

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

COURT FILE NUMBER      2001 05482

COURT                      COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE        CALGARY

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

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

CLAIMANT                 RBEE AGGREGATE CONSULTING LTD.

DOCUMENT                AFFIDAVIT

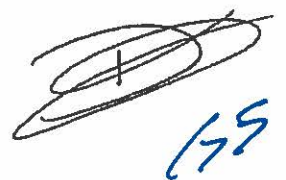
ADDRESS FOR  
SERVICE  
AND CONTACT  
INFORMATION OF  
PARTY FILING THIS  
DOCUMENT                Bishop & McKenzie LLP  
2300, 10180 – 101 Street  
Edmonton, AB, T5J 1V3  
Telephone: 780-426-5550  
Facsimile: 780-426-1305  
Attention: Jerritt R. Pawlyk  
File No. 110151-003 JRP/GWS

**AFFIDAVIT OF DAVID HOWELLS**

**Sworn on May 29, 2020**

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

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



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

**Lands**

The Shankowski Pit

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

**FIRST**

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

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

**SECOND**

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

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

- 10. Attached to this Affidavit as Exhibit "D" is a copy of a certificate of title to the Shankowski Land.

A handwritten signature consisting of a stylized, cursive name, followed by the initials 'GS' written in a bold, blocky font.

11. The Havener Land is legally described as:

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

A) PLAN 4286BM – ROAD	0.0004	0.001
B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID SAID QUARTER SECTION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY 110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH BOUNDARY TO A POINT ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT		
CONTAINING.....	1.21	3.00
C) PLAN 1722948 – ROAD	0.360	0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

12. Attached to this Affidavit as Exhibit "E" is a certificate of title to the Havener Land.

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

The Municipality Lands

14. The aggregate rock and gravel that was crushed by JBEE is being delivered to lands owned by the Municipality and located within the Municipality at the Northeast Quarter of Section 19, Township 61, Range 5, West of the 4<sup>th</sup> Meridian (the "Municipality Lands").

15. Title to the quarter section of land that makes up the Municipality Lands consists of three registered plans (road, descriptive, and subdivision), and a title for the entire quarter section excepting those registered plans.

16. Attached to this Affidavit as Exhibit "G" is a map of the Municipality Lands captured from the Alberta Land Titles and Surveys Spatial Information System.

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

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

(the "Plan 0928625 Land")

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

A handwritten signature consisting of a stylized, circular scribble, followed by the initials 'GS' written in a cursive style.

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

(the "Municipality Quarter Section")

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

**Invoices and Amounts Unpaid**

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

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

(collectively, the "Invoices")

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

**Liens**Shankowski Pit

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

Municipality Lands

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

SWORN BEFORE ME at the City of  
Edmonton, in the Province of Alberta  
this 29<sup>th</sup> day of May, 2020



Commissioner for Oaths in and for the  
Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



**DAVID HOWELLS**



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

**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



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A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



175

**SUBCONTRACTOR SERVICES AGREEMENT**

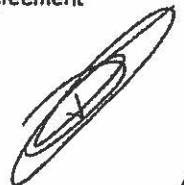
**JMB CRUSHING SYSTEMS INC.**

**&**

**R BEE AGGREGATE CONSULTING LTD.**

31460765.6

Services Agreement



175



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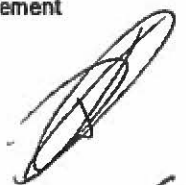
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**SCHEDULE A SERVICES**

**SCHEDULE B FEES**

**SCHEDULE C FORM OF STATUTORY DECLARATION**

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**SUBCONTRACTOR SERVICES AGREEMENT**

**(JMB Contract No. C397-001)**

THIS AGREEMENT is effective the 25<sup>th</sup> day of February, 2020.

**BETWEEN:**

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

**AND:**

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

**WHEREAS:**

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

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

**1. INTERPRETATION**

**1.1 Definitions**

In this Agreement:

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

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

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

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

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

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

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

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

Services Agreement

31460765.6

A handwritten signature in blue ink, appearing to be 'R BEE', is written over the printed text 'Services Agreement'. Below the signature, the number '175' is written in blue ink.

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

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

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

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

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

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

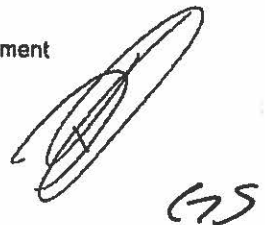
### 1.2 Construction and Interpretation

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

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

### 1.3 Governing Law

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

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

## 2. SERVICES

### 2.1 Appointment

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

### 2.2 Application of the Prime Contract

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

### 2.3 Term

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

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

### 2.4 Standard of Care

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

### 2.5 Subcontractor's Representations

The Subcontractor represents and warrants to the Company that:

Handwritten signature and initials, possibly '175', in blue ink.

