manner provided by SC 26 hereof

4.2 Whenever by the terms of this Subcontract any matter is to be decided, stipulated, requested or required by the Contractor or to be done to the approval or satisfaction or at the discretion or with the authority or according to the opinion of the Contractor or acceptable or satisfactory to the Contractor or otherwise to be subject to singular or discretionary determination by the Contractor, the Contractor shall act reasonably and in a timely manner and if the Contractor's approval or consent is required pursuant to any provision of this Subcontract such approval or consent shall not be unreasonably withheld

SC 5 - CHANGES TO THE WORK

5.1 The Contractor, without invalidating this Subcontract, may make changes by altering, adding to, or deleting from the Work and the Subcontract Price and Subcontract Time shall be adjusted accordingly. No changes shall be made without a written order from the Contractor and no, subject to SC26 hereof, claim for an addition or deduction to the Subcontract Price or change in the Subcontract Time shall be valid unless so authorized and at the same time valued or agreed to be valued at a price satisfactory to the Contractor and the Subcontractor

SC 6 - SHOP DRAWINGS

6.1 The Contractor shall determine the number of copies of shop drawings as may reasonably be required together with the procedure and schedule for the transfer of them, and the Subcontractor shall prepare and supply such shop drawings in compliance with the Prime Contract.

SC 7 - RECORD DRAWINGS, MAINTENANCE MANUALS, ETC.

7.1 The Subcontractor shall supply all record drawings, maintenance manuals, instructions, brochures, guarantees, warranties, certificates, and other similar documents, as required of it by the Contract Documents in a manner and at a time stipulated by the Contractor but in any event not later than the Subcontractor's final progress estimate or 2 weeks before the Consultant's final inspection, whichever is earlier.

SC 8 - TRIAL ASSEMBLIES AND SAMPLES

8.1 The Subcontractor shall furnish the Contractor such mockups, trial assemblies and samples, as are required by the Contract Documents at such times and in the manner requested by the Contractor.

SC 9 - TESTS AND DESIGNS

9.1 The Subcontractor shall furnish the Contractor with any tests and designs related to the Work as may be required by the Contractor in addition to tests and designs called for in the Contract Documents. If the Work to which such tests and designs are related is found to be in accordance with the Contract Documents, the Contractor shall pay the cost of reexamination, testing, designs and replacements

SC 10 - SUPERVISION & WORKERS

10.1 The Subcontractor shall keep on the Project, at all times during the course of the Work, an experienced, designated responsible person and any necessary assistants, all of whom shall be satisfactory to the Contractor. This person shall not be changed except with the consent of the Contractor, unless such person proves to be unsatisfactory to the Subcontractor or ceases to be in the Subcontractor's employ. This person shall represent the Subcontractor and directions on minor matters given to the person shall be held to be given to the Subcontractor. Important directions shall be given in writing to the Subcontractor. The Subcontractor shall provide efficient supervision to the Work, using its best skill and attention. The Subcontractor shall not employ on the Work any unfit person or anyone not skilled in the work assigned to them.

SC 11 - EMERGENCIES

11.1 The Contractor has authority in an emergency to stop the progress of the Work whenever, in the Contractor's opinion, such stoppage may be necessary to ensure the safety of life, or any part of the Project, or neighbouring property. The Contractor has the authority to make changes and to order, assess and award the costs of work extra to the Subcontract or otherwise as may, in the Contractor's opinion, be necessary to ensure such safety.

SC 12 - PROTECTION OF THE WORK AND PROPERTY

12.1 The Subcontractor shall be responsible for the protection of its own Work and shall take all reasonable precautions to protect the Work and property of others during the performance of the Work.

SC 13 - WARRANTY

13.1 The Subcontractor warrants the Work in accordance with the Contract Documents. No payment to the Subcontractor and no partial or entire occupancy of the Work by the Owner shall be construed as an acceptance of any Work or material not in accordance with this Subcontract. The Subcontractor shall promptly remove from the Project any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or other act or omission of the Subcontractor, which has been condemned by the Contractor as failing to conform to the Contract Documents, whether incorporated into the Work or not. The Subcontractor shall promptly replace and re-execute such defective or condemned Work. The Subcontractor agrees to pay for damage resulting from corrections made under this requirement.

SC 14 - HOUSEKEEPING

14.1 During construction, the Subcontractor shall at all times remove and keep removed from the site all debris resulting from its operations, and upon completion of the Work shall remove all temporary structures belonging to the Subcontractor, and shall leave the premises in a neat and tidy condition

SC 15 - BONDING

15.1 Notwithstanding the terms and conditions of the instructions to bidders, the Subcontractor, if required by the Contractor, must produce bonds with a Surety in a form acceptable to the Contractor and must maintain same in good standing until completion of this Subcontract, provided however, that any such requirement must be requested by the Contractor within 15 days of the execution of this Subcontract. The cost of a Labour and Material Payment bond and/or Performance bond shall be borne by the Subcontractor if called for at the time of tendering, but otherwise the cost shall be borne by the Contractor. Any demonstrable costs associated with a change of the Surety company at the instruction of the Contractor shall be borne by the Contractor.

SC 16 - INSURANCE

16.1 The Subcontractor shall, without limiting its obligations or liabilities herein, provide, maintain and pay for:

(a) general liability insurance, automobile liability insurance, aircraft and watercraft liability insurance in the amounts and on terms described in and consistent with the Contract Documents unless otherwise specified;
(b) Workers' Compensation insurance covering all employees and sub-contractors' employees, engaged in the Work, in accordance with the statutory requirements, and
(c) all risks contractor's equipment insurance covering construction machinery and equipment used by the Subcontractor for the performance of the Work
(d) such other insurance as may be required by the Contractor from time to time, with regard always to a standard of insurance coverage reasonably expected to be carried by any prudent Subcontractor performing similar work for others.

16.2 The minimum amount of insurance to be provided under terms (a) and (c) above shall not be less than those of the Prime Contract and in no case shall be less than $2,000,000 for bodily injury and/or property damage.

16.3 Prior to commencement and through to completion of the Work, the Subcontractor shall provide the Contractor with certificates (or with full complete copies if the Contractor has need of them) of such insurance, which shall be subject to the Contractor's approval for adequacy of protection

16.4 The Contractor shall be provided with not less than 15 days written notice in advance of any cancellation, change or amendment restricting coverage.

16.5 The Subcontractor, upon request, shall provide proof of good standing with the Workers' Compensation Board.

16.6 On projects where the Contractor is required by the Prime Contract or by the Owner to carry all risk or similar insurance, such insurance may be subject to an amount deductible from the sum otherwise payable thereunder, and the burden of such deduction shall be borne by the party responsible for the loss, or if no responsible party can be determined, by the party receiving the direct benefit of such insurance.

SC 17 - HOLD HARMLESS

17.1 The Subcontractor shall indemnify and hold harmless the Contractor, the Owner, the Consultant, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to the Subcontractor's performance or non-performance of the Subcontract (hereinafter called "claims"), provided such claims are

(a) attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, and
(b) caused by negligent acts or omissions of the Subcontractor or anyone for whose acts the Subcontractor may be liable, and
(c) made in writing within a period of 6 years from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the place of the Work

The Contractor hereby expressly waives the right to indemnity for claims other than those stated above

17.2 The Contractor shall indemnify and hold harmless the Subcontractor, its agents and employees from and against all claims, demands losses, costs, damages, actions, suits, or proceedings arising out of the Subcontractor's performance of the Subcontract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.

SC 18 - CONTRACTOR'S RIGHT TO DO WORK OF THE SUBCONTRACTOR OR TERMINATE THE SUBCONTRACT

18.1 If the Subcontractor should neglect to prosecute the Work properly or fail to perform any provisions contained in the Contract Documents, the Contractor may give the Subcontractor written notice specifying such default and if such default shall continue for the period of time specified in Article 1C, hereof the Contractor, without prejudice to any other right or remedy it may have, may make good such deficiencies and deduct the cost thereof from the payment otherwise due to the Subcontractor or may terminate this Subcontract, and may, for the purpose of completing the Work, take possession of all materials, tools and equipment, upon the premises, and may either complete this Subcontract itself or employ any other person, firm or corporation to do so, charging all costs incurred to the Subcontractor.

18.2 If the Subcontractor should be adjudged bankrupt, or if a judgement is made and is not satisfied, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Subcontractor's insolvency, the Contractor may, without prejudice to any other right of remedy it may have, by giving to the Subcontractor or receiver or trustee in bankruptcy written notice, take over the Work of the Subcontractor, or terminate the Subcontract. In completing the Work of the Subcontractor, the Contractor shall be entitled to recover all costs incurred as a result of completion of the Subcontract including any replacement contractors, labour, equipment, materials, interest, legal expenses and any other costs associated with or resulting from completing the Work of the Subcontract

SC 19 - SUBCONTRACTOR'S RIGHT TO STOP WORK OR SUSPEND OR TERMINATE THE SUBCONTRACT

19.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency or if a receiver is appointed because of the Contractor's insolvency, the Subcontractor may, without prejudice to any other right or remedy it may have, by giving the Contractor or receiver in bankruptcy written notice, terminate the Subcontract.

19.2 If the Work should be stopped or otherwise delayed for a period of 30 days or more under an order of any Court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Subcontractor or of anyone directly or indirectly employed by it, the Subcontractor may, without prejudice to any other right or remedy it may have, by giving the Contractor written notice, terminate the Subcontract.

19.3 The Subcontractor may notify the Contractor in writing that the Contractor is in default of its contractual obligations if the Contractor should fail to pay the Subcontractor in accordance with the time for payment stated in Article 2 of this Subcontract. Such written notice shall advise the Contractor that if such default is not corrected within 5 working days from the receipt of the written notice the Subcontractor may, without prejudice to any other right or remedy it may have, stop work and/or terminate the Subcontract

19.4 If the Subcontractor terminates the Subcontract under the conditions set out above, the Subcontractor shall without prejudice to any other right or remedy it may have, be entitled to be paid for all Work performed and for any loss sustained with respect to products and construction machinery and equipment, with reasonable profit, damages and legal expenses.

19.5 If the Prime Contract is terminated for any reason, either the Contractor or Subcontractor may terminate this Subcontract upon written notice to the other. Thereafter the respective rights of the parties shall be as if the Subcontractor had terminated the Subcontract under any of the above conditions

SC 20 - PROJECT MATERIALS AND EQUIPMENT

20.1 The Subcontractor shall not remove any materials or equipment brought on to the Project for incorporation into the Work without written authority of the Contractor.

SC 21 - ASSIGNMENT

21.1 Neither party to this Subcontract shall assign the Work or any part thereof without written consent of the other The Subcontractor will not assign payments under this Agreement without the written consent of the Contractor, provided always, however, that the Subcontractor by reason of this provision will not be precluded from assigning or pledging the benefits of this Subcontract in the normal course of business

SC 22 - SUBCONTRACTORS

22.1 The Subcontractor agrees that the list of names of sub-subcontractors to be supplied prior to the signing of this Subcontract is the list of sub-subcontractors to be used to carry out those portions of the Work noted therein and the Subcontractor shall not employ any sub-subcontractor to whom the Contractor may reasonably object If the change of any name on such list is required by the Contractor and the Work has to be awarded to a higher bidder, the amounts payable hereunder shall be increased by the difference payable as a result of the difference between the two bids. No such subcontracting by the Subcontractor will relieve the Subcontractor from any obligations under this Subcontract. The Subcontractor agrees that it shall incorporate the terms and conditions of the Contract Documents into all agreements it enters into with any such sub-subcontractors.

SC 23 - STATUTORY DECLARATION

23.1 Before payment of the balance payable pursuant to Article 2 hereof is made, the Subcontractor must execute and submit the Statutory Declaration and Indemnity in A.C A. Form B Rev 1, to the Contractor or such other form as may be acceptable to the Contractor.

SC 24 - PAYMENT OF BILLS

24.1 The Subcontractor shall promptly and satisfactorily settle and pay for all accounts, claims or liens with respect to the Work If, after having received 2 working days written notice from the Contractor to settle and pay such accounts, claims or liens, the Subcontractor fails or refuses to settle or pay same, the Contractor shall have the right to settle or pay such accounts, claims, and/or liens for the account of the Subcontractor and the receipt issued to the Contractor with respect to such accounts, claims or liens shall be conclusive evidence as to such payments and the amount thereof Notwithstanding the foregoing provision, the Subcontractor shall not be required to pay any such accounts, claims or liens if it has reasonable grounds for disputing same and the Contractor in these circumstances will only have the right to pay or settle such accounts, claims or liens in such manner as in its opinion, will not prejudice the Subcontractor's right to dispute same.

SC 25 – SITE OCCUPANCY AND ROADWAY RENTALS

25.1 When pursuant to the terms and conditions of the Prime Contract the project contains a site occupancy or roadway rental clause and the work completed by the Subcontractor is subject to that clause the cost of such occupancy/rental will be added or deducted from the Subcontractor as follows:

(a) the Subcontractor shall be responsible to complete his work in the number of days or at the productivity level indicated in his quotation with the Subcontractor being charged for the number of days used and the balance of days will either be added or deducted from his progress estimate

(b) in the event the Subcontractor is entitled to additional site occupancy /roadway rental days pursuant to the Prime Contract and those days are granted to the Subcontractor by the Owner those additional days will be added to the number of site days indicated in his quotation

(c) in the event no site occupancy or roadway rental days were contained in the quote of the Subcontractor it is assumed that the work will be completed concurrent with the work of the Contractor. If the Work of the Subcontractor extends beyond the completion of the work of the Contractor then the Contractor will deduct the additional days of site occupancy/roadway rental.

SC 26 – LIQUIDATED DAMAGES

26.1 When pursuant to the terms and conditions of the Prime Contract the project contains a liquidated damages provision and the work undertaken by the Subcontractor is subject to that clause, liquidated damages will be dealt with as follows:

(a) in the event the project is completed prior to the specified completion date or within the number of working days allowed then no charge or credit will be given to either the Contractor or the Subcontractor

(b) in the event the Contractors schedule is delayed forcing the project into liquidated damages through no fault of the subcontractor then no liquidated damages charge will be made to the Subcontractor and will be to the account of the Contractor.

(c) when liquidated damages result from a delay in the Subcontractor commencing or recommencing its Work or the Subcontractor being over site occupancy days then the Subcontractor will be charged the liquidated damages resulting from such delay and/or additional site occupancy

(d) when the Subcontractor is to have completed its work concurrent with the work of the Contractor and does not do so for the Subcontractor's own reasons then any liquidated damages resulting from such delay will be to the account of the Subcontractor

SC 27 - PARTIAL OCCUPANCY

27.1 Should the Owner request partial occupancy, the Subcontractor shall prepare the portion of the Work necessary for such partial occupancy. The Contractor shall endeavour to make arrangements with the Owner to accept those portions to be used and to start any warranty from the date of this acceptance

SC 28 - DISPUTES

28.1 In the case of any dispute arising between the Contractor and the Subcontractor as to their respective rights and obligations under the Subcontract, either party hereto shall be entitled to give the other written notice of such dispute. In the event that the parties have agreed to submit such disputes to arbitration either party may thereupon request arbitration. In the event that the parties do not agree to submit such dispute to arbitration, then either party may seek recourse pursuant to such judicial process as the circumstances may require

28.2 Arbitration proceedings or legal proceedings shall not take place until after the performance or alleged performance of the disputed Work, except,

(a) when the dispute concerns a progress payment;

(b) where either party can show that the matter in dispute requires immediate consideration while evidence is available,

(c) in the case of legal proceedings, where the action may become prescribed by reason of delay

28.3 If, during the continuation of a dispute, the Contractor deems continuation of the Work or the Subcontractor to be necessary under the terms of the Prime Contract, the Contractor may order the Subcontractor to continue such Work under protest Continuation of any Work under protest, either by written direction of the Contractor or by written notice of the Subcontractor that such Work is being performed under protest, shall not prejudice any right or remedy of the Subcontractor to receive fair and reasonable payment for the Work done under protest or for materials furnished or equipment provided to execute such Work done under protest

28.4 Should any dispute arise between the Contractor and the Subcontractor in any way pertaining to this Subcontract that is related to a dispute between the Owner and the Contractor, such dispute shall be disposed of in the same manner, by the same Arbitrator or Arbitration panel or the same Court, at the same time, in the same hearing as the dispute is to be disposed of as agreed between the Owner and the Contractor.

28.5 This Article shall apply to all contracts entered into between the Contractor with any Owner or any other party whereby the Contractor is required to incorporate into all of its subcontracts the rules for the Dispute Resolution Process for Government of Alberta Construction Contracts, Edition 1, 1997, as published and as may be amended by the Government of Alberta (herein referred to as the "D.R.P.") Notwithstanding anything else to the contrary stated herein the Contractor and the Subcontractor agree that the D.R.P. is hereby incorporated into and forms part of this Subcontract as if the terms hereinafter set out. For greater clarification but without limiting the generality of the foregoing, in the event the D.R.P. requires any notice to be given by the Subcontractor upon the Contractor or the Owner in respect of a dispute, claim or otherwise, the Subcontractor shall serve such notice strictly in accordance with the terms of the D.R.P Further, should the Subcontractor fail to comply with any term of the D.R.P. which failure prejudices either the right of ability of the Contractor to claim over as against the Owner or in respect of any other right, the Subcontractor shall be deemed to have forfeited its right and entitlement to claim as against the Contractor in respect of the subject matter of the notice.

SC 29 - SAFETY

29.1 The Subcontractor agrees to respect and comply with all applicable safety legislation and comply with all safety procedures on the Project as defined in APPENDIX B

SC 30 - ROYALTIES AND PATENTS

30.1 The Subcontractor shall indemnify the Contractor and the Owner against all actions, claims of proceedings for infringement of any patent rights and for royalties or other payments which may be payable in connection with any such patent rights in carrying out the Subcontract.

APPENDIX B

OCL Group Inc
Head Office | 325 Woodgate Drive | Okotoks, AB | T1S 1J8
Regional Office | 10014 Main St. | Fort McMurray. AB | T9H 2G5

This is Exhibit "L" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

March 28th, 2019

Attn:
Dean Morrow
ECL Construction
45 Memorial Drive
Fort McMurray, AB, T9K 0K4

Subject: Notice of contract descoping Anzac Contract 2

Attachments:
CCO-06-Descoping Limits
1051 IFI 2019-03-13

Mr. Morrow,

Please be advised that a portion of OCL's Anzac Contract is being descoped by the RMWB. As it relates to the Contemplated Change Order that has been provided to OCL for this descoping, OCL is giving Notice to ECL of the scope that is intended to be removed from the OCL/ECL existing agreement PO-502-069. Please refer to the attachment CCO-06-Descoping for a summary of these limits. Below is a general summary of scope including response to the questions detailed in the email sent on March 27th.

- *Complete top lift asphalt on all areas where base lift has been completed.*
- *Complete asphalt pathway on Singer from Stony Mountain to Woodward*
- *Complete all residential access and commercial access (Including lift stations) in all areas that remain in OCL scope of work.*
- *Complete base prep and road structure on Fire Access Road (North of Townsend and Gregoire) and on the offsite road near LSA4 upon completion of the undergrounds in this area.*
- *On Stony Mountain where temporary road structure was installed in 2018, the road structure will need to be installed to spec up to the limits of OCL scope. Specifically North of Cheecham to the limit of SA63. See attached Sheet 1051 IFI 2019-03-13.*
- *Shoulder gravel is expected to be included in the remaining scope, however, a change order is still not issued by the RMWB for this. Pricing for this item based on the current scope should be confirmed/provided.*

Please provide OCL with a summary of the impact to ECL related to this change so this can be included in the finalized change order.

Best Regards,

Travis Maguire
Project Manager

OCL Group Inc
Head Office | 325 Woodgate Drive | Okotoks, AB | T1S 1J8
Regional Office | 10014 Main St. | Fort McMurray. AB | T9H 2G5

October 1st, 2019

Attn:
Nelson Davis
E Construction Ltd.
745 Memorial Drive, Fort McMurray, AB, T9K 0K4

Dean Morrow
E Construction Ltd.
745 Memorial Drive, Fort McMurray, AB, T9K 0K4

Subject: Notice of Termination of Contract (502-069)

Mr. Davis, Mr Morrow,

Regarding the Anzac C2 Road Rehabilitation Contract 502-069, OCL is providing notice to E Construction Ltd. that the Regional Municipality of Wood Buffalo has terminated OCL's Contract QU4411, accordingly and pursuant to Section 18 of your subcontract agreement with OCL, please discontinue all work and submit final invoices to OCL in accordance with the subcontract. OCL is in receipt of Invoice 1657744 from E Construction Ltd. and the quantities are being reviewed. OCL is undergoing a quantity audit for the road rehabilitation quantities that have been progressed to date for the QU4411 contract. All quantities progressed by E Construction are subject to this reconciliation process.

Best Regards,

Travis Maguire
Project Manager
OCL Group Inc.
780.215.3162
travismaguire@oclgroup.ca

Peskett, Dan

From: MORROW, Dean (FMECL) <dean.morrow@ecltd.ca>
Sent: Friday, December 14, 2018 10:04 AM
To: 'Jeff Buck'
Subject: RE: ANZAC GBC

Ok, you mentioned the other day that you could live with the $11.50/tonne in pile when we spoke on the phone. If we are not successful on the retendered scope of this project we wouldn't be able to pay $19.50/tonne in pile plus load, scale and haul to Fort McMurray and be competitive. Maybe the market drastically increases again in 2019 but with the economic slowdown anticipated I don't see a drastic increase from the average price of $29.50 to $30.50/tonne that we saw in 2018 for GBC in the Fort McMurray market.

Dean Morrow
North Division Manager
Phone: (780) 743-3822
Fax: (780) 743-5946
Cell: (780) 446-9564
Address: 745 Memorial Drive, Fort McMurray, AB, T9K 0K4
Email: dean.morrow@ecltd.ca
Website: www.ecltd.ca

This is Exhibit "M" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

From: Jeff Buck <jeffb@jmbcrush.com>
Sent: December 14, 2018 9:54 AM
To: MORROW, Dean (FMECL) <dean.morrow@ecltd.ca>
Subject: Re: ANZAC GBC

Message sent from Internet with jeffb@jmbcrush.com as email address

The interim price e ha agreed to only covers our pitwork and crush but does not include royalty
We agree to the price delivered when the project is retendered which is approx $ 2-3/t under current market prices. JMB will deliver this material s I have previously indicated. We will need to self perform on this to get this project back on track financially

I am away until tues but will get you the necessary paper work from sml holdrs

If E is unsuccessful on this re tender and wants the material for other works you will need to add our royalty which is $8.00/ t

Jeff Buck 780-573-9611
President
JMB Crushing Systems ULC

On Dec 14, 2018, at 9:33 AM, MORROW, Dean (FMECL) <dean.morrow@ecltd.ca> wrote:

Jeff,

As discussed, ECL has been informed that the remaining project scope has been removed from the General Contractor's Contract as such the remaining scope will be retendered in the spring. ECL is still prepared to crush and interim pay for the 70,000 tonnes of base gravel that we have scheduled with you at the original Anzac subcontract price of $11.50/tonne in pile.

ECL is willing to carry the 2019 delivered price of $25.26/tonne for the Anzac project when it is retendered however in the event we are not successful we reserve the right to haul the GBC from the approved site to any other project site at the in pile price of $11.50/tonne.

What I require from you is confirmed SML #s, Legal Land Descriptions for both Kalinski and the Interim Stockpile Site along with consent letters approving JMB's legal access to these locations. I'll need this information ASAP in order to prepare a subcontract.

Please review and contact me with any questions or concerns.

Dean Morrow
North Division Manager
Phone: (780) 743-3822
Fax: (780) 743-5946
Cell: (780) 446-9564
Address: 745 Memorial Drive, Fort McMurray, AB, T9K 0K4
Email: dean.morrow@ecltd.ca
Website: www.ecltd.ca
<image001.png><image002.png>

From: Jeff Buck <jeffb@jmbcrush.com>
Sent: December 10, 2018 3:15 PM
To: MORROW, Dean (FMECL) <dean.morrow@ecltd.ca>
Cc: Joe Bender <joebender@jmbcrush.com>; MORROW, Dean (FMECL) <dean.morrow@ecltd.ca>
Subject: ANZAC GBC

Message sent from Internet with jeffb@jmbcrush.com as email address

Dean

JMB will be removing gravel from SML 120004 Zach kalinski and crushing and stockpiling on Stoney valley SML 110069

Jeff

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

"THE GRAVEL EXPERTS"

This is Exhibit "N" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

April 12, 2019

E Construction
745 Memorial Drive
Ft McMurray, AB
T9H 3G3

Attn: Dean Morrow

Re: Anzac Water and Sewer Contract / E Construction Subcontract #3325-02

Mr. Morrow

Please accept this letter as our formal claim against the RM of Wood Buffalo, OCL Group Inc and E Construction for the supply, production and all related work necessary to produce 70,000 tonnes of Des 2 Class 20 for use on the Anzac Water and Sewer Contract.

The value for our portion of our supply to stockpile adjacent to SH 881 in SML 020038 is $1,573,000.00.

At this point in time, JMB has only been told verbally by E Construction that the Anzac project has been "descoped". JMB has received no formal communication from E Construction, OCL Group Inc or the RM of Wood Buffalo as to the exact status of this project.

JMB produced these materials in good faith in execution of our Subcontract #3325-02 between E Construction and JMB Crushing. We expect to be paid in full for our efforts.

