

1103910 This is the ertificate to accompany Affidavit of Blake Elyea

made on November 20, 2020

COURT FILE NO.

2001-05482

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

Nov. 27 2020 Justice Eidsvik

JUDICIAL CENTRE

CALGARY

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

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

DOCUMENT

AFFIDAVIT OF BLAKE M ELYEA

ADDRESS FOR SERVICE AND

Gowling WLG (Canada) LLP

CONTACT

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

INFORMATION OF PARTY FILING THIS

Attn:

Tom Cumming/Caireen E. Hanert/Stephen Kroeger

DOCUMENT

Phone:

403.298.1938/403.298.1992/403.298.1018

Fax:

403.263.9193

File No.:

A163514

#### **CERTIFICATE**

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

Certified November 20, 2020

**ALEXANDRA L. MCCAWLEY** 

GOWLING WLG (CANADA) LLP **BARRISTER & SOLICITOR** 

550 BURRARD STREET - SUITE 2300 BENTALL 5 - VANCOUVER, B.C. V6C 25 TELEPHONE: (604) 891-2772

Signature of lawyer

Alexandra L. McCawley

V50838\ACTIVE\_CA\ 42116604\1

Form 49 Rule 13.19

COURT FILE NO.

2001-05482

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

**CALGARY** 

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

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

ALBERTA LTD.

**DOCUMENT** 

AFFIDAVIT OF BLAKE M ELYEA

ADDRESS FOR

Gowling WLG (Canada) LLP 1600, 421 – 7<sup>th</sup> Avenue SW

SERVICE AND CONTACT

Calgary, AB T2P 4K9

INFORMATION OF

**PARTY FILING** 

Attn: Phone: Tom Cumming/Caireen E. Hanert/Stephen Kroeger

THIS DOCUMENT

403.298.1938/403.298.1992/403.298.1018

Fax:

403.263.9193

File No.: A163514

# AFFIDAVIT OF BLAKE M. ELYEA sworn November 20, 2020

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

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

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

- (a) On May 21, 2020, a letter was sent to Richard Hajduk ("**Hajduk**"), counsel for the Applicants Jerry Shankowski and 945441 Alberta Ltd. (collectively, "**Shankowski**"), advising him of the Lien Claim Process Order, a copy of which is attached hereto as **Exhibit "C"**; 05.16-2336
- (b) Other potentially interested parties not on the service list were also advised of the Lien Claim Process Order:
- (c) The Claims Bar Date under the Lien Claim Process Order was June 1, 2020;
- On May 29, 2020, Hajduk served a Lien Notice and Affidavit pursuant to the Lien Claims Process Order, a copy of which is attached hereto as **Exhibit "D"**;

  05.16-2338
- (e) No inquiries were made of counsel for JMB by any of the potentially interested parties requesting additional information or copies of any documents, including the Supply Contract before the Claims Bar Date. To the best of my knowledge, JMB also did not receive any requests for additional information or copies of any documents, including the Supply Contract, at any time;
- (f) On June 26, 2020, Hajduk served an unfiled Application and Affidavit (the "Shankowski Lien Removal Application") seeking the removal of two liens that had been registered against title to lands owned by Shankowski (the "Shankowski Lands Liens"). JMB has a royalty agreement with Shankowski with respect to the extraction of aggregate from the subject lands (the "Shankowski Royalty Agreement"). The Shankowski Land Liens had been filed by the Applicants RBee and J.R. Paine and Associates Ltd. for amounts owed for work done by them for JMB relating to the Supply Contract. A copy of the Shankowski Lien Removal Application is attached hereto as Exhibit "E";
- (g) On July 6, 2020, Jerritt Pawlyk ("Pawlyk"), counsel for RBee, set out RBee's position with respect to the Shankowski Lien Removal Application, a copy of which is attached hereto as Exhibit "F";

  05.16-2430
- (h) Sometime at the end of July 2020, Pawlyk requested and was provided with a copy of the Supply Contract;

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

05.16-2435

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

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

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

- (g) The difference in the waste rate is attributable to the smaller size of the modified Des 1 Class 12.5 product.
- 21. I have reviewed the Affidavit of Keith Hayduk ("Hayduk") sworn November 17, 2020 in support of the Application of Quest Disposal & Recycling Inc. ("Quest") for a declaration of trust and related relief and note the following:
  - (a) In paragraph 5, Hayduk refers to services provided by Quest for the "MD project" in the amount of \$22,941.14; however, Hayduk's Affidavit includes all services provided at aggregate pits located within the Municipal District of Bonnyville, rather than only those services provided to JMB that were attributable to the Supply Contract for the 2019 contract year; and
  - (b) The balance of Quest's claim of \$142,903.57 relates to pits located in various locations in Alberta and does not relate to the Supply Contract;
- 22. JMB did not haul aggregate supply under the Supply Contract to the MD Yard between August and November 2019. All aggregate excavated from the Shankowski pit during that period related to other projects.
- 23. The Supply Contract for the 2019 contract year was completed in December 2019.
- 24. I swear this Affidavit in response to applications seeking a declaration of trust and other relief.
- 25. I was not physically present before the commissioner taking this affidavit, but was linked with the commissioner utilizing video technology, and the process described in the notice from the court dated March 27, 2020 for remote commissioning of affidavits was utilized.

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

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

BLAKE M. ELYEA

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

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

From:

Abid Malik

To: Cc: Jeff Buck; Jason Panter Robin Bartlett; John Hillier

Subject:

FW: Materials lien against JMB Crushing

Date:

April 14, 2020 1:13:13 PM

## Hello Gents,

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

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

Abid Malik | General Manager of Infrastructure Services

## Municipal District of Bonnyville No. 87

E: amalik@md.bonnyville.ab.ca

P: 780-826-3951 Ext 9300

C: 780-573-4241

F: 780-826-5064

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From: Bernie Reed <bernie@rbeecrushing.ca>

Sent: April 14, 2020 12:18 PM

**To:** Abid Malik <amalik@md.bonnyville.ab.ca> **Subject:** Materials lien against JMB Crushing

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

Get Outlook for iOS

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

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



From: Jeff Rvks

Sent: April 29, 2020 4:45 PM

To: Powell, Tom <Tom.Powell@fticonsulting.com>; Clark, Mike <Mike.Clark@fticonsulting.com>

Subject: FW: Payment Dates

I suspect we'll receive funds faster then May 19<sup>th</sup>, but this is the official word from the MD.

Jeff

From: Tolulope Maraiyesa <a href="maraiyesa@md.bonnyville.ab.ca">md.bonnyville.ab.ca</a>

Sent: April 29, 2020 4:43 PM

To: Jeff Ryks < ieffryks@imbcrush.com>; Abid Malik < amalik@md.bonnyville.ab.ca>; Jeff Buck < ieffb@imbcrush.com>

Cc: Tenille Paul <tenillemollov@imbcrush.com>

Subject: RE: Payment Dates

Hello Jeff,

The M.D. usually requests that our vendors allow 10 business days for payment processing. We have made exceptions for JMB. Crushing in the past.

Our process has not changed.

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

Tolulope

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services

Municipal District of Bonoville No. 87

E: tmaraivesa@md.bonnvville.ab.ca

P: 780-826-3171 Ext 9210

C: 780-815-3917

F: 780-876-4524

Follow us on Facebook or Twitter

From: Jeff Ryks < jeffryks@jmbcrusb.com>

Sent: April 29, 2020 4:08 PM

To: Tolulope Maraiyesa <a href="maraiyesa@md.bonnveille.ab.ca">to: Tolulope Maraiyesa@md.bonnveille.ab.ca</a>; Abid Malik <a href="maraiyesa@md.bonnveille.ab.ca">ab.ca</a>; Abid Malik <a href="maraiyesa@md.bonnveille.ab.ca">to: Tolulope Maraiyesa@md.bonnveille.ab.ca</a>; Abid Abid

Cc: Tenille Paul < tenillemollov@imbcrush.com>

Subject: RE: Payment Dates

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

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

Thank you.

Jeff

From: Tolulope Maraiyesa < tmaraivesa@md.honnvville.ab.ca>

Sent: April 29, 2020 3:36 PM

To: Jeff Ryks <<u>jeffryks@jmbcrush.com</u>>; Abid Malik <<u>amalik@md.bonnyville.ab.ca</u>>; Jeff Buck <<u>jeffb@jmbcrush.com</u>>

Cc: Tenille Paul < tenillemollov@imbcrush.com>

Subject: RE: Payment Dates

Hello Jeff,

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

Tolulope

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services Municipal District of Bonnyville No. 87 E: tmaraiyesa@md.bonnvville.ab.ca P: 780-826-3171 Ext 9210 C: 780-815-3917 F: 780-826-4524 Follow us on Facebook or Twitter From: Jeff Ryks < jeffeyks@imberush.com> Sent: April 29, 2020 3:24 PM To: Tofulope Maraiyesa < tmaraiyesa @md.bonnyville.ab.ca>; Abid Malik <a malik @md.bonnyville.ab.ca>; Jeff Buck < jeffb @jimbsrush.com> Co: Tenille Paul < tenille molloy@imborush.com> Subject: RE: Payment Dates Tolulope, can you be more specific? I'm unclear what you mean by "processing" of invoices. Are you able to provide expected payments dates for the following invoices provided all issues are cleared up by May  $5^{\rm th},$ Thank you, Jeff From: Tolulope Maraiyesa < trnaraiyesa@md.bonnyville.ab.ca> Sent: April 29, 2020 3:20 PM To: Abid Malik <a mail: @md.bgnnyville.ab.ta>; Jeff Ryks < jeffryks@jmbcrush.com>; Jeff Buck < jeffb@jmbcrush.com> Cc: Tenille Paul < tenille molioy@imbtrush.com> Subject: RE: Payment Dates Hello Jeff, Please allow 10 working days for the processing of invoices from the day that all issues are cleared up. Regards Tolulope Maraiyesa i CPA, CGA - General Manager of Corporate Services Municipal District of Bonnyville No. 87 E: tmaraiyesa@ind.bonnyville.ab.ca P: 780-826-3171 Ext 9210 C: 780-815-3917 F: 780-826-4524 Follow us on Facebook or Twitter From: Abid Mařík <amalik@md.bonov/ále.ab.ca> Sent: April 29, 2020 2:11 PM To: Jeff Ryks <<u>ieffryks@imbarush.com</u>>; Jeff Buck <<u>ieffp@jmbarush.com</u>> Cc: Tenille Paut <<u>tenillemolioy@imbcrush.com</u>>; Tolulope Maraiyesa <<u>tmaraivesa@md.bonnvville.ab.ca</u>> Subject: RE: Payment Dates Our Finance department will let us know how many days it will take to process your invoices. So, you are having issues with J R Paine also? Abid Malik ! General Manager of Infrastructure Services Municipal District of Bonnyville No. 87 E: amalik@md.bonnyville.ab.ca P: 780-826-3951 Ext 9300 C: 780-573-4241 F: 780-826-5064 Follow us on Facebook or Twitter From: Jeff Ryks < jeffryks@jmbcrush.com> Sent: April 29, 2020 1:59 PM To: Abid Malik <a mailk@md.bonnwille.ab.ca>; Jeff Buck <ieffb@imbcrush.com>

Cc: Tenille Paul <<u>tenillemollov@imbcrush.com</u>>; Tolulope Maraiyesa <<u>tmaraiyesa@md.bonnvyille.ab.ca</u>>

Subject: RE: Payment Dates

Abid,

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

Jeff

From: Abid Malik <a href="mailtomg.bonnvville.ab.ca">ab.ca</a>

Sent: April 29, 2020 1:56 PM To: Jeff Buck < jeffb@imbcrush.com>

Cc: Jeff Ryks <a href="mailto:seffryks@imbcrush.com">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@imbcrush.com<">"seffryks@im

Subject: RE: Payment Dates

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

Abid Malik | General Manager of Infrastructure Services

Municipal District of Bonnyville No. 87

E: amalik@md.bonnyville.ab.ca

P: 780-826-3951 Ext 9300 C: 780-573-4241

F: 780-826-5064

Follow us on Facebook or Twitter

From: Jeff Buck < jeffb@imbcrush.com>

Sent: April 29, 2020 1:52 PM

To: Abid Malik <amaiik@md.honnvville.ab.ca>

Cc: Jeff Ryks < jeffryks@jmbcrush.com>: Tenille Paul < jenillernolloy@jmbcrush.com>

Subject: Re: Payment Dates

The only people who have worked on this project have been R8ee for crushing and three sub truckers. Marteshev , Shamrock and Silver . For the record trucking is barely 30 days old if that.

Jeff Buck. 780-573-9611

President

JMB Crushing Systems Inc

On Apr 29, 2020, at 1:46 PM, Abid Malik <a href="mailtomntylle.ab.ca">annailtomntylle.ab.ca</a> wrote:

Do you know how much you were paid already.

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

Abid Malik | General Manager of Infrastructure Services

Municipal District of Bonnyville No. 87

E: amalik@md.bonnvville.ab.ca P: 780-826-3951 Ext 9300

C: 780-573-4241

F: 780-826-5064

Follow us on Facebook or Twitter

From: Jeff Ryks < jeffryks@jmbcrush.com>

Sent: April 29, 2020 1:27 PM

To: Abid Malik <a malik@md.bonnyville.ab.ca>

Cc: Tenille Paul <tenillemolloy@jmbcrush.com>; Debbie Michaud <a href="mailto:spirito-ab.ca">debbie Michaud <a hre

Subject: Payment Dates

Good afternoon Abid.

Assuming all lien's are deregistered by May 5<sup>11</sup>, can you please confirm expected payments dates on the following invoices:

<image002.jpg>

Thank you,

Jeff Ryks, CPA, CMA | CFO
JMB Crushing Systems Inc.
Tel: 587-341-5335
Email: jeffr/ks@jmbcrush.com | Website: www.jmbcrush.com
Follow us on: Eacebook | Linkedin

<image003.png>

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<lMG\_3917.jpeg>

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

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



May 21, 2020

Via E-Mail

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

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

Attention:

Richard B. Hajduk

Dear Mr. Hajduk:

Re: In the Matter of the Companies' Creditors Arrangement Act, RSC 1985, C c-36, as amended and in the Matter of the Compromise or Arrangement of JMB Crushing Systems Inc. and 2161889 Alberta Ltd.

Court File No. 2001-05482

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

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

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

Sincerely,

Gowling WLG (Canada) LLP

Matthey

Alex Matthews

AM:am Encl.

Gowling WLG (Canada) LLP Suite 1600, 421 7th Avenue SW Calgary AB T2P 4K9 Canada T +1 403 298 1000 F +1 403 263 9193 gowlingwlg.com Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at <a href="mailto:com/leggl.com/leggl">com/leggl</a>.



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

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

# Lien Notice

Claimant:	JERRY SHANKOWSKI and 945441 ALBERTA LTD.
Address for Notices:	HAJDUK GIBBS LLP, Barristers & Solicitors, #202, 10120 - 118 Street NW, Edmonton, AB, T5K 1Y4, Attention: Richard B. Hajduk
Telephone:	780-428-4258
Fax:	780-425-9439
Email:	r.hajduk@hgllp.ca with cc to m.mctaggart@hgllp.ca
I, JERRY SHANKO hereby certify that:	WSKI, residing in the City of Edmonton, in the Province of Alberta, do
1. XI am one of LTD., the other	the Claimants personally and I am also the President of 945441 ALBERTA or Claimant.
AND X I am the P	President of the Claimant, 945441 ALBERTA LTD.
2. I have knowled Notice form.	dge of all the circumstances connected with the claim referred to in this Lien
3. The Claimants	have a valid
• •	Lien Claim in the amount of \$424,674.05 arising pursuant to work done or urnished on behalf of JMB Crushing Systems Inc.
. ,	Claim in the amount of \$ arising pursuant to work done s furnished on behalf of JMB Crushing Systems Inc.

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

DATED at Edmonton, Alberta, this 27 day of May, 2020.

Witness

Name: Richard Hajduk

Name: JERRY SHANKOWSKI

AIRFOTA.

Must be signed and witnessed

RICHARD B. HAJDUK Barrister & Solicitor SCHEDULE "A" TO THE LIEN NOTICE OF JERRY SHANKOWSKI AND 945411

ALBERTA LTD.

**COURT FILE NUMBER** 

2001-05482

Clerk's Stamp

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, RSC

1985, c. C-36, as amended

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

**APPLICANTS** 

JMB CRUSHING SYSTEMS INC. and

2161889 ALBERTA LTD.

DOCUMENT

AFFIDAVIT OF JERRY SHANKOWSKI

ADDRESS FOR SERVICE

AND CONTACT

INFORMATION OF PARTY

FILING THIS DOCUMENT

HAJDUK GIBBS LLP **Barristers & Solicitors** #202 Platinum Place 10120 - 118 Street NW

Edmonton, AB, T5K 1Y4 Attention: Richard B. Hajduk

Ph. 780-428-4258 Fax. 780-425-9439 FILE NO.: 5448 RBH

# AFFIDAVIT OF JERRY SHANKOWSKI SWORN MAY 🚜 2020

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

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

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

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

**SHANKOWSKI** 

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

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

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

A Commissioner for Oaths in and for Alberta

RICHARD B. HAJDUK Barrister & Solicitor

- 3 -

This is Exhibit "上

Referred to in the Affidavit of

Sworn before me this Day of May

A Commissioner for Oales in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

# AGGREGATES ROYALTY AGREEMENT

This EXCLUS	SIVE AGREEM	ENT is made as of the 29	day of
October_	77.	, AD 2018_	
BETWEEN	JMB CRUSH (hereinafter	IING SYSTEMS ULC referred to as "JMB")	
	And		
	Jerry Shanko (full names an	wski (945441 Alberta Ltd.) d/or complete company name)	
		ue Edmonton, AB T6C 0V4 postal address)	
	(hereinafter re	ferred to as "the Vendor")	
WHEREAS th	e Vendor is the	Registered Owner (registered owner, purchaser, lessee o	of rotherwise)
SW 21-56-7-W	14		All the first and another the
(legal land desc	cription)		
(hereinafter ref	erred to as "the L	ands") shown outlined on the plan cont Hectares (160	ained herein and said to contain Acres) more or less
NOW THERE	FORE THIS A	FREEMENT WITNESSETH that, in	consideration of the mutual terr

and conditions hereinafter contained, IMB and the Vendor agree as follows:

#### ARTICLE I DEFINITIONS

In this Agreement;

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

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

#### ARTICLE II ACCESS TO AGGREGATES

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

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

## ARTICLE III WEED CONTROL

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

ARTICLE IV ROYALTY RAT	<b>3</b> 7.4.**	
1. JMB shall pay to the Vendor	3.50 4.00	dollars per TONNE
( 4.96 × 96	dollars per CUBIÇ )	VARD) of accepted GRAVEL
removed from the Lands.	-2	
2. JMB shall pay to the Vendor	1.50 88.90	dollars per TUNNE
removed from the Lands.		YARD) of accepted SAND
3. JMB shall pay the vendor	3.00 5.50 Gallars per CURIC	dollars per TONNE YARD of pea gravel removed from
the Lands.		Season Season Season John Season Journal of Holl

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

# ARTICLE V MEASUREMENT OF AGGREGATES

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

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

# ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

1 Unaccepted materials stripped from the Lands or rejected during processing.

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

# ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

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

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

# ARTICLE IX REMAINING STOCKPILES

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

## ARTICLE X TERM OF THIS AGREEMENT

The term	of this Agreemen	t shall be for a peri	od commencing on the dat	e hereof and ending at 24.00 hour
on the	29	6f	October	AD 2028,
at which	time this Agreem	ent shall expire. JN	IB will have the first right	to renegotiate the next agreement
	ent of sale of the l ndicated above.	ands during this ter	m, this agreement shall co	ntinue to be in effect for the full

THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:

JMB CRUSHING SYSTEMS ULC

PER:

EXECUTED BY THE VENDORS:

PER

Referred to in the Affidavit of

Sworn before me this Day of

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor





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

"THE GRAVEL EXPERTS"

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

**RE: Statement of Account** 

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

March 1-31 2020



Material:

Quantity:

Rate:

Value:

Des 2 Class 16

36,679.45

\$4.00 \$

146,717.80

Subtotal:

36,679.45

\$ 146,717.80

**5% GST** 

\$ 7,335.89

Payable to 945411 Alberta Ltd

154,053.69

- Bonnyville -

This is Exhibit "C"

Hateried to white Attidavit of

22 Sworn before me this 22 Day of May 290

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

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JMB Crushing Systems ULC
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April 01, 2020 11:34 AM	34 AM		JMB	JMB Crushing Systems ULC	s ULC		Page 2
Ticket Date		Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
-	86774		_	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	158.56
	86824		4		Bonnyville Yard	Class	191.28
2020/03/21	86903				Bonnyville Yard	Class 1	170.24
	86022		Mich of Bonnyville No.8/		Bonnyville Yard	Class	170.55
	86923		MO of Bonnavillo No 94		Bonnyville Yard	Class	139.94
	87650		MO of Bonnoville No.87	Shorkowski Pit	Bonnyville Yard	Class	141.13
	87782		MD of Bonnwelle No.87	Sharkanaki Da	Bonnyville Yard	Class	232.67
	87823		Sonnyville Sonnyville		Bonnyville Yard	Class 1	105.86
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_	90272		_		Bonaville Yard	Class	227.40
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<b>-</b>	90558		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	2 Class 1	172.86
	90616		of Bonnyville	Shankowski Pit	Bonnyville Yard	Class 1	197.66
	90710		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	2 Class 1	170.61
· ·	90/13		of Bonnyville	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.84
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# JMB Crushing Systems ULC

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Ticket Date	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	20200000	2020/03/24	2020/03/24	2020/03/24	Z0Z0/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/24	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/25	2020/03/26	2020/03/26	2020/03/26	2020/03/26	2020/03/26	

05.16-235,7

 JMB Crushing Systems ULC

MID of Bornyville No.57   Sharkoweld Pile   Bornyville Varid   Dea 2 Class 16   Bornyville Varid   Bornyville Varid   Bornyville Varid	Bill To Name	April 01, 2020 11:35 AM		JMB Crushing Systems ULC	ems ULC		Page 4
and Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16 al Bornywille No.87 Sharkowski Pit Bornywille Yard Des 2 Class 16	of Bornyville No.87 Sharkowski Pit Bornyville Yard Des 2 Class 16 Abontyville No.87 Sharkowski Pit Bornyville Yard Des 2 Class	ket#	Bill To Nar		Unloaded At	Aggregate Size	Quantity
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Geomywile No. 87 Sharkowski Pit Bornyville Vard Des 2 Class 16	Demyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville No.87 Sharkowski PH Bomnyville No.87 Sharkowski PH Bomnyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville No.87 Sharkowski PH Bomnyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville Yard Des 2 Class 16 Gennyville No.87 Sharkowski PH Bomnyville No.87 Sharkowski PH Bomnyville No.87 Sharkowski PH B		MO of Bonoville No 8	Shankowski	Bonnwille Yard	2 Class 1	140.30
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# JMB Crushing Systems ULC

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Quantity	233.34	194.69	167.53	196.29	169.04	169.20	239.53	167.29	236.61	233.60	168.34	170.83	199.03	141.07	37.96	38.88	28.32	39.18	36,679.45	36,679.45	36,679,45	
Aggregate Size	Des 2 Class 16		Des 2 Class 16	•	•	•																
Unloaded At	Bonnyville Yard	Bonnwille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard				
Loaded At	Shankowski Pit																					
Bill To Name	MD of Bonnyville No.87																					
Ticket#																						
	186457	186504	186876	186931	186976	187075	187461	187606	187658	190347	190418	190562	190624	191034	186459	186932	186977	187449				
Ticket Date	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/29	2020/03/30	2020/03/30	2020/03/30	2020/03/30				

This is Exhibit "

Referred to in the Affidavit of

\_Sworn before me this

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor





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

"THE GRAVEL EXPERTS"

945441 Alberta Ltd. 7727 - 81 Ave Edmonton AB T6C OV4

**RE: Statement of Account** 

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

## April 1-30 2020

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

Payable to 945411 Alberta Ltd

\$ 289,743,49

Bonnyville -

This is Exhibit " L="

Referred to Anthe Affidavit of

Sworn before me this

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

May 05, 2020 2:43 PM	243 PM	a Min	JMB Crushing Systems ULC	s ULC		Page 1
Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
Aggregate S	Aggregate Size: Des 1 Class 12.5					
2020/04/04	184868	MD of Bonnyville No.87		Bormyville Yard	Des 1 Class 12.5	154,54
2020/04/04	186461	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	$\overline{}$	154.53
2020/04/04	1905UB 186819	MD of Edningville No.8/		Bonnyville Yard	Des 1 Class 12.5	154.20
2020/04/04	186853	MD of Bonnadillo No.07		Bornyville Yard	· .	70.89
2020/04/04	186854	MD of Bonneyillo No. 97	Offentions In	Bonnyville Yard	٠. ٠	27.75
2020/04/04	186883	MD of Bonnwille No.87		Bonnyville Yard	٠.,	85,65
2020/04/04	186936	MD of Bonavilla No 87	Shankowski Pii	Bonnyville Yard	Des 1 Class 12.5	140.13
2020/04/04	187097	MD of Bonnwille No.87	Shankowski Dit	Boomaile Veed	Dec 4 Class 12.5	104.00
2020/04/04	187123	MD of Bonnyville No.87	Shankowski Pit	Bonoville Yard	1 Class	114.13
2020/04/04	187141	MD of Bonnyville No.87		Bonnyville Yard		113.60
2020/04/04	187663	MD of Bonnyville No.87		Bonnyville Yard	1 Class	155.46
2020/04/04	18/69/	MD of Bonnyville No.87		Bonnyville Yard	1 Class 12.	155.38
2020/04/04	158086	MD of Bonnyville No.87		Bonnyville Yard	1 Class 12.	159.55
2020/04/04	190554	<b>7</b> 3		Bonnyville Yard	1 Class 12.	115.44
2020/04/04	190220	MO of Bondadilo No. 97		Bonnyville Yard	1 Class 12.	157.83
2020/04/04	1901 19	WID OF BOHINVIEW NO.67	Shockowski Dit	Bonnyville Yard	1 Class 12.	115.22
2020/04/14	186342	MD of Bonovville No.87		Bonnydlle 1 ard	Dec 1 Clear 12.5	147.50
2020/04/14	186454	MD of Bonovville No.87	Shankowski Dit	Bonowille Yard	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	19.167
2020/04/14	186484	ö		Bonoville Verd	4 Class 14	20.991 22.000
2020/04/14	186517	MD of Bonnyville No.87		Bonnville Yard	Class	10001
2020/04/14	186593	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	171.84
2020/04/14	186937		Shankowski Pit	Bonnyville Yard	_	237.02
2020/04/14	187070	MD of Bonnyville No.87		Bonnyville Yard	$\overline{}$	112.88
2020/04/14	187101	₽,		Bonnyville Yard	Des 1 Class 12.5	234.95
2020/04/14	16/115	MD of Bonnyville No.87		Bonnyville Yard	Ψ,	174.37
2020/04/14	187.131	MD of Bongaille No.67	Sharkowski Pit	Bonnyville Yard		170.20
2020/04/14	190304	MD of Bonoville No.87	Shankowski Dit	Bonnwille Yard	Des 1 Class 12.5	Z40.04 2.04
2020/04/14	190338	ď		Boonstille Yard	<del>-</del>	25.55 52.55
2020/04/14	190415	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	170.63
2020/04/14	190556	MD of Bannyville No.87		Bonnyville Yard	Des 1 Class 12.5	171.80
2020/04/14	1,90633	່ ວັ		Bonnyville Yard	1 Class	198.59
2020/04/14	190724	MD of Bonnyville No.87		Bornyville Yard	1 Class	144.40
2020/04/14	190840	MU of Bonnyville No.87		Bornyville Yard	·	168,95
2020/04/14	190928	MD of Bonnyville No.87		Bonnyville Yard	1 Class	218.43
2020/04/14	19165243	MD of Bonnyville No.87		Bonnyville Yard	1 Class	77.02
2020/04/15	136341	MD of Bonnyville No.87		Bonnyville Yard	,	235.54
2020/04/13	100400	MD of Description No.07		Bonnyville Yard	Class	233.19
2020/04/13	19651	MD of Bonewille No.87	Shankowski Pii	Bonnyville Yard		195.11
2020/04/15	186940	MO of Bonnwille No.87		Donneyville Teld	Des I Class 12.0	170.44
2020/04/15	187102	MD of Bonnwille No.87		Bonnwille Yard	Sec C	226.01
2020/04/15	187116	MD of Bonnwille No.87		Bonnwille Yard	Class	445.43
2020/04/15	187152			Bonowille Yard	Chase	470.12
2020/04/15	187172			Bonnyville Yard	٠,	193.73
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# JMB Crushing Systems ULC

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May

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/15	188082	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12,5	239.66
0/04/15	190319	of Bonnyville No.		Bonnyville Yard	$\overline{}$	231.98
2020/04/15	190336	of Bonnyville No.		Bonnyville Yard	$\overline{}$	232.46
ZUZU/04/15	190416	of Bonnyville No.		Bonnyville Yard	Des 1 Class 12.5	170.77
2020/04/15	19055	₽,		Bonnyville Yard	Des 1 Class 12.5	142.95
2020/04/15	190634	of Bonnyville No.		Bonnyville Yard	Des 1 Class 12.5	237.98
2020/04/15	190841	ಕ		Bonnyville Yard		168.07
2020/04/15	190932	of Bonnyville No.	_	Bonnyville Yard	1 Class 1	181.51
2020/04/15	191031	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	1 Class	171.64
2020/04/16	186343	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	196.44
2020/04/16	186463	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	1 Class 1	192.18
2020/04/16	186512	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	_	197.33
2020/04/16	186595	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	1 Class 12	141.62
2020/04/16	187069	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class 1	107.81
2020/04/16	187103	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	235.33
2020/04/16	187137	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class 1	143.13
2020/04/16	187155	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	1 Class 1	141.40
2020/04/16	187173	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class 1	192.09
2020/04/16	187320	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	28.35
2020/04/16	187691	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	190.61
2020/04/16	188081	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class 1	241,31
2020/04/16	190335	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class 12	230,39
2020/04/16	190426	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	169.86
2020/04/16	190479	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	235,15
2020/04/16	190553	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	1 Class	169.02
2020/04/16	190635	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.73
2020/04/16	190725	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.62
2020/04/16	190842	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	166.37
2020/04/16	190933	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12,5	181.04
2020/04/16	191030	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	170.08
2020/04/17	171269	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	178,16
2020/04/17	186344	of Bonnyville No.	Shankowski Pit	Bonnyville Yard		235.63
2020/04/17	186466	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	232.68
2020/04/17	186513	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.60
2020/04/17	187079	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Class	168.71
2020/04/17	187104	of Bormyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.14
2020/04/17	187119	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	173,03
2020/04/17	187156	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	1 Class	170.94
2020/04/17	187174	of Bonnyville No.	Shankowski Pit	Bonryville Yard	1 Class	193.01
2020/04/17	187191	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.28
2020/04/17	187209	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	198.77
2020/04/17	188080	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	÷	200.47
2020/04/17	190313	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	$\overline{}$	231.48
2020/04/17	190334	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.14
2020/04/17	190414	of Bonnyville No.	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.39
2020/04/17	190480	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	156.38
2020/04/17	190552	MD of Bormyville No.87	Shankowski-Pit	Bonnyville Yard	Ţ	172.08
2020/04/17	190726	MC of Bounseille No 87	Ohookoundi Da	Denote the Very		Ì
					Des 1 Class 12.5	87.31