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

## 2.6 Compliance with Company Policies

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

## 2.7 Subcontractor's Certifications and Information

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

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

## 2.8 Compliance with Laws

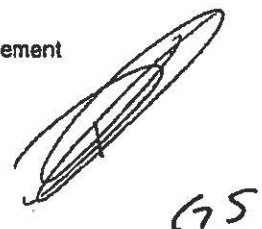
In performing the Services, the Subcontractor will comply with all applicable laws.

## 2.9 Qualified Personnel

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

## 2.10 Replace Personnel

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



## 2.11 Independent Contractor

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

## 3. FEES AND PAYMENT

### 3.1 Fees

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

### 3.2 Payment Terms

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

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

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

### 3.3 Records

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

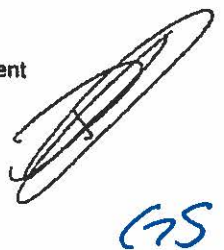
## 4. TERMINATION

### 4.1 Termination by Company

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

### 4.2 Suspension of Services

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





#### 4.3 Termination by Subcontractor

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

#### 4.4 Payment on Termination

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

### 5. INDEMNITY AND INSURANCE

#### 5.1 Indemnification by Subcontractor

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

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

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

#### 5.2 Indemnification by Company

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

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

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

### 5.3 Limitation of Liability

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

### 5.4 Insurance

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

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

## 5.5 No Consequential Damages

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

## 6. DISPUTE RESOLUTION

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

## 7. CONFIDENTIALITY

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

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

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

## 8. GENERAL

### 8.1 Entire Agreement

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

## 8.2 Amendment

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

## 8.3 Changes

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

## 8.4 Non-Exclusivity

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

## 8.5 Independent Legal Counsel

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

## 8.6 Assignment and Enurement

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

## 8.7 Unenforceability

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

## 8.8 Waiver

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

## 8.9 Force Majeure

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

Handwritten signature and initials (75) in the bottom right corner of the page.

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

**8.10 Language**

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

**8.11 Notices**

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

To the Company:

**JMB Crushing Systems Inc.**

Attention: Jason Panter

Email: jasonpanter@jmbcrush.com

With a copy to: admin@jmbcrush.com

To the Subcontractor:

**R Bee Aggregate Consulting Ltd.**

Attention: David Howells

Email: david@rbcrushing.ca

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

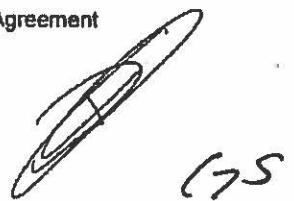
**8.12 Time**

Time is of the essence of this Agreement.

**8.13 Counterparts**

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

*(Signature page follows)*

A handwritten signature consisting of several overlapping loops, followed by the initials 'CS' written in a similar style.

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

March 4/20

COMPANY:

SUBCONTRACTOR

JMB CRUSHING SYSTEMS INC.

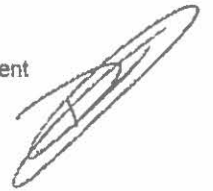
R BEE AGGREGATE CONSULTING LTD.

By   
Authorized Representative

By  (PRES)  
Authorized Representative

By \_\_\_\_\_  
Authorized Representative  
Jeff Buck  
President

By BERNICE REED  
Authorized Representative



**SCHEDULE A**

**SERVICES**

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

**Products and Specifications**

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

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

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

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

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

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

Services Agreement

**Product Sourcing**

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

**Product Quantity**

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

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

**Timing of Services**

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

**Quality Control**

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

A handwritten signature in black ink, consisting of a stylized, cursive name, is written over the text 'Services Agreement'. Below the signature, the initials 'MS' are written in a similar cursive style.



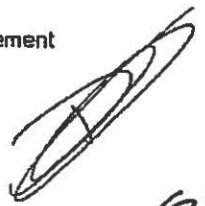
**SCHEDULE B**

**FEES**

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

- (1) Des 1 Class 12.5: \$11.00 per tonne
- (2) Des 2 Class 16: \$8.00 per tonne

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



SCHEDULE C

FORM OF STATUTORY DECLARATION

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

TO WIT:

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

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

Exceptions: [No Exceptions]

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

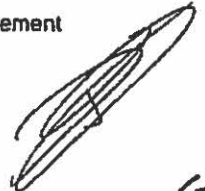
DATED \_\_\_\_\_

\_\_\_\_\_  
Signature of Declarant

DECLARED before me, \_\_\_\_\_, in the \_\_\_\_\_, in the Province of Alberta

DATED \_\_\_\_\_

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta



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

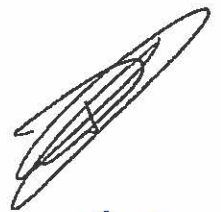
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



675



175

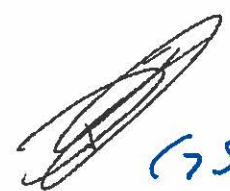
This is **Exhibit "C"** referred to in the  
Affidavit of