Additionally, JMB requests that E Construction provide to JMB all the relative communications from OCL Group Inc and the RM of Wood Buffalo sent to E Construction so we can be fully informed as to the status of this project. We would also like to be part of the communication loop as this claim is brought forth to the RM of Wood Buffalo.

In these challenging economic times, the RM of Wood Buffalo needs to be fully aware of the impact of their decision on a company the size of JMB Crushing Systems. This situation is causing an extreme hardship for our company.

Please formally respond to this letter.

JMB reserves the right to pursue our claim through legal means if necessary.

Jeff Buck
President

This is Exhibit " O " referred to in the Affidavit of Bill Turner

Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

FILED
SEP 25 2019
Clerk of the Court
EDMONTON

COURT FILE NUMBER	1903 - 19761
COURT	COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
PLAINTIFF	JMB CRUSHING SYSTEMS ULC and 1610880 ALBERTA ULC
DEFENDANT	E CONSTRUCTION LTD.
DOCUMENT	**STATEMENT OF CLAIM**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	**OGILVIE LLP** Barristers & Solicitors 1400, 10303 Jasper Avenue Edmonton AB T5J 3N6 Attention: Rob O'Neill Phone: 780.429.6224 Fax: 780.429.4453 File No.: 27442.17 **Service will be accepted by delivery or fax. No other form of service will be accepted.**

NOTICE TO DEFENDANT

You are being sued. You are a defendant.

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

Note: State below only facts and not evidence

Statement of facts relied on:

1. The Plaintiff, 1610880 Alberta ULC, is a corporation duly incorporated pursuant to the laws of the Province of the Alberta, whose previous legal entity name was JMB Crushing Systems ULC (collectively "JMB").

2. The Defendant, E Construction Ltd ("ECL"), is a corporation duly incorporated pursuant to the laws of the Province of Alberta.

3. By way of written agreement dated August 19, 2017, (the "Prime Contract") the Defendant contracted with OCL Group Inc. to perform certain work and services for the construction of a project known as the "QU4411 – Anzac Water and Sewer Contract 2" (the "Project").

4. By way of written agreement dated the 8th day of March, 2018, (the "Agreement"), the Defendant subcontracted portions of the Prime Contract to JMB, wherein the Plaintiff agreed to supply the Defendant with all labour, supervision, materials, tools, and equipment necessary to complete the aggregate scope of work (the "Work") as further particularized in the Agreement.

5. Express terms of the Agreement included, but are not limited to, the following:

   a) The cost of the aggregate would be $22.48 per tonne;

   b) Payments shall be made monthly by the Defendant on progress estimates as approved by the Defendant covering 90% of the value of the Work completed by the Plaintiff to the 25th of the previous month, but in no event shall payment be made later than 45 days after receipt of the Plaintiff's monthly progress estimate by the Defendant;

   c) Further payment terms included that payment would be based on accepted quantity supplied to the site and that the Defendant would pay an "interim crush rate" of $22.48/tonne monthly.

   d) Payments would be treated as "advances which will be deducted from the final payment amount";

   e) Payment of the balance owing under the Agreement shall be made within 10 days after payment has been received by the Defendant, or within a reasonable time after total performance or termination of the Prime Contract, or stoppage of the Project, whichever is earlier. This provision does not relieve the Defendant from its obligation of payment to the Plaintiff in the event the Defendant does not receive the balance of the funds under the Prime Contract;

   f) If the Defendant fails to make any payments as they become due under the terms of the Agreement, interest at prime rate shall accrue on any unpaid amounts

   g) The Agreement was the entire contract between the Defendant and the Plaintiff;

   h) Such further and other terms as may be proven at trial of this action.

   (collectively the "Terms")

6. The Plaintiff has duly performed the Work in accordance with the Terms of the Agreement and has invoiced the Defendant in the amount of $1,573,000 (the "Indebtedness") in respect of the same. Despite repeated demand, and in breach of the Agreement, the Defendant has failed, refused, or neglected to make payment in the

amount of the Indebtedness, or at all, and the same remains a just debt improperly withheld.

7. Further, or in the alternative, the Defendant has been unjustly enriched to the detriment of the Plaintiff absent juristic reason for the same.

8. In the further alternative, the Defendant claims the amount of the Indebtedness on a *quantum meruit* basis.

9. The Plaintiff claims contractual interest on the Indebtedness, or in the alternative, interest on the Indebtedness pursuant to the provisions of the *Judgment Interest Act,* R.S.A. 2000 c. J-1.

10. The Plaintiff claims the costs of the within action on a solicitor own client basis, party-party basis, or such further and other basis as this Honourable Court deems just in the circumstances.

Remedy sought:

11. Judgment in the amount of $1,573,000 or such further and other amounts as may be proven at trial of this action.

12. Contractual interest, or in the alternative, interest pursuant to the provisions of the *Judgment Interest Act*, R.S.A. 2000 c. J-1.

13. Costs on a solicitor own client basis, party-party basis, or such further and other basis as this Honourable Court deems just in the circumstances.

14. Such further and other relief as this Honourable Court deems just in the circumstances.

NOTICE TO THE DEFENDANT

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of Queen's Bench at Edmonton, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

THIS AGREEMENT is made effective as of the __ day of _____, 2019.

BETWEEN:

REGIONAL MUNICIPALITY OF WOOD BUFFALO
(hereinafter referred to as "RMWB"),

OF THE FIRST PART,

-and-

E CONSTRUCTION LTD.
(hereinafter referred to as "E-Construction"),

OF THE SECOND PART.

-and-

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

OF THE THIRD PART.

This is Exhibit " P " referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 20 20
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

WHEREAS:

A. RMWB entered into a contract with OCL Group Inc. ("OCL") to perform certain water and sewer construction work in or around Anzac, Alberta (the "Project") under a Prime Contract dated August 19, 2017 (the "Prime Contract").

B. OCL retained subcontractors including E-Construction to perform certain work in relation to the Project, including the supply of certain aggregate.

C. E-Construction entered into a subcontract with JMB dated March 8, 2018 in which JMB agreed to provide aggregate to E-Construction for the Project (the "JMB Contract").

D. JMB has crushed and stockpiled 70,000 tonnes of aggregate in accordance with the specifications set out in the JMB Contract (the "Aggregate") in a yard located on Hwy 881 at SW 9-82-6-W4 and SML # 020038 (the "Stockpile Site").

E. JMB has commenced Court of Queen's Bench Action No. 1903 19761 against E-Construction, seeking damages for claims relating to the JMB Contract and the cost of aggregate to be supplied for the Project (the "JMB Action").

F. The parties have now agreed that RMWB will purchase the Aggregate directly from JMB on the terms and conditions set out herein, in full settlement and satisfaction of the parties respective claims against one another in relation to the Project, the JMB Contract and the JMB Action and as further described herein.

NOW THEREFORE in consideration of the covenants and agreement of the parties set forth herein and other good and valuable consideration, the receipt of which and sufficient of which is hereby acknowledged by the parties, IT IS HEREBY AGREED THAT:

1. The foregoing preamble forms part of this Agreement.

2. RMWB will pay to JMB the total sum of $1,573,000 (the "Purchase Price") to purchase the Aggregate on the following conditions:

    a. The Purchase Price shall be on the basis of the total sum of $22.48 per tonne for Aggregate complying with the specifications set out in the JMB Contract which shall include scaling and loading of the Aggregate;

    b. The RMWB shall pay to JMB a deposit upon execution of this Agreement in the sum of $314,600.00 (20%);

    c. JMB shall be responsible for securing the Aggregate and allowing storage of the Aggregate at the Stockpile Site at no additional cost to RMWB, provided that it must be removed on or before September 30, 2021, subject to any further agreement between JMB and RMWB.

    d. The RMWB or any contractor authorized by the RMWB to access, remove or transport the Aggregate shall have access to the Stockpile Site at all reasonable times by providing at least 24 hours' advance notice in order to remove the Aggregate or any portion thereof from the Stockpile Site, provided that only an amount that can be reasonably accommodated may be removed on each day.

    e. JMB shall be responsible for ensuring all loads of Aggregate removed from the Stockpile Site shall be scaled using certified truck scale, and truck haul tickets by truck shall be provided for verification shall be used for payment purposes. Specifically:

        i. For each load of accepted Aggregate removed from the Stockpile Site, the RMWB shall pay JMB towards the balance of the Purchase Price the sum of $22.48 per tonne, less 20% to account for the deposit already paid.

        ii. Notwithstanding the foregoing, in the event any amounts are not removed by RMWB by September 30, 2021, the balance of the Purchase Price shall be due and payable by October 31, 2021, subject to any further agreement between JMB and RMWB as set out in section 2(c) above.

    f. Should RMWB request, in its sole discretion, to have JMB deliver the Aggregate, or any portion thereof, to a location in the Hamlet of Anzac or to any other location specified by the RMWB from time to time of a similar distance, JMB shall deliver the Aggregate to such location at a time specified by RMWB for an additional all-inclusive cost of $7.00 per tonne of Aggregate so delivered to site upon request, provided that only an amount that can be reasonably accommodated may be removed on each day.

3. RMWB shall pay to E-Construction the total sum of $157,300.00 in full and final settlement of any mark-up or other claims that E-Construction would have for compensation or payment from OCL or RMWB in relation to the Aggregate or the JMB Contract.

4. Upon execution of this Agreement, E-Construction shall provide its consent to a discontinuance of the JMB Action on a without costs basis, and JMB shall promptly file the discontinuance of the JMB Action.

5. JMB and its subsidiaries, affiliated companies, partners, agents, administrators, successors, assigns, directors, officers or employees whether past or present, does forever release, remise and discharge E-Construction and RMWB and their respective subsidiaries, affiliated companies, partners, agents, administrators, successors, assigns, directors, officers, elected official or employees whether past or present, jointly and severally from any and all actions, causes of action, contracts (whether expressed or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expense, interest, cost, and claims of any and every kind and nature whatsoever which JMB ever had, now has or may have, at law or in equity, including (without restricting the generality of the foregoing) with respect to or in any way connected with the JMB Action, the JMB Contract, the Project or the Prime Contract, excepting only any action to enforce the terms of this Agreement.

6. E-Construction and its subsidiaries, affiliated companies, partners, agents, administrators, successors, assigns, directors, officers or employees whether past or present, does forever release, remise and discharge JMB and RMWB and their subsidiaries, affiliated companies, partners, agents, administrators, successors, assigns, directors, officers, elected officials or employees whether past or present, jointly and severally from any and all actions, causes of action, contracts (whether expressed or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expense, interest, cost, and claims of any and every kind and nature whatsoever which E-Construction ever had, now has or may have, at law or in equity, including (without restricting the generality of the foregoing) with respect to or in any way connected with the JMB Action, the JMB Contract, the Project or the Prime Contract, excepting only any action to enforce the terms of this Agreement.

7. Without limiting the foregoing, JMB and E-Construction waive and agree not to pursue any claims they may have as against OCL in relation to the Aggregate or the JMB Contract, and will indemnify and hold harmless RMWB from any claims for contribution, indemnity or costs by OCL in relation to any such claims.

8. The respective Parties agree and acknowledge that in executing this Agreement that they have not relied upon any representations or collateral agreements, that they have reviewed this Agreement and have obtained as much independent advice as deemed necessary after having had time to consider the matter. The respective Parties hereby voluntarily accept said terms for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid.

9. The respective Parties understand and agree that this Agreement contains the entire agreement between the other Parties and themselves and that the terms of this Agreement are contractual and not a mere recital.

10. It is understood and agreed that this Agreement to settle and release is a compromise of a disputed and doubtful claim and that the payment is not meant to be construed as an admission of liability on the part of the respective Parties and the respective Parties deny liability and intend merely to avoid litigation.

11. This Agreement may be executed in counterpart, and by way of PDF or facsimile.

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first above written.

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per: _____

_____

E CONSTRUCTION LTD.

Per: _____

_____

JMB CRUSHING SYSTEMS ULC

Per: _____

_____

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

Bill Turner

Sworn before me this 30th day

of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

Peskett, Dan

From: Jeff Buck <jeffb@jmbcrush.com>
Sent: Friday, December 20, 2019 12:34 PM
To: cindy.chaisson@rmwb.ca; SWard@rmrf.com; Peskett, Dan
Cc: Jason Panter; Rob O'Neill; TURNER, Bill (GPWGS); DAY, Ken (SUTCL)
Subject: Response

Importance: High

Cindy in response to your last email to Jason Panter JMB Project Manager where you stated the following;

"Jason,
Please forward to Jeff Buck..
I don't have his direct email.

Jeff,
I spoke with the RM's Engineering Services Group this morning.
They are not willing to pay out the entire cost of the aggregate in advance of receiving the services.

The suggested path forward is to continue with the plan as outlined in the current settlement agreement.
Opening up the agreement or suggesting amendments at this time, will create further delays in securing a deal for JMB and the proposed payment of 20%.
In the New Year, I will schedule time to meet with yourself, Jason, Pidherney, as well as, the Key Stakeholders from within the RMWB. There may be alternative options that come from this discussion.

I apologize - as I know this is not the news you were hoping for. I wish we could have been of more assistance.

Kind Regards,

Cindy L. Chiasson
Senior Manager, Procurement
Regional Municipality of Wood Buffalo"

Cindy , in early June in the meeting in Ft McMurray in the RMWB offices, you stated that the RMWB would purchase the aggregates that JMB produced for the Anzac public works project in the same manner as other materials that were being purchased from other vendors who had supplied for this project. You assured both myself and Jason Panter that as long as the costs were in alignment with market values , the tonnages could be verified and that the quality could be backed up that there wasn't any reason that JMB couldn't be paid for the work that JMB did.

Since that time and until late fall, JMB has been patient even though we have been kept in the dark by all parties including yourself and RMWB. The fact that you don't have my email address today even though we have corresponded numerous times points out the fact that yourself and the RMWB haven't taken JMB's concerns seriously enough.

Ultimately the only way anyone took us seriously is when we decided to take legal action. In a sign of good faith, we stayed our legal action in the hopes that the multiparty negotiations between E Construction, JMB and RMWB would produce satisfactory results. The conversations between JMB and yourself and JMB and E Construction have always

revolved around the concept that the material was produced specifically for the RMWB and that JMB would only accept payment in full.

The fact that JMB is being offered a 20% deposit and payment for the remainder of the contract value over the next two years as it's being delivered is laughable. JMB is the only party who has incurred actual costs related to this portion of the contract and waiting two – three years to get paid is unacceptable. In the proposed agreement passed around between the lawyers, E Construction is being compensated in full for their 10% mark up on the complete value of JMB's work. JMB is being offered a meager 20%???

All we are asking for is fairness. JMB produced a product with a fair value to the RMWB for a project that RMWB needs to complete. The product has been verified in terms of quantity and quality and JMB has guaranteed access until the end of 2021 and is also willing to guarantee the 70,000 tonne quantity at no additional cost in the event that there is some type of pile shortage. JMB wants to be paid for the work that JMB did ....plain and simple. There is zero risk to RMWB and in fact a potential savings as gravel values are projected to increase within the municipality over the next two years.

If this matter is not dealt to JMB's satisfaction prior to the end of business on December 23, 2019, we will then be forced to resume our legal action immediately and not only will JMB be looking to seek costs but damages as well.

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

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

Bill Turner

Sworn before me this 30th day

of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

Box 5210, Fort McMurray, Alberta T9H 3G3
TELEPHONE (780) 743-3822
FAX (780) 743-5946

PROJECT: QU4411 Anzac Water and Sewer Contract 2
SUBCONTRACTOR: JMB Crushing Systems ULC
PERIOD: To September 25, 2018
PROGRESS ESTIMATE NO.: 4 HBR
SUBCONTRACT: 3325-04 GBC SUPPLY CROW LAKE
JDE SUPPLIER NUMBER: 10574899

Date: January 29, 2020
A/C:
JOB NO: 3325
JDE ACCOUNT NUMBER: 5095.32160.10

	Amount This Month	Total Amount To Date
TOTAL VALUE OF WORK DONE	$0.00	$162,170.88
DEFICIENCY HOLDBACK	$ -	$ -
DEFICIENCY HOLDBACK RELEASED	$ -	$ -
DEFICIENCY HOLDBACK REMAINING	$ -	$ -
LESS HOLDBACK @ 10%	$ -	$ 16,217.09
HOLDBACK RELEASED	$ 16,217.09	$ 16,217.09
HOLDBACK REMAINING	$ -	$ -
NET	$ 16,217.09	$ 162,170.88
LESS PREVIOUS PAYMENT	$ -	$ 145,953.79
ADD 5% G.S.T.	$ 810.85	$ 810.85
AMOUNT DUE	$ 17,027.94	$ 17,027.94

E CONSTRUCTION LTD.
ESTIMATE PREPARED BY : Dean Morrow

JOB PHASE ACCOUNT	
306-33112	$ -
5205	$ 810.85
APPROVAL	$ 810.85

Bid Item Number	Product Code	Description Abbreviation	UOM	Contract Quantity	Contract Unit Price	Current Quantity	Previous Quantity	Total Quantity	Amount This Month	Total Amount To Date
		Subcontract Qtys (Subcontract 3325-04)								
1		Des 2 Class 20 FOB Anzac:	tonne	-	$22.48	0.00	0.00	0.00	$0.00	$0.00
2		Des 2 Class 20 FOB Pit:	tonne	30,000	$6.98	0.00	23,233.65	23,233.65	$0.00	$162,170.88
3		Credit Applicable to Public Works Contracts (If Applicable)	tonne	30,000	-$0.96	0.00	0.00	0.00	$0.00	$0.00
		Interim Crushing Qtys (Subcontract 3325-04)								
1		Interim Crush	tonne	30,000	$5.98	0.00	0.00	0.00	$0.00	$0.00

Box 5210, Fort McMurray, Alberta T9H 3G3
TELEPHONE (780) 743-3822
FAX (780) 743-5946

PROJECT: QU4411 Anzac Water and Sewer Contract 2
SUBCONTRACTOR: JMB Crushing Systems ULC
PERIOD: To October 25, 2018
PROGRESS ESTIMATE NO.: 6 HBR
SUBCONTRACT: 3325-02
JDE SUPPLIER NUMBER: 10574899

Date: January 29, 2020
A/C:
JOB NO: 3325
JDE ACCOUNT NUMBER: 5095.32160.10

	Amount This Month	Total Amount To Date
TOTAL VALUE OF WORK DONE	$0.00	$502,783.02
DEFICIENCY HOLDBACK	$ -	$ -
DEFICIENCY HOLDBACK RELEASED	$ -	$ -
DEFICIENCY HOLDBACK REMAINING	$ -	$ -
LESS HOLDBACK @ 10%	$ -	$ 50,278.30
HOLDBACK RELEASED	$ 50,278.30	$ 50,278.30
HOLDBACK REMAINING	$ -	$ -
NET	$ 50,278.30	$ 502,783.02
LESS PREVIOUS PAYMENT	$ 392,915.65	$ 452,504.71
ADD 5% G.S.T.	$ 2,513.92	$ 2,513.92
AMOUNT DUE	$ 52,792.22	$ 52,792.22

E CONSTRUCTION LTD.
ESTIMATE PREPARED BY : Dean Morrow

JOB PHASE ACCOUNT	
306-33310	$ -
5205	$ 2,513.92
APPROVAL	$ 2,513.92

Bid Item Number	Product Code	Description Abbreviation	UOM	Contract Quantity	Contract Unit Price	Current Quantity	Previous Quantity	Total Quantity	Amount This Month	Total Amount To Date
		Subcontract Qtys (Subcontract 3325-02)								
1		Des 2 Class 20 FOB Anzac:	tonne	144,300	$22.48	0.00	2,564.62	2,564.62	$0.00	$57,652.66
2		Des 2 Class 20 FOB Pit:	tonne	-	$11.50	0.00	36,189.46	36,189.46	$0.00	$416,178.79
3		Credit Applicable to Public Works Contracts (If Applicable)	tonne	144,300	-$0.96	0.00	0.00	0.00	$0.00	$0.00
4		Loading & Scaling Material Hauled by ECL	tonne	36,189	$0.80	0.00	36,189.46	36,189.46	$0.00	$28,951.57
		Interim Crushing Qtys (Subcontract 3325-02 Amendment)								
1		Interim Crush	tonne	144,300	$11.50	0.00	0.00	0.00	$0.00	$0.00

COLAS

Canada

ColasCanada Banking Application

Welcome online **Dave Manchakowski**

Reports System Info Logout

This is Exhibit "S" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Bank Statement

Start New Query

Capitl Gravel Suppliers

Bank: Canadian Imperial Bank of Commerce
Account #: 00599-94-04015
Company Name: N.P.A. Ltd
Date Range: 2020-01-30 to 2020-01-30

Printable Version

Date	Description	Debit	Credit	Balance
2020-01-30	**Opening Balance**			**-1,913,591.14**
2020-01-30	DEBIT MEMO / SETTLEMENT 0206	163,477.50		
	CMO BILL PAYMENT000000311642 / SUPERIOR PROPANE INC /	9,932.17		
	CMO BILL PAYMENT000000255220 / SASKTEL /	1,885.14		
	CMO BILL PAYMENT000000256340 / DIRECT ENERGY REGULATED S /	868.89		
	CMO BILL PAYMENT000000255003 / SASK ENERGY /	719.74		
	CMO BILL PAYMENT000000309731 /	568.85		

	SASKPOWER /			
	CMO BILL PAYMENT000000309704 /	506.87		
	SASKPOWER /			
	CMO BILL PAYMENT000000256568 /	494.52		
	SWIFT CURRENT WATER/POWER /			
	CMO BILL PAYMENT000000309717 /	446.56		
	SASK ENERGY /			
	CMO BILL PAYMENT000000310198 /	411.77		
	YELLOW PAGES / PAGES JAUN /			
	CMO BILL PAYMENT000000317085 /	346.75		
	SASKPOWER /			
	MISCELLANEOUS PAYMENT /	296.63		
	SBGM116017			
	CMO BILL PAYMENT000000310156 /	250.65		
	TELUS COMMUNICATIONS /			
	CMO BILL PAYMENT000000310074 /	238.71		
	DIRECT ENERGY REGULATED S /			
	CMO BILL PAYMENT000000310170 /	189.05		
	TELUS COMMUNICATIONS /			
	CMO BILL PAYMENT000000310099 /	120.15		
	DIRECT ENERGY REGULATED S /			
	CREDIT MEMO /		1,050.00	
	4312340 VISA			
	CHEQUE / 000000084187	539.02		
	CHEQUE / 000000084233	147.63		
	CHEQUE / 000000084299	166.50		
	CHEQUE / 000000084436	3,622.50		
	CHEQUE / 000000084518	44,349.92		
	CHEQUE / 000000084521	4,428.87		
	CHEQUE / 000000084707	20,415.79		
	CHEQUE / 000000084710	23,852.50		
	CHEQUE / 000000084716	7,533.75		
	CHEQUE / 000000084876	8,131.78		
	CHEQUE / 000000084932	2,754.85		
	CHEQUE / 000000084939	621.69		**-2,209,859.89**

Total of Transactions		297,318.75	1,050.00	
Number of Transactions		28	1	

Current date is 2020-06-10 and time is 7:25pm ET

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

Bill Turner

Sworn before me this 30th day

of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

AGGREGATE PURCHASE AND REMOVAL AGREEMENT

This agreement made effective the 16 day of January, 2020.

