

Form 49
Rule 13.19

Clerk's Stamp

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

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

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

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

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

DOCUMENT **AFFIDAVIT OF AARON PATSCH**

ADDRESS FOR **Gowling WLG (Canada) LLP**
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INFORMATION OF Attn: **Tom Cumming/Caireen E. Hanert/Stephen Kroeger**
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File No.: A163514

AFFIDAVIT OF AARON PATSCH
sworn March 30, 2021

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

- I am a director of the Applicant JMB Crushing Systems Inc. ("**JMB**") and was a director of the Applicant 2161889 Alberta Ltd. ("**216**", and with JMB, the "**Applicants**"). I am also a Partner at Resource Land Holdings, LLC, which is the contracted manager of

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Resource Land Fund V, LP (“**RLF**”). RLF is the ultimate parent of JMB, 216 and Mantle Materials Group, Ltd. (“**Mantle**”). As such, I have personal knowledge of the matters herein deposed to, except where stated to be based upon information and belief, in which case I verily believe same to be true.

2. In preparing this Affidavit, I have consulted with legal, financial and other advisors of the Plan Applicants and members of the Plan Applicants’ management teams. I have also reviewed the business records of the Plan Applicants relevant to these proceedings and have satisfied myself that I possess of sufficient information and knowledge to swear this Affidavit.
3. I make this Affidavit in support of relief sought by JMB, 216, Mantle and 2324159 Alberta Inc. (collectively, the “**Plan Applicants**”) in the within proceedings and summarized in paragraph 6 of the Affidavit of Byron Levkulich sworn March 4, 2021 and for an Order sealing my Affidavit sworn March 30, 2021 (the “**Confidential Affidavit**”) on the court file until the termination of the within proceedings under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36.
4. I am authorized to swear this Affidavit as a corporate representative of the Plan Applicants.

Amended and Restated Purchase Agreement

5. A redacted copy of the amended and restated purchase agreement dated as of March 3, 2021 (the “**Mantle Agreement 1**”) between JMB, 216 and Mantle was appended as Exhibit “L” to the Affidavit of Byron Levkulich sworn March 4, 2021 in these proceedings (the “**March 4th Affidavit**”). Since the March 4th Affidavit was sworn, certain revisions were made to the form of the Mantle Agreement 1, which revisions were appended as Exhibit “C” to the Affidavit of Blake M. Elyea sworn March 24, 2021 (the “**March 24th Affidavit**”) in these proceedings (as revised, the “**Mantle Agreement 2**”). A redacted blackline comparison of Mantle Agreement 2 to Mantle Agreement 1 was appended as Exhibit “D” to the March 24th Affidavit.
6. Since the Mantle Agreement 2 was appended as an Exhibit to the March 24th Affidavit additional revisions have been made to the form of the Mantle Agreement 2 (as revised,

the "Mantle Agreement 3"). Attached hereto as Exhibits "A" and "B" respectively are redacted copies of the Mantle Agreement 3 and a blackline comparison of the Mantle Agreement 3 to the Mantle Agreement 1 (the "Blackline").

- 7. Unredacted copies of the Mantle Agreement 3 and a blackline comparison between the Mantle Agreement 3 to the Mantle Agreement 2 are attached as Exhibits "A" and "B" to my Confidential Affidavit sworn March 30, 2021.

Amended and Restated Plan of Arrangement

- 8. The amended and restated plan of arrangement (the "Amended Plan 1") was provided to this Honourable Court on March 4, 2021, a copy of which is attached hereto as Exhibit "C". Since March 4, 2021, certain revisions were made to the form of the Amended Plan 1 (as revised, the "Amended Plan 2"). Attached hereto as Exhibit "D" is a copy of Amended Plan 2. A blackline comparison of Amended Plan 2 to Amended Plan 1 is attached as Exhibit "E".

Sealing Order

- 9. Unredacted copies of the Mantle Agreement 3 and the Blackline are attached as exhibits to my Confidential Affidavit. These unredacted documents contain sensitive commercial information that, if disclosed, could adversely impact the interests of the Applicants and their stakeholders. Accordingly, the Applicants are seeking to have the Confidential Affidavit sealed.

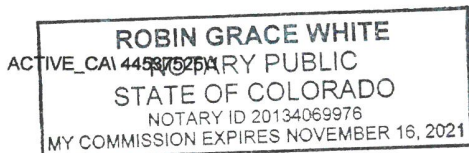
SWORN BEFORE ME at the City of)
Denver, in the State of Colorado, this 30th)
day of March, 2021.)

Robin Grace White)

A Notary Public in and for the State of)
Colorado)

[Signature]
AARON PATSCH

Robin Grace White
My commission expires 11/16/21



THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF AARON PATSCH
SWORN BEFORE ME
THIS 30th DAY OF MARCH, 2021

Robin Grace White

A Notary Public in and for the State of Colorado

Robin Grace White

My commission expires 11/16/21

ROBIN GRACE WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134069976
MY COMMISSION EXPIRES NOVEMBER 16, 2021

AMENDED AND RESTATED PURCHASE AGREEMENT

BETWEEN

JMB CRUSHING SYSTEMS INC.,

a corporation incorporated pursuant to the laws of the Province of British Columbia

- AND -

2161889 ALBERTA LTD.,

a corporation incorporated pursuant to the laws of the Province of Alberta

- AND -

MANTLE MATERIALS GROUP, LTD.,

a corporation incorporated pursuant to the laws of the Province of British Columbia

March 3, 2021

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AMENDED AND RESTATED PURCHASE AGREEMENT

THIS AGREEMENT made as of the 3rd day of March, 2021.

BETWEEN:

JMB CRUSHING SYSTEMS INC., a corporation formed under the laws of the Province of British Columbia ("**JMB**") and **2161889 ALBERTA LTD.**, a corporation formed under the laws of the Province of Alberta ("**216**", and together with JMB, the "**Vendors**")

- and -

MANTLE MATERIALS GROUP, LTD., a corporation incorporated pursuant to the laws of the Province of British Columbia (the "**Purchaser**")

CONTEXT:

A. The Vendors applied to the Court of Queen's Bench of Alberta (the "**Court**") for protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-35, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceedings**"), and pursuant to an Order of the Honourable Justice K.M. Eidsvik (the "**Initial Order**") pronounced on May 1, 2020 (the "**Filing Date**"), as subsequently amended and restated on May 11, 2020, the Court declared that the Vendors were companies to which the CCAA applied, stayed all proceedings against the Vendors, appointed FTI Consulting Canada Inc. as monitor of the Vendors (the "**Monitor**"), and approved a sale and investor solicitation process (the "**SISP**") for the solicitation of offers for the sponsorship of the Original Plan or the purchase and sale of the business and assets of the Vendors.

B. Pursuant to a Sale Proposal (as defined in the SISP) submitted by the Purchaser to the Monitor, the Vendors entered into an amended and restated asset purchase agreement dated September 28, 2020, as amended October 2, 2020 (such asset purchase agreement as amended being the "**Original APA**"), pursuant to which the Vendors were to sell and the Purchaser was to purchase certain assets of the Vendors and assume certain liabilities upon and subject to the terms and conditions set forth in the Original APA.

C. The Court pronounced a sale approval and vesting order (the "**Original SAVO**"), assignment order under section 11.3 of the CCAA (the "**Original Assignment Order**"), reverse vesting order (the "**Original RVO**") and sanction order (the "**Original Sanction Order**") on October 16, 2020, which Original Sanction Order approved a plan of arrangement under the CCAA and BC BCA (the "**Original Plan**").

D. The Original APA was conditional, *inter alia*, upon Alberta Environment & Parks (the "**AEP**") approving transfers of certain Permits and Dispositions, and the Parties have been unable to obtain a commitment from the AEP to grant such approvals.

E. The Parties have agreed to amend and restate the Original APA and the Original Plan and apply to the Court for Orders amending and restating the Original SAVO, the Original RVO and the Original Sanction Order, subject to the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

"216" is defined in the introductory paragraph of this Agreement.

"216 Inventory" means Inventory located on the 216 Disposition Lands.

"216 Disposition Lands" means the lands subject to one or more 216 Dispositions.

"216 Dispositions" means the Dispositions listed on **Schedule B** under the heading "216 Dispositions" together with any security deposited with the AEP in respect thereof to secure Reclamation Obligations.

"216 Miscellaneous Operational Contracts" means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to 216 Dispositions and 216 Disposition Lands.

"216 Reserves" means the Aggregate Reserves located in and under the 216 Disposition Lands.

"216 Retained Assets" means the 216 Dispositions, 216 Disposition Lands, 216 Reserves in and thereunder, 216 Permits, 216 Inventory and 216 Miscellaneous Operational Contracts.

"216 Permits" means any Permits held by 216 relating to the Aggregate Pits subject to 216 Dispositions.

"Accounts Receivable" means all accounts receivable and other amounts due, owing or accruing due to a Vendor, including bills receivable, trade accounts, book debts employee loans and advances, supplier rebate accruals, freight prepaid and charged and insurance claims due to the Vendor resulting from the sale of goods or services in the ordinary course of the business, and including any cash balances held by a Vendor or the Monitor prior to Closing, but excluding any Bonnyville Proceeds or any security deposited with the AEP to secure Reclamation Obligations.

"Acquired Assets" means the Business, the Assigned Contracts, the JMB Active Royalty Agreements and the interest in the JMB Active Royalty Lands and JMB Reserves thereunder, the Books and Records and the Miscellaneous Assets.

"Acquisition and Reorganization Transaction Orders" means, collectively, the Amended SAVO, the Amended RVO, the Amended Sanction Order and the Amended Assignment Order.

"Acquisition and Reorganization Transactions" means the transactions provided for or contemplated in this Agreement, including the transfer, vesting and assignment of the Acquired Assets in the Purchaser pursuant to the Amended SAVO and the Amended Assignment Order,

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the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in ResidualCo and the assumption by ResidualCo of the Excluded Liabilities pursuant to the Amended RVO, and the transactions and steps contemplated by the Amended Plan and Amended Sanction Order, and “**Transaction**” means any one of them.

“**Adjustment Item**” is defined in Section 3.6(a).

“**Adjustment Time**” means 11:59 pm on the Closing Date.

“**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.6.

“**AEP**” is defined in Recital D.

“**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under common control with, such Person. The term “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this amended and restated purchase agreement, which amends and restates the Original APA, together with the schedules attached hereto, as amended or supplemented from time to time, and the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this asset purchase agreement. “**Article**”, “**Section**” and “**Subsection**” mean and refer to the specified article, section and subsection of this Agreement.

“**Aggregate**” means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.

“**Aggregate Pit**” means a pit and other infrastructure located on Lands subject to an Aggregate Pit Agreement.

“**Aggregate Pit Agreements**” means the 216 Dispositions, the JMB Dispositions and the JMB Royalty Agreements identified on **Schedule B** and all amendments, renewals and extensions of such documents and all documents issued in substitution therefor.

“**Aggregate Reserves**” means reserves of Aggregate located in and under the Lands subject to the Aggregate Pit Agreements and in and under the JMB Real Property that has not been extracted as of the date of this Agreement.

“**Amended Assignment Order**” is defined in Section 2.4(d).

“**Amended Plan**” is defined in Section 2.3.

“**Amended RVO**” is defined in Section 2.4(b).

“**Amended Sanction Order**” is defined in Section 2.4(c).

“**Amended SAVO**” is defined in Section 2.4(a).

“**Andrychuk Royalty Agreement**” means the Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

“**Applicable Law**” means, with respect to any Person, property, transaction, event, business or other matter, any federal, state, provincial, local, domestic or foreign constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Permit, order or other requirement of any Governmental Authority whether or not having the force of law relating or applicable to such Person, property, transaction, event, business or other matter.

“**Assigned Contracts**” means the Contracts listed on **Schedule C** together with any other Contract identified by the Purchaser in writing to the Vendors prior to Closing that has not been sold to a Third Party under the SISP or disclaimed under section 32 of the CCAA.

“**Assumed Liabilities**” is defined in Section 2.5.

“**ATB**” means ATB Financial.

“**ATB Agreement**” means an agreement to which the Vendors, the Purchaser and ATB are party governing the ATB Assumed Debt, which agreement shall be in form and substance satisfactory to the Vendors, the Purchaser and ATB.

“**ATB Assumed Debt**” means that portion of the ATB Indebtedness that the Purchaser becomes liable for under and pursuant to the provisions of the Amended Plan and the ATB Agreement, which based upon the estimated tonnes of Tranche B Inventory as of the date of this Agreement, and the value of the JMB Real Property, is [REDACTED]

“**ATB Indebtedness**” means all of the indebtedness, liabilities and obligations of JMB under the ATB Loan and Security Documents.

“**ATB Loan and Security Documents**” means the loan and security documents granted by JMB to ATB.

“**ATB Mortgage**” means a mortgage granted by JMB in favour of ATB against the JMB Real Property.

“**Atlas Shares**” means all of the shares in the capital of Atlas Aggregates Inc. held by JMB, including without limitation 7,820,077 Class “A” Common Shares therein.

“**BC BCA**” means *Business Corporations Act*, SBC 2002, c 57.

“**Bid**” means any offer or bid by a Vendor to a Counterparty to sell or supply Aggregate whether or not such offer or bid has been accepted by such Counterparty.

“**Bonnyville Supply Contract**” means the supply agreement entered into November 1, 2013 between the Municipal District of Bonnyville No. 87 and JMB, as amended by the first amendment dated September 30, 2015, the second amendment dated December 12, 2016, the third amendment dated February 26, 2018, and the amendment to agreement dated February 28, 2020.

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“Bonnyville Lease” means the lease dated September 1, 2011 between 489786 Alberta Ltd. as landlord and JMB as tenant, as amended September 3, 2015, December 12, 2016, February 26, 2018 and March 1, 2020, in respect of the Bonnyville Lands.

“Bonnyville Lands” means the lands and premises located at NW-20-61-5-4 in Bonnyville, Alberta and referred to as the “JMB Yard”.

“Bonnyville Proceeds” means any amounts paid or payable to JMB under the Bonnyville Supply Contract in respect of the extraction and processing of Aggregate and its sale to the Municipal District of Bonnyville No. 87 during the 2021 calendar year, provided, however, that the term “Bonnyville Proceeds” shall be limited to include only any such amounts which: (i) are derived during the 2021 calendar year; and, (ii) have been funded by the Purchaser or CARC, as set out in, and pursuant to, the Interim Project Management Agreement.

“Books and Records” means all Information maintained relating to or in connection with the Transaction Assets or the tax or financial position of the Vendors other than personal information relating to Employees who are not Transferred Employees.

“Business” means the business carried on by the Vendors specifically utilizing the Transaction Assets including the operation of the Aggregate Pits and the extraction, processing, sale and transportation of Aggregates therefrom, and the goodwill associated therewith.

“Business Day” means any day, other than a Saturday, Sunday or legal holiday in the Province of Alberta.

“CARC” means Canadian Aggregate Resource Corporation.

“CARC Advance” is defined in Section 3.3.

“CaseLines Filesite” means the website identified as “Canada.caselines.com” and maintained in respect of the CCAA Proceedings.

“CaseLines Order” means an Order of the Honourable Justice K.M. Eidsvik pronounced on May 29, 2020 providing for the uploading of pleadings, documents and materials filed in the CCAA Proceedings onto the CaseLines Filesite and deeming such uploading to be proper service on all Persons named in the Service List.

“CCAA” is defined in Recital A.

“CCAA Proceedings” is defined in Recital A.

“Claims” means all past, present and future claims, suits, actions, charges, penalties, causes of action, demands, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees (on a full solicitor and their own client indemnity basis) and other professional fees and disbursements of any nature or any kind whatsoever, but, for greater certainty, shall not include any claims made for Adjustments or re-adjustments as contemplated or permitted herein.

“Class A JMB Shares” means Class A common shares in the capital of JMB.

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“Closing” means the closing and consummation of the Acquisition and Reorganization Transactions on the Closing Date, including without limitation the payment of the Purchase Price and the delivery of the Closing Documents.

“Closing Date” means 12:00 p.m. (Mountain Time) on the second (2nd) Business Day immediately following the date that the conditions precedent in Sections 5.1, 5.2 and 5.3 are satisfied or waived or on such other Business Day as the Parties may agree in writing.

“Closing Documents” means, collectively, all of the agreements, instruments and other documents to be delivered by the Vendors to the Purchaser pursuant to Section 6.2 and the agreements, instruments and other documents to be delivered by the Purchaser to the Vendors pursuant to Section 6.3.

“Confidentiality Agreement” means the confidentiality and non-disclosure agreement dated June 19, 2020 between the Sale Advisor and CARC.

“Consent” means any consent, approval, permit, waiver, ruling, exemption, authorization, or acknowledgement from any Person, including a Government Authority, which is required in respect of or pursuant to the terms of any Contract or Permit in connection with a transaction.

“Contract” means any legally binding contract, agreement, obligation, undertaking, instrument, mortgage, commitment or other arrangement, whether written or oral.

“Cooperation Agreement” means an agreement between the Purchaser, ATB, Fiera and certain other Persons in form and substance acceptable to such parties.

“Counterparty” means a Third Party that is party to a Contract or to whom a Bid is made.

“Cost Allocation Agreement” is defined in Section 5.1(d).

“Court” is defined in Recital A.

“Cure Costs” means:

- (a) the aggregate amount of any monetary defaults under a Contract which must be cured under section 11.3(4) of the CCAA in order to obtain an Order under section 11.3(1) of the CCAA assigning the rights and obligations of a Vendor thereunder to the Purchaser; or
- (b) the aggregate amount of moneys paid to Counterparties under a Contract to obtain the Counterparty's Consent to its assignment,

less any amounts required to be paid by the Vendors as Adjustments.

“Data Room Information” means all information provided to the Purchaser in relation to the Vendors, their Affiliates, the Business, the Assumed Liabilities or the Transaction Assets.

“Deposit” is defined in Subsection 3.3.

“Disposition” means a disposition of land of the Crown in right of Alberta under the *Public Lands Act*, RSA 2000, Ch. P-40.

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“Eastside” means Eastside Rock Products, Inc., a corporation incorporated under the state laws of Washington, which is a subsidiary of JMB.

“Edmonton Lease” means the lease dated May 31, 2019 between 9046-22 Ave Inc. as landlord and JMB as tenant in respect of the Edmonton Premises.

“Edmonton Premises” means the premises municipally known as 9046 – 22nd Avenue SW, Edmonton, Alberta, having approximately 2,298 square feet.

“Employees” means the individuals who are employed or retained on contract by a Vendor (including individuals employed or retained on a full-time or part-time basis).

“Enterprise Contract” means the master equity lease agreement dated August 27, 2019 in respect of open-end (equity) lease schedule between JMB and Enterprise Fleet Management, relating to the Enterprise Equipment.

“Enterprise Equipment” means a 2019 Ford F-15- XLT 4x4 SuperCrew Cab Styleside 6.5, Unit 239DGD, VIN 1FTFW1E52KFC66669.

“EPEA” means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 and the regulations thereunder, including the Code of Practice for Pits issued thereunder.

“ETA” means Part IX of the *Excise Tax Act* (Canada).

“Excluded Books and Records” means all Information maintained relating to or in connection with the Excluded Liabilities and the Excluded ResidualCo Assets listed in clauses (a) to (c) and (e) to (f) of the definition of Excluded ResidualCo Assets, together with personal information relating to Employees who are not Transferred Employees.

“Excluded Disposed Assets” means (a) any right, title or interest of JMB or 216 in or to the Fiera Disposed Equipment or the Fiera Eastside Equipment, (b) any Rejected Contracts that have been disclaimed by the Vendor party thereto under section 32 of the CCAA, and (d) any other property or assets disposed of by a Vendor between the Filing Date and Closing.

“Excluded Inventory” means (a) approximately 10,201.82 tonnes of Aggregate consisting of raw pit run gravel located on the Bonnyville Lands which according to the records of JMB was transferred from another property, and approximately 7,000 tonnes of customer rejected clay contaminated ACP L1 (½”) asphalt material; (b) approximately 7,900 tonnes of Aggregate consisting of pea gravel located on the Lands subject to the Shankowski Royalty Agreement; (c) Aggregate consisting of approximately 8,265 tonnes of Des 2 Class 20, approximately 5,000 tonnes of Des 6 Class 80 and approximately 9,569 tonnes of Des 2 Class 40 stored on lands subject to a Disposition held by Stony Valley Contracting Ltd. and located at NE 2-82-7 W4M pursuant to a license agreement dated December 14, 2018 between Stony Valley Contracting Ltd. and JMB, (d) Aggregate on the lands subject to the Kalinko Operating Agreement, and (e) approximately 6,458 tonnes of Aggregate consisting of 10 mm gravel and sand located on the Lands subject to the Havener Royalty Agreement.

“Excluded Liabilities” is defined in Section 2.6.

“Excluded ResidualCo Assets” means (a) the PMSI Property, (b) the Excluded Inventory, (c) the Accounts Receivable, (d) the Excluded Books and Records, (e) the JMB Inactive Royalty

Agreements and the interest of JMB in the JMB Inactive Royalty Lands granted thereunder, and (f) any Rejected Contract which has not been disclaimed under section 32 of the CCAA.

“**Fiera**” means Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc. (“**Fund VI**”) and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., acting in its capacity as collateral agent for and on behalf of and for the benefit of Fund VI.

“**Fiera Assumed Debt**” means that portion of the Fiera Indebtedness that the Purchaser becomes liable for under and pursuant to the provisions of the Amended Plan and the Fiera Exit Loan Agreement.

“**Fiera Disposed Equipment**” means any personal property in which a Vendor has or had an interest against which the Security Interest in favour of Fiera ranked in priority to any Security Interest in favour of any other Person that was sold, or subject to an agreement to sell, to a Person other than the Purchaser prior to Closing pursuant to the SISP or otherwise, including the equipment listed on **Schedule E** under the heading “Fiera Disposed Equipment”.

“**Fiera Eastside Equipment**” means the equipment in which JMB has an interest which is located on property that Eastside had access to in the State of Washington, including the equipment listed on **Schedule E** under the heading “Fiera Eastside Equipment”.

“**Fiera Equipment**” means the equipment listed on **Schedule D** other than any such equipment that becomes Fiera Disposed Equipment.

“**Fiera Exit Loan Agreement**” means a loan agreement between Fiera and the Purchaser in respect of the Fiera Assumed Debt.

“**Fiera Indebtedness**” means all of the indebtedness, liabilities and obligations of JMB under the Fiera Loan Agreements.

“**Fiera Loan Agreements**” means, collectively, the loan agreement effective October 2019 between JMB as borrower, Eastside and 216 as guarantors, and Fund VI as lender and the amended and restated loan agreement effective December 14, 2018 between JMB as borrower, Eastside as guarantor, and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc. as lender.

“**Fiera Loan and Security Documents**” mean the Fiera Loan Agreements and the other loan and security agreements and documents contemplated by the Fiera Loan Agreements.

“**Filing Date**” is defined in Recital A.

“**Final Adjustment Date**” is defined in Section 3.6(c).

“**Final Order**” means an Order that is issued by the Court in the CCAA Proceedings that is not (a) subject to any appeal process, (b) stayed, or (c) otherwise enjoined.

“**Gagne Real Property**” means the lands and premises legally described as all that portion of the South West Quarter of Section Eleven (11), Township Fifty Seven (57), Range Six (6), West of the Fourth Meridian, lying to the west of the westerly limit of land required for railway purposes, as shown on Plan 7521297 and south of the south limit of Road Plan 3445BM, containing 7.17

hectares (17.72 acres) more or less excepting thereout all mines and minerals and the right to work the same.

“Governmental Authority” means any (a) domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (b) agency, authority, ministry, department, regulatory body, commission, court, central bank, bureau, board or other instrumentality having legislative, judicial (including courts and arbitrators), regulatory, prosecutorial, administrative or taxing authority or powers, or having functions of, or pertaining to, government, (c) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association, in each case, having requisite jurisdiction or authority in the relevant circumstances, and (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“GST” means goods and services tax and/or harmonized sales tax payable pursuant to the ETA.

“Havener Royalty Agreement” means the Royalty Agreement made as of November 8, 2018 between Helen Havener, Gail Havener and JMB in respect of the Aggregate Pit located at NW 16-56-7-W4M, which Aggregate Pit is registered under the EPEA as registration no. 17395-01-00.

“Independent Accountant” means any nationally recognized firm of chartered accountants mutually acceptable to the Vendors and the Purchaser, each acting reasonably.

“Information” means any books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, tax returns and other data and information, including all data and information stored on computer-related or other electronic media.

“Initial Order” is defined in Recital A.

“Interim Financing Agreement” means the interim financing agreement dated April 30, 2020 between CARC as lender and the Vendors as borrower pursuant to which CARC created an interim credit facility to provide working capital to the Vendors during the CCAA Proceedings.

“Interim Period” is defined in Section 4.3(a).

“Interim Project Management Agreement” means the interim project management agreement between JMB and the Purchaser pursuant to which the Purchaser arranges the provision of working capital pursuant to the Interim Financing Agreement for and manages the operations required in order to permit the performance of JMB’s obligations under the Bonnyville Supply Contract, which agreement is substantially in the form attached as **Schedule H**.

“Inventory” means extracted Aggregate owned by JMB or 216 or in which JMB or 216 has an interest.

“JMB” is defined in the introductory paragraph of this Agreement.

“JMB Active Royalty Agreements” means the Royalty Agreements listed on **Schedule B** under the heading 3 which are listed as the “JMB Active Royalty Agreements”.

“JMB Active Royalty Lands” means the lands subject to one or more JMB Active Royalty Agreements.

“JMB Disposition Lands” means the lands subject to one or more JMB Dispositions.

“JMB Dispositions” means the Dispositions listed on **Schedule B** under the heading “JMB Dispositions” together with any security deposited with the AEP in respect thereof to secure Reclamation Obligations.

“JMB Equipment” means (a) the Fiera Equipment, (b) the Enterprise Equipment, and (c) all facilities, machinery, equipment (including motor vehicles and all manufacturing and quality control equipment, cellular phones, and office equipment including computer equipment), boilers, electrical substations, fixtures, furniture, furnishings, vehicles, material handling equipment, implements, inventories of maintenance and spare parts, tools and tooling supplies, accessories and all other tangible or corporeal property of any kind located in or on the Bonnyville Lands, the Aggregate Pits or at the Edmonton Premises.

“JMB Inactive Royalty Agreements” means the Royalty Agreements listed on **Schedule B** under the heading 4 which are listed as the “JMB Inactive Royalty Agreements”.

“JMB Inactive Royalty Lands” means the lands subject to one or more JMB Inactive Royalty Agreements.

“JMB Inventory” means Inventory located on the JMB Disposition Lands, JMB Active Royalty Lands and JMB Inactive Royalty Lands.

“JMB Miscellaneous Operational Contracts” means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to JMB Dispositions, JMB Disposition Lands, JMB Active Royalty Agreements and JMB Active Royalty Lands.

“JMB Permits” means any Permits held by JMB relating to the Aggregate Pits subject to JMB Dispositions or and JMB Active Royalty Agreements or JMB Inactive Royalty Agreements, including the JMB Royalty Registrations.

“JMB Real Property” means (a) the lands and premises owned by JMB containing 64.7 hectares (160 acres) more or less, and legally described as NE ¼ of 35-56-6-W4M with title number 922 302 625, and (b) Gagne Real Property.

“JMB Reserves” means the Aggregate Reserves located in and under the JMB Disposition Lands and the JMB Active Royalty Lands.

“JMB Retained Assets” means (a) the JMB Equipment, (b) the JMB Dispositions and the interest of JMB in the JMB Disposition Lands thereunder, (c) the JMB Real Property, (d) the JMB Royalty Registrations and other JMB Permits, (e) the JMB Inventory, (f) the Contracts consisting of the Bonnyville Supply Contract, the Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and JMB, the Bonnyville Lease, and the JMB Miscellaneous Operational Contracts, (g) the Atlas Shares, and (h) Inventory owned by JMB or in which JMB has an interest not located on JMB Real Property, Bonnyville Lands, JMB Disposition Lands, JMB Active Royalty Lands or JMB Inactive Royalty Lands, but excluding for certainty the Excluded Inventory.

“**JMB Royalty Agreements**” means, collectively, the JMB Active Royalty Agreements and the JMB Inactive Royalty Agreements.

“**JMB Royalty Registrations**” means the registrations held by JMB under the EPEA in respect of the Aggregate Pits located on the JMB Active Royalty Lands and the JMB Inactive Royalty Lands.

“**Kalinko Operating Agreement**” means the sand & gravel operating agreement made as of June 12, 2012 between Tim Kalinski, Jessica Brennan, Matthew Kalinski, Zachariah Kalinski, Alisha Kalinski, Kalinko Enterprises Ltd. and JMB, as amended by agreement revision number 1 dated June 12, 2017, as further amended from time to time.

“**Lafarge**” is defined in **Schedule B**.

“**Lands**” means: (a) the 216 Disposition Lands, the JMB Disposition Lands and the JMB Active Royalty Lands; (b) the JMB Real Property; (c) the Bonnyville Lands, and (d) Gagne Real Property.

“**Letter of Intent**” means the Qualified LOI dated June 19, 2020 provided by CARC to the Monitor and the Sale Advisor in accordance with the SISP.

“**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law and those arising under any Contract or otherwise, and “**Liability**” means any one of the Liabilities.

“**Lien**” means any lien, hypothec (including legal hypothecs), Security Interest, encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, contingent rights (including options and rights of first refusal), adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same.

“**Minority Securities**” means all shares in the capital of JMB other than the Class A JMB Shares and all other securities issued by JMB.

“**Miscellaneous Assets**” means, collectively: (a) all trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, owned by or licensed to a Vendor, including all associated registrations and applications for registration and all associated rights; (b) all rights, claims or causes of action by or in the right of a Vendor against any Person other than Accounts Receivable; and (c) any other property or assets as may be expressly agreed to by the Purchaser and the Vendors in writing prior to the Closing.

“**Miscellaneous Closing Documents**” is defined in Section 6.2(i).

“**Monitor**” is defined in Recital A.

“**Non-Recourse Event**” is defined in the Amended Plan.

“**Notice**” is defined in Section 11.13.

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“**Orders**” means orders of the Court or any appellate or review court therefrom in the CCAA Proceedings, and “**Order**” is any one of the Orders.

“**Original APA**” is defined in Recital B.

“**Original Assignment Order**” is defined in Recital C.

“**Original Plan**” is defined in Recital C.

“**Original RVO**” is defined in Recital C.

“**Original Sanction Order**” is defined in Recital C.

“**Original SAVO**” is defined in Recital C.

“**Parties**” means each of the parties hereto collectively, and “**Party**” means any of them, as the case may be.

“**Permit**” means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued by the AEP under any of the EPEA and/or PLA.

“**Permitted Encumbrances**” means any Liens, Claims or interests identified in **Schedule F** hereto or as otherwise set out and defined as such in the Amended SAVO.

“**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or Governmental Authority.

“**PLA**” means the *Public Lands Act*, RSA 2000, c P-4 and all regulations thereunder.

“**PMSI Holder**” means a holder of a purchase money security interest.

“**PMSI Property**” means personal property listed on **Schedule E** under the heading “PMSI Property”.

“**Post-Closing Adjustments**” is defined in Section 3.6(c).

“**Proceeding**” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or hearing commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel.

“**Purchase Price**” is defined in Section 3.1.

“**Purchase Price and Retained Value Allocation**” is defined in Section 3.2.

“**Purchaser**” is defined in the introductory paragraph of this Agreement.

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“Reclamation Contribution” means the contribution of ATB or Fiera to the Reclamation Obligations relating to the JMB Inactive Royalty Lands provided for in the Cost Allocation Agreement.

“Reclamation Obligations” means the reclamation and remediation obligations in respect of the Aggregate Pits under the EPEA and the PLA.

“Rejected Contract” means any Contract to which a Vendor is party which is not an Assigned Contract, a JMB Retained Asset or a 216 Retained Asset, including the Contracts listed on **Schedule I**.

“Remaining ATB Debt” means the ATB Indebtedness in excess of the ATB Assumed Debt.

“Remaining Fiera Debt” means the Fiera Indebtedness in excess of the Fiera Assumed Debt.

“Representatives” means, with, respect to any Party, its Affiliates, and the respective directors, officers, servants, agents, advisors, employees, consultants, counsel and representatives of that Party and its Affiliates.

“ResidualCo” means 2324159 Alberta Inc.

“Restricted Agreement” means an Assigned Contract pursuant to which the assignment of the rights and benefits of such Vendor thereunder requires the Consent of the Counterparty and such Consent is not obtained.

“Retained Value” is defined in Section 3.1.

“RLF Holding” means RLF Canada Holdings Limited, of which the Purchaser is a wholly owned subsidiary.

“Royalty Agreement” means a Contract consisting of an aggregate royalty agreement between a Third Party and JMB under which, *inter alia*, such Third Party grants to JMB, in exchange for payment of a royalty, the right to explore and prospect for, test, extract, process and dispose of Aggregates contained in and under the lands subject to such agreement, to have access and use of such lands and bring equipment and machinery onto such lands for such purposes, and to place and pile upon such lands excavated or processed Aggregates and other materials.

“Sale Advisor” is defined in the SISP.

“Sale Transaction” means the purchase and sale of the Acquired Assets provided for in this Agreement and the Amended SAVO.

“Security Interest” means any mortgage, charge or security interest in favour of a Person or leasehold interest of a Person that is a capital lessor.

“Service List” means the service list maintained by the Monitor in the CCAA Proceedings pursuant to paragraph 50 of the Initial Order, listing all Persons who have been identified as being entitled, or who have requested, to be served with pleadings, documents and materials filed with the Court from time to time in the CCAA Proceedings.

“Shankowski Royalty Agreement” means the Royalty Agreement made as of October 29, 2018 between JMB and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4, which Aggregate Pit is registered under the EPEA as registration no. 308161-00-00.

“SISP” is defined in Recital A.

“Source Deductions” means any amount referred to in subsections 11.09(1)(a) and (b) of the CCAA.

“Specific Conveyances” means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of a Vendor in and to the Acquired Assets to the Purchaser and to novate the Purchaser in the place and stead of such Vendor with respect to the Acquired Assets.

“Third Party” means any Person other than a Vendor or any Representative thereof.

“Tranche A Inventory” means the Inventory consisting of approximately (a) 5,300 tonnes of Des 6 Class 80 located on the Lands subject to SML110025, (b) 4,000 tonnes of Des 2 Class 25 located on the Lands subject to SML110025, and (c) 4,000 tonnes of Des 2 Class 25 located on the Lands subject to SML110026.

“Tranche B Inventory” means the Inventory listed on **Schedule G** which is located on (a) the Lands subject to the Havener Royalty Agreement, the Shankowski Royalty Agreement, (b) the 216 Dispositions identified as SML 110045, SML 110047 and SML 120005, and (c) the Bonnyville Lands.

“Transaction Assets” means the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets, and **“Transaction Asset”** means any one of the Transaction Assets.

“Transferred Employee” means each Employee who accepts an offer of employment by, and commences employment with, the Purchaser in accordance with the terms of Section 4.2.

“Vendor” and **“Vendors”** is defined in the introductory paragraph of this Agreement.

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) the headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation or construction of this Agreement;
- (b) all documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict;
- (c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force at the date hereof;

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- (d) whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or referring to a body politic or corporate, and *vice versa*, as the context requires;
- (e) the words “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to this Agreement and not to any particular provision of this Agreement;
- (f) reference to any Article, Section, or Schedule means an Article, Section, or Schedule of this Agreement, unless otherwise specified;
- (g) if any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict; and
- (h) “include” and derivatives thereof shall be read as if followed by the phrase “without limitation”.

1.3 Schedules

The following schedules are attached to and form part of this Agreement:

Schedule A	-	Purchase Price and Retained Value Allocation
Schedule B	-	Aggregate Pit Agreements
Schedule C	-	Assigned Contracts
Schedule D	-	Fiera Equipment
Schedule E	-	Excluded Equipment
Schedule F	-	Permitted Encumbrances
Schedule G	-	Tranche B Inventory
Schedule H	-	Interim Project Management Agreement
Schedule I	-	Rejected Contracts
Schedule J	-	Liquidated, Invoiced Excluded Liabilities

ARTICLE 2 ACQUISITION AND REORGANIZATION TRANSACTIONS

2.1 Acquisition and Reorganization Transactions

- (a) Upon the satisfaction or waiver of the conditions in Sections 5.1, 5.2 and 5.3, and in consideration of the payment of the Purchase Price, the Vendors and Purchaser shall carry out the Acquisition and Reorganization Transactions pursuant to this Agreement and the Acquisition and Reorganization Transaction Orders, with the effect, *inter alia*, as follows:
 - (i) all of the right, title benefit, estate and interest of the Vendors in and to the Acquired Assets shall be transferred, conveyed, assigned and delivered to the Purchaser, free and clear of all Claims and Liens other than Permitted Encumbrances, pursuant to the Amended SAVO and Amended Assignment Order;

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- (ii) the JMB Retained Assets shall be retained by JMB but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the JMB Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iii) the 216 Retained Assets shall be retained by 216 but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the 216 Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iv) the Class A JMB Shares shall be transferred from CARC to RLF Holding pursuant to the Amended Sanction Order;
 - (v) the Minority Securities shall be redeemed by JMB for no consideration and cancelled pursuant to the Amended Sanction Order; and
 - (vi) the Excluded ResidualCo Assets shall be transferred, conveyed, assigned and delivered to ResidualCo pursuant to the Amended RVO for no consideration payable by ResidualCo to the Vendors, but the Excluded ResidualCo Assets shall remain subject to all Claims and Liens attaching thereto.
- (b) Following Closing, JMB and 216 shall retain possession of the Excluded Books and Records and grant full access thereto to (i) ResidualCo, (ii) the Monitor, (iii) other Persons party to the Cooperation Agreement, and (iv) any other Person entitled to access to such Excluded Books and Records under, and to the extent permitted by, Applicable Law.
 - (c) The Closing of the Acquisition and Reorganization Transactions shall be on the Closing Date.
 - (d) For greater certainty, the Excluded Disposed Assets and any right, title or interest of JMB or 216 therein are expressly excluded from the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets.

2.2 Title to Transaction Assets

The Purchaser acknowledges and agrees that title to the Transaction Assets will be subject to any Permitted Encumbrances attaching thereto. Any Claim or Lien registered against the right, title and interest of a Vendor in and to a Transaction Asset that is not a Permitted Encumbrance shall be vested from and discharged as against such Transaction Asset pursuant to the Amended SAVO or the Amended RVO, as applicable.

2.3 Amended Plan

Promptly following the execution of this Agreement, JMB and the Purchaser shall file an amended and restated plan of arrangement jointly under the CCAA and the BC BCA (the "**Amended Plan**") which provides, *inter alia*, as follows:

- (a) all issued and outstanding Minority Securities shall be redeemed for no consideration and cancelled;

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- (b) all issued and outstanding Class A JMB Shares shall be transferred from CARC to RLF Holding for no consideration;
- (c) all issued and outstanding shares in the capital of 216, other than the shares held by JMB, shall be redeemed for no consideration and cancelled;
- (d) the ATB Indebtedness shall be arranged such that the Purchaser shall be deemed to have assumed the ATB Assumed Debt and the ATB Loan and Security Documents, and that portion of the ATB Assumed Debt relating to:
 - (i) the Tranche B Inventory shall be governed by, and the ATB Loan and Security Documents shall be subject to, the ATB Agreement, and the Security Interests created by ATB Loan and Security Documents shall, as between the Purchaser and ATB, secure on a several basis such portion of the ATB Assumed Debt and attach to the Tranche B Inventory and proceeds thereof, and the recourse of ATB to recover such portion of the ATB Assumed Debt shall be limited to the Tranche B Inventory and the proceeds thereof; and
 - (ii) the JMB Real Property shall be governed by the ATB Agreement and the ATB Mortgage, and the Security Interests created by the ATB Mortgage shall secure such portion of the ATB Assumed Debt and attach to the JMB Real Property, and the recourse of ATB to recover such portion of the ATB Assumed Debt shall be limited to the JMB Real Property,

provided that, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining ATB Debt as provided for in section 2.1(b) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining ATB Debt in accordance with the Amended RVO; and

- (e) the Fiera Indebtedness shall be arranged such that the Purchaser shall be deemed to have assumed the Fiera Assumed Debt on the terms and subject to the provisions the Fiera Exit Loan Agreement, the Security Interests created by the Fiera Loan and Security Documents shall secure the Fiera Assumed Debt and attach to all of the Transaction Assets and other property and assets of the Purchaser, JMB and 216, on the terms set out in the Fiera Exit Loan Agreement, provided that, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining Fiera Debt in accordance with section 2.1(c) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining Fiera Debt in accordance with the Amended RVO.

2.4 **Court Orders to Implement the Acquisition and Reorganization Transactions**

Promptly following the execution of this Agreement, the Vendors and the Purchaser shall apply to the Court, on notice to any Persons on the Service List in accordance with the Caselines Order, to any Person that holds or claims a Lien in or attaching to any of the Transaction Assets or Excluded ResidualCo Assets, or any other Person identified by the Purchaser, including uploading the relevant materials to the CaseLines Filesite, to obtain the following Orders, which Orders shall be in form and substance acceptable to the Purchaser, the Vendors and the Monitor, acting reasonably, or as ultimately approved by the Court:

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- (a) an Order (the “**Amended SAVO**”) amending and restating the Original SAVO, authorizing and approving this Agreement and the Acquisition and Reorganization Transactions, and vesting all of the right, title and interest of JMB and 216 in the Acquired Assets in and to the Purchaser, free and clear of all and Liens and Liabilities other than Permitted Encumbrances and Assumed Liabilities;
- (b) an Order (the “**Amended RVO**”) amending and restating the Original RVO to:
 - (i) vest in ResidualCo all of the right, title and interest of JMB and 216 in the Excluded ResidualCo Assets, but subject to any Excluded Liabilities or Encumbrances securing or assuring the payment and performance of any Excluded Liabilities, such that (A) neither JMB nor 216 shall have any further obligation or liability under or in respect of any Excluded Liabilities other than the Remaining ATB Debt and Remaining Fiera Debt, which Remaining ATB Debt and Remaining Fiera Debt shall remain in full force and effect in accordance with and subject to the terms and provisions of the Amended Plan, and (B) ResidualCo shall be liable to all Persons to whom any Excluded Liabilities are owed;
 - (ii) require that ResidualCo permit JMB with access to the JMB Inactive Royalty Lands in order to permit JMB to perform reclamation work thereon and sell any JMB Inventory located thereon;
 - (iii) confirm, pursuant to the Original RVO, the vesting in Eastside of all the right, title and interest of JMB in the Fiera Eastside Equipment, and the direction that all PMSI Holders take possession of and realize upon the PMSI Property against which they have prior ranking Security Interests and requiring them to account to the Monitor and JMB in respect thereof; and
 - (iv) pursuant to section 11.1 of the CCAA, (A) declare certain rents, royalties and interest payable to the AEP under certain 216 Dispositions which accrued prior to the Filing Date are unsecured claims under section 19 of the CCAA, (B) stay the exercise by the AEP of powers or remedies against 216 or JMB in respect of such payments or as result of the CCAA Proceedings or insolvency of the Vendors, or against the current directors of the Vendors, and (C) reserve the right of the Vendors and Purchaser to apply to the Court for relief under section 11.1(3) of the CCAA in the event of a dispute between them and the AEP with respect to the terms of any reclamation plans or updated activity reports or the quantum of any reclamation security where such dispute, if unresolved, could render the Acquisition and Reorganization Transactions unviable and such relief is not contrary to the public interest;
- (c) an Order (the “**Amended Sanction Order**”) amending and restating the Original Sanction Order, sanctioning the Amended Plan;
- (d) an Order (the “**Amended Assignment Order**”) amending and restating the Original Assignment Order to delete (i) paragraph 14 of the Original Assignment Order, (ii) the bonds issued by Northbridge General Insurance Corporation, the Bonnyville Supply Contract and the Enterprise Contract from Schedule “A” to the

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Original Assignment Order, and (iii) Schedule "B" to the Original Assignment Order; and

- (e) such other Orders as reasonably required by the Purchaser in support of the foregoing.

2.5 **Assumed Liabilities**

Upon the satisfaction or waiver of the conditions in Sections 5.1, 5.2 and 5.3, effective on the Closing, the following Liabilities shall be assumed by the Purchaser or retained by JMB and 216, as applicable (collectively, the "**Assumed Liabilities**"):

- (a) the Purchaser shall be deemed to have assumed in payment of the Purchase Price the liabilities described below and in Schedule A"
 - (i) any Cure Costs owing in respect of Assigned Contracts;
 - (ii) pursuant to the terms of the Amended Plan, that portion of the Fiera Assumed Debt referred to in Part 3 of Schedule A under the heading "Payment of Purchase Price for Acquired Assets";
 - (iii) the amounts listed in Part 3 of Schedule A under the heading "Payment of Purchase Price for Acquired Assets" on account of Cure Costs, Reclamation Obligations, vacation pay, Source Deductions and the Enterprise Contract;
- (b) JMB and 216 shall:
 - (i) pursuant to the Amended RVO, continue to be indebted and liable for that portion of the Fiera Assumed Debt referred to in clause 4 on Schedule A;
 - (ii) pursuant to the Amended RVO, continue to be indebted and liable for the ATB Assumed ATB Debt; and
 - (iii) continue to be responsible for the Reclamation Obligations relating to the Aggregate Pits located on the 216 Disposition Lands, the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands.
- (c) The Purchaser shall assume any Liabilities with respect to Transferred Employees accruing or arising subsequent to the Adjustment Time; and
- (d) The Purchaser, JMB and 216 shall each be responsible for Liabilities arising or accruing subsequent to the Adjustment Time from or with respect to the Transaction Assets in which they have an interest.

2.6 **Excluded Liabilities**

Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not assume or be deemed to have assumed, be obligated to assume or be obligated to pay, perform or otherwise discharge, and the Vendors shall not remain indebted or liable for or obligated to pay, perform or otherwise discharge, any Liabilities other than the Assumed Liabilities (all such

Liabilities other than the Assumed Liabilities being the “**Excluded Liabilities**”). For greater certainty, the Excluded Liabilities include the liquidated, invoiced Excluded Liabilities listed on **Schedule J**.

2.7 **Binding Agreement**

Upon the satisfaction of the condition set out in Section 5.1(a), this Agreement shall be and constitute a binding agreement upon and subject to the terms and conditions set forth in this Agreement notwithstanding the inclusion herein of (but subject to) any condition or conditions the satisfaction of which is to be determined in the sole and absolute discretion of either Party or otherwise on a subjective basis.

2.8 **Acknowledgement of the Purchaser as Condition of Transaction Assets**

Notwithstanding the foregoing or anything contained herein or elsewhere, the Purchaser acknowledges and agrees that:

- (a) in entering into this Agreement, the Purchaser has had an opportunity to conduct any and all due diligence regarding the Transaction Assets, the Assumed Liabilities Business and the Vendors, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of the Transaction Assets, any Contracts included therein and any Assumed Liabilities and the Transaction Assets, including, without limitation, the physical and environmental condition of the Transaction Assets, and upon its review of the Data Room Information;
- (b) the Transaction Assets are being acquired and retained on an “as is, where is” basis as of the Closing Date;
- (c) in entering into this Agreement, the Purchaser has not relied upon any written or oral statements, representations, warranties or guarantees whatsoever made by the Sale Advisor, the Vendors, or the Monitor, whether express, implied, statutory, or otherwise, regarding the Transaction Assets, the Assumed Liabilities or the Vendors, or the accuracy or completeness of any information provided in connection therewith;
- (d) except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual, and statutory rights and remedies) against the Vendors, the Monitor, the Sale Advisor and their Representatives or in respect of the Transaction Assets, the Assumed Liabilities, the Acquisition and Reorganization Transactions or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchaser or its Representatives, in connection therewith (whether made or furnished orally or by electronic, faxed, written, or any other means);
- (e) the Sale Advisor and the Monitor (and their respective Representatives) shall have no obligations or responsibility to the Purchaser with respect to any matter relating to the SISF, this Agreement, the Transaction Assets or the condition thereof, the Assumed Liabilities, the Acquisition and Reorganization Transactions, the Acquisition and Reorganization Transaction Orders, or any other matter in

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connection with or pursuant to any of the foregoing or in any manner, whatsoever, related thereto; and

- (f) this Section 2.8 shall survive and not merge on Closing.

ARTICLE 3 PURCHASE PRICE, PAYMENT AND RETAINED VALUE

3.1 Purchase Price and Retained Value

The purchase price to be paid by the Purchaser to the Vendors for the Acquired Assets, subject to Section 3.2 and adjustments pursuant to Section 3.6, shall be the sum of [REDACTED] (the "**Purchase Price**"), together with any taxes payable under Section 3.5. The retained value of the 216 Retained Assets and JMB Retained Assets shall be [REDACTED] (the "**Retained Value**").

3.2 Allocation of Purchase Price and Retained Value

The Parties agree the Purchase Price shall be allocated amongst the Acquired Assets and between the Vendors, and the Retained Value of the 216 Retained Assets and JMB Retained Assets shall be allocated amongst the 216 Retained Assets and JMB Retained Assets, in the manner set forth in **Schedule A**, subject in the case of the Purchase Price to adjustments pursuant to Section 3.6 and, on or before Closing, any sales or agreements to sell any Fiera Equipment and any adjustments to the estimated tonnes of Tranche B Inventory (the "**Purchase Price and Retained Value Allocation**"), which shall not affect the Purchase Price, only the allocation thereof. Where the Purchase Price and Retained Value Allocation set out in **Schedule A** changes as of Closing, or as a result of adjustments pursuant to Section 3.6, the Purchaser and the Vendors (the Vendors with the Monitor's consent), acting reasonably, shall sign a revised **Schedule A** setting out the changed Purchase Price and Retained Value Allocation, which revised **Schedule A** shall supersede the earlier version of **Schedule A** and be incorporated in and form part of this Agreement.