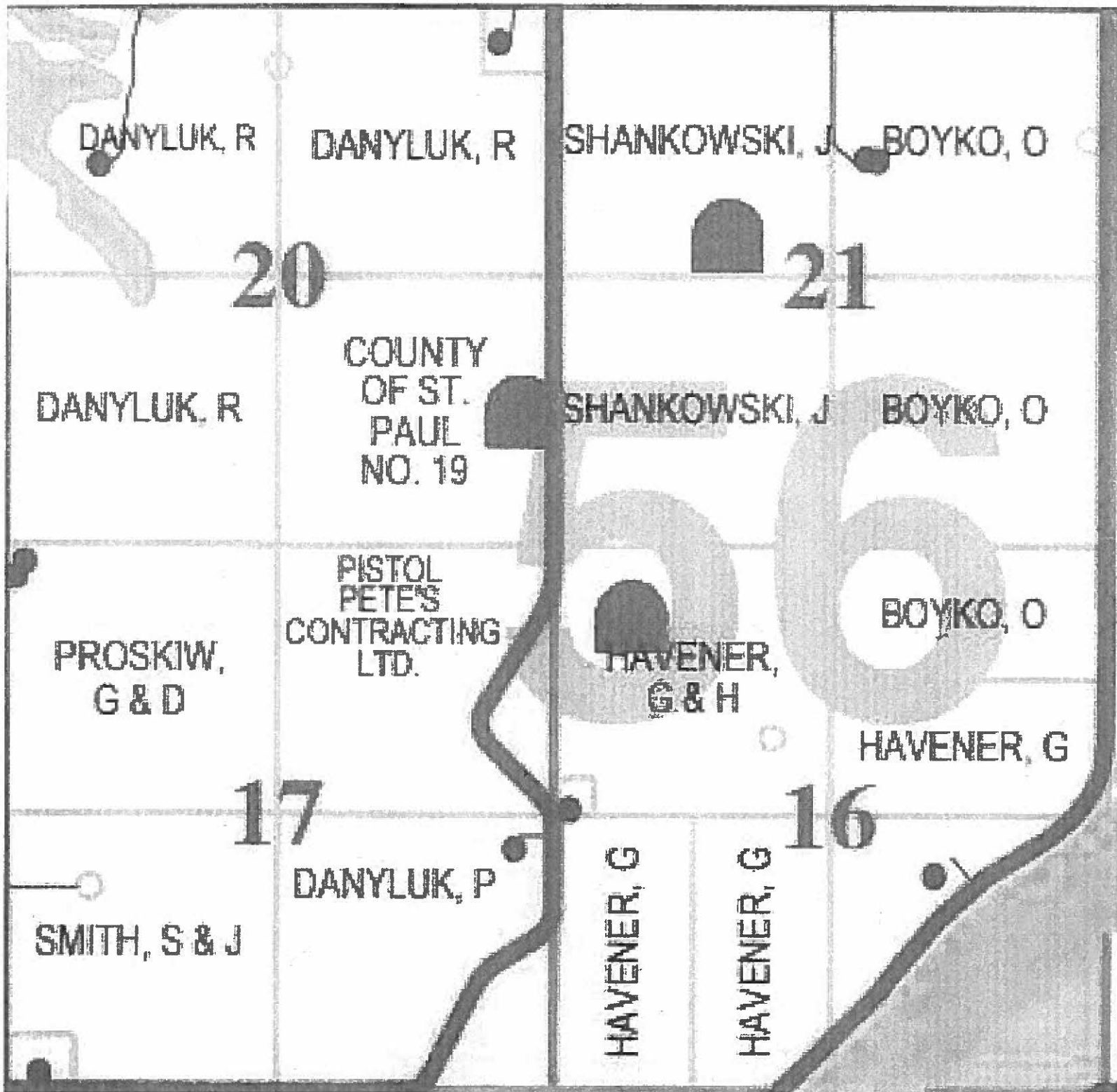
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020

  
A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*

  
675



DANYLUK, R

DANYLUK, R

SHANKOWSKI, J

BOYKO, O

20

21

DANYLUK, R

COUNTY  
OF ST.  
PAUL  
NO. 19

SHANKOWSKI, J

BOYKO, O

PISTOL  
PETE'S  
CONTRACTING  
LTD.