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May 05, 2020 2:43 PM	2:43 PM		MC	JMB Crushing Systems ULC	s ULC		Page 3
Ticket Date		Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
2020/04/17	191029		MD of Bonnyville No.87		Bonnyville Yard	· *	171.90
2020/04/18	171270		MD of Bonnyville No.87		Bonnyville Yard	Des 1 Class 12.5	218.28
2020/04/16 2020/04/18	186467		MD of Bonnsyrile No.8/		Bonnyville Yard	<b>~</b> ∨	238.97
2020/04/18	186514		MD of Bonnsville No.67	Specification of Different	Bonnyville Yard		231.90
202004/18	187078		MO of Bonnodile No.87		Bonnyville Yard		98.831
2020/04/18	187105		MD of Bonnodile No.87		Bonnyville Tard		169.15
2020/04/18	187118		- 2		Bonnayane raid	Des 1 Class 12.5	734.08
2020/04/18	187157		MD of Bonnwille No.87		Bonnyalle Yard	2 Class	168.43
2020/04/18	187192		MtD of Bonnyville No.87		Bonnville Yard	1 Class	160.92
2020/04/18	187210		of Bonnyville N		Bonnvville Yard	Class	20.00
2020/04/18	187231		of Bonnyville N		Bonnvville Yard	1 Class	231.13
2020/04/18	187690		_		Bonnyville Yard	1 Class	192.53
2020/04/18	188079		of Bonnyville N		Bonnyville Yard	1 Class	240.88
2020/04/18	190412		of Bonnyville N		Bonnyville Yard	1 Class	169.54
2020/04/18	190481		of Bonnyville N		Bonnyville Yard	1 Class	235.65
20Z0/04/18	180551		of Bornsyville N		Bonnyville Yand	1 Class	170.94
2020/04/18	190935		of Bonnyville		Bonnyville Yard	1 Class	183.31
ZUZU/U4/18	191028		of Bonnyville		Bonnyville Yard	1 Class	171.01
2020/04/19	180200		MD of Bonnyville No.87		Bonnyville Yard	1 Class	141.33
2020/04/19	186455		or portrayville of Poppa ville	Shankowski Pit	Bonnyville Yard	Class	236.54
2020/04/19	186468		of Bonnaville N	Shankowski Pit	Bonneyville Yard	Des 1 Class 12.5	191.56
2020/04/19	186524		3 6		Bonovaille Year	- 4	231.40
2020/04/19	186813		MD of Bonaville No.87	Shankowski Pit	Bonnyille Yard	Des 1 Class 12.3	178.34
2020/04/19	186894		MD of Bonnyville No.87		Bonnwille Yard	٠,	167.79
2020/04/19	187106		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	~	235.32
2020/04/19	187117		MD of Bonnyville No.87		Bonnyville Yard	↽	172.25
2020/04/19	187193		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	↽	169.33
2020/04/19	187213		MD of Bonnyville No.87		Bonnyville Yard	_	239.49
2020/04/19	18/24/		MD of Bonnyville No.87		Bonnyville Yard	1 Class	231.21
2020/04/19	107009		MD of Bonnsville No.87	Shankowski Pit	Bonnyville Yard		228.90
2020/04/19	188152		MD of Boonwille No 87		Bonnyville Yard	Des 1 Class 12.3	199.50
2020/04/19	190428		MD of Bonvville No.87	Shankowski Pit	Bonnwille Yard	1 Class	169.28
2020/04/19	190549		MD of Bonnwille No.87		Bonnyville Yard	1 Class	141.35
2020/04/19	190936		MD of Bonnyville No.87		Bonnyville Yard	1 Class 1	184,35
2020/04/19	191027		MD of Bornyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	170.17
2020/04/20	186257		of Bonnyville		Bonnyville Yard	1 Class	170.71
•	186347		MD of Bonnyville No.87		Bonnyville Yard	Des 1 Class 12.5	237.12
•	186469		₽,		Bonnyville Yard	1 Class	231.84
	186980		MD of Bannyville No.87		Bonnyville Yard	~	143.68
• • •	187107		Sonnyville		Bonnyville Yard	1 Class	233.94
•	18/136		MD of Bonnyville No.87		Bonnyville Yard	1 Class	172.16
2020/04/20	187160		MD of Bonnyville No.87		Bonnyville Yard	Ę,	169.26
	18/1/5		MD of Bonnyville No.87		Bonnyville Yard	J Class	192.32
2020/04/20	10/104		bonnyville		Bonnyville Yard	Class	169.54
٠.	1872/5		MD of Boraryville No.67	Shankowski Pit Shonkowski Dit	Bonnyville Yard	Des 1 Class 12.5	197.87
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Quantity	238.35	197.69	38.06	169.88	168.70	218.32	170.65	197.85	231.05	28.27	197.70	169.69	168.34	170.94	170.55	143.54	172.61	191.56	199.19	231.15	231.92	240.04	146.88	116.78	171.22	182.88	172.83	237.27	231.78	198,61	168.58	196.53	233.95	144.13	171.87	192.17	199.07	230.69	192.83	199.14	141.46	173.45	183,24	239.60	232.04	141.06	200.10	173.96	197.45
Aggregate Size	Des 1 Class 12.5	₹-	5	Des 1 Class 12.5	1 Class	1 Class	Des 1 Class 12.5	Des 1 Class 12.5	1 Class	1 Class 1	1 Class 12.	1 Class 1	1 Class 12.	1 Class	1 Class	1 Class	Des 1 Class 12.5	Des 1 Class 12.5	1 Class	Des 1 Class 12.5	1 Class	Des 1 Class 12.5	1 Class	1 Class	1 Class	Des 1 Class 12.5	Des 1 Class 12.5	1 Class	Des 1 Class 12.5	$\overline{}$	1 Class	1 Class	_	1 Class	Class	Class	1 Class	1 Class	1 Class	1 Class	Des 1 Class 12.5	Des 1 Class 12.5	1 Class	1 Class	_	1 Class	Des 1 Class 12.5	Des 1 Class 12.5	1 Class
Unloaded At	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyvílle Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard				
Loaded At	Shankowski Pit		Shankowski Pit					Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit							Shankowski Pit				Shankowski Pit		Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit
Bill To Name	of Bonnywille	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonmyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonryville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bonnyville	of Bornnyville		of Borninyville	of Bornnyville	of Bonnyville		of Bonnyville					of Bonnyville	of Bonnyville	of Bonnyville	MD of Bonnyville No.87
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	188077	188153	190314	190348	190055	190937	191026	186348	186470	186490	186518	186880	186896	187077	187108	187135	187162	187176	187215	187244	187686	188076	188154	190727	190765	190938	186258	186349	186471	186515	186516	186863	18/109	18/134	10/103	107 177	1072/10	10/243	18/68/	188075	190574	190772	190939	186350	186473	186493	186497	186852	186864
Ticket Date	2020/04/20	2020/04/20	2020/04/20	2020/04/20	2020/04/20	2020/04/20	2020/04/20	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/21	2020/04/22	2020/04/22	2020/04/22	2020/04/22	2020/04/22	2020/04/22	2020/04/22	20/20/04/22	2020/04/22	ZUZUZUZEZZ	2020/04/22	2020/04/22	2020/04/22	2020/04/22	2020/04/22	2020/04/22	2020/04/22	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23

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Quantity	234.12	144.73	143.58	172.07	198.79	231,14	140.52	117.24	183.66	173.16	175.40	238.14	116.04	240.51	196.99	234.85	144.51	173.35	192.61	142.47	193.18	141.25	88.38	184.83	114,23	158.44	240.61	175.09	196.55	234.55	143.30	170.67	232.42	172.76	240.46	231.76	147.38	172.58	238.03	200.92	194.60	142.18	171.84	172.07	192.63	170.67	200.28	38.55
Aggregate Size	Des 1 Class 12.5	Ť,	Des 1 Class 12.5	- ~	1 Class 12	Des 1 Class 12.5	1 Class 1	1 Class 12.	Des 1 Class 12.5		1 Class	1 Class	1 Class '	1 Class 1	1 Class	1 Class	Des 1 Class 12.5		Des 1 Class 12.5	Des 1 Class 12.5	Des 1 Class 12.5	Des 1 Class 12.5	Des 1 Class 12.5	Des 1 Class 12.5	1 Class 1	1 Class 12	1 Class	1 Class	1 Class	1 Class	1 Class	1 Class	1 Class	1 Class		1 Class 1	Des 1 Class 12.5	٠-	Des 1 Class 12.5	1 Class	1 Class	Des 1 Class 12.5	1 Class	Des 1 Class 12.5	~	Des 1 Class 12.5	1 Class	Des 1 Class 12.5
Unloaded At	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bannyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard		Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard
Loaded At	Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit		Shankowski Pit	Shankowski Pit					Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit			Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit			Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit						
Bill To Name	of Bonnyville No	MD of Bonnyville No.87	MD of Bonwyille No.87	of Bonnyville No	MD of Bonnyville No.87	MID OF BODRYVILLE NO.87	MD of Bonnyville No.87	ML of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	of Bonryville No	MD of Bonnyville No.87	of Bonnyville No.	of Bonnyville No.	of Bonnyville No	of Bonnyville No.	of Bonnyville No	of Bonnyville No	of Bonnyville No	of Bonnyville No	of Bonnyville No.	of Bonnyville No	of isonnyville No	MIJ of Bonnyville No.87		Mil) of Bonnyville No.87	MD of Bonnyville No.87				of Bonnyville No	of Bonnyville No.	MD of Bonnyville No.87		MD of Bonnyville No.87	ML of Bonnyville No.8/											
Ticket#																																																
	187110	187164	187178	187195	187217	187240	190547	190728	190940	191024	100909	18883	1864/2	100480	186865	10/111	187128	187165	187179	187196	187236	190546	190729	190941	191023	186352	186499	186860	186866	18/112	18/131	16/208	18/235	16/246	188074	190320	190930	191022	186353	188500	186628	186/20	186910	187130	187180	187197	187218	262 101
Ticket Date	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/23	2020/04/24	2UZU/U4/Z4	2020/04/24	2020/04/24	2020/04/24	ZUZU/O4/Z4	2020/04/24	2020/04/24	2020/04/24	2020/04/24	2020/04/24	2020/04/24	2020/04/24	2020/04/24	2020/04/24	2020/04/25	2020/04/25	2020/04/25	2020/04/25	207070707	2020/04/25	2020/04/25	2020/04/25	2020/04/25	2020/04/25	2020/04/25	2020/04/25	2020/04/25	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020104120

Page 6	Quantity	172.14	199.31	144.36	232.16	197.99	115.28	192.86	167.09	223 08	237.19	142.19	170.82	240.01	173.32	239.10	133.12	146.44	757.72	82.05	119.98	116.00	77.89	115.78	118.08	86.48	86.07	40.49	119.33	17:08	82.03	48,997.62		48,997.62		44.00	113.90	193.26	190.44	141.10	113.74	193.98	140,39
	Aggregate Size	-	1 Class	Class	1 Class	1 Class	Class		Session	1 Class	1 Class					Des 1 Class 12.5							***	Ψ-	٠.,	Des 1 Class 12.5	1 Class	_ ,	Dec 1 Class 12.5	- +	Des 1 Class 12.5	1	'			Dec 3 Cleen 45	Des 2 Class 16	Des 2 Class 16	Class	Des 2 Class 16			
s ULC	Unloaded At	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bosnoville Yard	Bonnaville Yard	Boppadile Yard	Bootsville Yard	Bonnwille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bongwille Yard	Bonnwille Yard	Bonovville Yard	Bonnville Yard	Bonnyille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Boomwille Yard	Bonnville Yard	Bonnyville Yard					Roomoollo Vord	Bonnville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonovaille Yard	Bonnville Yard	Bonnyville Yard
JMB Crushing Systems ULC	Loaded At	Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Dit							Shankowski Pit	Shankowski Pit			Shankowski Pit									Shankowski Pit		Shankowski Pit								Shankowski Dit	Shankowski Pit		Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit
JME	Bill To Name	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnadia No.07	MD of Bonovalle No.67		MD of Bonnwille No.87	MD of Bonnwille No.87	MD of Bonnwille No.87	MD of Bonnyville No.87	of Bonnyville N	of Bonnyville N	MU of Bonnyville No.87	Mill of Bongwille No.87		of Bonnwille N	of Bonnwille N	MD of Bonnyville No.87	of Bonnyville N	MD of Bonnyville No.87	MD of Bonnyville No.87	of Bonnyville N	of Bonnyville N	or Bonnyville N	of Bonnyville N	MD of Bosonskille No.87	of Bonnyville N	of Bonovalle N	of Bannwille N	of Bonnyville N	MD of Bonnyville No.87					MD of Bonnwille No.87	MD of Bonnyville No.87	MD of Bennyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnvville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87
	Ticket#																																		2 Class 16								
2:43 PM		187249	188178	190321	190931	191021	167043	184315	186520	186629	186711	187129	197240	187250	188072	190322	190539	190730	190942	170375	186354	186501	186630	100003	190712	187063	187220	188177	190575	190731	190766				Size: Des	163736	186448	186485	186505	186902	186912	186933	187094
May 05, 2020 2:43 PM	Ticket Date	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020/04/26	2020/04/27	2020/04/27	2020/04/27	2020/04/27	2020/04/27	2020/04/27	20,20,04,/27	2020/04/27	2020/04/27	2020/04/27	2020/04/27	2020/04/27	2020/04/27	2020/04/28	2020/04/28	2020/04/28	2020/04/28	2020/04/28	2020/04/20	2020/04/20	2020/04/28	2020/04/28	2020/04/28	2020/04/28	2020/04/28				Aggregate Size: Des 2 Class 16	2020/04/01	2020/04/01	2020/04/01	2020/04/01	2020/04/01	2020/04/01	2020/04/01	2020/04/01

Quantity	195.84	193.08	193.38	113.95	158.82	142.99	154.44	55.43	195.35	234.47	196.10	172.58	170.88	173.43	237.44	171.58	172.78	241.60	238.55	195.55	234.21	175.01	200.12	146.02	158.33	108.88	28.81	194.79	233.69	196.14	171.47	171.63	236.17	172.20	00.00	85.03	08.147 00.004	00.00	20.05	/S.CC	44.05	175.53	198.94	145.10	234.43	183.19	55.11	85.16	78.81
Aggregate Size	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	2 Class 1	Des 2 Class 16	$\sim$	Des 2 Class 16	Des 2 Class 16	$\sim$	N	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	S	Des 2 Class 16	Des 2 Class 16	N	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 18	Class 1	Des 2 Class 10	Class	Des 2 Class 16		2005	Des 2 Class 16	V (	Des 2 Class 16	Des Z Class 16	Des 2 Class 16	Des 2 Class 16	N	Des 2 Class 16	Des 2 Class 16	n								
Unloaded At	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Service 180	Bonneyille Tard	Donnailly Ved	Donnard Vard	Deprising Yang		Bottilyville Taid	Bornyville Yard	Donnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnadillo Vond
Loaded At	Shankowski Pit	Shankowski Pit							Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit				Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Stratistical Pit	Offerikowski Pit	Observation of			Shorteness in the second secon	Shankowski Dit	Charles of the Charle		Shootooks Pit	Silatikowski Pit	Sharkowski Pit	Shankowsky Prt	Shankowski Pit		Shankowski Pit	Obombounds: Dit					
Bill To Name	MD of Bonnyville No.87	Bonnyville No.	of Bonnyville No.	MD of Bonnyville No.87	MD of Bonnyville No.87	of Bonnyville No.	of Bonnyville No.	MD of Bonnyville No.87	of Bonnyville No.	of Bonnyville No	of Bonnyville No.	MD of Bonnyville No.87	MD of Boons all a No. 07	of Bornsville No.	of Bonoverille No	MD of Bonnoville No.87	MO of Bonnoville No.87	MD of Bonnofile No.87	MD of Bonmodile No.87	MD of Benevalle No.87	of Bonnaville No.	of Borneyille No.	of Booming Willia No.		MD of Bonnyville No.87	of Bornryville No	or Bornrywije No.	MD of Bonnyville No.87	MO of Bonnwille No 87																				
I ICKeUF	187660	187696	90340	90417	90625	190716	190919	91033	86449	186458	386506	186850	868//	86900	86934	187095	187113	187448	18/661	190299	190345	190569	190626	190717	190921	190923	743/g	80451	186460	85507	XXX   XX   XX   XX   XX   XX   XX	96035	87008	87114	87142	87447	87662	87695	190341	90343	90565	90003	90027	0000	303Z0	303Z4	70376	86293	86355
I ICKET DATE	_		ZUZU/04/01	2020/04/01	_ `	_ `						- 1		_ ,		•	•	•				•		, ,		- 1	_ `				- •	2020/04/03		•	•	_	•	•	•	•		,	•		_ •		_ '	_	2020/04/28



# JMB Crushing Systems ULC

State	Ticket Date		Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
M Of Bornyville Nag 7 Stankowski Pit Rounyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2 Class 16 M N Of Bornyville Nag 7 Stankowski Pit Bornyville Yard Des 2	2020/04/28	186631		of Bonnyville	Shankowski Pit	Bonnyville Yard	· N	77.29
Mile   Bonnyville   Varid   Des 2 Class   15	2020/04/28	1866/0				Bonnyville Yard	N	56.48
MID of Bornyville No.87  MID of Bornyville No.87  Sharkowsel PH  Bornyville Varid  MID of Bornyville No.87  Sharkowsel PH  Bornyville Varid  Does 2 Class 16  Bornyville Varid  Bornyville Varid  Bornyville Varid  Does 2 Class 16  Bornyville Varid  Bor	2020/04/20	1007			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	77.91
M. Or Bennywite No.24 Stanktowski Pit Bennywite Yard Dee 2 Class 16 Morthwise No.24 Stanktowski Pit Bennywite Yard Dee 2 Class 16 Morthwise No.27 Stanktowski Pit Bennywite Yard Dee 2 Cla	2020/04/20	100003			Shankowski Pit	Bonnyville Yard	2 Class	85.61
MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Bornyville No.57  Strantkowski Pit Bornyville Yard Dee 2 Class 16  MO of Borny	2020/04/20	187000			Shankowski Pit	Bonnyville Yard	Class	85.73
MD of Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  MD of Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  MD of Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  MD of Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  MD of Bornyville No.37  Strankowski PI  Bornyville Yard  Dee 2 Class 16  Dee	2020/04/28	187242		of Donwards	Shankowski Pit	Bonnyville Yard	2 Class	78.55
MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Sharkovski PH Bornyvil	202010202	188070		of Bornsyville	Shankowski Pit	Bonnyville Yard	$\sim$	38.15
MD of Bornyville No.27 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Does 2 Class 16 Bornyville No.37 Sharkowski Pt Bornyville Yard Do	2020/04/28	100722			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	118.92
MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyville Yard Dee 2 Class 16 MU Of Bormyville No.87 Sharkowski Pit Bormyvi	2020/04/20	190732			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	57.62
MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of Bornyville No.87 Sharkowski Pt Bornyville Yard Dee 2 Class 16 MD of	2020/04/20	170288			Shankowski Pit	Bonnyville Yard	N	82.51
MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywille Yard Dee 2 Class 16 MD of Bornywille No.87 Sharkowski Pit Bornywi	2020/04/20	170277			Shankowski Pit	Bonnyville Yard	N	136.07
Mu of Bormyville No.87 Sharkowski PH Bormyville Yard Des 2 Class 16 Mornyville No.87 Sharkowski PH Bormyville No.87 Sharkows	2020/04/23	170577			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	139.83
Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bormyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bornyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bornyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bornyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bornyville No.87 Strankowski PH Bormyville Yard Des 2 Class 16 Mul of Bornyville No.87 Strankowski PH Bornyville Yard Des 2 Class 16 Mul of Bornyville No.87 Strankowski PH Bornyville No.87 Strankowski PH Bornyville Yard	2020/04/23	100270			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.67
Mu of Bomyville Vac Sharkowski Pit Bomyville Yard Des 2 Class 16 Mu of Bomyville Vac Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville Vard Des 2 Class 16 Mu of Bomyville No.87 Sharkowski Pit Bomyville No.87 Sharkowski Pit Bomyville No.87 Sharkowski Pit Bomyvill	2020/04/29	100234			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.17
MU of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Sharkowsel Pit Bornyville Yard Des 2 Class 16	2020/04/29	750037			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.65
MU of Bornyville No.87  Mu of Bornyville No.87  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Mu of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Des 2 Clas	2020/04/29	1000/1			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.10
MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dos 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyvi	2020/04/29	186713			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	232.04
MD of Bornnyville No.87  MD of Bornnyville Varid  MD of Bornnyville Varid  MD of Bornnyville No.87  Shankowski Pit  Bornnyville Varid  Des 2 Class 16  Bornnyville Varid  Des 2 Class	ZUZU/04/29	185814			Shankowski Pit	Bonnyville Yard	Class 1	177.50
MD of Bornyville No.87  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  MD of Bornyville No.87  Shankowski Pit Bornyville Yard Des 2 Class 16  Des 2 Class 16	2020/04/29	188830			Shankowski Pit	Bonnyville Yard	Class 1	85.16
MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille No.87 Shankowski Pit Bornywille Yard Dees 2 Class 16 MD of Bornywille	2020/04/29	18/066			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	112.34
MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Dees 2 Class 16 MD of Bornyville	2020/04/29	18/084			Shankowski Pit	Bonnyville Yard	Class 1	166.86
MD of Bormyville No.87 Strankowski Pit MD of Bormyville Vard Dess 2 Classs 16 Dess 2 Class 16 Dess	2020/04/29	187224				Bonnyville Yard	Class 1	80.10
MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville No.87 Shankowski Pit Bennyville Yard Des 2 Class 16 MD of Bennyville Yard Des 2 Class 16 MD of Bennyville Yard Des 2 Class 16 MD of Bennyville Yard Des 2 Class 16 MD	2020/04/29	18/238			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	227.13
MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bornyville Yard Des 2 Class 16 MD of Born	2020/04/29	18/685			Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.18
MD of Bornyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bornyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16 MD of Bonnyville No.87 Shankowski Pit Bonnyville Yard Des 2 Class 16	2020/04/29	188089				Bonnyville Yard	Des 2 Class 16	193.69
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# JMB Crushing Systems ULC

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Sworn before me this

A Commissioner for Oales in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

Order Rule 9.1

COURT FILE NO .:

2001-05482

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, RSC 1985, c C-36, as amended

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

2161889 ALBERTA LTD.

APPLICANT

JMB CRUSHING SYSTEMS INC.

DOCUMENT

ORDER - LIEN CLAIMS - MD of BONNYVILLE

ADDRESS FOR SERVICE AND

Gowling WLG (Canada) LLP 1600, 421 – 7<sup>th</sup> Avenue SW

CONTACT

Calgary, AB T2P 4K9

INFORMATION OF PARTY

Attn:

Tom Cumming/Caireen E. Hanert/Alex Matthews

FILING THIS

Phone:

403.298.1938/403.298.1992/403.298.1018

DOCUMENT

Fax:

403,263,9193

File No.: A163514

DATE ON WHICH ORDER WAS PRONOUNCED:

May 20, 2020

LOCATION AT WHICH ORDER WAS MADE:

Calgary Court House

NAME OF JUSTICE WHO MADE THIS ORDER:

Madam Justice K.M. Eidsvik

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

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

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

### **Definitions**

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

05.46-2378

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 5 TOWNSHIP 61
SECTION 19
OUARTER NORTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 8622670 ROAD 0.416 1.03

B) PLAN 0023231 DESCRIPTIVE 2.02 4.99

C) PLAN 0928625 SUBDIVISION 20.22 49.96

**EXCEPTING THEREOUT ALL MINES AND MINERALS** 

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

## Stay of Lien Claims

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

### **Claims Process**

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

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

05:16-2381

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

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

## **Disputed Amount**

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

J.C.C.O.B.A.

## Schedule "A" Lien Notice

Cla	imant:				
Ad	dress fo	or Notices:		***************************************	
Tel	ephone	:			
Fax	:				
Em	ail:				
l,		residing	in the(city, town, etc.)	of	
		•			
		in the Prov	rince of		
	(name	e of city, town, etc.)	(name of province)		
do h	ereby c	ertify that:			
1.		am the Claimant			
OR		am the(title/position)	_ of the Claimant		
2.	I hav	e knowledge of all the circumstances	s connected with the claim referred to i	n this Lien	
	Notic	ee form.			
3.	The (	Claimant has a valid			
	(a)	Builders' Lien Claim in the amo	ount of \$ arisin	g pursuant	
		to work done or materials furnished	ed on behalf of JMB Crushing Systems	s Inc.	
	(b)	Subrogated Claim in the amount	of \$arisin	g pursuant	
		to work done or materials furnished	ed on behalf of JMB Crushing Systems	s Inc.	
4.	Attached hereto as Schedule "A" is an affidavit setting out the full particulars o				
	Claimant's builders' lien claim or subrogated claim, including all applicable contract				



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

DATED at	(location)	, this	day of May, 2020.	
	Witness			
Name:			Name:	

Must be signed and witnessed

05.1.6-2384

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

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



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

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

Rural: 1-800-749-9989

By email: tom.cumming@gowlingwlg.com

By email: <a href="mailto:caireen.hanert@gowlingwlg.com">caireen.hanert@gowlingwlg.com</a>
By email: <a href="mailto:alex.matthews@gowlingwlg.com">alex.matthews@gowlingwlg.com</a>

Your File:

Our File:

5448 RBH

June 26, 2020

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

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

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

Attention: Pantelis Kyriakakis

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

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

By email: jim.scott@scottlaw.ca

By email: scollins@mccarthy.ca

By email: pkyriakakis@mccarthy.ca

By email: mputnam@putnamlawson.ca

Dear Counsel;

Re: JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.

Action No. 2001-05482

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

## **HAJDUK GIBBS LLP PAGE 2**

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

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

Thank you.

Yours truly,

HAJDUK GIBBS LLP

Per

RICHARD B. HAJDUK

Barrister & Solicitor

Mm/ enclosures

Form 27

[Rules 6.3, 5.5, and 5.12]

Clerk's Stamp

COURT FILE NUMBER

2001-05482

COURT

COURT OF QUEEN'S BENCH OF

**ALBERTA** 

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, RSC 1985, c.

C-36, as amended

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF JMB CRUSHING

SYSTEMS INC. and 2161889

ALBERTA LTD.

**APPLICANTS** 

JMB CRUSHING SYSTEMS INC. and

2161889 ALBERTA LTD.

DOCUMENT

APPLICATION BY JERRY

SHANKOWSKI and 954441 ALBERTA

LTD.

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT HAJDUK GIBBS LLP Barristers & Solicitors #202 Platinum Place 10120-118 Street

Edmonton, Alberta, T5K 1Y4
ATTENTION: Richard B. Hajduk

Ph. (780) 428-4258 Fax. (780) 425-9439 File No.: 5448 RBH

## **NOTICE TO RESPONDENT(S)**

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

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

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

Date

\_\_, 2020

Time

10:00 A.M.

Where

Calgary Courts Centre

Before Whom

The Honourable Madam Justice K.M. Eidsvik in Chambers

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

## Remedy claimed or sought:

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

**FIRST MERIDIAN 4 RANGE 7 TOWNSHIP 56 SECTION 21** QUARTER NORTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1722948 - ROAD 0.417 1.03 **EXCEPTING THEREOUT ALL MINES AND MINERALS** AND THE RIGHT TO WORK THE SAME SECOND **MERIDIAN 4 RANGE 7 TOWNSHIP 56 SECTION 21** QUARTER SOUTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1722948 - ROAD 0.417 1.03 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME (the "Lands");

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

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

## Grounds for making this application:

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

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

- 12. Neither of the RBEE Lien or the J.R. Paine Lien specifies or alleges that any work or services were requested, expressly or impliedly, by either Shankowski or 945441, contrary to s. 34(2)(a)(ii) and s. 34(2)(a)(iii) of the *Builders' Lien Act*, being c. B-7 of the Revised Statutes of Alberta 2000, and any amendments thereto ("BLA"), and therefore does not allege that either Shankowski or 945441 is an "owner" of the Lands within the meaning of the *BLA*.
- 13. The Eidsvik May 20 Order provides a separate protocol for builders' lien claims against any interest of JMB in any lands in relation to the Contract between JMB and the MD of Bonnyville.
- 14. The deadline for registering each of the RBEE Lien and the J.R. Paine Lien has expired and neither of the RBEE Lien nor the J.R. Paine Lien can be amended or saved by an Order of the Court under s. 37 of the *BLA*.
- 15. Such further and other grounds as may appear from the evidence.

### Material or evidence to be relied on:

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

## Applicable rules:

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

### Applicable Acts and regulations:

18. Alberta Rules of Court;

19. Builders' Lien Act.

## Any irregularity complained of or objection relied on:

20. Not applicable.

## How the application is proposed to be heard or considered:

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

## WARNING

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

Clerk's Stamp

COURT FILE NUMBER

2001-05482

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC

1985, c. C-36, as amended

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

**APPLICANTS** 

JMB CRUSHING SYSTEMS INC. and

2161889 ALBERTA LTD.

DOCUMENT

**AFFIDAVIT OF JERRY SHANKOWSKI** 

ADDRESS FOR SERVICE

AND CONTACT

INFORMATION OF PARTY FILING THIS DOCUMENT

HAJDUK GIBBS LLP Barristers & Solicitors #202 Platinum Place 10120 – 118 Street NW Edmonton, AB, T5K 1Y4

Attention: Richard B. Hajduk

Ph. 780-428-4258 Fax. 780-425-9439 **FILE NO.: 5448 RBH** 

### **AFFIDAVIT OF JERRY SHANKOWSKI SWORN JUNE 26, 2020**

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

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

flow through to the shareholders. It is pursuant to the attached Aggregates Royalty Agreement that JMB has been removing and selling aggregates, including gravel and sand from the Pit on my Lands referred to in the Aggregates Royalty Agreement on SW-21-56-7-W4 (the "Shankowski Pit"). Although I own the Lands personally, I carry on business through 945441.

- 3. Attached and marked as **Exhibit "B"** to this my Affidavit is a true copy of title to my said Lands which my lawyers recently obtained, which shows 2 Builders' Liens registered against my Lands.
- 4. Attached and marked **Exhibit "C"** to this my Affidavit is a true copy of a Builders' Lien Statement of Lien which was provided to me by Alberta Land Titles Office regarding the Lien filed by RBEE Aggregate Consulting Ltd. ("RBEE").
- 5. Attached and marked **Exhibit "D"** to this my Affidavit is a true copy of a Builders' Lien Statement of Lien which was obtained by my lawyers from Alberta Registries regarding the Lien filed by J.R. Paine & Associates Ltd. ("J.R. Paine") (as the copy of the Statement of Lien which was provided to me by Alberta Land Titles Office appeared to be incomplete).
- 6. I believe that each of the Liens filed is invalid as being contrary to the spirit and intent of the Order granted in this Action by the Honourable Madam Justice K.M. Eidsvik ("Justice Eidsvik") on May 20, 2020 ("Eidsvik May 20 Order"), establishing a builders' lien protocol regarding actual and potential lien claims regarding the Contract between JMB and the Municipal District of Bonnyville No. 87 ("MD of Bonnyville"). Attached and marked Exhibit "E" to this my Affidavit is a true copy of the Eidsvik May 20 Order.
- 7. I believe that each of the Liens filed could have, and properly should have, been filed against the lands of the MD of Bonnyville, instead of being filed against my Lands, and in any event should be subject to the Builders' Lien protocol established under the Eidsvik May 20 Order.
- 8. Neither I nor 945441 requested, expressly or implicitly, any materials or services to be provided respecting an improvement on my Lands. Rather, if anyone requested materials or services to be provided, it would have been JMB. There are no buildings or other permanent structures on my Lands. Neither I nor 945441 have had any interaction with RBEE or J.R. Paine to date, other than receiving the notifications of the builders' liens from the Land Titles Office. I am advised by my lead lawyer, Richard B. Hajduk ("Hajduk") and do verily believe that there is a significant issue as to whether I or 945411 is an "owner" within the meaning of the Builders' Lien Act (Alberta) ("BLA") regarding the Liens registered by RBEE and J.R. Paine because of the facts that neither I nor 945441 requested any materials or services to be provided respecting an improvement on my Lands.
- 9. Further, it is my understanding that the materials or services provided by RBEE and J.R. Paine, respectively, would have been provided on or respecting an improvement

- on the Lands of MD of Bonnyville and not on or in respect of an improvement on my Lands.
- 10. With respect to the Lien registered by RBEE, the claimed services are stated to be "Aggregate (gravel) crushing work".
- 11. With respect to the Lien registered by J.R. Paine, the claimed services are stated to be "inspection of aggregate".
- 12. Before aggregate can be crushed, it has already been extracted from the Lands and no longer is affixed to or part of the Lands, but rather has become moveable property or chattel.
- 13. Before aggregate can be inspected, it has already been both extracted from the Lands and crushed, which again means it is no longer affixed to or part of the Lands, but rather has become moveable property or chattel.
- 14. There have been no "improvements" added to my Lands by either RBEE or J.R. Paine, and there were no "improvements" on my Lands prior to the supply of services by either RBEE or J.R. Paine.
- 15.To the best of my knowledge, information and belief, neither RBEE nor J.R. Paine provided services on or in respect of an "improvement" on my Lands, but rather provided services in respect of moveable property, being the aggregate that had by that time already been extracted from my Lands.
- 16. Under the Aggregates Royalty Agreement, JMB pays 945441 certain royalty rates for different kinds of aggregate based on type and size. 945441 does not get paid until the aggregate is removed from my Lands.
- 17. As far as I understand, the royalties paid are effectively a form of rent for the use of my Lands.
- 18. Neither I nor 945441 received any notice under the *BLA* which I understand would have been required to make either 945441 or myself liable for any work or materials supplied on or in respect of an improvement on my Lands if either I or 945441 were a normal landlord or lessor.
- 19. Each of the RBEE Lien and the J.R. Paine Lien claims a Lien in the fee simple estate of the Lands. In addition, the J.R. Paine Lien claims that the fee simple estate in the lands is owned by the MD of Bonnyville, which is not true in respect of my Lands. A copy of the title to my Lands is attached to the J.R. Paine Lien as Schedule "B", but the first page of the J.R. Paine Lien claims a lien in the fee simple estate and indicates that the fee simple estate is owned by the MD of Bonnyville. I am the registered owner of the fee simple interest in the Lands, which I hold in trust for 945441. The MD of



Bonnyville does not own any interest in my Lands, including but not limited to the fee simple estate.