3.3 Deposit

The Vendors acknowledge that CARC advanced to JMB as a protective disbursement immediately prior to the commencement of the CCAA Proceedings the sum of [REDACTED] (the "**CARC Advance**") and that pursuant to the Initial Order, JMB is authorized to repay that sum to CARC. The CARC Advance shall be treated as a deposit under this Agreement (the "**Deposit**"). The Deposit shall be subject to the following terms:

- (a) if Closing occurs, the Deposit paid shall be applied to payment of the Purchase Price;
- (b) if Closing does not occur due to a breach of this Agreement by the Purchaser, the Deposit shall be forfeited to the Vendors in full satisfaction of any damages suffered by the Vendors as a consequence of the Purchaser's breach; and

- (c) if Closing does not occur for any reason or circumstance other than that described in Subsection 3.3(b), the Vendors shall pay the amount of the Deposit to the Purchaser within ten (10) Business Days.

3.4 **Payment of Purchase Price**

The Purchase Price shall be satisfied on Closing by the Purchaser as follows:

- (a) by the crediting of the Deposit to the Purchase Price;
- (b) by the payment of any Cure Costs under Assigned Contracts;
- (c) by the assumption of the ATB Assumed Debt and the Fiera Assumed Debt pursuant to the Amended Plan, which as of the date of this Agreement is estimated to be in the amounts set out on **Schedule A**;
- (d) by the payment of cash in the amount of [REDACTED] on account of Tranche A Inventory;
- (e) by 216 remaining liable for the Reclamation Obligations in respect of the 216 Disposition Lands;
- (f) by JMB remaining liable for the Reclamation Obligations relating to the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands;
- (g) subject to any adjustments under Section 3.6, by the payment of cash in the amount of [REDACTED], plus any applicable taxes or other amounts payable by the Purchaser under Section 3.5; and
- (h) by JMB remaining liable under a promissory note issued by it to CARC in the principal amount of [REDACTED]

The cash amounts payable by the Purchaser to the Vendors shall be paid to the Monitor by wire transfer in accordance with wire transfer instructions provided by the Monitor to the Purchaser one (1) Business Day prior to Closing.

3.5 **Taxes and Fees**

- (a) The Purchase Price does not include GST. The Vendors shall be liable for the payment and remittance of any GST payable in respect of the purchase of the Acquired Assets pursuant hereto, including any interest, penalties, or any other costs payable in respect of such additional GST, and shall indemnify and save harmless the Vendors in respect thereof.
- (b) To the extent applicable, at the request of the Purchaser, JMB and the Purchaser will complete and sign on or before the Closing, a joint election under section 167(1) of the ETA to permit the purchase and sale of the Acquired Assets by the Purchaser from JMB without incurring GST, and if applicable, the Purchaser will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.

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- (c) To the extent applicable, notwithstanding Section 3.5(a), and in accordance with subsections 221(2) and 228(4) of the ETA, JMB and 216 shall not collect GST from the Purchaser with respect to the sale of real property as defined in the ETA and the Purchaser shall self-assess, file GST returns and remit such GST to the appropriate taxing authority when and to the extent required under the ETA.
- (d) JMB, 216 and Purchaser acknowledge and agree that the transfer of any rights forming part of the Acquired Assets to be purchased by the Purchaser and which are described in section 162(2) of the ETA is deemed not to be a supply under section 162 of the ETA, and therefore not subject to GST at Closing.
- (e) JMB, 216 and ResidualCo will complete and sign, on or before the Closing, a joint election under section 156(4) of the ETA to permit the transfer, conveyance, assignment and delivery of the Excluded Assets to ResidualCo pursuant to the Amended RVO without incurring GST. JMB will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.
- (f) The Purchaser shall also be liable for and shall pay any and all, federal or provincial sales taxes and all other taxes, duties, or other similar charges properly payable upon and in connection with the conveyance and transfer of the Acquired Assets by the Vendors to the Purchaser and the Purchaser shall be responsible for all recording charges and registration fees payable in connection therewith, this Agreement, the Acquired Assets and the Sale Transaction.
- (g) The Parties shall work together and cooperate reasonably to minimize any taxes that may be imposed on a Vendor and the Purchaser as a result of the Sale Transaction, including by cooperating and filing any other elections, documents and other records in accordance with Applicable Law to minimize taxes imposed.

3.6 Adjustments

- (a) Adjustments (herein referred to as the “**Adjustments**”) shall include all revenues, costs and expenses relating to the Transaction Assets and shall be apportioned as of the Adjustment Time on an accrual basis, which Adjustments shall include all compensation accruing to and in favour of Transferred Employees, all amounts accruing under Aggregate Pit Agreements or on account of GST, workers’ compensation or Source Deductions between the Filing Date and the Adjustment Time, Source Deductions referred to on **Schedule A**, and all other matters explicitly referred to in this Agreement which are stated to be subject to adjustment but exclude other matters in this Agreement which are stated to be not subject to adjustment (each matter subject to adjustment being an “**Adjustment Item**”).
- (b) Adjustments shall be made as of the Adjustment Time on an accrual basis. The Purchaser shall be responsible for all Adjustment Items accruing after the Adjustment Time and the Vendors shall be responsible for all Adjustment Items accruing prior to the Adjustment Time. ResidualCo shall execute an undertaking agreeing to pay all Adjustment Items on a timely basis and comply with this Section 3.6 subsequent to Closing and provide evidence thereof to the Purchaser.
- (c) Adjustments shall be made pursuant to a statement of adjustments to be prepared by the Vendors and approved by the Purchaser, each acting reasonably. The

Vendors shall deliver to the Purchaser a draft statement of adjustments not less than two (2) Business Days prior to Closing which shall include details of the calculations contained therein. A final statement of adjustments shall be delivered to the Purchaser on Closing. If the final cost or amount of any item which is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by ResidualCo, acting reasonably, as of the Adjustment Time on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. All amounts which have been estimated as at the Adjustment Time because they have not been finally determined (the “**Post-Closing Adjustments**”) shall be finally adjusted on a post-closing basis once the Post-Closing Adjustments have been determined and finalized. In each case when a Post-Closing Adjustment is determined, ResidualCo (after consulting with the Purchaser) shall within thirty (30) days of determination, provide a complete statement thereof, together with particulars relating thereto in reasonable detail, to the other and within thirty days thereafter the Parties hereto shall make a final adjustment as of the Adjustment Time for the Post-Closing Adjustment in question. In the absence of agreement by the Parties hereto, the final amount of any Post-Closing Adjustment shall be determined by the Independent Accountant with the Independent Accountant’s costs being paid by the Party whose position differs the most from the Independent Accountant’s determination. The Vendors and the Purchaser agree to execute and deliver on the Closing Date an acknowledgement to readjust and pay the amount of any Post-Closing Adjustments as may be owing pursuant to this Agreement, which acknowledgement, which obligations of the Vendors shall be assumed by ResidualCo pursuant to the undertaking described in Section 3.6(b). All adjustments and Post-Closing Adjustments shall, in any event, be completed on or before the date which is three (3) months from the Closing Date (the “**Final Adjustment Date**”) and no claim for any readjustment may be made by either Party after the Final Adjustment Date.

- (d) This Section 3.6 shall survive and not merge on Closing.

ARTICLE 4 PRE-CLOSING MATTERS

4.1 Operations Before Closing

- (a) Subject to any terms imposed by the Court in the CCAA Proceedings and Section 4.4, from the date hereof until Closing the Vendors shall operate and maintain the Transaction Assets in accordance with their business and management practices as at the date hereof.
- (b) The Vendors shall not sell, transfer, assign, convey, disclaim, renounce or otherwise dispose of any of the Transaction Assets other than pursuant to the Sale Transaction, provided that until Closing the Vendors shall be permitted to Aggregate in the ordinary course of business or sell, or enter into agreements to sell, the Fiera Equipment in a manner consented to by Fiera.

4.2 **Employment Matters**

- (a) Prior to, but contingent on the occurrence of Closing, the Purchaser shall extend an offer of employment to those Employees of JMB to whom the Purchaser has determined to offer employment, with such employment to take effect under the terms stated herein as of the Closing Date. Such offers shall be for employment initially on terms and conditions substantially similar in the aggregate with respect to their annual compensation and benefits as was in effect immediately prior to the Closing.
- (b) Nothing herein shall restrict the right of the Purchaser to terminate the employment of any Transferred Employee after the Closing at any time for any or for no reason, in accordance with Applicable Law.
- (c) The Purchaser and the Vendors hereby agree to follow the standard procedure for employment tax and other withholding Liabilities as provided under Applicable Law.

4.3 **Assigned Contracts**

- (a) In the period between the execution of this Agreement and Closing (the “**Interim Period**”), the Purchaser shall use reasonable commercial efforts to obtain any and all consents and approvals required in respect of the Acquisition and Reorganization Transactions including any Consents required of applicable Counterparties for the transfer or assignment of Assigned Contracts, and the Vendors shall provide such assistance to the Purchaser as is reasonably required by the Purchaser in respect thereof.
- (b) If a Counterparty is unwilling to provide a Consent to the assignment of a Restricted Agreement or is unwilling to provide such Consent on terms acceptable to the Purchaser, acting reasonably, and such Consent is required in order to assign such Restricted Agreement, at the request of the Purchaser the Vendors shall in the application to the Court for the Amended SAVO request that the Court order the assignment of the rights and benefits of the applicable Vendor under such Restricted Agreement under and in accordance with section 11.3 of the CCAA, which assignment shall be conditional on the Purchaser paying the Cure Costs associated with such Restricted Agreement.
- (c) Notwithstanding anything contained in this Agreement, other than the obligation of the Purchaser to pay Cure Costs, the Purchaser will not assume and will have no obligation to discharge any liability or obligation under any Restricted Agreement unless a Counterparty Consent has been obtained or the Amended SAVO has assigned such Restricted Agreement to the Purchaser pursuant to section 11.3 of the CCAA.

4.4 **Interim Project Management Agreement**

Promptly upon the execution of this Agreement, at the election of the Purchaser, JMB and the Purchaser shall execute and deliver the Interim Project Management Agreement.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions for the Mutual Benefit of the Parties

The obligation of the Parties to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Vendors and the Purchaser shall have duly executed and delivered this Agreement;
- (b) the Court shall have issued the Acquisition and Reorganization Transaction Orders and there shall not have been any appeal of, or application to set aside, vary or amend the Acquisition and Reorganization Transaction Orders which has not been abandoned or dismissed;
- (c) there shall not be in effect any preliminary or final order, decision or decree by a Governmental Authority, no application, action or proceeding shall have been commenced with any Governmental Authority, and no action or investigation shall have been announced, threatened or commenced by any Governmental Authority in connection with the Acquisition and Reorganization Transactions, which restrains, impedes or prohibits the Acquisition and Reorganization Transactions or any material part thereof or requires or purports to require a material variation thereof; and
- (d) ATB, Fiera, the Vendors and the Purchaser shall have executed and delivered an agreement (the “**Cost Allocation Agreement**”) setting out the allocation of costs in the CCAA Proceedings, which agreement shall be in form and substance satisfactory to them.

Each of the foregoing conditions has been inserted for the benefit of the Vendors and Purchaser and may only be waived with the written agreement of the Vendors and the Purchaser, consented to by the Monitor. The Parties shall proceed diligently and in good faith and use all reasonable efforts to fulfill and assist in the fulfillment of the foregoing conditions in case any of the said conditions shall not be complied with, or are not waived by the Parties, at or before the Closing Date, any Party may terminate this Agreement by written notice to the other Parties.

5.2 Conditions for the Benefit of the Vendors

The obligation of the Vendors to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) payment by the Purchaser to the Vendors of that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) in its entirety along with the unconditional release of the Deposit to the Vendors;
- (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects;

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- (c) the representations and warranties of the Purchaser set out in Section 7.3 shall be true and accurate in all material respects; and
- (d) there will have been obtained from all appropriate Governmental Authorities and Counterparties such material approvals or consents and such Permits as are required to permit the completion of the Acquisition and Reorganization Transactions.

Each of the foregoing conditions has been inserted for the benefit of the Vendors and may, without prejudice to any of the rights of the Vendors hereunder excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived, be waived by it in writing, in whole or in part, at any time. The Vendors shall proceed diligently and in good faith and use all reasonable efforts to fulfill and assist in the fulfillment of the foregoing conditions in case any of the said conditions shall not be complied with, or waived by the Vendors, at or before the Closing Date, the Vendors may terminate this Agreement by written notice to the Purchaser.

5.3 **Conditions for the Benefit of the Purchaser**

The obligation of the Purchaser to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendors shall have been complied with or performed in all material respects;
- (b) the representations and warranties of the Vendors set out in Section 7.1 shall be true and accurate in all material respects;
- (c) by no later than one (1) Business Day prior to Closing, JMB shall have terminated all Employees other than the Transferred Employees;
- (d) the Rejected Contracts shall have been disclaimed pursuant to section 32 of the CCAA prior to the Closing Date, or upon Closing shall have vested in ResidualCo;
- (e) the Purchaser and Fiera shall have entered into the Fiera Exit Loan Agreement on terms satisfactory to the Purchaser and Fiera;
- (f) the Purchaser and ATB shall have entered into the ATB Agreement on terms satisfactory to the Purchaser and ATB;
- (g) the Purchaser, ATB, Fiera and certain other Persons shall have entered into the Cooperation Agreement on terms satisfactory to such Persons;
- (h) each of ATB and Fiera shall have made or provided for, in a form that is satisfactory to the Purchaser, their respective Reclamation Contributions in accordance with the Cost Allocation Agreement; and
- (i) there will have been obtained from all appropriate Governmental Authorities and Counterparties such material approvals or consents and such Permits as are required to complete the Acquisition and Reorganization Transactions.

Each of the foregoing conditions has been inserted for the benefit of the Purchaser and may, without prejudice to any of the rights of the Purchaser hereunder (excluding reliance on or enforcement of any representations, warranties, or covenants dealing with the subject of or similar to the condition waived), be waived by it by notice to the Vendors in writing, in whole or in part, at any time. The Purchaser shall proceed diligently and in good faith and use all reasonable efforts to fulfill and assist in the fulfillment of the foregoing conditions. In case any of the said conditions shall not be complied with, or waived by the Purchaser at or before the Closing Date, the Purchaser may terminate this Agreement by written notice to the Vendors.

ARTICLE 6 CLOSING AND POST CLOSING

6.1 Closing

Closing shall take place at the offices of McCarthy Tétrault LLP, Suite 4000, 421 7th Avenue SW, Calgary, Alberta, on the Closing Date.

6.2 Vendors' Closing Deliveries

On or before Closing, but subject to the provisions of this Agreement, the Vendors shall prepare, execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:

- (a) copies of the Acquisition and Reorganization Transaction Orders;
- (b) a copy of the Amended Plan as filed with the applicable Governmental Authority;
- (c) the GST election forms prescribed under subsection 167(1) of the ETA, if applicable;
- (d) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;
- (e) the ATB Agreement;
- (f) the Fiera Exit Loan Agreement;
- (g) the Specific Conveyances;
- (h) the Cost Allocation Agreement; and
- (i) any and all such other documentation, execution pages, instruments, records, applications and filings required pursuant to this Agreement, the Acquisition and Reorganization Transaction Orders or the ATB Agreement or that the Vendors and Purchaser determine, acting reasonably, are necessary or desirable in order to complete the Acquisition and Reorganization Transactions (the "**Miscellaneous Closing Documents**").

6.3 Purchaser's Closing Deliveries

On or before Closing, subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendors the following:

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- (a) the balance of the Purchase Price, as set forth in the final statement of Adjustments, as contemplated under Section 3.6(b) herein, plus all taxes and fees;
- (b) the GST election form prescribed under subsection 167(1) of the ETA, if applicable;
- (c) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;
- (d) the ATB Agreement;
- (e) the Fiera Exit Loan Agreement;
- (f) the Cost Allocation Agreement;
- (g) the Specific Conveyances; and
- (h) the Miscellaneous Closing Documents.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Vendors' Representations and Warranties

Each Vendor jointly and severally hereby represents and warrants to and in favour of the Purchaser that:

- (a) such Vendor is a corporation duly organized, validly subsisting and in good standing under the laws of the jurisdiction of its incorporation, continuance or amalgamation (as the case may be) and is duly registered and authorized to carry on business in Alberta;
- (b) provided the Acquisition and Reorganization Transaction Orders are obtained, it has taken all action and has full power and authority to enter into this Agreement and the other documents and agreements executed and delivered hereunder and it has taken all necessary action to consummate the Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the Acquisition and Reorganization Transaction Orders are obtained and constitute Final Orders, this Agreement has been, and all documents and agreements to be executed and delivered by it at Closing pursuant to this Agreement shall be, duly executed and delivered by it, and upon execution by the Vendors, this Agreement constitutes, and all documents and agreements required to be executed and delivered by it at Closing will constitute legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences; and

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- (d) such Vendor is not a “non-resident” for the purposes of Section 116 of the *Income Tax Act*, RSC 1985, c 1 (5th Supp) and such Vendor shall receive its share of the Purchase Price on its own account and not as agent, trustee or nominee for any other person who is a non-resident of Canada.

7.2 **No Additional Representations and Warranties**

Notwithstanding anything to the contrary in this Agreement, the Vendors make no representations or warranties except as expressly set forth in Section 7.1 and, in particular, and without limiting the generality of the foregoing, the Vendors disclaim and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, which may have been made or alleged to be made in any instrument or document relative hereto, or in any statement or information made or communicated to the Purchaser in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Vendors in connection with the Transaction Assets, the Assumed Liabilities or in relation to the Acquisition and Reorganization Transactions. For greater certainty, the Vendors do not make any representation or warranty, express or implied, of any kind, at law or in equity, with respect to:

- (a) the accuracy or completeness of the Data Room Information or any other data or information supplied by the Vendors or any of their Representatives in connection with the Transaction Assets, the Assumed Liabilities or the Acquisition and Reorganization Transactions;
- (b) the quality, condition, fitness, suitability, serviceability, or merchantability of any of the Transaction Assets; or,
- (b) the right, title, estate or interest of a Vendor in and to the Transaction Assets.

7.3 **Purchaser’s Representations and Warranties**

The Purchaser hereby represents and warrants to and in favour of the Vendors that, as of the date of this Agreement and as of the Closing Date:

- (a) it is a valid and subsisting corporation under the laws of its jurisdiction of registration and is authorized to carry out business in the jurisdiction where the Transaction Assets are located or as otherwise required in connection with the Acquisition and Reorganization Transactions;
- (b) it has taken all action and has full power and authority to enter into this Agreement and the other documents and agreements executed and delivered hereunder and it has taken all necessary action to consummate the Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the Acquisition and Reorganization Transaction Orders are obtained and constitute Final Orders, this Agreement has been, and all documents and agreements to be executed and delivered by it at Closing pursuant to this Agreement shall be, duly executed and delivered by it, and upon execution by the Vendors and it, this Agreement constitutes, and all documents and agreements required to be executed and delivered by it at Closing will constitute legal, valid, and binding obligations of it enforceable against it in accordance with their

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respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences;

- (d) to its knowledge after due inquiry, and provided the Acquisition and Reorganization Transaction Orders are obtained, no authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Acquisition and Reorganization Transaction Assets is required by it or on its behalf for the due execution and delivery of this Agreement;
- (e) provided the Acquisition and Reorganization Transaction Orders are obtained, the consummation of the Acquisition and Reorganization Transactions will not constitute or result in a material violation, breach, or default by it under any provision of any agreement or instrument to which it is a party or by which it is bound or any judgment, law, decree, order, or ruling applicable to it;
- (f) it has not received notice of any Claims in existence, contemplated, pending or threatened against it seeking to prevent the consummation of the Acquisition and Reorganization Transactions;
- (g) it has sufficient funds available to it to enable it to pay to the Vendors in full that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) the Purchaser is purchasing the legal and beneficial interest in the Acquired Assets and is a registrant for the purposes of Part IX of the ETA and its registration number is 723397733 RT0001; and
- (i) the Purchaser is and will be on Closing a "Canadian" within the meaning of the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated at any time prior to Closing;

- (a) by mutual written agreement of the Vendors and the Purchaser;
- (b) by either the Vendors or the Purchaser pursuant to Sections 5.1, 5.2 or 5.3, as applicable; or
- (c) by the Vendors or the Purchaser if Closing has not occurred on or before April 16, 2021, unless such date is extended by the Parties in writing.

8.2 Effect of Termination

If this Agreement is terminated by the Vendors or the Purchaser as permitted under Section 8.1, Articles 9 and 10 and Section 11.10 shall remain in full force and effect following any such permitted termination.

ARTICLE 9
CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS AND SIGNS

9.1 Confidentiality

Each Party agrees to keep in strict confidence subject to Section 9.2, all information regarding the terms of this Agreement and the Purchase Price and any information exchanged or received in connection with the performance of due diligence by the Purchaser prior to or after the date hereof (including due diligence conducted under or in connection with the Letter of Intent) or negotiation or drafting of this Agreement, provided that the Vendors and the Purchaser shall be entitled to disclose all information as may be required or desirable in connection with obtaining the Acquisition and Reorganization Transaction Orders, and the Purchaser shall be entitled to disclose all information to any Affiliate or that is required by its lenders or capital providers and to the extent permitted by the Confidentiality Agreement. If this Agreement is terminated, each Party upon request will promptly return to the other Party all documents, contracts, records or other information received by it that disclose or embody confidential information of the other Party.

In addition to the foregoing, the Purchaser and Vendors shall continue to be bound by the Confidentiality Agreement in accordance with the terms thereof.

9.2 Public Announcements

- (a) If a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the transactions contemplated herein, the disclosing Party shall provide the other Party with an advance copy of any such press release or other public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and advise of any comments they may have with respect thereto.
- (b) Notwithstanding Section 9.1 or 9.2(a), a Party may release or provide information about the Acquisition and Reorganization Transactions insofar as is required by Applicable Law (including as may be required to obtain the Acquisition and Reorganization Transaction Orders) or stock exchange requirements applicable to the disclosing Party or its Affiliates; provided that such disclosing Party shall make reasonable commercial efforts to provide the other Party with the details of the nature and substance of such required disclosure as soon as practicable and in any event prior to such disclosure. A Party may provide information about the Acquisition and Reorganization Transactions to a bank or other financial institution to obtain financing on any required consent of the bank or other financial lender of such Party or any of its Affiliates. A Party may also disclose such information pertaining to this Agreement, including the identity of the Parties, insofar as is required to enable such Party to fulfil its obligations under this Agreement, including obtaining any approvals or consents to the Acquisition and Reorganization Transactions required from Governmental Authorities (including the Acquisition and Reorganization Transaction Orders) or Third Parties.

**ARTICLE 10
GOVERNING LAW AND DISPUTE RESOLUTION**

10.1 Governing Law

This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and to the laws of Canada applicable therein.

10.2 Resolution of Disputes

- (a) Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court, and waives any defences it might have regarding jurisdiction in any action or proceeding arising out of or relating to this Agreement or any ancillary agreement to which it is a Party, or for recognition or enforcement of any judgment in respect thereof, and each Party hereto hereby irrevocably and unconditionally agrees that all Claims in respect of any such action or proceeding may be heard and determined by the Court.
- (b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any ancillary agreement to which it is a Party in any court of competent jurisdiction in the Province of Alberta. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

**ARTICLE 11
GENERAL**

11.1 Obligations as Covenants

Each agreement and obligation of any of the Parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

11.2 Currency

All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

11.3 Invalidity

If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any person, Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

11.4 **Amendment of Agreement**

No supplement, modification, waiver or termination of this Agreement (other than a termination permitted to be unilaterally made by the Vendors or Purchaser pursuant to the terms of this Agreement) shall be binding unless executed in writing by the Parties hereto in the same manner as the execution of this Agreement.

11.5 **Time of the Essence**

Time shall be of the essence of this Agreement.

11.6 **Personal Information**

The Purchaser covenants and agrees to use and disclose any personal information contained in any of the books, records, or files transferred to the Purchaser or otherwise obtained by the Purchaser in connection with the Acquisition and Reorganization Transactions only for those purposes for which it was initially collected from or in respect of the individual to which such information relates or as otherwise permitted or authorized by Applicable Law. The Purchaser's obligations set forth in this Section 11.6 shall survive the Closing Date indefinitely.

11.7 **Assignment**

- (a) Neither Party may assign their interest in or under this Agreement or to the Transaction Assets without the prior written consent of the other Party, which consent may be withheld in such other Party's sole and unfettered discretion.
- (b) No assignment, transfer, or other disposition of this Agreement or the Acquisition and Reorganization Transaction Assets or any portion of the Transaction Assets shall relieve the Purchaser from its obligations to the Vendors herein. The Vendors shall have the option to claim performance or payment of the obligations from the Purchaser or the assignee or transferee, and to bring proceedings in the event of default against either or all of them, provided that nothing herein shall entitle the Vendors to receive duplicate performance or payment of the same obligation.

11.8 **Further Assurances**

From time to time up to and until the Final Adjustment Date, as and when reasonably requested by a Party, each Party shall execute and deliver or cause to be executed and delivered all such documents and instruments and shall take or cause to be taken all such further or other actions to implement or give effect to the Acquisition and Reorganization Transactions, provided such documents, instruments, or actions are consistent with the provisions of this Agreement. All such further documents, instruments, or actions shall be delivered or taken at no additional consideration other than reimbursement of any expenses reasonably incurred by the Party providing such further documents or instruments or performing such further acts, by the Party at whose request such documents or instruments were delivered or acts performed.

11.9 **Entire Agreement**

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the Parties hereto constitute the entire agreement between the Parties hereto pertaining to the agreement of purchase and sale provided for herein

and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, including the Letter of Intent, and there are no other warranties or representations and no other agreements between the Parties hereto in connection with the agreement of purchase and sale provided for herein except as specifically set forth in this Agreement or the schedules attached hereto.

11.10 **Costs**

Except as otherwise specified in this Agreement, each Party shall pay its respective costs incurred in connection with the preparation, negotiation, and execution of this Agreement and the consummation of the Acquisition and Reorganization Transactions, subject to Section 11.8 of this Agreement.

11.11 **Waiver**

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

11.12 **Merger**

Except as otherwise provided in this Agreement: (a) this Agreement shall merge with the closing of the Acquisition and Reorganization Transactions contemplated herein; and (b) no representations, warranties, covenants or agreements of either the Vendors or the Purchaser shall survive and all such representations, warranties, covenants, or agreements shall merge on Closing, unless otherwise indicated herein. This provision of this Section 11.12 shall survive and not merge on Closing.

11.13 **Notice**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed:

- (a) to the Vendors at:

JMB Crushing Systems Inc. and 2161889 Alberta Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Email: blakeelyea@jmbcrush.com
Attention: Blake M. Elyea, CPA, CGA, CIRP, LIT
Chief Restructuring Advisor

with a copy to:

Sequeira Partners
520 5 Ave SW, #400
Calgary, AB T2P 3R7

Facsimile: 1-877-790-6172

- 36 -

Email: asequeira@sequeirapartners.com
 Attention: Aroon Sequeira

with a copy to:

FTI Consulting Canada Inc.
 520 5 Ave SW, #400
 Calgary, AB T2P 3R7

Facsimile: 1 403 232 6116
 Email: Deryck.Helkaa@fticonsulting.com and
 Tom.Powell@fticonsulting.com
 Attention: Deryck Helkaa & Tom Powell

(b) to the Purchaser at:

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

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

with a copy to:

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

E-mail: tom.cumming@gowlingwlg.com
 Attention: Tom Cumming

A Notice is deemed to be given and received (i) if sent by personal delivery, electronic mail or same-day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (Mountain time) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day if the delivery was made prior to 5:00 p.m. (local time in place of receipt) on such Business Day and otherwise on the next Business Day, or (iii) if sent by facsimile or email, on the Business Day of confirmation of transmission by the originating facsimile or email if such confirmation of transmission indicates that such facsimile or email was received prior to 5:00 p.m. (Mountain time) on a Business Day and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

11.14 **Non-Business Days**

Whenever payments are required to be made or an action is required to be taken on a day which is not a Business Day, such payment shall be required to be made or such action shall be required to be taken on and not later than the next succeeding Business Day.

11.15 Successors and Assigns

All of the covenants and agreements in this Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the Parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

11.16 Monitor

The Parties covenant and agree that neither the Monitor nor any of its Representatives shall have any personal or corporate liability of any kind whatsoever or howsoever arising to any Party under or in connection with this Agreement, the Amended Plan, the Acquisition and Reorganization Transaction Orders or the Acquisition and Reorganization Transactions or any requirements or matters in connection or otherwise related thereto.

11.17 Electronic and Counterpart Execution

All Parties agree that this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties adopt any signatures received by email or other electronic delivery as original signatures of the Parties, provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this agreement which was so electronically delivered.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as evidenced by their properly authorized officers as of the day and year first above written.

MANTLE MATERIALS GROUP, LTD.

Per:

Name: Byron Levkulich
Title: Director

Name: Aaron Patsch
Title: Director

JMB CRUSHING SYSTEMS INC.

Per:

Name: Blake Elyea
Title: Chief Restructuring Advisor

2161889 ALBERTA LTD.

Per:

Name: Blake Elyea
Title: Chief Restructuring Advisor

**SCHEDULE A
PURCHASE PRICE AND RETAINED VALUE ALLOCATION**

(as of March 3, 2021 and subject to Sections 3.2, 3.4 and 3.5)

1. Allocation of Purchase Price

Mantle		Amount
(a)	<i>Assigned Contracts</i>	██████████
(b)	JMB Active Royalty Agreements	██████████
(c)	Permits, Books and Records, Miscellaneous Assets	████
	Purchase Price	██████████

2. Allocation of Retained Value

JMB		Amount
(a)	Tranche B Inventory of JMB	██████████
(b)	Contracts included in JMB Retained Assets	██████████
(c)	Reclamation Cash Security held by AEP	██████████
(d)	Atlas Shares	██████████
(e)	<i>JMB Equipment</i>	
	Fiera Equipment	██████████
	JMB Equipment other than Fiera Equipment	██████████
(f)	<i>Aggregate Pit Agreements</i>	
	JMB Royalty Registrations	████
	JMB Dispositions	████
(g)	JMB Real Property	██████████
(h)	JMB Royalty Registrations associated with JMB Inactive Royalty Agreements	████
(i)	Permits, Books and Records, Miscellaneous Assets	████
	Total JMB Retained Value	██████████
	216	
(a)	Tranche A Inventory	██████████
(b)	Tranche B Inventory of 216	██████████
(c)	<i>Aggregate Pit Agreements</i>	
	216 Dispositions	██████████
	Total 216 Retained Value	██████████
	Aggregate Retained Value	██████████

3. Payment of Purchase Price for Acquired Assets

Purchase Price			██████████
<i>Less:</i>	Cash payable on Closing		██████████
	Less: Assumed Source Deductions		██████████
	Less: Assumed Accrued Vacation Pay		██████████
	Plus: Tranche A Inventory		██████████
	Subtotal:		██████████
<i>Less:</i>	Deposit		██████████
<i>Less:</i>	Cure Costs		██████████
<i>Less:</i>	Assumption of CWB Loan Documents		██████████
<i>Less:</i>	Assumption of Reclamation Obligations		██████████
<i>Less:</i>	Assumption of CARC Note		██████████
<i>Less:</i>	Assumption of Source Deductions		██████████
<i>Less:</i>	Assumption of Accrued Vacation Pay		██████████
<i>Less:</i>	Assumption of Enterprise Contract		██████████
	Assumed Fiera Debt applied to Purchase Price		██████████

4. Retention of ATB Assumed Debt and that portion of Fiera Assumed Debt not applied to Purchase Price:

Fiera Assumed Debt	Total Fiera Assumed Debt		██████████
	<i>Less:</i>		
	Fiera Assumed Debt applied to Purchase Price		██████████
	Fiera Assumed Debt allocated to Retained Value		██████████
ATB Assumed Debt	ATB Assumed Debt allocated to Retained Value		██████████
Total Retained Value			██████████

**SCHEDULE B
AGGREGATE PIT AGREEMENTS**

1. 216 Dispositions

- (a) Surface Material Lease No. 080085 in favour of 216 dated April 26, 2012 in respect of Aggregate Pit JLG 3 located within NW-12-63-19 W4M and SW-13-63-19 W4M.
- (b) Surface Material Lease No. 100085 in favour of 216 dated June 24, 2016 in respect of Aggregate Pit JLG 4 located within NE-12-63-19 W4M and NW-12-63-19 W4M.
- (c) Surface Material Lease No. 110025 in favour of 216 dated February 11, 2014 in respect of Aggregate Pit JLG 5 located within NE-11-61-18 W4M.
- (d) Surface Material Lease No. 110026 in favour of 216 dated April 11, 2012 in respect of Aggregate Pit JLG 6 located within SE-11-61-18 W4M.
- (e) Surface Material Lease No. 110045 in favour of 216 dated March 18, 2015 in respect of Aggregate Pit JLG 7 located within SE-15-61-18 W4M and NE-15-61-18 W4M.
- (f) Surface Material Lease No. 110046 in favour of 216 dated March 18, 2015 in respect of Aggregate Pit JLG 8 located within NE-15-61-18 W4M and NW-15-61-18 W4M.
- (g) Surface Material Lease No. 120006 in favour of 216 dated October 5, 2017 in respect of Aggregate Pit JLG 11 located within NW-14-61-18 W4M.
- (h) Surface Material Lease No. 120100 in favour of 216 dated October 5, 2017 in respect of Aggregate Pit JLG 12 located within SE-21-61-18 W4M.
- (i) Surface Material Lease No. 110047 in favour of 216 located within SE-15-61-18 W4M, SW-15-61-18 W4M, and NW-15-61-18 W4M.
- (j) Surface Material Lease No. 120005 in favour of 216 located within SW-14-61-18 W4M and NW-14-61-18 W4M.
- (k) Surface Material Lease No. 060060 in favour of 216 located within SW-13-65-18-W4M.
- (l) Department Licence of Occupation 170011 in favour of 216 located within SE-13-65-18-W4M and SW-13-65-18-W4M.

2. JMB Dispositions

- (a) Surface Material Lease No. 120027 in favour of JMB located within SW-30-63-08-W4M.
- (b) Surface Material Lease No. 930040 in favour of JMB located within SE-23-61-07-W4M.
- (c) Surface Material Lease 980116 in favour of JMB located within SW-21-63-12-W4M.

- (d) Department Miscellaneous Lease 120032 in favour of JMB located within NW-20-74-8-W4M.
- (e) Surface Materials Exploration 150106 in favour of JMB located within SW-26-75-11-W4M, SE-34-75-11-W4M, NW-23-75-11-W4M, NE-27-75-11-W4M, SW-35-75-11-W4M, and NW-26-75-11-W4M.
- (f) Surface Materials Exploration 200009 in favour of JMB located within NE-30-81-6-W4M, NE-31-81-6-W4M, SE-31-81-6-W4M, and SW-31-81-6-W4M.

3. **JMB Active Royalty Agreements**

- (a) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge Canada Inc. ("**Lafarge**") in respect of the Aggregate Pit referred to as Moose River for which Lafarge has a surface material lease identified as SML 100043 located at SW-35-61-7-W4M and having 18.46 acres.
- (b) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge in respect of the Aggregate Pit referred to as Oberg for which Lafarge had registration number 15215-01-01 located on lands described as SE-5-62-7-W4 and having 159.88 acres.
- (c) Royalty Agreement made as of October 29, 2018 between JMB and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4, which Aggregate Pit is registered under the EPEA as registration no. 308161-00-00.
- (d) Royalty Agreement made as of November 8, 2018 between Helen Havener, Gail Havener and JMB in respect of the Aggregate Pit located at NW 16-56-7-W4M, which Aggregate Pit is registered under the EPEA as registration no. 17395-01-00.
- (e) Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

4. **JMB Inactive Royalty Agreements**

- (a) Royalty Agreement made as of December 31, 2018 between JMB and 302016 Alberta Limited, care of Rose Short, in respect of the Aggregate Pit located at NE-24-56-7-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 15048-03-02.
- (b) Royalty Agreement made as of January 7, 2020 between Ron and Rita Kucy, Ron and Vonda Hoye, and JMB in respect of an Aggregate Pit located at LSD 1-19-63-9-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 306490-00-00.
- (c) Royalty Agreement made as of October 27, 2019 between Allan K MacDonald and JMB in respect of an Aggregate Pit located at SW 34-56-7-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 293051-00-00.

- (d) Royalty Agreement made as of September 30, 2018 between Doug Megley and JMB in respect of an Aggregate Pit located at SE-35-58-16-W4M, in respect of which JMB will continue to hold JMB Royalty Registration no. 149949-00-00.
- (e) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed Okane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4 and NE 10-57-6-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 263318-00-00.

**SCHEDULE C
ASSIGNED CONTRACTS**

1. Fiera Loan Agreements and Fiera Loan and Security Documents;
2. ATB Loan and Security Documents;
3. Commitment Letter dated January 8, 2018 between Canadian Western Bank and 216, as amended, together with all cash collateral security delivered in connection therewith and the rights of the Vendors in respect of the letters of credit issued by Canadian Western Bank thereunder, including:
 - (a) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 080085;
 - (b) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 100085;
 - (c) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110025;
 - (d) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110026;
 - (e) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110045;
 - (f) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110046;
 - (g) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120006;
 - (h) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120100;
 - (i) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 110047;
 - (j) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 120005; and
 - (k) the letter of credit in the amount of [REDACTED] issued in connection with the 216 Disposition identified as SML 060060;

(such Commitment Letter, security, letters of credit and other documentation contemplated thereby being collectively referred to as the **"CWB Agreement"**);
4. Contracts granting a licence or other right to use the Axon software, the ISNetworld software and the software provided by ComplyWorks Ltd.;
5. Non-competition agreement dated March 22, 2019 between 541466 Alberta Ltd., Lisa Ball, Gordon Ball, and JMB;

6. Master Equity Vehicle Lease Agreement dated August 23, 2019 between Enterprise Fleet Management Canada, Inc. and JMB, together with Open – End (Equity) Lease Schedule in respect of 2019 Ford, Model F-150, Series XLT 4x4 SuperCrew Cab Styleside 6.5, 1FTFW1E52KFC66669.

**SCHEDULE D
FIERA EQUIPMENT**

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2001	Travco		5-Unit Wellsite Camp each unit 12' x 56'	1256110534, 1256110533, 1256110532, 1256110531, 1256110530
2007	Bold Developments		12' x 56' Wellsite	T06-012
2007	Arctic		10' x 30' Tri-Axle Wellsite Trailer	2GRTV30T975073015
2007	Arctic		10' x 30' Tri-Axle Wellsite Trailer	2GRTN30T075070316
2007	Britco		12' x 62' 6-Sleeper Wellsite	07066-3
2007	Britco		12' x 62' 6-Sleeper Wellsite	07066-8
2007	Britco		12' x 62' 6-Sleeper Wellsite	07066-9
2015	Stratis		2,500 Gallon Water Storage Tank	SOSWS035
2014	Komatsu	HM400-3	44 ton Off-Highway Articulated Dump Truck	3384
2014	Komatsu	HM400-3	44 ton Off-Highway Articulated Dump Truck	3578
2014	Komatsu	HM400-3	44 ton Off-Highway Articulated Dump Truck	3420
2006	Volvo	L180E	Articulated Wheel Loader	L180EV8273
2008	Caterpillar	988H	Articulated Wheel Loader	CAT0988HCBXY02382
2006	Volvo	L180E	Articulated Wheel Loader	L180EV8379
1999	Komatsu	WA450-3	Articulated Wheel Loader	53372
2012	Caterpillar	988H	Articulated Wheel Loader	CAT0988HABXY05172
2012	Caterpillar	246C	Skid Steer Loader	CAT0246CJAY07005
2012	Caterpillar	246C	Skid Steer Loader	CAT0246CVJAY08691
2013	Volvo	L220G	Articulated Wheel Loader	VCEL220GC00012444
2013	Volvo	L220G	Articulated Wheel Loader	VCEL220GA00012852
2009	Volvo	L220F	Articulated Wheel Loader	VCEL220FP00006937
2004	Caterpillar	D6N LGP	Crawler Dozer	ALY01814
2005	Daewoo	Solar 470LC-V	Crawler Excavator	1357
1996	Hitachi	EX55UR	Mini Crawler Excavator	1BG-02075
2012	Caterpillar	345D	Crawler Excavator	CAT0345DJEEH01226
2009	Caterpillar	160M	Motor Grader	CAT0160MAB9E00358
2001	Toyota	7FGU30	6,000 lb LP Gas Lift Truck	61607
2001	Caterpillar	535B	Grapple Skidder	AAE00408
1996	Grizzly	250-5	250 kw Diesel Generator	
2014	Wacker	G100	80 kw Generator	20278208
	Ingersoll-Rand		20 kw Portable Light Tower	
2006	Terex Amida	AL5200D-4MH	20 kw Portable Light Tower	G0F-24939
2014	Wacker	LTW20	20 kw Portable Light Tower	20239723
2014	Wacker	LTW20	20 kw Portable Light Tower	20239727
2014	Wacker	LTW20	20 kw Portable Light Tower	20241937
	Frontier	PT4000K	20 kw Portable Light Tower	PTS2002-33
2006	Ingersoll-Rand		6 kw Portable Light Tower	372495UFQC13
2004	Precision		95 ton Truck Scale	
2015	Precision		100 ton Truck Scale	15-589
1980	Midland		48' Tandem Axle Van Trailer	2ATD10186AM110007
1979	Fruehauf	FP9F1271	28' Single Axle Van Trailer	DXV180718
1999	Manac	Super B	Tri-Axle Tool Van Trailer	2M5931033X1062925
2004	Detroit Diesel	Series 60	Diesel Generator	6R753345
1998	Stamford		60 kw Portable Diesel Generator	E980749726
2004	Elrus	25YD3 SB	25-Cubic Yard Portable Surge Bin	M3461ER04SB
2008	Kolberg-Pioneer	L3-36125	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	407136

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2006	Powerscreen		36" x 80' Portable Folding Stacking Belt Conveyor	6002232
2008	Kolberg-Pioneer		36" x 70' Portable Belt Conveyor	408560
2004	Elrus		36" x 60' Portable Belt Conveyor	M3445ER04PC
2004	Elrus	36X60FT-PC	36" x 60' Portable Belt Conveyor	M3446ER04PC
	Thor	T150-8	150' Portable Telescopic Radial Stacking Belt Conveyor	1846
	Tyalta		42" x 60' Portable Belt Conveyor	144260350
2010	CEC		30" x 60' Portable Belt Conveyor	30600606-J
			36" x 40' Portable Belt Conveyor	36400706-J
2004	Elrus	6X20-3D SC	6' x 20' Portable Screen Plant	M3499ER04SP
2008	Clemro Industries, Ltd.		Portable Jaw Crusher	1498-4127
2011	Clemro Industries, Ltd.		Portable Low Profile Belt Feeder	1679-4599
			15,000 liter Fuel Tank	
	Westeel		15,000 Gallon Fuel Tank	641500334
	Westeel		1,000 Gallon Double-Walled Steel Fuel Tank	671301089
	Westeel		1,000 Gallon Double-Walled Steel Fuel Tank	671502620
		TH5G00	2,200 liter Double-Walled Steel Fuel Tank	
		TH5G00	2,200 liter Double-Walled Steel Fuel Tank	
2008	Dodge	Ram 2500HD	Mega Cab Flatbed Truck	3D7KS29D78G155808
2008	Ford	F350 Super Duty XL	Crew Cab Flatbed Truck	1FTWW31568ED84921
2008	Ford	F350 Super Duty XLT	Crew Cab Flatbed Truck	1FTWW31598EE44965
2012	Ford	F250 Super Duty XLT	Crew Cab Pickup Truck	1FT7W2B69CEB71377
2012	Ford	F250 Super Duty XLT	Crew Cab Pickup Truck	1FT7W2B61CEB76184
2012	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF2CFA97764
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEA94375
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEB56034
2008	Peterbilt	367	Tri-Drive Conventional Tractor	1NPTX4EX48D737575
2009	Peterbilt	367	Tandem Axle Dump Truck	1NP4L40X19D778993
2009	Kenworth	T800	Tri-Drive Dump Truck	1XKDP40X49R941482
2009	Peterbilt	367	Tri-Drive Conventional Tractor	1XPTP40X79D789572
2013	Peterbilt	337	Single Axle Mechanics Truck	2NP2HN8X1DM205263
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X6FD284564
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X8FD284565
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0XXFD284566
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X1FD284567
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X3FD284568
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X5FD284569
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X1FD284570
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X3FD284571
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X5FD284572
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XPCDP0X7FD284573
2013	Peterbilt	367	Tri-Drive Winch Tractor	1XPTP4TX9DD184358
1997	Freightliner	FL60	Single Axle Service Truck	1FV6GJBA0VHH80602
2014	Peterbilt	348	Tandem Axle Water Truck	2NP3LJ0X2EM242007
1996	Arrow		Tandem Axle Jeep	259CSCB2XT1073252

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
1994	Arnes		Tandem Axle 16-Wheel Jeep	AR804203
2000	Decap	Super B	Tri-Axle Lead Belly Dump Trailer	2D9D54C37YL017498
2000	Decap	Super B	Tandem Axle Pup Belly Dump Trailer	2D9DS2B31YL017499
2006	Arnes		Quad-Axle End Dump Pup Trailer	2A92142466A003242
2006	Decap	Super B	Tri-Axle Lead Belly Dump Trailer	2D9DS4C476L017782
2006	Decap	Super B	Tandem Axle Pup Belly Dump Trailer	2D9DS2B326L017783
2006	Decap	Super B	Tri-Axle Lead Belly Dump Trailer	2D9DS4C406L017784
2006	Decap	Super B	Tandem Axle Pup Belly Dump Trailer	2D9DS2B366L017785
2006	Decap	Super B	Tri-Axle Lead Belly Dump Trailer	2D9DS4C446L017786
2006	Decap	Super B	Tandem Axle Pup Belly Dump Trailer	2D9DS2B3X6L017787
2007	Arnes		Tri-Axle End Dump Trailer	2A90737307A003528
2008	Arnes		Quad-Axle End Dump Pup Trailer	2A92142498A003884
2008	Arnes		Quad-Axle End Dump Pup Trailer	2A92142408A003885
2008	Load Max		20' Tandem Axle Equipment Trailer	5L8PH202681013062
2009	Arnes		Tri-Axle End Dump Trailer	2A90737359A003298
2009	Arnes		Tri-Axle End Dump Trailer	2A90737379A003299
2009	Arnes		Tri-Axle End Dump Trailer	2A907373X9A003300
2009	Arnes		Tri-Axle End Dump Trailer	2A90737319A003301
2009	Arnes		Tri-Axle End Dump Trailer	2A90737339A003302
2009	Arnes		Quad-Axle End Dump Pup Trailer	2A92142499A003238
1999	Argo		8' x 21' Tandem Axle Cargo Trailer	2AABDE821X1000122
2008	Doepker		Tri-Axle End Dump Trailer	2DEGEDZ3381023677
2006	Doepker		Tri-Axle Scissor Neck Lowboy Trailer	2DESNSZ3161018845
2015	Arnes		Tri-Axle End Dump Trailer	2A9074131FA003583
1997	Roadmaster		Tri-Axle Trombone Step Deck Trailer	2T9DF513XV1011230
2013	Lode King	SDS53-3	40 ton Tri-Axle Scissor Neck Lowboy Trailer	2LDSD5331DS055478
1980	Willock		Single Axle Float Trailer	2ATA06238AM107038
1999	Manac		Tandem Axle Lube & Tool Van Trailer	2M5920884X1062932
2008	Ford	F350 Super Duty XLT	Crew Cab Pickup Truck	1FTWW31518EE16691
2008	Ford	F350 Super Duty XLT	Crew Cab Pickup Truck	1FTWW31598ED98117
2008	Ford	F350 Super Duty XLT	Crew Cab Pickup Truck	1FTWW31538EE44962
2012	Dodge	Ram 2500 SLT	Crew Cab Pickup Truck	3C6TD5JT2CG113379
			Engine identified as TT009	
			Engine identified as TT002	
			Equipment identified as PT003	
			Equipment identified as TV100 and TV101	
			Dump box identified as TR006	
			3 Terex portable light towers	
	Maxi		2 portable light towers	
	Isuzu		20 kw generator	
	Volvo		360 kw generator	
2007	Peterbilt	379	379 Tandem Axle Winch Tractor	1NP5L40X77D742313
2007	Clemro Industries, Ltd.	BF100	Portable Belt Feeder	1463-4120
2009	Terex Amida	AL5200D-4MH	20 kw Portable Light Tower	E0F-09186
2006	Terex Amida	AL5200D-4MH	20 kw Portable Light Tower	4ZJSL151161H23687
2006	Allmand	Maxi Lite 15330	15 kw Portable Light Tower	0425MXL06
2006	Allmand	Maxi Lite 15330	15 kw Portable Light Tower	058ML03
1998	Stamford	360 kw	Diesel Generator	106V3257
1997	Great Dane	7911TJW-53	53' Tandem Axle Control Van Trailer	1GRAA06275E110132

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
1999	Elrus	2434	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	ER99PC1524
2012	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0CFA97763
2015	Arnes		Tri-Axle End Dump Trailer	2A9073731FA003598
2015	Arnes		Tri-Axle End Dump Trailer	2A9073730FA003575
2015	Arnes		Tri-Axle End Dump Trailer	2A9073738FA003596
2015	Arnes		Tri-Axle End Dump Trailer	2A907373XFA003597
2013	Arnes		40 ton Tri-Axle Scissor Neck Lowboy Trailer	2A9125335DA003461
2015	Arnes		50 ton Tri-Axle Lowboy Trailer	2A9105630FA003016
2007	Dodge	Ram 3500HD	Quad Cab Pickup Truck	3D7MX48A27G781634
2006	Isuzu	20 kw	Diesel Generator	198196/X06D170482
2007	Dodge	3500HD	Diesel Pickup (not running)	3D7MX48A27G781634
2012	Ford	F150	XL T Pick up Truck	1FTFW1 EF0CFA97763
1997	Great Dane		Power Van plus Tower (Serial Number M3243ER03CT)	1GRAA0625VB117102
2004	Detroit		Series 60 Generator	06R0753345
2008	Kolberg-Pioneer	L3-36125	125' Conveyor	407136
1999	Elrus	2434	125' radial stacking belt conveyor	ER99PC1524 M#2434
			Misc spare crusher parts	
1996	Arrow		Jeep	2L9CSCB2XT1078252
2015	Arnes		End Dump Trailer (Trombone 375)	2A9074131FA003583
2015	Arnes		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Arnes		Tri-Axle End Dump Trailer	2A9073733FA003599