PROSKIW,  
G & D

HAVENER,  
G & H

BOYKO, O

HAVENER, G

17

16

DANYLUK, P

HAVENER, G

HAVENER, G

SMITH, S & J

547

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

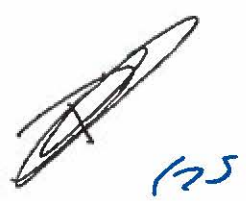
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



175



CERTIFIED COPY OF  
Certificate of Title

5

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

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

AT THE TIME OF THIS CERTIFICATION

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

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

FIRST

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

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

SECOND

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

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

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

ENCUMBRANCES, LIENS & INTERESTS

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:4286EM
972 235 435	08/08/1997	CAVEAT RE : RIGHT OF WAY AGREEMENT CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. BOX 6926, STATION "D" CALGARY

( CONTINUED )



## Certificate of Title

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

## ENCUMBRANCES, LIENS &amp; INTERESTS

REGISTRATION  
 NUMBER

DATE (D/M/Y) PARTICULARS

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

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

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

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



## \*SUPPLEMENTARY INFORMATION\*

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

*[Handwritten signature]*  
 125

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

**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*





CERTIFIED COPY OF
Certificate of Title

8

LINC 0037 711 496 SHORT LEGAL 4;7;56;16;NW

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

AT THE TIME OF THIS CERTIFICATION

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

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

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

MERIDIAN 4 RANGE 7 TOWNSHIP 56
SECTION 16

QUARTER NORTH WEST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

- A) PLAN 4286BM - ROAD 0.0004 0.001
B) ALL THAT PORTION COMMENCING AT THE SOUTH WEST CORNER OF THE SAID SAID QUARTER SECTION; THENCE EASTERLY ALONG THE SOUTH BOUNDARY 110 METRES; THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF THE SAID QUARTER 110 METRES; THENCE WESTERLY AND PARALLEL TO THE SAID SOUTH BOUNDARY TO A POINT ON THE WEST BOUNDARY; THENCE SOUTHERLY ALONG THE SAID WEST BOUNDARY TO THE POINT OF COMMENCEMENT CONTAINING 1.21 3.00
C) PLAN 1722948 - ROAD 0.360 0.89

EXCEPTING THEREOUT ALL MINES AND MINERALS

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

ENCUMBRANCES, LIENS & INTERESTS

Table with columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Includes entries for registration numbers 882 162 859 and 972 003 876.

( CONTINUED )

Handwritten signature and number 25

CERTIFIED COPY OF  
Certificate of Title

PAGE 2

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

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION  
NUMBER

DATE (D/M/Y)

PARTICULARS

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

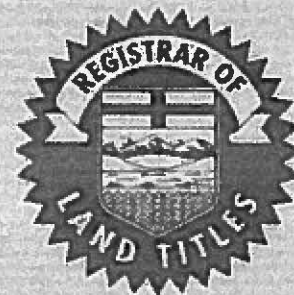
972 229 534 05/08/1997 UTILITY RIGHT OF WAY  
GRANTEE - CANADIAN NATURAL RESOURCES LIMITED.  
BOX 6926, STATION "D"  
CALGARY  
ALBERTA T2P2G1  
(DATA UPDATED BY: CHANGE OF NAME 042463878)

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

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

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

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



\*SUPPLEMENTARY INFORMATION\*

MUNICIPALITY: COUNTY OF ST. PAUL NO. 19  
REFERENCE NUMBER:  
072 148 823  
TOTAL INSTRUMENTS: 005

*(Handwritten signature)*  
175

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

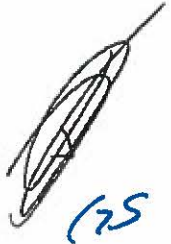
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



GS

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**002170374**

**ORDER NUMBER: 39385587**

**ADVISORY**

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

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

A handwritten signature in black ink, appearing to be 'J. S.', is located in the bottom right corner of the page. The signature is written in a cursive style and is positioned above the initials 'J.S.'.

000-428634-000



**CAVEAT**

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

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

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

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

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

002-470374-001

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

JMB CRUSHING SYSTEMS LTD.

Per:

Gyso Beck

5



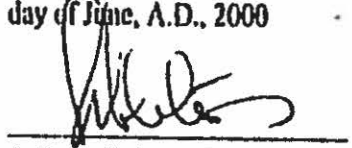
002-470374-002

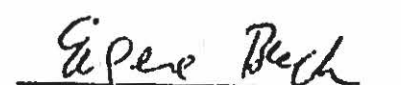
**AFFIDAVIT IN SUPPORT OF CAVEAT**

CANADA ) I, Eugene Buck  
 PROVINCE OF ALBERTA ) of the Town of Elk Point,  
 TO WIT: ) in the Province of Alberta  
 MAKE OATH AND SAY AS FOLLOWS:

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

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



  
 EUGENE BUCK

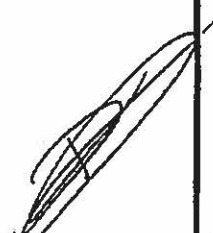
A Commissioner for Oaths in  
 and for the Province of Alberta  
  
**RICHARD R. HOLEYTON**  
**BARRISTER & SOLICITOR**



-----  
CAVI  
-----

Richard R. Holton Prof  
Box 14  
ST. PAUL, /  
TOA 3A  
Phone: (780) 6  
Fax: (780) 6-

File: 23,48.