- 20. Neither the RBEE Lien nor the J.R. Paine Lien alleges that any work or services were provided at the request, expressly or impliedly, of either myself or 945441, and does not allege that either myself or 945441 is an "owner" of the Lands within the meaning of the *BLA*, by which I understand it would be necessary to allege that the services were provided at the request, expressly or impliedly, of myself or 945441, respectively.
- 21.Each of the RBEE Lien and the J.R. Paine Lien alleges that any services were provided at the request of JMB and not either myself or 945441.
- 22. In addition, the J.R. Paine Lien alleges that the services were provided at the request of both JMB and the MD of Bonnyville.
- 23.I am advised by Hajduk and do verily believe that it is too late for either RBEE or J.R. Paine to claim a builders' lien pursuant to the protocol established by the Eidsvik May 20 Order, as the RBEE Lien alleges that the last services were provided on April 8, 2020, and the J.R. Paine Lien alleges that the last services were provided on April 6, 2020.
- 24.1 make this Affidavit in support of an application for an Order discharging the builders' liens registered by RBEE and J.R. Paine from the Titles to my Lands and invoking s. 191(3)(b) of the Land Titles Act in respect of the order sought.

SWORN BEFORE ME on the 26<sup>th</sup> day of June, 2020 at Edmonton, in the Province of Alberta.

A Commissioner for Oaths in and for Alberta

JÉŔRY SHANKOWSKI

)

RICHARD B. HAJDUK Barrister & Solicitor

A Commissioner for Or and for the Province of AGGREGATES ROYALTY AGREEMENT  This EXCLUSIVE AGREEMENT is made as of the	,			This is Exhibit " Referred to in the Afficiant the Afficia
Detober AD 2018  BETWEEN JMB CRUSHING SYSTEMS ULC (hereinafter referred to as "JMB")  And  Jerry Shankowski (945441 Alberta Ltd.) (full names and/or complete company name)  7727 81 Avenue Edmonton, AB T6C 0V4 (full postal address)  (hereinafter referred to as "the Vendor")  WHEREAS the Vendor is the Registered Owner (registered owner, purchaser, lessee or otherwise)  SW 21-56-7-W4  (legal land description)  (hereinafter referred to as "the Lands") shown outlined on the plan contained herein and said to contain Hectares (160 Acres) more or less,  NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual terms and conditions hereinafter contained, JMB and the Vendor agree as follows:  ARTICLE 1 DEFINITIONS  In this Agreement:  1. "Aggregates" means, with respect to naturally occurring unprocessed material considered in builk as mixtures of particles of different sizes, those materials commonly referred to as builders cobbles, gravel, sand and silt and all other granular materials of little or no plasticity such as are commonly used in the surfacing of roads and the construction of drainage works  2. "Gravel" means that the type of Aggregate such that, on average, half or less by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.  3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.		AGGREGATES ROYA	LTY AGREEMEN	and for the Province of A
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(hereinafter referred to as "JMB")  And  Jerry Shankowski (945441 Alberta Ltd.) (full names and/or complete company name)  7727 81 Avenue Edmonton, AB T6C 0V4 (full postal address)  (hereinafter referred to as "the Vendor")  WHEREAS the Vendor is the				
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(full names and/or complete company name)  7727 81 Avenue Edmonton, AB T6C 0V4 (full postal address)  (hereinafter referred to as "the Vendor")  WHEREAS the Vendor is the Registered Owner (registered owner, purchaser, lessee or otherwise)  SW 21-56-7-W4  (legal land description)  (hereinafter referred to as "the Lands") shown outlined on the plan contained herein and said to contain Hectares (150 Acres) more or less,  NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual terms and conditions hereinafter contained, JMB and the Vendor agree as follows:  ARTICLE 1 DEFINITIONS  In this Agreement:  1. "Aggregates" means, with respect to naturally occurring unprocessed material considered in bulk as mixtures of particles of different sizes, those materials commonly referred to as boulders coubles, gravel, and and silt and all other granular materials of little or no plasticity such as are commonly used in the surfacing of roads and the construction of drainage works.  2. "Gravel" means that the type of Aggregate such that, on average, half or less by weight of the constituent particles will pass an opening 1.6mm (about one axteenth of an inch) square.  3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent particles will pass an opening 1.6mm (about one axteenth of an inch) square.		And		
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WHEREAS the Vendor is the		7727 81 Avenue Edmonton, AB T6C (full postal address)	ov4	
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3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent	2. "Gravel" me	ans that the type of Aggregate such that.	on average, half or le	ss by weight of the
	3. "Sand" mean	s that type of Aggregates such that, on a	verage more than half	
A CONTROL OF THE CONT	1.1			

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

### ARTICLE II ACCESS TO AGGREGATES

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

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

Overburden and waste material will be disposed of or piled in such a manner as to facilitate weed control

### ARTICLE III WEED CONTROL

wherever such disposal or piling is practicable.

ARTICLE IV ROYALTY RATES ESTABLISHED

1. JMB shall pay to the Vendor

dollars per CUBIC YARD) of accepted GRAVEL removed from the Lands.

2. JMB shall pay to the Vendor

dollars per CUBIC YARD) of accepted SAND removed from the Lands.

3. JMB shall pay the vendor

dollars per CUBIC YARD) of accepted SAND dollars per TONNE

dollars per CUBIC YARD of pea gravel removed from the Lands.

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

### ARTICLE V MEASUREMENT OF AGGREGATES

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

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

### ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:
1 Unaccepted materials stripped from the Lands or rejected during processing.

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

### ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

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

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

### ARTICLE IX REMAINING STOCKPILES Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them. ARTICLE X TERM OF THIS AGREEMENT The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours .AD 2028 . of October\_ at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above. THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO: JMB CRUSHING SYSTEMS ULC PER:

**EXECUTED BY THE VENDORS:** 

PER

TITLE NUMBER

**472** 269 783 +5



#### LAND TITLE CERTIFICATE

S

LINC SHORT LEGAL

0037 711 520 4;7;56;21;NW

0037 711 538 4;7;56;21;SW

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A Commissioner for Dains in RICHARD B. HAJDUK

and for the Province of Alberta Barrister & Solicitor

A) PLAN 1722948 - ROAD

0.417 1.03

This is Exhibit

VPeterred to in the Afficavit of

Sworn-before me this

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER SOUTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD

0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 152 341 245 +2

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

172 269 783 16/10/2017 ROAD PLAN

OWNERS

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

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 172 269 783 +5

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS 

862 021 825 30/01/1986 UTILITY RIGHT OF WAY

GRANTEE - ALBERTA POWER LIMITED.

AS TO PORTION OR PLAN: 4286BM

972 235 435 08/08/1997 CAVEAT

RE : RIGHT OF WAY AGREEMENT

CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

AGENT - DONNA FELLOWS

AFFECTED LAND: 4;7;56;21;SW

(DATA UPDATED BY: CHANGE OF NAME 042462560)

202 104 972 13/05/2020 BUILDER'S LIEN

LIENOR - J.R. PAINE & ASSOCIATES LTD.

C/O SCOTT LAW 17505 106 AVE

EDMONTON

ALBERTA T5S1E7

AGENT - JOHN SCHRODER

AMOUNT: \$64,207

202 106 447 15/05/2020 BUILDER'S LIEN

LIENOR - RBEE AGGREGATE CONSULTING LTD.

C/O PUTNAM & LAWSON 9702-100 STREET MORINVILLE

ALBERTA T8R1G3

AGENT - MAXWELL C PUTNAM

AMOUNT: \$1,270,791

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 27 DAY OF MAY, 2020 AT 08:27 A.M.

ORDER NUMBER: 39376248

CUSTOMER FILE NUMBER: 5448

\*END OF CERTIFICATE\*

PAGE 3 # 172 269 783 +5

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

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



## Government of Alberta ₪ Land Titles

FORM A

. 318	tement of Lien
Lienholder RBEE Aggregate Consulting Ltd.	Ę.
Address 2100, 222 - 3 Avenue SW	
Calgary	
Alberta T2P 0B4	
claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some o	ther type of estate
or interest applies)	
Name Jerry Shankowski	
Address 7727 - 81 Avc NW	This is Exhibit "C"
Edmonton	Referred to in the Affidavit of
Alberta T6C 0V4	AND TONORO
In the following land:	Swern before me this
See attached Schedule "A".	20 Day of (1) 10 / . 20
	Alexander John May
	A Commissioner for Outres in
	and for the Prevince of Albert
The Lien is claimed in respect of the following work or materials:	RICHARD B. HAJDU
Aggregate (gravel) crushing work	Barrister & Solicitor
Suite 2600, 595 Burrard Street, PO Box 49314 Vancouver British Columbia V7X 1L3	
This lien is in respect of an improvement to an oil or gas well, or to an oil or gas which the lien may be registered in the Land Titles Office not later than 90 days that the work was completed or the materials were last furnished.	s well site, for s from the last day
a) The work was completed or the materials were last furnished:	
on April 6, 2020	
- OR -	
b) The work is <u>not</u> yet completed or all the materials have <u>not</u> yet been fun	nished.
The sum claimed as due or to become due is \$\frac{1,270,791.71}{2}	· ·
The address for service of the Lienholder in the Province of Alberta is	
Putnam & Lawson	
9702 - 100 Street	
Morinville, Alberta TBR 1G3	· ·
·	
this 14 day of May 2020 (Signature of Lienholder	-ar Agent)

REG 3020 (Rev. 2004/04)

MAXWELL C. PUTNAM BARRISTER & SOLICITOR



### SCHEUDLE "A" Fee Simple Interest

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

# ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

**IMAGE OF DOCUMENT REGISTERED AS:** 

202104972

ORDER NUMBER: 39377578

This is Exhibit "\_\_ degreed to in the Affi

Other ODE

A Commissioner for Oable in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

### **ADVISORY**

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

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

### Government of Alberta & Land Titles

FORM A

	Statement of Liei
Lie	I.R. Paine & Associates Ltd.  17505 106 Avenue Edmonton, Alberta, 'T'SS 1E7
or ii	a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate rest applies)
Nar Add	The Municipal District of Bounyville No. 87  4905-50 Avenue, Bag 1010  Bonnyville, Alberta T9N 2.17
i i	following land: ATTACHED SCHEDULE A, SCHEDULE B, AND SCHEDULE C
	en is claimed in respect of the following work or materials: ork provided by the Claimant was the testing of aggregate materials.
	work or materials were or are to be provided for: of Person or Corporation: JMB Crushing Systems Inc., The Municipal District of Bonnyville No. & 8 4905 - 50 Avenue, Bag 1010 Bonnyville, Alberta T9N 2J7
	This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished.
E	The work was completed or the materials were last furnished:     April 8, 2020
	- OR - b) The work is <u>not</u> yet completed or all the materials have <u>not</u> yet been furnished.
The	n claimed as due or to become due is \$64,207.50
e/o :	dress for service of the Lienholder in the Province of Alberta is off Law - 106 Avenue ton, AB TSS 1E7
this	day of May 2020 (Signature of Lienholder or Agent)
it	dmonton, Alberta.

REG 3020 (Rev. 2004/04)

# Government of Alberta M

FORM B

Land Titles	Affidavit Verifyin	g Oranii by Lightiolog
John Schroder	Vice President	
Edmonton		, Albert
named in the above (or annexed) state	ement make oath and say that the said c	laim is
	·	
rue.	<del></del>	
worn before me at Edmonton	, Alberta	٨
n the <sup>12</sup> day of <sup>May</sup>	. 2020	W
$\sim 10$	Heidy Tolentino A Commissioner for Oaths in and for the Province of Aberta  My Commission Englishmen of Commissioner)	ignature of Applicant)
CON.	for the Province of Alberta  My Generalistical Explication May 18, 20	May 18, 2023
ommissioner for Oaths in and for Alberta	"" (PHAT of Staffip Name of Commissioner)	(Expiry Date of Commission or Office)
	- OR -	
Government		
of Alberta M		
Land Titles		FORM
	Affidavit Verifying Claim by C	
'	'	'
		, Alberta
of	,	, Alberta
		, Alberta
of make oath and say:		, Alberta
ofond say: make cath and say: 1. That I am the agent (or assignee)		
of make cath and say: 1. That I am the agent (or assignee)	of statement and have full knowledge of the	
ofond say:  1. That I am the agent (or assignee)  named in the above (or annexed)	of statement and have full knowledge of the	
of	of statement and have full knowledge of the	
make oath and say:  1. That I am the agent (or assignee)  named in the above (or annexed) the above (or annexed) statement.  - OR -  I am informed by	of statement and have full knowledge of the	e facts set forth in
named in the above (or annexed) the above (or annexed) statement. OR - I am informed by and believe that the facts are as se	of statement and have full knowledge of the et forth in the above (or annexed) statem	e facts set forth in
named in the above (or annexed) the above (or annexed) the above (or annexed) statement. OR - I am informed by and believe that the facts are as se	of statement and have full knowledge of the	e facts set forth in
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named in the agent (or assignee)  named in the above (or annexed) the above (or annexed) statement.  OR - I am informed by and believe that the facts are as see. That the said claim is true (or when that the said claim is true).	of statement and have full knowledge of the et forth in the above (or annexed) statem n deponent has been informed, that I bel	e facts set forth in ent.

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

REG 3020 (Rev. 2004/04)





### SCHEDULE A

LAND TITLE CERTIFICATE

S

LINC

SHORT LEGAL

0034 014 183

0928625;1;1

TITLE NUMBER 102 054 177

LEGAL DESCRIPTION

PLAN 0928625

BLOCK 1

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 20.22 HECTARES (49.96 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;5;61;19;NE

MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

REFERENCE NUMBER: 092 310 481

REGISTERED OWNER (S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE

CONSIDERATION

102 054 177 17/02/2010 TRANSFER OF LAND \$600,000 SEE INSTRUMENT

OWNERS

THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87.

OF 4905-50 AVE, BAG 1010

BONNYVILLE

ALBERTA T9N 2J7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

002 241 364 21/08/2000 CAVEAT

RE : ROAD WIDENING

CAVEATOR - THE MUNICIPAL DISTRICT OF BONNYVILLE NO.

87.

BAG 1010

BONNYVILLE

ALBERTA T9N2J7

AGENT - ROBERT A DOONANCO

( CONTINUED )

05:16-2413

#### ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

\_\_\_\_\_

# 102 054 177

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

092 310 470 01/09/2009 CAVEAT

RE : ROADWAY

CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF

AS REPRESENTED BY MINISTER OF TRANSPORTATION

2ND FLOOR, TWIN ATRIA BUILDING

4999 - 98 AVENUE NW

EDMONTON

ALBERTA T6B2X3

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY, 2020 AT 01:53 P.M.

ORDER NUMBER: 39303053

CUSTOMER FILE NUMBER: JR Paine



### \*END OF CERTIFICATE\*

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### SCHEDULE B

#### LAND TITLE CERTIFICATE

LINC

SHORT LEGAL

0037 711 520 4;7;56;21;NW

0037 711 538

4;7;56;21;SW

TITLE NUMBER 172 269 783 +5

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD

0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER SOUTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS 1.03

A) PLAN 1722948 - ROAD

0.417

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 152 341 245 +2

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE

CONSIDERATION

172 269 783 16/10/2017 ROAD PLAN

OWNERS

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

( CONTINUED )



ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 172 269 783 +5

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

862 021 825 30/01/1986 UTILITY RIGHT OF WAY

GRANTEE - ALBERTA POWER LIMITED.

AS TO PORTION OR PLAN: 4286BM

972 235 435 08/08/1997 CAVEAT

RE : RIGHT OF WAY AGREEMENT

CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

AGENT - DONNA FELLOWS

AFFECTED LAND: 4;7;56;21;SW

(DATA UPDATED BY: CHANGE OF NAME 042462560)

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY, 2020 AT 02:07 P.M.

ORDER NUMBER: 39303296

CUSTOMER FILE NUMBER: JR Paine

### \*END OF CERTIFICATE\*

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### SCHEDULE C

LAND TITLE CERTIFICATE

LINC

SHORT LEGAL

4;7;56;16;NW

TITLE NUMBER

172 269 783 +2

LEGAL DESCRIPTION

0037 711 496

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 16

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 4286BM - ROAD

0.0004 0.001

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

1.21

C) PLAN 1722948 - ROAD

0.360

0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 072 148 823

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE

VALUE

CONSIDERATION

172 269 783 16/10/2017 ROAD PLAN

OWNERS

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

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

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 172 269 783 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

882 162 859 19/07/1988 CAVEAT

RE : EASEMENT

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CAVEATOR - JIMMY DAVID YARMUCH

BOX 645

ELK POINT

ALBERTA TOA1AO

(DATA UPDATED BY: TRANSFER OF CAVEAT

012383325)

972 003 876 06/01/1997 CAVEAT

RE : SURFACE LEASE

CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

AGENT - DONNA FELLOWS

(DATA UPDATED BY: CHANGE OF NAME 042462572)

972 229 534 05/08/1997 UTILITY RIGHT OF WAY

GRANTEE - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

(DATA UPDATED BY: CHANGE OF NAME 042463878)

002 170 374 20/06/2000 CAVEAT

RE : ROYALTY AGREEMENT

CAVEATOR - JMB CRUSHING SYSTEMS LTD.

P O BOX 478 ELK POINT

ALBERTA TOA1A0

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY, 2020 AT 02:07 P.M.

ORDER NUMBER: 39303296

CUSTOMER FILE NUMBER: JR Paine

\*END OF CERTIFICATE\*



PAGE 3 # 172 269 783 +2

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202104972 REGISTERED 2020 05 13
BUIL - BUILDER'S LIEN
DOC 1 OF 1 DRR#: 8153BB1 ADR/TJOHNSON
LINC/S: 0034014183 +

<u>05.16-2420</u>

Order

NTRE OF

I hereby certify this to be a true copy of

the original Order

21 day of May 2020

for Clerk of the Court

Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

This is Exhibit "

COURT FILE NO.:

2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE **CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORINV #501099

ARRANGEMENT ACT, RSC 1985, c C-36, as amended

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

2161889 ALBERTA LTD.

**APPLICANT** JMB CRUSHING SYSTEMS INC.

DOCUMENT ORDER - LIEN CLAIMS - MD of BONNYVILLE

**ADDRESS FOR** Gowling WLG (Canada) LLP SERVICE AND 1600, 421 - 7th Avenue SW

CONTACT

Calgary, AB T2P 4K9 **INFORMATION** 

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

Phone: 403.298.1938/403.298.1992/403.298.1018 **FILING THIS** 

Fax: 403.263.9193 DOCUMENT

File No.: A163514

DATE ON WHICH ORDER WAS PRONOUNCED: May 20, 2020

LOCATION AT WHICH ORDER WAS MADE: Calgary Court House

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

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

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

CAL\_LAWN 365432218

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

### **Definitions**

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

CAL\_LAWN 3654322\8

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 5 TOWNSHIP 61
SECTION 19
OUARTER NORTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 8622670 ROAD 0.416 1.03

B) PLAN 0023231 DESCRIPTIVE 2.02 4.99

C) PLAN 0928625 SUBDIVISION 20.22 49.96

C) PLAN 0928625 SUBDIVISION 20.22 49 EXCEPTING THEREOUT ALL MINES AND MINERALS

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

<sup>0</sup>5.16-2424

### Stay of Lien Claims

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

### **Claims Process**

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

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

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

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

### **Disputed Amount**

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

J.C.C.O.B.A.

CAL\_LAWN 3654322\8

05-16-2427

### Schedule "A" Lien Notice

Cla	imant:			<del></del>
Ad	dress fo	pr Notices:		
Tel	ephone	:		
Fax	<b>:</b>			<del></del>
Em	ail:	THE TAX AND MANAGEMENT AND ADDRESS OF THE PARTY OF THE PA	The second district and the second	gradelika karuan ing
1,		residing in the _	(city, town, etc.)	_ of
		(name)	(city, town, etc.)	_
		in the Province of coffity, town, etc.)		_
	(nam	e of city, town, etc.)	(name of province)	
do b	ereby c	ertify that:	•	
1.		I am the Claimant		
OR		am the of the of the	e Claimant	
2.		re knowledge of all the circumstances connected form.	cted with the claim referred to in th	is Lien
3.	The	Claimant has a valid		
	(a)	Builders' Lien Claim in the amount of	B arising p	ursuant
		to work done or materials furnished on be	ehalf of JMB Crushing Systems In	c.
	(b)	Subrogated Claim in the amount of \$	arising pu	ırsuant
		to work done or materials furnished on be	ehalf of JMB Crushing Systems Inc	C.
4.	Attac	ched hereto as Schedule "A" is an affiday	it setting out the full particulars	of the
	Clain	nant's builders' lien claim or subrogated c	laim, including all applicable cor	itracts,

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

DATED at		, this day of May, 2020.
<del>u</del>	(location)	The second secon
		STATE OF THE PROPERTY OF THE P
	Witness	
Name:		Name:

Must be signed and witnessed

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

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



JERRITT R. PAWLYK

Direct Line: 780 421 2477

Email Address: jpawlyk@bmllp.ca

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

OUR FILE NO. 110151-003

July 6, 2020

VIA EMAIL

See attached service list

WITHOUT PREJUDICE

Dear Sirs and Mesdames:

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

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

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

### **Background**

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

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

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

### Shankowski's Application

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

Page 2 July 6, 2020

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

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

### A. Work Not Directed by Shankowski

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

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

- (2) The statement of lien shall set out
  - (a) the name and residence of

..

- (ii) the owner or alleged owner, and
- (iii) the person for whom the work was or is being done or the materials were or are being furnished,

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

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

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

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

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

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

Page 3 July 6, 2020 owner because he requested, rather expressly, that JMB perform work in respect of his land,

with his privity and consent, and to his benefit.

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

# B. The Eidsvik May 20 Order

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

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

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

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

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

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

We trust you find the enclosed to be in order.

Yours truly,

**BISHOP & MCKENZIE LLP** 

Per:

JERRITT R. PAWLYK

JRP/ji

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

### Service List

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Counsel for Jerry Shankowski and 945441

Alberta Ltd.

Gowling WLG (Canada) LLP

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Attention: Caireen E. Hanert

Attention: Alex Matthews

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Attention: Pantelis Kyriakakis

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By email: <a href="mailto:scollins@mccarthy.ca">scollins@mccarthy.ca</a>

Counsel for the Monitor, FTI Consulting

Canada Inc.

**Scott Law** 

17505 - 106 Avenue Edmonton, Alberta, T5S 1 E7

Attention: James R. Scott By email: jim.scott@scottlaw.ca

Counsel for J.R. Paine & Associates Ltd.

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

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

October 14, 2020

### Parties:

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

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

Attention: Byron Levkulich, CFA, CPA

Denver, CO 80209

E-mail: Byron.Levkulich@RLHoldings.com

### Counsel:

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

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

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

Attention: Tom Cumming

Email: tom.cumming@gowlingwlg.com

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

# Reference is made to the following:

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

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

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

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

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

05.16-2437

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

The parties hereby agree to the forgoing.

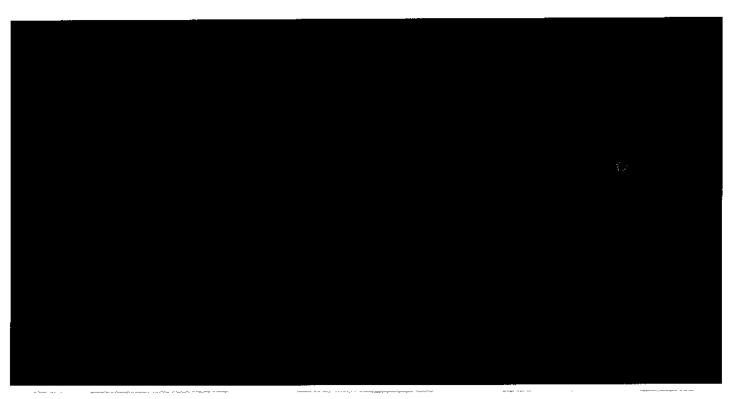
Mantle Materials Group, Ltd.		
By:		
Byun Leskalish		
Byrofi Levkulich		
Byron Levkulich President- bircolor		
<u> </u>		
Witness:	Jerry Shankowski	
945441 Alberta Ltd. By:		
Jerry Shankowski		

President and Sole Director

	(iv) the Liens shall have been discharged from title to the Royalty Lands; and
	(iv) the Liens shall have become a "registered holder" in accordance with the Reclamation Legislation.
(g)	All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
(h)	This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.
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THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT OF BLAKE ELYEA SWORN BEFORE ME THIS 20<sup>TH</sup> DAY OF NOVEMBER, 2020

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



From: Richard Hajduk < richard@hajdukllp.com>

Sent: October 20, 2020 6:41 AM

**To:** Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; Cumming, Tom <Tom.Cumming@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkyriakakis@mccarthy.ca>

Cc: Jerritt Pawlyk < JPawlyk@bmllp.ca>; Misty McTaggart < misty@hajdukllp.com>; Lauren Pearson

<LPearson@bmllp.ca>; Jessica Van Mulligen <JVanMulligen@bmllp.ca>; Monica V. Tran <MTran@bmllp.ca>; Arjun Deol <ADeol@bmllp.ca>

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

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### Good morning,

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

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

The grounds of the foregoing application would include that:

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



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

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

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

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

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

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

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

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

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

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

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

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

I am available to discuss this matter this morning.

I look forward to your early response.

Kind regards.

Thank you.

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk Barrister & Solicitor

Ph. 780-428-4258, ext. 238

Fax.780-425-9439

TF: 800-749-9989, ext. 238



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From: "Gray, Alison" < Alison. Gray@gowlingwlg.com >

Date: Monday, October 19, 2020 at 9:31 AM

To: Richard Hajduk < richard@hajdukllp.com >, Jerritt Pawlyk < JPawlyk@bmllp.ca >, "Hanert, Caireen"

< Caireen. Hanert@gowlingwlg.com >, "'Kyriakakis, Pantelis'" < pkyriakakis@mccarthy.ca >

Cc: Misty McTaggart < misty@hajdukllp.com >, Lauren Pearson < LPearson@bmllp.ca >, Jessica Van Mulligen

<<u>JVanMulligen@bmllp.ca</u>>, "Monica V. Tran" <<u>MTran@bmllp.ca</u>>, Arjun Deol <<u>ADeol@bmllp.ca</u>>

Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482];

Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Great. I will get the court reporter booked asap.

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

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1	-

From: Richard Hajduk < richard@hajdukllp.com>

Sent: October 19, 2020 9:06 AM

To: Jerritt Pawlyk <<u>JPawlyk@bmllp.ca</u>>; Gray, Alison <<u>Alison.Gray@gowlingwlg.com</u>>; Hanert, Caireen

< Caireen. Hanert@gowlingwlg.com >; 'Kyriakakis, Pantelis' < pkyriakakis@mccarthy.ca >

Cc: Misty McTaggart <misty@hajdukllp.com>; Lauren Pearson <LPearson@bmllp.ca>; Jessica Van Mulligen

<<u>JVanMulligen@bmllp.ca</u>>; Monica V. Tran <<u>MTran@bmllp.ca</u>>; Arjun Deol <<u>ADeol@bmllp.ca</u>>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application

before Justice Eidsvik on October 22, 2020 at 10:00 am

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

Thank you.

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk Barrister & Solicitor

05.16-2444

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From: Jerritt Pawlyk < <u>JPawlyk@bmllp.ca</u>>
Date: Monday, October 19, 2020 at 8:26 AM

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

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

Jerritt R. Pawlyk
Barrister & Solicitor
T 780.421.2477
£ JPawlyk@bmllp.ca

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Edmonton, Alberta T5J 1V3





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From: Richard Hajduk < <a href="mailto:richard@hajdukllp.com">richard@hajdukllp.com</a> Sent: Monday, October 19, 2020 7:52 AM

**To:** Gray, Alison < <u>Alison.Gray@gowlingwlg.com</u>>; Hanert, Caireen < <u>Caireen.Hanert@gowlingwlg.com</u>>; 'Kyriakakis, Pantelis' < pkyriakakis@mccarthy.ca>; Jerritt Pawlyk < <u>JPawlyk@bmllp.ca</u>>

Cc: Misty McTaggart < misty@hajdukllp.com>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application

before Justice Eidsvik on October 22, 2020 at 10:00 am

Good morning,

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

Thank you.

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk Barrister & Solicitor

Ph. 780-428-4258, ext. 238

Fax.780-425-9439

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From: "Gray, Alison" < Alison. Gray@gowlingwlg.com>

Date: Monday, October 19, 2020 at 7:23 AM

To: Richard Hajduk < richard@hajdukllp.com >, "Hanert, Caireen" < Caireen.Hanert@gowlingwlg.com >,

"'Kyriakakis, Pantelis'" <pkyriakakis@mccarthy.ca>, "'JPawlyk@bmllp.ca'" <JPawlyk@bmllp.ca>

Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al (Court File No. 2001-05482);

Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Hi Richard,

Our Affiants can be available the afternoon of the 20th, beginning at about 2 pm. Let me know if this works for you and 1 can book a court reporter.