**SCHEDULE E
EXCLUDED DISPOSED ASSETS**

1. Fiera Eastside Equipment

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2010	John Deere	844K	Articulated Wheel Loader	1DW844KX627428
2013	Volvo	L180G	Articulated Wheel Loader	VCEL180GC00022042
2006	Volvo	EC330B LC	Crawler Excavator	EC330V10699
2012	Caterpillar	345D	Crawler Excavator	CAT0345DJRAJ00435
	Precision	10'x80' Survivor Truck Scale	100 ton Scale Indicator	Scale s/n 3842 Indicator s/n 1479500073
2005	Fintec	542 5x12	Tracked Feeder Screen Plant	2005542575
	Bobcat	225	Engine Driven Welder	
2008	Caterpillar		Generator APS800	5EF2GC3008B772456

2. Fiera Disposed Equipment

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2004	Elrus	H4800	Portable Cone Crusher	M3314ER04CC
2008	Kolberg-Pioneer	33-36150 SuperStacker	36" x 150' Portable Telescopic Radial Stacking Belt Conveyor	409329
2014	Global	6GSTAP	6" Trash Pump	1496808
1998	Caterpillar	D8R	Crawler Dozer	7XM02813
2008	Kolberg-Pioneer	33-36150 SuperStacker	36"x150' Portable Radial Stacking Telescopic Belt Conveyor	409329
2010	Kolberg-Pioneer	47-3670S	36"x70' Portable Belt Conveyor	410244
2010	Kolberg-Pioneer		36"x70' Portable Belt Conveyor	410245
2010	Kolberg-Pioneer		36"x70' Portable Stacking Belt Conveyor	410246
2009	Wabash		Tri-Axle Control Van Trailer	1JJV533W99L314662
2013	MTU Onsite Energy	DP550D65-AH1484	550-kW Diesel Generator	366258101013
	Global	6GSTAP	6" Trash Pump - Diesel	S/N:1496808 VIN: 1G9BT1314ED419162
			Initial Supplies to build splitter bin	
1999	Red Deer Industries		Dozer Trap Feeder	RDIBF099000010
2001	Svedala	H-6000 Hydrocone	M2808 Portable Cone Crusher, S/N:SW5873, mounted on Elrus Mode CH660-E00002029 Tri-Axle Carrier	M2765ER01CC
2007	Western Star		Winch tractor and deck 4900SA, Tri-Drive	5KKXAM0067PX64941
2014	Tyalta		60' Transfer belt conveyor	144260350
2011	Clemro		Portable screen plant 7X20-3D	1681-4600
2006	Fabtec		Portable screen plant 6x20	P620332506
2013	Peterbilt		Winch tractor 367, Tandem	1XPTD40X6DD197601
2008	Kenworth	T800	Tandem dump truck (not running)	1NKDL40X88J936319
2007	International Mechanic		truck 4200 SBA	1HTMPAFM67H406957
2008	Kenworth	T800	Tandem dump truck	1NKDL40X68J936318
2015	Ames		End Dump Trailer	2A9073738FA00359

3. PMSI Property

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Company	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF3FFC07984
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF7FFC07986
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0FFC07988
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF9FFC07990
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0FFC07991
Ford Credit Canada Leasing, Division of Canadian Road Leasing Company	2016	Ford	F250 Super Duty XLT	Crew Cab Pickup Truck	1FT7W2B66GEB46457
	2018	Ford	F150		1FTEW1EG7JFC34831
	2019	Ford	F150		1FTFW1E53KFA45940
Ford Credit Canada Limited	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EFXGFC63082
Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre	2012	SmithCo	Super B	Tri-Axle Lead Side Dump Trailer	1S9SS3735CL476517
	2012	SmithCo	Super B	Tandem Axle Pup Side Dump Trailer	1S9SS2929CL476518
	2018	Elrus		6" x 20" Deck Screen	M7102ERC18SC
	2012	Elrus	HD2054	Portable Jaw Crusher	M6028ERC12CJS
	2002	Elrus	M2943 2236	Portable Jaw Crusher	M7102ERC18SC
Caterpillar Financial Services Limited	2015	Caterpillar	972M XE	Articulated Wheel Loader	CAT0972MKEDW00340
	2016	Caterpillar	980M	Wheel Loader	CAT0980MCKRS01308
	2012	Caterpillar	D8T	Crawler Dozer	CAT00D8TEMLN01555
	2014	Caterpillar	246D	Skid Steer Loader	CAT0246DLBYF00587
	2016	Caterpillar	246D	Skid Steer Loader	CAT0246DTBYF02460
VFS Canada Inc.	2017	Volvo	L220H	Wheel Loader	VCEL220HL00002736
TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	817775
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847651
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847652
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847655
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847656
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847657
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847658
	2015	Terex Cedarapids	6203	6' x 20' Portable Screening Plant	TRX620HSCOKFK0807
	2014	AMI	Thunderbird II 3054JVE	Electric Portable Jaw Plan with Switchgear	2807-14
	2014	CR		30" x 54" Jaw Crusher	TRXJ3054COKEE0657
	2014	AMI	C04521	50" x 20" VGF	2806-14
Komatsu International (Canada) Inc.	2013	Komatsu	WA470-7	Articulated Wheel Loader	10123
	2019	Komatsu	WA500-8	Wheel Loader	A96809
	2019	Komatsu	PC490LC-11	Crawler Excavator	A42247
		Hensley		7.5 CY Spade Nose Bucket Wheel Loader C/W 5.5 CYD GP Bucket	85680
Bank of Montreal	2015	AMI	380C6203CC-D06319	Portable Cone Crusher	2836-15
	2015	AMI	CRC380X	CC Plant	
			MVP380X	Terex Rollercone Crusher	TRXR380EOKEL0708

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
			LJ-TSV6203-32	Terex Screen	TRXV6203TDUEG1886
	2018	Midland	TW3000	TR045 - Side Dump Trailer	2MFB2R5D9JR008909
	2016	Midland	TW2500	TR046 - Side Dump Trailer	2MFB2R5C0GR008281
	2018	Midland	TW2500	TR047 - Side Dump Trailer	2MFB2R5C0JR008840
	2019	Midland	TW3000	TR048 - Side Dump Trailer	
	2019	Midland	TW2500	TR049 - Side Dump Trailer -	
	2019	Midland	TW3000	TR050 - Side Dump Trailer -	
	2019	Midland	TW2500	TR051 - Side Dump Trailer -	
	2019	Midland	TW3000	TR052 - Side Dump Trailer -	
	2019	Midland	TW2500	TR053 - Side Dump Trailer -	
	2019	Midland	TW3000	TR054 - Side Dump Trailer -	
	2019	Arnes	Quad Wagon	TR055 - Trailer	
	2019	Arnes	Quad Wagon	TR056 - Trailer	
	2019	Arnes	Quad Wagon	TR057 - Trailer	
	2019	Arnes	Quad Wagon	TR058 - Trailer	
	2019	Arnes	Quad Wagon	TR059 - Trailer	
	2019	Peterbilt	567 Tandem	TT027 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT028 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT029 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT030 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT031 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT032 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT033 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT034 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT035 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT036 - Truck tractor	
	2015	AMI	LJ-TSV 6203-32	Trailer	TRXV6203TDUEG1886

**SCHEDULE F
PERMITTED ENCUMBRANCES**

1. Subject to the Amended SAVO and Amended RVO, the terms and conditions of the Contracts and Aggregate Pit Agreements included in the Transaction Assets, including any depth limitations or similar limitations that may be set forth therein and any liens or security interests reserved therein for royalty, bonus or rental, or for compliance with the terms thereof;
2. Inchoate Liens attaching to Transaction Assets incurred or created as security in favour of any Person with respect to a Vendor's share of costs and expenses for the extraction, processing or hauling of Aggregates which are not due or delinquent as of are adjusted to the date of Closing;
3. Defects or irregularities of title to Transaction Assets which are waived by the Purchaser;
4. Easements, rights of way, servitudes or other similar rights on, over, or in respect of any of the Transaction Assets, including rights of way for highways and other roads, railways, sewers, drains, pipelines, gas or water mains, power, telephone or cable television towers, poles and wires;
5. Applicable Laws and any rights reserved to or vested in any Government Authority to levy taxes, require periodic payment of rentals, fees or other amounts or otherwise to control or regulate any of the Transaction Assets in any manner, including any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Transaction Assets in any manner including to purchase, condemn, expropriate, or recapture any Transaction Assets;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Transaction Assets or interests therein;
7. Liens granted in the ordinary course of business to a public utility, municipality or governmental authority respecting operations pertaining to any of the Transaction Assets for which any required payments are not delinquent or are adjusted as of the Closing;
8. Undetermined or inchoate securing taxes not yet due and payable that are adjusted as of the Closing;
9. Security Interests in favour of ATB against the Tranche B Inventory and the JMB Real Property;
10. Security Interests in favour of Fiera against the Transaction Assets; and
11. Security Interests in favour of Canadian Western Bank under and pursuant to the CWB Agreement.

**SCHEDULE G
ACQUIRED TRANCHE B INVENTORY**

Category

- 1 - Sand
- 2 - GBC (Granular Base Course)
- 4 - Traffic
- 5 - Rock/other
- 6 - Granular fill

Location	Product	Category	Volume (tonnes)
Buksa Pit Elk Point	Armour Rock	5	5,627
Buksa Pit Elk Point	Des 5 Class 10A	1	32,067
Havener Pit Elk Point	10mm Natural Fines	5	171,149
Havener Pit Elk Point	Des 5 Class 10A	1	219,372
Havener Pit Elk Point	Des 4 Class 20	4	1,000
Havener Pit Elk Point	Armour Rock	5	4,014
Hoye/Kucy Pit	Des 4 Class 40	4	1,500
JMB Pit NW 35-56-6 W4M	Armour Rock	5	8,055
JMB Yard NW 20-61-5 W4M	Des 6 Class 80	6	1,000
JMB Yard NW 20-61-5 W4M	40mm rock	5	74
JMB Yard NW 20-61-5 W4M	Des 2 Class 20	2	4,664
JMB Yard NW 20-61-5 W4M	Des 2 Class 40	2	1,889
JMB Yard NW 20-61-5 W4M	Des 4 Class 20	4	1,772
JMB Yard NW 20-61-5 W4M	Des 2 Class 25	2	4,265
MacDonald Pit	Des 4 Class 20	4	8,500
MacDonald Pit	10mm Natural Fines	5	3,000
MacDonald Pit	12.5mm ACP material	5	4,492
MacDonald Pit	Des 5 Class 10A	1	20,000
MacDonald Pit	Armour Rock	5	6,000
MacDonald Pit	Des 2 Class 20	2	1,000
Megley Pit	10mm ACP material	5	1,390
Megley Pit	12.5mm ACP material	5	1,000
Megley Pit	Des 4 Class 20	4	1,000
Megley Pit	Des 5 Class 10A	1	214,904
O'Kane Pit	Des 5 Class 10A	1	85,684
Shankowski Pit Elk Point	14mm Pea Gravel	5	4,415
Shankowski Pit Elk Point	Des 5 Class 10A	1	257,904
SML110045 JLG 7 - Smokey Lake	FA1 Unwashed screened	1	57,968
SML110045 JLG 7 - Smokey Lake	8mm screened winter sand	1	75,000
SML110045 JLG 7 - Smokey Lake	FA1 Washed screened	1	500
SML110045 JLG 7 - Smokey Lake	FA1 Concrete Course	1	500
SML110045 JLG 7 - Smokey Lake	Natural Washed Weeping Tile	2	200
SML110047 JLG 9 - Smokey Lake	Des 5 Class 10A	1	77,324
SML120005 JLG 10 - Smokey Lake	Des 4 Class 40	4	10,756
SML120005 JLG 10 - Smokey Lake	Des 5 Class 10A	1	1,026,524
SML120005 JLG 10 - Smokey Lake	Des 4 Class 20	4	600
SML120005 JLG 10 - Smokey Lake	Des 2 Class 20	2	500
SML120005 JLG 10 - Smokey Lake	Des 3 Class 12.5C	5	300
Total:			2,315,909

**SCHEDULE H
INTERIM PROJECT MANAGEMENT AGREEMENT**

**SCHEDULE I
REJECTED CONTRACTS**

1. Edmonton Lease.
2. Kalinko Operating Agreement.
3. Royalty Agreement dated as of April 25, 2019 between Dale Glen Duniece and Brockenrock Contracting Ltd. in respect of SML 070045 and DLO 090247.
4. Royalty Agreement dated as of April 25, 2019 between Ashley Duniece and Brockenrock Contracting Ltd. in respect of SML 070048, NW 35-76-25-W4, DLO 090246, DLO 091542 and DLO 101031.
5. Letter of intent dated October 16, 2018 between Bigstone Cree Nation and JMB.
6. Letter agreement dated February 7, 2020 between Carmacks Enterprises Ltd. and JMB.
7. Any Contract between Peter Anton and a Vendor.
8. Any Contract between a PMSI Holder and a Vendor in respect of PMSI Property.

SCHEDULE J
LIQUIDATED, INVOICED EXCLUDED LIABILITIES

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
1233498 AB Ltd. Lakeland Health Care	
1360706 AB Ltd. o/a BSB Transport	
1387225 AB Ltd o/a Kabir Holdings	
1577248 AB Ltd o/a Sadhu Trucking	
1679698 Alberta Inc. O/A Big Rig Rags	
1682106 Alberta Ltd. - Edm. Office Cleaner	
1682562 Alberta Ltd.	
1739602 Alberta Ltd o/a Brite-Lite Pilot Truck	
1859694 Alberta Ltd. o/a Greggers Oilfield	
49 North Geospatial	
541466 AB Ltd.	
625039 Alberta Ltd.	
925646 Alberta Ltd. o/a Get Trash'd -Tank'd H2O - Tank'd No2	
945441 Alberta Ltd.	
Accurate Scale Industries Ltd.	
Acuvec Geospatial	
AG Ross Operating Committee	
Air Liquide	
Alberta Sand and Gravel Association	
All Type Electric Inc.	
Allan K. MacDonald	
AL's Contracting A Division of 848875 Alberta Ltd.	
Amar Trucking Ltd.	
American Express Card	
Arjun Transport Ltd.	
Astec Safety Bonnyville	
Astracom Canada	
ATB	
Athabasco Oilsands	
Avant Garde Technology Inc.	
Axon Development Corporation	
Azad Transport Ltd.	
Azad Trucking Ltd.	
B & R Eckel's Transport Ltd	
Babiuk Trucking Ltd.	
Basin Environmental Ltd.	
BDI Canada Inc.	
Bell Mobility	
Bell Mobility DBA Bell Distribution	
Bennett Jones LLP	
Blake, Cassels & Graydon LLP	
BMO Transportation Finance	
Bonnyville Water Conditioning Ltd.	
Bonnyville Welding Ltd.	
Border Solutions Law Group	
Bosch Hydraulic Connections Ltd.	
Brazilian Canadian Coffee (Alberta) Inc.	
Brokenrock Contracting Ltd.	
Brydon Trucking & Picker Service Ltd.	
Budget Landscaping & Contracting	
Bumper to Bumper Hanna	
Canadian Surveyors Ltd.	
Canalta Hotel	
CannAmm Limited Partnership	
Carmacks Enterprises Ltd.	
CAT Commercial Revolving Card	
Caterpillar Financial	

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Caterpillar Financial Services Limited	
CERA Contracting	
Certified Laboratories	
Charette Pell Poscente Environmental Corp.	
Chieftain Equipment Ltd.	
CN Customs Brokerage Services (USA) Inc	
County of St. Paul	
County of St. Paul No. 19	
CRA voluntary disclosure	
Craigmyle Oilfield Services Ltd.	
Danny's Picker Service Ltd.	
DB Kidd Transport	
DEX Consulting Inc.	
Digital Connection Inc.	
Direct Drug Testing	
Direct Energy Regulated Services	
DLA Piper (Canada) LLP	
Doug Megley	
Ducharme Motors Ltd.	
Edmonton Kenworth Ltd	
Edward O'Kane Estate	
ELRUS INC.	
EPCOR	
Ernst & Young Inc.	
Fiera	
Finning Cat	
Flashpoint Electric Inc.	
Ford Credit	
Fountain Tire	
Francotyp-Postalia Canada Inc.	
Gail Havener	
Goodyear Canada Inc.	
Government of Alberta	
Grant Thornton LLP	
Green Leaf Enterprises	
GST	
Guri Trucking Ltd.	
Hajran Trucking Ltd.	
Hanna Weldingrods	
Harold Tad Reed	
Heavy Metal Truck Wash	
Hilltop Motor Inn	
Hi-Way 9 Express Ltd.	
Imperial Oil Fleet-acct#43988	
IROC Service Supply INC.	
J.R. Paine & Associates Ltd.	
Jasmeet Transport Ltd.	
JMKD Trucking Ltd.	
Jo Kat Lodge	
Jo Kat Store / LS Fam Holdings Inc.	
John H. C. Pinsent Professional Corporation	
K.G. Enterprises	
Kalinko Enterprises Ltd.	
Keyanew Enterprises Ltd	
Khosa Trucking Ltd.	
Komatsu Financial	
KPMG LLP	
Krawchuk Land Surveys Ltd	
Lac La Biche Transport Ltd.	
Lakeland Co-op Petroleum Services	
Lakeland Fire & Safety	
Lamont County	

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
Laprairie Crane	
Leroux Power Systems Ltd.	
Lift Interactive Inc.	
Link Energy	
Location Cats Ltd	
Luff Industries LTD	
Maintenance Enforcement Program	
Maki Services	
Mannville Farming Co.	
Martushev Logging Ltd.	
Mastercard	
Matichuk Equipment (1991) Ltd	
Matt Silver Trucking Ltd.	
Maureen Oskoboiny	
Messer Canada Inc., 15687	
Microage	
Microtel Inn & Suites Bonnyville	
Miller Thomson LLP	
Mistassini Aboriginal Contractors Ltd.	
Mormak Equipment Inc	
Morneau Shepell	
Neuman Thompson Barristers/Solicitors	
Northern Source Rentals Inc.	
Northern Truck -(NAPA)	
NPR Limited Partnership	
Ogilvie LLP	
onConference	
Open Door Technology Inc.	
Permit Plus Inc.	
Peter Anton	
Petro Canada Acct#70892 25072	
Petro-Canada Lubricants Inc.	
Proven Financial	
Provincial & Federal Income Tax Assessed	
Provision for additional interest penalty	
Quest Disposal and Recycling Inc.	
R. Maxwell & Associates Ltd.	
R.L. Rurka Sales & Service Inc.	
RBee Aggregate Consulting Ltd.	
Recycle West	
REDA Enterprises Ltd.	
RED-L Distributors Ltd.	
Relay Distributing	
Renegade Gas & Oilfield Services Ltd.	
Ricoh Canada Inc.	
RLC Aggregate Equipment O/A 1639352 AB Ltd.	
Robert Half Management Resources	
Rosalind Colony Farming	
Rosemariechelle Karikitan	
RSC Trucking Ltd.	
RSM Canada LLP	
S & R Gill Carrier Transport Ltd.	
Safe-Net Group Inc.	
Safety Buzz Ltd.	
Shamrock Valley Enterprises Ltd.	
Shaw Business	
Shred-It, C/O Stericycle ULC	
Silver Springs Management LTD	
Sinclair Plumbing & Heating (Hanna) Ltd.	
Site Ventures Inc.	
SLH Picker Service & Pile Driving	
Smoky Lake County	

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
SMS Equipment Inc.	██████████
Spec Aggregate	██████████
SRM Piloting	██████████
St. Paul Towing	██████████
Stahl Peterbilt Inc.	██████████
Stewart Sales & Rentals	██████████
Stony Valley Contracting Ltd.	██████████
StraightVac Services Ltd.	██████████
Strongco Limited Partnership	██████████
Summit Trailer Ltd.	██████████
Sun Life Assurance Company of Canada	██████████
Superior Propane Inc.	██████████
Superior Safety (2005) Ltd.	██████████
TD Equipment Finance	██████████
Telephone Connections	██████████
The Estate of Helen Havener	██████████
Town of Bonnyville	██████████
Travelodge Drumheller	██████████
UAV Imaging Inc.	██████████
UniFirst Ltd.	██████████
United Farmers of Alberta	██████████
United Rentals of Canada, Inc.	██████████
Vallen Canada Inc.	██████████
Valley Blades Limited	██████████
Velocity Geomatics Inc	██████████
Volvo Financial	██████████
Volvo Financial Services	██████████
Volvo Smart Card Payable	██████████
W.S. Tyler Ltd. (Haver & Boecker Canada)	██████████
Wearpro Equipment & Supply Ltd.	██████████
Western Budget Motel	██████████
Wex Canada Ltd. (formerly Shell Canada)	██████████
Workers Compensation Board	██████████
WTI Rentals Ltd.	██████████
Total	\$ ██████████

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF AARON PATSCH
SWORN BEFORE ME
THIS 30th DAY OF MARCH, 2021

Robin Grace White
A Notary Public in and for the State of Colorado
Robin Grace White
My commission expires 11/16/21

ROBIN GRACE WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134069976
MY COMMISSION EXPIRES NOVEMBER 16, 2021

AMENDED AND RESTATED PURCHASE AGREEMENT

BETWEEN

JMB CRUSHING SYSTEMS INC.,

a corporation incorporated pursuant to the laws of the Province of British Columbia

- **AND -**

2161889 ALBERTA LTD.,

a corporation incorporated pursuant to the laws of the Province of Alberta

- **AND -**

MANTLE MATERIALS GROUP, LTD.,

a corporation incorporated pursuant to the laws of the Province of British Columbia

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THIS AGREEMENT made as of the 3rd day of March, 2021.

BETWEEN:

CONTEXT:

JMB CRUSHING SYSTEMS INC., a corporation formed under the laws of the Province of British Columbia ("**JMB**") and **2161889 ALBERTA LTD.**, a corporation formed under the laws of the Province of Alberta ("**216**", and together with JMB, the "**Vendors**")

- and -

MANTLE MATERIALS GROUP, LTD., a corporation incorporated pursuant to the laws of the Province of British Columbia (the "**Purchaser**")

CONTEXT:

A. The Vendors applied to the Court of Queen's Bench of Alberta (the "**Court**") for protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-35, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceedings**"), and pursuant to an Order of the Honourable Justice K.M. Eidsvik (the "**Initial Order**") pronounced on May 1, 2020 (the "**Filing Date**"), as subsequently amended and restated on May 11, 2020, the Court declared that the Vendors were companies to which the CCAA applied, stayed all proceedings against the Vendors, appointed FTI Consulting Canada Inc. as monitor of the Vendors (the "**Monitor**"), and approved a sale and investor solicitation process (the "**SISP**") for the solicitation of offers for the sponsorship of the Original Plan or the purchase and sale of the business and assets of the Vendors.

B. Pursuant to a Sale Proposal (as defined in the SISP) submitted by the Purchaser to the Monitor, the Vendors entered into an amended and restated asset purchase agreement dated September 28, 2020, as amended October 2, 2020 (such asset purchase agreement as amended being the "**Original APA**"), pursuant to which the Vendors were to sell and the Purchaser was to purchase certain assets of the Vendors and assume certain liabilities upon and subject to the terms and conditions set forth in the Original APA.

C. The Court pronounced a sale approval and vesting order (the "**Original SAVO**"),

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assignment order under section 11.3 of the CCAA (the “**Original Assignment Order**”), reverse vesting order (the “**Original RVO**”) and sanction order (the “**Original Sanction Order**”) on October 16, 2020, which Original Sanction Order approved a plan of arrangement under the CCAA and BC BCA (the “**Original Plan**”).

D. The Original APA was conditional, *inter alia*, upon Alberta Environment & Parks (the “**AEP**”) approving transfers of certain Permits and Dispositions, and the Parties have been unable to obtain a commitment from the AEP to grant such approvals.

E. The Parties have agreed to amend and restate the Original APA and the Original Plan and apply to the Court for Orders amending and restating the Original SAVO, the Original RVO and the Original Sanction Order, subject to the terms and conditions set out in this Agreement.

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NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

"216" is defined in the introductory paragraph of this Agreement.

"216 Inventory" means Inventory located on the 216 Disposition Lands.

"216 Disposition Lands" means the lands subject to one or more 216 Dispositions.

"216 Dispositions" means the Dispositions listed on **Schedule B** under the heading "216 Dispositions" together with any security deposited with the AEP in respect thereof to secure Reclamation Obligations.

"216 Miscellaneous Operational Contracts" means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to 216 Dispositions and 216 Disposition Lands.

"216 Reserves" means the Aggregate Reserves located in and under the 216 Disposition Lands.

"216 Retained Assets" means the 216 Dispositions, 216 Disposition Lands, 216 Reserves in and thereunder, 216 Permits, 216 Inventory and 216 Miscellaneous Operational Contracts.

"216 Permits" means any Permits held by 216 relating to the Aggregate Pits subject to 216 Dispositions.

"Accounts Receivable" means all accounts receivable and other amounts due, owing or accruing due to a Vendor, including bills receivable, trade accounts, book debts employee loans and advances, supplier rebate accruals, freight prepaid and charged and insurance claims due to the Vendor resulting from the sale of goods or services in the ordinary course of the business, and including any cash balances held by a Vendor or the Monitor prior to Closing, but excluding any Bonnyville Proceeds or any security deposited with the AEP to secure Reclamation Obligations.

"Acquired Assets" means the Business, the Assigned Contracts, the JMB Active Royalty Agreements and the interest in the JMB Active Royalty Lands and JMB Reserves thereunder, the Books and Records and the Miscellaneous Assets.

"Acquisition and Reorganization Transaction Orders" means, collectively, the Amended SAVO, the Amended RVO, the Amended Sanction Order and the Amended Assignment Order.

"Acquisition and Reorganization Transactions" means the transactions provided for or contemplated in this Agreement, including the transfer, vesting and assignment of the Acquired Assets in the Purchaser pursuant to the Amended SAVO and the Amended Assignment Order, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in

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ResidualCo and the assumption by ResidualCo of the Excluded Liabilities pursuant to the Amended RVO, and the transactions and steps contemplated by the Amended Plan and Amended Sanction Order, and “**Transaction**” means any one of them.

“**Adjustment Item**” is defined in Section 3.6(a).

“**Adjustment Time**” means 11:59 pm on the Closing Date.

“**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.6.

“**AEP**” is defined in Recital D.

“**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under common control with, such Person. The term “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this amended and restated purchase agreement, which amends and restates the Original APA, together with the schedules attached hereto, as amended or supplemented from time to time, and the expressions “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**”, “**hereby**” and similar expressions refer to this asset purchase agreement. “**Article**”, “**Section**” and “**Subsection**” mean and refer to the specified article, section and subsection of this Agreement.

“**Aggregate**” means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.

“**Aggregate Pit**” means a pit and other infrastructure located on Lands subject to an Aggregate Pit Agreement.

“**Aggregate Pit Agreements**” means the 216 Dispositions, the JMB Dispositions and the JMB Royalty Agreements identified on **Schedule B** and all amendments, renewals and extensions of such documents and all documents issued in substitution therefor.

“**Aggregate Reserves**” means reserves of Aggregate located in and under the Lands subject to the Aggregate Pit Agreements and in and under the JMB Real Property that has not been extracted as of the date of this Agreement.

“**Amended Assignment Order**” is defined in Section 2.4(d).

“**Amended Plan**” is defined in Section 2.3.

“**Amended RVO**” is defined in Section 2.4(b).

“**Amended Sanction Order**” is defined in Section 2.4(c).

“**Amended SAVO**” is defined in Section 2.4(a).

“**Andrychuk Royalty Agreement**” means the Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

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"Applicable Law" means, with respect to any Person, property, transaction, event, business or other matter, any federal, state, provincial, local, domestic or foreign constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Permit, order or other requirement of any Governmental Authority whether or not having the force of law relating or applicable to such Person, property, transaction, event, business or other matter.

"Assigned Contracts" means the Contracts listed on **Schedule C** together with any other Contract identified by the Purchaser in writing to the Vendors prior to Closing that has not been sold to a Third Party under the SISF or disclaimed under section 32 of the CCAA.

"Assumed Liabilities" is defined in Section 2.5.

"ATB" means ATB Financial.

"ATB Agreement" means an agreement to which the Vendors, the Purchaser and ATB are party governing the ATB Assumed Debt, which agreement shall be in form and substance satisfactory to the Vendors, the Purchaser and ATB.

"ATB Assumed Debt" means that portion of the ATB Indebtedness that the Purchaser becomes liable for under and pursuant to the provisions of the Amended Plan and the ATB Agreement, which based upon the estimated tonnes of Tranche B Inventory as of the date of this Agreement, and the value of the JMB Real Property, is [REDACTED]

"ATB Indebtedness" means all of the indebtedness, liabilities and obligations of JMB under the ATB Loan and Security Documents.

"ATB Loan and Security Documents" means the loan and security documents granted by JMB to ATB.

"ATB Mortgage" means a mortgage granted by JMB in favour of ATB against the JMB Real Property.

"Atlas Shares" means all of the shares in the capital of Atlas Aggregates Inc. held by JMB, including without limitation 7,820,077 Class "A" Common Shares therein.

"BC BCA" means *Business Corporations Act*, SBC 2002, c 57.

"Bid" means any offer or bid by a Vendor to a Counterparty to sell or supply Aggregate whether or not such offer or bid has been accepted by such Counterparty.

"Bonnyville Supply Contract" means the supply agreement entered into November 1, 2013 between the Municipal District of Bonnyville No. 87 and JMB, as amended by the first amendment dated September 30, 2015, the second amendment dated December 12, 2016, the third amendment dated February 26, 2018, and the amendment to agreement dated February 28, 2020.

"Bonnyville Lease" means the lease dated September 1, 2011 between 489786 Alberta Ltd. as landlord and JMB as tenant, as amended September 3, 2015, December 12, 2016, February 26, 2018 and March 1, 2020, in respect of the Bonnyville Lands.

"Bonnyville Lands" means the lands and premises located at NW-20-61-5-4 in Bonnyville, Alberta and referred to as the "JMB Yard".

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“Bonnyville Proceeds” means any amounts paid or payable to JMB under the Bonnyville Supply Contract in respect of the extraction and processing of Aggregate and its sale to the Municipal District of Bonnyville No. 87 during the 2021 calendar year, provided, however, that the term “Bonnyville Proceeds” shall be limited to include only any such amounts which: (i) are derived during the 2021 calendar year; and, (ii) have been funded by the Purchaser or CARC, as set out in, and pursuant to, the Interim Project Management Agreement.

“Books and Records” means all Information maintained relating to or in connection with the Transaction Assets or the tax or financial position of the Vendors other than personal information relating to Employees who are not Transferred Employees.

“Business” means the business carried on by the Vendors specifically utilizing the Transaction Assets including the operation of the Aggregate Pits and the extraction, processing, sale and transportation of Aggregates therefrom, and the goodwill associated therewith.

“Business Day” means any day, other than a Saturday, Sunday or legal holiday in the Province of Alberta.

“CARC” means Canadian Aggregate Resource Corporation.

~~“CARC Advance” is defined in Section 3.3.~~ [3.3.](#)

“CaseLines Filesite” means the website identified as “Canada.caselines.com” and maintained in respect of the CCAA Proceedings.

“CaseLines Order” means an Order of the Honourable Justice K.M. Eidsvik pronounced on May 29, 2020 providing for the uploading of pleadings, documents and materials filed in the CCAA Proceedings onto the CaseLines Filesite and deeming such uploading to be proper service on all Persons named in the Service List.

“CCAA” is defined in Recital A.

~~“CARC Advance” is defined in Section 3.3.~~ **“CCAA Proceedings”** is defined in Recital A.

“Claims” means all past, present and future claims, suits, actions, charges, penalties, causes of action, demands, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees (on a full solicitor and their own client indemnity basis) and other professional fees and disbursements of any nature or any kind whatsoever, but, for greater certainty, shall not include any claims made for Adjustments or re-adjustments as contemplated or permitted herein.

“Class A JMB Shares” means Class A common shares in the capital of JMB.

“Closing” means the closing and consummation of the Acquisition and Reorganization Transactions on the Closing Date, including without limitation the payment of the Purchase Price and the delivery of the Closing Documents.

“Closing Date” means 12:00 p.m. (Mountain Time) on the second (2nd) Business Day immediately following the date that the conditions precedent in Sections 5.1, 5.2 and 5.3 are satisfied or waived or on such other Business Day as the Parties may agree in writing.

“Closing Documents” means, collectively, all of the agreements, instruments and other documents to be delivered by the Vendors to the Purchaser pursuant to Section 6.2 and the

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agreements, instruments and other documents to be delivered by the Purchaser to the Vendors pursuant to Section 6.3.

“Confidentiality Agreement” means the confidentiality and non-disclosure agreement dated June 19, 2020 between the Sale Advisor and CARC.

“Consent” means any consent, approval, permit, waiver, ruling, exemption, authorization, or acknowledgement from any Person, including a Government Authority, which is required in respect of or pursuant to the terms of any Contract or Permit in connection with a transaction.

“Contract” means any legally binding contract, agreement, obligation, undertaking, instrument, mortgage, commitment or other arrangement, whether written or oral.

“Cooperation Agreement” means an agreement between the Purchaser, ATB, Fiera and certain other Persons in form and substance acceptable to such parties.

“Counterparty” means a Third Party that is party to a Contract or to whom a Bid is made.

“Cost Allocation Agreement” is defined in Section 5.1(d).

“Court” is defined in Recital A. “

Cure Costs” means:

- (a) the aggregate amount of any monetary defaults under a Contract which must be cured under section 11.3(4) of the CCAA in order to obtain an Order under section 11.3(1) of the CCAA assigning the rights and obligations of a Vendor thereunder to the Purchaser; or
- (b) the aggregate amount of moneys paid to Counterparties under a Contract to obtain the Counterparty’s Consent to its assignment,

less any amounts required to be paid by the Vendors as Adjustments.

“Data Room Information” means all information provided to the Purchaser in relation to the Vendors, their Affiliates, the Business, the Assumed Liabilities or the Transaction Assets.

“Deposit” is defined in Subsection 3.3.

“Disposition” means a disposition of land of the Crown in right of Alberta under the *Public Lands Act*, RSA 2000, Ch. P-40.

“Eastside” means Eastside Rock Products, Inc., a corporation incorporated under the state laws of Washington, which is a subsidiary of JMB.

“Edmonton Lease” means the lease dated May 31, 2019 between 9046-22 Ave Inc. as landlord and JMB as tenant in respect of the Edmonton Premises.

“Edmonton Premises” means the premises municipally known as 9046 – 22nd Avenue SW, Edmonton, Alberta, having approximately 2,298 square feet.

“Employees” means the individuals who are employed or retained on contract by a Vendor (including individuals employed or retained on a full-time or part-time basis).

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“Enterprise Contract” means the master equity lease agreement dated August 27, 2019 in respect of open-end (equity) lease schedule between JMB and Enterprise Fleet Management, relating to the Enterprise Equipment.

“Enterprise Equipment” means a 2019 Ford F-15- XLT 4x4 SuperCrew Cab Styleside 6.5, Unit 239DGD, VIN 1FTFW1E52KFC66669.

“EPEA” means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 and the regulations thereunder, including the Code of Practice for Pits issued thereunder.

“ETA” means Part IX of the *Excise Tax Act* (Canada).

“Excluded Books and Records” means all Information maintained relating to or in connection with ~~other~~the Excluded Liabilities and the Excluded ResidualCo Assets ~~the Excluded Liabilities listed in clauses (a) to (c) and (e) to (f) of the definition of Excluded ResidualCo Assets.~~ together with personal information relating to Employees who are not Transferred Employees.

“Excluded Disposed Assets” means (a) any right, title or interest of JMB or 216 in or to the Fiera Disposed Equipment or the Fiera Eastside Equipment, (b) any Rejected Contracts that have been disclaimed by the Vendor party thereto under section 32 of the CCAA, and (d) any other property or assets disposed of by a Vendor between the Filing Date and Closing.

“Excluded Inventory” means (a) approximately 10,201.82 tonnes of InventoryAggregate consisting of raw pit run gravel located on the Bonnyville Lands which according to the records of JMB was transferred from another property, and approximately 7,000 tonnes of customer rejected clay contaminated ACP L1 (1/2”) asphalt material; (b) approximately 7,900 tonnes of InventoryAggregate consisting of pea gravel located on the Lands subject to the Shankowski Royalty Agreement; (c) InventoryAggregate consisting of approximately 8,265 tonnes of Des 2 Class 20, approximately 5,000 tonnes of Des 6 Class 80 and approximately 9,569 tonnes of Des 2 Class 40 stored on lands subject to a Disposition held by Stony Valley Contracting Ltd. and located at NE 2-82-7 W4M pursuant to a license agreement dated December 14, 2018 between Stony Valley Contracting Ltd. and JMB, ~~and~~ (d) the InventoryAggregate on the lands subject to the Kalinko Operating Agreement, and (e) approximately 6,458 tonnes of Aggregate consisting of 10 mm gravel and sand located on the Lands subject to the Havener Royalty Agreement.

“Excluded Liabilities” is defined in Section 2.6.

“Excluded ResidualCo Assets” means (a) the PMSI Property, (b) the Excluded Inventory, (c) the Accounts Receivable, (d) the Excluded Books and Records, (e) the JMB Inactive Royalty Agreements and the interest of JMB in the JMB Inactive Royalty Lands granted thereunder, and (f) any Rejected Contract which has not been disclaimed under section 32 of the CCAA.

“Fiera” means Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc. (**“Fund VI”**) and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., acting in its capacity as collateral agent for and on behalf of and for the benefit of Fund VI.

“Fiera Assumed Debt” means that portion of the Fiera Indebtedness that the Purchaser becomes liable for under and pursuant to the provisions of the Amended Plan and the Fiera Exit Loan Agreement.

“Fiera Disposed Equipment” means any personal property in which a Vendor has or had an interest against which the Security Interest in favour of Fiera ranked in priority to any Security

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Interest in favour of any other Person that was sold, or subject to an agreement to sell, to a Person other than the Purchaser prior to Closing pursuant to the SISP or otherwise, including the equipment listed on **Schedule E** under the heading "Fiera Disposed Equipment".

"Fiera Eastside Equipment" means the equipment in which JMB has an interest which is located on property that Eastside had access to in the State of Washington, including the equipment listed on **Schedule E** under the heading "Fiera Eastside Equipment".

"Fiera Equipment" means the equipment listed on **Schedule D** other than any such equipment that becomes Fiera Disposed Equipment.

"Fiera Exit Loan Agreement" means a loan agreement between Fiera and the Purchaser in respect of the Fiera Assumed Debt.

"Fiera Indebtedness" means all of the indebtedness, liabilities and obligations of JMB under the Fiera Loan Agreements.

"Fiera Loan Agreements" means, collectively, the loan agreement effective October 2019 between JMB as borrower, Eastside and 216 as guarantors, and Fund VI as lender and the amended and restated loan agreement effective December 14, 2018 between JMB as borrower, Eastside as guarantor, and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc. as lender.

"Fiera Loan and Security Documents" mean the Fiera Loan Agreements and the other loan and security agreements and documents contemplated by the Fiera Loan Agreements.

"Filing Date" is defined in Recital A.

"Final Adjustment Date" is defined in Section 3.6(c).

"Final Order" means an Order that is issued by the Court in the CCAA Proceedings that is not (a) subject to any appeal process, (b) stayed, or (c) otherwise enjoined.

"Gagne Real Property" means the lands and premises legally described as all that portion of the South West Quarter of Section Eleven (11), Township Fifty Seven (57), Range Six (6), West of the Fourth Meridian, lying to the west of the westerly limit of land required for railway purposes, as shown on Plan 7521297 and south of the south limit of Road Plan 3445BM, containing 7.17 hectares (17.72 acres) more or less excepting thereout all mines and minerals and the right to work the same.

"Governmental Authority" means any (a) domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise), (b) agency, authority, ministry, department, regulatory body, commission, court, central bank, bureau, board or other instrumentality having legislative, judicial (including courts and arbitrators), regulatory, prosecutorial, administrative or taxing authority or powers, or having functions of, or pertaining to, government, (c) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association, in each case, having requisite jurisdiction or authority in the relevant circumstances, and (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"GST" means goods and services tax and/or harmonized sales tax payable pursuant to the ETA.

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"Havener Royalty Agreement" means the Royalty Agreement made as of November 8, 2018 between Helen Havener, Gail Havener and JMB in respect of the Aggregate Pit located at NW 16-56-7-W4M, which Aggregate Pit is registered under the EPEA as registration no. 17395-01-00.

"Independent Accountant" means any nationally recognized firm of chartered accountants mutually acceptable to the Vendors and the Purchaser, each acting reasonably.

"Information" means any books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, tax returns and other data and information, including all data and information stored on computer-related or other electronic media.

"Initial Order" is defined in Recital A.

"Interim Financing Agreement" means the interim financing agreement dated April 30, 2020 between CARC as lender and the Vendors as borrower pursuant to which CARC created an interim credit facility to provide working capital to the Vendors during the CCAA Proceedings.

"Interim Period" is defined in Section 4.3(a).

"Interim Project Management Agreement" means the interim project management agreement between JMB and the Purchaser pursuant to which the Purchaser arranges the provision of working capital pursuant to the Interim Financing Agreement for and manages the operations required in order to permit the performance of JMB's obligations under the Bonnyville Supply Contract, which agreement is substantially in the form attached as **Schedule H**.

"Inventory" means extracted Aggregate owned by JMB or 216 or in which JMB or 216 has an interest.

"JMB" is defined in the introductory paragraph of this Agreement.

"JMB Active Royalty Agreements" means the Royalty Agreements listed on **Schedule B** under the heading 3 which are listed as the "JMB Active Royalty Agreements".

"JMB Active Royalty Lands" means the lands subject to one or more JMB Active Royalty Agreements.

"JMB Disposition Lands" means the lands subject to one or more JMB Dispositions.

"JMB Dispositions" means the Dispositions listed on **Schedule B** under the heading "JMB Dispositions" [together with any security deposited with the AEP in respect thereof to secure Reclamation Obligations](#).

"JMB Equipment" means (a) the Fiera Equipment, (b) the Enterprise Equipment, and (c) all facilities, machinery, equipment (including motor vehicles and all manufacturing and quality control equipment, cellular phones, and office equipment including computer equipment), boilers, electrical substations, fixtures, furniture, furnishings, vehicles, material handling equipment, implements, inventories of maintenance and spare parts, tools and tooling supplies, accessories and all other tangible or corporeal property of any kind located in or on the Bonnyville Lands, the Aggregate Pits or at the Edmonton Premises.

"JMB Inactive Royalty Agreements" means the Royalty Agreements listed on **Schedule B** under the heading 4 which are listed as the "JMB Inactive Royalty Agreements".

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“JMB Inactive Royalty Lands” means the lands subject to one or more JMB Inactive Royalty Agreements.

“JMB Inventory” means Inventory located on the JMB Disposition Lands, JMB Active Royalty Lands and JMB Inactive Royalty Lands.

“JMB Miscellaneous Operational Contracts” means Contracts with Counterparties which are municipal or other Governmental Authorities or other Persons relating to JMB Dispositions, JMB Disposition Lands, JMB Active Royalty Agreements and JMB Active Royalty Lands.

“JMB Permits” means any Permits held by JMB relating to the Aggregate Pits subject to JMB Dispositions or and JMB Active Royalty Agreements or JMB Inactive Royalty Agreements, including the JMB Royalty Registrations.

“JMB Real Property” means (a) the lands and premises owned by JMB containing 64.7 hectares (160 acres) more or less, and legally described as NE ¼ of 35-56-6-W4M with title number 922 302 625, and (b) Gagne Real Property.

“JMB Reserves” means the Aggregate Reserves located in and under the JMB Disposition Lands and the JMB Active Royalty Lands.

“JMB Retained Assets” means (a) the JMB Equipment, (b) the JMB Dispositions and the interest of JMB in the JMB Disposition Lands thereunder, (c) the JMB ~~Real Property and the Gagne~~ Real Property, (d) the JMB Royalty Registrations and other JMB Permits, (e) the JMB Inventory, (f) the Contracts consisting of the Bonnyville Supply Contract, the Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and JMB, the Bonnyville Lease, and the JMB Miscellaneous Operational Contracts, (g) the Atlas Shares, and (h) Inventory owned by JMB or in which JMB has an interest not located on JMB Real Property, Bonnyville Lands, JMB Disposition Lands, JMB Active Royalty Lands or JMB Inactive Royalty Lands, but excluding for certainty the Excluded Inventory.

“JMB Royalty Agreements” means, collectively, the JMB Active Royalty Agreements and the JMB Inactive Royalty Agreements.

“JMB Royalty Registrations” means the registrations held by JMB under the EPEA in respect of the Aggregate Pits located on the JMB Active Royalty Lands and the JMB Inactive Royalty Lands.

“Kalinko Operating Agreement” means the sand & gravel operating agreement made as of June 12, 2012 between Tim Kalinski, Jessica Brennan, Matthew Kalinski, Zachariah Kalinski, Alisha Kalinski, Kalinko Enterprises Ltd. and JMB, as amended by agreement revision number 1 dated June 12, 2017, as further amended from time to time.

“Lafarge” is defined in **Schedule B**.

“Lands” means: (a) the 216 Disposition Lands, the JMB Disposition Lands and the JMB Active Royalty Lands; (b) the JMB Real Property; (c) the Bonnyville Lands, and (d) Gagne Real Property.

“Letter of Intent” means the Qualified LOI dated June 19, 2020 provided by CARC to the Monitor and the Sale Advisor in accordance with the SISF.

“Liabilities” means debts, liabilities and obligations, whether accrued or fixed, liquidated or

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unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law and those arising under any Contract or otherwise, and **"Liability"** means any one of the Liabilities.

"Lien" means any lien, hypothec (including legal hypothecs), Security Interest, encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, contingent rights (including options and rights of first refusal), adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same.

"Minority Securities" means all shares in the capital of JMB other than the Class A JMB Shares and all other securities issued by JMB.

"Miscellaneous Assets" means, collectively: (a) all trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, owned by or licensed to a Vendor, including all associated registrations and applications for registration and all associated rights; (b) all rights, claims or causes of action by or in the right of a Vendor against any Person other than Accounts Receivable; and (c) any other property or assets as may be expressly agreed to by the Purchaser and the Vendors in writing prior to the Closing.

"Miscellaneous Closing Documents" is defined in Section 6.2(i).

"Monitor" is defined in Recital A.

"Non-Recourse Event" is defined in the Amended Plan.

"Notice" is defined in Section 11.13.

"Orders" means orders of the Court or any appellate or review court therefrom in the CCAA Proceedings, and **"Order"** is any one of the Orders.

"Original APA" is defined in Recital B.

"Original Assignment Order" is defined in Recital C.

"Original Plan" is defined in Recital C.

"Original RVO" is defined in Recital C.

"Original Sanction Order" is defined in Recital C.

"Original SAVO" is defined in Recital C.

"Parties" means each of the parties hereto collectively, and **"Party"** means any of them, as the case may be.

"Permit" means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued by the AEP under any of the EPEA and/or PLA.

"Permitted Encumbrances" means any Liens, Claims or interests identified in **Schedule F** hereto or as otherwise set out and defined as such in the Amended SAVO.

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“Person” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), unincorporated association, trust, trustee, executor, administrator or other legal personal representative, or Governmental Authority.

“PLA” means the *Public Lands Act*, RSA 2000, c P-4 and all regulations thereunder.

“PMSI Holder” means a holder of a purchase money security interest.

“PMSI Property” means personal property listed on **Schedule E** under the heading “PMSI Property”.

“Post-Closing Adjustments” is defined in Section 3.6(c).

“Proceeding” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding) or hearing commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel.

“Purchase Price” is defined in Section 3.1.

“Purchase Price and Retained Value Allocation” is defined in Section 3.2.

“Purchaser” is defined in the introductory paragraph of this Agreement.

“Reclamation Contribution” means the contribution of ATB or Fiera to the Reclamation Obligations relating to the JMB Inactive Royalty Lands provided for in the Cost Allocation Agreement.

“Reclamation Obligations” means the reclamation and remediation obligations in respect of the Aggregate Pits under the EPEA and the PLA.

“Rejected Contract” means any Contract to which a Vendor is party which is not an Assigned Contract, a JMB Retained Asset or a 216 Retained Asset, including the Contracts listed on **Schedule I**.

“Remaining ATB Debt” means the ATB Indebtedness in excess of the ATB Assumed Debt.

“Remaining Fiera Debt” means the Fiera Indebtedness in excess of the Fiera Assumed Debt.

“Representatives” means, with respect to any Party, its Affiliates, and the respective directors, officers, servants, agents, advisors, employees, consultants, counsel and representatives of that Party and its Affiliates.

“ResidualCo” means 2324159 Alberta Inc.

“Restricted Agreement” means an Assigned Contract pursuant to which the assignment of the rights and benefits of such Vendor thereunder requires the Consent of the Counterparty and such Consent is not obtained.

“Retained Value” is defined in Section 3.1.

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“RLF Holding” means RLF Canada Holdings Limited, of which the Purchaser is a wholly owned subsidiary.

“Royalty Agreement” means a Contract consisting of an aggregate royalty agreement between a Third Party and JMB under which, *inter alia*, such Third Party grants to JMB, in exchange for payment of a royalty, the right to explore and prospect for, test, extract, process and dispose of Aggregates contained in and under the lands subject to such agreement, to have access and use of such lands and bring equipment and machinery onto such lands for such purposes, and to place and pile upon such lands excavated or processed Aggregates and other materials.

“Sale Advisor” is defined in the SISP.