(75

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

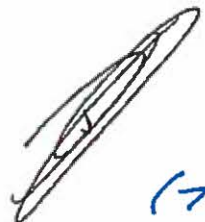
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020

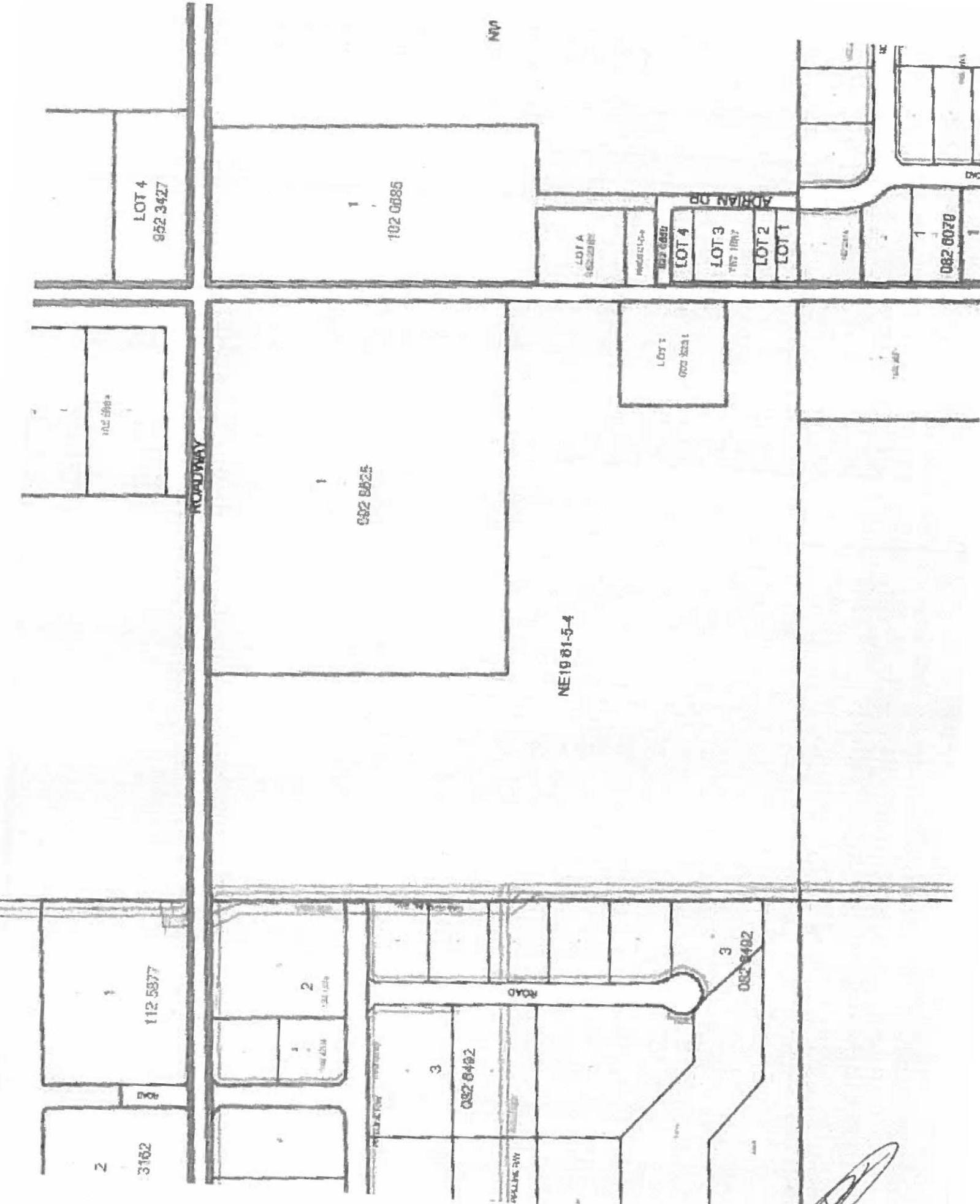


A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



175



LOT 4  
852 3427

1  
102 0885

LOT 1A  
852 3427

852 3427

LOT 4

LOT 3  
102 1887

LOT 2

LOT 1

852 6070

102 5884

ROADWAY

1  
852 8625

NE1901-5-4

LOT 7  
852 3427

1  
112 5877

2  
3162

2  
0.21 1024

1  
102 5884

3

852 6402

ROAD

3

852 6402

625

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

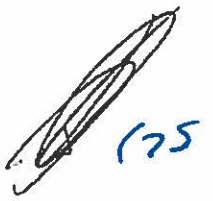
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