Best,

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



From: Richard Hajduk < richard@hajdukllp.com>

Sent: October 18, 2020 12:43 PM

To: Hanert, Caireen < Caireen. Hanert@gowlingwlg.com >; 'Collins, Sean F.' < scollins@MCCARTHY.CA >; 'Kyriakakis, Pantelis' < <a href="mailto:pkyriakakis@mccarthy.ca">pkyriakakis@mccarthy.ca</a>; 'deryck.helkaa@fticonsulting.com</a>; 'tom.powell@fticonsulting.com' <tom.powell@fticonsulting.com>; 'Clark, Mike' <mike.clark@fticonsulting.com>; 'brandi.swift@fticonsulting.com' <<u>brandi.swift@fticonsulting.com</u>>; 'kmahar@millerthomson.com' <kmahar@millerthomson.com>; 'tom.gusa@dentons.com' <tom.gusa@dentons.com>; 'derek.pontin@dentons.com' <derek.pontin@dentons.com>; 'rzahara@mltaikins.com' <rrahara@mltaikins.com'>; 'jill.medhurst@justice.gc.ca' <<u>iill.medhurst@justice.gc.ca</u>>; 'tristen.cones@justice.gc.ca' <<u>tristen.cones@justice.gc.ca</u>>; 'smatheson@fieldlaw.com' <smatheson@fieldlaw.com>; 'dnowak@mltaikins.com' <dnowak@mltaikins.com>; 'eforys@mltaikins.com' <eforys@mltaikins.com>; 'terence@kmlawyers.net' <terence@kmlawyers.net>; 'jkent@rmrf.com' <jkent@rmrf.com>; 'rkrushelnitzky@fieldlaw.com' <<u>rkrushelnitzky@fieldlaw.com</u>>; 'lmiller@fieldlaw.com' <<u>lmiller@fieldlaw.com</u>>; 'Harvey@chaitons.com' < <a href="Harvey@chaitons.com">">Harvey@chaitons.com">">Harvey@chaitons.com"><a href="Harvey@chaitons.com">">Harvey@chaitons.com"><a href="Harvey@chaitons.com">">Harvey@chaitons.com"><a href="Harvey@chaitons.com">">Harvey@chaitons.com"><a href="Harvey@chaitons.com">">Harvey@chaitons.com"><a href="Harvey@chaitons.com">">Harvey@chaitons.com">">Harvey@chaitons.com"><a href="Harvey@chaitons.com">">Harvey@chaitons.com">">Harvey@chaitons.com">">Harvey@chaitons.com">">Harvey@chaitons.com">">Harvey@chaitons.com</a><a href="Harvey@chaitons.com">">Harvey@chaitons.com</a><a href="Harvey@chaitons.c 'hfrydenlund@parlee.com' < hfrydenlund@parlee.com >; 'pryzuk@millerthomson.com' < pryzuk@millerthomson.com >; 'dreason@harrisonpensa.com' <dreason@harrisonpensa.com>; 'rfarmer@bmllp.ca' <rfarmer@bmllp.ca>; 'JPawlyk@bmllp.ca' <JPawlyk@bmllp.ca>; 'tmckay@hklaw.ca' <tmckay@hklaw.ca>; 'crussell@mross.com' <<u>crussell@mross.com</u>>; 'gplester@brownleelaw.com' <<u>gplester@brownleelaw.com</u>>; 'rkos@brownleelaw.com' <rkos@brownleelaw.com>; Rodger Gibbs <rodger@hajdukllp.com>; Misty McTaggart <misty@hajdukllp.com>; cvshler@morrowtchir.ca' <<u>cvshler@morrowtchir.ca</u>>; 'mslmons@mccuaig.com' <<u>mslmons@mccuaig.com'</u>; 'cdgreschner@bryanco.com' <cdgreschner@bryanc<u>o.com</u>>; 'pstocco@brownleelaw.com' <pstocco@brownleelaw.com>; dpeskett@smpllp.ca; 'petersond@bennettjones.com' petersond@bennettjones.com>; 'pgreep@rmrf.com' <pgreep@rmrf.com>; 'james.reid@blakes.com' <james.reid@blakes.com>; 'absecparties@avssystems.ca' <absecparties@avssystems.ca>; 'mkuehne@stahlpeterbilt.com' <mkuehne@stahlpeterbilt.com>; 'nobrien@edmkw.com' <nobrien@edmkw.com>; 'Byron.levkulich@rlholdings.com' <Byron.levkulich@rlholdings.com>; 'Tasha.Cherniwchan@cat.com' <Tasha.Cherniwchan@cat.com>; 'Sherry Pottie' <Sherry.Pottie@cat.com>; 'cameron.ferris@bmo.com' <cameron.ferris@bmo.com>; 'riacovozzi@komatsuna.com' <riacovozzi@komatsuna.com</p>
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Thank you for your response. Kind regards.

before Justice Eidsvik on October 22, 2020 at 10:00 am

<<u>Alyssa.Elms@gowlingwlg.com></u>; Doran, Katie <KDORAN@mccarthy.ca>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk Barrister & Solicitor Ph. 780-428-4258, ext. 238

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Date: Sunday, October 18, 2020 at 12:42 PM

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

Hi Richard:

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

Kind regards, Caireen

Caireen E. Hanert

Partner
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From: Richard Hajduk < richard@hajdukllp.com >

Sent: October 18, 2020 12:36 PM

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Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application
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# Good Morning,

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

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

I look forward to your early response.

before Justice Eidsvik on October 22, 2020 at 10:00 am

Thank you.

Yours sincerely,

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From: "Hanert, Caireen" < Caireen.Hanert@gowlingwlg.com > Date: Sunday, October 18, 2020 at 12:22 PM

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

To: "'Collins, Sean F."' < scollins@MCCARTHY.CA>, "'Kyriakakis, Pantelis'" < pkyriakakis@mccarthy.ca>,

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

### Good morning:

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

Kind regards, Caireen

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



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

Sent: October 16, 2020 11:40 PM

To: 'Collins, Sean F.' <scollins@MCCARTHY.CA>; 'Kyriakakis, Pantelis' <pkyriakakis@mccarthy.ca>; 'deryck.helkaa@fticonsulting.com' < deryck.helkaa@fticonsulting.com >; 'tom.poweli@fticonsulting.com' <tom.powell@fticonsulting.com>; 'Clark, Mike' <mike.clark@fticonsulting.com>; 'brandi.swift@fticonsulting.com' <<u>brandi.swift@fticonsulting.com></u>; 'kmahar@millerthomson.com' <<u>kmahar@millerthomson.com</u>>; 'tom.gusa@dentons.com' <<u>tom.gusa@dentons.com</u>>; 'derek.pontin@dentons.com' <<u>derek.pontin@dentons.com</u>>; 'rzahara@mltaikins.com' <rzahara@mltaikins.com>; 'jill.medhurst@justice.gc.ca' <jill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca' < tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com' < smatheson@fieldlaw.com>; 'dnowak@mltaikins.com' <<u>dnowak@mltaikins.com</u>>; 'eforys@mltaikins.com' <<u>eforys@mltaikins.com</u>>; 'terence@kmlawyers.net' < terence@kmlawyers.net >; 'jkent@rmrf.com' < jkent@rmrf.com >; 'rkrushelnitzky@fieldlaw.com' <<u>rkrushelnitzky@fieldlaw.com</u>>; 'lmiller@fieldlaw.com' <<u>lmiller@fieldlaw.com</u>>; 'Harvey@chaitons.com' < <a href="Harvey@chaitons.com">"Harvey@chaitons.com<">"Harvey@chaitons.com">"Harvey@chaitons.com<">"Harvey@chaitons.com">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.com<">"Harvey@chaitons.co 'hfrydenlund@parlee.com' < hfrydenlund@parlee.com >; 'pryzuk@millerthomson.com' < pryzuk@millerthomson.com >; 'dreason@harrisonpensa.com' < dreason@harrisonpensa.com >; 'rfarmer@bmllp.ca' < rfarmer@bmllp.ca >; 'JPawlyk@bmllp.ca' <JPawlyk@bmllp.ca>; 'tmckay@hklaw.ca' <tmckay@hklaw.ca>; 'crusseil@mross.com' <<u>crusseli@mross.com</u>>; 'gplester@brownleelaw.com' <<u>gplester@brownleelaw.com</u>>; 'rkos@brownleelaw.com' <<u>rkos@brownleelaw.com</u>>; 'r.hajduk@hajdukandgibbs.com' <<u>r.hajduk@hajdukandgibbs.com</u>>; 'r.gibbs@hajdukandgibbs.com' <<u>r.gibbs@hajdukandgibbs.com</u>>; 'm.mctaggart@hajdukandgibbs.com' <m.mctaggart@hajdukandgibbs.com>; 'cvshier@morrowtchir.ca' <cvshier@morrowtchir.ca>; 'msimons@mccuaig.com' <pstocco@brownleelaw.com>; dpeskett@smpllp.ca; 'petersond@bennettjones.com' <petersond@bennettjones.com'>; 'pgreep@rmrf.com' <petersond@bennettjones.com'>; 'james.reid@blakes.com' < james.reid@blakes.com'>; 'absecparties@avssystems.ca' <a href="absecparties@avssystems.ca">absecparties@avssystems.ca</a>; 'mkuehne@stahlpeterbilt.com'
<mkuehne@stahlpeterbilt.com>; 'nobrien@edmkw.com' <nobrien@edmkw.com>; 'Byron.levkulich@rlholdings.com'>; 'Tasha.Cherniwchan@cat.com'>; 'Byron.levkulich@rlholdings.com'>; 'Tasha.Cherniwchan@cat.com'>; 'Sherry Pottie'</a>
<a href="mailto:sherry.Pottie@cat.com">sherry.Pottie@cat.com</a>; 'cameron.ferris@bmo.com' <a href="mailto:riacovozzi@komatsuna.com">riacovozzi@komatsuna.com</a>; 'Brett.R.Ledingham@wellsfargo.com'>; 'riacovozzi@komatsuna.com'>; 'en.ming.huang@vfsco.com'>; 'Brett.R.Ledingham@wellsfargo.com'>; 'en.ming.huang@vfsco.com'>; 'LFairbrother@strongco.com'>; 'Benjamin.L.Cook@efleets.com'>; 'Erairbrother@strongco.com'>; 'Benjamin.L.Cook@efleets.com'>; 'gkenny@smsequip.com'>; 'Benjamin.L.Cook@efleets.com'>; 'mattsilvertrucking@gmail.com'>; 'mattsilvertrucking@gmail.com'>; 'jim.scott@scottlaw.ca'</a>; 'skitz@county.stpaul.ab.ca' <skitz@county.stpaul.ab.ca'>; 'manoj.gupta@wcb.ab.ca'; 'ABurden@fieldlaw.com'

'melissa.burkett@gov.ab.ca' <<u>melissa.burkett@gov.ab.ca</u>> **Cc:** Cumming, Tom <<u>Tom.Cumming@gowlingwlg.com</u>>; Gray, Alison <<u>Alison.Gray@gowlingwlg.com</u>>; Elms, Alyssa <Alyssa.Elms@gowlingwlg.com>

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

### All:

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

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

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

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

Kind regards, Caireen

Caireen E. Hanert

Partner
T +1 403 298 1992
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caireen.hanert@gowlingwlg.com

×	Name of the state

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References to 'Gowling WLG' mean one or more members of Gowling WLG International Limited and/or any of their affiliated businesses as the context requires. Gowling WLG (Canada) LLP has offices in Montréal, Ottawa, Toronto, Hamilton, Waterloo Region, Calgary and Vancouver.

THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF BLAKE ELYEA SWORN BEFORE ME THIS 20<sup>TH</sup> DAY OF NOVEMBER, 2020

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



October 23, 2020

Hajduk LLP #202 Platinum Place 10120 - 118 Street NW Edmonton, Alberta T5K 1Y4 Thomas Cumming
Direct +1 403 298 1938
tom.cumming@gowlingwlg.com

Attention:

Mr. Richard Hajduk

Dear Mr. Hajduk:

Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. under the

Companies' Creditors Arrangement Act (the "CCAA")

Court File No. 2001-05482

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

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

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

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

Gowling WLG (Canada) LLP Suite 1600, 421 7th Avenue SW Calgary AB T2P 4K9 Canada T +1 403 298 1000 F +1 403 263 9193 gowlingwig.com Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at <a href="mailto:gowlingwig.com/legal">gowlingwig.com/legal</a>.





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

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



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

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

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

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

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

Yours truly,

Gowling WLG (Carrada) LLP

Thomas Cumming

TSC:km

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

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

Subcontractor AP related to MD Bonnyville Supply Agreement	ement				
As At:	30-Apr-20		The state of the s		
		Invoice Amount	Invoice Amount		
Vendor		Including GST	Including GST		
		MD 2020			
		Contract	MD 2019 Contract	Total	
JR Paine & Associates		64,207.50		64,207.50	
Rbee Aggregates & Consulting Ltd.		1,270,791.71	•	1,270,791.71	
1223209 Alberta Ltd. (TJ Sagoo Transport)		2,617.84	•	2,617.84	PPL
Martushev Logging Ltd.		4,455.96	•	4,455.96	
Matt Silver Trucking Ltd.		11,311.93	3,387.35	14,699.28	
Shamrock Valley Enterprises Ltd.		17,906.62	1,062.94	18,969.56	
UAV Imaging Inc.		5,412.75		5,412.75	
					2019 Amount includes \$7,841.40 relating to 2015 MD
MKD Trucking		445,/5/.10	1 456 53	1 /156 53	Contract Mornall (1,867M1)
Renegade Gas & Oilfield Services Ltd.			1,856,26	1.856.26	
StraightVac Services Ltd.			2,904.17	2,904.17	
		1,820,501.49	123,005.20	1,943,506.68	
				<del></del>	*the only amounts payable in connection with the supply of aggregate to the MD yard was under the Havener Royalty Agreement for the 2018 contract
					year which is approximately \$400,000.00

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

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

# AGGREGATES ROYALTY AGREEMENT

This EXCLUS	IVE AGREEMENT is made as of the _	29	day of
October_		, AD 2018	
BETWEEN	JMB CRUSHING SYSTEMS ULC (hereinafter referred to as "JMB")		
	And		
	Jerry Shankowski (945441 Alberta I (full names and/or complete company		
	7727 81 Avenue Edmonton, AB T6C (full postal address)	)V4	
	(hereinafter referred to as "the Vendor"	")	
WHEREAS the	e Vendor is theRegistered Owner_ (registered owner, pure	haser, lessee o	r otherwise)
SW 21-56-7-W	4		
(legal land descri	ription)		- C-CARACTERS
(hereinafter refe	rred to as "the Lands") shown outlined or Hectares (160	n the plan cont	ained herein and said to contain Acres) more or less,
NOW THERE!	FORE THIS AGREEMENT WITNESS bereinaster contained, JMB and the Vendo	SETH that, in or agree as foll	consideration of the mutual terms ows:
ARTICLE I	DEFINITIONS		
mixtures of parti sand and silt and	nt: ' means, with respect to naturally occurring the second of the secon	mmonly referr o plasticity suc	ed to as boulders, cobbles, gravel.
<ol><li>"Gravel" mea constituent partie</li></ol>	ons that the type of Aggregate such that, or eles will pass an opening 1.6mm (about o	on average, hal ne sixteenth o	for less by weight of the fan inch) square.

3. "Sand" means that type of Aggregates such that, on average more than half by weight of the constituent particles will pass an opening 1.6mm (about one sixteenth of an inch) square.

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

### ARTICLE II ACCESS TO AGGREGATES

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

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

### ARTICLE III WEED CONTROL

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

ARTICLE IV ROYALTY RATES E	STABLISHED	Y
1. JMB shall pay to the Vendor	4:00 ·	dollars per TONNE
( 4.96 DD)	dollars per CUBIC	YARD) of accepted GRAVEL
removed from the Lands.	85. Of	
2. JMB shall pay to the Vendor1.00		dollars per TONNE
( 124 1.86 88.04	dollars per CUBIG	YARD) of accepted SAND
removed from the Lands.	303 V	
3. JMB shall pay the vendor 5.00	5.50	dollars per TONNE
(620	dollars per CUBIC	YARD of pea gravel removed from
<i>(</i> /		

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

### ARTICLE V MEASUREMENT OF AGGREGATES

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

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

### ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

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

### ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

### ARTICLE VIII ADDITIONAL CONDITIONS

(if none, write 'none').

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

#### ARTICLE IX REMAINING STOCKPILES

PER

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

ARTICLE X TERM OF THIS AGREEMENT														
The term of this Agreement shall be for a period commencing on the date hereof and ending at 24.00 hours														
on the 29 of October , AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above.														
THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO:														
JMB CRUSHING SYSTEMS ULC														
PER:														
EXECUTED BY THE VENDORS:														
PER:														

Clerk's Stamp

Form 49 Rule 13.19

COURT FILE NO.

2001-05482

**CALGARY** 

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, RSC 1985, c C-36, as amended

MATTER OF THE COMPROMISE THE ARRANGEMENT OF JMB CRUSHING SYSTEMS INC. and 2161889

ALBERTA LTD.

DOCUMENT

AFFIDAVIT OF BLAKE M ELYEA

ADDRESS FOR

Gowling WLG (Canada) LLP

SERVICE AND

1600, 421 – 7<sup>th</sup> Avenue SW Calgary, AB T2P 4K9

CONTACT

INFORMATION OF

**PARTY FILING** 

THIS DOCUMENT

Attn:

Tom Cumming/Caireen E. Hanert/Stephen Kroeger

Phone: Fax:

403.298.1938/403.298.1992/403.298.1018 403.263.9193

File No.: A163514

#### AFFIDAVIT OF BLAKE M. ELYEA sworn November 20, 2020

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

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

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

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

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

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

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

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



7

- (g) The difference in the waste rate is attributable to the smaller size of the modified Des 1 Class 12.5 product.
- 21. I have reviewed the Affidavit of Keith Hayduk ("Hayduk") sworn November 17, 2020 in support of the Application of Quest Disposal & Recycling Inc. ("Quest") for a declaration of trust and related relief and note the following:
  - In paragraph 5, Hayduk refers to services provided by Quest for the "MD project" in the amount of \$22,941.14; however, Hayduk's Affidavit includes all services provided at aggregate pits located within the Municipal District of Bonnyville, rather than only those services provided to JMB that were attributable to the Supply Contract for the 2019 contract year; and
  - (b) The balance of Quest's claim of \$142,903.57 relates to pits located in various locations in Alberta and does not relate to the Supply Contract;
- 22. JMB did not haul aggregate supply under the Supply Contract to the MD Yard between August and November 2019. All aggregate excavated from the Shankowski pit during that period related to other projects.
- 23. The Supply Contract for the 2019 contract year was completed in December 2019.
- 24. I swear this Affidavit in response to applications seeking a declaration of trust and other relief.
- 25. I was not physically present before the commissioner taking this affidavit, but was linked with the commissioner utilizing video technology, and the process described in the notice from the court dated March 27, 2020 for remote commissioning of affidavits was utilized.

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

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

BLAKE M. ELYEA

AA

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

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

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 285
TELEPHONE: (604) 891-2772

From:

Abid Malik

To: Cc: Jeff Buck; Jason Panter Robin Bartlett; John Hillier

Subject:

FW: Materials lien against JMB Crushing

Date:

April 14, 2020 1:13:13 PM

#### Hello Gents.

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

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

#### Abid Malik | General Manager of Infrastructure Services

#### Municipal District of Bonnyville No. 87

E: amalik@md.bonnyville.ab.ca

P: 780-826-3951 Ext 9300

C: 780-573-4241

F: 780-826-5064

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From: Bernie Reed <bernie@rbeecrushing.ca>

Sent: April 14, 2020 12:18 PM

**To:** Abid Malik <amalik@md.bonnyville.ab.ca> **Subject:** Materials lien against JMB Crushing

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

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4 -AA THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF BLAKE ELYEA SWORN BEFORE ME THIS 20<sup>TH</sup> DAY OF NOVEMBER, 2020

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

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

From: Jeff Ryks Sent: April 29, 2020 4:45 PM To: Fowell, Tom <Tom.Powell@fticonsulting.com>; Clark, Mike <Mike.Clark@fticonsulting.com> Subject: FW: Payment Dates I suspect we'll receive funds faster than May 19th, but this is the official word from the MD. Jeff From: Tolulope Maraiyesa < tmaraiyesa@md.bonnyville.ab.ca> Sent; April 29, 2020 4:43 PM To: Jeff Ryks <jeffryks@jmbcrush.com>; Abid Malik <amaiik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com> Cc: Ten ille Paul < ten ille molloy@imbcrush.com> Subject: RE: Payment Dates Hello Jeff. The M.D. usually requests that our vendors allow 10 business days for payment processing. We have made exceptions for JMB. Crushing in the past. Our process has not changed. At this time, the issues discussed are not resolved. On May 5th, when the issues are resolved, I can provide you with an exact payment date. Tolulope Tolulope Maraiyesa | CPA, CGA · General Manager of Corporate Services Municipal District of Bonnyville No. 87 E: tenaraiyesa@md.bonnyville.ab.ca P: 780-826-3171 Ext 9210 C: 780+815-3917 F: 780-826-4524 Follow us on Facebook or Twitter From: eff Ryks <<u>reffryks@jmbcrush.com</u>> Sent: April 29, 2020 4:08 PM To: | foliulope Maraiyesa < tmaraiyesa@md.bonnyville.ab.ca>, Abid Malik < amalik@md.bonnyville.ab.ca>; Jeff Buck < 1effb@imbcrush.com> Cc: Tenille Paul < tenillemolloy@jmbcrush.com> Subject: RE: Payment Dates Thank you Tofulope. As I understand, some of these invoices have already been approved; for example invoice 10841 and invoice 10845. Can you help me understand why it takes 14 days after resolution for the approved invoices to be paid? Normally approved invoices are released for immediate payment. I just want to understand if the MD is following a different process. Jeff From: Tolulope Maraiyesa <tmaraiyesa@md.bonnyville.ab.ca> Sent: April 29, 2020 3:36 PM Ta: Jeff Ryks < jeffryks@jmbcrush.com>; Abid Malik < jmalik@md.bonnyville.ab.ca> Jeff Buck < jeffb@jmbcrush.com> Cc Tendle Paul <tendlemolloy@imbcrush.com> Subject: RE: Payment Dates Hello Jeff, If all issues are cleared by May 5th, then you can expect to receive payments by May 19th. Talulope

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

From: Jeff Ryks <<u>reffryks@imbcrush.com</u>>

Sent April 29, 2020 3:24 PM

To: Tolulope Maraiyesa < tmaraiyesa@md.bonnyville.ab.ca>; Abid Malik <a malik@md.bonnyville.ab.ca>; Jeff Buck < teffb@mbcrush.com>

Cc: Tenille Paul <tenillemolloy@jmbcrush.com>

Subject: RE: Payment Dates

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

Thank you

Jeff

From: Tolulope Maraiyesa <tmaraiyesa@md.bonnyville.ab.ca>

Sent: April 29, 2020 3:20 PM

To: Abid Malik <a malik@md.bonnyville.ab.ca>; Jeff Ryks <jeffryks@jmbcrush.com>; Jeff Buck <jeffb@jmbcrush.com>

Cc: Ten ile Paul < tenillemolloy@jmbcrush.com>

Subject: RE: Payment Dates

Hello Jeff

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

Regards

Tolulope Maraiyesa | CPA, CGA - General Manager of Corporate Services Municipal District of Bonnyville No. 87

E: imaraiyesa@md.bonnyville.ab.ca

P: 780-826-3171 Ext 9210

P: 780-826-3171 EXT 921 C: 780-815-3917

F: 780-826-4524

Follow us on Facebook or Twitter

From: Abid Malik <amalik@md.bonnyville.ab.ca>

Sent: April 29, 2020 2:11 PM

To: Jeff Ryks <jeffryks@jmbcrush.com>; Jeff Buck <jeffb@jmbcrush.com>

Cc: Tenille Paul <tenillemolloy@imbcrush.com>; Tolulope Maraiyesa <tmaraiyesa@md.bonnwille.ab.ca>

Subject: RE: Payment Dates

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

Abid Malik | General Manager of Infrastructure Services

Municipal District of Bonnyville No. 87

E: amalik@md.bonnyville.ab.ca

P: 780-826-3951 Ext 9300

C: 780-573-4241 F: 780-826-5064

Follow us on Facebook or Twitter

From: Jeff Ryks < jeffryks@jmbcrush.com>

Sent: April 29, 2020 1:59 PM

To: Abid Malik <amalik@md.bonnyville.ab.ca>; Jeff Buck <jeffb@jmbcrush.com>

Cc: Tenille Paul <tenillemolloy@jmbcrush.com>; Tolulope Maraiyesa <tmaraiyesa@rnd.bonnyville.ab.ca>

Subject: RE: Payment Dates

05.16-2477 ##

Abid I should add that the MD has not paid JMB for any trucking as of yet. We intend on clearing everything up prior to May 5<sup>th</sup>, however please confirm expected payments dates so we can manage cash flow appropriately. Another subcontractor would be J.R. Paine & Associates for gravel testing. Jeff From: Abid Malik <amalik@md.bonnyville.ab.ca> Sent: April 29, 2020 1:55 PM To: Jeff Buck < jeffb@imbcrush.com> Cc: Jeff/Ryks <a href="mailto:specification-naive-sac-">
Jeff/Ryks <a href="mailto:sp Subject: RE: Payment Dates So, will there be a resolution soon with all the parties? Abid Malik | General Manager of Infrastructure Services Municipal District of Bonnyville No. 87 E: amalik@md.bonnyville.ab.ca P: 780-826-3951 Ext 9300 C: 780-573-4241 F: 780-826-5064 Follow us on Facebook or Twitter Fram: Jeff Buck < jeffb@jmbcrush.com> Sent: April 29, 2020 1:52 PM To: Abid Malik <amalik@md.bonnyville.ab.ca> Cc: teff Ryks <ieffryks@imbcrush.com>; Tenille Paul <tenillemolloy@imbcrush.com> Subject: Re: Payment Dates The only people who have worked on this project have been RBee for crushing and three sub truckers. Marteshev , Shamrock and Silver . For the record trucking is barely 30 days old if that Jeff Buck. 780-573-9611 President JMB Crushing Systems Inc On Apr 29, 2020, at 1:46 PM, Abid Malik <a href="mailto:amalth@md.bonnyville.ab.ca">amalth@md.bonnyville.ab.ca</a> wrote: Do you know how much you were paid already. Here is another letter we received about not being paid. This is regarding Shamrock Valley. How many others are there besides RBee, Shamrock and couple of truckers that we don't know of? Abid Malik | General Manager of Infrastructure Services Municipal District of Bonnyville No. 87 #: amalik@md.bonnyville.ab.ca P: 780-826-3951 Ext 9300 d: 780-573-4241 F: 780-826-5064 Follow us on Facebook or Twitter From: Jeff Ryks <jeffryks@jmbcrush.com> Sent: April 29, 2020 1:27 PM To: Abid Malik <amalik@md.bonnyville.ab.ca> Cc: Tenille Paul <tenillemolloy@imbcrush.com>; Debbie Michaud <dmichaud@md.bonnyyille.ab.ca> Subject: Payment Dates Good afternoon Abid.

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

Image002.jpg>

Jeff Ryks, CPA, CMA | CFO
JMB Crushing Systems Inc.
Tel: 587-341-5535
Email: jeffryks@jmbcrush.com | Website: www.jmbcrush.com
Follow us on: Facebook | LinkedIn

<image003.png>

All information contained in this message (including any attachments) is confidential and is splely for the use of the intended recipient. If you are not the intended recipient, please notify the sender of the mistaken transmission and destroy all copies of this message.

<IMG\_3917.jpeg>

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

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

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





May 21, 2020

Via E-Mail

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

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

Attention:

Richard B. Hajduk

Dear Mr. Hajduk:

Re: In the Matter of the Companies' Creditors Arrangement Act, RSC 1985, C c-36, as amended and in the Matter of the Compromise or Arrangement of JMB Crushing Systems Inc. and 2161889 Alberta Ltd.

Court File No. 2001-05482

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

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

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

Sincerely,

Gowling WLG (Canada) LLP

Alex Matthews

AM:am Encl.

Gowling WLG (Canada) LLP Suite 160D, 421 7th Avenue SW Calgary AB T2P 4K9 Canada T +1 403 298 1000 F +1 403 263 9193 gowlingwig.com Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at <a href="mailto:gowlingwig.com/legal">gowlingwig.com/legal</a>.

05.16-2481

2481

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

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

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



	Lien Notice
Claimant:	JERRY SHANKOWSKI and 945441 ALBERTA LTD.
Address for Notices	: НАЈDUK GIBBS LLP, Barristers & Solicitors, #202, 10120 – 118 Street NW, Edmonton, AB, T5К 1Y4, Attention: Richard B. Hajduk
Telephone:	780-428-4258
Fax:	780-425-9439
Email:	r.hajduk@hgllp.ca with cc to m.mctaggart@hgllp.ca
I, JERRY SHANKO hereby certify that:	OWSKI, residing in the City of Edmonton, in the Province of Alberta, do
1. X I am one of LTD., the oth	the Claimants personally and I am also the President of 945441 ALBERTA er Claimant.
AND X I am the	President of the Claimant, 945441 ALBERTA LTD.
2. I have knowle Notice form.	edge of all the circumstances connected with the claim referred to in this Lien
3. The Claimant	s have a valid
	Lien Claim in the amount of \$424.674.05 arising pursuant to work done or furnished on behalf of JMB Crushing Systems Inc.
	d Claim in the amount of \$ arising pursuant to work done als furnished on behalf of JMB Crushing Systems Inc.
	•

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

DATED at Edmonton, Alberta, this 25<sup>th</sup> day of May, 2020.

Witness

Name: Richard Hajduk

Name: JERRY SHANKOWSKI

Darrister & So ALBERTA.

Must be signed and witnessed

RICHARD B. HAJDUK Barrister & Solicitor

Clerk's Stamp

SCHEDULE "A" TO THE LIEN NOTICE OF JERRY SHANKOWSKI AND 945411

ALBERTA LTD.

COURT FILE NUMBER

2001-05482

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY

IN THE MATTER OF THE COMPANIES CREDITORS ARRANGEMENT ACT, RSC

1985, c. C-36, as amended

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

**APPLICANTS** 

JMB CRUSHING SYSTEMS INC. and

2161889 ALBERTA LTD.

DOCUMENT

AFFIDAVIT OF JERRY SHANKOWSKI

ADDRESS FOR SERVICE

AND CONTACT

INFORMATION OF PARTY FILING THIS DOCUMENT

HAJDUK GIBBS LLP Barristers & Solicitors #202 Platinum Place 10120 – 118 Street NW Edmonton, AB, T5K 1Y4

Attention: Richard B. Hajduk Ph. 780-428-4258

Fax. 780-425-9439 FILE NO.: 5448 RBH

## AFFIDAVIT OF JERRY SHANKOWSKI SWORN MAY 27, 2020

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

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

A

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

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

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

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

SWORN BEFORE ME on the 29th \_day of

May, 2020 at Edmonton, in the Province of Alberta.

A Commissioner for Oaths in and for Alberta

RICHARD B. HAJDUK Barrister & Solicitor

This is Exhibit "

Referred to in the Affidavit of

2 94 Sworn before me this

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

#### AGGREGATES ROYALTY AGREEMENT

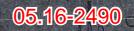
This EXCLUS	SIVE AGREEME	CNT is made as of the29_	day	of
October_		, AD	2018	
BETWEEN		ING SYSTEMS ULC referred to as "JMB")		
	And			
escitor.	Jerry Shankov (full names and	wski (945441 Alberta Ltd.) I/or complete company name)		
		ne Edmonton, AB T6C 0V4 costal address)		
	(hereinafter ref	ferred to as "the Vendor")		
WHEREAS th	ne Vendor is the _	Registered Owner (registered owner, purchaser,	, lessee or otherwise)	of
SW 21-56-7-V	V4			
(legal land des	cription)			
hereinafter ref	erred to as "the La	ands") shown outlined on the Hectares ( 160		d said to cor res) more or

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

#### ARTICLE I DEFINITIONS

In this Agreement:

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



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

#### ARTICLE II ACCESS TO AGGREGATES

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

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

Overburden and waste material will be disposed of or piled in such a manner as to facilitate weed control

#### ARTICLE III WEED CONTROL

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

#### ARTICLE V MEASUREMENT OF AGGREGATES

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

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

#### ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

1 Unaccepted materials stripped from the Lands or rejected during processing.

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

### ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

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

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

#### ARTICLE IX REMAINING STOCKPILES

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

ARTIGER	A TERM OF TH	IIS AGREEN			
The term o	of this Agreement sha	Il be for a perio	od commencing or	the date hereof ar	d ending at 24.00 hours
on the	29	of ·	October	ret right to renegat	AD 2028 , ate the next agreement.
In the eye	nt of sale of the lands dicated above.	during this ter	m, this agreement	shall continue to be	e in effect for the full
THIS AC	REEMENT HAS B	EEN EXECU	red by the PA	RTIES HERETO	
JMB CR	USHING SYSTEMS	ULC			
	136	7			
PER:	0				
EXECUTI	ED BY THE VEND	ORS:			
ER:	Total Control				
ER				A. S. D. H. K. B.	