BETWEEN:

N.P.A. LTD., a corporation conducting business in the Province of Alberta under the name E Construction

(hereinafter called the "**Purchaser**")

OF THE FIRST PART

AND:

JMB CRUSHING SYSTEMS INC., a corporation conducting business in the Province of Alberta

(hereinafter called the "**Vendor**")

OF THE SECOND PART

WHEREAS the Vendor was previously an Alberta corporation known as JMB Crushing Systems ULC, which amalgamated to form 1610880 Alberta ULC, and which has continued out of Alberta into the Province of British Columbia, where it amalgamated to form the Vendor;

AND WHEREAS the Vendor has entered into the Gravel Storage Agreement with Precambrian;

AND WHEREAS the Vendor has extracted the Extracted Aggregates from the Vendor SML Lands and transported them to the Precambrian SML Lands where they have been crushed, stockpiled and stored;

AND WHEREAS the Vendor owns the Extracted Aggregates free and clear of any and all claims, liens, encumbrances or security interests of any kind;

AND WHEREAS the Vendor wishes to sell to the Purchaser the Prepaid Aggregate from the Extracted Aggregates stored on the Precambrian SML Lands;

AND WHEREAS the Gravel Storage Agreement permits the Vendor to store the Extracted Aggregates on the Precambrian SML Lands and allows the Vendor to sell the Prepaid Aggregate to the Purchaser;

AND WHEREAS the Gravel Storage Agreement further permits the Vendor, Purchaser or either of their designates to enter onto the Precambrian SML Lands for the purpose of removing the Prepaid Aggregate;

AND WHEREAS the Vendor has agreed and has authority to grant to (or has obtained in favour of) the Purchaser the right for the Purchaser to enter onto the Precambrian SML Lands to purchase from the Vendor, free and clear of any and all claims, liens, encumbrances or security interests of any kind, and to remove from the Precambrian SML Lands the Prepaid Aggregate for the Purchase Price;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), and of the mutual promises, covenants and agreements hereinafter set forth, the parties agree and covenant with each other as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement the following terms, whenever used shall have the meaning set forth below:

(a) "**Aggregates**" means rock, gravel, sand and other items related thereto, and for the purposes of this Agreement, means Aggregates meeting the "Designation Two Class Twenty GBC Material Specification";

(b) "**Agreement**" means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions "**herein**", "**hereof**", "**hereto**", "**above**", "**below**" and similar expressions used in any paragraph, subparagraph, section or article of this Agreement refer and relate to the whole of this Agreement and not to that paragraph, subparagraph, section or article only, unless otherwise expressly provided;

(c) "**Applicable Laws**" means any laws, regulations, statutes, rules, by-laws or otherwise of any governmental authority with jurisdiction over the Vendor, Purchaser, the Vendor SML Lands, the Precambrian SML Lands and the Extracted Aggregates, and includes Environmental Laws;

(d) "**Business Day**" means any day except a Saturday, Sunday or statutory holiday in the Province of Alberta;

(e) "**Environmental Laws**" means all applicable statutes, regulations, ordinances, by-laws, guidelines, policies and codes (whether federal, provincial or municipal) relating to the protection and preservation of the environment, occupational health and safety and/or Hazardous Substances;

(f) "**Extracted Aggregates**" means Aggregates extracted from the Vendor SML Lands by the Vendor which Aggregates have been transported to the Precambrian SML Lands where they have been crushed, stockpiled and stored, and which total no less than 70,000 tonnes of Aggregates, and which all meet the "Designation Two Class Twenty GBC Material Specification";

(g) "**Government of Alberta**" means Her Majesty the Queen in Right of the Province of Alberta as represented by the ministry from time to time responsible for the administration of surface material leases and the extraction of Aggregates from public lands;

(h) "**Gravel Storage Agreement**" means that Agreement to Store Gravel on SML 020038 dated January 15, 2020 between the Vendor and Precambrian in the form attached hereto as Schedule "A";

(i) "**Hazardous Substances**" means any substance which is hazardous to persons, property or the environment, including, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, special waste or any other hazardous substance, the use, transportation or release into the environment of which, is now or from time-to-time, prohibited, controlled or regulated under any laws or by any governmental authority having authority over the Precambrian SML Lands or the Vendor SML Lands, and including any law, judgment, decree, order, injunction, rule, statutory regulation or otherwise of any court, arbitrator or government authority to which the Vendor or Precambrian are bound with respect to the Precambrian SML Lands or the Vendor SML Lands;

(j) "**Precambrian**" means Precambrian Sand & Gravel Ltd., a corporation conducting business in the Province of Alberta;

(k) "**Precambrian SML Lands**" means those lands outlined in SML 020038 and legally described as SE-8-82-6 W4M & SW-9-82-6 W4M, with respect to which Precambrian held SML 020038 and has the ability to grant the rights outlined in the Gravel Storage Agreement;

(l) "**Prepaid Aggregate**" means Extracted Aggregates in the amount of 70,000 tonnes which have been crushed and stored on the Precambrian SML Lands and which the Purchaser is entitled to haul and remove from the Precambrian SML Lands pursuant to the terms of this Agreement, and which meet the "Designation Two Class Twenty GBC Material Specification";

(m) "**Purchase Price**" means the amount of One Million Three Hundred Thirty Thousand ($1,330,000.00) Canadian dollars, representing a purchase price of Nineteen ($19.00) Canadian dollars per tonne of Prepaid Aggregate;

(n) "**Term**" means the term commencing on the date hereof and continuing until the earlier of (a) December 31, 2020; or (b) all of the Prepaid Aggregate has been removed from the Precambrian SML Lands by the Purchaser; and

(o) "**Vendor SML Lands**" means those lands governed by SML 120004 from which the Vendor extracted the Extracted Aggregates.

ARTICLE 2 – LICENCE AND RIGHTS OF PURCHASER

2.1 The Vendor hereby grants to the Purchaser (including its employees, agents, contractors or designates) the right, during the Term, to enter upon the Precambrian SML Lands for the purpose of hauling and removing the Prepaid Aggregate, which Prepaid Aggregate is hereby sold to the Purchaser, free and clear of any and all claims, liens, encumbrances, security interests or otherwise, for the Purchase Price.

2.2 Without limiting the generality of the foregoing, the Purchaser shall be permitted, in its sole discretion, acting reasonably, to haul and remove the Prepaid Aggregate from the Precambrian SML Lands at such times, in such quantities and in such manner as it determines.

2.3 The Purchaser shall be permitted to utilize crushers, loaders, trucks and other equipment deemed necessary to haul and remove the Prepaid Aggregate from the Precambrian SML Lands.

2.4 The payment of the Purchase Price shall be the sole compensation the Vendor shall be entitled to in consideration for the granting of the rights hereunder and for the sale of the Prepaid Aggregate to the Purchaser, and shall be the only amount payable by the Purchaser to the Vendor in relation to this Agreement and the rights and activities hereunder except as otherwise expressly outlined herein.

2.5 All of the Prepaid Aggregate removed from the Precambrian SML Lands by the Purchaser, and all products resulting therefrom, shall, at all times, be the sole property of, and shall be sold and shipped as the sole property of, the Purchaser. The Purchaser shall have the sole discretion and exclusive right to determine the sale price and identity of the purchaser(s) of all of the Prepaid Aggregate.

ARTICLE 3 – OBLIGATIONS OF VENDOR AND PURCHASER

3.1 The Purchaser shall:

(a) on the date hereof, pay to the Vendor the Purchase Price, plus applicable GST;

(b) measure and scale all Prepaid Aggregate removed from the Precambrian SML Lands at the time such Aggregates are hauled or removed from the Precambrian SML Lands and provide an accurate reporting of the Prepaid Aggregate removed from the Precambrian SML Lands during each month of the Term. The Purchaser shall provide monthly reports to the Vendor within thirty (30) days of the immediately preceding month during which Aggregates removal has occurred;

(c) conduct all its operations on the Precambrian SML Lands in a diligent, careful and workmanlike manner and in compliance with all Applicable Laws;

(d) be responsible for all of its own internal costs of removing and hauling the Prepaid Aggregate from the Precambrian SML Lands; and

(e) obtain and maintain in force during the currency of this Agreement public liability insurance in an amount not less than Two Million ($2,000,000.00) Canadian dollars.

3.2 The Vendor shall:

(a) be responsible for (or caused to be paid) all royalties, costs, amounts, payments, fees or other amounts of any kind due to the Government of Alberta related to the Extracted Aggregates, Prepaid Aggregate, Vendor SML Lands or the Precambrian SML Lands, and the removal and hauling of the Prepaid Aggregate by the Purchaser, including, without limitation, any community aggregate levies, royalties, lease and land rental costs and land-based taxes, as the case may be;

(b) be responsible for any payments to Precambrian related to the Gravel Storage Agreement, the storage of the Extracted Aggregates on the Precambrian SML Lands and the removal and hauling of the Prepaid Aggregate by the Purchaser;

(c) maintain the Gravel Storage Agreement and the right of the Vendor, Purchaser and either of their designates to enter onto the Precambrian SML Lands during the Term hereof to remove the Prepaid Aggregate;

(d) take all necessary steps to ensure the Purchaser has and maintains the rights granted to it by the Vendor herein, including pursuant to the Gravel Storage Agreement, and including the right of the Purchaser to remove all of the Prepaid Aggregate from the Precambrian SML Lands without interference and free and clear of any and all claims, liens, encumbrances or security interests of any kind during the Term hereof;

(e) be responsible for, or cause to be completed, any and all reclamation activities and environmental obligations related to the Vendor SML Lands or the Precambrian SML Lands, except to the extent such obligations are caused solely by the negligence or willful misconduct of the Purchaser;

(f) pay, or cause to be paid, any and all property taxes, rates, assessments and dues that may be assessed or levied on the Vendor SML Lands or the Precambrian SML Lands due to the removal of the Prepaid Aggregate by the Purchaser or otherwise;

(g) pay, or cause to be paid, any taxes, fees, assessments or dues whatsoever imposed by the Government of Alberta, the Government of Canada, any municipal government or any other governmental authority with jurisdiction over the Vendor SML Lands or the Precambrian SML Lands arising due to the conduct of the activities by the Purchaser hereunder, including paying any inspection fees, business taxes and income taxes (but for clarity excluding the Purchaser's own income taxes from its eventual sale or use of the Prepaid Aggregate);

(h) ensure the Purchaser has access to the Precambrian SML Lands sufficient to remove the Prepaid Aggregate in accordance with the terms hereof during the entire Term hereof;

(i) ensure all of the Prepaid Aggregate is free and clear of any and all liens, charges, security interests or encumbrances of any kind and that the Purchaser has clear and unencumbered title to such Prepaid Aggregate and is able to sell or use such Prepaid Aggregate in such manner as the Purchaser determines in its sole discretion, including, if necessary, obtaining any letters of no interest or discharges of security from any of the Vendor's lenders or creditors as may be required;

(j) ensure, or cause to be ensured, that the Precambrian SML Lands are kept free and clear of any lien, charge or encumbrance which could prevent the Purchaser from enjoying any of the rights and benefits of this Agreement;

(k) provide, or cause to be provided, unrestricted access to the Purchaser to the Precambrian SML Lands through existing roads and trails;

(l) not place, or cause not to be placed, any restrictions on the hours of work of the Purchaser, its employees, agents, contractors or designates, except to the extent required by Applicable Laws;

(m) obtain, or cause to be obtained, all permits, approvals and consents as are required for the Precambrian SML Lands to permit the Purchaser to remove and haul the Prepaid Aggregate from the Precambrian SML Lands;

(n) not permit any of its own activities or those of any third parties, including Precambrian, to impact the operations of the Purchaser on the Precambrian SML Lands, including the removal of Prepaid Aggregate; and

(o) not grant or permit to be granted any rights to any other party regarding all or any of the Prepaid Aggregate or Precambrian SML Lands which may affect or interfere with the Purchaser's rights hereunder.

ARTICLE 4 –TERMINATION

4.1 Upon the expiration of the Term of this Agreement, the Purchaser shall be entitled to enter on and remove from the Precambrian SML Lands all plants, tools, machinery, appliances and equipment and stockpiles of Prepaid Aggregate for a period of one hundred eighty (180) days after the expiry or earlier termination of this Agreement. Any stockpiles of Prepaid Aggregate not removed within such period shall become the property of the Vendor. Notwithstanding any provision contained herein to the contrary, the Purchaser has the right, at all times during the Term to remove plant(s), tools, machinery, appliances and equipment and stockpiles put up, erected or placed on the Precambrian SML Lands.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF THE VENDOR

5.1 The Vendor warrants and represent to the Purchaser that, and acknowledges that the Purchaser is relying upon such representations and warranties and would not have entered into this Agreement without the same:

(a) the Vendor has the right and authority to grant (or caused to be granted to) the Purchaser all of the rights granted hereunder, including, without limitation, the right of the Purchaser to enter upon the Precambrian SML Lands and the right of the Purchaser to remove the Prepaid Aggregate on the terms hereof and using the equipment outlined herein (with such Prepaid Aggregate to be free and clear of any and all claims, liens, encumbrances or security interests of any kind);

(b) the Extracted Aggregates were removed solely from the Vendor SML Lands in accordance with all Applicable Laws and the Vendor has free and unencumbered ownership of the Extracted Aggregates with the right to sell the same free and clear of any and all claims, liens, encumbrances or security interests of any kind;

(c) the Vendor complied with all terms of the surface material lease related to the Vendor SML Lands and all Applicable Laws related to the same, and did not breach any terms of any Applicable Laws related to the same;

(d) the Vendor has no indebtedness, including contingent and undisclosed indebtedness, to any person, firm, corporation or otherwise which does or might, by operation of law or otherwise, constitute a lien, charge claim or security interest of any kind against all or any of the Precambrian SML Lands, Vendor SML Lands or the Prepaid Aggregate;

(e) no person, firm or corporation has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from the Vendor of the Prepaid Aggregate;

(f) the Purchaser has and shall have full and sufficient rights to enter onto the Precambrian SML Lands and remove the Prepaid Aggregate in accordance with the terms hereof during the entire Term;

(g) the Vendor is not subject to any legal proceedings which may give rise to a claim, lien or encumbrance of any kind on the Prepaid Aggregate;

(h) no labour has been performed, nor materials supplied, for all or any of the Vendor SML Lands, the Precambrian SML Lands or the Prepaid Aggregate which has not been fully paid for or for which a builder's lien, mechanic's lien or materialmen's lien or any other lien may be claimed by an entity;

(i) there are no notices or complaints against the Vendor under any federal, provincial or municipal laws, rules, regulations or bylaws, including Environmental Laws, which now or could result in a lien or charge registered

against all or any of the Vendor's interest in the Precambrian SML Lands, the Vendor SML Lands or the Prepaid Aggregate;

(j) the rights of Precambrian with respect to the Precambrian SML Lands and to grant the rights in the Gravel Storage Agreement are in good standing and the rights granted thereunder remain unamended;

(k) all documents submitted by the Vendor to the Government of Alberta in relation to the Vendor SML Lands (including the application for the same) and the Extracted Aggregates were true, complete and correct in all material respects;

(l) the Vendor has paid all royalties, property, realty, business and other taxes and fees related to the Vendor SML Lands and the Extracted Aggregates;

(m) the pile(s) of Extracted Aggregates stored at the Precambrian SML Lands contain no less than 70,000 tonnes of Aggregates which can be removed by the Purchaser in accordance with the terms hereof;

(n) the Prepaid Aggregates which have been purchased and which can be removed by the Purchaser from the Precambrian SML Lands all meet the "Designation Two Class Twenty GBC Material Specification";

(o) no Hazardous Substance is migrating to or from the Precambrian SML Lands;

(p) there are no underground storage tanks on or beneath the Precambrian SML Lands;

(q) neither the Vendor nor Precambrian have buried, dumped, disposed of, spilled or released any Hazardous Substances on, beneath or adjacent to the Precambrian SML Lands; and

(r) the Vendor has no knowledge of the release of any Hazardous Substances into the environment, in any manner whatsoever or the presence of any Hazardous Substances on, under or around or from the Precambrian SML Lands.

ARTICLE 6– INDEMNITY AND FURTHER COVENANTS

6.1 The Vendor shall indemnify the Purchaser and its directors, officers, employees, contractors and agents (including with respect to legal fees on a solicitor and his own client full indemnity basis) for any claim, liability, loss, demand, expense, cause of action, fine penalty or amount of any kind (collectively, a "**Loss**") which may arise as a result of:

(a) any incorrectness in or breach of any representation or warranty of the Vendor contained in this Agreement;

(b) any negligence, willful misconduct or failure to act by the Vendor; and

(c) any breach or non-fulfillment of any covenant of the Vendor hereunder.

6.2 The Vendor covenants that if the supply of stored Prepaid Aggregate on the Precambrian SML Lands which can be hauled and removed by the Purchaser does not equal a minimum of 70,000 tonnes, the Vendor will, within thirty (30) days of notice from the Purchaser with respect to the lack of Prepaid Aggregate on the Precambrian SML Lands, deliver to the Purchaser at the Precambrian SML Lands or such other location within fifty (50) kilometres of the Precambrian SML Lands that the Purchaser, acting reasonably, designates, the remaining balance of Prepaid Aggregate (being the difference between 70,000 tonnes and the amount of Prepaid Aggregate actually removed from the SML Lands by the Purchaser) (the "**Aggregate Shortfall**") from such source as the Vendor deems fit, with such Aggregates to be at least of the same character and quality as the Prepaid Aggregate removed from the Precambrian SML Lands by the Purchaser, and for clarity which must meet "Designation Two Class Twenty GBC Material Specification". If any of the Prepaid Aggregate is found by the Purchaser to not meet "Designation Two Class Twenty GBC Material Specification", the Vendor will, within thirty (30) days of notice from the Purchaser of the same, deliver to the Purchaser at the Precambrian SML Lands or such other location within fifty (50) kilometres of the Precambrian SML Lands that the Purchaser, acting reasonably, designates, replacement Aggregate for the quantity of Prepaid Aggregate that does not meet the "Designation Two Class Twenty GBC Material Specification" which replacement Aggregate meets such standard and specification.

6.3 In the event the Vendor is unable or fails to comply with the obligations outlined in Section 6.2 hereof, the Vendor will be liable to the Purchaser for liquidated damages representing the fair market value amount of revenue the Purchaser would have earned selling the Aggregate Shortfall to such purchaser(s) as it determines in its sole discretion. Upon the Purchaser providing the Vendor with an estimate, acting reasonably, of what such revenue from the sale of the Aggregate Shortfall would have been, within thirty (30) days the Vendor will pay the Purchaser such amount by wire or bank draft. In the event the Vendor fails to do so, the Vendor agrees to enter into a consent judgment with the Purchaser for such amount. The parties agree and acknowledge that the liquidated damages outlined herein are not a penalty but rather are an accounting and estimate of damages and losses the Purchaser has suffered as a result of the Vendor's breach. The Vendor agrees that it shall not challenge and is forever estopped from challenging the Purchaser's estimate of revenue for the Aggregate Shortfall.

6.4 The Vendor shall, on signing of this Agreement, sign and enter into that Discontinuance and Release Agreement attached hereto as Schedule "B".

ARTICLE 7– GENERAL

7.1 **Further Assurances**: Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

7.2 **Preamble and Schedules.** The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Gravel Storage Agreement.

7.3 **Relationship between Parties.** Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent purchase agreement between the two parties at arm's length.

7.4 **No Authority.** Except as may from time to time be expressly stated in writing by the one party or as otherwise contained herein, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

7.5 **Statutory Reference**. Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

7.6 **Entire Agreement**: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

7.7 **Unenforceability**: If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

7.8 **Notice**: Whether or not so stipulated herein, all notices, communication, requests and statements (the "**Notice**") required or permitted hereunder shall be in writing.

Any Notice required or permitted hereunder may be sent to the intended recipient at its address as follows:

(a) if to the Vendor:

JMB Crushing Systems Inc.
P.O. Box 6977
Bonnyville, AB T9N 2H4
Attention: Jeff Buck
Email: jeffb@jmbcrush.com

(b) if to the Purchaser:

N.P.A. Ltd. d/b/a E Construction
10130 – 21 Street
Edmonton, Alberta T6P 1W7
Attention: Vice President & General Manager
Email: bill.turner@wapitigravel.ca

with a cc to:

Brownlee LLP
Barristers and Solicitors
2200 Commerce Place
10155 – 102 Street
Edmonton, Alberta T5J 4G8
Attention: Raymond Guy Miki
Fax: 780-424-3254
Email: gmiki@brownleelaw.com

or to such other address as each party may from time to time direct in writing.

Notice may be served by one of the following means:

(c) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;

(d) if delivered to a corporate party, by delivering it to the address specified above during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;

(e) by email or fax to a party to the address specified above. Notice delivered in this manner shall be deemed received on the next Business Day; or

(f) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

7.9 **Time**: Time shall be of the essence of this Agreement.

7.10 **Governing Law**: This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

7.11 **Binding Effect**: This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

7.12 **No Waiver:** No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

7.13 **Headings:** The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

7.14 **Counterparts**: This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

7.15 **Amendments**: This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

7.16 **Survival:** The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement and shall not be merged therein or therewith.

7.17 **Remedies Generally:** Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

7.18 **Payment of Monies:** The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds.

7.19 **Singular, Plural and Gender**: Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof

7.20 **Requests for Consent**: Each party shall provide any decision with regard to a request for consent in a timely manner.

7.21 **Construction:** This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

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

N.P.A. LTD.

Per: _____

JMB CRUSHING SYSTEMS INC.

Per: _____

SCHEDULE "A"

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

"THE GRAVEL EXPERTS"

January 15, 2020

Re: Agreement to Store Gravel on SML 020038

The following is an agreement between JMB Crushing Systems (JMB) and Precambrian Sand & Gravel Ltd (PRE) for the storage of gravel from SML 120004 in SML 020038.

- PRE is the lease holder of SML 020038 in SE-8-82-6 W4M & SW-9-82-6 W4M. Randall Lacombe is the representative of PRE.
- JMB has transported pit run from SML 120004 to SML 020038 where JMB crushed and stockpiled material to be stored on SML 020038.
- JMB will pay a lump sum of $10,000 to PRE to allow JMB to store the JMB produced gravel on SML 020038.
- The term of this agreement is January 1st, 2020 to December 31, 2020. JMB will have rights to store the material on SML 020038 until December 31, 2020.
- PRE further agrees and acknowledges that JMB and E Construction have a financial interest in material stored on SML 020038 and that at no point in the future will PRE or Randall Lacombe prevent JMB, E Construction, or their designates from removing any or all of the JMB material from SML 020038. It is anticipated that the JMB crushed material will begin to leave SML 020038 in early summer 2020.
- JMB will coordinate and cover costs associated with a Temporary Field Authorization (TFA) approval associated with the storage of JMB material on SML 020038.
- In the event that JMB has material on the lease after Al's Contracting has removed our material, JMB will be responsible for the remaining reclamation.
- In the year 2020, Randall Lacombe, an equipment operator for over 50 years, may borrow (free of cost) an excavator on site for 5 hours.
- JMB will supply Randall Lacombe a gate key.

Jeff Buck
President
JMB Crushing Systems
Box 6977
Bonnyville AB T9N 2H4

Randall Lacombe
Director
Precambrian Sand & Gravel Ltd
Box 93
Chard AB T0P 1G0

SCHEDULE "B"

DISCONTINUANCE AND RELEASE AGREEMENT

THIS AGREEMENT is made effective as of the ___ day of January, 2020.

BETWEEN:

N.P.A. LTD., a corporation conducting business in the Province of Alberta under names which include E Construction

(hereinafter called "**NPA**")

OF THE FIRST PART

AND:

JMB CRUSHING SYSTEMS INC., a corporation conducting business in the Province of Alberta

(hereinafter called "**JMB**")

OF THE SECOND PART

WHEREAS:

A. JMB was previously an Alberta corporation known as JMB Crushing Systems ULC, which amalgamated to form 1610880 Alberta ULC, and which has continued out of Alberta into the Province of British Columbia, where it amalgamated to form JMB.

B. NPA is the successor corporation to E Construction Ltd.

C. The Regional Municipality of Wood Buffalo ("**RMWB**") entered into a contract with OCL Group Inc. ("**OCL**") to perform certain water and sewer construction work in or around Anzac, Alberta (the "**Project**") under a Prime Contract dated August 19, 2017 (the "**Prime Contract**").

D. OCL retained subcontractors including NPA to perform certain work in relation to the Project, including the supply of certain aggregate.

E. NPA (then E Construction Ltd.) entered into a subcontract with JMB (then JMB Crushing Systems ULC) dated March 8, 2018 in which JMB agreed to provide aggregate to NPA for the Project (the "**JMB Contract**").

F. JMB (in the name of JMB Crushing Systems ULC and 1610880 Alberta ULC) has commenced Court of Queen's Bench Action No. 1903 19761 against NPA (in the name of E Construction Ltd.), seeking damages for claims relating to the JMB Contract and the cost of aggregate to be supplied for the Project (the "**JMB Action**").

G. The parties have now agreed to a discontinuance of the JMB Action and a release of NPA by JMB.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the payment for aggregate by NPA to JMB pursuant to that Aggregate Purchase and Removal Agreement between NPA and JMB and other good and valuable consideration now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), and of the mutual promises, covenants and agreements hereinafter set forth and as set forth in the Aggregate Purchase and Removal Agreement, the parties agree and covenant with each other as follows:

1. The preamble hereto is binding and forms part of this Agreement.

2. JMB represents and warrants that it is the successor to JMB Crushing Systems ULC and 1610880 Alberta ULC (the "**Former Entities**") and has the ability to discontinue the JMB Action and provide the releases herein on behalf of itself and the Former Entities.

3. Upon execution of this Agreement, JMB will forthwith discontinue the JMB Action and NPA will provide its consent to a discontinuance of the JMB Action on a without cost basis.

4. JMB, the Former Entities and their subsidiaries, affiliated companies, partners, agents, administrators, successors, assigns, directors, officers or employees, whether past or present (the "**JMB Releasors**") do forever release, remise and discharge NPA (including E Construction Ltd.) and its respective subsidiaries, affiliated companies, partners, agents, administrators, successors, assigns, directors, officers, or employees, whether past or present (the "**NPA Releasees**"), jointly and severally from any and all actions, causes of action, contracts (whether expressed or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expense, interest, cost, and claims of any and every kind and nature whatsoever which the JMB Releasors ever had, now have or may have, at law or in equity, including (without restricting the generality of the foregoing) with respect to or in any way connected with the JMB Action, the JMB Contract, the supply of the aggregate, the Project or the Prime Contract (the "**Released Matters**").

5. The JMB Releasors hereby agree to indemnify the NPA Releasees from any and all actions, causes of action, contracts (whether expressed or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expense, interest, cost, and claims of any and every kind and nature whatsoever related to the Released Matters.

6. The respective parties agree and acknowledge that in executing this Agreement that they have not relied upon any representations and that they have reviewed this Agreement. The respective Parties hereby voluntarily accept said terms for the purpose of making full and final compromise, adjustment and settlement of all claims as aforesaid.

7. It is understood and agreed that this Agreement to settle and release is a compromise of a disputed and doubtful claim and that the payment is not meant to be construed as an admission of liability on the part of the NPA Releasees.

8. This Agreement may be executed in counterpart, and by way of PDF or facsimile.

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

N.P.A. LTD.

Per:

_____

JMB CRUSHING SYSTEMS INC.