“Sale Transaction” means the purchase and sale of the Acquired Assets provided for in this Agreement and the Amended SAVO.

“Security Interest” means any mortgage, charge or security interest in favour of a Person or leasehold interest of a Person that is a capital lessor.

“Service List” means the service list maintained by the Monitor in the CCAA Proceedings pursuant to paragraph 50 of the Initial Order, listing all Persons who have been identified as being entitled, or who have requested, to be served with pleadings, documents and materials filed with the Court from time to time in the CCAA Proceedings.

“Shankowski Royalty Agreement” means the Royalty Agreement made as of October 29, 2018 between JMB and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4, which Aggregate Pit is registered under the EPEA as registration no. 308161-00-00.

“SISP” is defined in Recital A.

“Source Deductions” means any amount referred to in subsections 11.09(1)(a) and (b) of the CCAA.

“Specific Conveyances” means all conveyances, assignments, transfers, novations and other documents or instruments that are reasonably required or desirable to convey, assign and transfer the interest of a Vendor in and to the Acquired Assets to the Purchaser and to novate the Purchaser in the place and stead of such Vendor with respect to the Acquired Assets.

“Third Party” means any Person other than a Vendor or any Representative thereof.

“Tranche A Inventory” means the Inventory consisting of approximately (a) 5,300 tonnes of Des 6 Class 80 located on the Lands subject to SML110025, (b) 4,000 tonnes of Des 2 Class 25 located on the Lands subject to SML110025, and (c) 4,000 tonnes of Des 2 Class 25 located on the Lands subject to SML110026.

“Tranche B Inventory” means the Inventory listed on **Schedule G** which is located on (a) the Lands subject to the Havener Royalty Agreement, the Shankowski Royalty Agreement, (b) the 216 Dispositions identified as SML 110045, SML 110047 and SML 120005, and (c) the Bonnyville Lands.

“Transaction Assets” means the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets, and **“Transaction Asset”** means any one of the Transaction Assets.

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“Transferred Employee” means each Employee who accepts an offer of employment by, and commences employment with, the Purchaser in accordance with the terms of Section 4.2.

“Vendor” and **“Vendors”** is defined in the introductory paragraph of this Agreement.

1.2 Interpretation

The following rules of construction shall apply to this Agreement unless the context otherwise requires:

- (a) the headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation or construction of this Agreement;
- (b) all documents executed and delivered pursuant to the provisions of this Agreement are subordinate to the provisions hereof and the provisions hereof shall govern and prevail in the event of a conflict;
- (c) any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, and all amendments made thereto and in force at the date hereof;
- (d) whenever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning plural or feminine or referring to a body politic or corporate, and *vice versa*, as the context requires;
- (e) the words “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to this Agreement and not to any particular provision of this Agreement;
- (f) reference to any Article, Section, or Schedule means an Article, Section, or Schedule of this Agreement, unless otherwise specified;
- (g) if any provision of a Schedule hereto conflicts with or is at variance with any provision in the body of this Agreement, the provisions in the body of this Agreement shall prevail to the extent of the conflict; and
- (h) “include” and derivatives thereof shall be read as if followed by the phrase “without limitation”.

1.3 Schedules

The following schedules are attached to and form part of this Agreement:

Schedule A	-	Purchase Price and Retained Value Allocation
Schedule B	-	Aggregate Pit Agreements
Schedule C	-	Assigned Contracts
Schedule D	-	Fiera Equipment
Schedule E	-	Excluded Equipment
Schedule F	-	Permitted Encumbrances
Schedule G	-	Tranche B Inventory
Schedule H	-	Interim Project Management Agreement
Schedule I	-	Rejected Contracts
Schedule J	-	Liquidated, Invoiced Excluded Liabilities

ARTICLE 2
ACQUISITION AND REORGANIZATION TRANSACTIONS

2.1 Acquisition and Reorganization Transactions

- (a) Upon the satisfaction or waiver of the conditions in Sections 5.1, 5.2 and 5.3, and in consideration of the payment of the Purchase Price, the Vendors and Purchaser shall carry out the Acquisition and Reorganization Transactions pursuant to this Agreement and the Acquisition and Reorganization Transaction Orders, with the effect, *inter alia*, as follows:
- (i) all of the right, title benefit, estate and interest of the Vendors in and to the Acquired Assets shall be transferred, conveyed, assigned and delivered to the Purchaser, free and clear of all Claims and Liens other than Permitted Encumbrances, pursuant to the Amended SAVO and Amended Assignment Order;
 - (ii) the JMB Retained Assets shall be retained by JMB but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the JMB Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iii) the 216 Retained Assets shall be retained by 216 but shall be free and clear of all Claims and Liens other than Permitted Encumbrances attaching to the 216 Retained Assets, which Claims and Liens shall be assigned to, vest in and be assumed by ResidualCo, all pursuant to the Amended RVO;
 - (iv) the Class A JMB Shares shall be transferred from CARC to RLF Holding pursuant to the Amended Sanction Order;
 - (v) the Minority Securities shall be redeemed by JMB for no consideration and cancelled pursuant to the Amended Sanction Order; and
 - (vi) the Excluded ResidualCo Assets shall be transferred, conveyed, assigned and delivered to ResidualCo pursuant to the Amended RVO for no consideration payable by ResidualCo to the Vendors, but the Excluded ResidualCo Assets shall remain subject to all Claims and Liens attaching thereto.
- (b) Following Closing, JMB and 216 shall retain possession of the Excluded Books and Records and grant full access thereto to (i) ResidualCo, (ii) the Monitor, (iii) other Persons party to the Cooperation Agreement, and (iv) any other Person entitled to access to such Excluded Books and Records under, and to the extent permitted by, Applicable Law.
- (c) The Closing of the Acquisition and Reorganization Transactions shall be on the Closing Date.
- (d) For greater certainty, the Excluded Disposed Assets and any right, title or interest of JMB or 216 therein are expressly excluded from the Acquired Assets, the JMB Retained Assets and the 216 Retained Assets.

2.2 Title to Transaction Assets

The Purchaser acknowledges and agrees that title to the Transaction Assets will be subject to any Permitted Encumbrances attaching thereto. Any Claim or Lien registered against the right, title and interest of a Vendor in and to a Transaction Asset that is not a Permitted Encumbrance shall be vested from and discharged as against such Transaction Asset pursuant to the Amended SAVO or the Amended RVO, as applicable.

2.3 Amended Plan

Promptly following the execution of this Agreement, JMB and the Purchaser shall file an amended and restated plan of arrangement jointly under the CCAA and the BC BCA (the “**Amended Plan**”) which provides, *inter alia*, as follows:

- (a) all issued and outstanding Minority Securities shall be redeemed for no consideration and cancelled;
- (b) all issued and outstanding Class A JMB Shares shall be transferred from CARC to RLF Holding for no consideration;
- (c) all issued and outstanding shares in the capital of 216, other than the shares held by JMB, shall be redeemed for no consideration and cancelled;
- (d) the ATB Indebtedness shall be arranged such that the Purchaser shall be deemed to have assumed the ATB Assumed Debt and the ATB Loan and Security Documents, and that portion of the ATB Assumed Debt relating to:
 - (i) the Tranche B Inventory shall be governed by, and the ATB Loan and Security Documents shall be subject to, the ATB Agreement, and the Security Interests created by ATB Loan and Security Documents shall, as between the Purchaser and ATB, secure on a several basis such portion of the ATB Assumed Debt and attach to the Tranche B Inventory and proceeds thereof, and the recourse of ATB to recover such portion of the ATB Assumed Debt shall be limited to the Tranche B Inventory and the proceeds thereof; and
 - (ii) the JMB Real Property shall be governed by the ATB Agreement and the ATB Mortgage, and the Security Interests created by the ATB Mortgage shall secure such portion of the ATB Assumed Debt and attach to the JMB Real Property, and the recourse of ATB to recover such portion of the ATB Assumed Debt shall be limited to the JMB Real Property,

provided that, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining ATB Debt as provided for in section 2.1(b) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining ATB Debt in accordance with the Amended RVO; and

- (e) the Fiera Indebtedness shall be arranged such that the Purchaser shall be deemed to have assumed the Fiera Assumed Debt on the terms and subject to the provisions the Fiera Exit Loan Agreement, the Security Interests created by the Fiera Loan and Security Documents shall secure the Fiera Assumed Debt and attach to all of the Transaction Assets and other property and assets of the Purchaser, JMB and 216, on the terms set out in the Fiera Exit Loan Agreement,

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provided that, upon the occurrence of the Non-Recourse Event, JMB and 216 shall cease to be liable for the Remaining Fiera Debt in accordance with section 2.1(c) of the Amended Plan, without in any way detracting from the liability of ResidualCo for the Remaining Fiera Debt in accordance with the Amended RVO.

2.4 Court Orders to Implement the Acquisition and Reorganization Transactions

Promptly following the execution of this Agreement, the Vendors and the Purchaser shall apply to the Court, on notice to any Persons on the Service List in accordance with the Caselines Order, to any Person that holds or claims a Lien in or attaching to any of the Transaction Assets or Excluded ResidualCo Assets, or any other Person identified by the Purchaser, including uploading the relevant materials to the CaseLines Filesite, to obtain the following Orders, which Orders shall be in form and substance acceptable to the Purchaser, the Vendors and the Monitor, acting reasonably, or as ultimately approved by the Court:

- (a) an Order (the “**Amended SAVO**”) amending and restating the Original SAVO, authorizing and approving this Agreement and the Acquisition and Reorganization Transactions, and vesting all of the right, title and interest of JMB and 216 in the Acquired Assets in and to the Purchaser, free and clear of all and Liens and Liabilities other than Permitted Encumbrances and Assumed Liabilities;
- (b) an Order (the “**Amended RVO**”) amending and restating the Original RVO to:
 - (i) vest in ResidualCo all of the right, title and interest of JMB and 216 in the Excluded ResidualCo Assets, but subject to any Excluded Liabilities or Encumbrances securing or assuring the payment and performance of any Excluded Liabilities, such that (A) neither JMB nor 216 shall have any further obligation or liability under or in respect of any Excluded Liabilities other than the Remaining ATB Debt and Remaining Fiera Debt, which Remaining ATB Debt and Remaining Fiera Debt shall remain in full force and effect in accordance with and subject to the terms and provisions of the Amended Plan, and (B) ResidualCo shall be liable to all Persons to whom any Excluded Liabilities are owed;
 - (ii) require that ResidualCo permit JMB with access to the JMB Inactive Royalty Lands in order to permit JMB to perform reclamation work thereon and sell any JMB Inventory located thereon;
 - (iii) confirm, pursuant to the Original RVO, the vesting in Eastside of all the right, title and interest of JMB in the Fiera Eastside Equipment, and the direction that all PMSI Holders take possession of and realize upon the PMSI Property against which they have prior ranking Security Interests and requiring them to account to the Monitor and JMB in respect thereof; and
 - (iv) pursuant to section 11.1 of the CCAA, (A) declare certain rents, royalties and interest payable to the AEP under certain 216 Dispositions which accrued prior to the Filing Date are unsecured claims under section 19 of the CCAA, (B) stay the exercise by the AEP of powers or remedies against 216 or JMB in respect of such payments or as result of the CCAA Proceedings or insolvency of the Vendors, or against the current directors of the Vendors, and (C) reserve the right of the Vendors and Purchaser to apply to the Court for relief under section 11.1(3) of the CCAA in the event of a dispute between them and the AEP with respect to the terms of any

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reclamation plans or updated activity reports or the quantum of any reclamation security where such dispute, if unresolved, could render the Acquisition and Reorganization Transactions unviable and such relief is not contrary to the public interest;

- (c) an Order (the “**Amended Sanction Order**”) amending and restating the Original Sanction Order, sanctioning the Amended Plan;
- (d) an Order (the “**Amended Assignment Order**”) amending and restating the Original Assignment Order to delete (i) paragraph 14 of the Original Assignment Order, (ii) the bonds issued by Northbridge General Insurance Corporation, the Bonnyville Supply Contract and the Enterprise Contract from Schedule “A” to the Original Assignment Order, and (iii) Schedule “B” to the Original Assignment Order; and
- (e) such other Orders as reasonably required by the Purchaser in support of the foregoing.

2.5 Assumed Liabilities

Upon the satisfaction or waiver of the conditions in Sections 5.1, 5.2 and 5.3, effective on the Closing, the following Liabilities shall be assumed by the Purchaser or retained by JMB and 216, as applicable (collectively, the “**Assumed Liabilities**”):

- (a) the Purchaser shall be deemed to have assumed in payment of the Purchase Price the liabilities described below and in Schedule A”
 - (i) any Cure Costs owing in respect of Assigned Contracts;
 - (ii) pursuant to the terms of the Amended Plan, that portion of the Fiera Assumed Debt referred to in Part 3 of Schedule A under the heading “Payment of Purchase Price for Acquired Assets”;
 - (iii) the amounts listed in Part 3 of Schedule A under the heading “Payment of Purchase Price for Acquired Assets” on account of Cure Costs, Reclamation Obligations, vacation pay, Source Deductions and the Enterprise Contract;
- (b) JMB and 216 shall:
 - (i) pursuant to the Amended RVO, continue to be indebted and liable for that portion of the Fiera Assumed Debt referred to in clause 4 on Schedule A;
 - (ii) pursuant to the Amended RVO, continue to be indebted and liable for the ATB Assumed ATB Debt; and
 - (iii) continue to be responsible for the Reclamation Obligations relating to the Aggregate Pits located on the 216 Disposition Lands, the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands.
- (c) The Purchaser shall assume any Liabilities with respect to Transferred Employees accruing or arising subsequent to the Adjustment Time; and
- (d) The Purchaser, JMB and 216 shall each be responsible for Liabilities arising or

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accruing subsequent to the Adjustment Time from or with respect to the Transaction Assets in which they have an interest.

2.6 Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not assume or be deemed to have assumed, be obligated to assume or be obligated to pay, perform or otherwise discharge, and the Vendors shall not remain indebted or liable for or obligated to pay, perform or otherwise discharge, any Liabilities other than the Assumed Liabilities (all such Liabilities other than the Assumed Liabilities being the “**Excluded Liabilities**”). For greater certainty, the Excluded Liabilities include the liquidated, invoiced Excluded Liabilities listed on **Schedule J**.

2.7 Binding Agreement

Upon the satisfaction of the condition set out in Section 5.1(a), this Agreement shall be and constitute a binding agreement upon and subject to the terms and conditions set forth in this Agreement notwithstanding the inclusion herein of (but subject to) any condition or conditions the satisfaction of which is to be determined in the sole and absolute discretion of either Party or otherwise on a subjective basis.

2.8 Acknowledgement of the Purchaser as Condition of Transaction Assets

Notwithstanding the foregoing or anything contained herein or elsewhere, the Purchaser acknowledges and agrees that:

- (a) in entering into this Agreement, the Purchaser has had an opportunity to conduct any and all due diligence regarding the Transaction Assets, the Assumed Liabilities Business and the Vendors, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of the Transaction Assets, any Contracts included therein and any Assumed Liabilities and the Transaction Assets, including, without limitation, the physical and environmental condition of the Transaction Assets, and upon its review of the Data Room Information;
- (b) the Transaction Assets are being acquired and retained on an “as is, where is” basis as of the Closing Date;
- (c) in entering into this Agreement, the Purchaser has not relied upon any written or oral statements, representations, warranties or guarantees whatsoever made by the Sale Advisor, the Vendors, or the Monitor, whether express, implied, statutory, or otherwise, regarding the Transaction Assets, the Assumed Liabilities or the Vendors, or the accuracy or completeness of any information provided in connection therewith;
- (d) except for its express rights under this Agreement, the Purchaser hereby waives all rights and remedies (whether now existing or hereinafter arising and including all equitable, common law, tort, contractual, and statutory rights and remedies) against the Vendors, the Monitor, the Sale Advisor and their Representatives or in respect of the Transaction Assets, the Assumed Liabilities, the Acquisition and Reorganization Transactions or any representations or statements made, direct or indirect, express or implied, or information or data furnished to the Purchaser or its Representatives, in connection therewith (whether made or furnished orally or by electronic, faxed, written, or any other means);

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- (e) the Sale Advisor and the Monitor (and their respective Representatives) shall have no obligations or responsibility to the Purchaser with respect to any matter relating to the SISP, this Agreement, the Transaction Assets or the condition thereof, the Assumed Liabilities, the Acquisition and Reorganization Transactions, the Acquisition and Reorganization Transaction Orders, or any other matter in connection with or pursuant to any of the foregoing or in any manner, whatsoever, related thereto; and
- (f) this Section 2.8 shall survive and not merge on Closing.

**ARTICLE 3
PURCHASE PRICE, PAYMENT AND RETAINED VALUE**

3.1 Purchase Price and Retained Value

The purchase price to be paid by the Purchaser to the Vendors for the Acquired Assets, subject to Section 3.2 and adjustments pursuant to Section 3.6, shall be the sum of

(the

“**Purchase Price**”), together with any taxes payable under Section 3.5. The retained value of the 216 Retained Assets and JMB Retained Assets shall be (the “**Retained Value**”).

3.2 Allocation of Purchase Price and Retained Value

The Parties agree the Purchase Price shall be allocated amongst the Acquired Assets and between the Vendors, and the Retained Value of the 216 Retained Assets and JMB Retained Assets shall be allocated amongst the 216 Retained Assets and JMB Retained Assets, in the manner set forth in **Schedule A**, subject in the case of the Purchase Price to adjustments pursuant to Section 3.6 and, on or before Closing, any sales or agreements to sell any Fiera Equipment and any adjustments to the estimated tonnes of Tranche B Inventory (the “**Purchase Price and Retained Value Allocation**”), which shall not affect the Purchase Price, only the allocation thereof. Where the Purchase Price and Retained Value Allocation set out in **Schedule A** changes as of Closing, or as a result of adjustments pursuant to Section 3.6, the Purchaser and the Vendors (the Vendors with the Monitor’s consent), acting reasonably, shall sign a revised **Schedule A** setting out the changed Purchase Price and Retained Value Allocation, which revised **Schedule A** shall be supersede the earlier version of **Schedule A** and be incorporated in and form part of this Agreement.

3.3 Deposit

████████████████████ CARC advanced to JMB as a protective disbursement immediately prior to the commencement of the CCAA Proceedings the sum of ██████████ (“**Advance**”) and that pursuant to the Initial Order, JMB is authorized to repay that sum to CARC. The CARC Advance shall be treated as a deposit under this Agreement (the “**Deposit**”). The Deposit shall be subject to the following terms:

- (a) if Closing occurs, the Deposit paid shall be applied to payment of the Purchase Price;
- (b) if Closing does not occur due to a breach of this Agreement by the Purchaser, the Deposit shall be forfeited to the Vendors in full satisfaction of any damages suffered by the Vendors as a consequence of the Purchaser’s breach; and
- (c) if Closing does not occur for any reason or circumstance other than that described in Subsection 3.3(b), the Vendors shall pay the amount of the Deposit to the Purchaser within ten (10) Business Days.

3.4 Payment of Purchase Price

The Purchase Price shall be satisfied on Closing by the Purchaser as follows:

- (a) by the crediting of the Deposit to the Purchase Price;
- (b) by the payment of any Cure Costs under Assigned Contracts;
- (c) by the assumption of the ATB Assumed Debt and the Fiera Assumed Debt pursuant to the Amended Plan, which as of the date of this Agreement is estimated to be in the amounts set out on **Schedule A**;

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- (d) by the payment of cash in the amount of [REDACTED] Inventory; [REDACTED] on account of Tranche A
- (e) by 216 remaining liable for the Reclamation Obligations in respect of the 216 Disposition Lands;
- (f) by JMB remaining liable for the Reclamation Obligations relating to the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands;
- (g) subject to any adjustments under Section 3.6, by the payment of cash in the amount of [REDACTED], plus any applicable taxes or other amounts payable by the Purchaser under Section 3.5; and
- (h) by JMB remaining liable under a promissory note issued by it to CARC in the principal amount of [REDACTED]

The cash amounts payable by the Purchaser to the Vendors shall be paid to the Monitor by wire transfer in accordance with wire transfer instructions provided by the Monitor to the Purchaser one (1) Business Day prior to Closing.

3.5 Taxes and Fees

- (a) The Purchase Price does not include GST. The Vendors shall be liable for the payment and remittance of any GST payable in respect of the purchase of the Acquired Assets pursuant hereto, including any interest, penalties, or any other costs payable in respect of such additional GST, and shall indemnify and save harmless the Vendors in respect thereof.
- (b) To the extent applicable, at the request of the Purchaser, JMB and the Purchaser will complete and sign on or before the Closing, a joint election under section 167(1) of the ETA to permit the purchase and sale of the Acquired Assets by the Purchaser from JMB without incurring GST, and if applicable, the Purchaser will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.
- (c) To the extent applicable, notwithstanding Section 3.5(a), and in accordance with subsections 221(2) and 228(4) of the ETA, JMB and 216 shall not collect GST from the Purchaser with respect to the sale of real property as defined in the ETA and the Purchaser shall self-assess, file GST returns and remit such GST to the appropriate taxing authority when and to the extent required under the ETA.
- (d) JMB, 216 and Purchaser acknowledge and agree that the transfer of any rights forming part of the Acquired Assets to be purchased by the Purchaser and which are described in section 162(2) of the ETA is deemed not to be a supply under section 162 of the ETA, and therefore not subject to GST at Closing.
- (e) JMB, 216 and ResidualCo will complete and sign, on or before the Closing, a joint election under section 156(4) of the ETA to permit the transfer, conveyance, assignment and delivery of the Excluded Assets to ResidualCo pursuant to the Amended RVO without incurring GST. JMB will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.

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- (f) The Purchaser shall also be liable for and shall pay any and all, federal or provincial sales taxes and all other taxes, duties, or other similar charges properly payable upon and in connection with the conveyance and transfer of the Acquired Assets by the Vendors to the Purchaser and the Purchaser shall be responsible for all recording charges and registration fees payable in connection therewith, this Agreement, the Acquired Assets and the Sale Transaction.
- (g) The Parties shall work together and cooperate reasonably to minimize any taxes that may be imposed on a Vendor and the Purchaser as a result of the Sale Transaction, including by cooperating and filing any other elections, documents and other records in accordance with Applicable Law to minimize taxes imposed.

3.6 Adjustments

- (a) Adjustments (herein referred to as the “**Adjustments**”) shall include all revenues, costs and expenses relating to the Transaction Assets and shall be apportioned as of the Adjustment Time on an accrual basis, which Adjustments shall include all compensation accruing to and in favour of Transferred Employees, all amounts accruing under Aggregate Pit Agreements or on account of GST, workers’ compensation or Source Deductions between the Filing Date and the Adjustment Time, Source Deductions referred to on **Schedule A**, and all other matters explicitly referred to in this Agreement which are stated to be subject to adjustment but exclude other matters in this Agreement which are stated to be not subject to adjustment (each matter subject to adjustment being an “**Adjustment Item**”).
- (b) Adjustments shall be made as of the Adjustment Time on an accrual basis. The Purchaser shall be responsible for all Adjustment Items accruing after the Adjustment Time and the Vendors shall be responsible for all Adjustment Items accruing prior to the Adjustment Time. ResidualCo shall execute an undertaking agreeing to pay all Adjustment Items on a timely basis and comply with this Section 3.6 subsequent to Closing and provide evidence thereof to the Purchaser.
- (c) Adjustments shall be made pursuant to a statement of adjustments to be prepared by the Vendors and approved by the Purchaser, each acting reasonably. The Vendors shall deliver to the Purchaser a draft statement of adjustments not less than two (2) Business Days prior to Closing which shall include details of the calculations contained therein. A final statement of adjustments shall be delivered to the Purchaser on Closing. If the final cost or amount of any item which is to be adjusted cannot be determined at Closing, then an initial adjustment for such item shall be made at Closing, such amount to be estimated by ResidualCo, acting reasonably, as of the Adjustment Time on the basis of the best evidence available at the Closing as to what the final cost or amount of such item will be. All amounts which have been estimated as at the Adjustment Time because they have not been finally determined (the “**Post-Closing Adjustments**”) shall be finally adjusted on a post-closing basis once the Post-Closing Adjustments have been determined and finalized. In each case when a Post-Closing Adjustment is determined, ResidualCo (after consulting with the Purchaser) shall within thirty (30) days of determination, provide a complete statement thereof, together with particulars relating thereto in reasonable detail, to the other and within thirty days thereafter the Parties hereto shall make a final adjustment as of the Adjustment Time for the Post-Closing Adjustment in question. In the absence of agreement by the Parties hereto, the final amount of any Post-Closing Adjustment shall be determined by the Independent Accountant with the Independent Accountant’s costs being paid

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by the Party whose position differs the most from the Independent Accountant's determination. The Vendors and the Purchaser agree to execute and deliver on the Closing Date an acknowledgement to readjust and pay the amount of any Post-Closing Adjustments as may be owing pursuant to this Agreement, which acknowledgement, which obligations of the Vendors shall be assumed by ResidualCo pursuant to the undertaking described in Section 3.6(b). All adjustments and Post-Closing Adjustments shall, in any event, be completed on or before the date which is three (3) months from the Closing Date (the "**Final Adjustment Date**") and no claim for any readjustment may be made by either Party after the Final Adjustment Date.

- (d) This Section 3.6 shall survive and not merge on Closing.

ARTICLE 4 PRE-CLOSING MATTERS

4.1 Operations Before Closing

- (a) Subject to any terms imposed by the Court in the CCAA Proceedings and Section 4.4, from the date hereof until Closing the Vendors shall operate and maintain the Transaction Assets in accordance with their business and management practices as at the date hereof.
- (b) The Vendors shall not sell, transfer, assign, convey, disclaim, renounce or otherwise dispose of any of the Transaction Assets other than pursuant to the Sale Transaction, provided that until Closing the Vendors shall be permitted to Aggregate in the ordinary course of business or sell, or enter into agreements to sell, the Fiera Equipment in a manner consented to by Fiera.

4.2 Employment Matters

- (a) Prior to, but contingent on the occurrence of Closing, the Purchaser shall extend an offer of employment to those Employees of JMB to whom the Purchaser has determined to offer employment, with such employment to take effect under the terms stated herein as of the Closing Date. Such offers shall be for employment initially on terms and conditions substantially similar in the aggregate with respect to their annual compensation and benefits as was in effect immediately prior to the Closing.
- (b) Nothing herein shall restrict the right of the Purchaser to terminate the employment of any Transferred Employee after the Closing at any time for any or for no reason, in accordance with Applicable Law.
- (c) The Purchaser and the Vendors hereby agree to follow the standard procedure for employment tax and other withholding Liabilities as provided under Applicable Law.

4.3 Assigned Contracts

- (a) In the period between the execution of this Agreement and Closing (the "**Interim Period**"), the Purchaser shall use reasonable commercial efforts to obtain any and all consents and approvals required in respect of the Acquisition and Reorganization Transactions including any Consents required of applicable Counterparties for the transfer or assignment of Assigned Contracts, and the

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Vendors shall provide such assistance to the Purchaser as is reasonably required by the Purchaser in respect thereof.

- (b) If a Counterparty is unwilling to provide a Consent to the assignment of a Restricted Agreement or is unwilling to provide such Consent on terms acceptable to the Purchaser, acting reasonably, and such Consent is required in order to assign such Restricted Agreement, at the request of the Purchaser the Vendors shall in the application to the Court for the Amended SAVO request that the Court order the assignment of the rights and benefits of the applicable Vendor under such Restricted Agreement under and in accordance with section 11.3 of the CCAA, which assignment shall be conditional on the Purchaser paying the Cure Costs associated with such Restricted Agreement.
- (c) Notwithstanding anything contained in this Agreement, other than the obligation of the Purchaser to pay Cure Costs, the Purchaser will not assume and will have no obligation to discharge any liability or obligation under any Restricted Agreement unless a Counterparty Consent has been obtained or the Amended SAVO has assigned such Restricted Agreement to the Purchaser pursuant to section 11.3 of the CCAA.

4.4 Interim Project Management Agreement

Promptly upon the execution of this Agreement, at the election of the Purchaser, JMB and the Purchaser shall execute and deliver the Interim Project Management Agreement.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions for the Mutual Benefit of the Parties

The obligation of the Parties to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Vendors and the Purchaser shall have duly executed and delivered this Agreement;
- (b) the Court shall have issued the Acquisition and Reorganization Transaction Orders and there shall not have been any appeal of, or application to set aside, vary or amend the Acquisition and Reorganization Transaction Orders which has not been abandoned or dismissed;
- (c) there shall not be in effect any preliminary or final order, decision or decree by a Governmental Authority, no application, action or proceeding shall have been commenced with any Governmental Authority, and no action or investigation shall have been announced, threatened or commenced by any Governmental Authority in connection with the Acquisition and Reorganization Transactions, which restrains, impedes or prohibits the Acquisition and Reorganization Transactions or any material part thereof or requires or purports to require a material variation thereof; and
- (d) ATB, Fiera, the Vendors and the Purchaser shall have executed and delivered an agreement (the "**Cost Allocation Agreement**") setting out the allocation of costs in the CCAA Proceedings, which agreement shall be in form and substance

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satisfactory to them.

Each of the foregoing conditions has been inserted for the benefit of the Vendors and Purchaser and may only be waived with the written agreement of the Vendors and the Purchaser, consented to by the Monitor. The Parties shall proceed diligently and in good faith and use all reasonable efforts to fulfill and assist in the fulfillment of the foregoing conditions in case any of the said conditions shall not be complied with, or are not waived by the Parties, at or before the Closing Date, any Party may terminate this Agreement by written notice to the other Parties.

5.2 Conditions for the Benefit of the Vendors

The obligation of the Vendors to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) payment by the Purchaser to the Vendors of that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) in its entirety along with the unconditional release of the Deposit to the Vendors;
- (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects;
- (c) the representations and warranties of the Purchaser set out in Section 7.3 shall be true and accurate in all material respects; and
- (d) there will have been obtained from all appropriate Governmental Authorities and Counterparties such material approvals or consents and such Permits as are required to permit the completion of the Acquisition and Reorganization Transactions.

Each of the foregoing conditions has been inserted for the benefit of the Vendors and may, without prejudice to any of the rights of the Vendors hereunder excluding reliance on or enforcement of any representations, warranties or covenants dealing with the subject of or similar to the condition waived, be waived by it in writing, in whole or in part, at any time. The Vendors shall proceed diligently and in good faith and use all reasonable efforts to fulfill and assist in the fulfillment of the foregoing conditions in case any of the said conditions shall not be complied with, or waived by the Vendors, at or before the Closing Date, the Vendors may terminate this Agreement by written notice to the Purchaser.

5.3 Conditions for the Benefit of the Purchaser

The obligation of the Purchaser to complete the Acquisition and Reorganization Transactions is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendors shall have been complied with or performed in all material respects;
- (b) the representations and warranties of the Vendors set out in Section 7.1 shall be true and accurate in all material respects;
- (c) by no later than one (1) Business Day prior to Closing, JMB shall have terminated all Employees other than the Transferred Employees;

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- (d) the Rejected Contracts shall have been disclaimed pursuant to section 32 of the CCAA prior to the Closing Date, or upon Closing shall have vested in ResidualCo;
- (e) the Purchaser and Fiera shall have entered into the Fiera Exit Loan Agreement on terms satisfactory to the Purchaser and Fiera;
- (f) the Purchaser and ATB shall have entered into the ATB Agreement on terms satisfactory to the Purchaser and ATB;
- (g) the Purchaser, ATB, Fiera and certain other Persons shall have entered into the Cooperation Agreement on terms satisfactory to such Persons;
- (h) each of ATB and Fiera shall have made or provided for, in a form that is satisfactory to the Purchaser, their respective Reclamation Contributions in accordance with the Cost Allocation Agreement; and
- (i) there will have been obtained from all appropriate Governmental Authorities and Counterparties such material approvals or consents and such Permits as are required to complete the Acquisition and Reorganization Transactions.

Each of the foregoing conditions has been inserted for the benefit of the Purchaser and may, without prejudice to any of the rights of the Purchaser hereunder (excluding reliance on or enforcement of any representations, warranties, or covenants dealing with the subject of or similar to the condition waived), be waived by it by notice to the Vendors in writing, in whole or in part, at any time. The Purchaser shall proceed diligently and in good faith and use all reasonable efforts to fulfill and assist in the fulfillment of the foregoing conditions. In case any of the said conditions shall not be complied with, or waived by the Purchaser at or before the Closing Date, the Purchaser may terminate this Agreement by written notice to the Vendors.

ARTICLE 6 CLOSING AND POST CLOSING

6.1 Closing

Closing shall take place at the offices of McCarthy Tétrault LLP, Suite 4000, 421 7th Avenue SW, Calgary, Alberta, on the Closing Date.

6.2 Vendors' Closing Deliveries

On or before Closing, but subject to the provisions of this Agreement, the Vendors shall prepare, execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:

- (a) copies of the Acquisition and Reorganization Transaction Orders;
- (b) a copy of the Amended Plan as filed with the applicable Governmental Authority;
- (c) the GST election forms prescribed under subsection 167(1) of the ETA, if applicable;
- (d) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;

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- (e) the ATB Agreement;
- (f) the Fiera Exit Loan Agreement;
- (g) the Specific Conveyances;
- (h) the Cost Allocation Agreement; and
- (i) any and all such other documentation, execution pages, instruments, records, applications and filings required pursuant to this Agreement, the Acquisition and Reorganization Transaction Orders or the ATB Agreement or that the Vendors and Purchaser determine, acting reasonably, are necessary or desirable in order to complete the Acquisition and Reorganization Transactions (the “**Miscellaneous Closing Documents**”).

6.3 Purchaser’s Closing Deliveries

On or before Closing, subject to the provisions of this Agreement, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendors the following:

- (a) the balance of the Purchase Price, as set forth in the final statement of Adjustments, as contemplated under Section 3.6(b) herein, plus all taxes and fees;
- (b) the GST election form prescribed under subsection 167(1) of the ETA, if applicable;
- (c) the GST election form prescribed under subsection 156(4) of the ETA, if applicable;
- (d) the ATB Agreement;
- (e) the Fiera Exit Loan Agreement;
- (f) the Cost Allocation Agreement;
- (g) the Specific Conveyances; and
- (h) the Miscellaneous Closing Documents.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Vendors’ Representations and Warranties

Each Vendor jointly and severally hereby represents and warrants to and in favour of the Purchaser that:

- (a) such Vendor is a corporation duly organized, validly subsisting and in good standing under the laws of the jurisdiction of its incorporation, continuance or amalgamation (as the case may be) and is duly registered and authorized to carry on business in Alberta;
- (b) provided the Acquisition and Reorganization Transaction Orders are obtained, it has taken all action and has full power and authority to enter into this Agreement

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and the other documents and agreements executed and delivered hereunder and it has taken all necessary action to consummate the Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;

- (c) provided the Acquisition and Reorganization Transaction Orders are obtained and constitute Final Orders, this Agreement has been, and all documents and agreements to be executed and delivered by it at Closing pursuant to this Agreement shall be, duly executed and delivered by it, and upon execution by the Vendors, this Agreement constitutes, and all documents and agreements required to be executed and delivered by it at Closing will constitute legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences; and
- (d) such Vendor is not a "non-resident" for the purposes of Section 116 of the *Income Tax Act*, RSC 1985, c 1 (5th Supp) and such Vendor shall receive its share of the Purchase Price on its own account and not as agent, trustee or nominee for any other person who is a non-resident of Canada.

7.2 No Additional Representations and Warranties

Notwithstanding anything to the contrary in this Agreement, the Vendors make no representations or warranties except as expressly set forth in Section 7.1 and, in particular, and without limiting the generality of the foregoing, the Vendors disclaim and shall not be liable for any representation or warranty express or implied, of any kind, at law or in equity, which may have been made or alleged to be made in any instrument or document relative hereto, or in any statement or information made or communicated to the Purchaser in any manner including any opinion, information, or advice which may have been provided to the Purchaser by the Vendors in connection with the Transaction Assets, the Assumed Liabilities or in relation to the Acquisition and Reorganization Transactions. For greater certainty, the Vendors do not make any representation or warranty, express or implied, of any kind, at law or in equity, with respect to:

- (a) the accuracy or completeness of the Data Room Information or any other data or information supplied by the Vendors or any of their Representatives in connection with the Transaction Assets, the Assumed Liabilities or the Acquisition and Reorganization Transactions;
- (b) the quality, condition, fitness, suitability, serviceability, or merchantability of any of the Transaction Assets; or,
- (b) the right, title, estate or interest of a Vendor in and to the Transaction Assets.

7.3 Purchaser's Representations and Warranties

The Purchaser hereby represents and warrants to and in favour of the Vendors that, as of the date of this Agreement and as of the Closing Date:

- (a) it is a valid and subsisting corporation under the laws of its jurisdiction of registration and is authorized to carry out business in the jurisdiction where the Transaction Assets are located or as otherwise required in connection with the Acquisition and Reorganization Transactions;

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- (b) it has taken all action and has full power and authority to enter into this Agreement and the other documents and agreements executed and delivered hereunder and it has taken all necessary action to consummate the Acquisition and Reorganization Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the Acquisition and Reorganization Transaction Orders are obtained and constitute Final Orders, this Agreement has been, and all documents and agreements to be executed and delivered by it at Closing pursuant to this Agreement shall be, duly executed and delivered by it, and upon execution by the Vendors and it, this Agreement constitutes, and all documents and agreements required to be executed and delivered by it at Closing will constitute legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditor's rights generally and the discretionary nature of equitable remedies and defences;
- (d) to its knowledge after due inquiry, and provided the Acquisition and Reorganization Transaction Orders are obtained, no authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Acquisition and Reorganization Transaction Assets is required by it or on its behalf for the due execution and delivery of this Agreement;
- (e) provided the Acquisition and Reorganization Transaction Orders are obtained, the consummation of the Acquisition and Reorganization Transactions will not constitute or result in a material violation, breach, or default by it under any provision of any agreement or instrument to which it is a party or by which is it bound or any judgment, law, decree, order, or ruling applicable to it;
- (f) it has not received notice of any Claims in existence, contemplated, pending or threatened against it seeking to prevent the consummation of the Acquisition and Reorganization Transactions;
- (g) it has sufficient funds available to it to enable it to pay to the Vendors in full that portion of the Purchase Price specified in Sections 3.4(d) and 3.4(g) as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) the Purchaser is purchasing the legal and beneficial interest in the Acquired Assets and is a registrant for the purposes of Part IX of the ETA and its registration number is 723397733 RT0001; and
- (i) the Purchaser is and will be on Closing a "Canadian" within the meaning of the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated at any time prior to Closing;

- (a) by mutual written agreement of the Vendors and the Purchaser;
- (b) by either the Vendors or the Purchaser pursuant to Sections 5.1, 5.2 or 5.3, as

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applicable; or

- (c) by the Vendors or the Purchaser if Closing has not occurred on or before April 16, 2021, unless such date is extended by the Parties in writing.

8.2 **Effect of Termination**

If this Agreement is terminated by the Vendors or the Purchaser as permitted under Section 8.1, Articles 9 and 10 and Section 11.10 shall remain in full force and effect following any such permitted termination.

ARTICLE 9 CONFIDENTIALITY, PUBLIC ANNOUNCEMENTS AND SIGNS

9.1 **Confidentiality**

Each Party agrees to keep in strict confidence subject to Section 9.2, all information regarding the terms of this Agreement and the Purchase Price and any information exchanged or received in connection with the performance of due diligence by the Purchaser prior to or after the date hereof (including due diligence conducted under or in connection with the Letter of Intent) or negotiation or drafting of this Agreement, provided that the Vendors and the Purchaser shall be entitled to disclose all information as may be required or desirable in connection with obtaining the Acquisition and Reorganization Transaction Orders, and the Purchaser shall be entitled to disclose all information to any Affiliate or that is required by its lenders or capital providers and to the extent permitted by the Confidentiality Agreement. If this Agreement is terminated, each Party upon request will promptly return to the other Party all documents, contracts, records or other information received by it that disclose or embody confidential information of the other Party.

In addition to the foregoing, the Purchaser and Vendors shall continue to be bound by the Confidentiality Agreement in accordance with the terms thereof.

9.2 **Public Announcements**

- (a) If a Party intends to issue a press release or other public disclosure of this Agreement, the terms hereof or the transactions contemplated herein, the disclosing Party shall provide the other Party with an advance copy of any such press release or other public disclosure with sufficient time to enable the other Parties to review such press release or other public disclosure and advise of any comments they may have with respect thereto.
- (b) Notwithstanding Section 9.1 or 9.2(a), a Party may release or provide information about the Acquisition and Reorganization Transactions insofar as is required by Applicable Law (including as may be required to obtain the Acquisition and Reorganization Transaction Orders) or stock exchange requirements applicable to the disclosing Party or its Affiliates; provided that such disclosing Party shall make reasonable commercial efforts to provide the other Party with the details of the nature and substance of such required disclosure as soon as practicable and in any event prior to such disclosure. A Party may provide information about the Acquisition and Reorganization Transactions to a bank or other financial institution to obtain financing on any required consent of the bank or other financial lender of such Party or any of its Affiliates. A Party may also disclose such information pertaining to this Agreement, including the identity of the Parties, insofar as is required to enable such Party to fulfil its obligations under this Agreement,

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including obtaining any approvals or consents to the Acquisition and Reorganization Transactions required from Governmental Authorities (including the Acquisition and Reorganization Transaction Orders) or Third Parties.

ARTICLE 10 GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law

This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and to the laws of Canada applicable therein.

10.2 Resolution of Disputes

- (a) Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Court, and waives any defences it might have regarding jurisdiction in any action or proceeding arising out of or relating to this Agreement or any ancillary agreement to which it is a Party, or for recognition or enforcement of any judgment in respect thereof, and each Party hereto hereby irrevocably and unconditionally agrees that all Claims in respect of any such action or proceeding may be heard and determined by the Court.
- (b) Each Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any ancillary agreement to which it is a Party in any court of competent jurisdiction in the Province of Alberta. Each of the Parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

ARTICLE 11 GENERAL

11.1 Obligations as Covenants

Each agreement and obligation of any of the Parties hereto in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

11.2 Currency

All reference to currency in this Agreement shall be deemed to be reference to Canadian dollars.

11.3 Invalidity

If any immaterial covenant, obligation, agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement or part thereof to any person, Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

11.4 Amendment of Agreement

No supplement, modification, waiver or termination of this Agreement (other than a termination permitted to be unilaterally made by the Vendors or Purchaser pursuant to the terms of this Agreement) shall be binding unless executed in writing by the Parties hereto in the same manner as the execution of this Agreement.

11.5 Time of the Essence

Time shall be of the essence of this Agreement.

11.6 Personal Information

The Purchaser covenants and agrees to use and disclose any personal information contained in any of the books, records, or files transferred to the Purchaser or otherwise obtained by the Purchaser in connection with the Acquisition and Reorganization Transactions only for those purposes for which it was initially collected from or in respect of the individual to which such information relates or as otherwise permitted or authorized by Applicable Law. The Purchaser's obligations set forth in this Section 11.6 shall survive the Closing Date indefinitely.

11.7 Assignment

- (a) Neither Party may assign their interest in or under this Agreement or to the Transaction Assets without the prior written consent of the other Party, which consent may be withheld in such other Party's sole and unfettered discretion.
- (b) No assignment, transfer, or other disposition of this Agreement or the Acquisition and Reorganization Transaction Assets or any portion of the Transaction Assets shall relieve the Purchaser from its obligations to the Vendors herein. The Vendors shall have the option to claim performance or payment of the obligations from the Purchaser or the assignee or transferee, and to bring proceedings in the event of default against either or all of them, provided that nothing herein shall entitle the Vendors to receive duplicate performance or payment of the same obligation.

11.8 Further Assurances

From time to time up to and until the Final Adjustment Date, as and when reasonably requested by a Party, each Party shall execute and deliver or cause to be executed and delivered all such documents and instruments and shall take or cause to be taken all such further or other actions to implement or give effect to the Acquisition and Reorganization Transactions, provided such documents, instruments, or actions are consistent with the provisions of this Agreement. All such further documents, instruments, or actions shall be delivered or taken at no additional consideration other than reimbursement of any expenses reasonably incurred by the Party providing such further documents or instruments or performing such further acts, by the Party at whose request such documents or instruments were delivered or acts performed.

11.9 Entire Agreement

This Agreement and any agreements, instruments and other documents herein contemplated to be entered into between, by or including the Parties hereto constitute the entire agreement between the Parties hereto pertaining to the agreement of purchase and sale provided for herein and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto, including the Letter of Intent, and there are no other warranties or representations and no other agreements between the Parties hereto in connection with the

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agreement of purchase and sale provided for herein except as specifically set forth in this Agreement or the schedules attached hereto.

11.10 **Costs**

Except as otherwise specified in this Agreement, each Party shall pay its respective costs incurred in connection with the preparation, negotiation, and execution of this Agreement and the consummation of the Acquisition and Reorganization Transactions, subject to Section 11.8 of this Agreement.

11.11 **Waiver**

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

11.12 **Merger**

Except as otherwise provided in this Agreement: (a) this Agreement shall merge with the closing of the Acquisition and Reorganization Transactions contemplated herein; and (b) no representations, warranties, covenants or agreements of either the Vendors or the Purchaser shall survive and all such representations, warranties, covenants, or agreements shall merge on Closing, unless otherwise indicated herein. This provision of this Section 11.12 shall survive and not merge on Closing.

11.13 **Notice**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed:

- (a) to the Vendors at:

JMB Crushing Systems Inc. and 2161889 Alberta Ltd.
PO Box 6977
Bonnyville, AB T9N 2H4

Email: blakeelyea@jmbcrush.com
Attention: Blake M. Elyea, CPA, CGA, CIRP, LIT
Chief Restructuring Advisor

with a copy to:

Sequeira Partners
520 5 Ave SW, #400
Calgary, AB T2P 3R7

Facsimile: 1-877-790-6172

Email: asequeira@sequeirapartners.com
Attention: Aroon Sequeira

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with a copy to:

FTI Consulting Canada Inc.
520 5 Ave SW, #400
Calgary, AB T2P 3R7

Facsimile: 1 403 232 6116
Email: Deryck.Helkaa@fticonsulting.com and
Tom.Powell@fticonsulting.com
Attention: Deryck Helkaa & Tom Powell

(b) to the Purchaser at:

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

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

with a copy to:

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

E-mail: tom.cumming@gowlingwlg.com
Attention: Tom Cumming

A Notice is deemed to be given and received (i) if sent by personal delivery, electronic mail or same-day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (Mountain time) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day if the delivery was made prior to 5:00 p.m. (local time in place of receipt) on such Business Day and otherwise on the next Business Day, or (iii) if sent by facsimile or email, on the Business Day of confirmation of transmission by the originating facsimile or email if such confirmation of transmission indicates that such facsimile or email was received prior to 5:00 p.m. (Mountain time) on a Business Day and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be assumed not to be changed. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

11.14 **Non-Business Days**

Whenever payments are required to be made or an action is required to be taken on a day which is not a Business Day, such payment shall be required to be made or such action shall be required to be taken on and not later than the next succeeding Business Day.

11.15 **Successors and Assigns**

All of the covenants and agreements in this Agreement shall be binding upon the Parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable

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by the Parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

11.16 **Monitor**

The Parties covenant and agree that neither the Monitor nor any of its Representatives shall have any personal or corporate liability of any kind whatsoever or howsoever arising to any Party under or in connection with this Agreement, the Amended Plan, the Acquisition and Reorganization Transaction Orders or the Acquisition and Reorganization Transactions or any requirements or matters in connection or otherwise related thereto.

11.17 **Electronic and Counterpart Execution**

All Parties agree that this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the Parties adopt any signatures received by email or other electronic delivery as original signatures of the Parties, provided, however, that any Party providing its signature in such manner shall promptly forward to the other Party an original of the signed copy of this agreement which was so electronically delivered.

[Remainder of Page Intentionally Blank]

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IN WITNESS WHEREOF the Parties have duly executed this Agreement as evidenced by their properly authorized officers as of the day and year first above written.

MANTLE MATERIALS GROUP, LTD.

Per:

Name: Byron Levkulich Title: Director

Name: Aaron Patsch Title: Director

JMB CRUSHING SYSTEMS INC.