This is Exhibit "\_\_\_\_"
Referred to in the Affidavit of

Sworn before me this

Day of \_

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor





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

"THE GRAVEL EXPERTS"

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

**RE: Statement of Account** 

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

March 1-31 2020

Material:

Quantity:

Rate:

Value:

Des 2 Class 16

36,679.45

\$4.00 \$

146,717.80

Subtotal:

36,679.45

\$ :

146,717.80

**5% GST** 

•

\$

7,335.89

Payable to 945411 Alberta Ltd

154,053.69

- Bonnyville -

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



This is Exhibit "\_\_ "
Referred to in the Affidavit of
Sworn before me this
Day of
Day of

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

Ticket Date	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity	
Aggregate	Aggregate Size: Des 2 Class 16						
2020/03/19	186324	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.33	
2020/03/19	186756	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	245,86	
2020/03/19	186772	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	238.97	
2020/03/19	186822	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.76	
2020/03/19	186825	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.68	
2020/03/19	186904	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard		111.08	
2020/03/19	186918	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.01	
2020/03/19	186924	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.61	
2020/03/19	187470	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	79.83	
2020/03/19	187610	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.67	
2020/03/19	187649	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	192.32	
2020/03/19	187821	MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard	Des 2 Class 16	194.07	
2020/03/19	187894	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	177.95	
2020/03/19	188130	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	191.80	
2020/03/19	188197	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.29	
2020/03/19	188241	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	155.92	
2020/03/19	188242	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard		172.58	
2020/03/19	190302	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	190.39	
2020/03/19	190645	ö		Bonnyille Yard	Des 2 Class 16	199.89	
2020/03/19	190712	MD of Bonaville No.87	Shankowski Pit	Bonoville Yard	Des 2 Class 16	139.86	
2020/03/19	191005	MD of Bonnville No.87		Bonnyville Yard	Class	231.42	
2020/03/20	181838	MD of Bonnville No.87	Shankowski Pit	Bonnyille Yard	N	237.98	
2020/03/20	186267	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	185.50	
2020/03/20	186325	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	140.01	
2020/03/20	186368	MD of Bonnville No.87	Shankowski Pit	Bonnvville Yard	Des 2 Class 16	227.32	
2020/03/20	186375	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	76.72	
2020/03/20	186773	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.10	
2020/03/20	186823	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	189.49	
2020/03/20	186826	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	N	138.88	
2020/03/20	186905		Shankowski Pit	Bonnyville Yard	Des 2 Class 16	160.86	
2020/03/20	186919	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	109.42	
2020/03/20	187549	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	231.50	
2020/03/20	187781	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	210.09	
2020/03/20	187822	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	229.00	
2020/03/20	187841	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	153.23	
2020/03/20	187865	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	157.04	
2020/03/20	187866	of Bonnvville	Shankowski Pit	Bonnwille Yard	Des 2 Class 16	35.23	
2020/03/20	190268	MD of Bonnwille No.87	Shankowski Pit	Bonnville Yard	N	185.63	
2020/03/20	190305	MD of Bonnwille No.87	Shankowski Pit	Bonnville Yard	2 Class	182.81	
2020/03/20	190357	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	N	183.68	
2020/03/20	190573		Shankowski Pit	Bonnyville Yard	N	167.14	
2020/03/20	100615	MD of Bonnwille No 87	Shankowski Pit	Bonnydlle Yard	Des 2 Class 16	232.25	
2020/03/20	400714	MD of Bonnaville No.87	Shankowski Dit	Bonnville Yard	Class	166.77	
2020/03/20	100015	MO of Bornwille No 87	Shankowski Dit	Bonnwille Yard	Des 2 Class 16	188.41	
2020/03/20	196260	MD of Bonnsville No.87	Shankoweki Dit	Bonnwille Yard	Des 2 Clase 16	107 44	
2020/03/2	196360	MD of Bonaville No 87	Shankowski Dit	Ronwille Yard	Des 2 Class 16	226.30	
2020/03/21	186757	MD of Bonowille No 87	Shankowski Pit	Bonnwille Yard	Des 2 Class 16	81.56	
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# JMB Crushing Systems ULC

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Quantity	158.56	191.28	170.24	170.55	139.94	141.13	232.67	105.86	116.64	40.86	159.74	117.28	114.56	120.40	227.84	190.61	172.86	197.66	170.61	142.84	153.08	232.22	230.21	154.42	171.93	169.47	170.49	171.40	166.84	238.80	/ 8.00 447 FA	22.74 22.48	230.10	172.81	200,39	174.01	162.99	230.83	75.85	142.03	170.00	233.68	57.45	56.78	165.64	238.10	231.54	229.98
Aggregate Size	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Class	Class	Class	2 Class 1	Des 2 Class 16	Des 2 Class 16	$\sim$	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	$\sim$	Des 2 Class 16		2 Class	S	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16		Ò	S	Des 2 Class 16	Class 1	Des 2 Class 16	Des 2 Class 16	Dec 2 Class 10			เพิ	Des 2 Class 16	Class	Class	Class	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16								
Unioaded At	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Bonnyville Yard	Boomaile Vard	Bonvoille Yard	Bonoville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnwille Yard																						
Loaded At	Shankowski Pit	Shankowski Pit						Shankowski Pit	Shankowski Pit	Shankowski Pit			Shankowski Pit	Shankowski Pit	Shankowski Pit						Shankowski Pit			Shankowski Pit	Shankowski Pit					Snankowski Pit	Shankowski Pit					Shankowski Pit		Shankowski Pit		Shankowski Pit	Shankowski Pit							
Bill To Name	MD of Bonnyville No.87	MD of Bornyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	of Bonnyville	MD of Bonnyville No.87	MID of Bonryville No.8/	MD of Bonnyville No.87	MD of Bonneyville NG.07	MD of Bospivalle No.87	MD of Bonnwille No.87	MD of Bonnwille No.87	MD of Bonnvville No.87	MD of Bonnyville No.87	MD of Bonnwille No.87																																	
Ticket#																																																
	186774	186824	186827	186903	186922	186923	187650	187782	187823	187838	187850	187852	187867	187878	190272	190356	190558	190616	190710	190713	190914	179754	186371	186816	186828	186873	186892	186901	186920	187409	18/651	1000246	190310	190571	190709	190714	190832	186372	186817	186848	186874	186886	186893	186899	186921	187468	187702	190310
Ticket Date	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/21	2020/03/22	2020/03/22	2020/03/22	2020/03/22	2020/03/22	2020/03/22	2020/03/22	2020/03/22	20/03/03/22	2020/03/22	20/00/02/22	2020/03/22	2020/03/22	2020/03/22	2020/03/22	2020/03/22	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23	2020/03/23

2020/03/23 190354 2020/03/23 190572 2020/03/23 190617 2020/03/23 190715					0.000	·
		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	230.90
		MD of Bonnyville No.87	Shankowski Pit	Bonnyille Yard	Des 2 Class 16	142.14
Ĺ		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.34
		MD of Bonnyville No.87		Bonnyville Yard	Des 2 Class 16	171.43
- '		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	N	162.69
		MD of Bonnyville No.87		Bonnyville Yard	Class 1	199.78
		MD of Bonnyville No.87		Bonnyville Yard	Des 2 Class 16	139.58
		MD of Bonnyville No.87		Bonnyville Yard	Des 2 Class 16	164.36
_		MD of Bonnyville No.87	Shankowski Pit	Bornyville Yard	Des 2 Class 16	228.25
		of Bonnyville		Bonnyville Yard	Des 2 Class 16	35.21
_		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.28
		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	168.26
•		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	2 Class 1	194.73
2020/03/24 186926		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Class 1	234.45
2020/03/24 187466		MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard	2 Class 1	28.88
2020/03/24 187467		MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard	2 Class 1	117.97
2020/03/24 187653		MD of Bonnwille No.87		Bonowille Yard	Class 1	232 81
		MD of Bonnwille No.87		Ronnwille Yard		23.2 Ed
2020/03/24 190312		of Bonnwille		Bonoválle Vard	Clase	220 20
•		of Bonnyville		Bonnyalle Vard		10,250
		MD of Bonoville No.87		Bonnoille Vard		141.00
		of Bonnyville		Bonnyalle Yard		117.50
΄,		of Bonnwille		Bonnsville Yard	10	2007
		MD of Bonnwille No.87	Shankowski Dit	Bonnsalle Yard	Des 2 Class 10	1007
		MD of Bonovalle No.87		Bonneyllo Verd	Des 2 Class 10	147.47
-		MD of Bonnwille No.87		Bonneyille Yord	4 0	17164
•		MD of Bonaville No.87		Bonnwille Yard	2000	111 61
		MD of Bornwille No 87		Bonnadille Yard	Des 2 Class 10	160.16
		MD of Bonnwille No 87		Bonoville Yard		100.60
• •		MD of Bonnyville No 87	Shankowski Dit	Boonwille Yand		25.00
		MD of Bonnaville No.87		Bonnier I ald		16.12
_ `		of Bonningville		Doililyville raid	Z CIASS	170.90
		MD of Bonnaide No.87	Charleowski Dit	Bornsylle rard	Des 2 Class 16	186.50
		MD of Bonnwille No.87		Bonning I ald	Des 2 Class 10	400 40
		of Bonnyaille		Bonniville Vord		150.42
		of Bonnyville		Bonnoville Vard	7 G G S G	02:30 23 AS
		MD of Bonoville No 87	Shankourski Dit	Bonnyillo Yard	10	224 10
		of Bonnyville		Bonney I and	40	90.00
•		of Bonovaille		Bornstillo Vard	2000	88.086
		MD of Bonney and No. 07		Donnard Laid		700.00
_		MO of Donney life No.02				4.76
		And of Domingville No.07		Dominyvine raid	288	169.20
- •	*	of Bornryville		Bonnyville Yard	Des Z Class 16	234.96
		MD of Bonnyville No.87		Bonnyville Yard	Class	194.38
		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	142.86
•		MD of Bonnyville No.87	Shankowski Pit	Bornyville Yard	Des 2 Class 16	165.06
2020/03/26 186378		MD of Bonnyville No.87	Shankowski Pit	Borinyville Yard	Des 2 Class 16	193.96
2020/03/26 186445		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	228.89
2020/03/26 186487		MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	2	154.66
2020/03/26 186492		MD of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	Des 2 Class 16	177.15
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Quantity	170.77	168.96	27.12	55.48	234.04	169.16	238.00	234.58	231.37	231.39	140.30	197.59	192.38	195.59	229.92	233.86	193.41	35.19	171.34	169.89	141.37	169.28	235.75	168.94	239.96	163.81	236.75	232.28	232.61	170.61	199.06	39.46	192.59	232.76	193.20	17.1.16	167.96	233.96	169.26	169.53	238.55	137,44	235.11	231.19	231.50	170.13	277.57	194.42	192.45
Aggregate Size	Des 2 Class 16	~	Des 2 Class 16		A.	Des 2 Class 16	$\sim$	ā	Des 2 Class 16	$\sim$	Des 2 Class 16	Des 2 Class 16	2 Class 1	2 Class	2 Class 1	2 Class 1	Class 1	Z Class 1	2 Class 1	Class 1	2 Class 1	Class 1	Class 1	2 Class 1	Class	Class	Des 2 Class 16																						
Unloaded At	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard					
Loaded At	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit				Shankowski Pit											Shankowski Pit														
Bill To Name	MD of Bonnyville No.87	MD of Bonnwille No.87	MD of Bonnyville No.87	of Bonnyville	MD of Bonnyville No.87	of Bonnyville	MD of Bonnyville No.87																																										
Ticket#	186831	86885.1	86895	186898	86928	86973	87464	87655	90317	90353	90566	90621	90918	86379	86446	186456	86502	186811	86832	86884	86897	90698	86929	86974	87463	87607	87656	87692	90350	90567	90622	90922	86381	86486	86503	86833	86881	86930	186975	87076	87462	187605	87657	190318	90349	90550	90623	86380	186450
Ticket Date	2020/03/26 18	2020/03/26 18	-	_	2020/03/26 18	2020/03/26 18	2020/03/26 18	2020/03/26 18	2020/03/26 19	2020/03/26 19	2020/03/26 19	2020/03/26 19	2020/03/26 19	2020/03/27 18		_	2020/03/27 18	2020/03/27 18	2020/03/27 18	2020/03/27 18	_						_	_	_	2020/03/27 19	_		_	_	_	_	_	•	•	2020/03/28 18	2020/03/28 18	2020/03/28 18	2020/03/28 18	2020/03/28 19	2020/03/28 19	2020/03/28 19	2020/03/28 19	_	_

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e Size Quantity		,	167.53	196.29	169.04	169.20						170.83	199.03	141.07	37.96	38.86		39.18	36,679.45
Aggregate Size	Des 2 Class 16	Des 2 Class 1	Des 2 Class 16	Des 2 Class 1	Des 2 Class 16														
Unioaded At	Bonnyville Yard																		
Loaded At	Shankowski Pit																		
Bill To Name	MD of Bonnyville No.87																		
Ticket#	24	40	76	31	76	75	61	90	58	47	18	62	24	34	59	32	11	49	
Ticket Date	2020/03/29 18645	2020/03/29 186504	2020/03/29 186876	2020/03/29 18693	_	2020/03/29 187075	_	_	2020/03/29 187658	`	2020/03/29 190418	2020/03/29 190562	_	2020/03/29 191034	`	_	_	_	

This is Exhibit "\_\_\_\_\_"

Referred to in the Affidavit of

Sworn before me this Day of May

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor





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

"THE GRAVEL EXPERTS"

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

**RE: Statement of Account** 

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

### April 1-30 2020

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

- Bonnyville -

This is Exhibit "E"

Referred to Imthe Afficavit of

Sworn before me this

A Commissioner for Oaths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

Page 1	Quantity		154.54	154.53	154.20	70.69	27.75	85.65	140.13	154.87	114.15	115.99	155.00	155.38	159.55	115.44	157.83	115.22	142.50	237.77	194.32	233.71	171 84	237.02	112.88	234.95	174.37	170.20	196.52	232.59	170.63	171.80	198.59	168.95	218.43	171.62	235.54	233.19	196.11	770.44	236.01	115.13	170.18	193.73
	Aggregate Size		Des 1 Class 12.5		Des 1 Class 12.5	Des 1 Class 12.5	Des 1 Class 12.5	÷	1 Class	1 Class	1 Class 1	Des 1 Class 12.5	1 Class		1 Class 1	1 Class 1	Des 1 Class 12.5	$\overline{}$	1 Class 1	1 Class 1	1 Class 1	- +	Des 1 Class 12.3	1 Class 1	1 Class 1	_	1 Class 12.	Des 1 Class 12.5	1 Class 1	1 Class 1	1 Class	1 Class 1	Des 1 Class 12.5	1 Class 12	-	1 Class 12	1 Class 1	1 Class 12.	1 Class 12.		Des 1 Class 12.3	1 Class	1 Class 12.	-
s ULC	Unloaded At		Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bornyville Yard	Bonnyville Yard	Boonstile Vard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnaylle raid	Boonwille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Boogsille Vard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard				
MB Crushing Systems ULC	Loaded At		Shankowski Pit	Shankowski Pit							Sharkowski Pit	Shankowski Dit			Shankowski Pit						Shankowski Pit		Shankowski Pit		Shankowski Pit	Shankowski Pit		Shankowski Pit Shankowski Dit		Shankowski Pit		Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit				Sharkowski Pit				Shankowski Pit
JMB	Bill To Name		MD of Bonnyville No.87	MD of Boomyville No.67	MD of Bonovville No.87	MD of Bonnyville No.87	of Bonnyville	MD of Bonnyville No.87	MD of Bonnyville No.87	of Bonnyville	₽,	MD of Bonnyville No.87	or Bonnyville	MD of Bonnyville No.87	MD of Roppwille No.87	Bonnville	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Boarwille No.87	of Bonnyville	MD of Bonnyville No.87	of Bonnyville	of Bonnyville	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnaville No.87	MD of Bonnsville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.87											
	Ticket#	es 1 Class 12.5	60		•	<b>o</b> n :	· ·	<b>+</b> (		- 0	~ 6	J e	. 69		9	<b>*</b>	<b></b>	<b>ത</b> ।	ഹ	V <	d <	+ 1~	. "	_	0	•	ر د	- e	4	80	<b>S</b>		•• <b>•</b>	. 0	ō	2	<b>—</b> :	ĸo ·	÷- 4	4 C	o 6	1 9	2	2
May 05, 2020 2:43 PM	Ticket Date	Aggregate Size: Des	2020/04/04 184868	Ī					2020/04/04 186883						·	•			2020/04/04 190925	2020/04/14 186342			•	2020/04/14 186937		-		2020/04/14 18/151		2020/04/14 190338		2020/04/14 190556	2020/04/14 190533	•	2020/04/14 190929	2020/04/14	2020/04/15	•		7) 2020/04/15 186594	-	2020/04/15	•	S 2020/04/15 187172

# JMB Crushing Systems ULC

Quantity	239 66	231.98	232.46	170.77	142.95	237.98	168.07	181.51	171.64	196 44	192.18	197.33	141.62	107.81	235.33	143.13	141.40	192.09	28.35	190.61	241.31	230.39	169.86	235.15	169.02	237.73	144.62	166.37	181.04	170.08	1/8.16	235.63	100 60	168 71	235.14	173.03	170.94	193.01	170.28	198.77	200.47	231.48	195.14	169.39	156.38	172.08	87.31	221.48
Aggregate Size	Des 1 Class 12.5	Des 1 Class 12.5	-	Des 1 Class 12.5	Des 1 Class 12.5	Des 1 Class 12.5	Des 1 Class 12.5	1 Class	•	1 Class	-	1 Class	τ-	~	1 Class	τ-	Des 1 Class 12.5	τ-	Des 1 Class 12.5	1 Class	1 Class		_	۳.	Des 1 Class 12.5	<del></del>	4-	1 Class	1 Class	1 Class	Ciass	Des 1 Class 12.5		Class	1 Class	1 Class	1 Class	Des 1 Class 12,5	Des 1 Class 12.5	_	1 Class	Des 1 Class 12.5	Des 1 Class 12.5		1 Class	Des 1 Class 12.5	1 Class	1 Class 12.
Unloaded At	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnwille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard		Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Donayville Tard	Bonnayille Yard	Bonnwille Yard	Bonnyille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonryille Yard						
Loaded At	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit		Shonkowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit					
Bill to Name	MD of Bonnyville No.87	of Bonnyville	MD of Bornyville No.87	MD of Bonnyville No.87	of Bonnyville	MD of Bonnyville No.87	of Bornyville	of Bonnyville	Bonnyville	MD of Bonnyville No.87	of Bonnyville	MD of Bonnyville No.87	MD of Bonnyville No.87	MD of Bonnyville No.8/	MD of Bonnaille No.97	MD of Bonnwille No.87		MD of Bonnwille No.87	MD of Bonnyville No.87	of Bonnyville	MD of Bonnyville No.87	MD of Bonnwille No.87																										
I ICKet#																																																
	188082	190319	190336	190416	190555	190634	190841	190932	191031	186343	186463	186512	186595	187069	187103	187137	187155	187173	187320	187691	188081	190335	190426	190479	190553	190635	190725	190842	190933	171260	186344	186466	186513	187079	187104	187119	187156	187174	187191	187209	188080	190313	190334	190414	190480	190552	190726	190934
пскет рате	2020/04/15	2020/04/15	2020/04/15	2020/04/15	2020/04/15	2020/04/15	2020/04/15	2020/04/15	2020/04/15	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/16	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17	2020/04/17

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Ticket Date	Ticke#	BIII To Name	Loaded At	Unloaded At	Aggregate Size	Quantity	
2020104147	401000	MO of Bornard Page	Shembourehi Dit	pool of the second	Dec 1 Clase 19 E	171 90	
2020/04/17	171070		Shankowski Pit	Bonyodle Yard	Dec 1 Class 12.5	218 28	
2020/04/18	186345	MD of Bonnwille No.87	Shankowski Pit	Bonnville Yard	- 4-	238.97	
2020/04/18	186467	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	231.90	
2020/04/18	186514	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	159.99	
2020/04/18	187078	MD of Bornyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	169.15	
2020/04/18	187105	MD of Bornyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	234.68	
2020/04/18	187118	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	144.43	
2020/04/18	187157	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	168.62	
2020/04/18	187192	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.85	
2020/04/18	187210	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	39.94	
2020/04/18	187231	MD of Bonnyville No.87	Shankowski Pít	Bonnyville Yard	1 Class	231.13	
2020/04/18	187690	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	192.53	
2020/04/18	188079	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	240.88	
2020/04/18	190412		Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	169.54	
2020/04/18	190481	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	235.65	
2020/04/18	190551	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.94	
2020/04/18	190935	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	1 Class	183.31	
2020/04/18	191028	MD of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	~	171.01	
2020/04/19	186260	MD of Bonnwille No.87		Bonnwille Yard	~	141.33	
2020/04/19	186346	MD of Bonnwille No.87		Bonnyille Yard	÷	236.54	
2020/04/49	186455	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Class	191.56	
2020/04/19	186468	MD of Bonoville No.87	Shankowski Pit	Bonnville Yard	1 Class	231.40	
2020/04/19	186524	MD of Bonnwille No.87		Bonnyville Yard	-	143.40	
20200202	186813	MD of Bonoville No 87		Bonoville Yard	. —	178.34	
2020/04/10	186894	MD of Bonewille No 87		Bonnwille Yard	Class	167.79	
2020/04/10	187106	MD of Bonnville No 87		Bonnwille Yard	1 Class	235.32	
202004/18	187117	MD of Bonnwille No 87	Shankowski Pit	Bonnwille Yard	· —	172.25	
202004119	197103	MD of Bonnwille No 87		Bonoville Yard	1 Class	169.33	
2020/04/19	187212	MD of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	Class	239.49	
2020/04/19	187247	MD of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	1 Class	231.21	
202070119	187689	MD of Bonnville No.87	Shankowski Pit	Bonnwille Yard	-	228.90	
2020/04/19	188078	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	-	199.30	
2020/04/19	188152	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	195.66	
2020/04/19	190428	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	-	169.28	
2020/04/19	190549		Shankowski Pít	Bonnyville Yard	Des 1 Class 12.5	141.35	
2020/04/19	190936	MD of Bonnwille No.87	Shankowski Pít	Bonnyville Yard	Des 1 Class 12.5	184.35	
2020/04/19	191027	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.17	
2020/04/20	186257	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.71	
2020/04/20	186347	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	237.12	
2020/04/20	186469		Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	231.84	
2020/04/20	186980		Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.68	
2020/04/20	187107	MD of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	Des 1 Class 12.5	233.94	
2020/04/20	187138		Shankowski Pit	Bonnyville Yard	~	172.16	
2020/04/20	187160		Spankowski Pit	Bonnwille Yard		169.26	
2020104120	187175	MD of Bonoville No 87		Bonnwille Yard	1 Class	192.32	
00/10/0000	107.10	MD of Bonovaille No 87		Bonnwille Yard	1 Class 12	169.54	
2020/04/20	107 134	MD of Boomseille No. 87	Shankowski Dit	Bonoville Yard	Class	197.87	
2020/04/20	187245	MD of Bonnwille No.87	Shankowski Pit	Bonoville Yard	٠.	231.06	
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2020/04/20 2020/04/20 2020/04/20