Per:

_____

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

Bill Turner

Sworn before me this 30th day

of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

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

"THE GRAVEL EXPERTS"

January 15, 2020

Re: Agreement to Store Gravel on SML 020038

The following is an agreement between JMB Crushing Systems (JMB) and Precambrian Sand & Gravel Ltd (PRE) for the storage of gravel from SML 120004 in SML 020038.

- PRE is the lease holder of SML 020038 in SE-8-82-6 W4M & SW-9-82-6 W4M. Randall Lacombe is the representative of PRE.
- JMB has transported pit run from SML 120004 to SML 020038 where JMB crushed and stockpiled material to be stored on SML 020038.
- JMB will pay a lump sum of $10,000 to PRE to allow JMB to store the JMB produced gravel on SML 020038.
- The term of this agreement is January 1st, 2020 to December 31, 2020. JMB will have rights to store the material on SML 020038 until December 31, 2020.
- PRE further agrees and acknowledges that JMB and E Construction have a financial interest in material stored on SML 020038 and that at no point in the future will PRE or Randall Lacombe prevent JMB, E Construction, or their designates from removing any or all of the JMB material from SML 020038. It is anticipated that the JMB crushed material will begin to leave SML 020038 in early summer 2020.
- JMB will coordinate and cover costs associated with a Temporary Field Authorization (TFA) approval associated with the storage of JMB material on SML 020038.
- In the event that JMB has material on the lease after Al's Contracting has removed our material, JMB will be responsible for the remaining reclamation.
- In the year 2020, Randall Lacombe, an equipment operator for over 50 years, may borrow (free of cost) an excavator on site for 5 hours.
- JMB will supply Randall Lacombe a gate key.

Jeff Buck
President
JMB Crushing Systems
Box 6977
Bonnyville AB T9N 2H4

Randall Lacombe
Director
Precambrian Sand & Gravel Ltd
Box 93
Chard AB T0P 1G0

This is Exhibit " V " referred to in the Affidavit of Bill Turner

Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

AMENDING AGREEMENT

This Amending Agreement made effective the 24th day of February, 2020.

BETWEEN:

N.P.A. LTD., a corporation conducting business in the Province of Alberta under the name E Construction

(hereinafter called the "**Purchaser**")

OF THE FIRST PART

AND:

JMB CRUSHING SYSTEMS INC., a corporation conducting business in the Province of Alberta

(hereinafter called the "**Vendor**")

OF THE SECOND PART

Whereas:

A. The Purchaser and the Vendor entered into that Aggregate Purchase and Removal Agreement dated the 16th day of January, 2020 (the "**Purchase Agreement**") related to the purchase and removal by the Purchaser of certain Prepaid Aggregate from the Precambrian SML Lands during the currency of the Term outlined in the Purchase Agreement.

B. The Purchaser and the Vendor have agreed to extend the Term in the Purchase Agreement.

C. The Purchaser and the Vendor wish to amend the Purchase Agreement in accordance with the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of $1.00 paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) and other good and valid consideration, including the mutual covenants and agreements contained herein, the parties hereby covenant and agree as follows:

1. The parties hereby ratify and confirm those matters contained within the preamble to this Amending Agreement, and hereby acknowledge and agree that same shall expressly form part of this Amending Agreement.

2. The Purchase Agreement is hereby amended as follows:

   (a) Section 1.1(n) is amended to read as follows:

   > "**Term**" means the term commencing on the date hereof and continuing until the earlier of (a) November 30, 2021; or (b) all of the Prepaid Aggregate has been removed from the Precambrian SML Lands by the Purchaser; and

   (b) Section 1.1(h) is amended to read as follows:

   > **"Gravel Storage Agreement"** means that Agreement to store the Prepaid Aggregate on SML 020038 dated January 15, 2020 between the Vendor and Precambrian in the form attached hereto as Schedule "A", and includes any extensions, replacements or substitutes thereof, and any additional agreements between the Vendor and Precambrian related to the storage of the Prepaid Aggregate on SML 020038 and the removal thereof by the Purchaser;

3. The Vendor represents and warrants to the Purchaser that the Vendor has, as its sole cost, obtained all necessary rights, including, without limitation, extending the Gravel Storage Agreement with Precambrian until at least November 30, 2021 and/or obtaining a further agreement with Precambrian related to the storage and removal of the Prepaid Aggregate from the Precambrian SML Lands by the Purchaser until at least November 30, 2021, as are required to permit the amendment hereunder and to provide the Purchaser with the rights in the Purchase Agreement required by the amendment hereunder.

4. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

5. Except where hereby amended, the parties hereto confirm and ratify all provisions of the Purchase Agreement, including as they relate to the extended Term.

6. This Amending Agreement may be executed and delivered in any number of counterparts, by fax, email, portable document format, electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original and all counterparts taken together will constitute one and the same instrument.

7. The parties hereto shall, from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Amending Agreement.

8. This Amending Agreement shall ensure to the benefit of and be binding upon the parties hereto and each of their successors and permitted assigns, as the case may be.

9. The Purchase Agreement, as amended by this Amending Agreement, remains in full force and effect.

10. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as contained in the Purchase Agreement

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

N.P.A. LTD.

Per: _____

JMB CRUSHING SYSTEMS INC.

Per: _____

N.P.A. Ltd

JOB/SUB JOB NO.	CO	VENDOR	REFERENCE	CHECK NO
	05095	10574899		84726

INVOICE NUMBER	DATE	DESCRIPTION	ORG AMOUNT	DISCOUNT	NET AMT
JAN 2020	Jan 16/20		1,396,500.00		1,396,500.00
		TOTALS	1,396,500.00	0.00	1,396,500.00

This is Exhibit "W" referred to in the Affidavit of Bill Turner

Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

DETACH AND RETAIN THIS STATEMENT

THE ATTACHED CHECK IS IN PAYMENT OF ITEM DESCRIBED ABOVE
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

THIS DOCUMENT CONTAINS A TRUE WATERMARK, VISIBLE FIBRES AND A MICROPRINT BORDER

N.P.A. Ltd
10130 - 21 Street
Edmonton AB T6P 1W7
Tel: (780) 467-7701

Canadian Imperial Bank of Commerce
#260, 1020 Sherwood Drive
Sherwood Park AB T8A 2G4

CHECK NO. 00084726

DATE 20200116
YYA MM DD

CHECK AMOUNT

PAY: **ONE MILLION THREE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED AND 00/100 Dollars $**********1,396,500.00

TO THE ORDER OF

JMB CRUSHING SYSTEMS INC.,
PO BOX 6977
BONNYVILLE AB T9N 2H4

⑈00084726⑈ ⑆00599⑈010⑆ 94⑈04015⑈

To Apr Scrap Here

Deposit date/time: 01/17/2020,14:14:49
Deposit Transit/FI: 08219-219
Deposit account: 99030174410
Source Number : 36
Deposit Number: 0365507
Sequence number of Item: 2
User ID: E83614
Location: 921
Location Number: 921

Endorsement - Signature or Stamp / Endossement - Signature ou estampe

BACK/ENDOS

Peskett, Dan

From:	Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>
Sent:	Thursday, June 11, 2020 2:05 PM
To:	Scott Matheson; jhockin@parlee.com; Peskett, Dan
Cc:	Kyriakakis, Pantelis
Subject:	JMB - ATB Statement redacted.pdf
Attachments:	ATB Statement redacted.pdf

As requested, please find attached JMB's redacted bank statement showing the deposit of the cheque from NDA.

Caireen E. Hanert
Partner
T +1 403 298 1992
caireen.hanert@gowlingwlg.com

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

gowlingwlg.com

This is Exhibit "X" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Deposit Account Statement

[redacted]

ATB Financial™

SAVING | BORROWING | INVESTING | KNOW-HOW

ATB0114001_8876239_001 E D 07469 03437

JMB Crushing Systems Inc.
6977 Box
Bonnyville AB T9N 2H4

Your ATB Financial Branch
07469 Bonnyville Branch
4902 50 Ave W
Bonnyville AB
T9N 2G3

If you have any questions, contact us at 1 800 332-8383 or visit us at www.atb.com

[redacted]

ATB Financial™

SAVING | BORROWING | INVESTING | KNOW-HOW

Details of your account transactions (continued)

Date	Description	Debits to your account ($)	Credits to your account ($)	Balance ($)
[redacted]				
Jan 17	Deposit Cheque 921 Edmonton Ellerslie Landing Branch		$1,396,500.00	
[redacted]				

[redacted]

Peskett, Dan

From: Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>
Sent: Monday, June 8, 2020 4:02 PM
To: Jeremy H. Hockin; Scott Matheson
Cc: Peskett, Dan
Subject: NDA - back of cheque
Attachments: B3640605.pdf

All:

Further to my note yesterday, please find attached the unredacted back of cheque.

Kind regards,
Caireen

Caireen E. Hanert
Partner
T +1 403 298 1992
caireen.hanert@gowlingwlg.com

This is Exhibit " Y " referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Deposit date/time: 01/17/2020,14:14:49
Deposit Transit/FI: 09219-218
Deposit account: 99030174410
Source Number : 36
Deposit Number: 0365507
Sequence number of item: 2
User ID: E85614
Location: 921
Location Number: 921

Endorsement - Signature or Stamp / Endossement - Signature ou estampe

BACK/ENDOS

Peskett, Dan

From: Peskett, Dan
Sent: Friday, June 5, 2020 1:15 PM
To: 'Scott Matheson'; Jeremy H. Hockin
Cc: 'Hanert, Caireen'
Subject: FW: NPA Cheque Copy
Attachments: NPA Cheque Copy.pdf

Subject cheque without pricing redactions.

It is providing pursuant to the same implied undertaking of confidentiality.

Dan

From: Buelow, Kristie
Sent: June-03-20 2:43 PM
To: Peskett, Dan
Subject: NPA Cheque Copy

KRISTIE BUELOW | LEGAL ASSISTANT | BROWNLEE LLP
ASSISTANT TO JANINE DHAIBI AND DAN PESKETT
m. 780-497-4800 | **d.** 780.441.2061 | **f.** 780-424-3254 | kbuelow@brownleelaw.com
2200 COMMERCE PLACE | 10155 - 102 STREET | EDMONTON, AB T5J 4G8
Toll-Free. 800-661-9069 | www.brownleelaw.com

Peskett, Dan

From: Peskett, Dan
Sent: Friday, June 5, 2020 1:11 PM
To: Jeremy H. Hockin; 'Scott Matheson'
Cc: 'Hanert, Caireen'
Subject: FW: JMB Agreement - No Redactions
Attachments: JMB 881 stockpile sale agreement-withschedules.pdf

Please see the same subject Agreement without the pricing redactions.

It is provided on the same implied undertaking of confidentiality.

Regards, Dan.

From: Ungar, Joshua N.C.
Sent: June-05-20 12:21 PM
To: Peskett, Dan
Subject: JMB Agreement - No Redactions

Hi Dan,

As attached.

Thanks,

Josh

JOSHUA N.C. UNGAR | ASSOCIATE | BROWNLEE LLP
m. 780-497-4800 | d. 780-970-5733 | f. 780-424-3254 | jungar@brownleelaw.com
2200 COMMERCE PLACE | 10155 - 102 STREET | EDMONTON, AB T5J 4G8
Toll-Free. 800-661-9069 | www.brownleelaw.com

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

Bill Turner

Sworn before me this 30th day

of July A.D., 20 20

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

AGGREGATE SALE AGREEMENT

This agreement made effective the 26 day of March, 2020.

BETWEEN:

N.P.A. LTD., a corporation conducting business in the Province of Alberta under the name E Construction

(hereinafter called the "**Vendor**")

OF THE FIRST PART

AND:

REGIONAL MUNICIPALITY OF WOOD BUFFALO, a municipality pursuant to the *Municipal Government Act* (Alberta)

(hereinafter called the "**Purchaser**")

OF THE SECOND PART

WHEREAS the Vendor has crushed and stockpiled the Purchased Aggregate on the Stockpile Site;

AND WHEREAS the Purchaser desires to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, the Purchased Aggregate, free and clear of any and all claims, liens and encumbrances, for the Total Purchase Price on the terms and conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), and of the mutual promises, covenants and agreements hereinafter set forth, the parties agree and covenant with each other as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement the following terms, whenever used, shall have the meaning set forth below:

(a) "**Aggregate**" means rock, gravel, sand and other items related thereto;

(b) "**Agreement**" means this Agreement as the same may be amended from time to time in accordance with the terms hereof and the expressions "**herein**", "**hereof**", "**hereto**", "**above**", "**below**" and similar expressions used in any paragraph,

subparagraph, section or article of this Agreement refer and relate to the whole of this Agreement and not to that paragraph, subparagraph, section or article only, unless otherwise expressly provided;

(c) "**Applicable Laws**" means any laws, regulations, statutes, rules, by-laws or otherwise of any governmental authority with jurisdiction over the Vendor, Purchaser or the Stockpile Site, and includes Environmental Laws;

(d) "**Business Day**" means any day except a Saturday, Sunday or statutory holiday in the Province of Alberta;

(e) "**Deposit**" means the amount of Three Hundred Fourteen Thousand Seven Hundred and Twenty ($314,720.00) Canadian Dollars plus GST, representing a twenty (20%) percent deposit paid by the Purchaser to the Vendor on the Purchase Price to be held and applied in accordance with the terms hereof;

(f) "**Environmental Laws**" means all applicable statutes, regulations, ordinances, by-laws, guidelines, policies and codes (whether federal, provincial or municipal) relating to the protection and preservation of the environment, occupational health and safety and/or hazardous substances;

(g) "**JMB**" means JMB Crushing Systems Inc.;

(h) "**JMB Contract**" means that agreement between JMB and the Vendor dated March 8, 2018 relating to the provision of Aggregate for the water and sewer construction project contemplated by the Prime Contract;

(i) "**NPA Overhead Cost**" means the amount of ten (10%) percent plus GST added to the Purchase Price for the Purchased Aggregate, representing the total amount of One Hundred Fifty Seven Thousand Three Hundred and Sixty ($157,360.00) Dollars plus GST payable in accordance with the terms hereof;

(j) "**OCL**" means OCL Group Inc.;

(k) "**Purchased Aggregate**" means Aggregate totaling seventy thousand (70,000) tonnes, which Aggregate has been crushed, stockpiled and stored at a yard located on Highway 881 on the Stockpile Site, and which Aggregate meets "Designation Two Class Twenty" specifications;

(l) "**Purchase Price**" means the amount of Twenty Two Dollars and Forty Eight Cents ($22.48) per tonne of Purchased Aggregate plus GST, for a total of One Million Five Hundred Seventy Three Thousand and Six Hundred ($1,573,600.00) Dollars plus GST;

(m) "**Prime Contract**" means that agreement between OCL and the Purchaser dated August 19, 2017 for the performance of certain water and sewer construction work in or around Anzac, Alberta;

(n) **"Stockpile Site"** means those lands legally described as SE-8-82-6 W4M & SW-9-82-6 W4M;

(o) **"Term"** means the term commencing on the date hereof and continuing until the earlier of (a) September 30, 2021; or (b) all of the Purchased Aggregate has been removed from the Stockpiled Lands by the Purchaser;

(p) **"Total Purchase Price"** means the amount of One Million Seven Hundred Thirty Thousand Nine Hundred and Sixty ($1,730,960.00) Dollars plus GST, representing the Purchase Price for all of the Purchased Aggregate plus the NPA Overhead Cost; and

(q) **"Vendor's then-current standard overtime rate"** means the difference between the Vendor's regular rate for labour or equipment and the Vendor's overtime rate for those same services.

ARTICLE 2 – AGGREGATE PURCHASE

2.1 The Vendor hereby sells to the Purchaser, and the Purchaser hereby purchases from the Vendor, the Purchased Aggregate, free and clear of any and all claims, liens and encumbrances, for the Total Purchase Price, all in accordance with the terms hereof.

2.2 The Purchaser shall pay to the Vendor the Deposit upon execution of this Agreement, with the Deposit to be held and applied in accordance with the terms hereof.

2.3 The Purchaser shall pay to the Vendor the NPA Overhead Cost upon execution of this Agreement, with the NPA Overhead Cost being immediately earned by and payable to the Vendor upon and by virtue of execution of this Agreement, and being nonrefundable in accordance with the terms hereof.

2.4 The Vendor shall secure and store the Purchased Aggregate at the Stockpile Site during the Term of this Agreement at no additional cost to the Purchaser, provided that the Purchased Aggregate must be removed from the Stockpile Site by the Purchaser, or any contractor authorized by the Purchaser, prior to the end of the Term hereof unless otherwise agreed by the Vendor in its sole discretion. Any Purchased Aggregate not removed at the end of the Term hereof shall automatically, and without further action required, become property of the Vendor. In the event all of the Purchased Aggregate is not removed by the end of the Term, in addition to such remaining Purchased Aggregate becoming property of the Vendor, the Purchaser shall not be entitled to the return of its Deposit, and in any event will be required to pay the Vendor any portion of the Total Purchase Price still outstanding within thirty (30) days of the end of the Term. This provision shall survive the termination of this Agreement.

2.5 The Purchaser agrees that it shall be responsible for hauling and removing the Purchased Aggregate from the Stockpile Site in accordance with the terms hereof, and that it shall be responsible for all costs of the same except as expressly outlined herein. The hauling and removal of the Purchased Aggregate shall be completed as follows, and in accordance with the following terms:

(a) the Vendor shall cause the Purchaser, or any contractor authorized by the Purchaser, to have access to remove and haul the Purchased Aggregate from the Stockpile Site at all reasonable times during Business Days (unless otherwise agreed by the Vendor in its sole discretion), upon the provision of at least twenty four (24) hours' advance written notice to the Vendor, or such lesser amount of time as the Vendor, in its sole discretion, may permit;

(b) upon the Purchaser providing the written notice outlined herein, the Vendor shall provide staff of the Vendor, or a contractor or related company of the Vendor, at the Stockpile Site for the loading and scaling of the Purchased Aggregate into the hauling trucks of the Purchaser. The staff and equipment required for the loading and scaling shall be provided at the Vendor's sole cost and without further charge to the Purchaser except as specifically outlined herein to the contrary;

(c) notwithstanding the foregoing or anything in this Agreement to the contrary, any request for removal of Purchased Aggregate by the Purchaser shall be for an amount not less than 800 tonnes of Purchased Aggregate per day. In the event the Purchaser desires to remove less than 800 tonnes of Purchased Aggregate in a single day, the Purchaser shall pay the Vendor's then-current standard overtime rates for workers and equipment for every hour required for the scaling and loading of the Purchased Aggregate in addition to the applicable payment of the Purchase Price for the hauled Purchased Aggregate;

(d) the maximum amount of Purchased Aggregate which may be removed by the Purchaser in one day shall be such amount as the Vendor can reasonably accommodate in its sole discretion, however the Vendor hereby agrees and acknowledges that it shall be able to accommodate up to 4,000 tonnes per day when and if required by the Purchaser. In the event the Vendor agrees, in its sole discretion, to accommodate more than 4,000 tonnes per day, the Purchaser shall pay the Vendor's then-current standard overtime rate for workers and equipment for every hour required for the scaling and loading of any Purchased Aggregate over 4,000 tonnes;

(e) the maximum amount of time during a single day in which the Purchaser can request the Vendor have its staff and equipment engage in the scaling and loading of Purchased Aggregate, at all times subject to the minimums and maximums outlined herein, shall be twelve (12) hours in a single day. In the event more than twelve (12) hours of staffing and equipment is required and the Vendor agrees, in its sole discretion, to accommodate the same, the Purchaser shall pay the Vendor's then-current standard overtime rates for workers and equipment for every hour beyond the twelve (12) hour threshold in addition to the applicable payment of the Purchase Price for the hauled Purchased Aggregate;

(f) notwithstanding anything in this Agreement to the contrary, in the event the Purchaser wishes to remove Purchased Aggregate on a day which is not a Business Day and the Vendor agrees, in its sole discretion, to accommodate the same, the Purchaser shall pay the Vendor's then-current standard overtime rates

for workers and equipment for every hour required on such non Business Day in addition to the applicable payment of the Purchase Price for the hauled Purchased Aggregate; and

(g) the Purchaser shall provide the Vendor a minimum of twenty four (24) hours' notice if it has provided the Vendor notice of its requirement to remove Purchased Aggregate on a particular day and will no longer be attending on that day or will be requiring a materially different amount of Purchased Aggregate on that day than was initially anticipated and communicated to the Vendor.

2.6 Subject at all times to Sections 2.2 and 2.3 hereof, payment of the Total Purchase Price shall be as follows:

(a) the Vendor shall scale all Purchased Aggregate removed from the Stockpile Site using certified truck scales(s), and truck haul tickets for each truck shall be provided by the Vendor to the Purchaser for verification and payment purposes; and

(b) for each load of Purchased Aggregate removed from the Stockpile Site, the Purchaser shall pay to the Vendor, within thirty (30) days of receipt of an invoice from the Vendor for that load (along with the corresponding truck haul tickets), the balance of the Purchase Price attributable to such Purchased Aggregate at the rate of the Purchase Price minus twenty (20%) percent to account for the Deposit. The Vendor shall then credit the appropriate amount of the Deposit to the Purchaser's payment for such load and reduce the total amount of the Deposit by the same.

2.7 Should the Purchaser request, in its sole discretion, to have the Vendor deliver the Purchased Aggregate, or a portion thereof, from the Stockpile Site to a location in the Hamlet of Anzac, Alberta, or to any other location specified by the Vendor from time-to-time which is of the same or lesser distance as from the Stockpile Site to the Hamlet of Anzac, Alberta, the Vendor shall deliver, upon reasonable written notice from the Purchaser, the amount of requested Purchased Aggregate to such location specified by the Purchaser at a time agreed upon by the Purchaser and the Vendor, each side acting reasonably, for an additional (in addition to the applicable payment of the Purchase Price for the Purchased Aggregate) all-inclusive cost of seven ($7.00) Canadian dollars per tonne of Aggregate so delivered. Notwithstanding the foregoing, the parties agree that the minimum delivery per day pursuant to this Section shall be eight hundred (800) tonnes of Aggregate, and the maximum delivery per day pursuant to this Section shall be such amount as can be reasonably accommodated by the Vendor in its sole discretion, with the Vendor acknowledging that it can accommodate up to 4,000 tonnes per day, provided the Vendor receives a request for such volumes not later than seventy-two (72) hours in advance of the target delivery date.

2.8 In the event there is any shortfall in the amount of Purchased Aggregate at the Stockpile Site, the Purchaser will not be required to pay that portion of the Purchase Price attributable to the shortfall amount of Purchased Aggregate, and the Vendor shall promptly return that portion of the Deposit which has not been credited to payments made by the

Purchaser for Purchased Aggregate in accordance with Section 2.6(b) hereof. The return of the Deposit (or portion thereof) will be without limitation or prejudice to any other rights or remedies which the Purchaser may have at law or in equity. Notwithstanding the foregoing, the NPA Overhead Cost shall not be refundable in any circumstance.

2.9 Title and risk with respect to the Purchased Aggregate shall pass to the Purchaser upon the Purchased Aggregate being loaded into the Purchaser's, or the Purchaser's contractor's, trucks for hauling from the Stockpile Site. In the event Purchased Aggregate is delivered pursuant to Section 2.7 hereof, title and risk will transfer to the Purchaser upon delivery.

2.10 The Purchaser and the Vendor shall each cause it, or any of its contractors, to comply with all Applicable Laws and Environmental Laws in conducting the activities outlined in this Agreement.

2.11 Any of the Purchaser's trucks which attend at the Stockpile Site to remove the Purchased Aggregate shall be in good, working condition and shall conduct their operations reasonably in a diligent, careful and workmanlike manner in compliance with all Applicable Laws. All such trucks shall be insured with no less than Two Million ($2,000,000.00) Canadian dollars of liability insurance per incident.

2.12 The Vendor's employees at the Stockpile Site shall conduct their operations reasonably in a diligent, careful and workmanlike manner in compliance with all Applicable Laws. The Vendor shall maintain no less than Two Million ($2,000,000.00) Canadian dollars of public liability insurance per incident in place at all times during the Term hereof.

ARTICLE 3– INDEMNITY AND LIMITS OF LIABILITY

3.1 Notwithstanding anything in this Agreement to the contrary, under no circumstances shall the Vendor be liable to the Purchaser for any special, incidental, indirect, exemplary or consequential damages related to the terms of this Agreement or the sale of the Purchased Aggregate, including, without limitation, for loss of profits, revenue or anticipated business.

3.2 The Purchaser is responsible for inspecting all Purchased Aggregate upon receipt of the same. Notwithstanding anything in this Agreement to the contrary, no suit or claim of any kind may be brought against the Vendor with respect to any Purchased Aggregate which has been removed from the Stockpile Site unless it is brought within thirty (30) days of removal.

ARTICLE 4– RELEASE AND WAIVER

4.1 The Vendor and its subsidiaries, affiliated companies, partners, agents, administrators, successors, assigns, directors, officers or employees, whether past or present, does hereby forever release and discharge the Purchaser and its assigns, directors, officers, elected officials or employees, whether past or present, from any and all actions, causes of action, contracts (whether expressed or implied), claims and demands for damages, loss or injury, suits, debts, sums of money, indemnity, expense, interest, cost and claims of any and every kind and nature whatsoever, which the Vendor ever had, now has or may have, at law or in

equity, with respect to matters directly related to the JMB Contract and the supply of Aggregate contemplated by the JMB Contract, excepting only any action to enforce the terms of this Agreement.