Per:

Name: Blake Elyea Title: Chief Restructuring Advisor

2161889 ALBERTA LTD.

Per:

Name: Blake Elyea Title: Chief Restructuring Advisor

**SCHEDULE A
PURCHASE PRICE AND RETAINED VALUE ALLOCATION**

(as of March 3, 2021 and subject to Sections 3.2, 3.4 and 3.5)

1. Allocation of Purchase Price

JMB Mantle		Amount
(a)	Assigned Contracts	
(b)	Aggregate Pit Agreements	
(b)	JMB Active Royalty Agreements	
(c)	Permits, Books and Records, Miscellaneous Assets	
	Purchase Price	

2. Allocation of Retained Value

JMB	
(a)	Tranche B Inventory of JMB
(b)	Contracts included in JMB Retained Assets
(c)	Reclamation 05.22a-4023 EP

(e)(d)	Atlas Shares
(e)(e)	JMB Equipment
	Fiera Equipment
	JMB Equipment other than Fiera Equipment
(e)(f)	Aggregate Pit Agreements
	JMB Royalty Registrations
	JMB Dispositions
	Reclamation Obligations in respect of JMB Dispositions Inactive Royalty Lands
(e)(g)	JMB Real Property
(f)(h)	JMB Royalty Registrations associated with JMB In
(e)(i)	Permits, Books and Records, Miscellaneous Asset
Total JMB Retained Value	
216	
(a)	Tranche A Inventory
(b)	Tranche B Inventory of 216
(c)	Aggregate Pit Agreements
	216 Dispositions
Total 216 Retained Value	
	Reclamation Costs associated with 216 Dispositions
Aggregate Retained Value	

3. Payment of Purchase Price for Acquired Assets

Purchase Price		
Less:	Cash payable on Closing Less: <u>Assumed</u> Source Deductions Less: accrued vacation pay <u>Assumed Accrued Vacation Pay</u> Plus: Tranche A Inventory Subtotal:	
Less:	Deposit	
Less:	Cure Costs	
Less:	<u>Assumption of CWB Loan Documents</u>	
Less:	<u>Assumption of Reclamation Obligations</u>	
Less:	<u>Assumption of CARC Note</u>	
Less:	<u>Assumption of Source Deductions</u>	
Less:	<u>Assumption of Accrued Vacation Pay</u>	
Less:	<u>Assumption of Enterprise Contract</u>	
Less:	Assumed Fiera Debt applied to Purchase Price	

4. Retention of ATB Assumed Debt and that portion of Fiera Assumed Debt not applied to Purchase Price:

Fiera Assumed Debt	Total Fiera Assumed Debt		
		Less:	
		Fiera Assumed Debt applied to Purchase Price	
	Fiera Assumed Debt allocated to Retained Value		
ATB Assumed Debt	ATB Assumed Debt allocated to Retained Value		
Total Retained Value			

**SCHEDULE B
AGGREGATE PIT AGREEMENTS**

1. 216 Dispositions

- (a) Surface Material Lease No. 080085 in favour of 216 dated April 26, 2012 in respect of Aggregate Pit JLG 3 located within NW-12-63-19 W4M and SW-13-63-19 W4M.
- (b) Surface Material Lease No. 100085 in favour of 216 dated June 24, 2016 in respect of Aggregate Pit JLG 4 located within NE-12-63-19 W4M and NW-12-63-19 W4M.
- (c) Surface Material Lease No. 110025 in favour of 216 dated February 11, 2014 in respect of Aggregate Pit JLG 5 located within NE-11-61-18 W4M.
- (d) Surface Material Lease No. 110026 in favour of 216 dated April 11, 2012 in respect of Aggregate Pit JLG 6 located within SE-11-61-18 W4M.
- (e) Surface Material Lease No. 110045 in favour of 216 dated March 18, 2015 in respect of Aggregate Pit JLG 7 located within SE-15-61-18 W4M and NE-15-61-18 W4M.
- (f) Surface Material Lease No. 110046 in favour of 216 dated March 18, 2015 in respect of Aggregate Pit JLG 8 located within NE-15-61-18 W4M and NW-15-61-18 W4M.
- (g) Surface Material Lease No. 120006 in favour of 216 dated October 5, 2017 in respect of Aggregate Pit JLG 11 located within NW-14-61-18 W4M.
- (h) Surface Material Lease No. 120100 in favour of 216 dated October 5, 2017 in respect of Aggregate Pit JLG 12 located within SE-21-61-18 W4M.
- (i) Surface Material Lease No. 110047 in favour of 216 located within SE-15-61-18 W4M, SW-15-61-18 W4M, and NW-15-61-18 W4M.
- (j) Surface Material Lease No. 120005 in favour of 216 located within SW-14-61-18 W4M and NW-14-61-18 W4M.
- (k) Surface Material Lease No. 060060 in favour of 216 located within SW-13-65-18-W4M.
- (l) Department Licence of Occupation 170011 in favour of 216 located within SE-13-65-18-W4M and SW-13-65-18-W4M.

2. JMB Dispositions

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- (a) Surface Material Lease No. 120027 in favour of JMB located within SW-30-63-08-W4M.
- (b) Surface Material Lease No. 930040 in favour of JMB located within SE-23-61-07-W4M.
- (c) Surface Material Lease 980116 in favour of JMB located within SW-21-63-12-W4M.
- (d) Department Miscellaneous Lease 120032 in favour of JMB located within NW-20-74-8-W4M.
- (e) Surface Materials Exploration 150106 in favour of JMB located within SW-26-75-11-W4M, SE-34-75-11-W4M, NW-23-75-11-W4M, NE-27-75-11-W4M, SW-35-75-11-W4M, and NW-26-75-11-W4M.
- (f) Surface Materials Exploration 200009 in favour of JMB located within NE-30-81-6-W4M, NE-31-81-6-W4M, SE-31-81-6-W4M, and SW-31-81-6-W4M.

3. **JMB Active Royalty Agreements**

- (a) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge Canada Inc. ("**Lafarge**") in respect of the Aggregate Pit referred to as Moose River for which Lafarge has a surface material lease identified as SML 100043 located at SW-35-61-7-W4M and having 18.46 acres.
- (b) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge in respect of the Aggregate Pit referred to as Oberg for which Lafarge had registration number 15215-01-01 located on lands described as SE-5-62-7-W4 and having 159.88 acres.
- (c) Royalty Agreement made as of October 29, 2018 between JMB and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4, which Aggregate Pit is registered under the EPEA as registration no. 308161-00-00.
- (d) Royalty Agreement made as of November 8, 2018 between Helen Havener, Gail Havener and JMB in respect of the Aggregate Pit located at NW 16-56-7-W4M, which Aggregate Pit is registered under the EPEA as registration no. 17395-01-00.
- (e) Royalty Agreement made as of February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

4. **JMB Inactive Royalty Agreements**

- (a) Royalty Agreement made as of December 31, 2018 between JMB and 302016 Alberta Limited, care of Rose Short, in respect of the Aggregate Pit located at NE-24-56-7-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 15048-03-02.
- (b) Royalty Agreement made as of January 7, 2020 between Ron and Rita Kucy, Ron and Vonda Hoye, and JMB in respect of an Aggregate Pit located at SW 15-57-14-W4, in respect of which JMB will continue to hold JMB Royalty Registration no.

306490-00-00.

- (c) Royalty Agreement made as of October 27, 2019 between Allan K MacDonald and JMB in respect of an Aggregate Pit located at SW 34-56-7-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 293051-00-00.
- (d) Royalty Agreement made as of September 30, 2018 between Doug Megley and JMB in respect of an Aggregate Pit located at SE-35-58-16-W4M, in respect of which JMB will continue to hold JMB Royalty Registration no. 149949-00-00.
- (e) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed Okane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4 and NE 10-57-6-W4, in respect of which JMB will continue to hold JMB Royalty Registration no. 263318-00-00.

SCHEDULE C
ASSIGNED CONTRACTS

2.9

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1. Fiera Loan Agreements and Fiera Loan and Security Documents;
2. ATB Loan and Security Documents;
3. Commitment Letter dated January 8, 2018 between Canadian Western Bank and 216, as amended, together with all cash collateral security delivered in connection therewith and the rights of the Vendors in respect of the letters of credit issued by Canadian Western Bank thereunder, including:
 - (a) the letter of credit in the amount of [REDACTED] ~~issued in connection with the 216~~ [issued in connection with the 216](#)
Disposition identified as SML 080085;
 - (b) the letter of credit in the amount of [REDACTED] ~~issued in connection with the 216~~ [issued in connection with the 216](#)
Disposition identified as SML 100085; issued in connection with the 216
 - (c) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 110025;
 - (d) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 110026;
 - (e) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 110045;
 - (f) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 110046;
 - (g) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 120006;
 - (h) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 120100;
 - (i) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 110047;
 - (j) the letter of credit in the amount of [REDACTED] issued in connection with the 216
Disposition identified as SML 120005; and
 - (k) the letter of credit in the amount of [REDACTED]
Disposition identified as SML 060060;

(such Commitment Letter, security, letters of credit and other documentation contemplated thereby being collectively referred to as the "**CWB Agreement**");

4. Contracts granting a licence or other right to use the Axon software, the ISNetworld software and the software provided by ComplyWorks Ltd.;
5. Non-competition agreement dated March 22, 2019 between 541466 Alberta Ltd., Lisa

Ball, Gordon Ball, and JMB:

6. [Master Equity Vehicle Lease Agreement dated August 23, 2019 between Enterprise Fleet Management Canada, Inc. and JMB, together with Open – End \(Equity\) Lease Schedule in respect of 2019 Ford, Model F-150, Series XLT 4x4 SuperCrew Cab Styleside 6.5, 1FTFW1E52KFC66669.](#)

SCHEDULE D
FIERA EQUIPMENT

4

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Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2001	Travco		5-Unit Wellsite Camp each unit 12' x 56'	1256110534, 1256110533, 1256110532, 1256110531, 1256110530
2007	Bold Developments		12' x 56' Wellsite	T06-012
2007	Arctic		10' x 30' Tri-Axle Wellsite Trailer	2GRTV30T975073015
2007	Arctic		10' x 30' Tri-Axle Wellsite Trailer	2GRTN30T075070316
2007	Britco		12' x 62' 6-Sleeper Wellsite	07066-3
2007	Britco		12' x 62' 6-Sleeper Wellsite	07066-8
2007	Britco		12' x 62' 6-Sleeper Wellsite	07066-9
2015	Stratis		2,500 Gallon Water Storage Tank	SOSWS035
2014	Komatsu	HM400-3	44 ton Off-Highway Articulated Dump Truck	3384
2014	Komatsu	HM400-3	44 ton Off-Highway Articulated Dump Truck	3578
2014	Komatsu	HM400-3	44 ton Off-Highway Articulated Dump Truck	3420
2006	Volvo	L180E	Articulated Wheel Loader	L180EV8273
2008	Caterpillar	988H	Articulated Wheel Loader	CAT0988HCBXY02382
2006	Volvo	L180E	Articulated Wheel Loader	L180EV8379
1999	Komatsu	WA450-3	Articulated Wheel Loader	53372
2012	Caterpillar	988H	Articulated Wheel Loader	CAT0988HABXY05172
2012	Caterpillar	246C	Skid Steer Loader	CAT0246CJJAY07005
2012	Caterpillar	246C	Skid Steer Loader	CAT0246CVJAY08691
2013	Volvo	L220G	Articulated Wheel Loader	VCEL220GC00012444
2013	Volvo	L220G	Articulated Wheel Loader	VCEL220GA00012852
2009	Volvo	L220F	Articulated Wheel Loader	VCEL220FP00006937
2004	Caterpillar	D6N LGP	Crawler Dozer	ALY01814
2005	Daewoo	Solar 470LC-V	Crawler Excavator	1357
1996	Hitachi	EX55UR	Mini Crawler Excavator	1BG-02075
2012	Caterpillar	345D	Crawler Excavator	CAT0345DJEEH01226
2009	Caterpillar	160M	Motor Grader	CAT0160MAB9E00358
2001	Toyota	7FGU30	6,000 lb LP Gas Lift Truck	61607
2001	Caterpillar	535B	Grapple Skidder	AAE00408
1996	Grizzly	250-5	250 kw Diesel Generator	
2014	Wacker	G100	80 kw Generator	20278208
	Ingersoll-Rand		20 kw Portable Light Tower	
2006	Terex Amida	AL5200D-4MH	20 kw Portable Light Tower	G0F-24939
2014	Wacker	LTW20	20 kw Portable Light Tower	20239723
2014	Wacker	LTW20	20 kw Portable Light Tower	20239727
2014	Wacker	LTW20	20 kw Portable Light Tower	20241937
	Frontier	PT4000K	20 kw Portable Light Tower	PTS2002-33
2006	Ingersoll-Rand		6 kw Portable Light Tower	372495UFQC13
2004	Precision		95 ton Truck Scale	
2015	Precision		100 ton Truck Scale	15-589
1980	Midland		48' Tandem Axle Van Trailer	2ATD10186AM110007
1979	Fruehauf	FP9F1271	28' Single Axle Van Trailer	DXV180718
1999	Manac	Super B	Tri-Axle Tool Van Trailer	2M5931033X1062925
2004	Detroit Diesel	Series 60	Diesel Generator	6R753345
1998	Stamford		60 kw Portable Diesel Generator	E980749726
2004	Elrus	25YD3 SB	25-Cubic Yard Portable Surge Bin	M3461ER04SB
2008	Kolberg-Pioneer	L3-36125	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	407136
2006	Powerscreen		36" x 80' Portable Folding Stacking Belt Conveyor	6002232
2008	Kolberg-Pioneer		36" x 70' Portable Belt Conveyor	408560
2004	Elrus		36" x 60' Portable Belt Conveyor	M3445ER04PC

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2004	Elrus	36X60FT-PC	36" x 60' Portable Belt Conveyor	M3446ER04PC
	Thor	T150-8	150' Portable Telescopic Radial Stacking Belt Conveyor	1846
	Tyalta		42" x 60' Portable Belt Conveyor	144260350
2010	CEC		30" x 60' Portable Belt Conveyor	30600606-J
			36" x 40' Portable Belt Conveyor	36400706-J
2004	Elrus	6X20-3D SC	6' x 20' Portable Screen Plant	M3499ER04SP
2008	Clemro Industries, Ltd.		Portable Jaw Crusher	1498-4127
2011	Clemro Industries, Ltd.		Portable Low Profile Belt Feeder	1679-4599
			15,000 liter Fuel Tank	
	Westeel		15,000 Gallon Fuel Tank	641500334
	Westeel		1,000 Gallon Double-Walled Steel Fuel Tank	671301089
	Westeel		1,000 Gallon Double-Walled Steel Fuel Tank	671502620
		TH5G00	2,200 liter Double-Walled Steel Fuel Tank	
		TH5G00	2,200 liter Double-Walled Steel Fuel Tank	
2008	Dodge	Ram 2500HD	Mega Cab Flatbed Truck	3D7KS29D78G155808
2008	Ford	F350 Super Duty XL	Crew Cab Flatbed Truck	1FTWW31568ED84921
2008	Ford	F350 Super Duty XLT	Crew Cab Flatbed Truck	1FTWW31598EE44965
2012	Ford	F250 Super Duty XLT	Crew Cab Pickup Truck	1FT7W2B69CEB71377
2012	Ford	F250 Super Duty XLT	Crew Cab Pickup Truck	1FT7W2B61CEB76184
2012	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF2CFA97764
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEA94375
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEB56034
2008	Peterbilt	367	Tri-Drive Conventional Tractor	1NPTX4EX48D737575
2009	Peterbilt	367	Tandem Axle Dump Truck	1NP4L40X19D778993
2009	Kenworth	T800	Tri-Drive Dump Truck	1XKDP40X49R941482
2009	Peterbilt	367	Tri-Drive Conventional Tractor	1XPTP40X79D789572
2013	Peterbilt	337	Single Axle Mechanics Truck	2NP2HN8X1DM205263
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X6FD284564
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X8FD284565
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X9FD284566
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X1FD284567
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X3FD284568
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X5FD284569
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X1FD284570
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X3FD284571
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X5FD284572
2015	Peterbilt	567	Tandem Axle Conventional Tractor	1XP0X0X7FD284573
2013	Peterbilt	367	Tri-Drive Winch Tractor	1XPTP4TX9DD184358
1997	Freightliner	FL60	Single Axle Service Truck	1FV6GJBA0VHH80602
2014	Peterbilt	348	Tandem Axle Water Truck	2NP3LJ0X2EM242007
1996	Arrow		Tandem Axle Jeep	259CSCB2XT1073252
1994	Arnes		Tandem Axle 16-Wheel Jeep	AR804203
2000	Decap	Super B	Tri-Axle Lead Belly Dump Trailer	2D9D54C37YL017498
2000	Decap	Super B	Tandem Axle Pup Belly Dump Trailer	2D9DS2B31YL017499
2006	Arnes		Quad-Axle End Dump Pup Trailer	2A92142466A003242
2006	Decap	Super B	Tri-Axle Lead Belly Dump Trailer	2D9DS4C476L017782
2006	Decap	Super B	Tandem Axle Pup Belly Dump Trailer	2D9DS2B31YL017783
2006	Decap	Super B	Tri-Axle Lead Belly Dump Trailer	2D9DS4C406L017784

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2006	Isuzu	20 kw	Diesel Generator	198196/X06D170482
2007	Dodge	3500HD	Diesel Pickup (not running)	3D7MX48A27G781634
2012	Ford	F150	XL T Pick up Truck	1FTFW1 EF0CFA97763
1997	Great Dane		Power Van plus Tower (Serial Number M3243ER03CT)	1GRAA0625VB117102
2004	Detroit		Series 60 Generator	06R0753345
2008	Kolberg- Pioneer	L3-36125	125' Conveyor	407136
1999	Elrus	2434	125' radial stacking belt conveyor	ER99PC1524 M#2434
			Misc spare crusher parts	
1996	Arrow		Jeep	2L9CSCB2XT1078252
2015	Ames		End Dump Trailer (Trombone 375)	2A9074131FA003583
2015	Ames		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Ames		Tri-Axle End Dump Trailer	2A9073733FA003599

SCHEDULE E EXCLUDED DISPOSED ASSETS

1. Fiera Eastside Equipment

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2010	John Deere	844K	Articulated Wheel Loader	1DW844KX627428
2013	Volvo	L180G	Articulated Wheel Loader	VCEL180GC00022042
2006	Volvo	EC330B LC	Crawler Excavator	EC330V10699
2012	Caterpillar	345D	Crawler Excavator	CAT0345DJRAJ00435
	Precision	10'x80' Survivor Truck Scale	100 ton Scale Indicator	Scale s/n 3842 Indicator s/n 1479500073
2005	Fintec	542 5x12	Tracked Feeder Screen Plant	2005542575
	Bobcat	225	Engine Driven Welder	
2008	Caterpillar		Generator APS800	5EF2GC3008B772456

2. Fiera Disposed Equipment

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2004	Elrus	H4800	Portable Cone Crusher	M3314ER04CC
2008	Kolberg-Pioneer	33-36150 SuperStacker	36" x 150' Portable Telescopic Radial Stacking Belt Conveyor	409329
2014	Global	6GSTAP	6" Trash Pump	1496808
1997	Great Dane	7911TJW-53	53' Tandem Axle Control Van Trailer	1GRAA0625VB117102
1999	Elrus	2434	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	ER99PC1524
2012	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0CFA97763
2015	Ames		Tri-Axle End Dump Trailer	2A9073731FA003598
2015	Ames		Tri-Axle End Dump Trailer	2A9073730FA003575
2015	Ames		Tri-Axle End Dump Trailer	2A9073738FA003596
2015	Ames		Tri-Axle End Dump Trailer	2A907373XFA003597
2013	Ames		40 ton Tri-Axle Scissor Neck Lowboy Trailer	2A9125335DA003461
2015	Ames		50 ton Tri-Axle Lowboy Trailer	2A9105630FA003016
2007	Dodge	Ram 3500HD	Quad Cab Pickup Truck	3D7MX48A27G781634
2006	Isuzu	20-kw	Diesel Generator	198196/X06D170482
1998	Caterpillar	D8R	Crawler Dozer	7XM02813
2008	Kolberg-Pioneer	33-36150 SuperStacker	36"x150' Portable Radial Stacking Telescopic Belt Conveyor	409329
2010	Kolberg-Pioneer	47-3670S	36"x70' Portable Belt Conveyor	410244
2010	Kolberg-Pioneer		36"x70' Portable Belt Conveyor	410245

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2010	Kolberg-Pioneer		36"x70' Portable Stacking Belt Conveyor	410246
2009	Wabash		Tri-Axle Control Van Trailer	1JJV533W99L314662
2013	MTU Onsite Energy	DP550D65-AH1484	550-kW Diesel Generator	366258101013
	Global	6GSTAP	6" Trash Pump - Diesel	S/N:1496808 VIN:1G9BT1314ED419162
			Initial Supplies to build splitter bin	
1999	Red Deer Industries		Dozer Trap Feeder	RDIBF099000010
2001	Svedala	H-6000 Hydrocone	M2808 Portable Cone Crusher, S/N:SW5873, mounted on Elrus Mode CH660-E00002029 Tri-Axle Carrier	M2765ER01CC
2007	Western Star		Winch tractor and deck 4900SA, Tri-Drive	5KKXAM0067PX64941
2014	Tyalta		60' Transfer belt conveyor	144260350
2011	Clemro		Portable screen plant 7X20-3D	1681-4600
2006	Fabtec		Portable screen plant 6x20	P620332506
2013	Peterbilt		Winch tractor 367, Tandem	1XPTD40X6DD197601
2008	Kenworth	T800	Tandem dump truck (not running)	1NKDL40X88J936319
2007	International Mechanic		truck 4200 SBA	1HTMPAFM67H406957
2008	Kenworth	T800	Tandem dump truck	1NKDL40X68J936318
2008	Caterpillar		Generator APS800	
2007	Dodge	3500HD	Diesel Pickup (not running)	
2012	Ford	F150	XL T Pick up Truck	1FTFW1EF0CFA07763
1997	Great Dane		Power Van plus Tower (Serial Number M3243ER03CT)	1GRAA0625VB117102
2004	Detroit		Series 60 Generator	06R0753345
2011	Kolberg-Pioneer	L3-36125	125' Conveyor	407139
1999	Elrus	2434	125' radial stacking belt conveyor	ER99PC1524 M#2434
			Misc spare crusher parts	
1996	Arrow		Jeep	2L9CSCB2XT1078252
2015	Ames		End Dump Trailer (Trombone 375)	2A9074131FA003583
2015	Ames		End Dump Trailer	2A9073738FA00359
2015	Ames		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Ames		Tri-Axle End Dump Trailer	2A9073733FA003599

3. PMSI Property

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Company	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF3FFC07984
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF7FFC07986
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0FFC07988
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF9FFC07990
	2015	Ford	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0FFC07991
Ford Credit Canada Leasing, Division of Canadian Road Leasing Company	2016	Ford	F250 Super Duty XLT	Crew Cab Pickup Truck	1FT7W2B66GEB46457
	2018	Ford	F150		1FTEW1EG7JFC34831
	2019	Ford	F150		1FTFW1E53KFA45940
Ford Credit Canada Limited	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EFXGFC63082
Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre	2012	SmithCo	Super B	Tri-Axle Lead Side Dump Trailer	1S9SS3735CL476517
	2012	SmithCo	Super B	Tandem Axle Pup Side Dump Trailer	1S9SS2929CL476518
	2018	Elrus		6" x 20" Deck Screen	M7102ERC18SC
	2012	Elrus	HD2054	Portable Jaw Crusher	M6028ERC12CJS
	2002	Elrus	M2943 2236	Portable Jaw Crusher	M7132ERC13CC

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Caterpillar Financial Services Limited	2015	Caterpillar	972M XE	Articulated Wheel Loader	CAT0972MKEDW00340
	2016	Caterpillar	980M	Wheel Loader	CAT0980MCKRS01308
	2012	Caterpillar	D8T	Crawler Dozer	CAT00D8TEMLN01555
	2014	Caterpillar	246D	Skid Steer Loader	CAT0246DLBYF00587
	2016	Caterpillar	246D	Skid Steer Loader	CAT0246DTBYF02460
VFS Canada Inc.	2017	Volvo	L220H	Wheel Loader	VCEL220HL00002736
TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	817775
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847651
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847652
Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847655
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847656
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847657
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847658
	2015	Terex Cedarapids	6203	6' x 20' Portable Screening Plant	TRX620HSCOKFK0807
	2014	AMI	Thunderbird II 3054JVE	Electric Portable Jaw Plan with Switchgear	2807-14
	2014	CR		30" x 54" Jaw Crusher	TRXJ3054COKEE0657
	2014	AMI	C04521	50" x 20" VGF	2806-14
Komatsu International (Canada) Inc.	2013	Komatsu	WA470-7	Articulated Wheel Loader	10123
	2019	Komatsu	WA500-8	Wheel Loader	A96809
	2019	Komatsu	PC490LC-11	Crawler Excavator	A42247
		Hensley		7.5 CY Spade Nose Bucket	85680
Bank of Montreal				Wheel Loader C/W 5.5 CYD GP Bucket	
	2015	AMI	380C6203CC-D06319	Portable Cone Crusher	2836-15
	2015	AMI	CRC380X	CC Plant	
			MVP380X	Terex Rollercone Crusher	TRRXR380EOKEL0708
Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
			LJ-TSV6203-32	Terex Screen	TRXV6203TDUEG1886
	2018	Midland	TW3000	TR045 - Side Dump Trailer	2MFB2R5D9JR008909
	2016	Midland	TW2500	TR046 - Side Dump Trailer	2MFB2R5C0GR008281
	2018	Midland	TW2500	TR047 - Side Dump Trailer	2MFB2R5C0JR008840
	2019	Midland	TW3000	TR048 - Side Dump Trailer	
	2019	Midland	TW2500	TR049 - Side Dump Trailer -	
	2019	Midland	TW3000	TR050 - Side Dump Trailer -	
	2019	Midland	TW2500	TR051 - Side Dump Trailer -	
	2019	Midland	TW3000	TR052 - Side Dump Trailer -	
	2019	Midland	TW2500	TR053 - Side Dump Trailer -	
	2019	Midland	TW3000	TR054 - Side Dump Trailer -	
	2019	Arnes	Quad Wagon	TR055 - Trailer	
	2019	Arnes	Quad Wagon	TR056 - Trailer	
	2019	Arnes	Quad Wagon	TR057 - Trailer	
	2019	Arnes	Quad Wagon	TR058 - Trailer	
	2019	Arnes	Quad Wagon	TR059 - Trailer	
	2019	Peterbilt	567 Tandem	TT027 - Truck tractor	
2019	Peterbilt	567 Tandem	TT028 - Truck tractor		

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	2019	Peterbilt	567 Tandem	TT029 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT030 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT031 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT032 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT033 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT034 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT035 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT036 - Truck tractor	
	2015	AMI	LJ-TSV 6203-32	Trailer	TRXV6203TDUEG1886

SCHEDULE F PERMITTED ENCUMBRANCES

1. Subject to the Amended SAVO and Amended RVO, the terms and conditions of the Contracts and Aggregate Pit Agreements included in the Transaction Assets, including any depth limitations or similar limitations that may be set forth therein and any liens or security interests reserved therein for royalty, bonus or rental, or for compliance with the terms thereof;
2. Inchoate Liens attaching to Transaction Assets incurred or created as security in favour of any Person with respect to a Vendor's share of costs and expenses for the extraction, processing or hauling of Aggregates which are not due or delinquent as of are adjusted to the date of Closing;
3. Defects or irregularities of title to Transaction Assets which are waived by the Purchaser;
4. Easements, rights of way, servitudes or other similar rights on, over, or in respect of any of the Transaction Assets, including rights of way for highways and other roads, railways, sewers, drains, pipelines, gas or water mains, power, telephone or cable television towers, poles and wires;
5. Applicable Laws and any rights reserved to or vested in any Government Authority to levy taxes, require periodic payment of rentals, fees or other amounts or otherwise to control or regulate any of the Transaction Assets in any manner, including any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Transaction Assets in any manner including to purchase, condemn, expropriate, or recapture any Transaction Assets;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Transaction Assets or interests therein;
7. Liens granted in the ordinary course of business to a public utility, municipality or governmental authority respecting operations pertaining to any of the Transaction Assets for which any required payments are not delinquent or are adjusted as of the Closing;
8. Undetermined or inchoate securing taxes not yet due and payable that are adjusted as of the Closing;
9. Security Interests in favour of ATB against the Tranche B Inventory and the JMB Real Property;
10. Security Interests in favour of Fiera against the Transaction Assets; and
11. Security Interests in favour of Canadian Western Bank under and pursuant to its CWR Agreement.

**SCHEDULE G
ACQUIRED TRANCHE B INVENTORY**

Category

- 1 - Sand
- 2 - GBC (Granular Base Course)
- 4 - Traffic
- 5 - Rock/other 6 - Granular fill

Location	Product	Category	Volume (tonnes)
Buksa Pit Elk Point	Armour Rock	5	5,627
Buksa Pit Elk Point	Des 5 Class 10A	1	32,067
Havener Pit Elk Point	10mm Natural Fines	5	171,149
Havener Pit Elk Point	Des 5 Class 10A	1	219,372
Havener Pit Elk Point	Des 4 Class 20	4	1,000
Havener Pit Elk Point	Armour Rock	5	4,014
Hoye/Kucy Pit	Des 4 Class 40	4	1,500
JMB Pit NW 35-56-6 W4M	Armour Rock	5	8,055
JMB Yard NW 20-61-5 W4M	Des 6 Class 80	6	1,000
JMB Yard NW 20-61-5 W4M	40mm rock	5	74
JMB Yard NW 20-61-5 W4M	Des 2 Class 20	2	4,664
JMB Yard NW 20-61-5 W4M	Des 2 Class 40	2	1,889
JMB Yard NW 20-61-5 W4M	Des 4 Class 20	4	1,772
JMB Yard NW 20-61-5 W4M	Des 2 Class 25	2	4,265
MacDonald Pit	Des 4 Class 20	4	8,500
MacDonald Pit	10mm Natural Fines	5	3,000
MacDonald Pit	12.5mm ACP material	5	4,492
MacDonald Pit	Des 5 Class 10A	1	20,000
MacDonald Pit	Armour Rock	5	6,000
MacDonald Pit	Des 2 Class 20	2	1,000
Megley Pit	10mm ACP material	5	1,390
Megley Pit	12.5mm ACP material	5	1,000
Megley Pit	Des 4 Class 20	4	1,000
Megley Pit	Des 5 Class 10A	1	214,904
O'Kane Pit	Des 5 Class 10A	1	85,684
Shankowski Pit Elk Point	14mm Pea Gravel	5	4,415
Shankowski Pit Elk Point	Des 5 Class 10A	1	257,904
SML110045 JLG 7 - Smokey Lake	FA1 Unwashed screened	1	57,968
SML110045 JLG 7 - Smokey Lake	8mm screened winter sand	1	75,000
SML110045 JLG 7 - Smokey Lake	FA1 Washed screened	1	500
SML110045 JLG 7 - Smokey Lake	FA1 Concrete Course	1	500
SML110045 JLG 7 - Smokey Lake	Natural Washed Weeping Tile	2	200
SML110047 JLG 9 - Smokey Lake	Des 5 Class 10A	1	77,324
SML120005 JLG 10 - Smokey Lake	Des 4 Class 40	4	10,756
SML120005 JLG 10 - Smokey Lake	Des 5 Class 10A	1	1,026,524
SML120005 JLG 10 - Smokey Lake	Des 4 Class 20	4	600
SML120005 JLG 10 - Smokey Lake	Des 2 Class 20	2	500
SML120005 JLG 10 - Smokey Lake	Des 3 Class 12.5C	5	300
Total:			2,315,909

**SCHEDULE H
INTERIM PROJECT MANAGEMENT AGREEMENT**

**SCHEDULE I
REJECTED CONTRACTS**

1. Edmonton Lease.
2. Kalinko Operating Agreement.
3. Royalty Agreement dated as of April 25, 2019 between Dale Glen Duniece and Brockenrock Contracting Ltd. in respect of SML 070045 and DLO 090247.
4. Royalty Agreement dated as of April 25, 2019 between Ashley Duniece and Brockenrock Contracting Ltd. in respect of SML 070048, NW 35-76-25-W4, DLO 090246, DLO 091542 and DLO 101031.
5. Letter of intent dated October 16, 2018 between Bigstone Cree Nation and JMB.
6. Letter agreement dated February 7, 2020 between Carmacks Enterprises Ltd. and JMB.
7. Any Contract between Peter Anton and a Vendor.
8. Any Contract between a PMSI Holder and a Vendor in respect of PMSI Property.

SCHEDULE J
LIQUIDATED, INVOICED EXCLUDED LIABILITIES

Payables Vested into ResidualCo as of January 31, 2021	
Vendor	Amount
1233498 AB Ltd. Lakeland Health Care	
1360706 AB Ltd. o/a BSB Transport	
1387225 AB Ltd o/a Kabir Holdings	
1577248 AB Ltd o/a Sadhu Trucking	
1679698 Alberta Inc. O/A Big Rig Rags	
1682106 Alberta Ltd. - Edm. Office Cleaner	
1682562 Alberta Ltd.	
1739602 Alberta Ltd o/a Brite-Lite Pilot Truck	
1859694 Alberta Ltd. o/a Greggers Oilfield	
49 North Geospatial	
541466 AB Ltd.	
625039 Alberta Ltd.	
925646 Alberta Ltd. o/a Get Trash'd -Tank'd H2O - Tank'd No2	
945441 Alberta Ltd.	
Accurate Scale Industries Ltd.	
Acuvec Geospatial	
AG Ross Operating Committee	
Air Liquide	
Alberta Sand and Gravel Association	
All Type Electric Inc.	
Allan K. MacDonald	
AL's Contracting A Division of 848875 Alberta Ltd.	
Amar Trucking Ltd.	
American Express Card	
Arjun Transport Ltd.	
Astec Safety Bonnyville	
Astracom Canada	
ATB	
Athabasca Oilsands	
Avant Garde Technology Inc.	
Axon Development Corporation	
Azad Transport Ltd.	
Azad Trucking Ltd.	
B & R Eckel's Transport Ltd	
Babiuk Trucking Ltd.	
Basin Environmental Ltd.	
BDI Canada Inc.	
Bell Mobility	
Bell Mobility DBA Bell Distribution	
Bennett Jones LLP	
Blake, Cassels & Graydon LLP	
BMO Transportation Finance	
Bonnyville Water Conditioning Ltd.	
Bonnyville Welding Ltd.	
Border Solutions Law Group	
Bosch Hydraulic Connections Ltd.	
Brazilian Canadian Coffee (Alberta) Inc.	
Brokenrock Contracting Ltd.	
Brydon Trucking & Picker Service Ltd.	
Budget Landscaping & Contracting	
Bumper to Bumper Hanna	
Canadian Surveyors Ltd.	
Canalta Hotel	
CannAmm Limited Partnership	
Carmacks Enterprises Ltd.	
CAT Commercial Revolving Card	
Caterpillar Financial	
Vendor	Amount
Caterpillar Financial Services Limited	

SCHEDULE J

CERA Contracting	
Certified Laboratories	
Charette Pell Poscente Environmental Corp.	
Chieftain Equipment Ltd.	
CN Customs Brokerage Services (USA) Inc	
County of St. Paul	
County of St. Paul No. 19	
CRA voluntary disclosure	
Craigmyle Oilfield Services Ltd.	
Danny's Picker Service Ltd.	
DB Kidd Transport	
DEX Consulting Inc.	
Digital Connection Inc.	
Direct Drug Testing	
Direct Energy Regulated Services	
DLA Piper (Canada) LLP	
Doug Megley	
Ducharme Motors Ltd.	
Edmonton Kenworth Ltd	
Edward O'Kane Estate	
ELRUS INC.	
EPCOR	
Ernst & Young Inc.	
Fiera	
Finning Cat	
Flashpoint Electric Inc.	
Ford Credit	
Fountain Tire	
Francotyp-Postalia Canada Inc.	
Gail Havener	
Goodyear Canada Inc.	
Government of Alberta	
Grant Thornton LLP	
Green Leaf Enterprises	
GST	
Guri Trucking Ltd.	
Hajran Trucking Ltd.	
Hanna Weldingrods	
Harold Tad Reed	
Heavy Metal Truck Wash	
Hilltop Motor Inn	
Hi-Way 9 Express Ltd.	
Imperial Oil Fleet-acct#43988	
IROC Service Supply INC.	
J.R. Paine & Associates Ltd.	
Jasmeet Transport Ltd.	
JMKD Trucking Ltd.	
Jo Kat Lodge	
Jo Kat Store / LS Fam Holdings Inc.	
John H. C. Pinsent Professional Corporation	
K.G. Enterprises	
Kalinko Enterprises Ltd.	
Keyanew Enterprises Ltd	
Khosa Trucking Ltd.	
Komatsu Financial	
KPMG LLP	
Krawchuk Land Surveys Ltd	
Lac La Biche Transport Ltd.	
Lakeland Co-op Petroleum Services	
Lakeland Fire & Safety	
Lamont County	
Vendor	Amount
Laprairie Crane	
Leroux Power Systems Ltd.	

SCHEDULE J

Lift Interactive Inc.		
Link Energy		
Location Cats Ltd		
Luff Industries LTD		
Maintenance Enforcement Program		
Maki Services		
Mannville Farming Co.		
Martushev Logging Ltd.		
Mastercard		
Matichuk Equipment (1991) Ltd		
Matt Silver Trucking Ltd.		
Maureen Oskoboiny		
Messer Canada Inc., 15687		
Microage		
Microtel Inn & Suites Bonnyville		
Miller Thomson LLP		
Mistassini Aboriginal Contractors Ltd.		
Mormak Equipment Inc		
Morneau Shepell		
Neuman Thompson Barristers/Solicitors		
Northern Source Rentals Inc.		
Northern Truck -(NAPA)		
NPR Limited Partnership		
Ogilvie LLP		
onConference		
Open Door Technology Inc.		
Permit Plus Inc.		
Peter Anton		
Petro Canada Acct#70892 25072		
Petro-Canada Lubricants Inc.		
Proven Financial		
Provincial & Federal Income Tax Assessed		
Provision for additional interest penalty		
Quest Disposal and Recycling Inc.		
R. Maxwell & Associates Ltd.		
R.L. Rurka Sales & Service Inc.		
RBee Aggregate Consulting Ltd.		
Recycle West		
REDA Enterprises Ltd.		
RED-L Distributors Ltd.		
Relay Distributing		
Renegade Gas & Oilfield Services Ltd.		
Ricoh Canada Inc.		
RLC Aggregate Equipment O/A 1639352 AB Ltd.		
Robert Half Management Resources		
Rosalind Colony Farming		
Rosemariechelle Karikitan		
RSC Trucking Ltd.		
RSM Canada LLP		
S & R Gill Carrier Transport Ltd.		
Safe-Net Group Inc.		
Safety Buzz Ltd.		
Shamrock Valley Enterprises Ltd.		
Shaw Business		
Shred-It, C/O Stericycle ULC		
Silver Springs Management LTD		
Sinclair Plumbing & Heating (Hanna) Ltd.		
Site Ventures Inc.		
SLH Picker Service & Pile Driving		
Smoky Lake County		
Vendor		Amount
SMS Equipment Inc.		
Spec Aggregate		
SRM Piloting		

SCHEDULE J

St. Paul Towing			
Stahl Peterbilt Inc.			
Stewart Sales & Rentals			
Stony Valley Contracting Ltd.			
StraightVac Services Ltd.			
Strongco Limited Partnership			
Summit Trailer Ltd.			
Sun Life Assurance Company of Canada			
Superior Propane Inc.			
Superior Safety (2005) Ltd.			
TD Equipment Finance			
Telephone Connections			
The Estate of Helen Havener			
Town of Bonnyville			
Travelodge Drumheller			
UAV Imaging Inc.			
UniFirst Ltd.			
United Farmers of Alberta			
United Rentals of Canada, Inc.			
Vallen Canada Inc.			
Valley Blades Limited			
Velocity Geomatics Inc			
Volvo Financial			
Volvo Financial Services			
Volvo Smart Card Payable			
W.S. Tyler Ltd. (Haver & Boecker Canada)			
Wearpro Equipment & Supply Ltd.			
Western Budget Motel			
Wex Canada Ltd. (formerly Shell Canada)			
Workers Compensation Board			
WTI Rentals Ltd.			
Total			

Document comparison by Workshare Compare on March 30, 2021 9:10:31 AM

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Description	Amended Restated Purchase Agreement - JMB 216 Mantle Materials Group Ltd. March 3 2021 - #44013868v23 (002)
Document 2 ID	file://C:\Users\elmsa\Compare\Amended Restated Purchase Agreement - JMB, 216, Mantle Materials Group, Ltd#44013868v26_Redacted.pdf
Description	Amended Restated Purchase Agreement - JMB, 216, Mantle Materials Group, Ltd#44013868v26_Redacted
Rendering set	Firm Standard

Legend:	
Insertion	
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Padding cell	

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	Count
Insertions	296
Deletions	136
Moved from	8
Moved to	8
Style changes	0

Format changes	0
Total changes	448

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF AARON PATSCH
SWORN BEFORE ME
THIS 30th DAY OF MARCH, 2021

Robin Grace White

A Notary Public in and for the State of Colorado

*Robin Grace White
My commission expires 11/16/21*

ROBIN GRACE WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134069976
MY COMMISSION EXPIRES NOVEMBER 16, 2021

COURT FILE NO. 2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

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

DOCUMENT **AMENDED AND RESTATED PLAN OF ARRANGEMENT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

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

Phone: 403.298.1938/403.298.1992/403.298.1018

Fax: 403.263.9193

File No.: A163514

Clerk's Stamp

PLAN OF ARRANGEMENT

WHEREAS:

- A. JMB Crushing Systems Inc. (“**JMB**”) and Mantle Materials Group, Ltd. (“**Mantle**”) are corporations incorporated under British Columbia’s *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BC BCA**”) and 2161889 Alberta Ltd. (“**216**”) is a corporation incorporated under Alberta’s *Business Corporations Act*, RSA 2000, c B-9 (the “**ABCA**”).
- B. Canadian Aggregate Resources Corporation (“**CARC**”), a corporation incorporated under the laws of the State of Delaware, owns all of the Class A Common Shares in JMB, and J Buck and Sons Inc. (“**JBAS**”) owns all of the Class B Common Shares in JMB. JMB owns all of the shares in 216.
- C. RLF Canada Holdings Limited (“**RLF Holdings**”), a corporation incorporated under the laws of the State of Colorado, is the sole shareholder of all issued and outstanding shares of Mantle. Both CARC and RLF Holdings are wholly owned subsidiaries of Resource Land Fund V LP, a US private equity fund.
- D. The primary secured creditors of JMB and 216 are ATB Financial (“**ATB**”) and Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc. (“**Fund VI**”) and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., acting in its capacity as collateral agent for and on behalf of and for the benefit of Fund VI (collectively, “**Fiera**”), each of whom have Security Interests over all of the undertaking, property and assets of JMB and 216.
- E. The Security Interests in favour of ATB and Fiera rank in priority to any other Creditors of JMB and 216, other than certain PMSIs in respect of specific PMSI Property.
- F. JMB and 216 filed an originating application for protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”, and the proceedings commenced by such application, the “**CCAA Proceedings**”), and pursuant to an initial order pronounced by the Honourable Justice K.M. Eidsvik on May 1, 2020 (the “**Filing Date**”), JMB and 216 were declared to be companies to which the CCAA applied, FTI Consulting Canada Inc. was appointed as monitor of JMB and 216, and all proceedings against JMB and 216 were stayed. The initial order was amended and restated by a further order of Honourable Madam Justice Eidsvik pronounced on May 11, 2020 (the initial order, as amended, being the “**Initial Order**”) under which the initial stay of proceedings was extended, a sale and investment solicitation process (the “**SISP**”) was approved and Sequeira Partners was appointed as sale advisor under the SISP.
- G. Mantle submitted a superior bid in the SISP and pursuant to an amended and restated asset purchase agreement dated September 28, 2020 (the “**Original Purchase Agreement**”) between JMB and 216 as vendors and Mantle as purchaser, JMB and 216 agreed to sell and Mantle agreed to purchase certain assets. The transactions contemplated by the Original Purchase Agreement (the “**Original Transactions**”) were to be implemented pursuant to a sale approval and vesting order (the “**Original SAVO**”), a reverse vesting order (the “**Original RVO**”), an assignment order (the “**Original Assignment Order**”) and a sanction order (the “**Original Sanction Order**”), each

pronounced on October 16, 2020 by the Honourable Justice K.M. Eidsvik. The Original Sanction Order sanctioned a plan of arrangement of JMB and Mantle (the "**Original Plan**") under which, *inter alia*, (1) the Class A Common Shares of CARC were to be transferred to RLF Holdings for no consideration, (2) the Class B Common Shares of JBAS were to be redeemed for no consideration and cancelled, (3) Mantle was to assume the ATB Assumed Debt, the Fiera Assumed Debt and the Assumed Liabilities in partial payment of the Purchase Price payable under the Original Purchase Agreement, and (4) JMB was to cease to be an applicant within the CCAA Proceedings.

- H. Under the Original Purchase Agreement, the Original Transactions were conditional, *inter alia*, upon Alberta Environment and Parks (the "**AEP**") approving the transfers and assignments of (1) certain public lands dispositions of 216 to Mantle, (2) certain registrations in favour of JMB under the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 (the "**EPEA**") to Mantle, (3) certain public lands dispositions of JMB to 216, and (4) certain registrations in favour of JMB under the EPEA to 216. Mantle, JMB and 216 have been unable to obtain such approvals from the AEP.
- I. In order to permit the acquisition by Mantle of the business and core assets of JMB and 216 to proceed, and given that such acquisition maximizes the benefits available to the Affected Creditors, suppliers and customers of JMB and 216, employees of 216, the communities in which JMB and 216 operated, and the environment, Mantle, JMB and 216 have entered into an amended and restated purchase agreement dated March 3, 2021 (the "**Amended Purchase Agreement**"), amending and restating the Original Purchase Agreement. Under the acquisition and reorganization transactions contemplated by the Amended Purchase Agreement (the "**Acquisition and Reorganization Transactions**"), (1) 2324159 Alberta Inc. ("**ResidualCo**") was incorporated under the ABCA, (2) JMB and 216 would retain all dispositions of public lands in which they have an interest, (3) JMB would retain all registrations issued to it by the AEP under the EPEA, (4) certain excluded assets and liabilities of JMB and 216 would be vested in ResidualCo, and (5) this Plan would be proposed to the Affected Creditors amending and restating the Original Plan and adding 216 as a party that, together with JMB and Mantle, is proposing this Plan.
- J. The Acquisition and Reorganization Transactions will be implemented pursuant to the amended and restated approval and vesting order (the "**Amended SAVO**"), which will amend and restate the Original SAVO, the amended and restated reverse vesting order (the "**Amended RVO**"), which will amend and restate the Original RVO, the order amending the Original Assignment Order (the Original Assignment Order, as amended, being the "**Amended Assignment Order**"), and the amended and restated sanction order (the "**Amended Sanction Order**"), which will amend and restate the Original Sanction Order.

NOW THEREFORE JMB, 216 and Mantle hereby propose and present this Plan under and pursuant to the CCAA, the BC BCA and the ABCA:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION**1.1 Definitions**

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

- (a) “**216**” is defined in Recital A.
- (b) “**216 Shares of JMB**” means Existing 216 Shares held by JMB.
- (c) “**ABCA**” is defined in Recital A.
- (d) “**Acquired Assets**” is defined in the Amended Purchase Agreement.
- (e) “**Acquisition Closing**” means the completion of the Acquisition and Reorganization Transactions pursuant to the Amended Purchase Agreement and this Plan.
- (f) “**Acquisition and Reorganization Transactions**” is defined in Recital I.
- (g) “**AEP**” is defined in Recital H.
- (h) “**Affected Claim**” mean the ATB Indebtedness, the Fiera Indebtedness and any Liabilities owing to any other Affected Creditor secured by a Lien ranking in priority to any other Lien attaching to Transaction Assets.
- (i) “**Affected Creditor**” means any Secured Creditor that has a Lien attaching to some or all of the Transaction Assets that ranks in priority to any other Lien attaching to such Transaction Assets, including to the Security Interests in favour of ATB and Fiera, but for greater certainty, does not include the Canada Revenue Agency or Receiver General of Canada.
- (j) “**Aggregate**” means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.
- (k) “**Aggregate Pit**” means a pit from which Aggregate is extracted and other infrastructure located on lands subject to an Aggregate Pit Agreement.
- (l) “**Aggregate Pit Agreement**” is defined in the Amended Purchase Agreement.
- (m) “**Amended Articles**” means the amended articles of JMB, reflecting the alterations to the Original Articles as provided for in this Plan, substantially in the form attached as **Schedule “A”**.
- (n) “**Amended Assignment Order**” is defined in Recital J.
- (o) “**Amended Purchase Agreement**” is defined in Recital I.
- (p) “**Amended RVO**” is defined in Recital J.
- (q) “**Amended Sanction Order**” is defined in Recital J.

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- (r) “**Amended SAVO**” is defined in Recital J.
- (s) “**Applicable Law**” means, with respect to any Person, property, transaction, event, business or other matter, any federal, state, provincial, local, domestic or foreign constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Permit, order or other requirement of any Governmental Authority whether or not having the force of law relating or applicable to such Person, property, transaction, event, business or other matter.
- (t) “**Assumed Liabilities**” means the Liabilities Mantle assumed by Mantle or retained JMB or 216 pursuant to section 2.5 of the Amended Purchase Agreement.
- (u) “**ATB**” is defined in Recital D.
- (v) “**ATB Agreement**” means an agreement between ATB and Mantle with respect to the ATB Assumed Debt.
- (w) “**ATB Assumed Debt**” means that portion of the ATB Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the ATB Agreement.
- (x) “**ATB Indebtedness**” means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB and 216 to ATB.
- (y) “**ATB Mortgage**” is defined in the Amended Purchase Agreement.
- (z) “**ATB Security Documents**” means the agreements, indentures and other documents granted by JMB to ATB which create Security Interests in favour of ATB.
- (aa) “**BC BCA**” is defined in Recital A.
- (bb) “**Business**” means business carried on by JMB specifically utilizing the Transaction Assets including the operation of Aggregate Pits and the extraction and sale of Aggregates therefrom.
- (cc) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.
- (dd) “**CARC**” is defined in Recital B.
- (ee) “**CCAA**” is defined in Recital F.
- (ff) “**CCAA Proceedings**” is defined in Recital F.
- (gg) “**Class A Common Shares**” means the Class A common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 26 of the Original Articles.
- (hh) “**Class A Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares.

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- (ii) **“Class B Common Shares”** means the Class B common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 27 of the Original Articles.
- (jj) **“Class B Shareholder”** means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares.
- (kk) **“Class C Common Shares”** means the Class C common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 28 of the Original Articles.
- (ll) **“Class C Shareholder”** means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares.
- (mm) **“Court”** means the Alberta Court of Queen’s Bench presiding over the CCAA Proceedings or any appeals court therefrom.
- (nn) **“Creditor”** means any Person to whom JMB or 216 owes, is liable for or is required to pay or perform Liabilities.
- (oo) **“Creditors’ Meeting”** means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon this Plan.
- (pp) **“Effective Time”** means the effective time at which Plan Implementation occurs on the Plan Implementation Date or such other time on such date as JMB, 216, Mantle and the Monitor agree.
- (qq) **“EPEA”** is defined in Recital H.
- (rr) **“Excluded Disposed Assets”** is defined in the Amended Purchase Agreement.
- (ss) **“Excluded ResidualCo Assets”** is defined in the Amended Purchase Agreement.
- (tt) **“Existing 216 Shareholders”** means all holders of Existing 216 Shares.
- (uu) **“Existing 216 Shares”** means all existing shares in the capital of 216 and securities issued by 216.
- (vv) **“Existing JMB Shareholders”** means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other Security Holders, and **“Existing JMB Shareholder”** means any one of them.
- (ww) **“Existing JMB Shares”** means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other Securities, if any, and **“Existing JMB Share”** means any one of them.
- (xx) **“Fiera”** is defined in Recital D.
- (yy) **“Fiera Assumed Debt”** means that portion of the Fiera Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the Fiera Exit Loan Agreement.