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Page 5

1871   1972	Ticket#	Bill To Name	Loaded At	Unloaded At	Aggregate Size	Quantity
1877.32		f Bonnwille No.87		Bonnwille Yard	Des 1 Class 12.5	234.12
1871/36         MD of Bornyville No.87         Shankowsis Pit           1871/36         MD of Bornyville No.87         Shankowsis Pit           1872/37         MD of Bornyville No.87         Shankowsis Pit           1802/30         MD of Bornyville No.87         Shankowsis Pit           1902/37         MD of Bornyville No.87         Shankowsis Pit           1902/38         MD of Bornyville No.87         Shankowsis Pit           1902/39         MD of Bornyville No.87         Shankowsis Pit           1902/30         MD of Bornyville No.87         Shankowsis Pit           1902/30         MD of Bornyville No.87         Shankowsis Pit           1902/30         MD of Bornyville No.87         Shankowsis Pit           1865/51         MD of Bornyville No.87         Shankowsis Pit           1871/28         MD of Bornyville No.87         Shankowsis Pit           1871/29         MD of Bornyville No.87         Shankowsis Pit           1871/20         MD of Bornyville No.87 <td>OUM</td> <td>f Bonnyville No.87</td> <td>Shankowski Pit</td> <td>Bonnyville Yard</td> <td>1 Class</td> <td>144.73</td>	OUM	f Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	144.73
MD of Bornyville No.87  Shankowski PH  MD of Bor	OM)	f Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.58
18771955         MD of Bornnyville No.87         Shankowski PR           1872217         MD of Bornnyville No.87         Shankowski PR           180237         MD of Bornnyville No.87         Shankowski PR           190728         MD of Bornnyville No.87         Shankowski PR           190729         MD of Bornnyville No.87         Shankowski PR           1907240         MD of Bornnyville No.87         Shankowski PR           190240         MD of Bornnyville No.87         Shankowski PR           186472         MD of Bornnyville No.87         Shankowski PR           186473         MD of Bornnyville No.87         Shankowski PR           187719         MD of Bornnyville No.87         Shankowski PR           187719         MD of Bornnyville No.87         Shankowski PR           187729         MD of Bornnyville No.87         Shankowski PR           187739         MD of Bornnyville No.87         Shankowski PR           180546         MD of Bornnyville No.87         Shankowski PR           180654         MD of Bornnyville No.87         Shankowski PR           180654         MD of Bornnyville No.87         Shankowski PR           180722         MD of Bornnyville No.87         Shankowski PR           187248         MD of Bornnyville No.87 <td< td=""><td>MD</td><td>f Bonnyville No.87</td><td>Shankowski Pit</td><td>Bonnyville Yard</td><td>Des 1 Class 12.5</td><td>191.96</td></td<>	MD	f Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	191.96
1872477         MD of Bornyville No.87         Shankowski PR           190240         MD of Bornyville No.87         Shankowski PR           190243         MD of Bornyville No.87         Shankowski PR           190244         MD of Bornyville No.87         Shankowski PR           1901224         MD of Bornyville No.87         Shankowski PR           190240         MD of Bornyville No.87         Shankowski PR           186851         MD of Bornyville No.87         Shankowski PR           186498         MD of Bornyville No.87         Shankowski PR           186498         MD of Bornyville No.87         Shankowski PR           186711         MD of Bornyville No.87         Shankowski PR           187713         MD of Bornyville No.87         Shankowski PR           187714         MD of Bornyville No.87         Shankowski PR           187724         MD of Bornyville No.87         Shankowski PR           180440         MD of Bornyville No.87         Shankowski PR           1805322         MD of Bornyville No.87         Shankowski PR           180649         MD of Bornyville No.87         Shankowski PR           180723         MD of Bornyville No.87         Shankowski PR           180240         MD of Bornyville No.87         Shankowski PR	MD	f Bonnyville No.87		Bonnyville Yard	1 Class	172.07
190547 MD of Bornyville No.87 Shankowski Pit 190728 MD of Bornyville No.87 Shankowski Pit 190728 MD of Bornyville No.87 Shankowski Pit 190728 MD of Bornyville No.87 Shankowski Pit 1907294 MD of Bornyville No.87 Shankowski Pit 1907294 MD of Bornyville No.87 Shankowski Pit 1907294 MD of Bornyville No.87 Shankowski Pit 1907295 MD of Bornyville No.87 Shankowski Pit 1907295 MD of Bornyville No.87 Shankowski Pit 1907295 MD of Bornyville No.87 Shankowski Pit 1907296 MD of Bornyville No.87 Shankowski Pit 190729 MD of Bornyville No.87 Shankowski Pit 190720 MD of B	MDo	of Bonnyville No.87		Bonnyville Yard	1 Class	198.79
190547 MD of Bornyville No.87 Shankowski PR   190248 MD of Bornyville No.87 Shankowski PR   190249 MD of Bornyville No.87 Shankowski PR   190241 MD of Bornyville No.87 Shankowski PR   190242 MD of Bornyville No.87 Shankowski PR   190244 MD of Bornyville No.87 Shankowski PR   190242 MD of Bornyville No.87 Shankowski PR   190242 MD of Bornyville No.87 Shankowski PR   190243 MD of Bornyville No.87 Shankowski PR   190244 MD of Bornyville No.87 Shankowski PR   190249 MD of Bornyville No.87 Shankowski PR   190340 MD of Bornyvi	ODM	of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	231.14
190728         MD of Bornyville No.87         Shankowski Pit           190240         MD of Bornyville No.87         Shankowski Pit           191024         MD of Bornyville No.87         Shankowski Pit           186351         MD of Bornyville No.87         Shankowski Pit           186472         MD of Bornyville No.87         Shankowski Pit           186485         MD of Bornyville No.87         Shankowski Pit           186486         MD of Bornyville No.87         Shankowski Pit           187712         MD of Bornyville No.87         Shankowski Pit           187726         MD of Bornyville No.87         Shankowski Pit           187736         MD of Bornyville No.87         Shankowski Pit           187737         MD of Bornyville No.87         Shankowski Pit           187738         MD of Bornyville No.87         Shankowski Pit           187739         MD of Bornyville No.87         Shankowski Pit           187734         MD of Bornyville No.87         Shan	MDo	of Bonnyville No.87		Bonnyville Yard	1 Class	140.52
190940 MD of Bornyville No.87 Shankwski Pt 191024 MD of Bornyville No.87 Shankwski Pt 191022 MD of Bornyville No.87 Shankwski Pt 191713 Shankwski Pt 191714 MD of Bornyville No.87 Shankwski Pt 191715 MD of Bornyville No.87 Shankwski Pt 191715 MD of Bornyville No.87 Shankwski Pt 191715 MD of Bornyville No.87 Shankwski Pt 191726 MD of Bornyville No.87 Shankwski Pt 191722 MD of Bornyville No.87 Shankwski Pt 191723 MD of Bornyville No.87 Shankwski Pt 191	MD	of Bonnyville No.87		Bonnyville Yard	1 Class	117.24
1910.24         MD of Bornyville No.87         Shankowski PH           166969         MD of Bornyville No.87         Shankowski PH           166361         MD of Bornyville No.87         Shankowski PH           166362         MD of Bornyville No.87         Shankowski PH           166422         MD of Bornyville No.87         Shankowski PH           166426         MD of Bornyville No.87         Shankowski PH           167127         MD of Bornyville No.87         Shankowski PH           187128         MD of Bornyville No.87         Shankowski PH           187129         MD of Bornyville No.87         Shankowski PH           187129         MD of Bornyville No.87         Shankowski PH           180524         MD of Bornyville No.87         Shankowski PH           190729         MD of Bornyville No.87         Shankowski PH           186850         MD of Bornyville No.87         Shankowski PH           186860         MD of Bornyville No.87         Shankowski PH           187124         MD of Bornyville No.87         Shankowski PH           187248         MD of Bornyville No.87         Shankowski PH           187248         MD of Bornyville No.87         Shankowski PH           180930         MD of Bornyville No.87         Shankowski PH		of Bonnyville No.87		Bonnyville Yard	1 Class	183.66
166969	MD	of Bonnyville No.87		Bonnyville Yard	Des 1 Class 12.5	173.16
186351         MD of Bonnyville No.87         Shankowski Pit           186472         MD of Bonnyville No.87         Shankowski Pit           186486         MD of Bonnyville No.87         Shankowski Pit           18711         MD of Bonnyville No.87         Shankowski Pit           18712         MD of Bonnyville No.87         Shankowski Pit           18713         MD of Bonnyville No.87         Shankowski Pit           18714         MD of Bonnyville No.87         Shankowski Pit           18715         MD of Bonnyville No.87         Shankowski Pit           180546         MD of Bonnyville No.87         Shankowski Pit           180547         MD of Bonnyville No.87         Shankowski Pit           180548         MD of Bonnyville No.87         Shankowski Pit           180549         MD of Bonnyville No.87         Shankowski Pit           18712         MD of Bonnyville No.87         Shankowski Pit           18713         MD of Bonnyville No.87         Shankowski Pit           187246         MD of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           187249         MD of Bonnyville No.87         Shankowski Pit           186500         MD of Bonnyville No.87         Shankowski	OM	of Bonnwille No.87		Bonnyville Yard	~	175.40
186472         MD of Bonnyville No.87         Shankowski Pit R8498           186493         MD of Bonnyville No.87         Shankowski Pit Rahkowski Pit R17128           187146         MD of Bonnyville No.87         Shankowski Pit Rahkowski Pit R17128           187145         MD of Bonnyville No.87         Shankowski Pit Rahkowski Pit R187136           187136         MD of Bonnyville No.87         Shankowski Pit Rahkowski Pit R187136           187136         MD of Bonnyville No.87         Shankowski Pit Rahkowski Pit R187136           180729         MD of Bonnyville No.87         Shankowski Pit Rahkowski Pit R18712           180729         MD of Bonnyville No.87         Shankowski Pit R18649           MD of Bonnyville No.87         Shankowski Pit R18649           MD of Bonnyville No.87         Shankowski Pit R18712           MD of Bonnyville No.87         Shankowski Pit R18713           MD of Bonnyville No.87         Shankowski Pit R187248           MD of Bonnyville No.87         Shankowski Pit R187248           MD of Bonnyville No.87         Shankowski Pit R187248           MD of Bonnyville No.87         Shankowski Pit R18626           MD of Bonnyville No.87         Shankowski Pit R18626           MD of Bonnyville No.87         Shankowski Pit R18626           MD of Bonnyville No.87         Shankowski Pit R187130 <td>MD</td> <td>of Bonnyville No.87</td> <td></td> <td>Bonnyville Yard</td> <td>1 Class</td> <td>238.14</td>	MD	of Bonnyville No.87		Bonnyville Yard	1 Class	238.14
186498         MD of Bonnyville No.87         Shankowski Pit Reserved           187128         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit Reserved           187126         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit Reserved           187126         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit MD of Bonnyville No.87           187236         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit MD of Bonnyville No.87           180546         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit MD of Bonnyville No.87           180527         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit MD of Bonnyville No.87           180535         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit Shankowski Pit MD of Bonnyville No.87           18712         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit Shankowski Pit MD of Bonnyville No.87           187236         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit MD of Bonnyville No.87           187248         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit MD of Bonnyville No.87           180520         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit MD of Bonnyville No.87           186520         MD of Bonnyville No.87         Shankowski Pit Shankowski Pit Shankowski Pit MD of Bonnyville No.87           186520         MD of Bonnyville No.87<	MD	of Bonnyville No.87		Bonnyville Yard	1 Class	116.04
186865         MD of Bonnyville No.87         Shankowski Pit           18711         MD of Bonnyville No.87         Shankowski Pit           187126         MD of Bonnyville No.87         Shankowski Pit           187129         MD of Bonnyville No.87         Shankowski Pit           187139         MD of Bonnyville No.87         Shankowski Pit           180546         MD of Bonnyville No.87         Shankowski Pit           190547         MD of Bonnyville No.87         Shankowski Pit           190641         MD of Bonnyville No.87         Shankowski Pit           190642         MD of Bonnyville No.87         Shankowski Pit           180650         MD of Bonnyville No.87         Shankowski Pit           180660         MD of Bonnyville No.87         Shankowski Pit           18712         MD of Bonnyville No.87         Shankowski Pit           187131         MD of Bonnyville No.87         Shankowski Pit           18714         MD of Bonnyville No.87         Shankowski Pit           18714         MD of Bonnyville No.87         Shankowski Pit           180320         MD of Bonnyville No.87         Shankowski Pit           18650         MD of Bonnyville No.87         Shankowski Pit           18650         MD of Bonnyville No.87         Shankowski	MD	of Bonnyville No.87		Bonnyville Yard	1 Class	240.51
187111         MD of Bonnyville No.87         Shankowski Pit           187128         MD of Bonnyville No.87         Shankowski Pit           187129         MD of Bonnyville No.87         Shankowski Pit           187136         MD of Bonnyville No.87         Shankowski Pit           187236         MD of Bonnyville No.87         Shankowski Pit           190729         MD of Bonnyville No.87         Shankowski Pit           180720         MD of Bonnyville No.87         Shankowski Pit           186860         MD of Bonnyville No.87         Shankowski Pit           187131         MD of Bonnyville No.87         Shankowski Pit           187734         MD of Bonnyville No.87         Shankowski Pit           187235         MD of Bonnyville No.87         Shankowski Pit           180374         MD of Bonnyville No.87         Shankowski Pit           180320         MD of Bonnyville No.87         Shankowski Pit           186520         MD of Bonnyville No.87         Shankowski Pit           186520         MD of Bonnyville No.87         Shan	MD	of Bonnwille No.87		Bonnville Yard	1 Class	196.99
187128         MD of Bonnyville No.87         Shankowski Pit           187128         MD of Bonnyville No.87         Shankowski Pit           187136         MD of Bonnyville No.87         Shankowski Pit           187236         MD of Bonnyville No.87         Shankowski Pit           190346         MD of Bonnyville No.87         Shankowski Pit           190347         MD of Bonnyville No.87         Shankowski Pit           190348         MD of Bonnyville No.87         Shankowski Pit           190349         MD of Bonnyville No.87         Shankowski Pit           186350         MD of Bonnyville No.87         Shankowski Pit           186360         MD of Bonnyville No.87         Shankowski Pit           186361         MD of Bonnyville No.87         Shankowski Pit           187131         MD of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           180320         MD of Bonnyville No.87         Shankowski Pit           180321         MD of Bonnyville No.87         Shankowski Pit           190322         MD of Bonnyville No.87         Shankowski Pit           190322         MD of Bonnyville No.87         Shankowski Pit           186523         MD of Bonnyville No.87         Shan	DOM	of Bonnwille No.87	Shankowski Pit.	Bonnyville Yard	Des 1 Class 12.5	234.85
187165   MD of Bonnyville No.87   Shankowski Pit 187179   MD of Bonnyville No.87   Shankowski Pit 187189   MD of Bonnyville No.87   Shankowski Pit 197239   MD of Bonnyville No.87   Shankowski Pit 190244   MD of Bonnyville No.87   Shankowski Pit 190241   MD of Bonnyville No.87   Shankowski Pit 191023   MD of Bonnyville No.87   Shankowski Pit 186390   MD of Bonnyville No.87   Shankowski Pit 186390   MD of Bonnyville No.87   Shankowski Pit 187112   MD of Bonnyville No.87   Shankowski Pit 187114   MD of Bonnyville No.87   Shankowski Pit 187235   MD of Bonnyville No.87   Shankowski Pit 187246   MD of Bonnyville No.87   Shankowski Pit 187246   MD of Bonnyville No.87   Shankowski Pit 186235   MD of Bonnyville No.87   Shankowski Pit 186230   MD of Bonnyville No.87   Shankowski Pit 186330   MD of Bonnyville No.87   Shankowski Pit 186730   MD of Bonnyville No.87   Shankowski Pit 186730   MD of Bonnyville No.87   Shankowski Pit 187130   MD of Bonnyville No.87   S	QW	of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	1 Class	144.51
1871'99   MID of Bonnyville No.87   Shankowski Pit 1871'99   MID of Bonnyville No.87   Shankowski Pit 190546   MID of Bonnyville No.87   Shankowski Pit 190546   MID of Bonnyville No.87   Shankowski Pit 190941   MID of Bonnyville No.87   Shankowski Pit 190941   MID of Bonnyville No.87   Shankowski Pit 186499   MID of Bonnyville No.87   Shankowski Pit 186499   MID of Bonnyville No.87   Shankowski Pit 187112   MID of Bonnyville No.87   Shankowski Pit 187112   MID of Bonnyville No.87   Shankowski Pit 187208   MID of Bonnyville No.87   Shankowski Pit 187208   MID of Bonnyville No.87   Shankowski Pit 187246   MID of Bonnyville No.87   Shankowski Pit 187248   MID of Bonnyville No.87   Shankowski Pit 187246   MID of Bonnyville No.87   Shankowski Pit 190320   MID of Bonnyville No.87   Shankowski Pit 186528   MID of Bonnyville No.87   Shankowski Pit 186520   MID of Bonnyville No.87   Shankowski Pit 186520   MID of Bonnyville No.87   Shankowski Pit 186720   MID of Bonnyville No.87   Shankowski Pit 187130   MID of Bonnyville No.87   Shankowski Pit 187131   MID of Bonnyville No.87   Shankow	QW	of Bonnwille No.87		Bonnwille Yard	Class	173,35
187196   MID of Borntyville No.87   Sharkowski Pit 187236   MID of Borntyville No.87   Sharkowski Pit 190524   MID of Borntyville No.87   Sharkowski Pit 190729   MID of Borntyville No.87   Sharkowski Pit 191023   MID of Borntyville No.87   Sharkowski Pit 186332   MID of Borntyville No.87   Sharkowski Pit 186322   MID of Borntyville No.87   Sharkowski Pit 1863499   MID of Borntyville No.87   Sharkowski Pit 186349   MID of Borntyville No.87   Sharkowski Pit 187112   MID of Borntyville No.87   Sharkowski Pit 187248   MID of Borntyville No.87   Sharkowski Pit 190320   MID of Borntyville No.87   Sharkowski Pit 190320   MID of Borntyville No.87   Sharkowski Pit 186228   MID of Borntyville No.87   Sharkowski Pit 186220   MID of Borntyville No.87   Sharkowski Pit 186220   MID of Borntyville No.87   Sharkowski Pit 186230   MID of Borntyville No.87   Sharkowski Pit 186720   MID of Borntyville No.87   Sharkowski Pit 187130   MID of Borntyville No.87   Sharkowski Pit 187131   MID of Borntyville No.87   Sharkowski Pit 187	CIM	of Bonnwille No.87	Shankowski Pit	Bonnville Yard	1 Class	192.61
187236         MD of Borntyrille No.87         Shankowski Pit           190546         MD of Borntyrille No.87         Shankowski Pit           190729         MD of Borntyrille No.87         Shankowski Pit           190941         MD of Borntyrille No.87         Shankowski Pit           186352         MD of Borntyrille No.87         Shankowski Pit           186499         MD of Borntyrille No.87         Shankowski Pit           186490         MD of Borntyrille No.87         Shankowski Pit           186490         MD of Borntyrille No.87         Shankowski Pit           187112         MD of Borntyrille No.87         Shankowski Pit           187208         MD of Borntyrille No.87         Shankowski Pit           187244         MD of Borntyrille No.87         Shankowski Pit           180320         MD of Borntyrille No.87         Shankowski Pit           190320         MD of Borntyrille No.87         Shankowski Pit           190320         MD of Borntyrille No.87         Shankowski Pit           186526         MD of Borntyrille No.87         Shankowski Pit           186520         MD of Borntyrille No.87         Shankowski Pit           187130         MD of Borntyrille No.87         Shankowski Pit           187131         MD of Borntyrille No.87 <td>OM</td> <td>of Bonnvville No.87</td> <td>Shankowski Pit</td> <td>Bonnville Yard</td> <td>1 Class</td> <td>142.47</td>	OM	of Bonnvville No.87	Shankowski Pit	Bonnville Yard	1 Class	142.47
190246   MD of Borntyville No.87   Shankowski Pit 190249   MD of Borntyville No.87   Shankowski Pit 190223   MD of Borntyville No.87   Shankowski Pit 191023   MD of Borntyville No.87   Shankowski Pit 186499   MD of Borntyville No.87   Shankowski Pit 186499   MD of Borntyville No.87   Shankowski Pit 187112   MD of Borntyville No.87   Shankowski Pit 187214   MD of Borntyville No.87   Shankowski Pit 187214   MD of Borntyville No.87   Shankowski Pit 187248   MD of Borntyville No.87   Shankowski Pit 187248   MD of Borntyville No.87   Shankowski Pit 187248   MD of Borntyville No.87   Shankowski Pit 190320   MD of Borntyville No.87   Shankowski Pit 190320   MD of Borntyville No.87   Shankowski Pit 196220   MD of Borntyville No.87   Shankowski Pit 186500   MD of Borntyville No.87   Shankowski Pit 186500   MD of Borntyville No.87   Shankowski Pit 187210   MD of Borntyville No.87   Shankowski Pit 187210   MD of Borntyville No.87   Shankowski Pit 187210   MD of Borntyville No.87   Shankowski Pit 187130   MD of Borntyville No.87   Shankowski Pit 187131   MD of Borntyville No.87   Shankowski Pit 187233   MD of Borntyville No.87   Shankowsk	QM	of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	1 Class	193.18
190729 MD of Bornyville No.87 190941 MD of Bornyville No.87 190941 MD of Bornyville No.87 186890 MD of Bornyville No.87 186860 MD of Bornyville No.87 186860 MD of Bornyville No.87 187121 MD of Bornyville No.87 187235 MD of Bornyville No.87 187248 MD of Bornyville No.87 187249 MD of Bornyville No.87 186628 MD of Bornyville No.87 186629 MD of Bornyville No.87 187130 MD of Bornyville No.87 187130 MD of Bornyville No.87 187130 MD of Bornyville No.87 Sharkowski Pit 187137 MD of Bornyville No.87 Sharkowski Pit 187130 MD of Bornyville No.87 Sharkowski Pit 187130 MD of Bornyville No.87 Sharkowski Pit 187130 MD of Bornyville No.87 Sharkowski Pit 187131 MD of Bornyville No.87 Sharkowski Pit 187131 MD of Bornyville No.87 Sharkowski Pit 187137		of Bonnwille No 87	Shankowski Pit	Bonnwille Yard	<del>-</del>	141.25
190941         MID of Bonnyville No.87         Shankowski Pit           191023         MD of Bonnyville No.87         Shankowski Pit           186499         MD of Bonnyville No.87         Shankowski Pit           186499         MD of Bonnyville No.87         Shankowski Pit           186866         MD of Bonnyville No.87         Shankowski Pit           187112         MD of Bonnyville No.87         Shankowski Pit           187208         MD of Bonnyville No.87         Shankowski Pit           187208         MD of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           180220         MD of Bonnyville No.87         Shankowski Pit           190220         MD of Bonnyville No.87         Shankowski Pit           190220         MD of Bonnyville No.87         Shankowski Pit           186520         MD of Bonnyville No.87         Shankowski Pit           186521         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187148         MD of Bonnyville No.87         Sha	Q	of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Class	88.38
191023  MD of Bornyville No.87  186392  MD of Bornyville No.87  186499  MD of Bornyville No.87  186866  MD of Bornyville No.87  187102  MD of Bornyville No.87  187208  MD of Bornyville No.87  187204  MD of Bornyville No.87  187205  MD of Bornyville No.87  Shankowski Pit  187205  MD of Bornyville No.87  Shankowski Pit  187206  MD of Bornyville No.87  Shankowski Pit  180220  MD of Bornyville No.87  Shankowski Pit  190220  MD of Bornyville No.87  Shankowski Pit  190220  MD of Bornyville No.87  Shankowski Pit  190220  MD of Bornyville No.87  Shankowski Pit  186506  MD of Bornyville No.87  Shankowski Pit  186507  MD of Bornyville No.87  Shankowski Pit  186507  MD of Bornyville No.87  Shankowski Pit  187707  MD of Bornyville No.87  Shankowski Pit  Shankowski Pit	QW	of Bonnvville No.87	Shankowski Pit	Bonnwille Yard	1 Class	184.83
186352         MD of Bonnyville No.87         Shankowski Pit           186499         MD of Bonnyville No.87         Shankowski Pit           186860         MD of Bonnyville No.87         Shankowski Pit           187121         MD of Bonnyville No.87         Shankowski Pit           187235         MD of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           188074         MD of Bonnyville No.87         Shankowski Pit           190320         MD of Bonnyville No.87         Shankowski Pit           190321         MD of Bonnyville No.87         Shankowski Pit           190222         MD of Bonnyville No.87         Shankowski Pit           190233         MD of Bonnyville No.87         Shankowski Pit           186533         MD of Bonnyville No.87         Shankowski Pit           186534         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187131         MD of Bonnyville No.87         Shankowski Pit           187147         MD of Bonnyville No.87         Shankowski Pit           187333         MD of Bonnyville No.87         Shan	OGW	of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	1 Class	114.23
186499         MD of Bonnyville No.87         Shankowski Pit           186860         MD of Bonnyville No.87         Shankowski Pit           187314         MD of Bonnyville No.87         Shankowski Pit           187215         MD of Bonnyville No.87         Shankowski Pit           187228         MD of Bonnyville No.87         Shankowski Pit           187249         MD of Bonnyville No.87         Shankowski Pit           18074         MD of Bonnyville No.87         Shankowski Pit           190320         MD of Bonnyville No.87         Shankowski Pit           190321         MD of Bonnyville No.87         Shankowski Pit           190322         MD of Bonnyville No.87         Shankowski Pit           19022         MD of Bonnyville No.87         Shankowski Pit           18650         MD of Bonnyville No.87         Shankowski Pit           18651         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187197         MD of Bonnyville No.87         Shankowski Pit           187197         MD of Bonnyville No.87         Shankowski Pit           18721         MD of Bonnyville No.87         Shankowski Pit           18721         MD of Bonnyville No.87         Shankowski	WD	of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	Des 1 Class 12.5	158.44
186866         MD of Bornyville No.87         Shankowski Pit           186866         MD of Bornyville No.87         Shankowski Pit           18712         MD of Bornyville No.87         Shankowski Pit           187208         MD of Bornyville No.87         Shankowski Pit           187248         MD of Bornyville No.87         Shankowski Pit           18074         MD of Bornyville No.87         Shankowski Pit           18072         MD of Bornyville No.87         Shankowski Pit           19022         MD of Bornyville No.87         Shankowski Pit           19023         MD of Bornyville No.87         Shankowski Pit           19023         MD of Bornyville No.87         Shankowski Pit           18650         MD of Bornyville No.87         Shankowski Pit           18652         MD of Bornyville No.87         Shankowski Pit           18710         MD of Bornyville No.87         Shankowski Pit           18713         MD of Bornyville No.87         Shankowski Pit           18714         MD of Bornyville No.87         Shankowski Pit           18719         MD of Bornyville No.87         Shankowski Pit           18719         MD of Bornyville No.87         Shankowski Pit           18723         MD of Bornyville No.87         Shankowski Pit <td>QW</td> <td>of Bonnville No.87</td> <td>Shankowski Pit</td> <td>Bonnwille Yard</td> <td>٠-</td> <td>240.61</td>	QW	of Bonnville No.87	Shankowski Pit	Bonnwille Yard	٠-	240.61
186866         MD of Bonnyville No.87         Shankowski Pit           187112         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           187249         MD of Bonnyville No.87         Shankowski Pit           180320         MD of Bonnyville No.87         Shankowski Pit           190320         MD of Bonnyville No.87         Shankowski Pit           19022         MD of Bonnyville No.87         Shankowski Pit           186235         MD of Bonnyville No.87         Shankowski Pit           186220         MD of Bonnyville No.87         Shankowski Pit           186221         MD of Bonnyville No.87         Shankowski Pit           18730         MD of Bonnyville No.87         Shankowski Pit           18730         MD of Bonnyville No.87         Shankowski Pit           18731         MD of Bonnyville No.87         Shankowski Pit           18733         MD of Bonnyville No.87         Shankowski Pit           18734         MD of Bonnyville No.87         Shankowski Pit           18733         MD of Bonnyville No.87         Shankowski Pit           18733         MD of Bonnyville No.87         Shankowski P	QW	of Bonnwille No.87		Bonnwille Yard	1 Class	175.09
187112         MD of Bonnyville No.87         Shankowski Pit           187131         MD of Bonnyville No.87         Shankowski Pit           187238         MD of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           180320         MD of Bonnyville No.87         Shankowski Pit           190320         MD of Bonnyville No.87         Shankowski Pit           19022         MD of Bonnyville No.87         Shankowski Pit           186323         MD of Bonnyville No.87         Shankowski Pit           186228         MD of Bonnyville No.87         Shankowski Pit           186320         MD of Bonnyville No.87         Shankowski Pit           18730         MD of Bonnyville No.87         Shankowski Pit           18730         MD of Bonnyville No.87         Shankowski Pit           18730         MD of Bonnyville No.87         Shankowski Pit           18731         MD of Bonnyville No.87         Shankowski Pit           18733         MD of Bonnyville No.87         Shankowski Pit           18734         MD of Bonnyville No.87         Shankowski Pit           18733         MD of Bonnyville No.87         Shankowski Pit           18733         MD of Bonnyville No.87         Shankowski Pi	OM	of Bonnyville No.87		Bonnyville Yard	Des 1 Class 12.5	196.55
187131         MD of Bornyville No.87         Shankowski Pit           187208         MD of Bornyville No.87         Shankowski Pit           187208         MD of Bornyville No.87         Shankowski Pit           187248         MD of Bornyville No.87         Shankowski Pit           190220         MD of Bornyville No.87         Shankowski Pit           190220         MD of Bornyville No.87         Shankowski Pit           190220         MD of Bornyville No.87         Shankowski Pit           186535         MD of Bornyville No.87         Shankowski Pit           186528         MD of Bornyville No.87         Shankowski Pit           186530         MD of Bornyville No.87         Shankowski Pit           187130         MD of Bornyville No.87         Shankowski Pit           187130         MD of Bornyville No.87         Shankowski Pit           1871497         MD of Bornyville No.87         Shankowski Pit           187218         MD of Bornyville No.87         Shankowski Pit           187221         MD of Bornyville No.87         Shankowski Pit           187233         MD of Bornyville No.87         Shankowski Pit	MD	of Bonnwille No.87		Bonnyville Yard	_	234.55
187208         MD of Bornyville No.87         Shankowski Plt           187235         MD of Bornyville No.87         Shankowski Plt           187248         MD of Bornyville No.87         Shankowski Plt           18024         MD of Bornyville No.87         Shankowski Plt           190220         MD of Bornyville No.87         Shankowski Plt           190230         MD of Bornyville No.87         Shankowski Plt           186553         MD of Bornyville No.87         Shankowski Plt           186560         MD of Bornyville No.87         Shankowski Plt           186510         MD of Bornyville No.87         Shankowski Plt           18720         MD of Bornyville No.87         Shankowski Plt           18730         MD of Bornyville No.87         Shankowski Plt           18730         MD of Bornyville No.87         Shankowski Plt           18731         MD of Bornyville No.87         Shankowski Plt           18731         MD of Bornyville No.87         Shankowski Plt           18733         MD of Bornyville No.87         Shankowski Plt           18733         MD of Bornyville No.87         Shankowski Plt	OW OW	of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	143.30
187235         MID of Bonnyville No.87         Shankowski Pit           187248         MD of Bonnyville No.87         Shankowski Pit           188074         MD of Bonnyville No.87         Shankowski Pit           190320         MD of Bonnyville No.87         Shankowski Pit           191022         MD of Bonnyville No.87         Shankowski Pit           18653         MD of Bonnyville No.87         Shankowski Pit           18650         MD of Bonnyville No.87         Shankowski Pit           186720         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187233         MD of Bonnyville No.87         Shankowski Pit	MD	of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 1 Class 12.5	170.67
187248         MD of Bonnyville No.87         Shankowski Pit           188074         MD of Bonnyville No.87         Shankowski Pit           190320         MD of Bonnyville No.87         Shankowski Pit           19022         MD of Bonnyville No.87         Shankowski Pit           186536         MD of Bonnyville No.87         Shankowski Pit           186527         MD of Bonnyville No.87         Shankowski Pit           186528         MD of Bonnyville No.87         Shankowski Pit           186530         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187233         MD of Bonnyville No.87         Shankowski Pit	OM	of Bonnyville No.87		Bonnyville Yard	_	232.42
188074         MD of Bonnyville No.87         Shankowski Pit           190320         MD of Bonnyville No.87         Shankowski Pit           190330         MD of Bonnyville No.87         Shankowski Pit           191022         MD of Bonnyville No.87         Shankowski Pit           186500         MD of Bonnyville No.87         Shankowski Pit           186522         MD of Bonnyville No.87         Shankowski Pit           186510         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187140         MD of Bonnyville No.87         Shankowski Pit           18718         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit	MD	of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	172.76
190320         MD of Bonnyville No.87         Shankowski Pit           190930         MD of Bonnyville No.87         Shankowski Pit           191022         MD of Bonnyville No.87         Shankowski Pit           186353         MD of Bonnyville No.87         Shankowski Pit           186520         MD of Bonnyville No.87         Shankowski Pit           186521         MD of Bonnyville No.87         Shankowski Pit           18720         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187140         MD of Bonnyville No.87         Shankowski Pit           187187         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit	MD	of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	1 Class	240.46
190930         MD of Bonnyville No.87         Shankowski Pit           191022         MD of Bonnyville No.87         Shankowski Pit           186353         MD of Bonnyville No.87         Shankowski Pit           186528         MD of Bonnyville No.87         Shankowski Pit           186720         MD of Bonnyville No.87         Shankowski Pit           186710         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187197         MD of Bonnyville No.87         Shankowski Pit           187197         MD of Bonnyville No.87         Shankowski Pit           187218         MD of Bonnyville No.87         Shankowski Pit           187229         MD of Bonnyville No.87         Shankowski Pit	MD	of Bonnyville No.87	Shankowski Pit	. Bonnyville Yard	1 Class	231.76
191022         MD of Bonnyville No.87         Shankowski Pit           186535         MD of Bonnyville No.87         Shankowski Pit           186500         MD of Bonnyville No.87         Shankowski Pit           186522         MD of Bonnyville No.87         Shankowski Pit           186720         MD of Bonnyville No.87         Shankowski Pit           187130         MD of Bonnyville No.87         Shankowski Pit           187137         MD of Bonnyville No.87         Shankowski Pit           187197         MD of Bonnyville No.87         Shankowski Pit           18723         MD of Bonnyville No.87         Shankowski Pit           187233         MD of Bonnyville No.87         Shankowski Pit           187233         MD of Bonnyville No.87         Shankowski Pit	MD	of Bonnyville No.87		Bonnyville Yard	1 Class	147.38
186253 MD of Bonnyville No.87 Shankowski Pit 186200 MD of Bonnyville No.87 Shankowski Pit 186220 MD of Bonnyville No.87 Shankowski Pit 186720 MD of Bonnyville No.87 Shankowski Pit 186910 MD of Bonnyville No.87 Shankowski Pit 187130 MD of Bonnyville No.87 Shankowski Pit 187180 MD of Bonnyville No.87 Shankowski Pit 187218 MD of Bonnyville No.87 Shankowski Pit 187218 MD of Bonnyville No.87 Shankowski Pit 187218 MD of Bonnyville No.87 Shankowski Pit	MD	of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Ψ-	172.58
186500 MD of Borntyville No.87 Shankowski Pit 18628 MD of Borntyville No.87 Shankowski Pit 186720 MD of Borntyville No.87 Shankowski Pit 186910 MD of Borntyville No.87 Shankowski Pit 187130 MD of Borntyville No.87 Shankowski Pit 187180 MD of Borntyville No.87 Shankowski Pit 187218 MD of Borntyville No.87 Shankowski Pit 187218 MD of Borntyville No.87 Shankowski Pit 187218 MD of Borntyville No.87 Shankowski Pit	QX	of Bonovville No.87	Shankowski Pit	Bonnyville Yard	τ-	238.03
186628         MD of Bornyville No.87         Shankowski Pit           186720         MD of Bornyville No.87         Shankowski Pit           186910         MD of Bornyville No.87         Shankowski Pit           187130         MD of Bornyville No.87         Shankowski Pit           187180         MD of Bornyville No.87         Shankowski Pit           187218         MD of Bornyville No.87         Shankowski Pit           187218         MD of Bornyville No.87         Shankowski Pit           187218         MD of Bornyville No.87         Shankowski Pit	Q	of Bonoville No.87		Bonnyville Yard	Des 1 Class 12.5	200.92
186720 MD of Bornyville No.87 Shankowski Pit 186910 MD of Bornyville No.87 Shankowski Pit 187130 MD of Bornyville No.87 Shankowski Pit 187180 MD of Bornyville No.87 Shankowski Pit 187197 MD of Bornyville No.87 Shankowski Pit 187218 MD of Bornyville No.87 Shankowski Pit 187218 MD of Bornyville No.87 Shankowski Pit	Q	of Bonnville No.87		Bonnyville Yard	Des 1 Class 12.5	194.60
186910         MD of Bornayville No.87         Shankowski Plt           187130         MD of Bornayville No.87         Shankowski Plt           187180         MD of Bornayville No.87         Shankowski Plt           187197         MD of Bornayville No.87         Shankowski Plt           187218         MD of Bornayville No.87         Shankowski Plt           187233         MD of Bornayville No.87         Shankowski Plt	Š	of Bonoville No.87	Shankowski Pit	Bonnyville Yard	1 Class	142.18
187130 MD of Bornyville No.87 Shankowski Pft 187180 MD of Bornyville No.87 Shankowski Pft 187197 MD of Bornyville No.87 Shankowski Pft 187218 MD of Bornyville No.87 Shankowski Pft 187233 MD of Bornyville No.87 Shankowski Pft	S	of Bonovville No.87	Shankowski Pit	Bonnyville Yard	1 Class	171.84
18723 MD of Bornyville No.87 Shankowski Pit 187233 MD of Bornyville No.87 Shankowski Pit		of Bonnwille No 87	Shankowski Dit	Bonnwille Yard	Class	172.07
187197 MD of Bonnyville No.87 Shankowski Pit 187218 MD of Bonnyville No.87 Shankowski Pit 187233 MD of Bonnyville No.87 Shankowski Pit		of Boomsville No 87	Charloneti Dit	Bonnwille Vard		192.63
197 MD of Bonnyville No.59 Shankowski Pit 187218 MD of Bonnyville No.87 Shankowski Pit 187233 MD of Bonnyville No.87 Shankowski Pit		of Domingville No.07	Charlester Dit	Bonnwille Vard	1 Class	170.67
18/218 MD of Bonnyille No.87 Shankowski Pit 187233 MD of Bonnyille No.87 Shankowski Pit		of Bonntyville No.67	Oliarikowski Pil	DOMINI VIIII	Class	300.38
187233 ML of Bonnyville No.8/ Shankowski Pil	QW:	of Bonnyville No.8/	Shankowski Pit	Bonnyville Yard	Class	200.20
	אַכּוּאַ	of Bonnyville Ivo.a/	SHAFIKOWSKI FIL	bonnyville rard	Des I class 12.5	2000

Bill To Name	
Sharkowski Pit Bormyville Yard Des 1 Class 12.5 Sharkowski Pit Bormyville Yard Des 2 Class 16 Sharko	BiliTo
Sharkowski Pit Bomyville Yard Des 1 Class 12.5 Sharkowski Pit Bomyville Yard Des 2 Class 16 Sharkows	of Bormyville N
Shankowski PH Bornyville Yard Des 1 (2685 12.5 Shankowski PH Bornyville Yard Des 2 (2685 16 Shankowski	MD of Bonnyville No.
Strankowski PH Bormyville Yard Des 1 Class 12.5 Strankowski PH Bormyville Yard Des 2 Class 16 Strankowski PH	MD of Bonnyville No.
Sharkowski PH Bormyville Yard Des 1 Class 12.5 Sharkowski PH Bormyville Yard Des 2 Class 16 Sharkowski PH Bo	MD of Bonnwille No.
Stankowski Ptt Bornyville Yard Des 1 Class 12.5 Stankowski Ptt Bornyville Yard Des 1 Class 12.5 Shankowski Ptt Bornyville Yard Des 2 Class 16 Shankowski Ptt Bornyvill	MD of Bonnyville No.
Strankowski Ptt Bornyville Yard Des 1 Class 12.5 Strankowski Ptt Bornyville Yard Des 2 Class 16	MD of Bonnyville No.87
Shankowski Pit Bornyville Yard Des 1 Class 12.5 Shankowski Pit Bornyville Yard Des 2 Class 16	
Sharkowski Pit Bornyville Yard Des I Class 12.5 Sharkowski Pit Bornyville Yard Des I Class 16.5 Sharkowski Pit Bornyville Yard	
Sharkowski Pit Bonnyville Yard Des i Class 12.5 Sharkowski Pit Bonnyville Yard Des i Class 16 Sharkowski Pit Bonnyville Yard Des 2 Class 16	Bonnwille
Shankowski Pit Bornyville Yard Des I Class 12.5 Shankowski Pit Bornyville Yard Des I Class 16	Bonnyville
Shankowski Pit Bornyville Yard Des 1 Class 12.5 Shankowski Pit Bornyville Yard Des 2 Class 16	of Bonnyville
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	MD of Bonnyville No. 0.
Shankowski Pit Bornyville Yard Des 1 Class 12.5 Shankowski Pit Bornyville Yard Des 2 Class 12.5 Shankowski Pit Bornyville Yard Des 2 Class 16	of Bonnyville
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	of Bonnyville
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Sharkowski Pit Bornyville Yard Des 1 Class 12.5 Sharkowski Pit Bornyville Yard Des 2 Class 16	of Bonnyville
Shankowski Pit Bornyville Yard Des 1 Class 12.5 Shankowski Pit Bornyville Yard Des 2 Class 16 Shan	MD of Bonnyville No.8
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	
Shankowski Pit Bornyville Yard Des 1 Class 12.5 Shankowski Pit Bornyville Yard Des 2 Class 16	of Bonnyville
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	MD of Bonnsville No.8
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	
Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 1 Class 12.5 Shankowski Pit Bonnyville Yard Des 2 Class 16	Bonnyville
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Shankowski Pit Bonnyville Yard Des 2 Class 12.5  Shankowski Pit Bonnyville Yard Des 2 Class 16	
Shankowski Pit Bonnyville Yard Des 2 Class 16	MD of Bonnyville No.8
Shankowski Pit Bonnyville Yard Des 2 Class 16	,
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Shankowski Pit Bonnyville Yard Des 2 Class 16	
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Shankowski Pit Bonnyville Yard Des 2 Class 16 Shankowski Pit Bonnyville Yard Des 2 Class 16	MD of Bornwyille No.87
Shankowskid Pit Bonnyville Yard Des 2 Class 16	MD of Bonavville No.87

187660	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.84
187696	MD of Bonnyville No.87		Bonnyville Yard	Des 2 Class 16	193.06
190346	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	193.38
190417	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	113.96
190625	MD of Bonnyville No.87		Bonnyville Yard	Des 2 Class 16	158.82
190716	MD of Bonnyville No.87		Bonnyville Yard	Des 2 Class 16	142.99
190919	MtD of Bonnyville No.87		Bonnyville Yard	Des 2 Class 16	154.44
_	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	55.43
· 	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	195.35
_	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	234.47
<del></del>	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.10
_	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.58
_	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	170.88
2020/04/02 186900	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	173.43
2020/04/02 186934	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard		237.44
-	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	171.58
2020/04/02 187113	MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard	Des 2 Class 16	172.78
2020/04/02 187448	MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard	Des 2 Class 16	241.60
2020/04/02 187661	MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard	Class 1	238.55
	MD of Bonnwille No.87		Banaville Yard	Class 1	195.55
2020/04/02 190345	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Class 1	234.21
2020/04/02 190569	MD of Bonnyville No.87	Shankowski Pit	Bonnville Yard		175.01
2020/04/02 190626	MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard	Class 1	200.12
2020/04/02 190717	MD of Bonnyville No.87	Shankowski Pit	Bonnwille Yard		146.02
-	MD of Bonnyville No.87		Bonnyville Yard		158.33
2020/04/02 190923	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	01	108.88
2020/04/03 174379	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	28.81
2020/04/03 186451	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	194.79
2020/04/03 186460	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	233.69
2020/04/03 186507	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	196.14
2020/04/03 186851	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	$\sim$	171.47
_	MD of Bonnyville No.87	Shankowski Pit	Bonnville Yard	Des 2 Class 16	171.63
2020/04/03 186935	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	236.17
2020/04/03 187096	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	172.20
2020/04/03 187114	MD of Bornyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	86.88
2020/04/03 187142	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	85.03
2020/04/03 187447	MD of Bonnyville No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	241.93
•	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Class	196.88
•	MD of Bonnwille No.87	Shankowski Pit	Bonnyville Yard	Des 2 Class 16	38.52
τ-	MD of Bonnyville No.87	Shankowski Pit	Bonnvville Yard	N	155.97
_	MD of Bonnyville No.87	Shankowski Pit	Bonnville Yard	Des 2 Class 16	38.44
_	MD of Bonnwille No.87	Shankowski Pit	Bonnville Yard	Des 2 Class 16	175.53
2020/04/03 190627	MD of Bonnwille No.87	Shankowski Pit	Bonnville Yard	Des 2 Class 16	198.94
2020/04/03 190718	MD of Bonnwille No.87	Shankowski Pit	Bonnwille Yard	Class	145.10
	MD of Bonnyaille No 87		Bonowille Vard		234.43
	MD of Booksville No 97		Donnado Vort	2000	183 10
	MD of Bonnodile No.87	Shankowski Dit	Bonnadle Vard	Des 2 Class 10	75 13 75 14
	Mo of community No 97	Chankancki Dit	Donny wife 1 and		95.15 95.16
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15,435.80

Quantity	77.29	56.48	77.97	85.61	85.73	78.55	38.15	118.92	57.62	82.51	136.07	139.83	155.67	168.17	232,65	171.10	232.04	177.50	85.16	112.34	166.86	80.10	227.13	194.18	193.69	143.39	168.97	28.73	86.90	240.21	168.32	194.23	171.78	198.36	167.93	182.20	163.92	169.72	231.79	201.41	191,69	84.96	20 101
Aggregate Size	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Class	Class	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Class	Class	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16	Des 2 Class 16											
Olloaded At	Bonnyville Yard	Bonnwille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnwille Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	Bonnyville Yard	
TO DODGO	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit		Shankowski Pit	Shankowski Pit	Shankowski Pit	Shankowski Pit			Shankowski Pit			Shankowski Pit																
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This is Exhibit " "
Referred to in the Affidavit of
Sworm before me this
25 Day of May 20

A Commissioner for Daths in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

Order Rule 9.1

COURT FILE NO.:

2001-05482

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, RSC 1985, c C-36, as amended

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

2161889 ALBERTA LTD.

APPLICANT

JMB CRUSHING SYSTEMS INC.