4.2 Without limiting the foregoing, the Vendor waives and agrees not to pursue any claims it may have against OCL in relation to the JMB Contract and the supply of Aggregate contemplated by the JMB Contract. For certainty, however, except with respect to the aforementioned claims related to the supply of Aggregate contemplated by the JMB Contract, the Vendor is not releasing or waiving any claim rights it has against OCL, or anyone else, which arise from any other matters related to that subcontract entered into between OCL and the Vendor dated August 19, 2017 (the "**E Construction Subcontract**"), which for certainty includes not releasing or waiving any claims against OCL, or anyone else, related to the work or services not proceeding under the E Construction Subcontract.

ARTICLE 5– GENERAL

5.1 **Further Assurances**: Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

5.2 **Preamble and Schedules.** The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto, if any, are expressly incorporated into and form part of this Agreement:

5.3 **Relationship between Parties**. Nothing contained herein shall be deemed or construed by the parties nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any relationship between the parties other than an independent purchase agreement between the two parties at arm's length.

5.4 **No Authority.** Except as may from time to time be expressly stated in writing by the one party or as otherwise contained herein, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

5.5 **Force Majeure.** Neither party is liable for delays or failures in performance under this Agreement due to a force majeure event, including, without limitation, war, an act of God, a foreign enemy, civil war, earthquake, flood, fire or other natural physical disaster, a strike, a change in government policy or legislation or any other matter similar in nature to the foregoing, that is beyond the reasonable control of the party. Without limiting the generality of the foregoing, a force majeure event will not include a pandemic or similar form of epidemic or, for greater certainty, financial hardship, a change in government policy, legislation or administration that makes the performance of the affected party's obligations under this Agreement more

difficult but does not render it impossible for that party to fulfill its obligations under this Agreement or substantially delay such fulfillment.

5.6 **Statutory Reference**. Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

5.7 **Entire Agreement**: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

5.8 **Unenforceability**: If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

5.9 **Notice**: Whether or not so stipulated herein, all notices, communication, requests and statements (the "**Notice**") required or permitted hereunder shall be in writing (which includes delivery by email as set out below).

Any Notice required or permitted hereunder may be sent to the intended recipient at its address as follows:

(a) if to the Vendor:

Regional Municipality of Wood Buffalo
9909 Franklin Avenue
Fort McMurray, Alberta T9K 2K4
Attention: Adel Youssef
Email: adel.youssef@rmwb.ca

with a cc to:

Reynolds Mirth Richards & Farmer LLP
3200 Manulife Place
10180 101 St NW
Edmonton, Alberta T5J 3W8
Attention: Sean Ward
Fax: 780-429-3044

Email: sward@rmrf.com

(b) if to the Purchaser:

N.P.A. Ltd. d/b/a E Construction
10130 – 21 Street
Edmonton, Alberta T6P 1W7
Attention: Vice President & General Manager
Email: bill.turner@wapitigravel.ca

with a cc to:

Brownlee LLP
Barristers and Solicitors
2200 Commerce Place
10155 – 102 Street
Edmonton, Alberta T5J 4G8
Attention: Raymond Guy Miki
Fax: 780-424-3254
Email: gmiki@brownleelaw.com

or to such other address as each party may from time to time direct in writing.

Notice may be served by one of the following means:

(c) by delivering it to the party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such party;

(d) if delivered to a corporate party, by delivering it to the address specified above during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;

(e) by email or fax to a party to the address specified above. Notice delivered in this manner shall be deemed received on the next Business Day; or

(f) by mailing via first class registered post, postage prepaid, to the party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

For clarity, and notwithstanding anything in this Agreement to the contrary, the parties shall not be required to copy counsel (Brownlee LLP and Reynolds Mirth Richards & Farmer LLP) when providing standard notice related to the removal of Purchased Aggregate hereunder.

5.10 **Time**: Time shall be of the essence of this Agreement.

5.11 **Governing Law**: This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

5.12 **Binding Effect**: This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

5.13 **No Waiver:** No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

5.14 **Headings:** The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

5.15 **Counterparts**: This Agreement may be executed and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

5.16 **Amendments**: This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

5.17 **Survival:** The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of this Agreement shall survive the termination or expiry of this Agreement and shall not be merged therein or therewith.

5.18 **Remedies Generally:** Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

5.19 **Payment of Monies:** The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds.

5.20 **Singular, Plural and Gender**: Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof

5.21 **Requests for Consent**: Each party shall provide any decision with regard to a request for consent in a timely manner.

5.22 **Construction:** This Agreement shall be interpreted according to its fair construction and shall not be construed as against any party hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

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

N.P.A. LTD.

Per: _____

BILL TURNER, VP/GM

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per: _____

Per: _____

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

N.P.A. LTD.

Per:

_____

REGIONAL MUNICIPALITY OF WOOD BUFFALO

Per: Janice Doyle, Interim CAO

_____

Per:

_____

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

Bill Turner

Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

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

"THE GRAVEL EXPERTS"

December 18, 2018

Re: Agreement to Store gravel on SML 020038

The following is an agreement between JMB Crushing Systems, Zach Kalinski and Randall Lacombe for the storage of gravel from SML 120004 to SML 020038.

Zach Kalinski is the owner and representative for SML 120004.

Randall Lacombe is the owner and representative of SML 020038

JMB Crushing Systems is the marketing agent for Zach Kalinski and the company that will be transporting pit run from SML 120004 to SML 020038 where JMB Crushing Systems will crush and stockpile material to be stored on SML 020038.

All parties agree that JMB Crushing Systems will pay a lump sum of $5000 to Randall Lacombe to allow JMB Crushing Systems to crush gravel and store gravel on SML 020038. This work will commence in Dec 2018 and JMB will have rights to store the material on SML 020038 until Dec 2019.

Randall Lacombe further agrees and acknowledges that JMB Crushing Systems and E Construction will have a financial interest in material stored on SML 020038 and that at no point in the future will Randall Lacombe prevent JMB Crushing Systems or their designates from removing any or all of the material from SML 020038.

Zach Kalinski also acknowledges that royalties from SML 120004 will not become a payable until the material leaves the interim stockpile site at SML 020038. It is anticipated that the crushed material will begin to leave SML 020038 in early summer 2019 and will be completely removed by late fall 2019.

Jeff Buck
President
JMB Crushing Systems

Zach Kalinski
SML Holder 120004
PO Box 7794
Bonnyville, T9N 2J1

Randall Lacombe
SML Holder 020038
124 Circle Drive North
Box 93 Chard T0P 1G0

FIELD LAW

2500 – 10175 101 ST NW
Edmonton AB T5J 0H3
fieldlaw.com

CALGARY / EDMONTON / YELLOWKNIFE

Scott A. Matheson
Partner
T 780-643-8765
smatheson@fieldlaw.com
Assistant: Madi Turay
T 780-423-7687
mturay@fieldlaw.com

Our File: 55198-1
Your File: A163514

This is Exhibit "BB" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

MAY 5, 2020

By email to caireen.hanert@gowlingwlg.com

Caireen E. Hanert
Gowling WLG
Suite 1600, 421 7th Avenue SW
Calgary, AB T2P 4K9

Dear Ms. Hanert:

Re: JMB Crushing Systems Inc. ("JMB") – Access to Gravel at SML 020038

My office acts for Kalinko Enterprises Ltd., Tim Kalinski, Jessica Brennan, Matthew Kalinski, Zachariah Kalinski, and Elisha Kalinski (together "Kalinko"). Mr. Hockin forwarded me your May 1, 2020, letter and subsequent email threads. I have also reviewed the initial CCAA Order, along with Mr. Buck's April 16 and April 30, 2020, affidavits.

Your letter demands the release of sand and gravel stockpiled at Mr. Hockin's client's site. That material was extracted from lands over which my clients have a Surface Materials Lease, SML 120004, under the terms of a Sand and Gravel Operating Agreement (the "Agreement") between my clients and JMB.

In short, Kalinko owns the sand and gravel until JMB (or someone else) pays for it.

Under the Agreement, Kalinko reserved and retained a royalty interest in the material—a continuing ownership interest in the property, which it further secured by way of a registration filed April 22, 2019, at the Personal Property Registry. That registration perfected, for PPSA purposes, Kalinko's interest in "all alluvial sand and gravel material extracted from the Leased Lands pursuant to the SM Leases wherever situated", as those terms are defined in the Agreement, which includes the gravel at Mr. Hockin's client's site. The PPR registration is also alternatively maintainable as a purchase-money security interest (PMSI).

JMB's understanding of its own rights and obligations in respect of the gravel stored at SML 020038 was reflected in the December 18, 2018, letter from Mr. Buck which Mr. Hockin referred to. In that letter, JMB described itself as "the marketing agent" for Kalinko in respect of

the gravel. In other words, JMB's President acknowledged in writing that JMB did not own the gravel. Rather, it held or dealt with it as an agent, in a manner which imposes a trust on the gravel (or proceeds from its sale, traced into whoever's hands they may end up) in Kalinko's favour in the amount of the royalty owing. Those trust assets (in gravel or cash) do not form part of JMB's property.

Should JMB wish to obtain ownership and possession of the gravel, the Agreement sets out the amount to be paid by JMB to Kalinko for it: $8.48 per ton, or approximately $593,600, plus $15,000 for the associated sand pile (10,000 tons at $1.50 a ton), for a total of $608,600. The material held at Mr. Hockin's client's site will become releasable to JMB only on payment of:

- The amounts owed to Mr. Hockin's client and secured by way of a possessory lien over the material; and
- $608,600 to Kalinko.

Paragraph 71 of Mr. Buck's April 16 affidavit suggests JMB has "previously sold the stored aggregate and is to receive payment once the aggregate is removed from the site." If JMB has sold the aggregate held at Al's Contracting, that was premature, since it does not have an ownership interest in it. JMB may acquire ownership of the material upon payment to Kalinko, and possession of it thereafter upon payment to Mr. Hockin's client.

Finally, we note Mr. Buck's April 16 affidavit, at paragraph 72, seems to obliquely refer to gravel or aggregate on Kalinko's lands as being owned by JMB. Mr. Buck is mistaken. Any gravel or aggregate it had on Kalinko's lands as of April 10, 2019, became the "sole and absolute property of Kalinko without compensation to JMB" fifteen days after termination pursuant to s. 5.10 of the Agreement. The Agreement was terminated on April 10, 2019, and the gravel is now unquestionably Kalinko's. I am enclosing the termination letter. Accordingly, JMB has no gravel or aggregate on Kalinko's lands and no right of access to Kalinko's lands going forward. To the extent Schedule G of Exhibit "J" to Mr. Buck's April 16 affidavit claims the Agreement subsists, that is incorrect.

If JMB is interested in purchasing the material owned by Kalinko and held by Al's Contracting, we look forward to hearing from you with a proposal for payment.

We understand that JMB intends to seek court approval for a SISP for JMB. From the content of Mr. Buck's April 16th Affidavit, it would appear that continuing access to Kalinko's pits would be a valuable asset in any such SISP.

Although the current agreements with Kalinko were terminated, JMB may wish to negotiate a new relationship for access to Kalinko's pits for future JMB business. Kalinko would be open to such a discussion in the context of a larger resolution, including the possibility of declaring Kalinko a critical supplier, provided that amounts owing to Kalinko are paid in full ($608,600 in respect of gravel held at Al's Contracting, and $678,014.13 in outstanding invoiced debts owing with respect to other gravel).

Yours truly,

FIELD LLP

Scott Matheson

Cc:
Enc.

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

Bill Turner

Sworn before me this 30th day

of July A.D., 20 20

A Notary Public, A Commissioner for Oaths
In and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

Al's Contracting (2005)

Box 247
Lac La Biche, Alberta T0A 2C0
Canada

QUOTE

Quote No: Work Trade
Date: 02/12/2019
Page: 1
Ship Date:

Sold To:

JMB CRUSHING SYSTEMS ULC
BOX 6977
BONNYVILLE, ALBERTA T9N 2H4

Ship To:

JMB CRUSHING SYSTEMS ULC
BOX 6977
BONNYVILLE, ALBERTA T9N 2H4

Business No.: 866930340RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
			SUPPLY EQUIPMENT AS PER WORK TRADE AGREEMENT			
OCT 24/18	1		TICKET AC0385	G	2,200 00	2,200 00
OCT 25/18	1		TICKET AC0386	G	3,440.00	3,440.00
OCT 26/18	1		BOL 1400	G	2,405 00	2,405 00
OCT 26/18	1		TICKET AC0387	G	5,222 50	5,222.50
OCT 27/18	1		TICKET AC0388	G	3,600.00	3,600.00
OCT 28/18	1		TICKET AC0390	G	4,710.00	4,710.00
OCT 29/18	1		TICKET AC0391	G	4,747.50	4,747.50
OCT 30/18	1		TICKET AC0392	G	5,670 00	5,670 00
OCT 31/18	1		TICKET AC0393	G	1,700 00	1,700.00
NOV 5/18	1		TICKET AC0394	G	3,225.00	3,225.00
NOV 6/18	1		TICKET AC0395	G	5,400 00	5,400.00
NOV 7/18	1		TICKET AC0396	G	4,305.00	4,305.00
NOV 8/18	1		TICKET AC0397	G	4,512 50	4,512 50
NOV 9/18	1		TICKET AC1051	G	2,370 00	2,370 00
NOV 11/18	1		TICKET AC1054	G	4,860.00	4,860.00
NOV 12/18	1		TICKET AC1056	G	3,370 00	3,370.00
NOV 13/18	1		TICKET AC1060	G	1,295 00	1,295.00
DEC 7/18	1		TICKET AC1033	G	2,295.00	2,295.00
DEC 8/18	1		TICKET AC1034	G	3,520 00	3,520 00
DEC 9/18	1		TICKET AC1035	G	2,495.00	2,495.00
DEC 10/18	1		TICKET AC1036	G	2,005 00	2,005 00
DEC 11/18	1		TICKET AC1037	G	1,605 00	1,605 00
DEC 12/18	1		TICKET AC1038	G	2,955.00	2,955.00
DEC 13/18	1		TICKET AC1039	G	1,975.00	1,975.00
DEC 13/18	1		TICKET AC1040	G	1,890.00	1,890 00
DEC 14/18	1		TICKET AC1041	G	1,950.00	1,950.00
DEC 14/18	1		TICKET AC1042	G	2,115 00	2,115 00
DEC 15/18	1		TICKET AC1043	G	2,665 00	2,665 00
DEC 15/18	1		TICKET AC1044	G	2,115.00	2,115.00
DEC 16/18	1		TICKET AC1045	G	2,815 00	2,815.00
DEC 16/18	1		TICKET AC1046	G	2,115 00	2,115 00
DEC 17/18	1		TICKET AC1047	G	2,815.00	2,815.00
DEC 18/18	1		TICKET AC1048	G	2,115.00	2,115 00
DEC 18/18	1		TICKET AC1049	G	2,815 00	2,815 00
DEC 18/18	1		TICKET AC1050	G	2,115.00	2,115.00
DEC 19/18	1		TICKET AC0328	G	2,815.00	2,815.00
DEC 19/18	1		TICKET AC0329	G	2,115 00	2,115 00
DEC 20/18	1		TICKET AC0330	G	2,815.00	2,815.00
DEC 20/18	1		TICKET AC0331	G	1,410 00	1,410 00
DEC 28/18	1		TICKET AC0332	G	2,255.00	2,255 00
DEC 28/18	1		TICKET AC0333	G	2,280.00	2,280.00
DEC 29/18	1		TICKET AC0334	G	2,815 00	2,815.00
DEC 29/18	1		TICKET AC0335	G	2,265.00	2,265.00

Comments

Continued...

Al's Contracting (2005)

Box 247
Lac La Biche, Alberta T0A 2C0
Canada

QUOTE

Quote No. Work Trade
Date: 02/12/2019
Page: 2
Ship Date:

Sold To:

JMB CRUSHING SYSTEMS ULC
BOX 6977
BONNYVILLE, ALBERTA T9N 2H4

Ship To:

JMB CRUSHING SYSTEMS ULC
BOX 6977
BONNYVILLE, ALBERTA T9N 2H4

Business No.: 866930340RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
DEC 30/18	1		TICKET AC0836	G	2,280.00	2,280.00
DEC 30/18	1		TICKET AC0837	G	2,815.00	2,815 00
DEC 31/18	1		TICKET AC0838	G	2,815.00	2,815.00
DEC 31/18	1		TICKET AC0839	G	2,280.00	2,280.00
JAN 1/19	1		TICKET AC0840	G	2,815.00	2,815.00
JAN 1/19	1		TICKET AC0841	G	2,280 00	2,280.00
JAN 2/19	1		TICKET AC0842	G	2,815 00	2,815.00
JAN 2/19	1		TICKET AC0843	G	2,280 00	2,280.00
JAN 3/19	1		TICKET AC0844	G	3,265 00	3,265.00
JAN 13/19	1		TICKET AC0826	G	750 00	750 00
JAN 14/19	1		TICKET AC0827	G	750.00	750.00
JAN 15/19	1		TICKET AC0828	G	1,950 00	1,950.00
JAN 15/19	1		TICKET AC0829	G	1,250 00	1,250 00
JAN 16/19	1		TICKET AC0830	G	2,100.00	2,100 00
JAN 16/19	1		TICKET AC0831	G	2,300.00	2,300.00
JAN 17/19	1		TICKET AC0832	G	2,250.00	2,250.00
JAN 18/19	1		TICKET AC0833	G	2,550.00	2,550 00
JAN 18/19	1		TICKET AC0834	G	2,850 00	2,850.00
JAN 19/19	1		TICKET AC0835	G	3,350 00	3,350.00
JAN 19/19	1		TICKET AC0836	G	2,600.00	2,600 00
JAN 20/19	1		TICKET AC0839	G	850 00	850.00
JAN 20/19	1		TICKET AC0840	G	2,300.00	2,300.00
JAN 21/19	1		TICKET AC0841	G	3,200.00	3,200.00
JAN 22/19	1		TICKET AC0843	G	3,200.00	3,200.00
JAN 23/19	1		TICKET AC0844	G	3,200.00	3,200.00
JAN 24/19	1		TICKET AC0845	G	3,200.00	3,200.00
JAN 25/19	1		TICKET AC0846	G	2,815 00	2,815.00
JAN 26/19	1		TICKET AC0847	G	3,200 00	3,200.00
JAN 27/19	1		TICKET AC0848	G	3,200.00	3,200.00
JAN 28/19	1		TICKET AC0849	G	3,200.00	3,200 00
JAN 29/19	1		TICKET AC0850	G	3,200.00	3,200 00
JAN 30/19	1		TICKET AC0852	G	3,200.00	3,200.00
JAN 31/19	1		TICKET AC0853	G	3,200.00	3,200.00
FEB 1/19	1		TICKET AC0854	G	2,955.00	2,955.00
FEB 2/19	1		TICKET AC0855	G	1,610.00	1,610.00
FEB 7/19	1		TICKET AC0856	G	650 00	650 00
FEB 8/19	1		TICKET AC0857	G	2,385.00	2,385 00
FEB 9/19	1		TICKET AC0858	G	2,815 00	2,815.00
FEB 10/19	1		TICKET AC0859	G	2,815 00	2,815.00
FEB 11/19	1		TICKET AC0860	G	2,815.00	2,815.00
FEB 12/19	1		TICKET AC0861	G	2,815 00	2,815 00
FEB 13/19	1		TICKET AC0862	G	2,815.00	2,815.00
FEB 14/19	1		TICKET AC0863	G	1,000 00	1,000 00
FEB 14/19	1		BOL 1676	G	1,395.00	1,395 00

Comments

Continued...

Al's Contracting (2005)

Box 247
Lac La Biche, Alberta T0A 2C0
Canada

QUOTE

Quote No. Work Trade
Date: 02/12/2019
Page: 3
Ship Date:

Sold To:

JMB CRUSHING SYSTEMS ULC
BOX 6977
BONNYVILLE, ALBERTA T9N 2H4

Ship To:

JMB CRUSHING SYSTEMS ULC
BOX 6977
BONNYVILLE, ALBERTA T9N 2H4

Business No.: 866930340RT0001

Item No.	Quantity	Unit	Description	Tax	Unit Price	Amount
			G - GST 5% GST			11,627 89

Al's Contracting (2005) GST: #86693 0340

Shipped by

Comments

Sold By:

Total Amount 244,185.39

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 13 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE JMB GRAVEL PIT

WORK DESCRIPTION: -WENT OUT & WALKED 290 HOE INTO GRAVEL PIT FROM NORTH STAR ROAD, FUEL PROBLEM'S WITH 290 SO SWITCHED OUT WITH 210 HOE AT 11:00 AM -LOADED TRUCKS WITH PIT RUN WITH 210 HOE & THEN AFTER PREPARED CUT FOR NIGHT SHIFT TILL 6:30

OPERATOR:

Description	Units	Rate	Amount
290 HOE	4	165.00	660.00
210 HOE	7	145.00	1,015.00
SERVICE TRUCK #52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00

Load Material Day

Subtotal	1,975.00
GST	98.75
TOTAL	2,073.75

APPROVED BY

TICKET AC 1039

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 13 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE JMB'S GRAVEL PIT

WORK DESCRIPTION: OPERATOR WENT OUT & LOADED TRUCKS WITH PIT RUN WITH 210 HOE, 290 HOE GOT FIXED SO RAN THAT ONE.

OPERATOR:

Description	Units	Rate	Amount
210 HOE	3	145.00	435.00
290	7	165.00	1155.00
SERVICE TRUCK #54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00

Subtotal	1,890.00
GST	94.50
TOTAL	1984.5

Pit Load NISH

APPROVED BY

TICKET AC 1040

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 14 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING TRUCKS FOR PITRUN HAUL

OPERATOR:

Description	Units	Rate	Amount
290 HOE	10	165.00	1650.00
SERVICE TRUCK #52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"DAY SHIFT"			
		Subtotal	1950.00
		GST	97.50
		TOTAL	2,047.50

APPROVED BY

TICKET AC 1041

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 14 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL P.T

WORK DESCRIPTION: 290 HOE LOADING TRUCK FOR PITRUN HAUL
- STAYED AFTER TRUCK HAUL TO FIX CUT

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1,815.00
SERVICE TRUCK #54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2,115.00
GST	105.75
TOTAL	2,220.75

APPROVED BY

TICKET AC 1042

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 15 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING TRUCKS WITH PIT RUN
- BROUGHT IN DOZER OPERATOR FOR JMB'S DOZER, PADING HAUL ROAD & STRIPING AHEAD. IN PIT

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1815.00
SERVICE TRUCK #52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
OPERATOR HOURS - DORIAN	9	50.00	450.00
SUBSISTANCE	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2,665.00
GST	133.
TOTAL	2,798.

APPROVED BY

TICKET AC 1043

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC 15 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING TRUCKS WITH PIT RUN FOR TRUCK HAUL.

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1815.00
SERVICE TRUCK #54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2115.00
GST	105.75
TOTAL	2220.75

APPROVED BY

TICKET AC 1044

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 16 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING TRUCKS WITH PIT RUN FOR TRUCK HAUL.

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1,815.00
SERVICE TRUCK #52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
OPERATOR HOURS - DORIAN	12	50.00	600.00
SUBSISTANCE	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2,815.00
GST	140.7
TOTAL	2,955.7

APPROVED BY

TICKET AC 1045

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 16 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING TRUCKS FOR TRUCK HAUL WITH PIT RUN

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1815.00
SERVICE TRUCK #54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2115.00
GST	105.75
TOTAL	2220.75

APPROVED BY

TICKET AC 1046

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 17 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: -290 HOE LOADING TRUCKS FOR TRUCK HAUL WITH PIT RUN

OPERATOR:

Description	Units	Rate	Amount
- 290 HOE	11	165.00	1,815.00
- SERVICE TRUCK #52	1 DAY	150.00	150.00
- OPERATOR HOURS - DAVE	1	50	50.00
- OPERATOR HOURS - DORIAN	12	50.00	600.00
- SUBSISTANCE	2 MEN	100.00	200.00
DAY SHIFT			
		Subtotal	2,815.00
		GST	140.75
		TOTAL	2,955.75

Dwayne Kaiza
APPROVED BY

TICKET AC 1047

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. **R86693 0340 RT001**

DATE Dec 17 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: HOE LOADING TRUCKS WITH PIT RUN FOR HAUL TO CRUSHER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1,815.00
SERVICE TRUCK #54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE -	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2,115.00
GST	105.75
TOTAL	2,220.75

APPROVED BY

TICKET AC 1048

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 18 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1815.00
SERVICE TRUCK #52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
OPERATOR HOURS - DORIAN	12	50.00	600.00
SUBSISTANCE	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2815.00
GST	140.75
TOTAL	2,955.75

APPROVED BY

TICKET AC 1049

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 18 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1815.00
SERVICE TRUCK #54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2,115.00
GST	105.75
TOTAL	2,220.75

APPROVED BY Duane Kingy

TICKET AC 1050

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 19 2018

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING TRUCKS WITH PIT RUN FOR TRUCK HAUL TO CRUSHER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1,815.00
SERVICE TRUCK # 52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
OPERATOR HOURS - DORIAN	12	50.00	600.00
SUBSISTANCE	2 MEN	100.00	200.00
DAY SHIFT			

Subtotal	2,815.00
GST	140.75
TOTAL	2,955.7

APPROVED BY

TICKET AC 0328

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 19 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1815.00
SERVICE TRUCK # 54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2115.00
GST	105.75
TOTAL	2220.75

APPROVED BY

TICKET AC 0329

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 20 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1,815.00
SERVICE TRUCK	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
OPERATOR HOURS - DORIAN	12	50.00	600.00
SUBSISTANCE	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2,815.00
GST	140.75
TOTAL	2,955.75

Dwayne Kay

APPROVED BY

TICKET AC 0330

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC 20 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER
- DAYS OFF FOR HOLIDAYS TRAVEL TIM INCLUDED.