175



CERTIFIED COPY OF  
Certificate of Title

S

LINC                      SHORT LEGAL  
0034 014 183          0928625;1;1

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

AT THE TIME OF THIS CERTIFICATION

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

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

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

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

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
002 241 364	21/08/2000	CAVEAT RE : ROAD WIDENING CAVEATOR - THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87, BAG 1010 BONNYVILLE ALBERTA T9N2J7 AGENT - ROBERT A DOONANCO
092 310 470	01/09/2009	CAVEAT RE : ROADWAY CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF TRANSPORTATION 2ND FLOOR, TWIN ATRIA BUILDING 4999 - 98 AVENUE NW EDMONTON ALBERTA T6B2X3
202 104 972	13/05/2020	BUILDER'S LIEN LIENOR - J.R. PAINE & ASSOCIATES LTD. C/O SCOTT LAW 17505 106 AVE EDMONTON ALBERTA T5S1E7 AGENT - JOHN SCHRODER AMOUNT: \$64,207
202 106 439	15/05/2020	BUILDER'S LIEN

( CONTINUED )

**Certificate of Title**

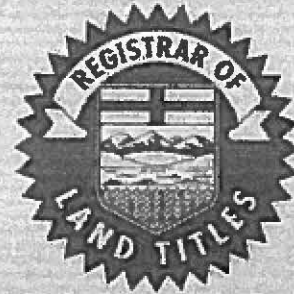
SHORT LEGAL 0928625;1;1  
 NAME THE MUNICIPAL DISTRICT OF BONNYVILLE NO. 87  
 NUMBER 102 054 177

**ENCUMBRANCES, LIENS & INTERESTS**

**REGISTRATION**  
 NUMBER DATE (D/M/Y) PARTICULARS

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

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



**\*SUPPLEMENTARY INFORMATION\***

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

*(Handwritten signature)*  
 175

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

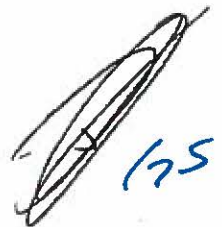
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*







LAND TITLE CERTIFICATE

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

LEGAL DESCRIPTION

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

Table with 4 columns: Plan, Description, Hectares, Acres. Rows include ROAD, DESCRIPTIVE, and SUBDIVISION.

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: MUNICIPAL DISTRICT OF BONNYVILLE NO. 87

REFERENCE NUMBER: 092 310 481 +1

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

OWNERS

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

ENCUMBRANCES, LIENS & INTERESTS

Table with 3 columns: REGISTRATION NUMBER, DATE (D/M/Y), PARTICULARS. Rows include UTILITY RIGHT OF WAY and DISCHARGE OF UTILITY RIGHT OF WAY.

( CONTINUED )

Handwritten signature and number 175

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2  
# 122 412 899

REGISTRATION

NUMBER      DATE (D/M/Y)      PARTICULARS

PARTIAL  
EXCEPT PLAN/PORTION: 9121747

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

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

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

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

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

TOTAL INSTRUMENTS: 007

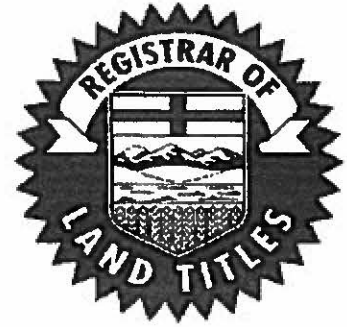
( CONTINUED )

Handwritten signature and scribble, possibly initials 'CS'.

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

ORDER NUMBER: 39374969

CUSTOMER FILE NUMBER: 110151-003



\*END OF CERTIFICATE\*

---

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

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

A handwritten signature, possibly "C. S.", is written in the bottom right corner of the page. The signature is written in a cursive, somewhat stylized script.

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

**DAVID HOWELLS**

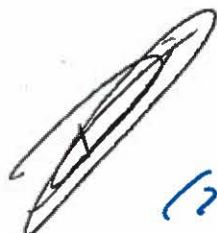
Sworn before me this 29th day  
of May, 2020



---

A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



125

**RBEE Aggregate Consulting Ltd.**

Box 1110  
Gibbons, AB T0A 1N0

**INVOICE**

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

Sold to:

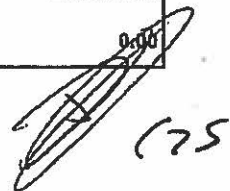
JMB Crushing Systems Ltd.  
PO Box 6977  
Bonnyville, AB T9N 2H4

Ship to:

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

Business No.: 788842680RT0001

Item No.	Unit	Quantity	Description	Tax	Unit Price	Amount
	Cubic Meter	39,366	RBJ 951 - Elk Point February 2020 2-16	G	6.00	236,196.00
			Subtotal:			236,196.00
			G - GST 5% GST/HST			11,809.80
Shipped By: _____ Tracking Number: _____					Total Amount	248,005.80
Comment: _____					Amount Paid	248,005.80
Sold By: _____					Amount Owing	0.00



(75)

**RBEE Aggregate Consulting Ltd.**

Box 1110  
Gibbons, AB T0A 1N0

**INVOICE**

Invoice No.: 266  
Date: Mar 31, 2020  
Ship Date:  
Page: 1  
Re: Order No. RBJ951 - Elk Point

**Sold to:**

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

**Ship to:**

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

Business No.: 788842680RT0001

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

Handwritten signature and initials, possibly 'CS'.