DOCUMENT

ORDER - LIEN CLAIMS - MD of BONNYVILLE

ADDRESS FOR SERVICE AND

Gowling WLG (Canada) LLP 1600, 421 – 7<sup>th</sup> Avenue SW

CONTACT

Calgary, AB T2P 4K9

INFORMATION OF PARTY

Attn:

Tom Cumming/Caireen E. Hanert/Alex Matthews

FILING THIS

Phone:

403.298.1938/403.298.1992/403.298.1018

DOCUMENT

Fax: 4

403.263.9193

File No.: A163514

DATE ON WHICH ORDER WAS PRONOUNCED:

May 20, 2020

LOCATION AT WHICH ORDER WAS MADE:

Calgary Court House

NAME OF JUSTICE WHO MADE THIS ORDER:

Madam Justice K.M. Eidsvik

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

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

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

### **Definitions**

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

LEGAL DESCRIPTION MERIDIAN 4 RANGE 5 TOWNSHIP 61 SECTION 19

**QUARTER NORTH EAST** 

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES

(ACRES) MORE OR LESS

A) PLAN 8622670 ROAD

0.416

1.03

4.99

PLAN 0023231 DESCRIPTIVE 2.02

C) PLAN 0928625 SUBDIVISION 20.22

49.96

EXCEPTING THEREOUT ALL MINES AND MINERALS

- "Lien" means a lien registered under the BLA against the Lands in respect of the (1) Work or the Contract;
- "Lien Claim" means a claim of any Lien Claimant to the extent of such Lien (m) Claimant's entitlement to receive payment from the major lien fund, as defined in the BLA, as it relates to the Work performed by the Lien Claimant or a subrogated claim for such Work;
- "Lien Claimant" means a claimant who: (i) has registered a Lien for its Work (n) against the Lands; or (ii) has a Lien Claim and has provided a Lien Notice to the Monitor as described herein;
- "Lien Determination" means a determination of the validity of a Lien, a Lien (o) Claim and the quantum thereof, whether by the Monitor or this Court;
- "Lien Notice" means the form attached as Schedule "A" hereto; **(p)**
- "MD of Bonnyville" is the Municipal District of Bonnyville No. 87; (p)
- "Monitor" means FTI Consulting Canada Inc., in its capacity as the Court-**(r)** appointed monitor of JMB, and not in its personal capacity or corporate capacity;
- "Product" means the aggregate produced by JMB pursuant to the Contract; and (s)
- "Work" means work done or materials furnished with respect to the Contract or (t) the Lands.

### Stay of Lien Claims

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

### Claims Process

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

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

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

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

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

### Disputed Amount

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

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

CAL\_LAW\ 3654322\8

# Schedule "A" Lien Notice

Cla	imant:		-
Ado	lress fo	r Notices:	-
Tele	ephone		_
Fax	:		-
Em	ail:		-
I,		residing in the of (name) (city, town, etc.)	
		(name) (city, town, etc.)	
		in the Province of (name of province)	ř.
	(name	of city, town, etc.) (name of province)	
do h	ereby c	ertify that:	
1.	□ I	am the Claimant	
OR		am the of the Claimant (title/position)	
2.	I hav	e knowledge of all the circumstances connected with the claim referred to in this Li	er
	Notic	ce form.	
3.	The (	Claimant has a valid	
	(a)	Builders' Lien Claim in the amount of \$ arising pursua	ın
		to work done or materials furnished on behalf of JMB Crushing Systems Inc.	
	(b)	Subrogated Claim in the amount of \$ arising pursua	ın
		to work done or materials furnished on behalf of JMB Crushing Systems Inc.	
4.	Attac	ched hereto as Schedule "A" is an affidavit setting out the full particulars of t	:he
	Clair	nant's huilders' lien claim or subrogated claim, including all applicable contrac	ts

which any work was	ture of the work completed or materials furnished, the last day on completed or materials were furnished, any payments received by the
Claimant, all invoice the Claimant.	s issued by the Claimant, and all written notices of a lien served by
	1
DATED at(loca	, this day of May, 2020.
Witness	
Name:	Name:

Must be signed and witnessed

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

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

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



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

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

Rural: 1-800-749-9989

Your File:

Our File:

5448 RBH

June 26, 2020

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

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

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

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

Scott Law 17505 – 106 Avenue Edmonton, Alberta, T5S 1E7 Attention: James R. Scott By email: <a href="mailto:tom.cumming@gowlingwlg.com">tom.cumming@gowlingwlg.com</a>
By email: <a href="mailto:caireen.hanert@gowlingwlg.com">caireen.hanert@gowlingwlg.com</a>

By email: alex.matthews@gowlingwlg.com

By email: <a href="mailto:scollins@mccarthy.ca">scollins@mccarthy.ca</a>
By email: <a href="mailto:pkyriakakis@mccarthy.ca">pkyriakakis@mccarthy.ca</a>

By email: mputnam@putnamlawson.ca

By email: <u>jim.scott@scottlaw.ca</u>

Dear Counsel;

Re: JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.

Action No. 2001-05482

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

05.16-2530

AA

### HAJDUK GIBBS LLP PAGE 2

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

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

Thank you.

Yours truly,

HAJDUK GIBBS LLP

Per:

RICHARD B. HAJDUK

Barrister & Solicitor

Mm/ enclosures

05.16-2531

AAA

Form 27

[Rules 6.3, 5.5, and 5.12]

Clerk's Stamp

**COURT FILE NUMBER** 

2001-05482

COURT

COURT OF QUEEN'S BENCH OF

ALBERTA

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS

ARRANGEMENT ACT, RSC 1985, c.

C-36, as amended

AND IN THE MATTER OF A PLAN OF ARRANGEMENT OF JMB CRUSHING

SYSTEMS INC. and 2161889

ALBERTA LTD.

**APPLICANTS** 

JMB CRUSHING SYSTEMS INC. and

2161889 ALBERTA LTD.

DOCUMENT

APPLICATION BY JERRY

SHANKOWSKI and 954441 ALBERTA

LTD.

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT HAJDUK GIBBS LLP Barristers & Solicitors #202 Platinum Place 10120-118 Street

Edmonton, Alberta, T5K 1Y4
ATTENTION: Richard B. Hajduk

Ph. (780) 428-4258 Fax. (780) 425-9439 File No.: 5448 RBH

### NOTICE TO RESPONDENT(S)

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

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

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

Date

, 2020

Time

10:00 A.M.

Where

**Calgary Courts Centre** 

Before Whom

The Honourable Madam Justice K.M. Eidsvik in Chambers

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

05.16-2532

532 #A

### Remedy claimed or sought:

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

**FIRST** MERIDIAN 4 RANGE 7 TOWNSHIP 56 **SECTION 21** QUARTER NORTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1722948 - ROAD 0.417 1.03 **EXCEPTING THEREOUT ALL MINES AND MINERALS** AND THE RIGHT TO WORK THE SAME SECOND MERIDIAN 4 RANGE 7 TOWNSHIP 56 **SECTION 21** QUARTER SOUTH WEST CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1722948 - ROAD 0.417 1.03 **EXCEPTING THEREOUT ALL MINES AND MINERALS** AND THE RIGHT TO WORK THE SAME (the "Lands");

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

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

### Grounds for making this application:

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

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

- 12. Neither of the RBEE Lien or the J.R. Paine Lien specifies or alleges that any work or services were requested, expressly or impliedly, by either Shankowski or 945441, contrary to s. 34(2)(a)(ii) and s. 34(2)(a)(iii) of the *Builders' Lien Act*, being c. B-7 of the Revised Statutes of Alberta 2000, and any amendments thereto ("*BLA*"), and therefore does not allege that either Shankowski or 945441 is an "owner" of the Lands within the meaning of the *BLA*.
- 13. The Eidsvik May 20 Order provides a separate protocol for builders' lien claims against any interest of JMB in any lands in relation to the Contract between JMB and the MD of Bonnyville.
- 14. The deadline for registering each of the RBEE Lien and the J.R. Paine Lien has expired and neither of the RBEE Lien nor the J.R. Paine Lien can be amended or saved by an Order of the Court under s. 37 of the *BLA*.
- 15. Such further and other grounds as may appear from the evidence.

### Material or evidence to be relied on:

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

### Applicable rules:

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

### Applicable Acts and regulations:

18. Alberta Rules of Court;

05.16-2535 M 19. Builders' Lien Act.

# Any irregularity complained of or objection relied on:

20. Not applicable.

## How the application is proposed to be heard or considered:

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

### WARNING

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

M

Clerk's Stamp

COURT FILE NUMBER

2001-05482

COURT

COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, RSC

1985, c. C-36, as amended

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

**APPLICANTS** 

JMB CRUSHING SYSTEMS INC. and

2161889 ALBERTA LTD.

DOCUMENT

**AFFIDAVIT OF JERRY SHANKOWSKI** 

ADDRESS FOR SERVICE

AND CONTACT

INFORMATION OF PARTY FILING THIS DOCUMENT

HAJDUK GIBBS LLP Barristers & Solicitors #202 Platinum Place 10120 – 118 Street NW

Edmonton, AB, T5K 1Y4
Attention: Richard B. Hajduk

Ph. 780-428-4258 Fax. 780-425-9439 FILE NO.: 5448 RBH

### AFFIDAVIT OF JERRY SHANKOWSKI SWORN JUNE 26, 2020

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

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

05,16-2537

flow through to the shareholders. It is pursuant to the attached Aggregates Royalty Agreement that JMB has been removing and selling aggregates, including gravel and sand from the Pit on my Lands referred to in the Aggregates Royalty Agreement on SW-21-56-7-W4 (the "Shankowski Pit"). Although I own the Lands personally, I carry on business through 945441.

- 3. Attached and marked as Exhibit "B" to this my Affidavit is a true copy of title to my said Lands which my lawyers recently obtained, which shows 2 Builders' Liens registered against my Lands.
- 4. Attached and marked Exhibit "C" to this my Affidavit is a true copy of a Builders' Lien Statement of Lien which was provided to me by Alberta Land Titles Office regarding the Lien filed by RBEE Aggregate Consulting Ltd. ("RBEE").
- 5. Attached and marked Exhibit "D" to this my Affidavit is a true copy of a Builders' Lien Statement of Lien which was obtained by my lawyers from Alberta Registries regarding the Lien filed by J.R. Paine & Associates Ltd. ("J.R. Paine") (as the copy of the Statement of Lien which was provided to me by Alberta Land Titles Office appeared to be incomplete).
- 6. I believe that each of the Liens filed is invalid as being contrary to the spirit and intent of the Order granted in this Action by the Honourable Madam Justice K.M. Eidsvik ("Justice Eidsvik") on May 20, 2020 ("Eidsvik May 20 Order"), establishing a builders' lien protocol regarding actual and potential lien claims regarding the Contract between JMB and the Municipal District of Bonnyville No. 87 ("MD of Bonnyville"). Attached and marked Exhibit "E" to this my Affidavit is a true copy of the Eidsvik May 20 Order.
- 7. I believe that each of the Liens filed could have, and properly should have, been filed against the lands of the MD of Bonnyville, instead of being filed against my Lands, and in any event should be subject to the Builders' Lien protocol established under the Eidsvlk May 20 Order.
- 8. Neither I nor 945441 requested, expressly or implicitly, any materials or services to be provided respecting an improvement on my Lands. Rather, if anyone requested materials or services to be provided, it would have been JMB. There are no buildings or other permanent structures on my Lands. Neither I nor 945441 have had any interaction with RBEE or J.R. Paine to date, other than receiving the notifications of the builders' liens from the Land Titles Office. I am advised by my lead lawyer, Richard B. Hajduk ("Hajduk") and do verily believe that there is a significant issue as to whether For 945411 Is an "owner" within the meaning of the Builders' Lien Act (Alberta) ("BLA") regarding the Liens registered by RBEE and J.R. Paine because of the facts that neither I nor 945441 requested any materials or services to be provided respecting an improvement on my Lands.
- 9. Further, it is my understanding that the materials or services provided by RBEE and J.R. Paine, respectively, would have been provided on or respecting an improvement

on the Lands of MD of Bonnyville and not on or in respect of an improvement on my Lands.

- 10. With respect to the Lien registered by RBEE, the claimed services are stated to be "Aggregate (gravel) crushing work".
- 11. With respect to the Lien registered by J.R. Paine, the claimed services are stated to be "inspection of aggregate".
- 12. Before aggregate can be crushed, it has already been extracted from the Lands and no longer is affixed to or part of the Lands, but rather has become moveable property or chattel.
- 13. Before aggregate can be inspected, it has already been both extracted from the Lands and crushed, which again means it is no longer affixed to or part of the Lands, but rather has become moveable property or chattel.
- 14. There have been no "improvements" added to my Lands by either RBEE or J.R. Paine, and there were no "improvements" on my Lands prior to the supply of services by either RBEE or J.R. Paine.
- 15. To the best of my knowledge, information and belief, neither RBEE nor J.R. Palne provided services on or in respect of an "improvement" on my Lands, but rather provided services in respect of moveable property, being the aggregate that had by that time already been extracted from my Lands.
- 16. Under the Aggregates Royalty Agreement, JMB pays 945441 certain royalty rates for different kinds of aggregate based on type and size. 945441 does not get paid until the aggregate is removed from my Lands.
- 17. As far as I understand, the royalties paid are effectively a form of rent for the use of my Lands.
- 18. Neither I nor 945441 received any notice under the *BLA* which I understand would have been required to make either 945441 or myself liable for any work or materials supplied on or in respect of an improvement on my Lands if either I or 945441 were a normal landlord or lessor.
- 19. Each of the RBEE Lien and the J.R. Paine Lien claims a Lien in the fee simple estate of the Lands. In addition, the J.R. Paine Lien claims that the fee simple estate in the lands is owned by the MD of Bonnyville, which is not true in respect of my Lands. A copy of the title to my Lands is attached to the J.R. Paine Lien as Schedule "B", but the first page of the J.R. Paine Lien claims a lien in the fee simple estate and indicates that the fee simple estate is owned by the MD of Bonnyville. I am the registered owner of the fee simple interest in the Lands, which I hold in trust for 945441. The MD of

Bonnyville does not own any interest in my Lands, including but not limited to the fee simple estate.

- 20. Neither the RBEE Lien nor the J.R. Paine Lien alleges that any work or services were provided at the request, expressly or impliedly, of either myself or 945441, and does not allege that either myself or 945441 is an "owner" of the Lands within the meaning of the BLA, by which I understand it would be necessary to allege that the services were provided at the request, expressly or impliedly, of myself or 945441, respectively.
- 21 Each of the RBEE Lien and the J.R. Paine Lien alleges that any services were provided at the request of JMB and not either myself or 945441.
- 22. In addition, the J.R. Paine Lien alleges that the services were provided at the request of both JMB and the MD of Bonnyville.
- 23.1 am advised by Hajduk and do verily believe that it is too late for either RBEE or J.R. Paine to claim a builders' lien pursuant to the protocol established by the Eidsvik May 20 Order, as the RBEE Lien alleges that the last services were provided on April 8, 2020, and the J.R. Paine Lien alleges that the last services were provided on April 6, 2020.
- 24.1 make this Affidavit in support of an application for an Order discharging the builders' liens registered by RBEE and J.R. Paine from the Titles to my Lands and invoking s. 191(3)(b) of the Land Titles Act in respect of the order sought.

SWORN BEFORE ME on the 26<sup>th</sup> day of June, 2020 at Edmonton, in the Province of

Alberta.

A Commissioner for Oaths in and for Alberta

tople

JÉŔRY SHANKOWSKI

RICHARD B. HAJDUK Barrister & Solicitor





FOR DAY BANKS IN	The second second		
9.			This is Exhibit " — "
			Referred to in the Affidavit
			Sworn before me this
			Day of Charles
			A Commissioner for Oaths
	ACCRECATES DO	YALTY AGREEMEN	and for the Prevince of Albert
			RICHARD B. HAJDUK
This EXCLU	SIVE AGREEMENT is made as of t		dayBarrister & Solicitor
October_		AD 2018	
BETWEEN	JMB CRUSHING SYSTEMS U (hereinafter referred to as "JME	DLC B")	
	And		
	Jerry Shankowski (945441 Albe (full names and/or complete comp	erta Ltd.) pany name)	
	7727 81 Avenue Edmonton, AB (full postal address)	T6C 0V4	
	(hereinafter referred to as "the Ve	endor")	
WHEREAS	the Vendor is theRegistered Ow (registered owner	ner_ r, purchaser, lessee or other	of wise)
SW 21-56-7-	W4		
(legal land de	scription)		
The state of the s	ferred to as "the Lands") shown outli	ined on the plan contained l	herein and said to contain
(Here interior a	Hectares (1	60	Acres) more or less,
and a			
now THER and conditions	EFORE THIS AGREEMENT WIT shereinafter contained, JMB and the	Vendor agree as follows:	ieration of the mutual terms
ARTICLE I	DEFINITIONS		
In this Agreen	ent		
1. "Aggregate mixtures of pa sand and silt a	serimeans, with respect to naturally orticles of different sizes, those maternd all other granular materials of littlades and the construction of drainage	ials commonly referred to le or no plasticity such as a	as boulders, cobbles, gravel,
	eans that the type of Aggregate such ticles will pass an opening 1.6mm (a		
	ns that type of Aggregates such that ass an opening 1.6mm (about one si		

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

### ARTICLE II ACCESS TO AGGREGATES

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

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

### ARTICLE III WEED CONTROL

DTICLE IN DONALTY DATES SSTAR

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

ARTICLE IV ROTALITIES	LO ESTABLISHED \Q.7	
i. JMB shall pay to the Vendor	3.50 4.00	dollars per TONNE
4.96 8 4.96 same the Lands	dollars per CUBIC Y	'ARD) of accepted GRAVEL
removed from the Lands.	280	
2. JMB shall pay to the Vendor	1.50 88.98	dollars per TONNE
1.86 9/	dollars per CUBIC	YARD) of accepted SAND
removed from the Lands.	5.50 5.50	
3. JMB shall pay the vendor		dollars per TONNE
( 620 L.82/t	dollars per CUBIC	YARD of pea gravel removed from
the Lands.		
J. 7.		

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

### ARTICLE V MEASUREMENT OF AGGREGATES

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

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

### ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:
1 Unaccepted materials stripped from the Lands or rejected during processing.

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

### ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

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

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

05.16-2544 W

# ARTICLE IX REMAINING STOCKPILES Notwithstanding the expiry date described in Article X of this Agreement, the Vendor shall grant to JMB the right to leave material that has been produced in connection with this Agreement in stockpiles on the Lands for a period of two (2) years beyond the said expiry date without further charge, together with the right of access to such stockpiles for the purpose of removing them. ARTICLE X TERM OF THIS AGREEMENT The term of this Agreement shall be for a period commencing on the date hereof and ending at 24,00 hours on the 29 of October , AD 2028, at which time this Agreement shall expire. JMB will have the first right to renegotiate the next agreement. In the event of sale of the lands during this term, this agreement shall continue to be in effect for the full term as indicated above, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO: JMB CRUSHING SYSTEMS ULC PER: EXECUTED BY THE VENDORS:

PER

05.16-2545 05.16-2545

TITLE NUMBER

172 269 783 +5



#### LAND TITLE CERTIFICATE

LINC

S

SHORT LEGAL

0037 711 520

4;7;56;21;NW

0037 711 530

4;7;56;21;SW

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A Commissioner for Oaths in RICHARD B. HAJDUK

and for the Province of Alberta Barrister & Solicitor

A) PLAN 1722948 - ROAD

0.417 1.03

This is Exhibit

Referred to in the Affidavit of

Sworn-before me this

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER SOUTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD

0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 152 341 245 +2

REGISTERED OWNER (S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE 

CONSIDERATION

172 269 783 16/10/2017 ROAD PLAN

OWNERS

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

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

# 172 269 783 +5

NUMBER DATE (D/M/Y) PARTICULARS

862 021 825 30/01/1986 UTILITY RIGHT OF WAY

GRANTEE - ALBERTA POWER LIMITED.

AS TO PORTION OR PLAN: 4286BM

972 235 435 08/08/1997 CAVEAT

RE : RIGHT OF WAY AGREEMENT

CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

AGENT - DONNA FELLOWS

AFFECTED LAND: 4;7;56;21;SW

(DATA UPDATED BY: CHANGE OF NAME 042462560)

202 104 972 13/05/2020 BUILDER'S LIEN

LIENOR - J.R. PAINE & ASSOCIATES LTD.

C/O SCOTT LAW 17505 106 AVE

EDMONTON

ALBERTA T5S1E7

AGENT - JOHN SCHRODER

AMOUNT: \$64,207

202 106 447 15/05/2020 BUILDER'S LIEN

LIENOR - RBEE AGGREGATE CONSULTING LTD.

C/O PUTNAM & LAWSON 9702-100 STREET MORINVILLE

ALBERTA T8R1G3

AGENT - MAXWELL C PUTNAM

AMOUNT: \$1,270,791

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 27 DAY OF MAY, 2020 AT 08:27 A.M.

ORDER NUMBER: 39376248

CUSTOMER FILE NUMBER: 5448

\*END OF CERTIFICATE\*



PAGE 3 # 172 269 783 +5

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

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

05.16-2549 <del>A</del>AA

05.16-2550 ++++

f Albei	d Titles	*/	FORM A Statement of Lien	
ienholder	RBEE Aggregate Consulting Ltd.			
ddress	2100, 222 - 3 Avenue SW			
	Calgary			
	Alberta T2P 0B4			
laims a Lie	n under the Builders' Lien Act in the fee	simple estate OR (specify	if some other type of estate	
or Interest a	applies)			
	y Shankowski			
ddress				
7	727 - 81 Ave NW		This is Ext	nibit ""
	dmonton		Referred to In	the Affidavit
Α	lberta T6C 0V4		CILLO	TKILD
n the follow	ving land:		C. Li Sworm bei	ore me this
See attach	ed Schedule "A".		OLU Day of	017,2
			A. last	land
			A Commission	ner for Oaths
			and for the Pre	
			DIOLIA	DD D 114 ID1
	claimed in respect of the following work of	or materials:		RD B. HAJDU er & Solicitor
Aggregate	(gravel) crushing work		Danise	er a Solicitor
hich work	or materials were or are to be provided f	or.		
lame of Pe	erson or Corporation: JMB Crushing Sys	stems Inc.	,	
Address			·	•
S	uite 2600, 595 Burrard Street, PO Box 49	9314	- A	
	ancouver			
В	ritish Columbia V7X 1L3			
l w	nis llen is in respect of an improvement to hich the lien may be registered in the Lar at the work was completed or the materia	nd Titles Office not later th	n oil or gas well site, for an 90 days from the last day	*
	The work was completed or the mail	terials were last furnished:		
	on April 6, 2020			
	on April 6, 2020			
-	OR ~			
	b) The work is not yet completed or all	the materials have <u>not</u> ye	et been furnished.	
	•			
The sum of	aimed as due or to become due is $\frac{1}{3}$	,270,791.71		
				9
The addres	s for service of the Lienholder in the Pro-	vince of Alberta is		
Putnam &		147		
9702 - 10	) Street			
	e, Alberta T8R 1G3		•	
-			7 4	
this 14	day of May 2020	06	Ct.	
1110		(Signature o	f Lienholder-or Agent)	0
Mori	nville	, Alberta.		
1		P	MAXWELL C. PUTNAM ARRISTER & SOLICITOR	

REG 3020 (Rev. 2004/04)

### SCHEUDLE "A" Fee Simple Interest

Title #	Title Number	Legal Description
2	172 269 783 +5	FIRST
		MERIDIAN 4 RANGE 7 TOWNSHIP 56
		SECTION 21
	x.	QUARTER NORTH WEST
		CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
		EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
		A) PLAN 1722948 - ROAD 0.417 1.03
	1	EXCEPTING THEREOUT ALL MINES AND MINERALS
1 1		AND THE RIGHT TO WORK THE SAME
		SECOND
	1	MERIDIAN 4 RANGE 7 TOWNSHIP 56
		QUARTER SOUTH WEST
		111111111
		CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
		EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS A) PLAN 1722948 - ROAD 0.417 1.03
	ļ	EXCEPTING THEREOUT ALL MINES AND MINERALS
		AND THE RIGHT TO WORK THE SAME

05 16-2552

# ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

202104972

ORDER NUMBER: 39377578

This is Exhibit "\( \sum\_{\text{"}}\)"
Referred to in the Afficavit of

Sworn before me this

A Commissioner for Cabls in and for the Prevince of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

### **ADVISORY**

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

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

### Government of Alberta FORM A Statement of Lien Lienholder J.R. Paine & Associates Ltd. Address 17505 106 Avenue Edmonton, Alberta, T5S 1E7 claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) Name The Municipal District of Bonnyville No. 87 Address 4905-50 Avenue, Bag 1010 Bonnyville, Alberta T9N 2J7 In the following land: SEE ATTACHED SCHEDULE A, SCHEDULE B, AND SCHEDULE C The Lien is claimed in respect of the following work or materials: The work provided by the Claimant was the testing of aggregate materials. which work or materials were or are to be provided for: Name of Person or Corporation: JMB Crushing Systems Inc., The Municipal District of Bonnyville No. 87 Address 4905 - 50 Avenue, Bag 1010 Bonnyville, Alberta T9N 2J7 This lien is in respect of an improvement to an oil or gas well, or to an oil or gas well site, for which the lien may be registered in the Land Titles Office not later than 90 days from the last day that the work was completed or the materials were last furnished. The work was completed or the materials were last furnished: April 8, 2020 on - OR b) The work is <u>not</u> yet completed or all the materials have <u>not</u> yet been furnished. \$ 64,207.50 The sum claimed as due or to become due is The address for service of the Lienholder in the Province of Alberta Is c/o Scott Law 17505 - 106 Avenue Edmonton, AB T5S 1E7 2020 12 day of May ienholder or Agent) , Alberta.

REG 3020 (Rev. 2004/04)

Edmonton,

	Affidavit Verifying Claim by Lienholde			
	Vice President			
Edmonton		, Albert		
amed in the above (or annexed) sta	itement make oath and say that the said o	laim is		
ue.				
		-		
vorn before me at Edmonton	, Alberta	^		
the 12 day of May	2020			
	Heidy Tolentino	gnature of Applicant)		
( <b>A</b> ( .	A Commissioner for Caths in and	May 18, 2023		
anmissioner for Oaths in and for Alberta	for the Province of Alberta My Commission Engine, May 18, 20 23 My Commissioner) My Commissioner)	(Expiry Date of Commissi or Office)		
		Of Officery		
	- OR -			
Government				
of Alberta 🗷				
Land Titles		FORM		
	Affidavit Verifying Claim by	Other Than Lienhold		
·		•		
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make cath and say:		,		
make oath and say:  That I am the agent (or assigned)	e) of			
make oath and say:  1. That I am the agent (or assigned named in the above (or annexed	e) of 3) statement and have full knowledge of th			
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make oath and say:  1. That I am the agent (or assigned named in the above (or annexed the above (or annexed) stateme  OR - I am informed by and believe that the facts are as 2. That the said claim is true (or withat the said claim is true).	a) of  ii) statement and have full knowledge of the ent.  set forth in the above (or annexed) states then deponent has been informed, that I be, Alberta	e facts set forth in ment.  Slieve		

REG 3020 (Rev. 2004/04)

05.16-2556<del>3</del>



## SCHEDULE A

#### LAND TITLE CERTIFICATE

5

SHORT LEGAL LINC

0034 014 183 0928625;1;1

TITLE NUMBER

102 054 177

LEGAL DESCRIPTION

PLAN 0928625

BLOCK 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 20.22 HECTARES (49.96 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;5;61;19;NE

MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

REFERENCE NUMBER: 092 310 481

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE

CONSIDERATION

102 054 177 17/02/2010 TRANSFER OF LAND \$600,000

SEE INSTRUMENT

OWNERS

THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87.