OPERATOR:

Description	Units	Rate	Amount
290 HOE	4	165.00	660.00
SERVICE TRUCK	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"TRAVEL TIME HOME"			
OPERATOR HOURS - DAVE	3	50.00	150.00
OPERATOR HOURS - DORIAN	3	50.00	150.00
OPERATOR HOURS - CLAUD	3	50.00	150.00
"NIGHT SHIFT"			

Subtotal	1,410.00
GST	70.50
TOTAL	1480.50

Dwayne Kay
APPROVED BY

TICKET AC 0331

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE Dec. 28 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - TRAVELED BACK TO WORK SITE FROM HOME
- 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER & SUPPLIED OPERATOR FOR JMB'S DOZE

OPERATOR:

Description	Units	Rate	Amount
290 HOE	7 hrs.	165.00	1,155.00
SERVICE TRK #52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
OPERATOR HOURS - DORIAN	8	50.00	400.00
SUBSISTANCE	2 MEN	100.00	200.00
TRAVEL TIME BACK TO JOB FOR TO OPERATOR'S —	6 hrs.	50.00	300.00
"DAY SHIFT"			

Subtotal	2253.00
GST	112.75
TOTAL	2,367.75

Duane Kapp
APPROVED BY

TICKET AC 0332

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. **R86693 0340 RT001**

DATE DEC. 28 20 18

CUSTOMER JMR CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: 290 HOE LOADING PIT RUN FOR ~~GRAVEL~~ TRUCK HAUL TO CRUSHER.

OPERATOR:

Description	Units	Rate	Amount
290 HOE	12 hrs	165.00	1,980.00
SERVICE TRK #53	1 DAY	150.00	150.00
OPERATOR HOURS - LOANE	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2,280.00
GST	114.00
TOTAL	2,394.00

APPROVED BY

TICKET AC 0333

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 29 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER.
- SUPPLIED OPERATOR FOR JMB'S DOZER

OPERATOR:

Description	Units	Rate	Amount
290 HOE -	11 hrs.	165.00	1,815.00
SERVICE TRUCK # 52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1	50.00	50.00
OPERATOR HOURS - DORIAN	12	50.00	600.00
SUBSISTANCE -	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2,815.00
GST	140.75
TOTAL	2,955.75

APPROVED BY

TICKET AC 0334

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 29 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - HOE OPERATOR TRAVELED BACK TO WORK SITE FROM HOME
- 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11	165.00	1815.00
SERVICE TRK # 54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
- HOE OPERATOR			
TRAVEL TIME BACK TO			
JOB SITE 1 MAN -	3 hrs.	50.00	150.00
"NIGHT SHIFT"			

Subtotal	2265.00
GST	113.25
TOTAL	2,378.25

APPROVED BY

TICKET AC 0335

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 30 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: HOE OPERATOR LOADED TRUCKS WITH PIT RUN FOR TRUCK HAUL TO CRUSHER.

OPERATOR:

Description	Units	Rate	Amount
290 HOE	12 hrs	165.00	1980.00
SERVICE TRUCK #54	1 DAY	150.00	150.00
OPERATOR HOURS	1	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
NIGHT SHIFT			

Subtotal	2,280.00
GST	114.00
TOTAL	2,394.00

APPROVED BY

TICKET AC 0336

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 30 20 18

CUSTOMER SMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING PIT RUN FOR TRUCK HAUL TO CRUSHER
- SUPPLIED OPERATOR FOR SMB'S DOZER

OPERATOR:

Description	Units	Rate	Amount
290 HOE -	11 hrs	165.00	1815.00
SERVICE TRK # 52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1 hr.	50.00	50.00
OPERATOR HOURS - DORIAN	12 hrs.	50.00	600.00
SUBSISTANCE -	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2,815.00
GST	140.75
TOTAL	2955.75

APPROVED BY

TICKET AC 0337

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC 31 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING TRUCKS WITH PIT RUN FOR TRUCK HAUL TO CRUSHER.
- SUPPLIED OPERATOR FOR JMB'S DOZER.

OPERATOR:

Description	Units	Rate	Amount
290 HOE -	11 hrs.	165.00	1,815.00
SERVICE TRK # 52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1 hr.	50.00	50.00
OPERATOR HOURS - DORIAN	12 hrs	50.00	600.00
SUBSISTANCE -	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2815.00
GST	140.75
TOTAL	2955.75

APPROVED BY

TICKET AC 0338

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE DEC. 31 20 18

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADED TRUCKS WITH PIT RUN FOR TRUCK HAUL TO CRUSHER.

OPERATOR:

Description	Units	Rate	Amount
290 HOE	12 hrs	165.00	1980.00
SERVICE TRK. # 54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1 hr.	50.00	50.00
SUBSISTANCE -	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2280.00
GST	114.00
TOTAL	2,394.00

APPROVED BY

TICKET AC 0339

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE JAN. 1 20 19

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING TRUCKS WITH PIT RUN FOR TRUCK HAUL TO CRUSHER
- SUPPLIED OPERATOR FOR JMB'S DOZER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11 hrs.	165.00	1,815.00
SERVICE TRK # 52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVE	1 hr.	50.00	50.00
OPERATOR HOURS - DORIAN	12 hrs.	50.00	600.00
SUBSISTANCE -	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2,815.00
GST	140.75
TOTAL	2,955.7

APPROVED BY

TICKET AC 0340

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE JAN. 1 20 19

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE

WORK DESCRIPTION: - 290 HOE LOADING TRUCKS WITH PIT RUN FOR TRUCK HAUL TO CRUSHER.

OPERATOR:

Description	Units	Rate	Amount
290 HOE	12 hrs	165.00	1980
SERVICE TRK #54	1 DAY	150.00	150.00
OPERATOR HOURS - CLAUD	1 hr.	50.00	50.00
SUBSISTANCE	1 MAN	100.00	100.00
"NIGHT SHIFT"			

Subtotal	2280.00
GST	114.00
TOTAL	2394.00

APPROVED BY

TICKET AC 0341

AL'S CONTRACTING

A Division of 848875 Alberta Ltd.

Lac La Biche Office
Box 247, Lac La Biche, AB
T0A 2C0
Phone: (780) 623-2242
Fax: (780) 623-2252

Fort McMurray Office:
#103-425 Gregoire Drive
Fort McMurray, AB
T9H 4K7
Phone: (780) 743-1188

Ph: (780) 623-2242
Cell: (780) 623-0340
G.S.T. R86693 0340 RT001

DATE JAN 2 20 19

CUSTOMER JMB CRUSHING

ADDRESS

LOCATION NORTH STAR ROAD AFE GRAVEL PIT

WORK DESCRIPTION: - 290 HOE LOADING TRUCKS WITH PIT RUN FOR TRUCK HAUL TO CRUSHER
- SUPPLIED OPERATOR FOR JMB'S DOZER

OPERATOR:

Description	Units	Rate	Amount
290 HOE	11 hrs.	165.00	1,815.00
SERVICE TRUCK #52	1 DAY	150.00	150.00
OPERATOR HOURS - DAVIE	1 hr.	50.00	50.00
OPERATOR HOURS - DORIAN	12 hrs.	50.00	600.00
SUBSISTANCE	2 MEN	100.00	200.00
"DAY SHIFT"			

Subtotal	2,815.00
GST	140.75
TOTAL	2,955.75

APPROVED BY

TICKET AC 0342

Peskett, Dan

From: Jeremy H. Hockin <jhockin@parlee.com>
Sent: Friday, June 19, 2020 6:43 PM
To: 'Hanert, Caireen'; 'Scott Matheson'; Peskett, Dan
Cc: Kyriakakis, Pantelis
Subject: RE: NPA/JMB/ Al's/Kalinko

Good afternoon colleagues.

This is Exhibit "DD" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

The Kalinko Pit is in an area of muskeg and is inaccessible when the ground is not frozen. Based on the daily work tickets provided to us for review by our client, the first services performed by Al's Contracting involved the construction of a "winter road" to allow access into the Kalinko Pit. That phase took from October 24 – 31, 2018. Once completed, the next phase of the work was to prepare the site for extraction of the gravel, or "pit run" as it seems to be known in the trade. Site preparation included clearing brush and stripping overburden, and apparently took from November 5 to approximately December 9, 2018. Extraction of the pit run and loading onto trucks appears to have commenced on December 10, 2018 and continued until January 20, 2019. Contrary to my earlier assumption, I am now advised that Al's Contracting did not provide any of the trucking services required to transport the pit run from the Kalinko Pit to the Precambrian Pit. When extraction was finished, Al's Contracting reclaimed the Kalinko Pit and the winter road from approximately January 21 to February 14, 2019.

PARLEE McLAWS LLP
BARRISTERS & SOLICITORS | PATENT & TRADEMARK AGENTS

This is Exhibit "EE" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

JEREMY H. HOCKIN, Q.C.
DIRECT DIAL: 780.423.8532
DIRECT FAX: 780.423.2870
EMAIL: jhockin@parlee.com
OUR FILE #: 74506-13

February 14, 2020

Via email

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

Attention: Chad Miller

E Construction
[address?]

Attention: Dean Morrow

Kalinko Enterprises Ltd.
606 Beach Avenue
Cold Lake, AB T9M 1G5

Attention: Zach Kalinski

Precambrian Sand & Gravel Ltd.
124 Circle Drive North
Box 93
Chard, AB TOP 1G0

Attention: Randy Lacombe

Dear Sirs:

Re: Gravel Storage Agreements

Please be advised that we are solicitors for 848875 Alberta Ltd., carrying on business under the firm name and style of "Al's Contracting". Our client is a party to certain gravel storage agreements in which each of you is involved.

My client agreed to purchase certain gravel from Precambrian Sand & Gravel Ltd. ("Precambrian") on terms and conditions as set out in an agreement between my client and Precambrian dated May 7, 2018. One of the terms of that agreement gave my client the exclusive right to the remaining gravel in the pit known as SML 020038. The same agreement gave my client the exclusive right to access at that pit.

My client had an arrangement with JMB Crushing Systems Inc. ("JMB Crushing") whereby JMB Crushing did crush 17,650 tonnes of gravel at a rate of $6.00/tonne totalling $105,950.00. In exchange, Al's Contracting completed a total of $244,185.39 in work with Al's Contracting equipment and personnel on SML 120004. Al's Contracting also did an additional $25,018.88 worth of work at the Athabasca Oilsands gravel pit, which means that JMB Crushing owes Al's Contracting:

$244,185.39
$ 25,018.88
$269,204.27

From that total must be deducted the amount of $105,950.00 for gravel crushed by JMB Crushing leaving a balance of $163,304.27 owed to Al's Contracting from JMB Crushing.

In addition to the $163,304.27, invoice 7403ADJ in the amount of $40,485.64 is outstanding from JMB Crushing leaving a balance owing of $203,789.91.

Also, there is a remaining 1,000 tonnes of gravel not taken and still owed to Al's Contracting out of the 17,650 tonnes that was crushed.

My client is now concerned that due to certain other arrangements made between Precambrian, JMB Crushing and E Construction they will not receive payment or gravel crushing services once the stockpiled gravel from the Precambrian Pit is hauled out as Al's Contracting has an exclusive agreement stating no other operators are permitted until full completion of all reclamation is completed. Accordingly, until such time as this situation clarifies, my client has exercised its right of exclusivity to the gravel pit in question and has changed the locks on the gate across the only road access to the gravel pit. Absolutely no entry will be allowed until the funds are received in full.

Would all parties kindly provide me with their written positions regarding this matter at their earliest convenience.

Yours truly,

PARLEE McLAWS LLP

JEREMY H. HOCKIN, Q.C.

JHH/lkd
cc: Client (via email)

This is Exhibit "FF" referred to in the Affidavit of Bill Turner

Sworn before me this 30th day of July A.D., 2020

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

From: TURNER, Bill (GPWGS) [mailto:bill.turner@npaltd.ca]
Sent: Tuesday, June 9, 2020 7:57 PM
To: Peskett, Dan
Subject: FW: SML 020038 gravel pit access

From: Jeff Buck <jeffb@jmbcrush.com>
Sent: February 14, 2020 10:56 PM
To: TURNER, Bill (GPWGS) <bill.turner@wapitigravel.ca>
Cc: MORROW, Dean (FMECL) <dean.morrow@ecltd.ca>
Subject: Re: SML 020038 gravel pit access

Message sent from Internet with jeffb@jmbcrush.com email address
Security warning : Do not click on the links or attachments contained in this message unless you are sure of the sender's address.

Something frivolous that I received today and am already dealing with

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

On Feb 14, 2020, at 5:29 PM, TURNER, Bill (GPWGS) <bill.turner@wapitigravel.ca> wrote:

Jeff do you know what this is about?

GOWLING WLG

May 4, 2020

VIA EMAIL

Caireen E. Hanert
Direct +1 403 298 1992
Direct Fax +1 403 695 3490
caireen.hanert@gowlingwlg.com
File no. A163514

N.P.A. Ltd., doing business as E Construction and Wapiti Gravel Suppliers

Attention: Dave Manchakowski (dave.manchakowski@ecltd.ca)
Bill Turner (bill.turner@wapitigravel.ca)

Dear Messrs. Manchakowski and Turner:

Re: JMB Crushing Systems Inc. ("JMB") – Access to gravel at SML 020038

We are counsel to JMB Crushing Systems Inc. ("**JMB**").

We understand that E Construction has purchased gravel from JMB (the "**Gravel**"), which is being stored at SML 020038 (the "**Site**"). We further understand that 848875 Alberta Ltd., carrying on business as "Al's Contracting", has installed a locked gate at the only entry point to the Site, and that Al's Contracting is refusing to permit JMB or E Construction access to the Site to retrieve the Gravel. JMB has also advised the SML holder, Precambrian Sand & Gravel Ltd., of the issue.

We are discussing this matter with counsel for Al's Contracting in an effort to secure access to the Site to remove the Gravel and will keep you posted as to our progress in that regard.

We also wish to advise that on May 1, 2020, JMB, along with its wholly owned subsidiary 2161889 Alberta Ltd., was granted an Initial Order pursuant to the *Companies Creditors Arrangement Act*. A copy is enclosed for your information.

Should you wish to discuss this matter, please contact me.

Very truly yours,

Gowling WLG (Canada) LLP

Caireen E. Hanert
CEH:am
Enclosure

Harding, Elizabeth

To: Peskett, Dan
Subject: RE: JMB

From: Hanert, Caireen [mailto:Caireen.Hanert@gowlingwlg.com]
Sent: June-17-20 8:04 PM
To: Peskett, Dan
Subject: RE: JMB

Hi Dan:

Apologies – I thought I had answered this question previously. JMB did have a key previously, but was locked out when Al's Contracting changed the lock.

You may also be interested to learn that there are now apparently concrete barriers in place. Not sure how long they have been there.

Kind regards,
Caireen

Caireen E. Hanert
Partner
T +1 403 298 1992
caireen.hanert@gowlingwlg.com

This is Exhibit "GG" referred to in the Affidavit of
Bill Turner
Sworn before me this 30th day
of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

From: Peskett, Dan <DPESKETT@brownleelaw.com>
Sent: June 17, 2020 6:12 PM
To: Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>
Subject: JMB

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

Hi Caireen. At one time I think JMB had a key to the subject gate for the aggregate at the Precambrian lands. A reminder to please check on this issue.

Thanks.

Dan

DAN R. PESKETT | PARTNER | BROWNLEE LLP
LITIGATION
m. 780-497-4800 | d. 780-497-4875 | f. 780-424-3254 | dpeskett@brownleelaw.com
2200 COMMERCE PLACE | 10155 - 102 STREET | EDMONTON, AB T5J 4G8
Toll-Free. 800-661-9069 | www.brownleelaw.com

ATB Online Business

Help | Print Preview

History

View up to 6 months (180 days) of activity by changing the dates and clicking Search. Transactions are available for 12 months.

Transaction Type: Funds Sent

From Date: 30/01/2020

To Date: 06/02/2020

Search

2 results found.

Filter by Keyword: --- Filter by Recipient Name or Contact Info ---

Status: All

Filter Results Download

Date	Recipient	Amount	Status	Actions
06/02/2020	Cardinal - Precambrian Sand Gravel (dancard@telus.net)	5,000.00 CAD	Pending	View | Cancel | Resend Notification
06/02/2020	Hall Lacombe - Precambrian Sand Gravel	5,000.00 CAD	Pending	View | Cancel | Resend Notification

Search refreshed at: Thu Feb 06 2020 14:23:28 GMT-0700 (Mexican Pacific Standard Time)

Items per page: 10

Previous 1 Next

This is Exhibit "HH" referred to in the Affidavit of Bill Turner

Sworn before me this 30th day of July A.D., 20 20

A Notary Public, A Commissioner for Oaths in and for Alberta

DANIEL R. PESKETT
Barrister & Solicitor

This is Exhibit " 11 " referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Harding, Elizabeth

To: Peskett, Dan
Subject: RE: Access to Aggregate

From: Peskett, Dan
Sent: May-28-20 11:18 PM
To: randalllacombe@me.com
Subject: FW: Access to Aggregate

Hi Randall.

We are legal counsel for NPA Ltd. ("NPA") which is the amalgamation successor to E Construction Ltd. NPA operates using the business name E Construction. Aggregate that NPA purchased in January of 2020 from JMB is located on expired SML 020038.

NPA paid over 1 million dollars for the subject aggregate and in doing so relied on the fact that you and your company, Precambrian Sand and Gravel Ltd. ("Precambrian") represented that NPA would have access to the subject aggregate.

Al's Contracting is now attempting to prevent access to the subject aggregate which we believe is improper and unlawful. Al's Contracting is purporting to do so based upon alleged rights Precambrian and you granted to Al's Contracting. We have learned, after NPA purchased the subject aggregate from JMB, that you have informed JMB that you "screwed up" in granting rights to Al's contracting. As such, efforts by Al's Contracting to deny NPA access to the subject aggregate it purchased is essentially you and Precambrian attempting to prevent NPA from having access.

We understand you informed our client that the access issue is not the responsibility of you or Precambrian. We disagree. We consider the actions of you and Precambrian to be, among other causes of action, fraudulent if our client is prevented from obtaining access to the subject aggregate. And perhaps part of a unlawful conspiracy with Al's Trucking.

If our client is prevented from accessing and removing the subject aggregate this week and thereafter, then our client will issue legal proceedings against those involved in interfering with our client's access to, and use of, the subject aggregate which will include legal action against you personally. Our client is committed to supply and sell the subject aggregate to the M.D. of Wood Buffalo ("Wood Buffalo"). This Wood Buffalo project is a large project, and the aggregate involved is sizeable, and we further understand all of the subject aggregate, purchased by NPA from JMB, is needed for this Wood Buffalo project starting this week. As such any losses or damages suffered or incurred by our client, if it cannot access and supply the subject aggregate immediately, will be substantial given the volumes and value of the subject aggregate involved.

We trust you and Precambrian will appreciate the importance of access to the subject aggregate for NPA and Wood Buffalo and the seriousness of the situation. We expect you will address NPA's ability to obtain access to the subject aggregate immediately.

Regards, Dan.

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

"THE GRAVEL EXPERTS"

This is Exhibit "JJ" referred to in the Affidavit of Bill Turner
Sworn before me this 30th day of July A.D., 2020
A Notary Public, A Commissioner for Oaths in and for Alberta
DANIEL R. PESKETT
Barrister & Solicitor

Kalinko Enterprises Ltd
606 Beach Ave
Cold Lake AB
T9M 1G5

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, 2019

SML 100057

Material:	Quantity:	Rate:	Value:
MF	1,017.24	$ 8.10	$ 8,239.64
Screenings	407.26	$ 2.00	$ 814.52
20mm Rock	1,358.52	$ 8.10	$ 11,004.01
Sub-total:	*2,783.02*		$ 20,058.18

SML 140046

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	2,798.09	$ 11.48	$ 32,122.07
Sub-total:	*2,798.09*		$ 32,122.07

SUB TOTAL DUE:	$	52,180.25
5% GST	$	2,609.01
Payable to Kalinko Enterprises Ltd	**$**	**54,789.26**

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/04/27	143306	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	231.01
2019/04/27	165244	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	199.39
2019/04/27	166225	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	57.38
2019/04/27	168344	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	170.90
2019/04/27	168360	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	171.24
2019/04/27	173266	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	235.30
2019/04/27	173886	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	276.43
2019/04/27	174860	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	232.73
2019/04/27	174925	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	159.30
2019/04/27	175553	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	200.65
2019/04/27	175977	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	232.10
2019/04/28	168343	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	114.51
2019/04/28	168361	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	86.31
2019/04/28	173916	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	29.71
2019/04/28	174858	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	38.68
2019/04/28	174926	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	119.53
2019/04/28	175556	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	117.81
2019/04/28	175845	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	86.60

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/04/28	175978	JMB Pit Transfers	SML 140046 Kalinko Hwy 41	Des 2 Class 20	38.51
					2,798.09
					2,798.09
					2,798.09

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: 20mm Rock					
2019/04/13	163680	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	172.08
2019/04/13	164101	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	139.56
2019/04/13	164658	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	170.66
2019/04/13	172106	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	112.32
2019/04/13	173453	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	93.30
2019/04/13	174815	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	96.14
2019/04/13	174878	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	139.30
2019/04/13	175387	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	139.10
2019/04/13	175857	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	96.20
2019/04/13	175877	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	96.26
2019/04/13	175960	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	23.18
2019/04/13	176863	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	20mm Rock	80.42
					1,358.52
					1,358.52
Aggregate Size: Manufactured Fines					
2019/04/10	174770	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	148.74
2019/04/10	174822	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	110.84
2019/04/10	174895	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	155.92

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/04/10	174910	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	148.38
2019/04/10	175733	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	102.26
2019/04/11	172105	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	64.34
2019/04/11	174771	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	69.62
2019/04/11	174824	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	75.60
2019/04/11	174893	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	93.92
2019/04/11	174912	Rockslide Gravel Ltd.	Kalinko-Truman Pit SML 100057	Manufactured Fines	47.62
					1,017.24
					1,017.24
Aggregate Size: Screenings					
2019/04/11	174769	Devon Canada Corporation	Kalinko-Truman Pit SML 100057	Screenings	95.00
2019/04/11	174823	Devon Canada Corporation	Kalinko-Truman Pit SML 100057	Screenings	57.62
2019/04/11	174894	Devon Canada Corporation	Kalinko-Truman Pit SML 100057	Screenings	94.10
2019/04/11	174911	Devon Canada Corporation	Kalinko-Truman Pit SML 100057	Screenings	93.70
2019/04/11	175734	Devon Canada Corporation	Kalinko-Truman Pit SML 100057	Screenings	66.84
					407.26
					407.26
					2,783.02

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

"THE GRAVEL EXPERTS"

Kalinko Enterprises Ltd
606 Beach Ave
Cold Lake AB
T9M 1G5

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:
May 1-31, 2019

SML 110037

Material:	Quantity:	Rate:	Value:
MF	55.18	$ 10.82	$ 597.05
40mm Rock	172.66	$ 10.82	$ 1,868.18
Sub-total:	*227.84*		$ 2,465.23

SML 140046

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	56.50	$ 11.48	$ 648.62
Sub-total:	*56.50*		$ 648.62

SML 10005

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	245.20	$ 6.48	$ 1,588.90
Des 2 Class 40	610.04	$ 6.48	$ 3,953.06
Des 4 Class 20	2,642.65	$ 6.48	$ 17,124.37
Sub-total:	*3,497.89*		$ 22,666.33

SUB TOTAL DUE:	$ 25,780.18
5% GST	$ 1,289.01
Payable to Kalinko Enterprises Ltd	**$ 27,069.18**

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: 40mm Rock					
2019/05/14	173277	JMB Pit Transfers	19-Kalinko- SML 110037	40mm Rock	117.32
2019/05/15	164833	Rob Senecal	19-Kalinko- SML 110037	40mm Rock	27.58
2019/05/15	173330	Rob Senecal	19-Kalinko- SML 110037	40mm Rock	27.76
					172.66
					172.66
Aggregate Size: Manufactured Fines					
2019/05/14	173329	JMB Pit Transfers	19-Kalinko- SML 110037	Manufactured Fines	55.18
					55.18
					55.18
					227.84

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/05/03	168288	Canadian Natural Resources Ltd-...	SML 140046 Kalinko Hwy 41	Des 2 Class 20	28.58
2019/05/03	175893	Canadian Natural Resources Ltd-...	SML 140046 Kalinko Hwy 41	Des 2 Class 20	28.02
					56.60
					56.60
					56.60