**RBEE Aggregate Consulting Ltd.**

Box 1110  
Gibbons, AB T0A 1N0

**INVOICE**

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

**Sold to:**

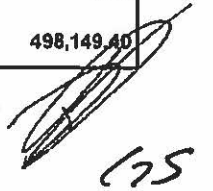
JMB Crushing Systems Ltd.  
PO Box 6977  
Bonnyville, AB T9N 2H4

**Ship to:**

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

Business No.: 788842680RT0001

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



Handwritten signature and scribble, possibly including the number 175.

**RBEE Aggregate Consulting Ltd.**

Box 1110  
Gibbons, AB T0A 1N0

**INVOICE**

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

**Sold to:**  
JMB Crushing Systems Ltd.  
PO Box 6977  
Bonnyville, AB T9N 2H4

**Ship to:**  
JMB Crushing Systems Ltd.  
PO Box 6977  
Bonnyville, AB T9N 2H4

Business No.: 788842690RT0001

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



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

**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



---

A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



675

From : JMB Crushing Systems Inc.  
 Box 6977  
 Bonnyville, AB T9N 2H4

Tel : 780-826-3272  
 Fax : 780- 826-6280

# Application for Progress Payment

(Base Contract)

Contractor: R Bee Aggregate Consulting Ltd.

Progress Claim No.: 4

Contractor Signature: \_\_\_\_\_

Date: May 10, 2020

GST Number 788842680RT0001

Phone #: \_\_\_\_\_

MD of Bonnyville-2020 Crush and  
 Project: Haul Project No.: \_\_\_\_\_

Subcontract No.: C393-001

**PO# 950158**

	Base Contract Breakdown Description	Unit Price Per Contract	Total of Contract Units	Total Contract Value	% to date	Units Completed To Date	Amount Completed To Date	Units Completed Previous To Date	Amount Completed Previous To Date	This Claim	
										Units	Total Dollars
1	Crush and Stock Pile Des 2-16 material in the Shankowski pit	\$6.00	150000	\$ 900,000.00	100%	150,000	\$ 900,000.00	150,000	\$ 900,000.00	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
2	Crush and Stock Pile Des 2-16 material in the Shankowski pit	\$11.00	42448	\$ 466,928.00	115%	48,997.62	\$ 538,973.82	42,448.00	\$ 466,928.00	6,549.62	\$ 72,045.82
				\$ -			\$ -		\$ -	-	\$ -
3	Stripping	\$7,500.00	1	\$ 7,500.00	100%	1.00	\$ 7,500.00	1.00	\$ 7,500.00	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
				\$ -			\$ -		\$ -	-	\$ -
				<b>\$1,374,428.00</b>	<b>105%</b>		<b>\$1,446,473.82</b>		<b>\$1,374,428.00</b>		<b>\$72,045.82</b>
				<b>\$1,374,428.00</b>	<b>105%</b>		<b>\$1,446,473.82</b>		<b>\$1,374,428.00</b>		<b>\$72,045.82</b>

**Summary**

Total Completed to Date	<u><b>\$1,446,473.82</b></u>
Less: Previous Billing(s)	<u><b>\$1,374,428.00</b></u>
<b>Total This Billing</b>	<u><b>\$72,045.82</b></u>
Less: Holdback	<u><b>\$7,204.58</b></u>
<b>Net Total</b>	<u><b>\$64,841.24</b></u>
G.S.T.	<u><b>\$3,242.06</b></u>
<b>Total Payable</b>	<u><b>\$68,083.30</b></u>

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

**DAVID HOWELLS**

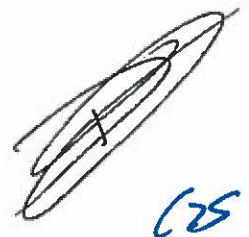
Sworn before me this 29th day  
of May, 2020



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A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



GS

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**202106447**

**ORDER NUMBER: 39384611**

**ADVISORY**

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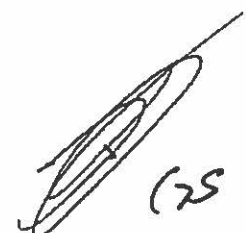
Lienholder RBEE Aggregate Consulting Ltd. Address 2100, 222 - 3 Avenue SW Calgary Alberta T2P 0B4
claims a Lien under the Builders' Lien Act in the fee simple estate OR (specify if some other type of estate or interest applies) _____ Name Jerry Shankowski Address 7727 - 81 Ave NW Edmonton Alberta T6C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

this 14 day of May 2020

  
(Signature of Lienholder or Agent)

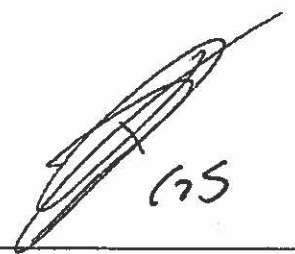
at Morinville, Alberta.