OF 4905-50 AVE, BAG 1010

BONNYVILLE

ALBERTA T9N 2J7

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y)

PARTICULARS

002 241 364 21/08/2000 CAVEAT

RE : ROAD WIDENING

CAVEATOR - THE MUNICIPAL DISTRICT OF BONNYVILLE NO.

87.

BAG 1010

BONNYVILLE

ALBERTA T9N2J7

AGENT - ROBERT A DOONANCO

( CONTINUED )

#### ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 102 054 177

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

092 310 470 01/09/2009 CAVEAT

RE : ROADWAY

CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF

ALBERTA

AS REPRESENTED BY MINISTER OF TRANSPORTATION

2ND FLOOR, TWIN ATRIA BUILDING

4999 - 98 AVENUE NW

EDMONTON

ALBERTA T6B2X3

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY, 2020 AT 01:53 P.M.

ORDER NUMBER: 39303053

CUSTOMER FILE NUMBER: JR Paine



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

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# SCHEDULE B

#### LAND TITLE CERTIFICATE

LINC

SHORT LEGAL

TITLE NUMBER

0037 711 520 4;7;56;21;NW

172 269 783 +5 V

0037 711 538 4;7;56;21;SW

LEGAL DESCRIPTION

FIRST

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD

0.417 1.03

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

SECOND

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 21

QUARTER SOUTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 1722948 - ROAD

0.417

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 152 341 245 +2

REGISTERED OWNER (S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE

CONSIDERATION

172 269 783 16/10/2017 ROAD PLAN

OWNERS

JERRY SHANKOWSKI

OF 7727-81 AVE NW

EDMONTON

ALBERTA T6C 0V4

05.16-2559(

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

# 172 269 783 +5

NUMBER DATE (D/M/Y) PARTICULARS

862 021 825 30/01/1986 UTILITY RIGHT OF WAY

GRANTEE - ALBERTA POWER LIMITED.

AS TO PORTION OR PLAN: 4286BM

972 235 435 08/08/1997 CAVEAT

RE : RIGHT OF WAY AGREEMENT

CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

AGENT - DONNA FELLOWS

AFFECTED LAND: 4;7;56;21;SW

(DATA UPDATED BY: CHANGE OF NAME 042462560)

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY, 2020 AT 02:07 P.M.

ORDER NUMBER: 39303296

CUSTOMER FILE NUMBER: JR Paine

\*END OF CERTIFICATE\*

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# SCHEDULE C

LAND TITLE CERTIFICATE

LINC

SHORT LEGAL

0037 711 496

4;7;56;16;NW

TITLE NUMBER

172 269 783 +2

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 7 TOWNSHIP 56

SECTION 16

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 4286BM - ROAD

0.0004 0.001

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

CONTAINING .....

1,21 3.00

C) PLAN 1722948 - ROAD

0.360

0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19

REFERENCE NUMBER: 072 148 823

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE

CONSIDERATION

172 269 783 16/10/2017 ROAD PLAN

OWNERS

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

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

#### ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 172 269 783 +2

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

8B2 162 859 19/07/1988 CAVEAT

RE : EASEMENT

CAVEATOR - JIMMY DAVID YARMUCH

BOX 645 ELK POINT

ALBERTA TOA1AO

(DATA UPDATED BY: TRANSFER OF CAVEAT

012383325)

972 003 876 06/01/1997 CAVEAT

RE : SURFACE LEASE

CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

AGENT - DONNA FELLOWS

(DATA UPDATED BY: CHANGE OF NAME 042462572)

972 229 534 05/08/1997 UTILITY RIGHT OF WAY

GRANTEE - CANADIAN NATURAL RESOURCES LIMITED.

BOX 6926, STATION "D"

CALGARY

ALBERTA T2P2G1

(DATA UPDATED BY: CHANGE OF NAME 042463878)

002 170 374 20/06/2000 CAVEAT

RE : ROYALTY AGREEMENT

CAVEATOR - JMB CRUSHING SYSTEMS LTD.

P O BOX 478 ELK POINT

ALBERTA TOA1AO

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MAY, 2020 AT 02:07 P.M.

ORDER NUMBER: 39303296

CUSTOMER FILE NUMBER: JR Paine

\*END OF CERTIFICATE\*



PAGE 3 # 172 269 783 +2

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

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202104972 REGISTERED 2020 05 13 BUIL - BUILDER'S LIEN DOC 1 OF 1 DRR#: B153BB1 ADR/TJOHNSON LINC/S: 0034014183 +

Order

NTRE O

I hereby certify this to be a true copy of

the original Order

21 day of May 2020

for Clerk of the Court

A Commissioner for Oaths in and for the Province of Alberta

RICHARD B. HAJDUK Barrister & Solicitor

This is Exhibit "

COURT FILE NO .:

2001-05482

COURT OF QUEEN'S BENCH OF ALBERTA COURT

JUDICIAL CENTRE

**CALGARY** 

IN THE MATTER OF THE COMPANIES' CREDITORINV #501099

ARRANGEMENT ACT, RSC 1985, c C-36, as amended

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

2161889 ALBERTA LTD.

APPLICANT

JMB CRUSHING SYSTEMS INC.

DOCUMENT

ORDER - LIEN CLAIMS - MD of BONNYVILLE

ADDRESS FOR

SERVICE AND

Calgary, AB T2P 4K9

Gowling WLG (Canada) LLP 1600, 421 - 7th Avenue SW

CONTACT

INFORMATION

OF PARTY

Attn:

Tom Cumming/Caireen E. Hanert/Alex Matthews

**FILING THIS** 

Phone:

403.298.1938/403.298.1992/403.298.1018

DOCUMENT

Fax:

403.263.9193

File No.: A163514

DATE ON WHICH ORDER WAS PRONOUNCED:

May 20, 2020

LOCATION AT WHICH ORDER WAS MADE:

Calgary Court House

NAME OF JUSTICE WHO MADE THIS ORDER:

Madam Justice K.M. Eidsvik

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

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

CAL\_LAWN 3654322\6

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

### **Definitions**

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

CAL\_LAWN 365432218

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 5 TOWNSHIP 61
SECTION 19
QUARTER NORTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 8622670 ROAD 0.416 1.03
B) PLAN 0023231 DESCRIPTIVE 2.02 4.99
C) PLAN 0928625 SUBDIVISION 20.22 49.96
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

CAL\_LAWN 3654322\8

### Stay of Lien Claims

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

### Claims Process

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

CAL\_LAWN 365432218

05.16-25691 -AAA in this Order to prove their Lien, and shall not be required to take any steps set out in the BLA, including, but not limited to, filing a statement of claim or a certificate of lis pendens.

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

CAL\_LAWN 3654322\8

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

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

### **Disputed Amount**

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

LC.C.O.B.A

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### Schedule "A" Lien Notice

Cla	imant:					17
Ado	lress fo	r Notices:				
Tele	ephone	·				
Fax	: :	_	***************************************			
Em	ail:	************		Bulletin Addition to the control of	ng anung mir - v nj. 4 - skuntoning motor - kal	THE FOR THE LOS LOS FOR Manhier Classic Contracts
l,			residing	in the	***	of
	44.0.00	of city, town, etc.)	in the Prov	ince of		
do ho 1. OR		ertify that: am the Claiman am the	t (title/position)	of the Claimar	nt	
2.		e knowledge of a	all the circumstance	s connected with	the claim refer	red to in this Lien
3.	The	Claimant has a ve	alid			
	(a)		n Claim in the amo or materials furnish			
	(b)	Subrogated C	Claim in the amoun	t of \$		arising pursuant
		to work done	or materials furnish	ed on behalf of J	MB Crushing S	Systems Inc.
4.			Schedule "A" is an			
	Clair	nant's builders'	lien claim or subro	ogated claim, inc	cluding all app	licable contracts.

which	any work was completed ant, all invoices issued by	or materials were	or materials furnished, the last day on furnished, any payments received by the and all written notices of a lien served by
DATED at	(location)	, this	day of May, 2020.
Name:	Witness	w	Name:

Must be signed and witnessed

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

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

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



JERRITT R. PAWLYK Direct Line: 780 421 2477

Email Address: jpawlyk@bmllp.ca

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

**OUR FILE NO. 110151-003** 

July 6, 2020

VIA EMAIL

See attached service list

WITHOUT PREJUDICE

Dear Sirs and Mesdames:

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

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

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

#### Background

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

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

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

## Shankowski's Application

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

05.16-2575

AA

Page 2 July 6, 2020

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

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

## A. Work Not Directed by Shankowski

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

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

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

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

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

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

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

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

In this case, Shankowski admits that he entered into a royalty agreement with JMB for the excavation of aggregates and related work. Shankowski should therefore be considered an 05.16-2576

AD

Page 3
Owner because he requested, rather expressly, that JMB perform work in respect of his land,

with his privity and consent, and to his benefit.

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

### B. The Eidsvik May 20 Order

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

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

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

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

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

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

We trust you find the enclosed to be in order.

Yours truly,

BISHOP & MCKENZIE LLP

Per:

JERRITT R. PAWLYK

JRP/ji

CAR

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

#### Service List

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

Attention: Richard B. Hajduk

By email: r.hajduk@hajdukandgibbs.com

Counsel for Jerry Shankowski and 945441 Alberta Ltd.

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

Attention: Tom Cumming Attention: Caireen E. Hanert Attention: Alex Matthews By email: <a href="mailto:tom.cumming@gowlingwlg.com">tom.cumming@gowlingwlg.com</a>
By email: <a href="mailto:alex.matthews@gowlingwlg.com">alex.matthews@gowlingwlg.com</a>

Counsel for JMB Crushing Systems Inc.

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

Attention: Sean F. Collins Attention: Pantelis Kyriakakis

Counsel for the Monitor, FTI Consulting

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

Canada Inc.

Attention: James R. Scott

By email: jim.scott@scottlaw.ca

By email: scollins@mccarthy.ca

By email: pkyriakakis@mccarthy.ca

Counsel for J.R. Paine & Associates Ltd.

AM

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

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

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



October 14, 2020

#### Parties:

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

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

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

#### Counsel:

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

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

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

Attention: Tom Cumming

Email: tom.cumming@gowlingwlg.com

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

#### Reference is made to the following:

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

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

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

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

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

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

Jerry Shankowski

CAL\_LAW\ 3780186\7

(g)

(h)

By:

Witness:

By:

945441 Alberta Ltd.

Jerry Shankowski

President and Sole Director

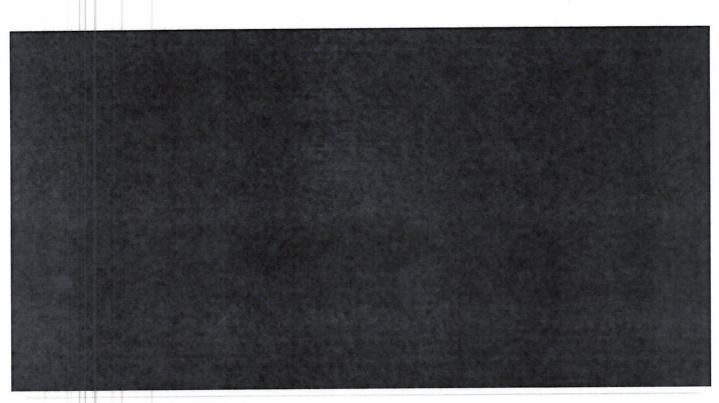
	(iv) the Liens shall have been discharged from title to the Royalty Lands; and
	a transferred holder in accordance with the
	Reclamation Legislation.
(g)	All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
(h)	This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.
parties h	hereby agree to the forgoing.
n Levku ident	lich
ness:	Jerry Shankowski
441 Albe	rta Ltd.
Shanko	owski d Sole Director
sidelit ali	
A 44 32808	

05.16-2583

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

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

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



From: Richard Hajduk < richard@hajdukllp.com>

Sent: October 20, 2020 6:41 AM

To: Gray, Alison <Alison.Gray@gowlingwlg.com>; Hanert, Caireen <Caireen.Hanert@gowlingwlg.com>; Cumming, Tom <Tom.Cumming@gowlingwlg.com>; 'Kyriakakis, Pantelis' <pkyriakakis@mccarthy.ca>

Cc: Jerritt Pawlyk < JPawlyk@bmllp.ca>; Misty McTaggart < misty@hajdukllp.com>; Lauren Pearson

<LPearson@bmllp.ca>; Jessica Van Mulligen <JVanMulligen@bmllp.ca>; Monica V. Tran <MTran@bmllp.ca>; Arjun Deol <ADeol@bmllp.ca>

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

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

#### Good morning,

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

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

The grounds of the foregoing application would include that:

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

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

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

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

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

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

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

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

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

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

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

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

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

I am available to discuss this matter this morning.

I look forward to your early response.

Kind regards.

Thank you.

Yours sincerely,

HAJDUK LLP
Per: Richard Hajduk
Barrister & Solicitor

Ph. 780-428-4258, ext. 238

Fax.780-425-9439

TF: 800-749-9989, ext. 238



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

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From: "Gray, Alison" < Alison.Gray@gowlingwlg.com>

Date: Monday, October 19, 2020 at 9:31 AM

To: Richard Hajduk < richard@hajdukllp.com >, Jerritt Pawlyk < JPawlyk@bmllp.ca >, "Hanert, Caireen"

<Caireen.Hanert@gowlingwlg.com>, "'Kyriakakis, Pantelis'" < pkyriakakis@mccarthy.ca>

Cc: Misty McTaggart < misty@haidukllp.com >, Lauren Pearson < LPearson@bmllp.ca >, Jessica Van Mulligen

< <u>JVanMulligen@bmllp.ca</u>>, "Monica V. Tran" < <u>MTran@bmllp.ca</u>>, Arjun Deol < <u>ADeol@bmllp.ca</u>>

Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482];

Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Great. I will get the court reporter booked asap.

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

From: Richard Hajduk < richard@hajdukllp.com>

Sent: October 19, 2020 9:06 AM

To: Jerritt Pawlyk < JPawlyk@bmllp.ca >; Gray, Alison < Alison.Gray@gowlingwlg.com >; Hanert, Caireen

< Caireen. Hanert@gowlingwlg.com >; 'Kyriakakis, Pantelis' < pkyriakakis@mccarthy.ca >

Cc: Misty McTaggart < misty@hajdukllp.com >; Lauren Pearson < LPearson@bmllp.ca >; Jessica Van Mulligen

<<u>JVanMulligen@bmllp.ca</u>>; Monica V. Tran <<u>MTran@bmllp.ca</u>>; Arjun Deol <<u>ADeol@bmllp.ca</u>>

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application

before Justice Eidsvik on October 22, 2020 at 10:00 am

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

Thank you.

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk Barrister & Solicitor

Ph. 780-428-4258, ext. 238

Fax.780-425-9439

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

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From: Jerritt Pawlyk < JPawlyk@bmllp.ca>

Date: Monday, October 19, 2020 at 8:26 AM

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

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

Jerritt R. Pawlyk **Barrister & Solicitor** 

T 780,421,2477

E JPawlyk@bmllp.ca

W http://www.bmllp.ca/profile/pawlyk-jerritt-r

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

To: Gray, Alison < Alison.Gray@gowlingwlg.com >; Hanert, Caireen < Caireen.Hanert@gowlingwlg.com >; 'Kyriakakis, Pantelis' < pkyriakakis@mccarthy.ca >; Jerritt Pawlyk < JPawlyk@bmllp.ca >

Cc: Misty McTaggart < misty@hajdukllp.com>

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

## Good morning,

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

Thank you.

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk Barrister & Solicitor Ph. 780-428-4258, ext. 238

Fax.780-425-9439

TF: 800-749-9989, ext. 238



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

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From: "Gray, Alison" < Alison. Gray@gowlingwlg.com >

Date: Monday, October 19, 2020 at 7:23 AM

To: Richard Hajduk < richard@hajdukllp.com >, "Hanert, Caireen" < Caireen. Hanert@gowlingwlg.com >,

"'Kyriakakis, Pantelis'" <<u>pkyriakakis@mccarthy.ca</u>>, "'JPawlyk@bmllp.ca'" <<u>JPawlyk@bmllp.ca</u>>

Subject: RE: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482];

Application before Justice Eidsvik on October 22, 2020 at 10:00 am

Hi Richard,

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

AA

Best,

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

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I ixi		

From: Richard Hajduk < richard@hajdukllp.com >

Sent: October 18, 2020 12:43 PM

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

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Thank you for your response. Kind regards.

before Justice Eidsvik on October 22, 2020 at 10:00 am

Subject: Re: [External] RE: In the Matter of JMB Crushing Systems Inc., et al [Court File No. 2001-05482]; Application

Yours sincerely,

HAJDUK LLP

Per: Richard Hajduk Barrister & Solicitor Ph. 780-428-4258, ext. 238

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

Date: Sunday, October 18, 2020 at 12:42 PM

To: Richard Hajduk < richard@hajdukllp.com >, "'Collins, Sean F.'" < scollins@MCCARTHY.CA >, "'Kyriakakis,

Pantelis'" <pkyriakakis@mccarthy.ca>, "'deryck.helkaa@fticonsulting.com'"

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"'rkos@brownleelaw.com'" < rkos@brownleelaw.com >, Rodger Gibbs < rodger@hajdukllp.com >, Misty

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"'msimons@mccuaig.com" < msimons@mccuaig.com >, "'cdgreschner@bryanco.com"

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From: Richard Hajduk < richard@hajdukllp.com>

Sent: October 18, 2020 12:36 PM

To: Hanert, Caireen < Caireen.Hanert@gowlingwlg.com >; 'Collins, Sean F.' < scollins@MCCARTHY.CA >; 'Kyriakakis, Pantelis' < pkyriakakis@mccarthy.ca >; 'deryck.helkaa@fticonsulting.com' < deryck.helkaa@fticonsulting.com >; 'tom.powell@fticonsulting.com >; 'Clark, Mike' < mike.clark@fticonsulting.com >; 'brandi.swift@fticonsulting.com >; 'kmahar@millerthomson.com '< tom.gusa@dentons.com >; 'kmahar@millerthomson.com '< tom.gusa@dentons.com >; 'derek.pontin@dentons.com '< derek.pontin@dentons.com >; 'rzahara@mltaikins.com >; 'jill.medhurst@justice.gc.ca' < ill.medhurst@justice.gc.ca' >; 'tristen.cones@justice.gc.ca' < tristen.cones@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com '< smatheson@fieldlaw.com >; 'dnowak@mltaikins.com >; 'eforys@mltaikins.com '< ill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com '< ill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'smatheson@fieldlaw.com '< ill.medhurst@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'tristen.cones@justice.gc.ca>; 'tristen.cones@justice.gc.ca>;



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## Good Morning,

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

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

I look forward to your early response.

before Justice Eidsvik on October 22, 2020 at 10:00 am

Thank you.

Yours sincerely,

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Barrister & Solicitor
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From: "Hanert, Caireen" < Caireen. Hanert@gowlingwlg.com> Date: Sunday, October 18, 2020 at 12:22 PM To: "'Collins, Sean F.'" < scollins@MCCARTHY.CA>, "'Kyriakakis, Pantelis'" < pkyriakakis@mccarthy.ca>, "'deryck.helkaa@fticonsulting.com'" < deryck.helkaa@fticonsulting.com', "'tom.powell@fticonsulting.com'" < tom.powell@fticonsulting.com >, "'Clark, Mike'" < mike.clark@fticonsulting.com >, "'brandi.swift@fticonsulting.com'" < brandi.swift@fticonsulting.com >, "'kmahar@millerthomson.com'" < https://www.gusa@dentons.com/" "'derek.pontin@dentons.com'" < derek.pontin@dentons.com >, "'rzahara@mltaikins.com'" <rzahara@mltaikins.com>, "'jill.medhurst@justice.gc.ca'" < iill.medhurst@justice.gc.ca>, "'tristen.cones@justice.gc.ca'" < <a href="mailto:tristen.cones@justice.gc.ca">tristen.cones@justice.gc.ca</a>, "'smatheson@fieldlaw.com'" < smathespn@fieldlaw.com >, "'dnowak@mltaikins.com'" < dnowak@mltaikins.com >,  $"'e for ys@mltaik in s. com'" < \underline{efor ys@mltaik in s. com}, "'terence@kmlawyers.net'" < \underline{terence@kmlawyers.net}, \\$ "'jkent@rmrf.com'" < ikent@rmrf.com >, "'rkrushelnitzky@fieldlaw.com'" < rkrushelnitzky@fieldlaw.com >, "'lmiller@fieldlaw.com'" < <a href="mailtons.com"" distributions.com" distributions.com" distributions.com" distributions.com" distributions.com distributio "'jhockin@parlee.com'" < ihockin@parlee.com >, "'hfrydenlund@parlee.com'" < hfrydenlund@parlee.com >, "'pryzuk@millerthomson.com'" < pryzuk@millerthomson.com >, "'dreason@harrisonpensa.com'" < dreason@harrisonpensa.com >, "'rfarmer@bmllp.ca'" < rfarmer@bmllp.ca', "'JPawlyk@bmllp.ca'" < <u>IPawlyk@bmllp.ca</u>>, "'tmckay@hklaw.ca'" < <u>tmckay@hklaw.ca</u>>, "'crussell@mross.com'" < crussell@mross.com >, "'gplester@brownleelaw.com" < gplester@brownleelaw.com >, "'rkos@brownleelaw.com'" < rkos@brownleelaw.com >, Richard Hajduk < richard@hajdukllp.com >, Rodger Gibbs < rodger@hajdukllp.com >, Misty McTaggart < misty@hajdukllp.com >, "'cvshier@morrowtchir.ca'" < cvshier@morrowtchir.ca >, "'msimons@mccuaig.com'" < msimons@mccuaig.com >, "'cdgreschner@bryanco.com'" < cdgreschner@bryanco.com >, "'pstocco@brownleelaw.com'"  $<\!\!\underline{ostocco@brownleelaw.com}\!\!>\!, "\underline{dpeskett@smpllp.ca}" <\!\!\underline{dpeskett@smpllp.ca}\!\!>\!,$ "'petersond@bennettjones.com'" < petersond@bennettjones.com >, "'pgreep@rmrf.com'" <pgreep@rmrf.com>, "'james.reid@blakes.com'" <james.reid@blakes.com>, "'absecparties@avssystems.ca'" <a href="mailto:absecparties@avssystems.ca">absecparties@avssystems.ca</a>, "'mkuehne@stahlpeterbilt.com" < mkuehne@stahlpeterbilt.com>, "'nobrien@edmkw.com'" < nobrien@edmkw.com >, "'Byron.levkulich@rlholdings.com'" < Byron.levkulich@rlholdings.com >, "'Tasha.Cherniwchan@cat.com'" < Tasha.Cherniwchan@cat.com >, 'Sherry Pottie' < <a href="mailto:sherry.Pottie@cat.com">"cameron.ferris@bmo.com" < cameron.ferris@bmo.com">.</a>,

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### Good morning:

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

Kind regards, Caireen

Caireen E, Hanert

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X	- 11		
-			

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

Sent: October 16, 2020 11:40 PM

To: 'Collins, Sean F.' < <a href="mailto:scallins@MCCARTHY.CA">scallins@MCCARTHY.CA</a>; 'Kyriakakis, Pantelis' < <a href="mailto:pkyriakakis@mccarthy.ca">pkyriakakis@mccarthy.ca</a>; 'deryck.helkaa@fticonsulting.com' < deryck.helkaa@fticonsulting.com >; 'tom.powell@fticonsulting.com' < tom.powell@fticonsulting.com >; 'Clark, Mike' < mike.clark@fticonsulting.com >; 'brandi.swift@fticonsulting.com' 'tom.gusa@dentons.com' < tom.gusa@dentons.com >; 'derek.pontin@dentons.com' < derek.pontin@dentons.com >; 'rzahara@mltaikins.com' < rzahara@mltaikins.com >; 'jill.medhurst@justice.gc.ca' < jill.medhurst@justice.gc.ca >; 'tristen.cones@justice.gc.ca' < <a href="mailto:tristen.cones@justice.gc.ca">tristen.cones@justice.gc.ca</a>; 'smatheson@fieldlaw.com' < <a href="mailto:smatheson@fieldlaw.com">smatheson@fieldlaw.com</a>; 'smatheson@fieldlaw.com' <a href="mailto:smatheson@field 'dnowak@mltaikins.com' <<u>dnowak@mltaikins.com</u>>; 'eforys@mltaikins.com' <<u>eforys@mltaikins.com</u>>; 'terence@kmlawyers.net' < terence@kmlawyers.net >; 'jkent@rmrf.com' < jkent@rmrf.com >;  $"rkrusheln|tzky@fieldlaw.com" < \underline{rkrusheln|tzky@fieldlaw.com">; "lmiller@fieldlaw.com" < \underline{lmiller@fieldlaw.com">; lmiller@fieldlaw.com">; lmiller@fieldlaw.com</r | lmiller@fieldlaw.com$ 'Harvey@chaitons.com' < Harvey@chaitons.com>; 'jhockin@parlee.com' < jhockin@parlee.com>;  $"hfry denlund@parlee.com" < \underline{hfry denlund@parlee.com}"; "pryzuk@millerthomson.com" < \underline{pryzuk@millerthomson.com}"; "pryzuk@millerthomson.com" < \underline{pryzuk@mi$  $'dreason@harrisonpensa.com' < \underline{dreason@harrisonpensa.com} >; 'rfarmer@bmllp.ca' < \underline{rfarmer@bmllp.ca} >; 'r$ 'JPawlyk@bmllp.ca' <<u>JPawlyk@bmllp.ca</u>>; 'tmckay@hklaw.ca' <<u>tmckay@hklaw.ca</u>>; 'crussell@mross.com' <<u>crussell@mross.com</u>>; 'gplester@brownleelaw.com' <<u>gplester@brownleelaw.com</u>>; 'rkos@brownleelaw.com' 'r.gibbs@hajdukandgibbs.com' < <a href="mailto:r.gibbs@hajdukandgibbs.com">r.gibbs@hajdukandgibbs.com</a>; 'm.mctaggart@hajdukandgibbs.com' < m.mctaggart@hajdukandgibbs.com >; 'cvshier@morrowtchir.ca' < cvshier@morrowtchir.ca >; 'msimons@mccuaig.com' <msimons@mccuaig.com>; 'cdgreschner@bryanco.com' <cdgreschner@bryanco.com>; 'pstocco@brownleelaw.com'

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

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

All:

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

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

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

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

Kind regards, Caireen

Caireen E. Hanert
Partner
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THIS IS EXHIBIT "I" REFERRED TO IN THE AFFIDAVIT OF BLAKE ELYEA SWORN BEFORE ME THIS 20<sup>TH</sup> DAY OF NOWEMBER, 2020

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

ALEXANDRA L. MCCAWLEY
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550 BURRARD STREET - SUITE 2300
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05.16-2599

AAA

Thomas Cumming Direct +1 403 298 1938

tom.cumming@gowlingwlg.com



October 23, 2020

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

Attention:

Mr. Richard Hajduk

Dear Mr. Hajduk:

Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. under the

Companies' Creditors Arrangement Act (the "CCAA")

Court File No. 2001-05482

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

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

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

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

Gowling WLG (Canada) LLP Suite 1600, 421 7th Avenue SW Calgary AB T2P 4K9 Canada T +1 403 298 1000 F +1 403 263 9193 gowlingwig.com Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at <a href="mailto:gowlingwlg.com/legal">gowlingwlg.com/legal</a>.

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

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



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

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

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

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

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

Yours truly,

Gowling WLG (Carrada) LLP

Thomas Cumming

TSC:km

05.16-2602

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

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

ALEXANDRA L. MCCAWLEY
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TELEPHONE: (604) 891-2772

As At: 30-Apr-20				
Vendor	Invoice Amount Including GST	Invoice Amount Including GST		
	MD 2020	2000	Į.	
	<b>Contract</b>	MID 2019 CONTRACT	64.207.50	
IN raile & Associates Rhap Aggregates & Consulting Itd	1,270,791.71		1,270,791.71	
1223209 Alberta Itd. (T. Sagoo Fransbort)	2,617.84	1	2,617.84	
Martishey lopping Itd.	4,455.96	· •	4,455.96	
Matt Silver Trucking Ltd.	11,311.93	3,387.35	14,699.28	
Shamrock Valley Enterprises Ltd.	17,906.62	1,062.94	18,969.56	
UAV Imaging Inc.	5,412.75	•	5,412.75	
945441 Alberta Ltd. (1)	443,797.18	112,337.95	556,135.13	2019 Amount includes \$7,841.40 relating to 2015 MD Contract Shortfall (1,867MT)
IMKD Trucking		1,456.53	1,456.53	the state of the s
Renegade Gas & Oilfield Services Ltd.		1,856.26	1,856.26	
StraightVac Services Ltd.		2,904.17	2,904.17	
	1 020 04 40	123 005 20	1 943 506 68	
				*the only amounts payable in connection with the supply of aggregate to the MD yard was under the Havener Royalty Agreement for the 2018 contract year which is approximately \$400,000.00

05.16-2604

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

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

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
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TELEPHONE: (604) 891-2772

# AGGREGATES ROYALTY AGREEMENT

This EXCLUS	IVE AGREEMENT is made as of the	_29	day of	
October_		_, AD 2018		
BETWEEN	JMB CRUSHING SYSTEMS ULC (hereinafter referred to as "JMB")		5	
	And			
	Jerry Shankowski (945441 Alberta (full names and/or complete company			
	7727 81 Avenue Edmonton, AB T6C (full postal address)	0V4		
	(hereinafter referred to as "the Vendor	r")		
WHEREAS th	e Vendor is theRegistered Owner_ (registered owner, pur	chaser, lessee or	of otherwise)	
SW 21-56-7-W	4			
(legal land desc	ription)			
(hereinafter refe	erred to as "the Lands") shown outlined of Hectares (160	on the plan conta	ined herein and said to con Acres) more or	tain less,
NOW THERE and conditions	FORE THIS AGREEMENT WITNES thereinafter contained, JMB and the Veno	SSETH that, in clor agree as follo	onsideration of the mutual ws:	terms
ARTICLE I	DEFINITIONS			
mixtures of par sand and silt an	ent: " means, with respect to naturally occurr ticles of different sizes, those materials of d all other granular materials of little or ids and the construction of drainage work	ommonly referre no plasticity sucl	d to as boulders, cobbles, a	gravel,
2. "Gravel" me constituent part	eans that the type of Aggregate such that, icles will pass an opening 1.6mm (about	on average, half one sixteenth of	or less by weight of the an inch) square.	
3. "Sand" meal particles will pe	ns that type of Aggregates such that, on a ass an opening 1.6mm (about one sixteen	average more tha th of an inch) sq	n half by weight of the con uare.	stituen

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

#### ARTICLE II ACCESS TO AGGREGATES

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

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

## ARTICLE III WEED CONTROL

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

ARTICLE IV ROYALTY RATES ESTABLISHED

1. JMB shall pay to the Vendor dollars per CUBIC YARD) of accepted GRAVEL removed from the Lands.

2. JMB shall pay to the Vendor dollars per CUBIC YARD) of accepted SAND removed from the Lands.

3. JMB shall pay the vendor dollars per CUBIC YARD of pea gravel removed from the Lands.

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

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#### ARTICLE V MEASUREMENT OF AGGREGATES

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

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

#### ARTICLE VI ITEMS NOT TO BE PAID FOR SEPARATELY

The Vendor agrees that there shall be NO COMPENSATION for:

1 Unaccepted materials stripped from the Lands or rejected during processing.

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

## ARTICLE VII DEVELOPMENT AND RECLAMATION APPROVAL

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

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

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

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ARTICLE IX REMA	AINING STOCKPIL	LES		
Notwithstanding the exp he right to leave materia ands for a period of two ight of access to such sto	I that has been product (2) years beyond the	ced in connection with e said expiry date with	n this Agreement in s rout further charge, to	tockpiles on the
ARTICLE X TERM	OF THIS AGREEN	AENT		
The term of this Agreem	ent shall be for a peri	od commencing on the	e date hereof and end	ling at 24.00 hours
on the29	ofof	OctoberOB will have the first im, this agreement sha	, AL right to renegotiate th Il continue to be in el	D_2028, the next agreement. Iffect for the full
THIS AGREEMENT I		TED BY THE PART	TES HERETO:	
No.				
PER:	2			
EXECUTED BY THE	VENDORS:			
2				
PER:				
PER				

#