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/05/25	162106	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	28.80
2019/05/25	167814	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	27.90
2019/05/25	168407	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	39.32
2019/05/25	168825	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	28.30
2019/05/25	168994	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	35.66
2019/05/25	175335	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	28.28
2019/05/25	175900	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	28.42
2019/05/25	176144	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 20	28.52
					245.20
					245.20
Aggregate Size: Des 2 Class 40					
2019/05/25	162105	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	55.50
2019/05/25	167815	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	55.78
2019/05/25	168324	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	71.48
2019/05/25	168473	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	116.98
2019/05/25	168938	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	113.86
2019/05/25	175739	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	56.40
2019/05/25	175899	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	56.40
2019/05/25	176150	JMB Pit Transfers	19-Kalinko- SML 10005	Des 2 Class 40	83.64
					610.04
					610.04
Aggregate Size: Des 4 Class 20					
2019/05/25	153191	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	37.24
2019/05/25	162100	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	27.48
2019/05/25	165292	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	28.32
2019/05/25	168273	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	56.32
2019/05/25	168823	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	27.86
2019/05/25	168995	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	35.54

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/05/25	175736	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	27.94
2019/05/25	175901	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	28.26
2019/05/25	176138	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	28.34
2019/05/26	153202	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	34.30
2019/05/26	162101	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	27.48
2019/05/26	162102	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	28.60
2019/05/26	168474	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	78.62
2019/05/26	168831	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	76.04
2019/05/26	168934	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	78.42
2019/05/26	168996	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	70.74
2019/05/26	169007	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	55.94
2019/05/26	175902	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	55.76
2019/05/26	176177	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	55.60
2019/05/27	153193	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	34.12
2019/05/27	168475	Canadian Natural Resources Ltd-...	19-Kalinko- SML 10005	Des 4 Class 20	39.32
2019/05/29	162092	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	28.59
2019/05/29	165231	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	28.19
2019/05/29	168307	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	109.33
2019/05/29	168369	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	38.96
2019/05/29	168459	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	28.36
2019/05/29	168477	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	236.19
2019/05/29	168822	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	28.41
2019/05/29	168885	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	16.57
2019/05/29	168896	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	352.63
2019/05/29	168946	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	76.89
2019/05/29	169001	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	109.99
2019/05/29	171453	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	346.20
2019/05/29	173902	JMB Pit Transfers	19-Kalinko- SML 10005	Des 4 Class 20	310.10
					2,642.65
					2,642.65
					3,497.89

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

"THE GRAVEL EXPERTS"

Kalinko Enterprises Ltd
606 Beach Ave
Cold Lake AB
T9M 1G5

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:
June 1-30, 2019

SML 110037

Material:	Quantity:	Rate:	Value:
Des 2 Class 40	722.39	$ 6.48	$ 4,681.09
Des 4 Class 20	122.51	$ 6.48	$ 793.86
Sub-total:	*844.90*		$ 5,474.95

SML 120004

Material:	Quantity:	Rate:	Value:
Des 2 Class 40	2,158.49	$ 8.48	$ 18,304.00
Des 4 Class 20	161.62	$ 8.48	$ 1,370.54
Des 6 Class 80	1,888.33	$ 8.48	$ 16,013.04
Sub-total:	*4,208.44*		$ 35,687.57

SUB TOTAL DUE:	$	41,162.52
5% GST	$	2,058.13
Payable to Kalinko Enterprises Ltd	**$**	**43,220.65**

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 40					
2019/06/15	157556	JMB Pit Transfers	19-Kalinko- SML 110037	Des 2 Class 40	115.37
2019/06/15	157557	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	28.60
2019/06/15	168252	JMB Pit Transfers	19-Kalinko- SML 110037	Des 2 Class 40	86.23
2019/06/15	168261	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	29.25
2019/06/15	168535	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	28.60
2019/06/15	168631	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	40.11
2019/06/15	169148	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	36.36
2019/06/15	169150	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	38.85
2019/06/15	169234	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	38.50
2019/06/15	169235	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	39.55
2019/06/15	176005	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	28.51
2019/06/15	176108	JMB Pit Transfers	19-Kalinko- SML 110037	Des 2 Class 40	114.56
2019/06/15	176152	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	28.92
2019/06/15	179264	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	39.68
2019/06/15	179286	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	29.30
					722.39
					722.39
Aggregate Size: Des 4 Class 20					
2019/06/15	168562	JMB Pit Transfers	19-Kalinko- SML 110037	Des 4 Class 20	122.51
					122.51
					122.51
					844.90

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 40					
2019/06/23	166811	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	40.88
2019/06/23	168546	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	29.58
2019/06/23	168984	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	39.82
2019/06/23	169018	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	29.82
2019/06/23	179301	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	30.26
2019/06/23	179355	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	38.94
2019/06/23	181753	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	28.52
					237.82
					237.82
					237.82

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 40					
2019/06/11	157560	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.02
2019/06/11	164647	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	116.31
2019/06/11	168327	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.87
2019/06/11	168377	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	78.32
2019/06/11	168378	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.70
2019/06/11	168483	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	84.83
2019/06/11	168486	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.19
2019/06/11	168573	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.83
2019/06/11	168574	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	78.58
2019/06/11	168795	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	77.45
2019/06/11	168796	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.67
2019/06/11	168913	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	77.87
2019/06/11	168914	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.58
2019/06/11	168975	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	77.94
2019/06/11	168976	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.69
2019/06/11	173320	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	77.47
2019/06/11	173321	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.21
2019/06/11	175560	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	56.86
2019/06/11	179266	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.60
2019/06/11	179269	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	78.06
2019/06/11	179757	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	77.80
2019/06/11	179808	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	115.76
2019/06/22	157201	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.94
2019/06/22	166063	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.92
2019/06/22	168544	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.96
2019/06/22	169022	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.92
2019/06/22	169049	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.92
2019/06/22	169056	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.78
2019/06/22	169225	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.66
2019/06/22	179299	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	29.90
2019/06/22	179300	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	30.06
2019/06/22	181751	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	26.82
2019/06/23	166062	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	60.46
2019/06/23	168545	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.60

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/06/23	169019	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	30.44
2019/06/23	169223	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.70
2019/06/23	179350	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	41.46
2019/06/23	181752	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	30.52
					1,920.67
					1,920.67
Aggregate Size: Des 4 Class 20					
2019/06/22	169175	Cenovus Energy Inc.	SML 120004 SV	Des 4 Class 20	40.88
2019/06/22	169221	Cenovus Energy Inc.	SML 120004 SV	Des 4 Class 20	40.84
2019/06/22	169222	Cenovus Energy Inc.	SML 120004 SV	Des 4 Class 20	40.10
2019/06/22	179354	Cenovus Energy Inc.	SML 120004 SV	Des 4 Class 20	39.80
					161.62
					161.62
Aggregate Size: Des 6 Class 80					
2019/06/10	163684	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	155.21
2019/06/10	166079	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	117.26
2019/06/10	168299	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	112.12
2019/06/10	168374	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	154.15
2019/06/10	168482	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	112.82
2019/06/10	168576	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	155.84
2019/06/10	168798	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	154.31
2019/06/10	168910	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	115.44
2019/06/10	168973	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	77.89
2019/06/10	168991	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	153.92
2019/06/10	173327	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	154.81
2019/06/10	179809	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	115.76
2019/06/11	166081	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.50
2019/06/11	168376	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.50
2019/06/11	168575	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.81
2019/06/11	168605	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.68

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/06/11	168797	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.10
2019/06/11	168912	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.72
2019/06/11	168974	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.87
2019/06/11	173319	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.62
					1,888.33
					1,888.33
					3,970.62

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

"THE GRAVEL EXPERTS"

Kalinko Enterprises Ltd
606 Beach Ave
Cold Lake AB
T9M 1G5

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:
July 1-31, 2019

SML 110037

Material:	Quantity:	Rate:	Value:
Des 2 Class 40	347.68	$ 6.48	$ 2,252.97
Leachate Rock	536.90	$ 10.82	$ 5,809.26
Sub-total:	*884.58*		$ 8,062.22

SML 120004

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	2,074.70	$ 8.48	$ 17,593.46
Des 2 Class 40	2,726.54	$ 8.48	$ 23,121.06
Sub-total:	*4,801.24*		$ 40,714.52

SUB TOTAL DUE:	$ 48,776.74
5% GST	$ 2,438.84
Payable to Kalinko Enterprises Ltd	**$ 51,215.58**

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 40					
2019/07/01	168489	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	28.51
2019/07/01	168536	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	28.48
2019/07/01	168563	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	39.85
2019/07/01	168632	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	39.51
2019/07/01	168917	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	39.68
2019/07/01	169149	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	38.43
2019/07/01	176107	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	28.43
2019/07/01	179262	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	39.49
2019/07/01	179287	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	29.38
2019/07/01	179787	Cenovus Energy Inc.	19-Kalinko- SML 110037	Des 2 Class 40	35.92
					347.68
					347.68
Aggregate Size: Leachate Trench					
2019/07/06	163448	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	28.98
2019/07/06	168434	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	55.26
2019/07/06	168607	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	39.82
2019/07/06	168642	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	78.41
2019/07/06	176869	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	55.90
2019/07/06	179383	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	56.39
2019/07/06	179724	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	54.18
2019/07/06	180151	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	72.10
2019/07/06	180189	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	56.17
2019/07/09	169036	BTO Contracting Ltd.	19-Kalinko- SML 110037	Leachate Trench	39.69
					536.90
					536.90
					884.58

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/07/14	138772	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	105.23
2019/07/14	138783	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	145.65
2019/07/14	168331	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	180.93
2019/07/14	168878	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	145.04
2019/07/14	169239	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	178.83
2019/07/14	169245	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	144.96
2019/07/14	179317	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	105.07
2019/07/14	179595	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	118.54
2019/07/14	181308	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	154.45
2019/07/14	181364	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	119.15
2019/07/14	181385	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	152.87
2019/07/15	156332	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	59.16
2019/07/15	168330	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	63.10
2019/07/15	168879	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	58.70
2019/07/15	169238	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	59.95
2019/07/15	169242	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	29.18
2019/07/15	174854	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	62.40
2019/07/15	179318	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	47.64
2019/07/15	179326	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	20.10
2019/07/15	179596	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	62.20
2019/07/15	181383	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	61.55
					2,074.70
					2,074.70
Aggregate Size: Des 2 Class 40					
2019/07/13	138788	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	56.92
2019/07/13	168328	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	156.70
2019/07/13	168876	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	56.72
2019/07/13	168924	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	156.84
2019/07/13	169241	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	85.32
2019/07/13	174782	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	153.30
2019/07/13	179316	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	156.44

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/07/13	179592	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	117.35
2019/07/13	181313	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	155.87
2019/07/13	181366	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	60.74
2019/07/13	181386	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	156.69
2019/07/13	181824	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	157.19
2019/07/13	181966	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	157.64
2019/07/13	181984	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	113.83
2019/07/14	138771	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	77.85
2019/07/14	138784	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	56.97
2019/07/14	168399	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	79.06
2019/07/14	168877	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	56.53
2019/07/14	169240	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	57.71
2019/07/14	174783	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	77.60
2019/07/14	179320	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	78.95
2019/07/14	179593	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	79.38
2019/07/14	181312	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	78.95
2019/07/14	181365	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	59.28
2019/07/14	181387	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	65.96
2019/07/14	181825	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	79.89
2019/07/14	181983	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	58.00
2019/07/14	182000	Cenovus Energy Inc.	SML 120004 Q	Des 2 Class 40	78.86
					2,726.54
					2,726.54
					4,801.24

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

"THE GRAVEL EXPERTS"

Kalinko Enterprises Ltd
606 Beach Ave
Cold Lake AB
T9M 1G5

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:
September 1-30, 2019

SML 120004 SV

Material:		Quantity:	Rate:		Value:
Des 4 Class 40		9,578.65	$ 8.48	$	81,226.95
Des 6 Class 80		3,141.12	$ 8.48	$	26,636.70
	Sub-total:	*12,719.77*		$	107,863.65

SML 010005

Material:		Quantity:	Rate:		Value:
Des 2 Class 20		283.82	$ 6.48	$	1,839.15
Sand		59.22	$ 2.00	$	118.44
	Sub-total:	*343.04*		$	1,957.59

SML 010032

Material:		Quantity:	Rate:		Value:
Des 2 Class 20		163.06	$ 11.48	$	1,871.93
	Sub-total:	*163.06*		$	1,871.93

SML 140046

Material:		Quantity:	Rate:		Value:
Des 2 Class 20		246.94	$ 11.48	$	2,834.87
	Sub-total:	*246.94*		$	2,834.87

SUB TOTAL DUE:	13,472.81	$	114,528.04
5% GST		$	5,726.40
Payable to Kalinko Enterprises Ltd		**$**	**120,254.45**

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 40					
2019/09/26	138781	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.60
2019/09/26	138809	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.40
2019/09/26	159319	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	116.03
2019/09/26	177559	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	85.14
2019/09/26	177986	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.69
2019/09/26	181327	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	112.63
2019/09/26	181607	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	114.71
2019/09/26	184824	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	116.08
2019/09/26	184832	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	117.06
2019/09/26	187278	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	116.62
2019/09/26	187339	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	125.56
2019/09/26	187345	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	119.03
2019/09/26	187353	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	121.67
2019/09/26	187366	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	99.93
2019/09/26	187367	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	61.10
2019/09/26	187377	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	126.96
2019/09/26	187384	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	120.32
2019/09/26	188090	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	77.39
2019/09/27	138780	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	56.93
2019/09/27	138810	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	156.27
2019/09/27	177987	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	57.19
2019/09/27	181330	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	114.29
2019/09/27	181606	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.44
2019/09/27	184823	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	154.42
2019/09/27	184833	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	154.93
2019/09/27	187254	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.63
2019/09/27	187279	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	117.24
2019/09/27	187287	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	111.34
2019/09/27	187289	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.02
2019/09/27	187346	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	156.13
2019/09/27	187354	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	160.47
2019/09/27	187358	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	64.16
2019/09/27	187361	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	115.91
2019/09/27	187368	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	79.93

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/09/27	187378	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	198.96
2019/09/27	187385	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	158.92
2019/09/27	187918	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	153.24
2019/09/27	188089	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	120.57
2019/09/28	138811	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	117.59
2019/09/28	159315	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	155.04
2019/09/28	177560	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	57.13
2019/09/28	177990	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	128.38
2019/09/28	179702	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	114.27
2019/09/28	181331	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.51
2019/09/28	181468	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	112.30
2019/09/28	181605	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	85.79
2019/09/28	184822	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	153.82
2019/09/28	184834	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	116.94
2019/09/28	187258	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.58
2019/09/28	187290	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	85.70
2019/09/28	187347	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	156.00
2019/09/28	187355	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	160.46
2019/09/28	187359	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	98.76
2019/09/28	187363	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	155.91
2019/09/28	187369	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	160.93
2019/09/28	188088	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	161.48
2019/09/29	138812	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	154.29
2019/09/29	159316	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	153.06
2019/09/29	169250	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.88
2019/09/29	181332	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.38
2019/09/29	184314	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	128.36
2019/09/29	184821	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	154.81
2019/09/29	184835	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	156.97
2019/09/29	187259	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	113.88
2019/09/29	187291	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	115.31
2019/09/29	187348	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	157.12
2019/09/29	187356	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	160.27
2019/09/29	187360	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	153.37
2019/09/29	187370	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	160.21

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/09/29	187379	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	160.81
2019/09/29	187382	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	128.44
2019/09/29	187383	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	199.92
2019/09/29	188087	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	121.10
2019/09/30	159318	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.73
2019/09/30	165711	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	32.53
2019/09/30	169192	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.66
2019/09/30	177991	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	32.43
2019/09/30	181333	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.40
2019/09/30	181476	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	33.26
2019/09/30	182129	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.78
2019/09/30	184266	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	29.25
2019/09/30	184818	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.61
2019/09/30	184820	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.67
2019/09/30	184836	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.64
2019/09/30	187255	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.77
2019/09/30	187293	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.25
2019/09/30	187371	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.37
2019/09/30	187380	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.42
2019/09/30	187381	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.19
2019/09/30	187386	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.01
					9,578.65
					9,578.65

Aggregate Size: Des 6 Class 80

2019/09/24	138779	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	56.11
2019/09/24	138806	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	77.61
2019/09/24	159323	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	39.17
2019/09/24	177557	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	28.07
2019/09/24	177984	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	84.00
2019/09/24	181609	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	84.04
2019/09/24	182134	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	39.13
2019/09/24	184318	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	77.52
2019/09/24	184830	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	117.00

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/09/24	187337	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	79.17
2019/09/24	187343	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.12
2019/09/24	187350	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	39.31
2019/09/25	138789	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	113.05
2019/09/25	138808	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	78.55
2019/09/25	159320	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	77.33
2019/09/25	177558	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	84.48
2019/09/25	177985	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	112.53
2019/09/25	179344	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	154.86
2019/09/25	181357	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	112.42
2019/09/25	181477	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	80.91
2019/09/25	181608	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	85.15
2019/09/25	182132	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	157.26
2019/09/25	184828	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	154.70
2019/09/25	184831	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	116.57
2019/09/25	187336	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	89.32
2019/09/25	187338	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	169.05
2019/09/25	187344	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	154.73
2019/09/25	187351	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	160.85
2019/09/25	187365	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	130.16
2019/09/25	187375	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	122.58
2019/09/26	181326	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	28.37
2019/09/26	184826	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.76
2019/09/26	187352	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	41.34
2019/09/26	187362	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.79
2019/09/26	187376	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	41.66
2019/09/26	187895	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.45
					3,141.12
					3,141.12
					12,719.77

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/09/15	182102	Cenovus Energy Inc.	SML 140046 Kalinko Hwy 41	Des 2 Class 20	123.46
2019/09/15	182103	Cenovus Energy Inc.	SML 140046 Kalinko Hwy 41	Des 2 Class 20	123.48
					246.94
					246.94
					246.94

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/09/16	182104	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	80.44
2019/09/16	182201	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	82.62
					163.06
					163.06
					163.06

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/09/29	138803	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	28.74
2019/09/29	181400	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	28.74
2019/09/29	182205	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	28.82
2019/09/29	182484	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	38.30
2019/09/29	187545	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	16.66
2019/09/30	138804	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	28.42
2019/09/30	182207	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	28.86
2019/09/30	182485	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	38.82
2019/09/30	184289	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	29.60
2019/09/30	187546	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 20	16.86
					283.82
					283.82
Aggregate Size: Drainage Rock					
2019/09/30	182209	BTO Contracting Ltd.	19-Kalinko- SML 010005	Drainage Rock	113.96
2019/09/30	182486	BTO Contracting Ltd.	19-Kalinko- SML 010005	Drainage Rock	117.32
2019/09/30	184271	BTO Contracting Ltd.	19-Kalinko- SML 010005	Drainage Rock	113.40
2019/09/30	187548	BTO Contracting Ltd.	19-Kalinko- SML 010005	Drainage Rock	16.20
					360.88
					360.88
Aggregate Size: Sand					
2019/09/30	187547	Cenovus Energy Inc.	19-Kalinko- SML 010005	Sand	59.22
					59.22
					59.22
					703.92

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

"THE GRAVEL EXPERTS"

Kalinko Enterprises Ltd
606 Beach Ave
Cold Lake AB
T9M 1G5

RE: Statement of Account

Please find attached your statement of materials removed from your pit and payable to you for the period ending:
October 1-31, 2019

SML 010005

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	3,355.36	$ 6.48	$ 21,742.73
Des 2 Class 40	6,681.93	$ 6.48	$ 43,298.91
Des 4 Class 20	518.18	$ 6.48	$ 3,357.81
Des 6 Class 80	1,692.70	$ 6.48	$ 10,968.70
Screenings	39.86	$ 2.00	$ 79.72
Sub-total:	*12,288.03*		$ 79,447.86

SML 120004 SV

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	955.85	$ 8.48	$ 8,105.61
Des 2 Class 40	1,852.73	$ 8.48	$ 15,711.15
Des 6 Class 80	3,456.62	$ 8.48	$ 29,312.14
Sub-total:	*6,265.20*		$ 53,128.90

SML 010032

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	2,456.70	$ 11.48	$ 28,202.92
Sub-total:	*2,456.70*		$ 28,202.92

SML 100057

Material:	Quantity:	Rate:	Value:
Des 2 Class 20	461.16	$ 6.48	$ 2,988.32
Des 4 Class 40	885.16	$ 6.48	$ 5,735.84
Sub-total:	*1,346.32*		$ 8,724.15

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

"THE GRAVEL EXPERTS"

SML 110065				
Material:	Quantity:	Rate:		Value:
Des 2 Class 20	246.94	$ 11.48	$	2,834.87
To correct wrong entry in SML in September				
Sub-total:	*246.94*		$	2,834.87

SML 140046				
Material:	Quantity:	Rate:		Value:
Des 2 Class 20	- 246.94	$ 11.48	-$	2,834.87
Mistakenly entered in wrong SML in September				
Sub-total:	- *246.94*		-$	2,834.87

SUB TOTAL DUE:	22,356.25	$	169,503.83
5% GST		$	8,475.19
Payable to Kalinko Enterprises Ltd	-	-	**$ 177,979.02**

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

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/10/18	168616	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	163.24
2019/10/18	181416	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	29.20
2019/10/18	181632	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	163.28
2019/10/18	187496	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	29.98
2019/10/18	188106	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	164.14
2019/10/18	188107	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	166.92
2019/10/18	188119	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	29.86
2019/10/19	168615	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	163.16
2019/10/19	174370	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	122.26
2019/10/19	177568	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	116.46
2019/10/19	181344	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	118.44
2019/10/19	181421	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	87.02
2019/10/19	181544	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	116.20
2019/10/19	181570	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	118.32
2019/10/19	181631	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	163.00
2019/10/19	187260	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	118.24
2019/10/19	187317	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	109.56
2019/10/19	187482	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	83.84
2019/10/19	187910	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	166.00
2019/10/19	188109	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	161.82
2019/10/19	188121	Cenovus Energy Inc.	Pit 27- Kalinko- SML010032	Des 2 Class 20	65.76
					2,456.70
					2,456.70
					2,456.70

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/10/23	181397	Shamrock Valley Enterprises Ltd.	Kalinko-Truman Pit SML 100057	Des 2 Class 20	58.70
2019/10/23	181420	Shamrock Valley Enterprises Ltd.	Kalinko-Truman Pit SML 100057	Des 2 Class 20	88.74
2019/10/23	181422	Shamrock Valley Enterprises Ltd.	Kalinko-Truman Pit SML 100057	Des 2 Class 20	115.34
2019/10/23	187583	Shamrock Valley Enterprises Ltd.	Kalinko-Truman Pit SML 100057	Des 2 Class 20	78.60
2019/10/23	187596	Shamrock Valley Enterprises Ltd.	Kalinko-Truman Pit SML 100057	Des 2 Class 20	119.78
					461.16
					461.16
Aggregate Size: Des 4 Class 40					
2019/10/21	181630	BTO Contracting Ltd.	Kalinko-Truman Pit SML 100057	Des 4 Class 40	234.54
2019/10/21	187315	BTO Contracting Ltd.	Kalinko-Truman Pit SML 100057	Des 4 Class 40	182.86
2019/10/21	187594	BTO Contracting Ltd.	Kalinko-Truman Pit SML 100057	Des 4 Class 40	232.50
2019/10/21	187912	BTO Contracting Ltd.	Kalinko-Truman Pit SML 100057	Des 4 Class 40	235.26
					885.16
					885.16
					1,346.32

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/10/02	177988	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	390.92
2019/10/02	180334	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	39.67
2019/10/02	181356	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	124.32
2019/10/02	184842	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	40.11
2019/10/02	187292	JMB Pit Transfers	SML 120004 SV	Des 2 Class 20	360.83
					955.85
					955.85
Aggregate Size: Des 2 Class 40					
2019/10/01	165736	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.25
2019/10/01	166963	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.28
2019/10/01	169173	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.67
2019/10/01	184312	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	31.96
2019/10/01	184815	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.61
2019/10/01	184843	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.25
2019/10/01	187899	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.36
2019/10/02	165722	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.79
2019/10/02	165738	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	64.16
2019/10/02	166964	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.66
2019/10/02	169174	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	80.01
2019/10/02	180332	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.19
2019/10/02	180333	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.29
2019/10/02	181345	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	57.72
2019/10/02	181470	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	79.06
2019/10/02	181471	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.37
2019/10/02	181592	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	33.47
2019/10/02	182489	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	76.65
2019/10/02	182490	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.16
2019/10/02	184811	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.84
2019/10/02	184813	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	77.94
2019/10/02	184840	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.83
2019/10/02	184841	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.81
2019/10/02	187277	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	80.39
2019/10/02	187297	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	28.56
2019/10/02	187302	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	34.12
2019/10/02	187303	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	65.80
2019/10/02	187310	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	78.41

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/10/02	187312	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.61
2019/10/02	187318	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	78.34
2019/10/02	187374	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	78.27
2019/10/02	187493	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	40.75
2019/10/02	187494	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	80.53
2019/10/02	187517	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	39.09
2019/10/02	187526	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	38.28
2019/10/02	187772	Cenovus Energy Inc.	SML 120004 SV	Des 2 Class 40	78.25
					1,852.73
					1,852.73

Aggregate Size: Des 6 Class 80

2019/10/01	159317	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	39.04
2019/10/01	165710	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	32.30
2019/10/01	165712	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	39.66
2019/10/01	165735	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	40.61
2019/10/01	166962	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	40.51
2019/10/01	169088	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	80.71
2019/10/01	169172	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	39.56
2019/10/01	169201	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	76.96
2019/10/01	177979	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	97.05
2019/10/01	181334	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	56.69
2019/10/01	181335	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	57.45
2019/10/01	181336	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	57.27
2019/10/01	181469	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	64.17
2019/10/01	181472	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	32.51
2019/10/01	181474	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	99.49
2019/10/01	181475	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	66.14
2019/10/01	182487	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	76.71
2019/10/01	184254	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	84.81
2019/10/01	184255	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	28.55
2019/10/01	184310	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	64.53
2019/10/01	184313	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	32.70
2019/10/01	184816	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.98
2019/10/01	184817	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	76.96
2019/10/01	184819	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	76.48
2019/10/01	184837	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	116.75
2019/10/01	184838	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.86