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- (zz) “**Fiera Exit Loan Agreement**” means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt.
- (aaa) “**Fiera Indebtedness**” means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB and 216 to Fiera.
- (bbb) “**Fiera Security Documents**” means the agreements, indentures and other documents granted by JMB to Fiera which create Security Interests in favour of Fiera.
- (ccc) “**Filing Date**” is defined in Recital F.
- (ddd) “**Fund VI**” is defined in Recital D.
- (eee) “**Governmental Authority**” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (fff) “**Initial Order**” is defined in Recital F.
- (ggg) “**JBAS**” is defined in Recital B.
- (hhh) “**JMB**” is defined in Recital A.
- (iii) “**JMB Real Property**” is defined in the Amended Purchase Agreement.
- (jjj) “**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law, under any agreement or contract to which a Person is party or otherwise, and “**Liability**” means any one of the Liabilities.
- (kkk) “**Lien**” means any lien, hypothec (including legal hypothecs), Security Interest, encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, contingent rights (including options and rights of first refusal), adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same.
- (lll) “**Mantle**” is defined in Recital A.
- (mmm) “**Monitor**” means FTI Consulting Canada Inc., in its capacity as Court appointed monitor in the CCAA Proceedings, of JMB and 216 until Plan Implementation, and ResidualCo thereafter.

- (nnn) “**Notice of Alteration**” means the notice of alteration to be filed with the Registrar pursuant to section 259(4) of the BC BCA to give effect to the alterations to the Notice of Articles and Original Articles as contemplated by this Plan, which Notice of Alteration is substantially in the form attached as **Schedule “B”**.
- (ooo) “**Notice of Articles**” means the notice of articles of JMB issued on December 14, 2018 by the Registrar under the BC BCA.
- (ppp) “**Non-Recourse Event**” is defined in Section 4.2.
- (qqq) “**Order**” means any order of a Court in the CCAA Proceedings.
- (rrr) “**Original Articles**” mean the articles of JMB dated November 13, 2018 and executed by CARC.
- (sss) “**Original Assignment Order**” is defined in Recital G.
- (ttt) “**Original Plan**” is defined in Recital G.
- (uuu) “**Original Purchase Agreement**” is defined in Recital G.
- (vvv) “**Original RVO**” is defined in Recital G.
- (www) “**Original Sanction Order**” is defined in Recital G.
- (xxx) “**Original SAVO**” is defined in Recital G.
- (yyy) “**Original Transactions**” is defined in Recital G.
- (zzz) “**Other Security**” means any share or other security in the capital of or issued by JMB other than the Class A Common Shares, the Class B Common Shares or the Class C Common Shares, and “**Other Securities**” means more than one.
- (aaaa) “**Other Security Holder**” means any Person with any interest in any Other Securities.
- (bbbb) “**Permit**” means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued by the AEP under Alberta’s Code of Practice for Pits.
- (cccc) “**Person**” will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority.

- (dddd) **“Plan”** means this plan of arrangement proposed by JMB, 216 and Mantle, amending and restating the Original Plan, together with the Schedules, as amended or restated from time to time.
- (eeee) **“Plan Implementation”** means the fulfillment, satisfaction or waiver of the conditions set out in Section 7.1 and the occurrence or effecting of the sequential steps set out in Section 5.1.
- (ffff) **“Plan Implementation Date”** means the date on which Plan Implementation occurs.
- (gggg) **“PMSI”** means any Security Interest attaching to PMSI Property which constitutes a purchase-money security interest contemplated under PPS Legislation or any lease of PMSI Property to JMB.
- (hhhh) **“PMSI Holder”** means any Person holding a PMSI as secured party or lessor or whose interest therein is derived therefrom.
- (iiii) **“PMSI Property”** means any tangible personal property in which JMB has an interest contemplated by PPS Legislation and any proceeds to which a PMSI attaches.
- (jjjj) **“PPS Legislation”** means the Applicable Laws providing for the creation of Security Interests in personal property, including the *Personal Property Security Act*, RSA 2000, c. P-7, as amended.
- (kkkk) **“Proceeds”** has the meaning given to that term in the PPS Legislation.
- (llll) **“Proxy”** means a form of proxy and voting letter pursuant to which an Affected Creditor may vote upon the Plan for the purposes of section 6 of the CCAA in advance or *in lieu* of a Creditors’ Meeting or appoint a proxyholder to attend and vote at a Creditors Meeting, which proxy and voting letter shall be substantially in the form attached as **Schedule “C”**, and **“Proxies”** means more than one Proxy.
- (mmmm) **“Purchase Price”** is defined in the Amended Purchase Agreement.
- (nnnn) **“Registrar”** means the person appointed as the Registrar of Companies under section 400 of the BC BCA.
- (oooo) **“Remaining 216 Liabilities”** means any Liabilities of 216 other than the Assumed Liabilities.
- (pppp) **“Remaining ATB Debt”** means the ATB Indebtedness in excess of the ATB Assumed Debt.
- (qqqq) **“Remaining Fiera Debt”** means the Fiera Indebtedness in excess of the Fiera Assumed Debt.
- (rrrr) **“Remaining JMB Liabilities”** means any Liabilities of JMB other than the Assumed Liabilities.

- (ssss) “**Remaining Liabilities**” means, collectively, the Remaining JMB Liabilities and Remaining 216 Liabilities.
- (tttt) “**Required Majority**” means a majority in number of the Affected Creditors who represent at least two-thirds in value of the Affected Claims.
- (uuuu) “**ResidualCo**” is defined in Recital I.
- (vvvv) “**RLF Holdings**” is defined in Recital C.
- (wwww) “**Secured Creditor**” means a Creditor to whom JMB and/or 216 owes Liabilities the payment and performance of which is secured by a Lien.
- (xxxx) “**Security Interest**” means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property.
- (yyyy) “**SISP**” is defined in Recital F.
- (zzzz) “**Tranche B Inventory**” is defined in the Amended Purchase Agreement.
- (aaaaa) “**Transaction Assets**” means all of the right, title, benefit, estate and interest of JMB and 216 in and to certain assets to be acquired by Mantle or retained by JMB and 216 under and pursuant to the Amended Purchase Agreement, but excluding the Excluded ResidualCo Assets and the Excluded Disposed Assets.
- (bbbbb) “**Unaffected Claims**” means the Liabilities of JMB and/or 216 to Persons other than an Affected Creditor.
- (ccccc) “**Unaffected Creditor**” means a Creditor that holds an Unaffected Claim.

1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (b) any reference in this Plan to an Order or an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) the division of this Plan into Articles and Sections are for convenience of reference only and do not affect the construction or interpretation of this Plan, nor are the descriptive headings of Articles and Sections intended as complete or accurate descriptions of the content thereof;
- (d) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of

this Plan to such Person (or Persons) or circumstances as the context otherwise permits;

- (e) the words “**includes**” and “**including**” and similar terms of inclusion will not, unless expressly modified by the words “**only**” or “**solely**”, be construed as terms of limitation, but rather will mean “**includes but is not limited to**” and “**including but not limited to**”, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (f) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Calgary, Alberta (Mountain Time) and any reference to an event occurring on a Business Day will mean prior to 5:00 p.m. on such Business Day;
- (g) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (h) unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Government Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (i) references to a specific Recital, Article or Section will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Plan, whereas the terms “**this Plan**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions will be deemed to refer generally to this Plan and not to any particular Recital, Article, Section or other portion of this Plan and include any documents supplemental hereto; and
- (j) the word “**or**” is not exclusive.

1.3 Successors and Assigns

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

1.4 Currency

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

1.5 Governing Law

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

1.6 Schedules

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

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

ARTICLE 2 – PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of this Plan is:

- (a) to enable Mantle to continue the Business as a going concern from and after the Plan Implementation Date;
- (b) to provide for the arrangement of the ATB Indebtedness such that Mantle is deemed to assume the ATB Assumed Debt and, upon the occurrence of the Non-Recourse Event, ATB shall cease to have any right, remedy or recourse for the Remaining ATB Debt as against JMB and 216, but in any event without prejudice to any rights, remedies or recourses of ATB against ResidualCo for the Remaining ATB Debt;
- (c) to provide for the arrangement of the Fiera Indebtedness such that Mantle is deemed to assume the Fiera Assumed Debt and, upon the occurrence of the Non-Recourse Event, Fiera shall cease to have right, remedy or recourse for the Remaining Fiera Debt as against JMB and 216, but without prejudice to any rights, remedies or recourses of Fiera as against ResidualCo for the Remaining Fiera Debt;
- (d) to redeem and cancel all issued and outstanding Class B Common Shares, Class C Common Shares and Other Securities for no consideration, such that none of the shares of those classes of shares are allotted or issued;
- (e) to terminate the classes of Class B Common Shares and the Class C Common Shares from the authorized share structure of JMB and terminate any classes of any Other Securities;
- (f) to alter the Original Articles substantially in the form set out on Schedule "A";

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- (g) to alter the Notice of Articles to reflect the elimination of the Class B Common Shares and the Class C Common Shares in the authorized share structure of JMB;
- (h) to effect the transfer by CARC of the Class A Common Shares registered in its name, being the sole issued and outstanding Class A Common Shares, to RLF Holdings; and
- (i) to acquire for cancellation, and cancel, all Existing 216 Shares other than the 216 Shares of JMB.

This Plan is put forward in the expectation that the Persons with an economic interest in JMB and 216, when considered as a whole, will derive a greater benefit from the implementation of this Plan and the continuation of the Business as a going concern than would result from a bankruptcy, receivership or liquidation of JMB or 216.

2.2 Persons Affected by this Plan

This Plan affects:

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

2.3 Unaffected Creditors, Existing JMB Shareholders and Existing 216 Shareholders

- (a) The Unaffected Creditors are not affected by this Plan for the following reasons:
 - (i) pursuant to the Amended RVO, the Remaining Liabilities and the Excluded ResidualCo Assets will vest in ResidualCo and the rights, remedies and recourses of the Unaffected Creditors as against any Excluded ResidualCo Assets will continue and be uncompromised and unaffected by this Plan; and
 - (ii) each PMSI Holder is being permitted to take possession of the PMSI Property subject to its PMSI and to exercise all of its rights, remedies and recourses as against such PMSI Property, subject to its duty to account to JMB, the Monitor and Fiera, and as a result of the Amended RVO shall have a claim against ResidualCo and the Excluded ResidualCo Assets in respect of any Remaining Liabilities remaining owing to it following its disposition of such PMSI Property.
- (b) Because there are insufficient funds or property to repay the ATB Indebtedness and Fiera Indebtedness in full, or to repay the Remaining Liabilities, the Existing

JMB Shareholders and the Existing 216 Shareholders are not entitled to vote on this Plan.

ARTICLE 3 – CLASSIFICATION, APPROVAL AND RELATED MATTERS

3.1 Claims Procedure

The Monitor has confirmed the validity and quantum of the Affected Claims of the Affected Creditors and therefore the Affected Creditors shall not be obliged to take any additional steps to prove the quantum or validity of their Affected Claims or the validity of the Security Interests securing their Affected Claims.

3.2 Corporate Actions

- (a) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of JMB or 216 will occur and be effective as of Plan Implementation, and will be authorized and approved under this Plan and by the Court, where appropriate, as part of the Amended Sanction Order, in all respects and for all purposes without any requirement of further action by the directors of JMB, the Existing JMB Shareholders, 216 or the Existing 216 Shareholders. All necessary approvals to take actions will be deemed to have been obtained from the directors of JMB, the Existing JMB Shareholders, 216 and the Existing 216 Shareholders, including the deemed passing by any class of Existing JMB Shareholders or Existing 216 Shareholders of any resolution or special resolution.
- (b) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of Mantle have been authorized by all necessary resolutions of its directors and sole shareholder and will be authorized and approved by the Court as part of the Amended Sanction Order in all respects and for all purposes without any requirement of further action by the shareholders or directors or officers of Mantle.

3.3 Amended SAVO, Amended RVO and Amended Assignment Order

Pursuant to the Amended Purchase Agreement, Mantle, JMB and 216 will apply to the Court for the Amended SAVO, the Amended RVO and the Amended Assignment Order.

3.4 Class of Creditors entitled to Vote upon this Plan

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

3.5 Creditors' Meeting

- (a) In order for this Plan to be approved by the Affected Creditors, the Required Majority of the Affected Creditors must vote to agree to this Plan either in person at a Creditors' Meeting or by Proxy.

- (b) In the event that all of the Affected Creditors deliver executed Proxies to the Monitor in which they each vote in favour of this Plan, the Monitor may dispense with holding a Creditors' Meeting and such Proxies shall be treated for all purposes as votes of such Affected Creditors agreeing to this Plan pursuant to section 6(1) of the CCAA.
- (c) For greater certainty, no Unaffected Creditor in respect of an Unaffected Claim and no Existing JMB Shareholder in respect of its Existing JMB Shares, or Existing 216 Shareholder in respect of its Existing 216 Shares, will be entitled to vote on this Plan or attend any Creditors' Meeting or any other meeting in respect of this Plan.

ARTICLE 4 – TERMS OF RESTRUCTURING

4.1 Arrangement of Affected Claims of Affected Creditors

Upon Plan Implementation, the Affected Claims of the Affected Creditors shall be arranged as follows:

- (a) Mantle shall be deemed to have assumed and become liable for the ATB Assumed Debt and the rights and obligations of Mantle and ATB in respect of the ATB Assumed Debt shall be governed by the terms of the ATB Agreement and the ATB Mortgage;
- (b) the transfer to and vesting in ResidualCo of the Remaining ATB Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining ATB Debt in accordance with this Plan, as set out in Section 2.1(b), and the Amended RVO, and the Security Interests created by:
 - (i) the ATB Security Documents shall severally attach to:
 - A. the Tranche B Inventory and its Proceeds as security for the ATB Assumed Debt, but upon repayment in full of the ATB Assumed Debt in accordance with the ATB Agreement, such Security Interests shall cease to attach to any property or assets of JMB, 216 or Mantle; and
 - B. all of the property and assets of JMB and 216 as security for the Remaining ATB Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB, 216 or Mantle; and
 - (ii) the ATB Mortgage shall mortgage and charge the JMB Real Property.

The Amended RVO shall not affect the nature or priority of the ATB Assumed Debt, the Remaining ATB Debt or the Security Interests created by the ATB Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed;

- (c) Mantle shall be deemed to have assumed and become liable for the Fiera Assumed Debt and the rights and obligations of Mantle and Fiera shall be governed by the terms of the Fiera Exit Loan Agreement;
- (d) the transfer to and vesting in ResidualCo of the Remaining Fiera Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining Fiera Debt in accordance with this Plan, as set out in Section 2.1(c), and the Amended RVO, the Security Interests created by the Fiera Security Documents shall severally attach to:
 - (i) all of the property and assets of JMB, 216 and Mantle as security for the Fiera Assumed Debt; and
 - (ii) all of the property and assets of JMB, 216 and ResidualCo as security for the Remaining Fiera Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB, 216 or Mantle as security for such Remaining Fiera Debt,

and the Amended RVO shall not affect the nature or priority of the Fiera Assumed Debt, the Remaining Fiera Debt or the Security Interests created by the Fiera Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed; and

- (e) subject to Section 2.1(b) the nature of the Remaining ATB Debt and subject to Section 2.1(c) the nature of the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo, and the indebtedness, liabilities and obligations of ResidualCo under the Remaining ATB Debt and Remaining Fiera Debt shall not be limited, lessened or extinguished as a result of anything in this Plan or the occurrence of the Non-Recourse Event.

4.2 Effect of Amalgamation

In the event that following Plan Implementation, JMB, 216 and Mantle amalgamate, effective immediately prior to such amalgamation becoming effective:

- (a) ATB shall cease to have recourse against JMB or 216 for the Remaining ATB Debt, but without prejudice to the continuing liability of ResidualCo for the Remaining ATB Debt;
- (b) the Security Interests created by the ATB Security Documents that secure the Remaining ATB Debt shall cease to attach to any property or assets of JMB, 216 or Mantle, but without prejudice to the attachment of Security Interests created by the ATB Security Documents to the Tranche B Inventory and their Proceeds, or by the ATB Mortgage to the JMB Real Property, to secure the ATB Assumed Debt;

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- (c) Fiera shall cease to have recourse against JMB or 216 for the Remaining Fiera Debt, but without prejudice to the continuing liability of ResidualCo for the Remaining Fiera Debt; and
- (d) the Security Interests created by the Fiera Security Documents that secure the Remaining Fiera Debt shall cease to attach to any property or assets of JMB, 216 or Mantle, but without prejudice to the attachment of Security Interests created by the Fiera Security Documents to secure the Fiera Assumed Debt,

(such amalgamation, and the termination of recourse against JMB and 216, being the “**Non-Recourse Event**”).

4.3 **Crown Priority Claims**

Within six (6) months after Plan Implementation, JMB and 216 will pay in full to Her Majesty in Right of Canada or any province any of their Liabilities of a kind that could be subject to a demand under the statutory provision referred to in section 6(3) of the CCAA that was outstanding on the Filing Date which has not been paid by Plan Implementation.

4.4 **Existing JMB Shareholders and Existing 216 Shareholders**

- (a) No Existing JMB Shareholder in respect of its Existing JMB Shares will be entitled to receive any consideration or distributions under this Plan, including from the redemption, cancellation and termination of the Class B Common Shares, the Class C Common Shares and the Other Securities, or for the transfer of the Class A Common Shares to RLF Holdings.
- (b) Effective on Plan Implementation:
 - (i) the issued and outstanding Class B Common Shares will be deemed to be redeemed and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Class B Shareholders or any other Person in respect of such redemption, cancellation and termination, and any and all claims of the Class B Shareholders in respect of or arising from the Class B Common Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (ii) any issued and outstanding Class C Common Shares will be deemed to be redemption and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Class C Shareholders in respect of such redemption, cancellation and termination, and any and all claims of the Class C Shareholders in respect of or arising from any Class C Common Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (iii) any issued and outstanding Other Securities will be deemed to be redemption and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Other Security Holders in

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respect of such redemption, cancellation and termination, and any and all claims of the Other Security Holders in respect of or arising from the Other Securities will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred; and

- (iv) CARC and any other Class A Shareholder will be deemed to have transferred all of their Class A Common Shares to RLF Holdings such that, upon completion of such transfer, RLF Holdings shall be the sole Existing JMB Shareholder of JMB.
- (c) No Existing 216 Shareholder in respect of its Existing 216 Shares will be entitled to receive any consideration or distributions under this Plan, including from the acquisition and cancellation of the Existing 216 Shares other than the 216 Shares of JMB.
- (d) Effective on Plan Implementation, the issued and outstanding Existing 216 Shares, other than the 216 Shares of JMB, will be deemed to be acquired by 216 and to be fully, finally and irrevocably cancelled and terminated by 216, no consideration shall be payable by 216 or any other Person hereunder or otherwise to the Existing 216 Shareholders holding such Existing 216 Shares, or any other Person in respect of such acquisition and cancellation, and any and all claims of such Existing 216 Shareholders in respect of or arising from such Existing 216 Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

4.5 Share Structure

Effective upon Plan Implementation:

- (a) the Original Articles are altered by (i) deleting in their entirety Articles 27 and 28 of the Original Articles, and (ii) altering Article 26 of the Original Articles to read as follows:

“ARTICLE 26 AUTHORIZED SHARE STRUCTURE

Without restricting the rights of the holders of Class A Common Shares provided under the Business Corporations Act, the Class A Common Shares will have the following attributes:

26.1 Voting Rights. The holders of the Class A Common Shares shall be entitled to receive notice of, and to attend, all meetings of the shareholders of the Company and shall have one vote for each Class A Common Share held, at all meetings of the shareholders of the Company, except for meetings at which only of another specified class or series of shares of the Company (if and as applicable) are entitled to vote separately as a class or series.

26.2 Dividends. The holders of the Class A Common Shares shall be entitled to receive dividends and the Company shall pay

dividends, as and when declared by the Board of Directors of the Company in their absolute discretion, in such amount and in such form as the Board of Directors of the Company may from time to time determine, and all dividends which the Board of Directors of the Company may declare on the Class A Common Shares shall be declared and paid in equal amounts per share on all Class A Common Shares at the time outstanding.

26.3 Dissolution. In the event of the dissolution, liquidation or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Class A Common Shares shall be entitled to participate equally in the distribution of the Company's assets pursuant to the liquidation, dissolution or winding up of the Company.”

- (b) the Amended Articles are deemed to be approved by the Existing JMB Shareholders and are hereby adopted and implemented;
- (c) the alterations to the Notice of Articles as set out in the Notice of Alteration is deemed to be approved by the Existing JMB Shareholders and JMB is authorized and directed to file all documents and orders necessary or desirable with the Registrar;
- (d) JMB shall have as its notice of articles the amended notice of articles issued by the Registrar, implementing the terms of this Plan;
- (e) the Class A Common Shares registered in the name of CARC in the central securities register of JMB, being the sole issued and outstanding Class A Common Shares, are deemed to be transferred by CARC to RLF Holdings, the directors of JMB are deemed to have approved such transfer, and JMB is authorized and directed to record such transfer in its central securities register; and
- (f) JMB is authorized and directed to record the redemption and cancellation of the Class B Common Shares, the Class C Common Shares and the Other Securities, if any, and the elimination of such classes of Class B Common Shares, Class C Common Shares and Other Securities.

ARTICLE 5 – PLAN IMPLEMENTATION MECHANICS

5.1 Implementation Steps

Upon completing the deliveries contemplated by this Plan, and the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the following steps to occur, be taken and be effected in order to implement this Plan will occur and be taken and effected, and be deemed to have occurred and been taken and effected, immediately in the following sequence and order, without any further act or formality, on the Plan Implementation Date and beginning at the Effective Time:

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- (a) first, the vesting of the Acquired Assets in Mantle pursuant to paragraph 4 of the Amended SAVO, the assumption by Mantle of the ATB Assumed Debt and Fiera Assumed Debt in partial payment of the Purchase Price pursuant to this Plan, and the assignment of the Contracts assigned pursuant to the Amended Assignment Order shall be simultaneously effective;
- (b) second, the redemption by JMB for cancellation pursuant to the Amended Sanction Order of any and all issued and outstanding Class B Common Shares, Class C Common Shares and Other Securities, shall be effective;
- (c) third, the Amended Articles shall be deemed to be approved and adopted as the articles of JMB and JMB shall file the Notice of Alteration with the Registrar, whereupon JMB shall have, as its notice of articles, the notice of articles issued by the Registrar as a result of the filing of the Notice of Alteration and the following shall be deemed to have simultaneously occurred:
 - (i) all Class B Common Shares shall have been cancelled and terminated, and any rights of the Class B Shareholders under, pursuant to or arising from, the Class B Common Shares shall have been cancelled and extinguished;
 - (ii) all Class C Common Shares shall have been cancelled and terminated, and any rights of the Class C Shareholders under, pursuant to or arising from, the Class C Common Shares shall have been cancelled and extinguished;
 - (iii) all Other Securities shall have been cancelled and terminated, and any rights of any Other Security Holders under, pursuant to or arising from, the Other Securities shall have been cancelled and extinguished; and
 - (iv) all Class A Common Shares shall have been transferred to RLF Holdings such that JMB will be a wholly-owned subsidiary of RLF Holdings; and
- (d) fourth, all Existing 216 Shares, other than the 216 Shares of JMB, shall have been acquired and cancelled for no consideration, and any rights of any Existing 216 Shareholders under, pursuant to or arising from such Existing 216 Shares shall have been cancelled and extinguished;
- (e) fifth, the Amended RVO shall become effective,

whereupon the Acquisition Closing and Plan Implementation shall be deemed to be completed.

5.2 JMB and 216 Corporate Minute Books

Upon Plan Implementation, the officers and directors of JMB and of 216 are authorized and directed to record in the respective minute books of JMB and 216 this Plan, the Amended Sanction Order, the Amended Articles, the Notice of Alteration, the redemptions, the acquisitions, the cancellations and extinguishments and the transfers contemplated by Sections 5.1(c) and (d), as applicable.

ARTICLE 6 – COURT SANCTION**6.1 Application for the Amended Sanction Order**

JMB, 216 and Mantle will promptly apply for the Amended Sanction Order.

6.2 Amended Sanction Order

The Amended Sanction Order will be pursuant to the CCAA, BC BCA and ABCA and, among other things:

- (a) declare that ResidualCo is a company to which the CCAA applies and is an Applicant in the CCAA Proceedings;
- (b) declare that this Plan is fair and reasonable;
- (c) declare that any meeting or meetings of Class A Shareholders, Class B Shareholders, Class C Shareholders or Other Security Holders, whether together or separately, to consider and vote upon whether to accept or vote in favour of this Plan shall be dispensed with;
- (d) declare that any meeting or meetings of Existing 216 Shareholders, whether together or separately, to consider and vote upon whether to accept or vote in favour of this Plan shall be dispensed with;
- (e) declare that JMB is authorized to alter its Notice of Articles as set out in the Notice of Alteration;
- (f) declare that the only Persons entitled to vote on whether to approve this Plan are the Affected Creditors;
- (g) declare that this Plan and all associated steps, transactions, arrangements, assignments and reorganizations effected hereby are approved, binding and effective as herein set out upon JMB, 216, the Affected Creditors, the Existing JMB Shareholders and the Existing 216 Shareholders;
- (h) declare that the steps to occur, be taken and be effected on the Plan Implementation are deemed to occur, be taken and effected, and to be effective in the sequential order contemplated by Section 5.1 on Plan Implementation, beginning at the Effective Time;
- (i) declare that effective upon Plan Implementation, JMB and 216 shall cease to be Applicants in the CCAA Proceedings, and JMB and 216 shall be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, save and except for the Amended Sanction Order, the Amended RVO and the Amended SAVO shall continue to apply to JMB and 216 in all respects;
- (j) authorize the Monitor to perform its functions and fulfil its obligations under this Plan and the Amended Sanction Order in order to facilitate the implementation of this Plan; and

- (k) declare that JMB, 216 Mantle, RLF Holdings, the Affected Creditors and the Monitor may apply to the Court for advice and direction in respect of any matter arising from or under this Plan.

ARTICLE 7 – CONDITIONS TO PLAN IMPLEMENTATION

7.1 Conditions to Plan Implementation

Plan Implementation will be conditional upon the fulfillment, satisfaction or waiver of the following conditions:

- (a) the Affected Creditors shall have agreed to this Plan in accordance with Section 3.5;
- (b) the Court will have granted the Amended Sanction Order, the operation and effect of which will not have been stayed, reversed or amended; and
- (c) the conditions set out in Sections 5.1, 5.2 and 5.3 of the Amended Purchase Agreement shall have been fulfilled, satisfied or waived in accordance with the Amended Purchase Agreement.

7.2 Monitor's Certificate of Plan Implementation

Upon the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the Monitor shall issue to JMB, 216, Mantle, CARC, RLF Holdings and the Affected Creditors a certificate stating that such conditions have been satisfied, fulfilled and/or waived in accordance with this Plan and file such certificate with the Court.

ARTICLE 8 – GENERAL

8.1 Binding Effect

At the Effective Time:

- (a) this Plan will become effective;
- (b) the treatment of Existing JMB Shareholders and Existing 216 Shareholders under this Plan will be final and binding for all purposes and enure to the benefit of JMB, 216, Mantle, RLF Holdings and all Persons named or referred to in, or subject to, this Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) each Existing JMB Shareholder and Existing 216 Shareholder will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety;
- (d) each Existing JMB Shareholder will be deemed to have executed and delivered to JMB all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety; and
- (e) each Existing 216 Shareholder will be deemed to have executed and delivered to 216 all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety

8.2 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.3 Non-Consummation

If Plan Implementation does not occur by March ●, 2021, or such later date as agreed to in writing by Mantle and the Monitor, (a) this Plan will be null and void in all respects, and (b) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, will (i) constitute or be deemed to constitute a waiver or release of any claims by or against JMB, 216 or any other Person; (ii) prejudice in any manner the rights of JMB, 216 or any other Person in any further proceedings involving JMB or 216; or (iii) constitute an admission of any sort by JMB, 216 or any other Person.

8.4 Modification of Plan

- (a) Prior to the Amended Sanction Order being made, Mantle and JMB may amend, restate, modify and/or supplement this Plan with the prior consent of the Monitor and on notice to the Affected Creditors provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court, and if such amendment, restatement, modification or supplement is made subsequent to the Affected Creditors voting to approve this Plan, any such amendment, restatement, modification or supplement that materially affects the rights and benefits of the Affected Creditors shall require the prior written consent of the Affected Creditors.
- (b) Subsequent to the Amended Sanction Order being made:
 - (i) Mantle, JMB and 216 shall be permitted to make any amendment, restatement, modification or supplement to this Plan that does not materially alter any rights or benefits of the Affected Creditors under this Plan, and, in the opinion of JMB, 216, Mantle and the Monitor, is of an administrative nature required to better give effect to Plan Implementation and the Amended Sanction Order or to cure any errors, omissions or ambiguities; and
 - (ii) With respect to any amendment, restatement, modification or supplement to this Plan that is not within the scope of Section 8.4(b)(i), Mantle, JMB and 216 shall be permitted to make such amendment, restatement, modification or supplement with the consent in writing of the Affected Creditors and approval of the Court.
- (c) Any amendment, restatement, modification or supplement to this Plan which is made in accordance with this Section 8.4 and filed or, if applicable, approved by the Court will for all purposes form part of and incorporated into this Plan.

8.5 Severability of Plan Provisions

If, prior to the Plan Implementation Date, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, (a) JMB, 216 and Mantle, with the prior consent of the Monitor, may amend sever such term or provision from this Plan and proceed with Plan

Implementation, or (b) JMB, 216, Mantle or the Monitor may apply to the Court for advice and direction or to amend this Plan to make such term or provision of this Plan valid and enforceable to the maximum extent practicable, consistent with the purpose of the original term or provision. Notwithstanding, the foregoing, if Plan Implementation proceeds, the remaining the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by a term or provision being invalid, void or unenforceable.

8.6 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings and this Plan with respect to JMB, 216 and ResidualCo, and will not be responsible or liable for any claims against JMB, 216, ResidualCo or Mantle for any Liabilities of JMB, 216 or ResidualCo.

8.7 Notices

Any notice of other communication to be delivered hereunder must be in writing and refer to this Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, email or by a functionally equivalent form of electronic transmission addressed to the recipient as follows:

- (a) If to JMB or 216:

JMB Crushing Systems Inc.
2161889 Alberta Ltd.
PO Box 6977
Bonnyville, Alberta T9N 2H4

Email: blakeelyea@jmbcrush.com
Attention: Blake M. Elyea, CPA, CGA, CIRP, LIT
Chief Restructuring Advisor

with a copy to:

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

Attention: Tom Cumming
E-mail: tom.cumming@gowlingwlg.com

- (b) If to the Monitor:

FTI Consulting Canada Inc.
1000, 888-3rd Street SW
Bankers Hall, West Tower
Calgary, Alberta T2P 5C5

Attention: Deryck Helkaa
E-mail: deryck.helkaa@fticonsulting.com

with a copy to:

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McCarthy Tétrault LLP
4000, 421 - 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Sean Collins
E-mail: scollins@mccarthy.ca

(c) If to Mantle:

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

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

with a copy to:

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

Attention: Tom Cumming
E-mail: tom.cumming@gowlingwlg.com

or to such other address as any such party may from time to time notify the others in accordance with this Section. Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of being emailed or sent by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, emailed or sent before 5:00 p.m. on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

8.8 Further Assurances

Each of the Persons named or referred to in, or subject to, this Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

DATED as of the ____ day of March, 2021.

Schedule "A"
Amended Articles

Incorporation number: BC1190335

JMB CRUSHING SYSTEMS INC.
(the "Company")

The Company has as its articles the following articles.

Full name and signature of director	Date of signing
_____	_____, 2021

JMB CRUSHING SYSTEMS INC.

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ARTICLE 1 INTERPRETATION

- 1.1 Definitions.** In these Articles, unless the context otherwise requires:
- (a) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
 - (b) “*Business Corporations Act*” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
 - (c) “legal personal representative” means the personal or other legal representative of the shareholder;
 - (d) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register;
 - (e) “seal” means the seal of the Company, if any.

1.2 *Business Corporations Act and Interpretation Act Definitions Applicable.* The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

ARTICLE 2 SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure. The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate. Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgement. Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder’s name or (b) a non-transferable written acknowledgement of the shareholder’s right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders’ duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail. Any share certificate or non-transferable written acknowledgement of a shareholder’s right to obtain a share certificate may be sent to the

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shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement. If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

- (a) order the share certificate or acknowledgement, as the case may be, to be cancelled; and
- (b) issue a replacement share certificate or acknowledgement, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement. If a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or acknowledgement, as the case may be, if the directors receive:

- (a) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and
- (b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates. If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee. There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts. Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

ARTICLE 3 ISSUE OF SHARES

3.1 Directors Authorized. Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise

dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts. The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage. The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue. Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (a) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (i) past services performed for the Company;
 - (ii) property;
 - (iii) money; and
- (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights. Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

ARTICLE 4 SHARE REGISTERS

4.1 Central Securities Register. As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register. The Company must not at any time close its central securities register.

ARTICLE 5 SHARE TRANSFERS

5.1 Registering Transfers. A transfer of a share of the Company must not be registered unless:

- (a) a duly signed instrument of transfer in respect of the share has been received by the Company;
- (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and
- (c) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Form of Instrument of Transfer. The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder. Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer. If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

- (a) in the name of the person named as transferee in that instrument of transfer; or
- (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required. Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee. There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

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ARTICLE 6 TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death. In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative. The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

ARTICLE 7 PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares. Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent. The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (a) the Company is insolvent; or
- (b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares. If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (a) is not entitled to vote the share at a meeting of its shareholders;
- (b) must not pay a dividend in respect of the share; and
- (c) must not make any other distribution in respect of the share.

ARTICLE 8 BORROWING POWERS

8.1 Borrowing Powers. The Company, if authorized by the directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

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- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

ARTICLE 9 ALTERATIONS

9.1 Alteration of Authorized Share Structure. Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (d) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decrease the par value of those shares; or
 - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares; or
- (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions. Subject to the *Business Corporations Act*, the Company may by special resolution:

- (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

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- (b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name. The Company may by ordinary resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations. If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

ARTICLE 10 MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings. Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting. If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders. The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders. The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

10.5 Record Date for Notice. The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (a) if and for so long as the Company is a public company, 21 days;

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- (b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting. The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice. The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders. If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9 Location of Meetings of Shareholder. Meeting of shareholders of the Company may be held outside British Columbia anywhere within Canada, United States of America, or by telephone.

ARTICLE 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business. At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

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- (b) at an annual general meeting, all business is special business except for the following:
- (i) business relating to the conduct of or voting at the meeting;
 - (ii) consideration of any financial statements of the Company presented to the meeting;
 - (iii) consideration of any reports of the directors or auditor;
 - (iv) the setting or changing of the number of directors;
 - (v) the election or appointment of directors;
 - (vi) the appointment of an auditor;
 - (vii) the setting of the remuneration of an auditor;
 - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority. The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum. Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum. If there is only one shareholder entitled to vote at a meeting of shareholders:

- (a) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend. The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum. No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum. If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting. If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair. The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any; or
- (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair. If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments. The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting. It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decision by Show of Hands or Poll. Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result. The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands

or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded. No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote. In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll. Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (a) the poll must be taken:
 - (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (ii) in the manner, at the time and at the place that the chair of the meeting directs;
- (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment. A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute. In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes. On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll. No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll. Not to Prevent Continuance of Meeting. The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies. The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business

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hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

11.24 Meeting by Telephone or Other Communications Medium. A shareholder or proxy holder may participate in a meeting of the shareholders in person or by telephone if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A shareholder or proxy holder may participate in a meeting of the shareholders by a communications medium other than telephone if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all shareholders or proxy holders who wish to participate in the meeting agree to such participation. A shareholder or proxy holder who participates in a meeting in a manner contemplated by this Article 11.24 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

ARTICLE 12 VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares. Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity. A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders. If there are joint shareholders registered in respect of any share:

- (a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders. Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder. If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (a) for that purpose, the instrument appointing a representative must:
 - (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (b) if a representative is appointed under this Article 12.5:
 - (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies. Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders. Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders. A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder. A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

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- (b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
- (c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy. A proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote. A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy. A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[Name of Company]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

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Signed this ____ day of _____, _____.

(Signature of shareholder)_____
(Name of shareholder - printed)

12.13 Revocation of Proxy. Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

- (a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed. An instrument referred to in Article 12.13 must be signed as follows:

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote. The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

ARTICLE 13 DIRECTORS

13.1 First Directors; Number of Directors. The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;
- (b) if the Company is a public company, the greater of three and the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

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- (ii) the number of directors set under Article 14.4;
- (c) if the Company is not a public company, the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors. If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

- (a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy. An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors. A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors. The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors. The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors. If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director. Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

ARTICLE 14
ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting. At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director. No election, appointment or designation of an individual as a director is valid unless:

- (a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors. If:

- (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or
- (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (c) the date on which his or her successor is elected or appointed; and
- (d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled. If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such

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election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies. Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act. The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies. If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors. Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment

14.9 Ceasing to be a Director. A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders. The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors. The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

ARTICLE 15 POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management. The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

15.2 Appointment of Attorney of Company. The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

ARTICLE 16 DISCLOSURE OF INTEREST OF DIRECTORS

16.1 Obligation to Account for Profits. A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

16.2 Restrictions on Voting by Reason of Interest. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

16.3 Interested Director Counted in Quorum. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

16.4 Disclosure of Conflict of Interest or Property. A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or

interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

16.5 Director Holding Other Office in the Company. A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.6 No Disqualification. No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

16.7 Professional Services by Director or Officer. Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

16.8 Director or Officer in Other Corporations. A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

ARTICLE 17 PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors. The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

17.2 Voting at Meetings. Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

17.3 Chair of Meetings. The following individual is entitled to preside as chair at a meeting of directors:

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (c) any other director chosen by the directors if:
 - (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

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- (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
- (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

17.4 Meetings by Telephone or Other Communications Medium. A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 17.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

17.5 Calling of Meetings. A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

17.6 Notice of Meetings. Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Article 23.1 or orally or by telephone.

17.7 When Notice Not Required. It is not necessary to give notice of a meeting of the directors to a director if:

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (b) the director has waived notice of the meeting.

17.8 Meeting Valid Despite Failure to Give Notice. The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director does not invalidate any proceedings at that meeting.

17.9 Waiver of Notice of Meetings. Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to such director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director.

17.10 Quorum. The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if

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the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

17.11 Validity of Acts Where Appointment Defective. Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

17.12 Consent Resolutions in Writing. A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

ARTICLE 18 EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee. The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (a) the power to fill vacancies in the board of directors;
- (b) the power to remove a director;
- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees. The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:
 - (i) the power to fill vacancies in the board of directors;
 - (ii) the power to remove a director;

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- (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (iv) the power to appoint or remove officers appointed by the directors; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees. Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) report every act or thing done in exercise of those powers at such times as the directors may require.

18.4 Powers of Board. The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

- (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (b) terminate the appointment of, or change the membership of, the committee; and
- (c) fill vacancies in the committee.

18.5 Committee Meetings. Subject to Article 18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

- (a) the committee may meet and adjourn as it thinks proper;
- (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (c) a majority of the members of the committee constitutes a quorum of the committee; and
- (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

ARTICLE 19 OFFICERS

19.1 Directors May Appoint Officers. The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

- 19.2 Functions, Duties and Powers of Officers.** The directors may, for each officer:
- (a) determine the functions and duties of the officer;
 - (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
 - (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

19.3 Qualifications. No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

19.4 Remuneration and Terms of Appointment. All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

ARTICLE 20 INDEMNIFICATION

- 20.1 Definitions.** In this Article 20:
- (a) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
 - (b) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director or former director of the Company (an “eligible party”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director of the Company:
 - (i) is or may be joined as a party; or
 - (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
 - (c) “expenses” has the meaning set out in the *Business Corporations Act*.

20.2 Mandatory Indemnification of Directors and Former Directors. Subject to the *Business Corporations Act*, the Company must indemnify a director or former director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

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20.3 Indemnification of Other Persons. Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with *Business Corporations Act*. The failure of a director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Article 20.

20.5 Company May Purchase Insurance. The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (a) is or was a director, officer, employee or agent of the Company;
- (b) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (c) at the request of the Company, is or was a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (d) at the request of the Company, holds or held a position equivalent to that of a director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.

ARTICLE 21 DIVIDENDS

21.1 Payment of Dividends Subject to Special Rights. The provisions of this Article 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

21.2 Declaration of Dividends. Subject to 'the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

21.3 No Notice Required. The directors need not give notice to any shareholder of any declaration under Article 21.2.

21.4 Record Date. The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend. A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

21.6 Settlement of Difficulties. If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (a) set the value for distribution of specific assets;
- (b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

21.7 When. Dividend. Payable. Any dividend may be made payable on such date as is fixed by the directors.

21.8 Dividends to be Paid in Accordance with Number of Shares. All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

21.9 Receipt by Joint Shareholders. If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

21.10 Dividend Bears No Interest. No dividend bears interest against the Company.

21.11 Fractional Dividends. If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

21.12 Payment of Dividends. Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

21.13 Capitalization of Surplus. Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

ARTICLE 22 DOCUMENTS, RECORDS AND REPORTS

22.1 Recording of Financial Affairs. The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

22.2 Inspection of Accounting Records. Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

ARTICLE 23 NOTICES

23.1 Method of Giving Notice. Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (a) mail addressed to the person at the applicable address for that person as follows:
 - (i) for a record mailed to a shareholder, the shareholder's registered address;
 - (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the mailing address of the intended recipient;
- (b) delivery at the applicable address for that person as follows, addressed to the person:
 - (i) for a record delivered to a shareholder, the shareholder's registered address;
 - (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the delivery address of the intended recipient;
- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (e) physical delivery to the intended recipient;
- (f) as otherwise permitted by any securities legislation (together with all regulations and rules made and promulgated thereunder and all administrative policy statements, blanket orders, and rulings, notices, and other administrative directions issued by securities commissions or similar authorities appointed thereunder) in any province or territory of Canada or in the federal jurisdiction of

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the United States or in any state of the United States that is applicable to the Company.

23.2 Deemed Receipt of Mailing. A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

23.3 Certificate of Sending. A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 23.1, prepaid and mailed or otherwise sent as permitted by Article 23.1 is conclusive evidence of that fact

23.4 Notice to Joint Shareholders. A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

23.5 Notice to Trustees. A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (a) mailing the record, addressed to them:
 - (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (b) if an address referred to in paragraph (a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

ARTICLE 24 SEAL AND EXECUTION OF DOCUMENTS

24.1 Who May Attest Seal. Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (a) any two directors;
- (b) any officer, together with any director;
- (c) if the Company only has one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by the directors.

24.2 Sealing Copies. For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer.

24.3 Mechanical Reproduction of Seal. The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

24.4 Execution of Documents Generally. The Directors may from time to time by resolution appoint any one or more persons, officers or Directors for the purpose of executing any instrument, document or agreement in the name of and on behalf of the Company for which the seal need not be affixed, and if no such person, officer or Director is appointed, then any one officer or Director of the Company may execute such instrument, document or agreement.

ARTICLE 25 PROHIBITIONS

25.1 Definitions. In this Article 25:

- (a) “**designated security**” means:
 - (i) a voting security of the Company;
 - (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph (i) or (ii);
- (b) “**security**” has the meaning assigned in the *Securities Act* (British Columbia);
- (c) “**voting security**” means a security of the Company that:
 - (i) is not a debt security, and
 - (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

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25.2 Application. Article 25.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

25.3 Consent Required for Transfer of Shares or Designated Securities. No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

ARTICLE 26 AUTHORIZED SHARE STRUCTURE

Without restricting the rights of the holders of Class A Common Shares provided under the *Business Corporations Act*, the Class A Common Shares will have the following attributes:

26.1 Voting Rights. The holders of the Class A Common Shares shall be entitled to receive notice of, and to attend, all meetings of the shareholders of the Company and shall have one vote for each Class A Common Share held, at all meetings of the shareholders of the Company, except for meetings at which only of another specified class or series of shares of the Company (if and as applicable) are entitled to vote separately as a class or series.

26.2 Dividends. The holders of the Class A Common Shares shall be entitled to receive dividends and the Company shall pay dividends, as and when declared by the Board of Directors of the Company in their absolute discretion, in such amount and in such form as the Board of Directors of the Company may from time to time determine, and all dividends which the Board of Directors of the Company may declare on the Class A Common Shares shall be declared and paid in equal amounts per share on all Class A Common Shares at the time outstanding.

26.3 Dissolution. In the event of the dissolution, liquidation or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Class A Common Shares shall be entitled to participate equally in the distribution of the Company's assets pursuant to the liquidation, dissolution or winding up of the Company.

Schedule "B"
Notice of Alteration



Telephone: 1 877 526-1526
www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporationsonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act / Loi sur l'accès à l'information et sur la protection des renseignements personnels Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 940, Stn Prev Dev, Victoria BC V8W 2Y3.

NOTICE OF ALTERATION

FORM 11 – BC COMPANY

Section 257(4) *Business Corporations Act*

A INCORPORATION NUMBER OF COMPANY
BC1192335

B NAME OF COMPANY
JMB Cruising Systems Inc

C ALTERATIONS TO THE NOTICE OF ARTICLES

Please indicate what information on the Notice of Articles is to be altered:

("altered" means create, add to, vary or delete)

- | | |
|--|---|
| <input type="checkbox"/> Company name | <input checked="" type="checkbox"/> Date of a Resolution or Court Order
(applies to special rights or restrictions only) |
| <input type="checkbox"/> A translation of company name | <input type="checkbox"/> Authorized Share Structure |
| <input type="checkbox"/> Pre-existing Company Provisions | |

D ALTERATION EFFECTIVE DATE – Choose one of the following:

- The alteration is to take effect at the time that this notice is filed with the registrar.
YYYY/MM/DD
- The alteration is to take effect at 12:01a.m. Pacific Time on _____
being a date that is not more than ten days after the date of the filing of this notice.
- The alteration is to take effect at _____ a.m. or _____ p.m. Pacific Time on _____
being a date and time that is not more than ten days after the date of the filing of this notice.

E CHANGE OF COMPANY NAME

The company is to change its name from _____

to (choose one of the following):

- _____ This name
has been reserved for the company under name reservation number _____, or
- a name created by adding "B.C. Ltd." after the incorporation number of the company.

F TRANSLATION OF COMPANY NAME

Set out every new translation of the company name, or set out any change or deletion of an existing translation of the company name to be used outside of Canada.

Additions: Set out every new translation of the company name that the company intends to use outside of Canada.

Changes: Change the following translation(s) of the company name:

PREVIOUS TRANSLATION OF THE COMPANY NAME	NEW TRANSLATION OF THE COMPANY NAME

Deletions: Remove the following translation(s) of the company name:

G. PRE-EXISTING COMPANY PROVISIONS (refer to Part 17 and Table 2 of the Regulation under the Business Corporations Act)
 Complete this item only if the company has resolved that none of the Pre-existing Company Provisions are to apply to this company.

The company has resolved that the Pre-existing Company Provisions are no longer to apply to this company.

H. AUTHORIZED SHARE STRUCTURE
 Set out the date of each resolution or court order affecting special rights or restrictions attached to a class or series of shares:

YYYY/MM/DD

Set out the new authorized share structure

Issuing name of class (number of shares)	Maximum number of shares of this class or series of shares that the company is authorized to issue if issued (there is no maximum number)		Price of shares of this class or series of shares		Type of currency	Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (N/A)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (N/A)	WITH PAR VALUE OF (\$)		YES (N/A)	NO (N/A)
Class B Common	N/A		N/A				N/A

I. CERTIFIED CORRECT – I have read this form and found it to be correct.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY	DATE SIGNED YYYY/MM/DD
	X	

Schedule "C"
Form of Proxy

**FORM OF PROXY AND VOTING LETTER
FOR AFFECTED CREDITORS**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"); AND IN THE MATTER OF the proceedings of JMB Crushing Systems Inc. ("**JMB**") AND 2161889 Alberta Ltd. ("**216**") under the CCAA (the "**CCAA Proceedings**"); AND IN THE MATTER OF an Amended and Restated Plan of Arrangement of JMB, 216 and Mantle Materials Group, Ltd. (the "**Amended Plan**") under the CCAA and the *Business Corporations Act*, SBC 2002, c 57, as amended

TO: FTI Consulting Canada Inc., in its capacity as Court appointed monitor of JMB and 216 in the CCAA Proceedings

_____ (*insert name of creditor*) (the "**Creditor**") is an "Affected Creditor" (as such term is defined under the Amended Plan) of JMB.

The Creditor hereby:

1. votes FOR the approval of the Amended Plan;
2. acknowledges that if all of the other Affected Creditors vote for the approval of the Amended Plan by Proxy and Voting Letter, the Monitor is authorized to dispense with holding a Creditors' Meeting;
3. in the event that the Monitor holds a Creditors' Meeting, appoints _____ (*insert name of proxyholder*), with full power of substitution, as proxyholder for the Creditor (the "**Proxyholder**") to attend, vote and otherwise act for and on behalf of the Creditor at any Creditors' Meeting (as defined in the Amended Plan);
4. empowers the Proxyholder to vote FOR the approval of the Amended Plan and otherwise act for and on behalf of the Creditor at the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof, including with respect to any amendment, restatement, modification or supplement of the Amended Plan, and with respect to any matters that may come before any such Creditors' Meeting.

DATED this _____ day of _____, 2021.