MAXWELL C. PUTNAM  
BARRISTER & SOLICITOR

  
(25

**SCHEDULE "A"**  
**Fee Simple Interest**

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



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

Sworn before me at \_\_\_\_\_, Alberta  
on the \_\_\_\_ day of \_\_\_\_\_,  
(Signature of Applicant)

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

- OR -

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

Sworn before me at Morinville, Alberta  
on the 14 day of May, 2020  
(Signature of Applicant)

Naomi D. VanBrabant  
My Commission Expires November 23, 2020  
(Commissioner for Oaths in and for the Province of Alberta) (Print Name) (Expiry Date of Commission)

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

CS



202106447

202106447 REGISTERED 2020 05 15  
BUIL - BUILDER'S LIEN  
DOC 1 OF 1 DRR#: B1546CE ADR/TTAYLOR  
LINC/S: 0037711520 +



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

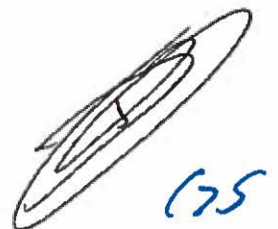
**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



175

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**202106449**

**ORDER NUMBER: 39384611**

**ADVISORY**

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

A handwritten signature and the number '25' are located in the bottom right corner of the page. The signature is a cursive scribble, and the number '25' is written in a simple, blocky font.

Lienholder RBEE Aggregate Consulting Ltd.

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

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

Name Helen Havener and Gail Charlene Havener

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

In the following land:  
See Attached Schedule A

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

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

Name of Person or Corporation: JMB Crushing Systems Inc.

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

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

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

on April 6, 2020

- OR -

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

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

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

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

this 14 day of May, 2020

at Morinville, Alberta.

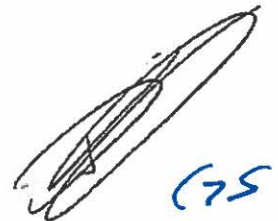
  
(Signature of Lienholder or Agent)

MAXWELL C. PUTNAM  
BARRISTER & SOLICITOR

 (75

**SCHEDULE "A"**  
**Fee Simple Interest**

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



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

Affidavit Verifying Claim by Lienholder

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

Sworn before me at \_\_\_\_\_, Alberta

on the \_\_\_\_ day of \_\_\_\_\_ (Signature of Applicant)

n.s.

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

- OR -

Affidavit Verifying Claim by Other Than Lienholder

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

Sworn before me at Morinville, Alberta

on the 14 day of May, 2020

(Signature of Applicant)

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

Naomi D. VanBrabant My Commission Expires November 23, 2020

(Print Name)

(Expiry Date of Commission)

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

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527



202106449 REGISTERED 2020 05 15  
BUIL - BUILDER'S LIEN  
DOC 1 OF 1 DRR#: B1546CF ADR/TTAYLOR  
LINC/S: 0037711496

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

**DAVID HOWELLS**

Sworn before me this 29th day  
of May, 2020



A Commissioner for Oaths in and  
for the Province of Alberta

**Graham W. Sanson**  
*Barrister & Solicitor*



675

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

**202106439**

**ORDER NUMBER: 39384611**

**ADVISORY**

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

A handwritten signature in black ink, appearing to be 'C75', is located in the bottom right corner of the page. The signature is stylized and somewhat illegible.



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

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

  
(Signature of Lienholder or Agent)

MAXWELL C. PUTNAM  
BARRISTER & SOLICITOR



**SCHEDULE "A"**  
**Fee Simple Interest**

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



CS

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

Sworn before me at \_\_\_\_\_, Alberta on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Signature of Applicant)

M.P. (Commissioner for Oaths In and for the Province of Alberta) (Print Name) (Expiry Date of Commission)

- OR -

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

Sworn before me at Morinville, Alberta on the 14 day of May, 2020 (Signature of Applicant)

Naomi D. VanBrabant My Commission Expires November 23, 2021 (Commissioner for Oaths In and for the Province of Alberta) (Print Name) (Expiry Date of Commission)

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

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202106439 REGISTERED 2020 06 15  
BUIL - BUILDER'S LIEN  
DOC 1 OF 1 DR# : B1546CB ADR/TTAYLOR  
LINC/S: 0034014103

(75)

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COMMISSIONER'S CERTIFICATE

I, Graham W. Sanson, certify that:

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

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

**Graham W. Sanson**  
*Barrister & Solicitor*