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/10/01	184839	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	78.55
2019/10/01	187257	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	56.80
2019/10/01	187274	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	119.20
2019/10/01	187275	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	39.42
2019/10/01	187276	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	120.04
2019/10/01	187280	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	78.10
2019/10/01	187281	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.92
2019/10/01	187282	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.74
2019/10/01	187283	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	77.23
2019/10/01	187284	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	119.10
2019/10/01	187285	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	79.89
2019/10/01	187294	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	84.58
2019/10/01	187295	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	57.06
2019/10/01	187296	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	28.75
2019/10/01	187301	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	76.97
2019/10/01	187308	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	33.88
2019/10/01	187309	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	38.36
2019/10/01	187349	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	78.47
2019/10/01	187372	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	119.62
2019/10/01	187373	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	79.49
2019/10/01	187495	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	80.25
2019/10/01	187518	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	78.19
2019/10/01	187897	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	115.47
2019/10/01	187898	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	76.73
2019/10/02	181473	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	32.51
2019/10/02	187300	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	34.43
2019/10/02	187319	Cenovus Energy Inc.	SML 120004 SV	Des 6 Class 80	40.42
					3,456.62
					3,456.62
					6,265.20

JMB Crushing Systems ULC

Aggregate Size: Des 2 Class 20

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/10/24	164902	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	154.74
2019/10/24	179680	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	143.02
2019/10/24	181412	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	114.62
2019/10/24	181457	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	142.54
2019/10/24	181459	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	142.38
2019/10/24	181547	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	142.34
2019/10/24	184297	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	36.98
2019/10/24	184851	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	118.72
2019/10/24	187388	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	85.58
2019/10/24	187458	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	142.70
2019/10/24	187595	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	118.64
2019/10/24	187711	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	28.46
2019/10/24	188102	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	118.72
2019/10/24	188221	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	39.46
2019/10/26	177570	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	57.06
2019/10/26	179648	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	57.30
2019/10/26	179681	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	57.54
2019/10/26	181418	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	64.80
2019/10/26	181569	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	56.46
2019/10/26	184359	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	56.74
2019/10/26	184852	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	119.30
2019/10/26	187311	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	28.50
2019/10/26	187712	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	84.42
2019/10/26	188103	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	118.46
2019/10/26	188132	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	79.80
2019/10/26	188222	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	80.42
2019/10/27	157244	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	28.08
2019/10/27	157247	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	56.92
2019/10/27	164901	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	57.20
2019/10/27	177573	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	56.66
2019/10/27	179684	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	40.56
2019/10/27	182502	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	79.98
2019/10/27	184299	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	69.70
2019/10/27	184356	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	57.64
2019/10/27	184855	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	80.02
2019/10/27	187502	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	78.60
2019/10/27	188134	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	80.48
2019/10/27	188201	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	80.32
2019/10/27	188224	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 20	80.40

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
					3,236.26
2019/10/17	169199	Location Cats Ltd.	SML 010005	Des 2 Class 20	39.70
2019/10/17	184846	Location Cats Ltd.	SML 010005	Des 2 Class 20	39.98
2019/10/17	187590	Location Cats Ltd.	SML 010005	Des 2 Class 20	39.42
					119.10
					3,355.36
Aggregate Size: Des 2 Class 40					
2019/10/05	181402	Canadian Natural Resources Ltd-...	19-Kalinko- SML 010005	Des 2 Class 40	29.32
2019/10/05	181406	Canadian Natural Resources Ltd-...	19-Kalinko- SML 010005	Des 2 Class 40	29.52
2019/10/05	182067	Canadian Natural Resources Ltd-...	19-Kalinko- SML 010005	Des 2 Class 40	40.64
2019/10/05	182068	Canadian Natural Resources Ltd-...	19-Kalinko- SML 010005	Des 2 Class 40	41.16
2019/10/10	182075	B & R Eckel's Transport Ltd	19-Kalinko- SML 010005	Des 2 Class 40	39.88
2019/10/11	156254	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.36
2019/10/11	169074	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.76
2019/10/11	169075	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.26
2019/10/11	169194	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.62
2019/10/11	169195	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.32
2019/10/11	179337	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.68
2019/10/11	179338	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.16
2019/10/11	180263	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	55.84
2019/10/11	181338	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	54.60
2019/10/11	181339	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	27.60
2019/10/11	181410	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	54.78
2019/10/11	181411	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	27.10
2019/10/11	182078	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	40.12
2019/10/11	182168	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.88
2019/10/11	182169	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.02
2019/10/11	182503	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.06
2019/10/11	182505	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.38
2019/10/11	187266	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.30
2019/10/11	187273	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	27.86
2019/10/11	187453	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	27.66
2019/10/11	187454	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	27.96
2019/10/11	187488	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.76
2019/10/11	187489	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	80.18
2019/10/11	187755	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.42

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/10/11	187765	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.14
2019/10/11	187915	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.50
2019/10/11	187917	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.46
2019/10/11	188098	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.94
2019/10/11	188099	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.38
2019/10/12	169076	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.56
2019/10/12	169196	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.80
2019/10/12	178101	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.08
2019/10/12	181343	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	81.86
2019/10/12	182079	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.84
2019/10/12	182170	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.82
2019/10/12	182498	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.00
2019/10/12	182499	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.34
2019/10/12	184363	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.20
2019/10/12	187271	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.42
2019/10/12	187455	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	84.72
2019/10/12	187486	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.34
2019/10/12	187499	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.40
2019/10/12	187764	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.64
2019/10/12	187914	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.14
2019/10/12	187916	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.28
2019/10/13	169077	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.36
2019/10/13	169197	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	117.30
2019/10/13	178100	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	71.59
2019/10/13	178100.1	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	12.99
2019/10/13	180252	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	63.36
2019/10/13	181342	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	81.84
2019/10/13	182080	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	120.00
2019/10/13	182171	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	117.42
2019/10/13	182500	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.98
2019/10/13	184362	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.16
2019/10/13	184807	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.74
2019/10/13	187272	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	83.54
2019/10/13	187456	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.06
2019/10/13	187913	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.36
2019/10/13	188100	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.00
2019/10/17	168198	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.82
2019/10/17	168617	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.82
2019/10/17	177565	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	29.04
2019/10/17	181413	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.94
2019/10/17	181746	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.88

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/10/17	184620	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.62
2019/10/17	184802	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.08
2019/10/17	184845	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.10
2019/10/17	187270	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.44
2019/10/17	187314	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	75.26
2019/10/17	187485	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	80.74
2019/10/17	187582	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.52
2019/10/17	187911	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.02
2019/10/17	188105	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.14
2019/10/17	188131	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.30
2019/10/18	169080	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.72
2019/10/18	181415	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.88
2019/10/18	187268	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.78
2019/10/18	187316	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	36.10
2019/10/24	184360	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	28.52
2019/10/24	187390	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	57.82
2019/10/26	138786	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	56.36
2019/10/26	164895	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	84.32
2019/10/26	177571	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	85.58
2019/10/26	178098	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	27.92
2019/10/26	179682	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	85.08
2019/10/26	181419	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	57.18
2019/10/26	181568	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	84.06
2019/10/26	181628	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	39.64
2019/10/26	184358	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	84.84
2019/10/26	184853	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	79.68
2019/10/26	187459	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	56.66
2019/10/26	188104	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	80.26
2019/10/26	188133	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	118.92
2019/10/26	188223	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	121.00
2019/10/27	157246	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	28.16
2019/10/27	164896	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	27.90
2019/10/27	164900	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	28.80
2019/10/27	177572	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	28.90
2019/10/27	179683	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	40.68
2019/10/27	184298	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	34.28
2019/10/27	184357	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	28.50
2019/10/27	184854	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	40.58
2019/10/27	187500	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	39.14
2019/10/27	188202	Shamrock Valley Enterprises Ltd.	19-Kalinko- SML 010005	Des 2 Class 40	39.72

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
					6,641.46
2019/10/07	182072	Location Cats Ltd.	SML 010005	Des 2 Class 40	40.47
					40.47
					6,681.93
Aggregate Size: Des 4 Class 20					
2019/10/18	184848	Location Cats Ltd.	19-Kalinko- SML 010005	Des 4 Class 20	39.32
2019/10/18	187588	Location Cats Ltd.	19-Kalinko- SML 010005	Des 4 Class 20	39.40
2019/10/18	187592	Location Cats Ltd.	19-Kalinko- SML 010005	Des 4 Class 20	39.60
2019/10/19	184850	Location Cats Ltd.	19-Kalinko- SML 010005	Des 4 Class 20	119.56
2019/10/19	187585	Location Cats Ltd.	19-Kalinko- SML 010005	Des 4 Class 20	119.77
2019/10/19	187593	Location Cats Ltd.	19-Kalinko- SML 010005	Des 4 Class 20	160.53
					518.18
					518.18
Aggregate Size: Des 6 Class 80					
2019/10/10	169193	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	78.26
2019/10/10	179339	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	56.54
2019/10/10	180254	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	56.48
2019/10/10	180262	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	27.70
2019/10/10	181337	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	54.84
2019/10/10	181409	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	27.50
2019/10/10	181604	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	55.92
2019/10/10	182076	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	79.80
2019/10/10	182167	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	79.04
2019/10/10	182497	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	78.76
2019/10/10	187253	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	56.06
2019/10/10	187490	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	79.78
2019/10/10	187762	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	78.04
2019/10/10	187900	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	77.32
2019/10/10	188097	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	78.80
2019/10/17	177564	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	29.10
2019/10/17	181745	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.86
2019/10/17	184256	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	29.06

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/10/17	188125	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.88
2019/10/18	169079	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.92
2019/10/18	169200	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	39.38
2019/10/18	174369	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	39.42
2019/10/18	177566	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.68
2019/10/18	177567	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	29.04
2019/10/18	181414	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.38
2019/10/18	184257	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.74
2019/10/18	184350	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	29.00
2019/10/18	184847	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	39.42
2019/10/18	187269	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.66
2019/10/18	187573	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	35.42
2019/10/18	187587	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	39.94
2019/10/18	187589	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	39.90
2019/10/18	187591	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	39.52
2019/10/18	188123	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	29.04
2019/10/18	188124	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 6 Class 80	28.48
2019/10/19	184849	Location Cats Ltd.	19-Kalinko- SML 010005	Des 6 Class 80	40.00
2019/10/19	187586	Location Cats Ltd.	19-Kalinko- SML 010005	Des 6 Class 80	40.02
					1,692.70
					1,692.70
Aggregate Size: Screenings					
2019/10/08	182073	Canadian Natural Resources Ltd-...	19-Kalinko- SML 010005	Screenings	39.86
					39.86
					39.86
					12,288.03

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

"THE GRAVEL EXPERTS"

Kalinko Enterprises Ltd
606 Beach Ave
Cold Lake AB
T9M 1G5

RE: Statement of Account

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

November 1-30, 2019

SML 010005					
Material:	Quantity:		Rate:		Value:
November materials					
Des 2 Class 20	57.42	$	9.48	$	544.34
Des 2 Class 40	25,293.60	$	9.48	$	239,783.33
September rate differential correction					
Des 2 Class 20	283.82	$	3.00	$	851.46
October rate differential correction					
Des 2 Class 20	3,355.36	$	3.00	$	10,066.08
Des 2 Class 40	6,681.93	$	3.00	$	20,045.79
Des 4 Class 20	518.18	$	3.00	$	1,554.54
Des 6 Class 80	1,692.70	$	3.00	$	5,078.10
Sub-total:	*37,883.01*			$	277,923.64
SUB TOTAL DUE:	37,883.01			$	277,923.64
5% GST				$	13,896.18
Payable to Kalinko Enterprises Ltd				**$**	**291,819.82**

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
Aggregate Size: Des 2 Class 20					
2019/11/16	190276	Tervita Corporation	19-Kalinko- SML 010005	Des 2 Class 20	57.42
					57.42
					57.42
Aggregate Size: Des 2 Class 40					
2019/11/08	165081	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	75.08
2019/11/08	166973	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	82.54
2019/11/08	177574	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	84.58
2019/11/08	179686	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.18
2019/11/08	179751	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.32
2019/11/08	181591	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.42
2019/11/08	184258	JMB Pit Transfers	19-Kalinko- SML 010005	Des 2 Class 40	28.56
2019/11/08	184261	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.08
2019/11/08	184798	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.22
2019/11/08	184856	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	73.02
2019/11/08	187267	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	55.94
2019/11/08	187391	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.50
2019/11/08	187505	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.96
2019/11/08	187571	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.28
2019/11/08	187581	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.40
2019/11/08	187664	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.52
2019/11/08	187907	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.16
2019/11/08	188160	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.98
2019/11/08	188161	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	55.60
2019/11/08	188228	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	119.52
2019/11/09	165086	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	75.34
2019/11/09	168613	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.72
2019/11/09	177575	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	84.42
2019/11/09	179687	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	37.42
2019/11/09	179688	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.74
2019/11/09	184321	JMB Pit Transfers	19-Kalinko- SML 010005	Des 2 Class 40	28.30
2019/11/09	187262	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.52
2019/11/09	187264	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.14
2019/11/09	187392	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.28
2019/11/09	187568	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	36.60
2019/11/09	187578	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.48
2019/11/09	187579	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.46

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/09	187636	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.46
2019/11/09	187637	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.78
2019/11/09	187665	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.60
2019/11/09	187666	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.54
2019/11/09	187901	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.08
2019/11/09	188127	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.18
2019/11/09	188128	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.00
2019/11/09	188168	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.34
2019/11/09	188169	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.74
2019/11/09	188196	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.66
2019/11/09	188198	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.14
2019/11/09	188229	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	40.32
2019/11/09	188230	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	40.22
2019/11/10	166971	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	54.44
2019/11/10	168609	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.12
2019/11/10	168610	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	82.08
2019/11/10	177576	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	84.22
2019/11/10	179689	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.96
2019/11/10	179752	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	41.26
2019/11/10	187263	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.20
2019/11/10	187333	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.20
2019/11/10	187569	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	107.22
2019/11/10	187577	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.28
2019/11/10	187638	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.84
2019/11/10	187667	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.12
2019/11/10	187668	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	27.52
2019/11/10	187902	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.48
2019/11/10	188166	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.72
2019/11/10	188170	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.02
2019/11/10	188195	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.76
2019/11/10	188231	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	80.68
2019/11/11	138793	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.22
2019/11/11	138818	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	81.42
2019/11/11	138819	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	81.24
2019/11/11	173947	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	35.00
2019/11/11	177577	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.32
2019/11/11	179753	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	84.48
2019/11/11	181399	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.04
2019/11/11	181561	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	75.62
2019/11/11	182504	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.80
2019/11/11	184301	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.60

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/11	184317	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	81.88
2019/11/11	187393	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	83.92
2019/11/11	187570	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	72.68
2019/11/11	187576	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.44
2019/11/11	187639	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	117.26
2019/11/11	187669	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	84.96
2019/11/11	187903	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.64
2019/11/11	188165	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	55.78
2019/11/11	188171	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.32
2019/11/11	188194	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.06
2019/11/11	188232	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	80.84
2019/11/12	166967	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	60.16
2019/11/12	173945	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.22
2019/11/12	177578	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.42
2019/11/12	178097	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.76
2019/11/12	184801	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.48
2019/11/12	187394	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.34
2019/11/12	187511	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.52
2019/11/12	187640	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.52
2019/11/12	187706	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.56
2019/11/12	187722	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.72
2019/11/12	188163	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.36
2019/11/12	188193	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.42
2019/11/12	188233	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.96
2019/11/12	188236	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.88
2019/11/12	188243	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.28
2019/11/12	188249	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.44
2019/11/12	190751	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.18
2019/11/12	190773	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	117.04
2019/11/12	190779	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.72
2019/11/12	190795	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.10
2019/11/12	190846	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.80
2019/11/13	172054	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.30
2019/11/13	176106	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.48
2019/11/13	177579	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.96
2019/11/13	178094	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.16
2019/11/13	184793	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.72
2019/11/13	187305	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	60.32
2019/11/13	187510	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.96
2019/11/13	187641	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.76
2019/11/13	187896	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.94

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/13	188110	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.44
2019/11/13	188192	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.32
2019/11/13	188237	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.20
2019/11/13	188247	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.64
2019/11/13	188250	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.70
2019/11/13	190752	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.18
2019/11/13	190774	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.24
2019/11/13	190780	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.22
2019/11/13	190796	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.14
2019/11/13	190845	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	87.98
2019/11/13	190847	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.04
2019/11/13	190862	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.32
2019/11/14	156341	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.16
2019/11/14	166972	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.20
2019/11/14	172055	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.14
2019/11/14	175972	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.10
2019/11/14	177580	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.52
2019/11/14	178096	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.30
2019/11/14	180335	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.06
2019/11/14	184354	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	27.94
2019/11/14	184778	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.52
2019/11/14	187304	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	95.12
2019/11/14	187520	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.20
2019/11/14	187616	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	60.58
2019/11/14	187642	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.48
2019/11/14	187705	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.14
2019/11/14	187721	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.94
2019/11/14	188112	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	117.18
2019/11/14	188191	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.32
2019/11/14	188248	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.54
2019/11/14	190775	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.46
2019/11/14	190781	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.84
2019/11/14	190797	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.48
2019/11/14	190848	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.40
2019/11/15	156345	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.80
2019/11/15	157253	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.04
2019/11/15	168551	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	122.76
2019/11/15	173948	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	71.12
2019/11/15	177581	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.46
2019/11/15	180257	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.12
2019/11/15	184353	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.28

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/15	184774	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.56
2019/11/15	187307	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	63.76
2019/11/15	187503	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.42
2019/11/15	187575	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.64
2019/11/15	187617	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.86
2019/11/15	187643	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.26
2019/11/15	187703	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.16
2019/11/15	187704	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.26
2019/11/15	187929	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.80
2019/11/15	187953	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	37.62
2019/11/15	188113	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.46
2019/11/15	188136	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	37.60
2019/11/15	188140	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.24
2019/11/15	188244	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.34
2019/11/15	190753	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.58
2019/11/15	190755	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.48
2019/11/15	190794	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.78
2019/11/15	190798	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.96
2019/11/15	190849	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.56
2019/11/15	190863	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.34
2019/11/16	175973	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.54
2019/11/16	177989	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.50
2019/11/16	184352	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.68
2019/11/16	187306	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	30.94
2019/11/16	187509	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.52
2019/11/16	187574	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.34
2019/11/16	187644	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.68
2019/11/16	187713	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.94
2019/11/16	187723	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	40.14
2019/11/16	187943	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	40.70
2019/11/16	187952	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.24
2019/11/16	188111	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.88
2019/11/16	188114	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	80.12
2019/11/16	188143	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.98
2019/11/16	188144	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.18
2019/11/16	188190	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.56
2019/11/16	188246	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.50
2019/11/16	190251	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.58
2019/11/16	190325	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.52
2019/11/16	190799	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.22
2019/11/16	190844	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	58.88

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/16	190850	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.26
2019/11/16	190864	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.16
2019/11/17	138790	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.68
2019/11/17	164158	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.46
2019/11/17	184775	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.14
2019/11/17	187512	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.48
2019/11/17	187645	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.42
2019/11/17	187699	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.34
2019/11/17	187714	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.08
2019/11/17	187724	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	82.00
2019/11/17	187928	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	119.20
2019/11/17	187947	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	94.54
2019/11/17	187949	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.86
2019/11/17	188245	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.36
2019/11/17	190252	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.00
2019/11/17	190277	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.24
2019/11/17	190311	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.74
2019/11/17	190757	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.92
2019/11/17	190800	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.86
2019/11/17	190843	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	92.46
2019/11/17	190865	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.08
2019/11/18	157245	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.76
2019/11/18	163477	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.22
2019/11/18	166965	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	83.32
2019/11/18	176102	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.54
2019/11/18	184351	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.18
2019/11/18	184370	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.98
2019/11/18	186251	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	80.06
2019/11/18	187513	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.14
2019/11/18	187646	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	117.96
2019/11/18	187715	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.60
2019/11/18	187725	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	83.30
2019/11/18	187749	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.58
2019/11/18	187927	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.64
2019/11/18	187941	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	121.98
2019/11/18	187948	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	94.44
2019/11/18	187954	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	62.90
2019/11/18	187958	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.74
2019/11/18	188115	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	25.82
2019/11/18	188137	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	75.14
2019/11/18	188187	JMB Pit Transfers	19-Kalinko- SML 010005	Des 2 Class 40	38.52

JMB Crushing Systems ULC

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/18	188189	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.60
2019/11/18	190264	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.50
2019/11/18	190278	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.24
2019/11/18	190756	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.42
2019/11/18	190801	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.74
2019/11/18	190866	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.46
2019/11/19	163476	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.02
2019/11/19	166959	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	41.18
2019/11/19	166966	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	124.64
2019/11/19	176103	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.34
2019/11/19	186255	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.88
2019/11/19	187332	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.54
2019/11/19	187514	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.02
2019/11/19	187647	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.40
2019/11/19	187682	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.24
2019/11/19	187718	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.82
2019/11/19	187726	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.10
2019/11/19	187919	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.96
2019/11/19	187931	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	96.14
2019/11/19	187942	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	81.10
2019/11/19	187955	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	93.90
2019/11/19	188116	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	119.28
2019/11/19	188147	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.88
2019/11/19	188172	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.00
2019/11/19	190254	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.24
2019/11/19	190279	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.44
2019/11/19	190297	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	38.88
2019/11/19	190759	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.70
2019/11/19	190782	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.26
2019/11/19	190802	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.44
2019/11/19	190867	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.92
2019/11/20	174371	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	123.16
2019/11/20	174375	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.66
2019/11/20	174384	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.10
2019/11/20	186256	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.62
2019/11/20	186290	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.54
2019/11/20	187515	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.22
2019/11/20	187519	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.72
2019/11/20	187550	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	119.04
2019/11/20	187681	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.82
2019/11/20	187716	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.40

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/20	187925	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.10
2019/11/20	187932	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	63.52
2019/11/20	187940	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	123.56
2019/11/20	187957	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	95.06
2019/11/20	188117	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.34
2019/11/20	188173	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	117.94
2019/11/20	188188	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.96
2019/11/20	190280	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.86
2019/11/20	190298	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.26
2019/11/20	190763	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.14
2019/11/20	190784	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	86.04
2019/11/20	190803	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.00
2019/11/20	190868	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.58
2019/11/21	174374	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	123.46
2019/11/21	174383	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.76
2019/11/21	174385	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	122.46
2019/11/21	186275	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.26
2019/11/21	186291	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.72
2019/11/21	187516	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.06
2019/11/21	187521	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	116.60
2019/11/21	187680	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.66
2019/11/21	187688	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.72
2019/11/21	187924	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.02
2019/11/21	187944	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	65.34
2019/11/21	187956	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	92.40
2019/11/21	188146	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.32
2019/11/21	188174	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.50
2019/11/21	190281	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.30
2019/11/21	190804	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.00
2019/11/21	190869	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.22
2019/11/22	165477	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	59.90
2019/11/22	165698	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.54
2019/11/22	174376	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.06
2019/11/22	174382	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.46
2019/11/22	174386	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	40.18
2019/11/22	186274	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.94
2019/11/22	186292	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.82
2019/11/22	187335	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.92
2019/11/22	187397	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.84
2019/11/22	187504	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.16
2019/11/22	187679	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.26

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
2019/11/22	187698	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.76
2019/11/22	187926	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.62
2019/11/22	188175	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	39.48
2019/11/22	190282	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	29.16
2019/11/22	190805	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.22
2019/11/22	190870	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	40.08
2019/11/23	174372	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	119.88
2019/11/23	174381	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.06
2019/11/23	186254	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.26
2019/11/23	186298	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	85.28
2019/11/23	187334	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.78
2019/11/23	187418	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	61.18
2019/11/23	187427	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.96
2019/11/23	187506	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.14
2019/11/23	187678	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.84
2019/11/23	187923	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	118.14
2019/11/23	188148	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.98
2019/11/23	188176	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.54
2019/11/23	190283	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.92
2019/11/23	190288	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	115.70
2019/11/23	190806	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.80
2019/11/25	174373	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	81.44
2019/11/25	174377	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	78.84
2019/11/25	174380	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.44
2019/11/25	186253	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	80.92
2019/11/25	186300	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	28.62
2019/11/25	187419	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	58.74
2019/11/25	187507	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.94
2019/11/25	187717	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.60
2019/11/25	187748	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.72
2019/11/25	187751	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.24
2019/11/25	188177	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.82
2019/11/25	190284	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	56.68
2019/11/25	190289	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	76.70
2019/11/25	190326	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	77.92
2019/11/25	190807	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	57.78
2019/11/25	190871	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	79.38
2019/11/25	190874	Cenovus Energy Inc.	19-Kalinko- SML 010005	Des 2 Class 40	59.74
					25,293.60

Ticket Date	Ticket#	Bill To Name	Loaded At	Aggregate Size	Quantity
					25,293.60
					25,351.02