CREDITOR'S SIGNATURE:

_____ (*name of Affected Creditor*)

By:

Name:

Title:

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF AARON PATSCH
SWORN BEFORE ME
THIS 30th DAY OF MARCH, 2021

Robin Grace White
A Notary Public in and for the State of Colorado
Robin Grace White
My commission expires 11/16/21

ROBIN GRACE WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134069976
MY COMMISSION EXPIRES NOVEMBER 16, 2021

COURT FILE NO. 2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

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

DOCUMENT **AMENDED AND RESTATED PLAN OF ARRANGEMENT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

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

Phone: 403.298.1938/403.298.1992/403.298.1018

Fax: 403.263.9193

File No.: A163514

Clerk's Stamp

PLAN OF ARRANGEMENT

WHEREAS:

- A. JMB Crushing Systems Inc. (“**JMB**”) and Mantle Materials Group, Ltd. (“**Mantle**”) are corporations incorporated under British Columbia’s *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BC BCA**”) and 2161889 Alberta Ltd. (“**216**”) is a corporation incorporated under Alberta’s *Business Corporations Act*, RSA 2000, c B-9 (the “**ABCA**”).
- B. Canadian Aggregate Resources Corporation (“**CARC**”), a corporation incorporated under the laws of the State of Delaware, owns all of the Class A Common Shares in JMB, and J Buck and Sons Inc. (“**JBAS**”) owns all of the Class B Common Shares in JMB. JMB owns all of the shares in 216.
- C. RLF Canada Holdings Limited (“**RLF Holdings**”), a corporation incorporated under the laws of the State of Colorado, is the sole shareholder of all issued and outstanding shares of Mantle. Both CARC and RLF Holdings are wholly owned subsidiaries of Resource Land Fund V LP, a US private equity fund.
- D. The primary secured creditors of JMB and 216 are ATB Financial (“**ATB**”) and Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc. (“**Fund VI**”) and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., acting in its capacity as collateral agent for and on behalf of and for the benefit of Fund VI (collectively, “**Fiera**”), each of whom have Security Interests over all of the undertaking, property and assets of JMB and 216.
- E. The Security Interests in favour of ATB and Fiera rank in priority to any other Creditors of JMB and 216, other than certain PMSIs in respect of specific PMSI Property.
- F. JMB and 216 filed an originating application for protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”, and the proceedings commenced by such application, the “**CCAA Proceedings**”), and pursuant to an initial order pronounced by the Honourable Justice K.M. Eidsvik on May 1, 2020 (the “**Filing Date**”), JMB and 216 were declared to be companies to which the CCAA applied, FTI Consulting Canada Inc. was appointed as monitor of JMB and 216, and all proceedings against JMB and 216 were stayed. The initial order was amended and restated by a further order of Honourable Madam Justice Eidsvik pronounced on May 11, 2020 (the initial order, as amended, being the “**Initial Order**”) under which the initial stay of proceedings was extended, a sale and investment solicitation process (the “**SISP**”) was approved and Sequeira Partners was appointed as sale advisor under the SISP.
- G. Mantle submitted a superior bid in the SISP and pursuant to an amended and restated asset purchase agreement dated September 28, 2020 (the “**Original Purchase Agreement**”) between JMB and 216 as vendors and Mantle as purchaser, JMB and 216 agreed to sell and Mantle agreed to purchase certain assets. The transactions contemplated by the Original Purchase Agreement (the “**Original Transactions**”) were to be implemented pursuant to a sale approval and vesting order (the “**Original SAVO**”), a reverse vesting order (the “**Original RVO**”), an assignment order (the “**Original Assignment Order**”) and a sanction order (the “**Original Sanction Order**”), each

pronounced on October 16, 2020 by the Honourable Justice K.M. Eidsvik. The Original Sanction Order sanctioned a plan of arrangement of JMB and Mantle (the "**Original Plan**") under which, *inter alia*, (1) the Class A Common Shares of CARC were to be transferred to RLF Holdings for no consideration, (2) the Class B Common Shares of JBAS were to be redeemed for no consideration and cancelled, (3) Mantle was to assume the ATB Assumed Debt, the Fiera Assumed Debt and the Assumed Liabilities in partial payment of the Purchase Price payable under the Original Purchase Agreement, and (4) JMB was to cease to be an applicant within the CCAA Proceedings.

- H. Under the Original Purchase Agreement, the Original Transactions were conditional, *inter alia*, upon Alberta Environment and Parks (the "**AEP**") approving the transfers and assignments of (1) certain public lands dispositions of 216 to Mantle, (2) certain registrations in favour of JMB under the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 (the "**EPEA**") to Mantle, (3) certain public lands dispositions of JMB to 216, and (4) certain registrations in favour of JMB under the EPEA to 216. Mantle, JMB and 216 have been unable to obtain such approvals from the AEP.
- I. In order to permit the acquisition by Mantle of the business and core assets of JMB and 216 to proceed, and given that such acquisition maximizes the benefits available to the Affected Creditors, suppliers and customers of JMB and 216, employees of 216, the communities in which JMB and 216 operated, and the environment, Mantle, JMB and 216 have entered into an amended and restated purchase agreement dated March 3, 2021 (the "**Amended Purchase Agreement**"), amending and restating the Original Purchase Agreement. Under the acquisition and reorganization transactions contemplated by the Amended Purchase Agreement (the "**Acquisition and Reorganization Transactions**"), (1) 2324159 Alberta Inc. ("**ResidualCo**") was incorporated under the ABCA, (2) JMB and 216 would retain all dispositions of public lands in which they have an interest, (3) JMB would retain all registrations issued to it by the AEP under the EPEA, (4) certain excluded assets and liabilities of JMB and 216 would be vested in ResidualCo, and (5) this Plan would be proposed to the Affected Creditors amending and restating the Original Plan and adding 216 as a party that, together with JMB and Mantle, is proposing this Plan.
- J. The Acquisition and Reorganization Transactions will be implemented pursuant to the amended and restated approval and vesting order (the "**Amended SAVO**"), which will amend and restate the Original SAVO, the amended and restated reverse vesting order (the "**Amended RVO**"), which will amend and restate the Original RVO, the order amending the Original Assignment Order (the Original Assignment Order, as amended, being the "**Amended Assignment Order**"), and the amended and restated sanction order (the "**Amended Sanction Order**"), which will amend and restate the Original Sanction Order.

NOW THEREFORE JMB, 216 and Mantle hereby propose and present this Plan under and pursuant to the CCAA, the BC BCA and the ABCA:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) “**216**” is defined in Recital A.
- (b) “**216 Shares of JMB**” means Existing 216 Shares held by JMB.
- (c) “**ABCA**” is defined in Recital A.
- (d) “**Acquired Assets**” is defined in the Amended Purchase Agreement.
- (e) “**Acquisition Closing**” means the completion of the Acquisition and Reorganization Transactions pursuant to the Amended Purchase Agreement and this Plan.
- (f) “**Acquisition and Reorganization Transactions**” is defined in Recital I.
- (g) “**AEP**” is defined in Recital H.
- (h) “**Affected Claim**” mean the ATB Indebtedness, the Fiera Indebtedness and any Liabilities owing to any other Affected Creditor secured by a Lien ranking in priority to any other Lien attaching to Transaction Assets.
- (i) “**Affected Creditor**” means any Secured Creditor that has a Lien attaching to some or all of the Transaction Assets that ranks in priority to any other Lien attaching to such Transaction Assets, including to the Security Interests in favour of ATB and Fiera, but for greater certainty, does not include the Canada Revenue Agency or Receiver General of Canada.
- (j) “**Aggregate**” means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.
- (k) “**Aggregate Pit**” means a pit from which Aggregate is extracted and other infrastructure located on lands subject to an Aggregate Pit Agreement.
- (l) “**Aggregate Pit Agreement**” is defined in the Amended Purchase Agreement.
- (m) “**Amended Articles**” means the amended articles of JMB, reflecting the alterations to the Original Articles as provided for in this Plan, substantially in the form attached as **Schedule “A”**.
- (n) “**Amended Assignment Order**” is defined in Recital J.
- (o) “**Amended Purchase Agreement**” is defined in Recital I.
- (p) “**Amended RVO**” is defined in Recital J.
- (q) “**Amended Sanction Order**” is defined in Recital J.

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- (r) “**Amended SAVO**” is defined in Recital J.
- (s) “**Applicable Law**” means, with respect to any Person, property, transaction, event, business or other matter, any federal, state, provincial, local, domestic or foreign constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Permit, order or other requirement of any Governmental Authority whether or not having the force of law relating or applicable to such Person, property, transaction, event, business or other matter.
- (t) “**Assumed Liabilities**” means the Liabilities Mantle assumed by Mantle or retained JMB or 216 pursuant to section 2.5 of the Amended Purchase Agreement.
- (u) “**ATB**” is defined in Recital D.
- (v) “**ATB Agreement**” means an agreement between ATB and Mantle with respect to the ATB Assumed Debt.
- (w) “**ATB Assumed Debt**” means that portion of the ATB Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the ATB Agreement.
- (x) “**ATB Indebtedness**” means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB and 216 to ATB.
- (y) “**ATB Mortgage**” is defined in the Amended Purchase Agreement.
- (z) “**ATB Security Documents**” means the agreements, indentures and other documents granted by JMB to ATB which create Security Interests in favour of ATB.
- (aa) “**BC BCA**” is defined in Recital A.
- (bb) “**Business**” means business carried on by JMB specifically utilizing the Transaction Assets including the operation of Aggregate Pits and the extraction and sale of Aggregates therefrom.
- (cc) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.
- (dd) “**CARC**” is defined in Recital B.
- (ee) “**CCAA**” is defined in Recital F.
- (ff) “**CCAA Proceedings**” is defined in Recital F.
- (gg) “**Class A Common Shares**” means the Class A common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 26 of the Original Articles.
- (hh) “**Class A Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares.

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- (ii) **“Class B Common Shares”** means the Class B common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 27 of the Original Articles.
- (jj) **“Class B Shareholder”** means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares.
- (kk) **“Class C Common Shares”** means the Class C common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 28 of the Original Articles.
- (ll) **“Class C Shareholder”** means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares.
- (mm) **“Court”** means the Alberta Court of Queen’s Bench presiding over the CCAA Proceedings or any appeals court therefrom.
- (nn) **“Creditor”** means any Person to whom JMB or 216 owes, is liable for or is required to pay or perform Liabilities.
- (oo) **“Creditors’ Meeting”** means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon this Plan.
- (pp) **“Effective Time”** means the effective time at which Plan Implementation occurs on the Plan Implementation Date or such other time on such date as JMB, 216, Mantle and the Monitor agree.
- (qq) **“EPEA”** is defined in Recital H.
- (rr) **“Excluded Disposed Assets”** is defined in the Amended Purchase Agreement.
- (ss) **“Excluded ResidualCo Assets”** is defined in the Amended Purchase Agreement.
- (tt) **“Existing 216 Shareholders”** means all holders of Existing 216 Shares.
- (uu) **“Existing 216 Shares”** means all existing shares in the capital of 216 and securities issued by 216.
- (vv) **“Existing JMB Shareholders”** means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other Security Holders, and **“Existing JMB Shareholder”** means any one of them.
- (ww) **“Existing JMB Shares”** means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other Securities, if any, and **“Existing JMB Share”** means any one of them.
- (xx) **“Fiera”** is defined in Recital D.
- (yy) **“Fiera Assumed Debt”** means that portion of the Fiera Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the Fiera Exit Loan Agreement.

- (zz) “**Fiera Exit Loan Agreement**” means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt.
- (aaa) “**Fiera Indebtedness**” means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB and 216 to Fiera.
- (bbb) “**Fiera Security Documents**” means the agreements, indentures and other documents granted by JMB to Fiera which create Security Interests in favour of Fiera.
- (ccc) “**Filing Date**” is defined in Recital F.
- (ddd) “**Fund VI**” is defined in Recital D.
- (eee) “**Governmental Authority**” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (fff) “**Initial Order**” is defined in Recital F.
- (ggg) “**JBAS**” is defined in Recital B.
- (hhh) “**JMB**” is defined in Recital A.
- (iii) “**JMB Real Property**” is defined in the Amended Purchase Agreement.
- (jjj) “**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law, under any agreement or contract to which a Person is party or otherwise, and “**Liability**” means any one of the Liabilities.
- (kkk) “**Lien**” means any lien, hypothec (including legal hypothecs), Security Interest, encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, contingent rights (including options and rights of first refusal), adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same.
- (lll) “**Mantle**” is defined in Recital A.
- (mmm) “**Monitor**” means FTI Consulting Canada Inc., in its capacity as Court appointed monitor in the CCAA Proceedings, of JMB and 216 until Plan Implementation, and ResidualCo thereafter.

- (nnn) “**Notice of Alteration**” means the notice of alteration to be filed with the Registrar pursuant to section 259(4) of the BC BCA to give effect to the alterations to the Notice of Articles and Original Articles as contemplated by this Plan, which Notice of Alteration is substantially in the form attached as **Schedule “B”**.
- (ooo) “**Notice of Articles**” means the notice of articles of JMB issued on December 14, 2018 by the Registrar under the BC BCA.
- (ppp) “**Non-Recourse Event**” is defined in Section 4.2.
- (qqq) “**Order**” means any order of a Court in the CCAA Proceedings.
- (rrr) “**Original Articles**” mean the articles of JMB dated November 13, 2018 and executed by CARC.
- (sss) “**Original Assignment Order**” is defined in Recital G.
- (ttt) “**Original Plan**” is defined in Recital G.
- (uuu) “**Original Purchase Agreement**” is defined in Recital G.
- (vvv) “**Original RVO**” is defined in Recital G.
- (www) “**Original Sanction Order**” is defined in Recital G.
- (xxx) “**Original SAVO**” is defined in Recital G.
- (yyy) “**Original Transactions**” is defined in Recital G.
- (zzz) “**Other Security**” means any share or other security in the capital of or issued by JMB other than the Class A Common Shares, the Class B Common Shares or the Class C Common Shares, and “**Other Securities**” means more than one.
- (aaaa) “**Other Security Holder**” means any Person with any interest in any Other Securities.
- (bbbb) “**Permit**” means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued by the AEP under Alberta’s Code of Practice for Pits.
- (cccc) “**Person**” will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and (iii) a Governmental Authority.

- (dddd) **“Plan”** means this plan of arrangement proposed by JMB, 216 and Mantle, amending and restating the Original Plan, together with the Schedules, as amended or restated from time to time.
- (eeee) **“Plan Implementation”** means the fulfillment, satisfaction or waiver of the conditions set out in Section 7.1 and the occurrence or effecting of the sequential steps set out in Section 5.1.
- (ffff) **“Plan Implementation Date”** means the date on which Plan Implementation occurs.
- (gggg) **“PMSI”** means any Security Interest attaching to PMSI Property which constitutes a purchase-money security interest contemplated under PPS Legislation or any lease of PMSI Property to JMB.
- (hhhh) **“PMSI Holder”** means any Person holding a PMSI as secured party or lessor or whose interest therein is derived therefrom.
- (iiii) **“PMSI Property”** means any tangible personal property in which JMB has an interest contemplated by PPS Legislation and any proceeds to which a PMSI attaches.
- (jjjj) **“PPS Legislation”** means the Applicable Laws providing for the creation of Security Interests in personal property, including the *Personal Property Security Act*, RSA 2000, c. P-7, as amended.
- (kkkk) **“Proceeds”** has the meaning given to that term in the PPS Legislation.
- (llll) **“Proxy”** means a form of proxy and voting letter pursuant to which an Affected Creditor may vote upon the Plan for the purposes of section 6 of the CCAA in advance or *in lieu* of a Creditors’ Meeting or appoint a proxyholder to attend and vote at a Creditors Meeting, which proxy and voting letter shall be substantially in the form attached as **Schedule “C”**, and **“Proxies”** means more than one Proxy.
- (mmmm) **“Purchase Price”** is defined in the Amended Purchase Agreement.
- (nnnn) **“Registrar”** means the person appointed as the Registrar of Companies under section 400 of the BC BCA.
- (oooo) **“Remaining 216 Liabilities”** means any Liabilities of 216 other than the Assumed Liabilities.
- (pppp) **“Remaining ATB Debt”** means the ATB Indebtedness in excess of the ATB Assumed Debt.
- (qqqq) **“Remaining Fiera Debt”** means the Fiera Indebtedness in excess of the Fiera Assumed Debt.
- (rrrr) **“Remaining JMB Liabilities”** means any Liabilities of JMB other than the Assumed Liabilities.

- (ssss) **“Remaining Liabilities”** means, collectively, the Remaining JMB Liabilities and Remaining 216 Liabilities.
- (tttt) **“Required Majority”** means a majority in number of the Affected Creditors who represent at least two-thirds in value of the Affected Claims.
- (uuuu) **“ResidualCo”** is defined in Recital I.
- (vvvv) **“RLF Holdings”** is defined in Recital C.
- (wwww) **“Secured Creditor”** means a Creditor to whom JMB and/or 216 owes Liabilities the payment and performance of which is secured by a Lien.
- (xxxx) **“Security Interest”** means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property.
- (yyyy) **“SISP”** is defined in Recital F.
- (zzzz) **“Tranche B Inventory”** is defined in the Amended Purchase Agreement.
- (aaaaa) **“Transaction Assets”** means all of the right, title, benefit, estate and interest of JMB and 216 in and to certain assets to be acquired by Mantle or retained by JMB and 216 under and pursuant to the Amended Purchase Agreement, but excluding the Excluded ResidualCo Assets and the Excluded Disposed Assets.
- (bbbbb) **“Unaffected Claims”** means the Liabilities of JMB and/or 216 to Persons other than an Affected Creditor.
- (ccccc) **“Unaffected Creditor”** means a Creditor that holds an Unaffected Claim.

1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (b) any reference in this Plan to an Order or an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) the division of this Plan into Articles and Sections are for convenience of reference only and do not affect the construction or interpretation of this Plan, nor are the descriptive headings of Articles and Sections intended as complete or accurate descriptions of the content thereof;
- (d) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of

this Plan to such Person (or Persons) or circumstances as the context otherwise permits;

- (e) the words “**includes**” and “**including**” and similar terms of inclusion will not, unless expressly modified by the words “**only**” or “**solely**”, be construed as terms of limitation, but rather will mean “**includes but is not limited to**” and “**including but not limited to**”, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (f) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Calgary, Alberta (Mountain Time) and any reference to an event occurring on a Business Day will mean prior to 5:00 p.m. on such Business Day;
- (g) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (h) unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Government Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (i) references to a specific Recital, Article or Section will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Plan, whereas the terms “**this Plan**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions will be deemed to refer generally to this Plan and not to any particular Recital, Article, Section or other portion of this Plan and include any documents supplemental hereto; and
- (j) the word “**or**” is not exclusive.

1.3 Successors and Assigns

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

1.4 Currency

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

1.5 Governing Law

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

1.6 Schedules

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

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

ARTICLE 2 – PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of this Plan is:

- (a) to enable Mantle to continue the Business as a going concern from and after the Plan Implementation Date;
- (b) to provide for the arrangement of the ATB Indebtedness such that Mantle is deemed to assume the ATB Assumed Debt and, upon the occurrence of the Non-Recourse Event, ATB shall cease to have any right, remedy or recourse for the Remaining ATB Debt as against JMB and 216, but in any event without prejudice to any rights, remedies or recourses of ATB against ResidualCo for the Remaining ATB Debt;
- (c) to provide for the arrangement of the Fiera Indebtedness such that Mantle is deemed to assume the Fiera Assumed Debt and, upon the occurrence of the Non-Recourse Event, Fiera shall cease to have right, remedy or recourse for the Remaining Fiera Debt as against JMB and 216, but without prejudice to any rights, remedies or recourses of Fiera as against ResidualCo for the Remaining Fiera Debt;
- (d) to redeem and cancel all issued and outstanding Class B Common Shares, Class C Common Shares and Other Securities for no consideration, such that none of the shares of those classes of shares are allotted or issued;
- (e) to terminate the classes of Class B Common Shares and the Class C Common Shares from the authorized share structure of JMB and terminate any classes of any Other Securities;
- (f) to alter the Original Articles substantially in the form set out on Schedule "A";

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- (g) to alter the Notice of Articles to reflect the elimination of the Class B Common Shares and the Class C Common Shares in the authorized share structure of JMB;
- (h) to effect the transfer by CARC of the Class A Common Shares registered in its name, being the sole issued and outstanding Class A Common Shares, to RLF Holdings; and
- (i) to acquire for cancellation, and cancel, all Existing 216 Shares other than the 216 Shares of JMB.

This Plan is put forward in the expectation that the Persons with an economic interest in JMB and 216, when considered as a whole, will derive a greater benefit from the implementation of this Plan and the continuation of the Business as a going concern than would result from a bankruptcy, receivership or liquidation of JMB or 216.

2.2 Persons Affected by this Plan

This Plan affects:

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

2.3 Unaffected Creditors, Existing JMB Shareholders and Existing 216 Shareholders

- (a) The Unaffected Creditors are not affected by this Plan for the following reasons:
 - (i) pursuant to the Amended RVO, the Remaining Liabilities and the Excluded ResidualCo Assets will vest in ResidualCo and the rights, remedies and recourses of the Unaffected Creditors as against any Excluded ResidualCo Assets will continue and be uncompromised and unaffected by this Plan; and
 - (ii) each PMSI Holder is being permitted to take possession of the PMSI Property subject to its PMSI and to exercise all of its rights, remedies and recourses as against such PMSI Property, subject to its duty to account to JMB, the Monitor and Fiera, and as a result of the Amended RVO shall have a claim against ResidualCo and the Excluded ResidualCo Assets in respect of any Remaining Liabilities remaining owing to it following its disposition of such PMSI Property.
- (b) Because there are insufficient funds or property to repay the ATB Indebtedness and Fiera Indebtedness in full, or to repay the Remaining Liabilities, the Existing

JMB Shareholders and the Existing 216 Shareholders are not entitled to vote on this Plan.

ARTICLE 3 – CLASSIFICATION, APPROVAL AND RELATED MATTERS

3.1 Claims Procedure

The Monitor has confirmed the validity and quantum of the Affected Claims of the Affected Creditors and therefore the Affected Creditors shall not be obliged to take any additional steps to prove the quantum or validity of their Affected Claims or the validity of the Security Interests securing their Affected Claims.

3.2 Corporate Actions

- (a) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of JMB or 216 will occur and be effective as of Plan Implementation, and will be authorized and approved under this Plan and by the Court, where appropriate, as part of the Amended Sanction Order, in all respects and for all purposes without any requirement of further action by the directors of JMB, the Existing JMB Shareholders, 216 or the Existing 216 Shareholders. All necessary approvals to take actions will be deemed to have been obtained from the directors of JMB, the Existing JMB Shareholders, 216 and the Existing 216 Shareholders, including the deemed passing by any class of Existing JMB Shareholders or Existing 216 Shareholders of any resolution or special resolution.
- (b) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of Mantle have been authorized by all necessary resolutions of its directors and sole shareholder and will be authorized and approved by the Court as part of the Amended Sanction Order in all respects and for all purposes without any requirement of further action by the shareholders or directors or officers of Mantle.

3.3 Amended SAVO, Amended RVO and Amended Assignment Order

Pursuant to the Amended Purchase Agreement, Mantle, JMB and 216 will apply to the Court for the Amended SAVO, the Amended RVO and the Amended Assignment Order.

3.4 Class of Creditors entitled to Vote upon this Plan

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

3.5 Creditors' Meeting

- (a) In order for this Plan to be approved by the Affected Creditors, the Required Majority of the Affected Creditors must vote to agree to this Plan either in person at a Creditors' Meeting or by Proxy.

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- (b) In the event that all of the Affected Creditors deliver executed Proxies to the Monitor in which they each vote in favour of this Plan, the Monitor may dispense with holding a Creditors' Meeting and such Proxies shall be treated for all purposes as votes of such Affected Creditors agreeing to this Plan pursuant to section 6(1) of the CCAA.
- (c) For greater certainty, no Unaffected Creditor in respect of an Unaffected Claim and no Existing JMB Shareholder in respect of its Existing JMB Shares, or Existing 216 Shareholder in respect of its Existing 216 Shares, will be entitled to vote on this Plan or attend any Creditors' Meeting or any other meeting in respect of this Plan.

ARTICLE 4 – TERMS OF RESTRUCTURING

4.1 Arrangement of Affected Claims of Affected Creditors

Upon Plan Implementation, the Affected Claims of the Affected Creditors shall be arranged as follows:

- (a) Mantle shall be deemed to have assumed and become liable for the ATB Assumed Debt and the rights and obligations of Mantle and ATB in respect of the ATB Assumed Debt shall be governed by the terms of the ATB Agreement and the ATB Mortgage;
- (b) the transfer to and vesting in ResidualCo of the Remaining ATB Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining ATB Debt in accordance with this Plan, as set out in Section 2.1(b), and the Amended RVO, and the Security Interests created by:
 - (i) the ATB Security Documents shall severally attach to:
 - A. the Tranche B Inventory and its Proceeds as security for the ATB Assumed Debt, but upon repayment in full of the ATB Assumed Debt in accordance with the ATB Agreement, such Security Interests shall cease to attach to any property or assets of JMB, 216 or Mantle; and
 - B. all of the property and assets of JMB and 216 as security for the Remaining ATB Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB, 216 or Mantle; and
 - (ii) the ATB Mortgage shall mortgage and charge the JMB Real Property.

The Amended RVO shall not affect the nature or priority of the ATB Assumed Debt, the Remaining ATB Debt or the Security Interests created by the ATB Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed;

- (c) Mantle shall be deemed to have assumed and become liable for the Fiera Assumed Debt and the rights and obligations of Mantle and Fiera shall be governed by the terms of the Fiera Exit Loan Agreement;
- (d) the transfer to and vesting in ResidualCo of the Remaining Fiera Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining Fiera Debt in accordance with this Plan, as set out in Section 2.1(c), and the Amended RVO, the Security Interests created by the Fiera Security Documents shall severally attach to:
 - (i) all of the property and assets of JMB, 216 and Mantle as security for the Fiera Assumed Debt; and
 - (ii) all of the property and assets of JMB, 216 and ResidualCo as security for the Remaining Fiera Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB, 216 or Mantle as security for such Remaining Fiera Debt,

and the Amended RVO shall not affect the nature or priority of the Fiera Assumed Debt, the Remaining Fiera Debt or the Security Interests created by the Fiera Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed; and

- (e) subject to Section 2.1(b) the nature of the Remaining ATB Debt and subject to Section 2.1(c) the nature of the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo, and the indebtedness, liabilities and obligations of ResidualCo under the Remaining ATB Debt and Remaining Fiera Debt shall not be limited, lessened or extinguished as a result of anything in this Plan or the occurrence of the Non-Recourse Event.

4.2 Effect of Amalgamation

In the event that following Plan Implementation, JMB and Mantle amalgamate, effective immediately prior to such amalgamation becoming effective:

- (a) ATB shall cease to have recourse against JMB or 216 for the Remaining ATB Debt, but without prejudice to the continuing liability of ResidualCo for the Remaining ATB Debt;
- (b) the Security Interests created by the ATB Security Documents that secure the Remaining ATB Debt shall cease to attach to any property or assets of JMB, 216 or Mantle, but without prejudice to the attachment of Security Interests created by the ATB Security Documents to the Tranche B Inventory and their Proceeds, or by the ATB Mortgage to the JMB Real Property, to secure the ATB Assumed Debt;

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- (c) Fiera shall cease to have recourse against JMB or 216 for the Remaining Fiera Debt, but without prejudice to the continuing liability of ResidualCo for the Remaining Fiera Debt; and
- (d) the Security Interests created by the Fiera Security Documents that secure the Remaining Fiera Debt shall cease to attach to any property or assets of JMB, 216 or Mantle, but without prejudice to the attachment of Security Interests created by the Fiera Security Documents to secure the Fiera Assumed Debt,

(such amalgamation, and the termination of recourse against JMB and 216, being the “**Non-Recourse Event**”).

4.3 **Crown Priority Claims**

Within six (6) months after Plan Implementation, JMB and 216 will pay in full to Her Majesty in Right of Canada or any province any of their Liabilities of a kind that could be subject to a demand under the statutory provision referred to in section 6(3) of the CCAA that was outstanding on the Filing Date which has not been paid by Plan Implementation.

4.4 **Existing JMB Shareholders and Existing 216 Shareholders**

- (a) No Existing JMB Shareholder in respect of its Existing JMB Shares will be entitled to receive any consideration or distributions under this Plan, including from the redemption, cancellation and termination of the Class B Common Shares, the Class C Common Shares and the Other Securities, or for the transfer of the Class A Common Shares to RLF Holdings.
- (b) Effective on Plan Implementation:
 - (i) the issued and outstanding Class B Common Shares will be deemed to be redeemed and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Class B Shareholders or any other Person in respect of such redemption, cancellation and termination, and any and all claims of the Class B Shareholders in respect of or arising from the Class B Common Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (ii) any issued and outstanding Class C Common Shares will be deemed to be redemption and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Class C Shareholders in respect of such redemption, cancellation and termination, and any and all claims of the Class C Shareholders in respect of or arising from any Class C Common Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (iii) any issued and outstanding Other Securities will be deemed to be redemption and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Other Security Holders in

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respect of such redemption, cancellation and termination, and any and all claims of the Other Security Holders in respect of or arising from the Other Securities will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred; and

- (iv) CARC and any other Class A Shareholder will be deemed to have transferred all of their Class A Common Shares to RLF Holdings such that, upon completion of such transfer, RLF Holdings shall be the sole Existing JMB Shareholder of JMB.
- (c) No Existing 216 Shareholder in respect of its Existing 216 Shares will be entitled to receive any consideration or distributions under this Plan, including from the acquisition and cancellation of the Existing 216 Shares other than the 216 Shares of JMB.
- (d) Effective on Plan Implementation, the issued and outstanding Existing 216 Shares, other than the 216 Shares of JMB, will be deemed to be acquired by 216 and to be fully, finally and irrevocably cancelled and terminated by 216, no consideration shall be payable by 216 or any other Person hereunder or otherwise to the Existing 216 Shareholders holding such Existing 216 Shares, or any other Person in respect of such acquisition and cancellation, and any and all claims of such Existing 216 Shareholders in respect of or arising from such Existing 216 Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

4.5 Share Structure

Effective upon Plan Implementation:

- (a) the Original Articles are altered by (i) deleting in their entirety Articles 27 and 28 of the Original Articles, and (ii) altering Article 26 of the Original Articles to read as follows:

“ARTICLE 26 AUTHORIZED SHARE STRUCTURE

Without restricting the rights of the holders of Class A Common Shares provided under the Business Corporations Act, the Class A Common Shares will have the following attributes:

26.1 Voting Rights. The holders of the Class A Common Shares shall be entitled to receive notice of, and to attend, all meetings of the shareholders of the Company and shall have one vote for each Class A Common Share held, at all meetings of the shareholders of the Company, except for meetings at which only of another specified class or series of shares of the Company (if and as applicable) are entitled to vote separately as a class or series.

26.2 Dividends. The holders of the Class A Common Shares shall be entitled to receive dividends and the Company shall pay

dividends, as and when declared by the Board of Directors of the Company in their absolute discretion, in such amount and in such form as the Board of Directors of the Company may from time to time determine, and all dividends which the Board of Directors of the Company may declare on the Class A Common Shares shall be declared and paid in equal amounts per share on all Class A Common Shares at the time outstanding.

26.3 **Dissolution.** In the event of the dissolution, liquidation or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Class A Common Shares shall be entitled to participate equally in the distribution of the Company's assets pursuant to the liquidation, dissolution or winding up of the Company.”

- (b) the Amended Articles are deemed to be approved by the Existing JMB Shareholders and are hereby adopted and implemented;
- (c) the alterations to the Notice of Articles as set out in the Notice of Alteration is deemed to be approved by the Existing JMB Shareholders and JMB is authorized and directed to file all documents and orders necessary or desirable with the Registrar;
- (d) JMB shall have as its notice of articles the amended notice of articles issued by the Registrar, implementing the terms of this Plan;
- (e) the Class A Common Shares registered in the name of CARC in the central securities register of JMB, being the sole issued and outstanding Class A Common Shares, are deemed to be transferred by CARC to RLF Holdings, the directors of JMB are deemed to have approved such transfer, and JMB is authorized and directed to record such transfer in its central securities register; and
- (f) JMB is authorized and directed to record the redemption and cancellation of the Class B Common Shares, the Class C Common Shares and the Other Securities, if any, and the elimination of such classes of Class B Common Shares, Class C Common Shares and Other Securities.

ARTICLE 5 – PLAN IMPLEMENTATION MECHANICS

5.1 Implementation Steps

Upon completing the deliveries contemplated by this Plan, and the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the following steps to occur, be taken and be effected in order to implement this Plan will occur and be taken and effected, and be deemed to have occurred and been taken and effected, immediately in the following sequence and order, without any further act or formality, on the Plan Implementation Date and beginning at the Effective Time:

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- (a) first, the vesting of the Acquired Assets in Mantle pursuant to paragraph 4 of the Amended SAVO, the assumption by Mantle of the ATB Assumed Debt and Fiera Assumed Debt in partial payment of the Purchase Price pursuant to this Plan, and the assignment of the Contracts assigned pursuant to the Amended Assignment Order shall be simultaneously effective;
- (b) second, the redemption by JMB for cancellation pursuant to the Amended Sanction Order of any and all issued and outstanding Class B Common Shares, Class C Common Shares and Other Securities, shall be effective;
- (c) third, the Amended Articles shall be deemed to be approved and adopted as the articles of JMB and JMB shall file the Notice of Alteration with the Registrar, whereupon JMB shall have, as its notice of articles, the notice of articles issued by the Registrar as a result of the filing of the Notice of Alteration and the following shall be deemed to have simultaneously occurred:
 - (i) all Class B Common Shares shall have been cancelled and terminated, and any rights of the Class B Shareholders under, pursuant to or arising from, the Class B Common Shares shall have been cancelled and extinguished;
 - (ii) all Class C Common Shares shall have been cancelled and terminated, and any rights of the Class C Shareholders under, pursuant to or arising from, the Class C Common Shares shall have been cancelled and extinguished;
 - (iii) all Other Securities shall have been cancelled and terminated, and any rights of any Other Security Holders under, pursuant to or arising from, the Other Securities shall have been cancelled and extinguished; and
 - (iv) all Class A Common Shares shall have been transferred to RLF Holdings such that JMB will be a wholly-owned subsidiary of RLF Holdings; and
- (d) fourth, all Existing 216 Shares, other than the 216 Shares of JMB, shall have been acquired and cancelled for no consideration, and any rights of any Existing 216 Shareholders under, pursuant to or arising from such Existing 216 Shares shall have been cancelled and extinguished;
- (e) fifth, the Amended RVO shall become effective,

whereupon the Acquisition Closing and Plan Implementation shall be deemed to be completed.

5.2 JMB and 216 Corporate Minute Books

Upon Plan Implementation, the officers and directors of JMB and of 216 are authorized and directed to record in the respective minute books of JMB and 216 this Plan, the Amended Sanction Order, the Amended Articles, the Notice of Alteration, the redemptions, the acquisitions, the cancellations and extinguishments and the transfers contemplated by Sections 5.1(c) and (d), as applicable.

ARTICLE 6 – COURT SANCTION**6.1 Application for the Amended Sanction Order**

JMB, 216 and Mantle will promptly apply for the Amended Sanction Order.

6.2 Amended Sanction Order

The Amended Sanction Order will be pursuant to the CCAA, BC BCA and ABCA and, among other things:

- (a) declare that this Plan is fair and reasonable;
- (b) declare that any meeting or meetings of Class A Shareholders, Class B Shareholders, Class C Shareholders or Other Security Holders, whether together or separately, to consider and vote upon whether to accept or vote in favour of this Plan shall be dispensed with;
- (c) declare that any meeting or meetings of Existing 216 Shareholders, whether together or separately, to consider and vote upon whether to accept or vote in favour of this Plan shall be dispensed with;
- (d) declare that JMB is authorized to alter its Notice of Articles as set out in the Notice of Alteration;
- (e) declare that the only Persons entitled to vote on whether to approve this Plan are the Affected Creditors;
- (f) declare that this Plan and all associated steps, transactions, arrangements, assignments and reorganizations effected hereby are approved, binding and effective as herein set out upon JMB, 216, the Affected Creditors, the Existing JMB Shareholders and the Existing 216 Shareholders;
- (g) declare that the steps to occur, be taken and be effected on the Plan Implementation are deemed to occur, be taken and effected, and to be effective in the sequential order contemplated by Section 5.1 on Plan Implementation, beginning at the Effective Time;
- (h) declare that effective upon Plan Implementation, JMB and 216 shall cease to be Applicants in the CCAA Proceedings, and JMB and 216 shall be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, save and except for the Amended Sanction Order, the Amended RVO and the Amended SAVO shall continue to apply to JMB and 216 in all respects;
- (i) authorize the Monitor to perform its functions and fulfil its obligations under this Plan and the Amended Sanction Order in order to facilitate the implementation of this Plan; and

- (j) declare that JMB, 216 Mantle, RLF Holdings, the Affected Creditors and the Monitor may apply to the Court for advice and direction in respect of any matter arising from or under this Plan.

ARTICLE 7 – CONDITIONS TO PLAN IMPLEMENTATION

7.1 Conditions to Plan Implementation

Plan Implementation will be conditional upon the fulfillment, satisfaction or waiver of the following conditions:

- (a) the Affected Creditors shall have agreed to this Plan in accordance with Section 3.5;
- (b) the Court will have granted the Amended Sanction Order, the operation and effect of which will not have been stayed, reversed or amended;
- (c) the conditions set out in Sections 5.1, 5.2 and 5.3 of the Amended Purchase Agreement shall have been fulfilled, satisfied or waived in accordance with the Amended Purchase Agreement;
- (d) Mantle, Fiera and ATB entering into the Cost Allocation Agreement (as defined in the Amended Purchase Agreement); and
- (e) Mantle and ATB entering into the ATB Agreement.

7.2 Monitor's Certificate of Plan Implementation

Upon the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the Monitor shall issue to JMB, 216, Mantle, CARC, RLF Holdings and the Affected Creditors a certificate stating that such conditions have been satisfied, fulfilled and/or waived in accordance with this Plan and file such certificate with the Court.

ARTICLE 8 – GENERAL

8.1 Binding Effect

At the Effective Time:

- (a) this Plan will become effective;
- (b) the treatment of Existing JMB Shareholders and Existing 216 Shareholders under this Plan will be final and binding for all purposes and enure to the benefit of JMB, 216, Mantle, RLF Holdings and all Persons named or referred to in, or subject to, this Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) each Existing JMB Shareholder and Existing 216 Shareholder will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety;

- (d) each Existing JMB Shareholder will be deemed to have executed and delivered to JMB all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety; and
- (e) each Existing 216 Shareholder will be deemed to have executed and delivered to 216 all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety

8.2 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.3 Non-Consummation

If Plan Implementation does not occur by April 16, 2021, or such later date as agreed to in writing by Mantle and the Monitor, (a) this Plan will be null and void in all respects, and (b) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, will (i) constitute or be deemed to constitute a waiver or release of any claims by or against JMB, 216 or any other Person; (ii) prejudice in any manner the rights of JMB, 216 or any other Person in any further proceedings involving JMB or 216; or (iii) constitute an admission of any sort by JMB, 216 or any other Person.

8.4 Modification of Plan

- (a) Prior to the Amended Sanction Order being made, Mantle and JMB may amend, restate, modify and/or supplement this Plan with the prior consent of the Monitor and on notice to the Affected Creditors provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court, and if such amendment, restatement, modification or supplement is made subsequent to the Affected Creditors voting to approve this Plan, any such amendment, restatement, modification or supplement that materially affects the rights and benefits of the Affected Creditors shall require the prior written consent of the Affected Creditors.
- (b) Subsequent to the Amended Sanction Order being made:
 - (i) Mantle, JMB and 216 shall be permitted to make any amendment, restatement, modification or supplement to this Plan that does not materially alter any rights or benefits of the Affected Creditors under this Plan, and, in the opinion of JMB, 216, Mantle and the Monitor, is of an administrative nature required to better give effect to Plan Implementation and the Amended Sanction Order or to cure any errors, omissions or ambiguities; and
 - (ii) With respect to any amendment, restatement, modification or supplement to this Plan that is not within the scope of Section 8.4(b)(i), Mantle, JMB and 216 shall be permitted to make such amendment, restatement, modification or supplement with the consent in writing of the Affected Creditors and approval of the Court.

- (c) Any amendment, restatement, modification or supplement to this Plan which is made in accordance with this Section 8.4 and filed or, if applicable, approved by the Court will for all purposes form part of and incorporated into this Plan.

8.5 Severability of Plan Provisions

If, prior to the Plan Implementation Date, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, (a) JMB, 216 and Mantle, with the prior consent of the Monitor, may amend sever such term or provision from this Plan and proceed with Plan Implementation, or (b) JMB, 216, Mantle or the Monitor may apply to the Court for advice and direction or to amend this Plan to make such term or provision of this Plan valid and enforceable to the maximum extent practicable, consistent with the purpose of the original term or provision. Notwithstanding, the foregoing, if Plan Implementation proceeds, the remaining the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by a term or provision being invalid, void or unenforceable.

8.6 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings and this Plan with respect to JMB, 216 and ResidualCo, and will not be responsible or liable for any claims against JMB, 216, ResidualCo or Mantle for any Liabilities of JMB, 216 or ResidualCo.

8.7 Notices

Any notice of other communication to be delivered hereunder must be in writing and refer to this Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, email or by a functionally equivalent form of electronic transmission addressed to the recipient as follows:

- (a) If to JMB or 216:

JMB Crushing Systems Inc.
2161889 Alberta Ltd.
PO Box 6977
Bonnyville, Alberta T9N 2H4

Email: blakeelyea@jmbcrush.com
Attention: Blake M. Elyea, CPA, CGA, CIRP, LIT
Chief Restructuring Advisor

with a copy to:

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

Attention: Tom Cumming
E-mail: tom.cumming@gowlingwlg.com

- (b) If to the Monitor:

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FTI Consulting Canada Inc.
1000, 888-3rd Street SW
Bankers Hall, West Tower
Calgary, Alberta T2P 5C5

Attention: Deryck Helkaa
E-mail: deryck.helkaa@fticonsulting.com

with a copy to:

McCarthy Tétrault LLP
4000, 421 - 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Sean Collins
E-mail: scollins@mccarthy.ca

(c) If to Mantle:

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

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

with a copy to:

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

Attention: Tom Cumming
E-mail: tom.cumming@gowlingwlg.com

or to such other address as any such party may from time to time notify the others in accordance with this Section. Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of being emailed or sent by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, emailed or sent before 5:00 p.m. on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

8.8 Further Assurances

Each of the Persons named or referred to in, or subject to, this Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

DATED as of the 23rd day of March, 2021.

Schedule "A"
Amended Articles

Incorporation number: BC1190335

JMB CRUSHING SYSTEMS INC.
(the "Company")

The Company has as its articles the following articles.

Full name and signature of director	Date of signing
_____	_____, 2021

JMB CRUSHING SYSTEMS INC.

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ARTICLE 1 INTERPRETATION

- 1.1 Definitions.** In these Articles, unless the context otherwise requires:
- (a) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
 - (b) “*Business Corporations Act*” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
 - (c) “legal personal representative” means the personal or other legal representative of the shareholder;
 - (d) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register;
 - (e) “seal” means the seal of the Company, if any.

1.2 *Business Corporations Act and Interpretation Act Definitions Applicable.* The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

ARTICLE 2 SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure. The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate. Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgement. Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder’s name or (b) a non-transferable written acknowledgement of the shareholder’s right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders’ duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail. Any share certificate or non-transferable written acknowledgement of a shareholder’s right to obtain a share certificate may be sent to the

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shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement. If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

- (a) order the share certificate or acknowledgement, as the case may be, to be cancelled; and
- (b) issue a replacement share certificate or acknowledgement, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement. If a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or acknowledgement, as the case may be, if the directors receive:

- (a) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and
- (b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates. If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee. There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts. Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

ARTICLE 3 ISSUE OF SHARES

3.1 Directors Authorized. Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise

dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts. The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage. The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue. Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (a) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (i) past services performed for the Company;
 - (ii) property;
 - (iii) money; and
- (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights. Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

ARTICLE 4 SHARE REGISTERS

4.1 Central Securities Register. As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register. The Company must not at any time close its central securities register.

ARTICLE 5 SHARE TRANSFERS

5.1 Registering Transfers. A transfer of a share of the Company must not be registered unless:

- (a) a duly signed instrument of transfer in respect of the share has been received by the Company;
- (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and
- (c) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Form of Instrument of Transfer. The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder. Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer. If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

- (a) in the name of the person named as transferee in that instrument of transfer; or
- (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required. Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee. There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

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ARTICLE 6 TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death. In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative. The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

ARTICLE 7 PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares. Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent. The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (a) the Company is insolvent; or
- (b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares. If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (a) is not entitled to vote the share at a meeting of its shareholders;
- (b) must not pay a dividend in respect of the share; and
- (c) must not make any other distribution in respect of the share.

ARTICLE 8 BORROWING POWERS

8.1 Borrowing Powers. The Company, if authorized by the directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

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- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

ARTICLE 9 ALTERATIONS

9.1 Alteration of Authorized Share Structure. Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (d) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decrease the par value of those shares; or
 - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares; or
- (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions. Subject to the *Business Corporations Act*, the Company may by special resolution:

- (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

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- (b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name. The Company may by ordinary resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations. If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

ARTICLE 10 MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings. Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting. If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders. The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders. The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

10.5 Record Date for Notice. The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (a) if and for so long as the Company is a public company, 21 days;

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- (b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting. The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice. The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders. If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9 Location of Meetings of Shareholder. Meeting of shareholders of the Company may be held outside British Columbia anywhere within Canada, United States of America, or by telephone.

ARTICLE 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business. At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

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- (b) at an annual general meeting, all business is special business except for the following:
- (i) business relating to the conduct of or voting at the meeting;
 - (ii) consideration of any financial statements of the Company presented to the meeting;
 - (iii) consideration of any reports of the directors or auditor;
 - (iv) the setting or changing of the number of directors;
 - (v) the election or appointment of directors;
 - (vi) the appointment of an auditor;
 - (vii) the setting of the remuneration of an auditor;
 - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority. The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum. Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum. If there is only one shareholder entitled to vote at a meeting of shareholders:

- (a) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend. The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum. No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum. If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting. If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair. The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any; or
- (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair. If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments. The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting. It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decision by Show of Hands or Poll. Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result. The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands

or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded. No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote. In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll. Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (a) the poll must be taken:
 - (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (ii) in the manner, at the time and at the place that the chair of the meeting directs;
- (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment. A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute. In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes. On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll. No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll. Not to Prevent Continuance of Meeting. The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies. The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business

hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

11.24 Meeting by Telephone or Other Communications Medium. A shareholder or proxy holder may participate in a meeting of the shareholders in person or by telephone if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A shareholder or proxy holder may participate in a meeting of the shareholders by a communications medium other than telephone if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all shareholders or proxy holders who wish to participate in the meeting agree to such participation. A shareholder or proxy holder who participates in a meeting in a manner contemplated by this Article 11.24 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

ARTICLE 12 VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares. Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity. A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders. If there are joint shareholders registered in respect of any share:

- (a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders. Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder. If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (a) for that purpose, the instrument appointing a representative must:
 - (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (b) if a representative is appointed under this Article 12.5:
 - (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies. Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders. Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders. A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder. A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

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- (b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
- (c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy. A proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote. A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy. A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[Name of Company]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

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Signed this ____ day of _____, _____.

(Signature of shareholder)_____
(Name of shareholder - printed)

12.13 Revocation of Proxy. Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

- (a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed. An instrument referred to in Article 12.13 must be signed as follows:

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote. The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

ARTICLE 13 DIRECTORS

13.1 First Directors; Number of Directors. The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;
- (b) if the Company is a public company, the greater of three and the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

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- (ii) the number of directors set under Article 14.4;
- (c) if the Company is not a public company, the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors. If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

- (a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy. An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors. A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors. The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors. The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors. If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director. Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

ARTICLE 14
ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting. At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director. No election, appointment or designation of an individual as a director is valid unless:

- (a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors. If:

- (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or
- (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (c) the date on which his or her successor is elected or appointed; and
- (d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled. If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such

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election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies. Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act. The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies. If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors. Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment

14.9 Ceasing to be a Director. A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders. The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors. The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

ARTICLE 15 POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management. The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

15.2 Appointment of Attorney of Company. The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

ARTICLE 16 DISCLOSURE OF INTEREST OF DIRECTORS

16.1 Obligation to Account for Profits. A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

16.2 Restrictions on Voting by Reason of Interest. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

16.3 Interested Director Counted in Quorum. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

16.4 Disclosure of Conflict of Interest or Property. A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or

interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

16.5 Director Holding Other Office in the Company. A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.6 No Disqualification. No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

16.7 Professional Services by Director or Officer. Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

16.8 Director or Officer in Other Corporations. A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

ARTICLE 17 PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors. The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

17.2 Voting at Meetings. Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

17.3 Chair of Meetings. The following individual is entitled to preside as chair at a meeting of directors:

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (c) any other director chosen by the directors if:
 - (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

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- (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
- (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

17.4 Meetings by Telephone or Other Communications Medium. A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 17.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

17.5 Calling of Meetings. A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

17.6 Notice of Meetings. Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Article 23.1 or orally or by telephone.

17.7 When Notice Not Required. It is not necessary to give notice of a meeting of the directors to a director if:

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (b) the director has waived notice of the meeting.

17.8 Meeting Valid Despite Failure to Give Notice. The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director does not invalidate any proceedings at that meeting.

17.9 Waiver of Notice of Meetings. Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to such director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director.

17.10 Quorum. The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if

the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

17.11 Validity of Acts Where Appointment Defective. Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

17.12 Consent Resolutions in Writing. A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

ARTICLE 18 EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee. The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (a) the power to fill vacancies in the board of directors;
- (b) the power to remove a director;
- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees. The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:
 - (i) the power to fill vacancies in the board of directors;
 - (ii) the power to remove a director;

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- (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (iv) the power to appoint or remove officers appointed by the directors; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees. Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) report every act or thing done in exercise of those powers at such times as the directors may require.

18.4 Powers of Board. The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

- (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (b) terminate the appointment of, or change the membership of, the committee; and
- (c) fill vacancies in the committee.

18.5 Committee Meetings. Subject to Article 18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

- (a) the committee may meet and adjourn as it thinks proper;
- (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (c) a majority of the members of the committee constitutes a quorum of the committee; and
- (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

ARTICLE 19 OFFICERS

19.1 Directors May Appoint Officers. The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

- 19.2 Functions, Duties and Powers of Officers.** The directors may, for each officer:
- (a) determine the functions and duties of the officer;
 - (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
 - (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

19.3 Qualifications. No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

19.4 Remuneration and Terms of Appointment. All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

ARTICLE 20 INDEMNIFICATION

- 20.1 Definitions.** In this Article 20:
- (a) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
 - (b) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director or former director of the Company (an “eligible party”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director of the Company:
 - (i) is or may be joined as a party; or
 - (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
 - (c) “expenses” has the meaning set out in the *Business Corporations Act*.

20.2 Mandatory Indemnification of Directors and Former Directors. Subject to the *Business Corporations Act*, the Company must indemnify a director or former director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

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20.3 Indemnification of Other Persons. Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with *Business Corporations Act*. The failure of a director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Article 20.

20.5 Company May Purchase Insurance. The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (a) is or was a director, officer, employee or agent of the Company;
- (b) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (c) at the request of the Company, is or was a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (d) at the request of the Company, holds or held a position equivalent to that of a director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.

ARTICLE 21 DIVIDENDS

21.1 Payment of Dividends Subject to Special Rights. The provisions of this Article 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

21.2 Declaration of Dividends. Subject to 'the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

21.3 No Notice Required. The directors need not give notice to any shareholder of any declaration under Article 21.2.

21.4 Record Date. The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend. A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

21.6 Settlement of Difficulties. If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (a) set the value for distribution of specific assets;
- (b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

21.7 When. Dividend. Payable. Any dividend may be made payable on such date as is fixed by the directors.

21.8 Dividends to be Paid in Accordance with Number of Shares. All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

21.9 Receipt by Joint Shareholders. If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

21.10 Dividend Bears No Interest. No dividend bears interest against the Company.

21.11 Fractional Dividends. If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

21.12 Payment of Dividends. Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

21.13 Capitalization of Surplus. Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

ARTICLE 22 DOCUMENTS, RECORDS AND REPORTS

22.1 Recording of Financial Affairs. The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

22.2 Inspection of Accounting Records. Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

ARTICLE 23 NOTICES

23.1 Method of Giving Notice. Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (a) mail addressed to the person at the applicable address for that person as follows:
 - (i) for a record mailed to a shareholder, the shareholder's registered address;
 - (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the mailing address of the intended recipient;
- (b) delivery at the applicable address for that person as follows, addressed to the person:
 - (i) for a record delivered to a shareholder, the shareholder's registered address;
 - (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the delivery address of the intended recipient;
- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (e) physical delivery to the intended recipient;
- (f) as otherwise permitted by any securities legislation (together with all regulations and rules made and promulgated thereunder and all administrative policy statements, blanket orders, and rulings, notices, and other administrative directions issued by securities commissions or similar authorities appointed thereunder) in any province or territory of Canada or in the federal jurisdiction of

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the United States or in any state of the United States that is applicable to the Company.

23.2 Deemed Receipt of Mailing. A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

23.3 Certificate of Sending. A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 23.1, prepaid and mailed or otherwise sent as permitted by Article 23.1 is conclusive evidence of that fact

23.4 Notice to Joint Shareholders. A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

23.5 Notice to Trustees. A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (a) mailing the record, addressed to them:
 - (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (b) if an address referred to in paragraph (a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

ARTICLE 24 SEAL AND EXECUTION OF DOCUMENTS

24.1 Who May Attest Seal. Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (a) any two directors;
- (b) any officer, together with any director;
- (c) if the Company only has one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by the directors.

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24.2 Sealing Copies. For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer.

24.3 Mechanical Reproduction of Seal. The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

24.4 Execution of Documents Generally. The Directors may from time to time by resolution appoint any one or more persons, officers or Directors for the purpose of executing any instrument, document or agreement in the name of and on behalf of the Company for which the seal need not be affixed, and if no such person, officer or Director is appointed, then any one officer or Director of the Company may execute such instrument, document or agreement.

ARTICLE 25 PROHIBITIONS

25.1 Definitions. In this Article 25:

- (a) “**designated security**” means:
 - (i) a voting security of the Company;
 - (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph (i) or (ii);
- (b) “**security**” has the meaning assigned in the *Securities Act* (British Columbia);
- (c) “**voting security**” means a security of the Company that:
 - (i) is not a debt security, and
 - (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

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25.2 Application. Article 25.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

25.3 Consent Required for Transfer of Shares or Designated Securities. No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

ARTICLE 26 AUTHORIZED SHARE STRUCTURE

Without restricting the rights of the holders of Class A Common Shares provided under the *Business Corporations Act*, the Class A Common Shares will have the following attributes:

26.1 Voting Rights. The holders of the Class A Common Shares shall be entitled to receive notice of, and to attend, all meetings of the shareholders of the Company and shall have one vote for each Class A Common Share held, at all meetings of the shareholders of the Company, except for meetings at which only of another specified class or series of shares of the Company (if and as applicable) are entitled to vote separately as a class or series.

26.2 Dividends. The holders of the Class A Common Shares shall be entitled to receive dividends and the Company shall pay dividends, as and when declared by the Board of Directors of the Company in their absolute discretion, in such amount and in such form as the Board of Directors of the Company may from time to time determine, and all dividends which the Board of Directors of the Company may declare on the Class A Common Shares shall be declared and paid in equal amounts per share on all Class A Common Shares at the time outstanding.

26.3 Dissolution. In the event of the dissolution, liquidation or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Class A Common Shares shall be entitled to participate equally in the distribution of the Company's assets pursuant to the liquidation, dissolution or winding up of the Company.

Schedule "B" Notice of Alteration



NOTICE OF ALTERATION FORM 11 – BC COMPANY Section 257(4) Business Corporations Act

Telephone: 1 877 526-1526
www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the Business Corporations Act for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A	INCORPORATION NUMBER OF COMPANY BC1190335						
B	NAME OF COMPANY JMB Crushing Systems Inc.						
C	ALTERATIONS TO THE NOTICE OF ARTICLES Please indicate what information on the Notice of Articles is to be altered: ("altered" means create, add to, vary or delete) <table style="width: 100%; margin-top: 10px;"> <tr> <td><input type="checkbox"/> Company name</td> <td><input checked="" type="checkbox"/> Date of a Resolution or Court Order (applies to special rights or restrictions only)</td> </tr> <tr> <td><input type="checkbox"/> A translation of company name</td> <td><input checked="" type="checkbox"/> Authorized Share Structure</td> </tr> <tr> <td><input type="checkbox"/> Pre-existing Company Provisions</td> <td></td> </tr> </table>	<input type="checkbox"/> Company name	<input checked="" type="checkbox"/> Date of a Resolution or Court Order (applies to special rights or restrictions only)	<input type="checkbox"/> A translation of company name	<input checked="" type="checkbox"/> Authorized Share Structure	<input type="checkbox"/> Pre-existing Company Provisions	
<input type="checkbox"/> Company name	<input checked="" type="checkbox"/> Date of a Resolution or Court Order (applies to special rights or restrictions only)						
<input type="checkbox"/> A translation of company name	<input checked="" type="checkbox"/> Authorized Share Structure						
<input type="checkbox"/> Pre-existing Company Provisions							
D	ALTERATION EFFECTIVE DATE – Choose one of the following: <input checked="" type="checkbox"/> The alteration is to take effect at the time that this notice is filed with the registrar. <div style="text-align: right; margin-left: 150px;">YYYY / MM / DD</div> <input type="checkbox"/> The alteration is to take effect at 12:01a.m. Pacific Time on _____ being a date that is not more than ten days after the date of the filing of this notice. <div style="text-align: right; margin-left: 150px;">YYYY / MM / DD</div> <input type="checkbox"/> The alteration is to take effect at _____ a.m. or _____ p.m. Pacific Time on _____ being a date and time that is not more than ten days after the date of the filing of this notice.						
E	CHANGE OF COMPANY NAME The company is to change its name from _____ to (choose one of the following): <input type="checkbox"/> _____ . This name has been reserved for the company under name reservation number _____ , or <input type="checkbox"/> a name created by adding "B.C. Ltd." after the incorporation number of the company.						
F	TRANSLATION OF COMPANY NAME Set out every new translation of the company name, or set out any change or deletion of an existing translation of the company name to be used outside of Canada. Additions: Set out every new translation of the company name that the company intends to use outside of Canada. <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 10px;"></div>						

Changes: Change the following translation(s) of the company name:

PREVIOUS TRANSLATION OF THE COMPANY NAME	NEW TRANSLATION OF THE COMPANY NAME

Deletions: Remove the following translation(s) of the company name:

G PRE-EXISTING COMPANY PROVISIONS (refer to Part 17 and Table 3 of the Regulation under the *Business Corporations Act*)
 Complete this item only if the company has resolved that none of the Pre-existing Company Provisions are to apply to this company.

The company has resolved that the Pre-existing Company Provisions are no longer to apply to this company.

H AUTHORIZED SHARE STRUCTURE

Set out the date of each resolution or court order altering special rights or restrictions attached to a class or series of shares.

YYYY / MM / DD

Set out the new authorized share structure

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.		Type of currency	Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✓)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✓)	WITH A PAR VALUE OF (\$)		YES (✓)	NO (✓)
Class A Common	✓		✓				✓

I CERTIFIED CORRECT – I have read this form and found it to be correct.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY	DATE SIGNED
	X	YYYY / MM / DD

Schedule "C"
Form of Proxy

**FORM OF PROXY AND VOTING LETTER
FOR AFFECTED CREDITORS**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"); AND IN THE MATTER OF the proceedings of JMB Crushing Systems Inc. ("**JMB**") AND 2161889 Alberta Ltd. ("**216**") under the CCAA (the "**CCAA Proceedings**"); AND IN THE MATTER OF an Amended and Restated Plan of Arrangement of JMB, 216 and Mantle Materials Group, Ltd. (the "**Amended Plan**") under the CCAA and the *Business Corporations Act*, SBC 2002, c 57, as amended

TO: FTI Consulting Canada Inc., in its capacity as Court appointed monitor of JMB and 216 in the CCAA Proceedings

_____ (*insert name of creditor*) (the "**Creditor**") is an "Affected Creditor" (as such term is defined under the Amended Plan) of JMB.

The Creditor hereby:

1. votes FOR the approval of the Amended Plan;
2. acknowledges that if all of the other Affected Creditors vote for the approval of the Amended Plan by Proxy and Voting Letter, the Monitor is authorized to dispense with holding a Creditors' Meeting;
3. in the event that the Monitor holds a Creditors' Meeting, appoints _____ (*insert name of proxyholder*), with full power of substitution, as proxyholder for the Creditor (the "**Proxyholder**") to attend, vote and otherwise act for and on behalf of the Creditor at any Creditors' Meeting (as defined in the Amended Plan);
4. empowers the Proxyholder to vote FOR the approval of the Amended Plan and otherwise act for and on behalf of the Creditor at the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof, including with respect to any amendment, restatement, modification or supplement of the Amended Plan, and with respect to any matters that may come before any such Creditors' Meeting.

DATED this _____ day of _____, 2021.

CREDITOR'S SIGNATURE:

_____ (*name of Affected Creditor*)

By:

Name:

Title:

THIS IS EXHIBIT "E" REFERRED TO IN
THE AFFIDAVIT OF AARON PATSCH
SWORN BEFORE ME
THIS 30th DAY OF MARCH, 2021

Robin Grace White
A Notary Public in and for the State of Colorado
Robin Grace White
My commission expires 11/16/21

ROBIN GRACE WHITE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134065976
MY COMMISSION EXPIRES NOVEMBER 16, 2021

COURT FILE NO. 2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

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

DOCUMENT **AMENDED AND RESTATED PLAN OF ARRANGEMENT**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

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

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

Phone: 403.298.1938/403.298.1992/403.298.1018

Fax: 403.263.9193

File No.: A163514

Clerk's Stamp

PLAN OF ARRANGEMENT

WHEREAS:

- A. JMB Crushing Systems Inc. (“**JMB**”) and Mantle Materials Group, Ltd. (“**Mantle**”) are corporations incorporated under British Columbia’s *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BC BCA**”) and 2161889 Alberta Ltd. (“**216**”) is a corporation incorporated under Alberta’s *Business Corporations Act*, RSA 2000, c B-9 (the “**ABCA**”).
- B. Canadian Aggregate Resources Corporation (“**CARC**”), a corporation incorporated under the laws of the State of Delaware, owns all of the Class A Common Shares in JMB, and J Buck and Sons Inc. (“**JBAS**”) owns all of the Class B Common Shares in JMB. JMB owns all of the shares in 216.
- C. RLF Canada Holdings Limited (“**RLF Holdings**”), a corporation incorporated under the laws of the State of Colorado, is the sole shareholder of all issued and outstanding shares of Mantle. Both CARC and RLF Holdings are wholly owned subsidiaries of Resource Land Fund V LP, a US private equity fund.
- D. The primary secured creditors of JMB and 216 are ATB Financial (“**ATB**”) and Fiera Private Debt Fund VI LP, by its general partner Fiera Private Debt Fund GP Inc. (“**Fund VI**”) and Fiera Private Debt Fund V LP, by its general partner Fiera Private Debt Fund GP Inc., acting in its capacity as collateral agent for and on behalf of and for the benefit of Fund VI (collectively, “**Fiera**”), each of whom have Security Interests over all of the undertaking, property and assets of JMB and 216.
- E. The Security Interests in favour of ATB and Fiera rank in priority to any other Creditors of JMB and 216, other than certain PMSIs in respect of specific PMSI Property.
- F. JMB and 216 filed an originating application for protection under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”, and the proceedings commenced by such application, the “**CCAA Proceedings**”), and pursuant to an initial order pronounced by the Honourable Justice K.M. Eidsvik on May 1, 2020 (the “**Filing Date**”), JMB and 216 were declared to be companies to which the CCAA applied, FTI Consulting Canada Inc. was appointed as monitor of JMB and 216, and all proceedings against JMB and 216 were stayed. The initial order was amended and restated by a further order of Honourable Madam Justice Eidsvik pronounced on May 11, 2020 (the initial order, as amended, being the “**Initial Order**”) under which the initial stay of proceedings was extended, a sale and investment solicitation process (the “**SISP**”) was approved and Sequeira Partners was appointed as sale advisor under the SISP.
- G. Mantle submitted a superior bid in the SISP and pursuant to an amended and restated asset purchase agreement dated September 28, 2020 (the “**Original Purchase Agreement**”) between JMB and 216 as vendors and Mantle as purchaser, JMB and 216 agreed to sell and Mantle agreed to purchase certain assets. The transactions contemplated by the Original Purchase Agreement (the “**Original Transactions**”) were to be implemented pursuant to a sale approval and vesting order (the “**Original SAVO**”), a reverse vesting order (the “**Original RVO**”), an assignment order (the “**Original Assignment Order**”) and a sanction order (the “**Original Sanction Order**”), each

pronounced on October 16, 2020 by the Honourable Justice K.M. Eidsvik. The Original Sanction Order sanctioned a plan of arrangement of JMB and Mantle (the “**Original Plan**”) under which, *inter alia*, (1) the Class A Common Shares of CARC were to be transferred to RLF Holdings for no consideration, (2) the Class B Common Shares of JBAS were to be redeemed for no consideration and cancelled, (3) Mantle was to assume the ATB Assumed Debt, the Fiera Assumed Debt and the Assumed Liabilities in partial payment of the Purchase Price payable under the Original Purchase Agreement, and (4) JMB was to cease to be an applicant within the CCAA Proceedings.

- H. Under the Original Purchase Agreement, the Original Transactions were conditional, *inter alia*, upon Alberta Environment and Parks (the “**AEP**”) approving the transfers and assignments of (1) certain public lands dispositions of 216 to Mantle, (2) certain registrations in favour of JMB under the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12 (the “**EPEA**”) to Mantle, (3) certain public lands dispositions of JMB to 216, and (4) certain registrations in favour of JMB under the EPEA to 216. Mantle, JMB and 216 have been unable to obtain such approvals from the AEP.
- I. In order to permit the acquisition by Mantle of the business and core assets of JMB and 216 to proceed, and given that such acquisition maximizes the benefits available to the Affected Creditors, suppliers and customers of JMB and 216, employees of 216, the communities in which JMB and 216 operated, and the environment, Mantle, JMB and 216 have entered into an amended and restated purchase agreement dated March 3, 2021 (the “**Amended Purchase Agreement**”), amending and restating the Original Purchase Agreement. Under the acquisition and reorganization transactions contemplated by the Amended Purchase Agreement (the “**Acquisition and Reorganization Transactions**”), (1) 2324159 Alberta Inc. (“**ResidualCo**”) was incorporated under the ABCA, (2) JMB and 216 would retain all dispositions of public lands in which they have an interest, (3) JMB would retain all registrations issued to it by the AEP under the EPEA, (4) certain excluded assets and liabilities of JMB and 216 would be vested in ResidualCo, and (5) this Plan would be proposed to the Affected Creditors amending and restating the Original Plan and adding 216 as a party that, together with JMB and Mantle, is proposing this Plan.
- J. The Acquisition and Reorganization Transactions will be implemented pursuant to the amended and restated approval and vesting order (the “**Amended SAVO**”), which will amend and restate the Original SAVO, the amended and restated reverse vesting order (the “**Amended RVO**”), which will amend and restate the Original RVO, the order amending the Original Assignment Order (the Original Assignment Order, as amended, being the “**Amended Assignment Order**”), and the amended and restated sanction order (the “**Amended Sanction Order**”), which will amend and restate the Original Sanction Order.

NOW THEREFORE JMB, 216 and Mantle hereby propose and present this Plan under and pursuant to the CCAA, the BC BCA and the ABCA:

ARTICLE 1 – DEFINITIONS AND INTERPRETATION**1.1 Definitions**

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

- (a) “**216**” is defined in Recital A.
- (b) “**216 Shares of JMB**” means Existing 216 Shares held by JMB.
- (c) “**ABCA**” is defined in Recital A.
- (d) “**Acquired Assets**” is defined in the Amended Purchase Agreement.
- (e) “**Acquisition Closing**” means the completion of the Acquisition and Reorganization Transactions pursuant to the Amended Purchase Agreement and this Plan.
- (f) “**Acquisition and Reorganization Transactions**” is defined in Recital I.
- (g) “**AEP**” is defined in Recital H.
- (h) “**Affected Claim**” mean the ATB Indebtedness, the Fiera Indebtedness and any Liabilities owing to any other Affected Creditor secured by a Lien ranking in priority to any other Lien attaching to Transaction Assets.
- (i) “**Affected Creditor**” means any Secured Creditor that has a Lien attaching to some or all of the Transaction Assets that ranks in priority to any other Lien attaching to such Transaction Assets, including to the Security Interests in favour of ATB and Fiera, but for greater certainty, does not include the Canada Revenue Agency or Receiver General of Canada.
- (j) “**Aggregate**” means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.
- (k) “**Aggregate Pit**” means a pit from which Aggregate is extracted and other infrastructure located on lands subject to an Aggregate Pit Agreement.
- (l) “**Aggregate Pit Agreement**” is defined in the Amended Purchase Agreement.
- (m) “**Amended Articles**” means the amended articles of JMB, reflecting the alterations to the Original Articles as provided for in this Plan, substantially in the form attached as **Schedule “A”**.
- (n) “**Amended Assignment Order**” is defined in Recital J.
- (o) “**Amended Purchase Agreement**” is defined in Recital I.
- (p) “**Amended RVO**” is defined in Recital J.

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- (q) “**Amended Sanction Order**” is defined in Recital J.
- (r) “**Amended SAVO**” is defined in Recital J.
- (s) “**Applicable Law**” means, with respect to any Person, property, transaction, event, business or other matter, any federal, state, provincial, local, domestic or foreign constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Permit, order or other requirement of any Governmental Authority whether or not having the force of law relating or applicable to such Person, property, transaction, event, business or other matter.
- (t) “**Assumed Liabilities**” means the Liabilities Mantle assumed by Mantle or retained JMB or 216 pursuant to section 2.5 of the Amended Purchase Agreement.
- (u) “**ATB**” is defined in Recital D.
- (v) “**ATB Agreement**” means an agreement between ATB and Mantle with respect to the ATB Assumed Debt.
- (w) “**ATB Assumed Debt**” means that portion of the ATB Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the ATB Agreement.
- (x) “**ATB Indebtedness**” means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB and 216 to ATB.
- (y) “**ATB Mortgage**” is defined in the Amended Purchase Agreement.
- (z) “**ATB Security Documents**” means the agreements, indentures and other documents granted by JMB to ATB which create Security Interests in favour of ATB.
- (aa) “**BC BCA**” is defined in Recital A.
- (bb) “**Business**” means business carried on by JMB specifically utilizing the Transaction Assets including the operation of Aggregate Pits and the extraction and sale of Aggregates therefrom.
- (cc) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.
- (dd) “**CARC**” is defined in Recital B.
- (ee) “**CCAA**” is defined in Recital F.
- (ff) “**CCAA Proceedings**” is defined in Recital F.
- (gg) “**Class A Common Shares**” means the Class A common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 26 of the Original Articles.

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- (hh) “**Class A Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares.
- (ii) “**Class B Common Shares**” means the Class B common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 27 of the Original Articles.
- (jj) “**Class B Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares.
- (kk) “**Class C Common Shares**” means the Class C common shares in the authorized share structure of JMB with the special rights and restrictions set out in Article 28 of the Original Articles.
- (ll) “**Class C Shareholder**” means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares.
- (mm) “**Court**” means the Alberta Court of Queen’s Bench presiding over the CCAA Proceedings or any appeals court therefrom.
- (nn) “**Creditor**” means any Person to whom JMB or 216 owes, is liable for or is required to pay or perform Liabilities.
- (oo) “**Creditors’ Meeting**” means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon this Plan.
- (pp) “**Effective Time**” means the effective time at which Plan Implementation occurs on the Plan Implementation Date or such other time on such date as JMB, 216, Mantle and the Monitor agree.
- (qq) “**EPEA**” is defined in Recital H.
- (rr) “**Excluded Disposed Assets**” is defined in the Amended Purchase Agreement.
- (ss) “**Excluded ResidualCo Assets**” is defined in the Amended Purchase Agreement.
- (tt) “**Existing 216 Shareholders**” means all holders of Existing 216 Shares.
- (uu) “**Existing 216 Shares**” means all existing shares in the capital of 216 and securities issued by 216.
- (vv) “**Existing JMB Shareholders**” means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other Security Holders, and “**Existing JMB Shareholder**” means any one of them.
- (ww) “**Existing JMB Shares**” means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other Securities, if any, and “**Existing JMB Share**” means any one of them.
- (xx) “**Fiera**” is defined in Recital D.

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- (yy) “**Fiera Assumed Debt**” means that portion of the Fiera Indebtedness that Mantle becomes liable for pursuant to this Plan and which is subject to the terms and provisions of the Fiera Exit Loan Agreement.
- (zz) “**Fiera Exit Loan Agreement**” means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt.
- (aaa) “**Fiera Indebtedness**” means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB and 216 to Fiera.
- (bbb) “**Fiera Security Documents**” means the agreements, indentures and other documents granted by JMB to Fiera which create Security Interests in favour of Fiera.
- (ccc) “**Filing Date**” is defined in Recital F.
- (ddd) “**Fund VI**” is defined in Recital D.
- (eee) “**Governmental Authority**” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.
- (fff) “**Initial Order**” is defined in Recital F.
- (ggg) “**JBAS**” is defined in Recital B.
- (hhh) “**JMB**” is defined in Recital A.
- (iii) “**JMB Real Property**” is defined in the Amended Purchase Agreement.
- (jjj) “**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Applicable Law, under any agreement or contract to which a Person is party or otherwise, and “**Liability**” means any one of the Liabilities.
- (kkk) “**Lien**” means any lien, hypothec (including legal hypothecs), Security Interest, encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, contingent rights (including options and rights of first refusal), adverse claims and other encumbrances on ownership rights of any kind or character or agreements to create the same.
- (lll) “**Mantle**” is defined in Recital A.

- (mmm) “**Monitor**” means FTI Consulting Canada Inc., in its capacity as Court appointed monitor in the CCAA Proceedings, of JMB and 216 until Plan Implementation, and ResidualCo thereafter.
- (nnn) “**Notice of Alteration**” means the notice of alteration to be filed with the Registrar pursuant to section 259(4) of the BC BCA to give effect to the alterations to the Notice of Articles and Original Articles as contemplated by this Plan, which Notice of Alteration is substantially in the form attached as **Schedule “B”**.
- (ooo) “**Notice of Articles**” means the notice of articles of JMB issued on December 14, 2018 by the Registrar under the BC BCA.
- (ppp) “**Non-Recourse Event**” is defined in Section 4.2.
- (qqq) “**Order**” means any order of a Court in the CCAA Proceedings.
- (rrr) “**Original Articles**” mean the articles of JMB dated November 13, 2018 and executed by CARC.
- (sss) “**Original Assignment Order**” is defined in Recital G.
- (ttt) “**Original Plan**” is defined in Recital G.
- (uuu) “**Original Purchase Agreement**” is defined in Recital G.
- (vvv) “**Original RVO**” is defined in Recital G.
- (www) “**Original Sanction Order**” is defined in Recital G.
- (xxx) “**Original SAVO**” is defined in Recital G.
- (yyy) “**Original Transactions**” is defined in Recital G.
- (zzz) “**Other Security**” means any share or other security in the capital of or issued by JMB other than the Class A Common Shares, the Class B Common Shares or the Class C Common Shares, and “**Other Securities**” means more than one.
- (aaaa) “**Other Security Holder**” means any Person with any interest in any Other Securities.
- (bbbb) “**Permit**” means any permit, license, approval, consent, authorization, registration, or certificate issued by and conservation and reclamation business plans approved by a Governmental Authority including registrations issued by the AEP under Alberta’s Code of Practice for Pits.
- (cccc) “**Person**” will be broadly interpreted and includes: (i) a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person; (ii) a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an

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

- (dddd) “**Plan**” means this plan of arrangement proposed by JMB, 216 and Mantle, amending and restating the Original Plan, together with the Schedules, as amended or restated from time to time.
- (eeee) “**Plan Implementation**” means the fulfillment, satisfaction or waiver of the conditions set out in Section 7.1 and the occurrence or effecting of the sequential steps set out in Section 5.1.
- (ffff) “**Plan Implementation Date**” means the date on which Plan Implementation occurs.
- (gggg) “**PMSI**” means any Security Interest attaching to PMSI Property which constitutes a purchase-money security interest contemplated under PPS Legislation or any lease of PMSI Property to JMB.
- (hhhh) “**PMSI Holder**” means any Person holding a PMSI as secured party or lessor or whose interest therein is derived therefrom.
- (iiii) “**PMSI Property**” means any tangible personal property in which JMB has an interest contemplated by PPS Legislation and any proceeds to which a PMSI attaches.
- (jjjj) “**PPS Legislation**” means the Applicable Laws providing for the creation of Security Interests in personal property, including the *Personal Property Security Act*, RSA 2000, c. P-7, as amended.
- (kkkk) “**Proceeds**” has the meaning given to that term in the PPS Legislation.
- (llll) “**Proxy**” means a form of proxy and voting letter pursuant to which an Affected Creditor may vote upon the Plan for the purposes of section 6 of the CCAA in advance or *in lieu* of a Creditors’ Meeting or appoint a proxyholder to attend and vote at a Creditors Meeting, which proxy and voting letter shall be substantially in the form attached as **Schedule “C”**, and “**Proxies**” means more than one Proxy.
- (mmmm) “**Purchase Price**” is defined in the Amended Purchase Agreement.
- (nnnn) “**Registrar**” means the person appointed as the Registrar of Companies under section 400 of the BC BCA.
- (oooo) “**Remaining 216 Liabilities**” means any Liabilities of 216 other than the Assumed Liabilities.
- (pppp) “**Remaining ATB Debt**” means the ATB Indebtedness in excess of the ATB Assumed Debt.
- (qqqq) “**Remaining Fiera Debt**” means the Fiera Indebtedness in excess of the Fiera Assumed Debt.

- (rrrr) “**Remaining JMB Liabilities**” means any Liabilities of JMB other than the Assumed Liabilities.
- (ssss) “**Remaining Liabilities**” means, collectively, the Remaining JMB Liabilities and Remaining 216 Liabilities.
- (tttt) “**Required Majority**” means a majority in number of the Affected Creditors who represent at least two-thirds in value of the Affected Claims.
- (uuuu) “**ResidualCo**” is defined in Recital I.
- (vvvv) “**RLF Holdings**” is defined in Recital C.
- (wwww) “**Secured Creditor**” means a Creditor to whom JMB and/or 216 owes Liabilities the payment and performance of which is secured by a Lien.
- (xxxx) “**Security Interest**” means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property.
- (yyyy) “**SISP**” is defined in Recital F.
- (zzzz) “**Tranche B Inventory**” is defined in the Amended Purchase Agreement.
- (aaaaa) “**Transaction Assets**” means all of the right, title, benefit, estate and interest of JMB and 216 in and to certain assets to be acquired by Mantle or retained by JMB and 216 under and pursuant to the Amended Purchase Agreement, but excluding the Excluded ResidualCo Assets and the Excluded Disposed Assets.
- (bbbbb) “**Unaffected Claims**” means the Liabilities of JMB and/or 216 to Persons other than an Affected Creditor.
- (ccccc) “**Unaffected Creditor**” means a Creditor that holds an Unaffected Claim.

1.2 Certain Rules of Interpretation

For the purposes of this Plan:

- (a) any reference in this Plan to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions;
- (b) any reference in this Plan to an Order or an existing document or exhibit filed or to be filed means such document or exhibit as it may have been or may be amended, modified, or supplemented;
- (c) the division of this Plan into Articles and Sections are for convenience of reference only and do not affect the construction or interpretation of this Plan, nor are the descriptive headings of Articles and Sections intended as complete or accurate descriptions of the content thereof;

- (d) the use of words in the singular or plural, or with a particular gender, including a definition, will not limit the scope or exclude the application of any provision of this Plan to such Person (or Persons) or circumstances as the context otherwise permits;
- (e) the words “**includes**” and “**including**” and similar terms of inclusion will not, unless expressly modified by the words “**only**” or “**solely**”, be construed as terms of limitation, but rather will mean “**includes but is not limited to**” and “**including but not limited to**”, so that references to included matters will be regarded as illustrative without being either characterizing or exhaustive;
- (f) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Calgary, Alberta (Mountain Time) and any reference to an event occurring on a Business Day will mean prior to 5:00 p.m. on such Business Day;
- (g) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (h) unless otherwise provided, any reference to a statute or other enactment of parliament, a legislature or other Government Authority includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation;
- (i) references to a specific Recital, Article or Section will, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specific Recital, Article or Section of this Plan, whereas the terms “**this Plan**”, “**hereof**”, “**herein**”, “**hereto**”, “**hereunder**” and similar expressions will be deemed to refer generally to this Plan and not to any particular Recital, Article, Section or other portion of this Plan and include any documents supplemental hereto; and
- (j) the word “**or**” is not exclusive.

1.3 Successors and Assigns

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

1.4 Currency

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

1.5 Governing Law

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

1.6 Schedules

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

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

ARTICLE 2 – PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of this Plan is:

- (a) to enable Mantle to continue the Business as a going concern from and after the Plan Implementation Date;
- (b) to provide for the arrangement of the ATB Indebtedness such that Mantle is deemed to assume the ATB Assumed Debt and, upon the occurrence of the Non-Recourse Event, ATB shall cease to have any right, remedy or recourse for the Remaining ATB Debt as against JMB and 216, but in any event without prejudice to any rights, remedies or recourses of ATB against ResidualCo for the Remaining ATB Debt;
- (c) to provide for the arrangement of the Fiera Indebtedness such that Mantle is deemed to assume the Fiera Assumed Debt and, upon the occurrence of the Non-Recourse Event, Fiera shall cease to have right, remedy or recourse for the Remaining Fiera Debt as against JMB and 216, but without prejudice to any rights, remedies or recourses of Fiera as against ResidualCo for the Remaining Fiera Debt;
- (d) to redeem and cancel all issued and outstanding Class B Common Shares, Class C Common Shares and Other Securities for no consideration, such that none of the shares of those classes of shares are allotted or issued;
- (e) to terminate the classes of Class B Common Shares and the Class C Common Shares from the authorized share structure of JMB and terminate any classes of any Other Securities;
- (f) to alter the Original Articles substantially in the form set out on Schedule "A";

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- (g) to alter the Notice of Articles to reflect the elimination of the Class B Common Shares and the Class C Common Shares in the authorized share structure of JMB;
- (h) to effect the transfer by CARC of the Class A Common Shares registered in its name, being the sole issued and outstanding Class A Common Shares, to RLF Holdings; and
- (i) to acquire for cancellation, and cancel, all Existing 216 Shares other than the 216 Shares of JMB.

This Plan is put forward in the expectation that the Persons with an economic interest in JMB and 216, when considered as a whole, will derive a greater benefit from the implementation of this Plan and the continuation of the Business as a going concern than would result from a bankruptcy, receivership or liquidation of JMB or 216.

2.2 Persons Affected by this Plan

This Plan affects:

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

2.3 Unaffected Creditors, Existing JMB Shareholders and Existing 216 Shareholders

- (a) The Unaffected Creditors are not affected by this Plan for the following reasons:
 - (i) pursuant to the Amended RVO, the Remaining Liabilities and the Excluded ResidualCo Assets will vest in ResidualCo and the rights, remedies and recourses of the Unaffected Creditors as against any Excluded ResidualCo Assets will continue and be uncompromised and unaffected by this Plan; and
 - (ii) each PMSI Holder is being permitted to take possession of the PMSI Property subject to its PMSI and to exercise all of its rights, remedies and recourses as against such PMSI Property, subject to its duty to account to JMB, the Monitor and Fiera, and as a result of the Amended RVO shall have a claim against ResidualCo and the Excluded ResidualCo Assets in respect of any Remaining Liabilities remaining owing to it following its disposition of such PMSI Property.
- (b) Because there are insufficient funds or property to repay the ATB Indebtedness and Fiera Indebtedness in full, or to repay the Remaining Liabilities, the Existing

JMB Shareholders and the Existing 216 Shareholders are not entitled to vote on this Plan.

ARTICLE 3 – CLASSIFICATION, APPROVAL AND RELATED MATTERS

3.1 Claims Procedure

The Monitor has confirmed the validity and quantum of the Affected Claims of the Affected Creditors and therefore the Affected Creditors shall not be obliged to take any additional steps to prove the quantum or validity of their Affected Claims or the validity of the Security Interests securing their Affected Claims.

3.2 Corporate Actions

- (a) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of JMB or 216 will occur and be effective as of Plan Implementation, and will be authorized and approved under this Plan and by the Court, where appropriate, as part of the Amended Sanction Order, in all respects and for all purposes without any requirement of further action by the directors of JMB, the Existing JMB Shareholders, 216 or the Existing 216 Shareholders. All necessary approvals to take actions will be deemed to have been obtained from the directors of JMB, the Existing JMB Shareholders, 216 and the Existing 216 Shareholders, including the deemed passing by any class of Existing JMB Shareholders or Existing 216 Shareholders of any resolution or special resolution.
- (b) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of Mantle have been authorized by all necessary resolutions of its directors and sole shareholder and will be authorized and approved by the Court as part of the Amended Sanction Order in all respects and for all purposes without any requirement of further action by the shareholders or directors or officers of Mantle.

3.3 Amended SAVO, Amended RVO and Amended Assignment Order

Pursuant to the Amended Purchase Agreement, Mantle, JMB and 216 will apply to the Court for the Amended SAVO, the Amended RVO and the Amended Assignment Order.

3.4 Class of Creditors entitled to Vote upon this Plan

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

3.5 Creditors' Meeting

- (a) In order for this Plan to be approved by the Affected Creditors, the Required Majority of the Affected Creditors must vote to agree to this Plan either in person at a Creditors' Meeting or by Proxy.
- (b) In the event that all of the Affected Creditors deliver executed Proxies to the Monitor in which they each vote in favour of this Plan, the Monitor may dispense

with holding a Creditors' Meeting and such Proxies shall be treated for all purposes as votes of such Affected Creditors agreeing to this Plan pursuant to section 6(1) of the CCAA.

- (c) For greater certainty, no Unaffected Creditor in respect of an Unaffected Claim and no Existing JMB Shareholder in respect of its Existing JMB Shares, or Existing 216 Shareholder in respect of its Existing 216 Shares, will be entitled to vote on this Plan or attend any Creditors' Meeting or any other meeting in respect of this Plan.

ARTICLE 4 – TERMS OF RESTRUCTURING

4.1 Arrangement of Affected Claims of Affected Creditors

Upon Plan Implementation, the Affected Claims of the Affected Creditors shall be arranged as follows:

- (a) Mantle shall be deemed to have assumed and become liable for the ATB Assumed Debt and the rights and obligations of Mantle and ATB in respect of the ATB Assumed Debt shall be governed by the terms of the ATB Agreement and the ATB Mortgage;
- (b) the transfer to and vesting in ResidualCo of the Remaining ATB Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining ATB Debt in accordance with this Plan, as set out in Section 2.1(b), and the Amended RVO, and the Security Interests created by:
 - (i) the ATB Security Documents shall severally attach to:
 - A. the Tranche B Inventory and its Proceeds as security for the ATB Assumed Debt, but upon repayment in full of the ATB Assumed Debt in accordance with the ATB Agreement, such Security Interests shall cease to attach to any property or assets of JMB, 216 or Mantle; and
 - B. all of the property and assets of JMB and 216 as security for the Remaining ATB Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB, 216 or Mantle; and
 - (ii) the ATB Mortgage shall mortgage and charge the JMB Real Property.

The Amended RVO shall not affect the nature or priority of the ATB Assumed Debt, the Remaining ATB Debt or the Security Interests created by the ATB Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed;

- (c) Mantle shall be deemed to have assumed and become liable for the Fiera Assumed Debt and the rights and obligations of Mantle and Fiera shall be governed by the terms of the Fiera Exit Loan Agreement;

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- (d) the transfer to and vesting in ResidualCo of the Remaining Fiera Debt pursuant to the Amended RVO shall be without prejudice to the continuing liability of JMB and 216 for the Remaining Fiera Debt in accordance with this Plan, as set out in Section 2.1(c), and the Amended RVO, the Security Interests created by the Fiera Security Documents shall severally attach to:
- (i) all of the property and assets of JMB, 216 and Mantle as security for the Fiera Assumed Debt; and
 - (ii) all of the property and assets of JMB, 216 and ResidualCo as security for the Remaining Fiera Debt, but upon the occurrence of the Non-Recourse Event, shall cease to attach to any such property or assets of JMB, 216 or Mantle as security for such Remaining Fiera Debt,

and the Amended RVO shall not affect the nature or priority of the Fiera Assumed Debt, the Remaining Fiera Debt or the Security Interests created by the Fiera Security Documents, which Security Interests shall continue to be of the same nature and have the same priority as they had immediately prior to the Amended RVO becoming effective and the Plan Implementation being completed; and

- (e) subject to Section 2.1(b) the nature of the Remaining ATB Debt and subject to Section 2.1(c) the nature of the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo, and the indebtedness, liabilities and obligations of ResidualCo under the Remaining ATB Debt and Remaining Fiera Debt shall not be limited, lessened or extinguished as a result of anything in this Plan or the occurrence of the Non-Recourse Event.

4.2 Effect of Amalgamation

In the event that following Plan Implementation, JMB, ~~216~~ and Mantle amalgamate, effective immediately prior to such amalgamation becoming effective:

- (a) ATB shall cease to have recourse against JMB or 216 for the Remaining ATB Debt, but without prejudice to the continuing liability of ResidualCo for the Remaining ATB Debt;
- (b) the Security Interests created by the ATB Security Documents that secure the Remaining ATB Debt shall cease to attach to any property or assets of JMB, 216 or Mantle, but without prejudice to the attachment of Security Interests created by the ATB Security Documents to the Tranche B Inventory and their Proceeds, or by the ATB Mortgage to the JMB Real Property, to secure the ATB Assumed Debt;
- (c) Fiera shall cease to have recourse against JMB or 216 for the Remaining Fiera Debt, but without prejudice to the continuing liability of ResidualCo for the Remaining Fiera Debt; and
- (d) the Security Interests created by the Fiera Security Documents that secure the Remaining Fiera Debt shall cease to attach to any property or assets of JMB,

216 or Mantle, but without prejudice to the attachment of Security Interests created by the Fiera Security Documents to secure the Fiera Assumed Debt,

(such amalgamation, and the termination of recourse against JMB and 216, being the “**Non-Recourse Event**”).

4.3 **Crown Priority Claims**

Within six (6) months after Plan Implementation, JMB and 216 will pay in full to Her Majesty in Right of Canada or any province any of their Liabilities of a kind that could be subject to a demand under the statutory provision referred to in section 6(3) of the CCAA that was outstanding on the Filing Date which has not been paid by Plan Implementation.

4.4 **Existing JMB Shareholders and Existing 216 Shareholders**

- (a) No Existing JMB Shareholder in respect of its Existing JMB Shares will be entitled to receive any consideration or distributions under this Plan, including from the redemption, cancellation and termination of the Class B Common Shares, the Class C Common Shares and the Other Securities, or for the transfer of the Class A Common Shares to RLF Holdings.
- (b) Effective on Plan Implementation:
 - (i) the issued and outstanding Class B Common Shares will be deemed to be redeemed and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Class B Shareholders or any other Person in respect of such redemption, cancellation and termination, and any and all claims of the Class B Shareholders in respect of or arising from the Class B Common Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (ii) any issued and outstanding Class C Common Shares will be deemed to be redemption and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Class C Shareholders in respect of such redemption, cancellation and termination, and any and all claims of the Class C Shareholders in respect of or arising from any Class C Common Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred;
 - (iii) any issued and outstanding Other Securities will be deemed to be redemption and to be fully, finally and irrevocably cancelled and terminated by JMB, no consideration shall be payable by JMB or any other Person hereunder or otherwise to the Other Security Holders in respect of such redemption, cancellation and termination, and any and all claims of the Other Security Holders in respect of or arising from the Other Securities will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred; and

- (iv) CARC and any other Class A Shareholder will be deemed to have transferred all of their Class A Common Shares to RLF Holdings such that, upon completion of such transfer, RLF Holdings shall be the sole Existing JMB Shareholder of JMB.
- (c) No Existing 216 Shareholder in respect of its Existing 216 Shares will be entitled to receive any consideration or distributions under this Plan, including from the acquisition and cancellation of the Existing 216 Shares other than the 216 Shares of JMB.
- (d) Effective on Plan Implementation, the issued and outstanding Existing 216 Shares, other than the 216 Shares of JMB, will be deemed to be acquired by 216 and to be fully, finally and irrevocably cancelled and terminated by 216, no consideration shall be payable by 216 or any other Person hereunder or otherwise to the Existing 216 Shareholders holding such Existing 216 Shares, or any other Person in respect of such acquisition and cancellation, and any and all claims of such Existing 216 Shareholders in respect of or arising from such Existing 216 Shares will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred.

4.5 Share Structure

Effective upon Plan Implementation:

- (a) the Original Articles are altered by (i) deleting in their entirety Articles 27 and 28 of the Original Articles, and (ii) altering Article 26 of the Original Articles to read as follows:

“ARTICLE 26 AUTHORIZED SHARE STRUCTURE

Without restricting the rights of the holders of Class A Common Shares provided under the Business Corporations Act, the Class A Common Shares will have the following attributes:

26.1 Voting Rights. The holders of the Class A Common Shares shall be entitled to receive notice of, and to attend, all meetings of the shareholders of the Company and shall have one vote for each Class A Common Share held, at all meetings of the shareholders of the Company, except for meetings at which only of another specified class or series of shares of the Company (if and as applicable) are entitled to vote separately as a class or series.

26.2 Dividends. The holders of the Class A Common Shares shall be entitled to receive dividends and the Company shall pay dividends, as and when declared by the Board of Directors of the Company in their absolute discretion, in such amount and in such form as the Board of Directors of the Company may from time to time determine, and all dividends which the Board of Directors of the Company may declare on the Class A Common Shares shall

be declared and paid in equal amounts per share on all Class A Common Shares at the time outstanding.

26.3 Dissolution. In the event of the dissolution, liquidation or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Class A Common Shares shall be entitled to participate equally in the distribution of the Company's assets pursuant to the liquidation, dissolution or winding up of the Company.”

- (b) the Amended Articles are deemed to be approved by the Existing JMB Shareholders and are hereby adopted and implemented;
- (c) the alterations to the Notice of Articles as set out in the Notice of Alteration is deemed to be approved by the Existing JMB Shareholders and JMB is authorized and directed to file all documents and orders necessary or desirable with the Registrar;
- (d) JMB shall have as its notice of articles the amended notice of articles issued by the Registrar, implementing the terms of this Plan;
- (e) the Class A Common Shares registered in the name of CARC in the central securities register of JMB, being the sole issued and outstanding Class A Common Shares, are deemed to be transferred by CARC to RLF Holdings, the directors of JMB are deemed to have approved such transfer, and JMB is authorized and directed to record such transfer in its central securities register; and
- (f) JMB is authorized and directed to record the redemption and cancellation of the Class B Common Shares, the Class C Common Shares and the Other Securities, if any, and the elimination of such classes of Class B Common Shares, Class C Common Shares and Other Securities.

ARTICLE 5 – PLAN IMPLEMENTATION MECHANICS

5.1 Implementation Steps

Upon completing the deliveries contemplated by this Plan, and the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the following steps to occur, be taken and be effected in order to implement this Plan will occur and be taken and effected, and be deemed to have occurred and been taken and effected, immediately in the following sequence and order, without any further act or formality, on the Plan Implementation Date and beginning at the Effective Time:

- (a) first, the vesting of the Acquired Assets in Mantle pursuant to paragraph 4 of the Amended SAVO, the assumption by Mantle of the ATB Assumed Debt and Fiera Assumed Debt in partial payment of the Purchase Price pursuant to this Plan, and the assignment of the Contracts assigned pursuant to the Amended Assignment Order shall be simultaneously effective;

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- (b) second, the redemption by JMB for cancellation pursuant to the Amended Sanction Order of any and all issued and outstanding Class B Common Shares, Class C Common Shares and Other Securities, shall be effective;
- (c) third, the Amended Articles shall be deemed to be approved and adopted as the articles of JMB and JMB shall file the Notice of Alteration with the Registrar, whereupon JMB shall have, as its notice of articles, the notice of articles issued by the Registrar as a result of the filing of the Notice of Alteration and the following shall be deemed to have simultaneously occurred:
 - (i) all Class B Common Shares shall have been cancelled and terminated, and any rights of the Class B Shareholders under, pursuant to or arising from, the Class B Common Shares shall have been cancelled and extinguished;
 - (ii) all Class C Common Shares shall have been cancelled and terminated, and any rights of the Class C Shareholders under, pursuant to or arising from, the Class C Common Shares shall have been cancelled and extinguished;
 - (iii) all Other Securities shall have been cancelled and terminated, and any rights of any Other Security Holders under, pursuant to or arising from, the Other Securities shall have been cancelled and extinguished; and
 - (iv) all Class A Common Shares shall have been transferred to RLF Holdings such that JMB will be a wholly-owned subsidiary of RLF Holdings; and
- (d) fourth, all Existing 216 Shares, other than the 216 Shares of JMB, shall have been acquired and cancelled for no consideration, and any rights of any Existing 216 Shareholders under, pursuant to or arising from such Existing 216 Shares shall have been cancelled and extinguished;
- (e) fifth, the Amended RVO shall become effective,

whereupon the Acquisition Closing and Plan Implementation shall be deemed to be completed.

5.2 JMB and 216 Corporate Minute Books

Upon Plan Implementation, the officers and directors of JMB and of 216 are authorized and directed to record in the respective minute books of JMB and 216 this Plan, the Amended Sanction Order, the Amended Articles, the Notice of Alteration, the redemptions, the acquisitions, the cancellations and extinguishments and the transfers contemplated by Sections 5.1(~~bc~~) and (~~ed~~), as applicable.

ARTICLE 6 – COURT SANCTION

6.1 Application for the Amended Sanction Order

JMB, 216 and Mantle will promptly apply for the Amended Sanction Order.

6.2 Amended Sanction Order

The Amended Sanction Order will be pursuant to the CCAA, BC BCA and ABCA and, among other things:

- ~~(a) — declare that ResidualCo is a company to which the CCAA applies and is an Applicant in the CCAA Proceedings;~~
- (a) ~~(b)~~ declare that this Plan is fair and reasonable;
- (b) ~~(c)~~ declare that any meeting or meetings of Class A Shareholders, Class B Shareholders, Class C Shareholders or Other Security Holders, whether together or separately, to consider and vote upon whether to accept or vote in favour of this Plan shall be dispensed with;
- (c) ~~(d)~~ declare that any meeting or meetings of Existing 216 Shareholders, whether together or separately, to consider and vote upon whether to accept or vote in favour of this Plan shall be dispensed with;
- (d) ~~(e)~~ declare that JMB is authorized to alter its Notice of Articles as set out in the Notice of Alteration;
- (e) ~~(f)~~ declare that the only Persons entitled to vote on whether to approve this Plan are the Affected Creditors;
- (f) ~~(g)~~ declare that this Plan and all associated steps, transactions, arrangements, assignments and reorganizations effected hereby are approved, binding and effective as herein set out upon JMB, 216, the Affected Creditors, the Existing JMB Shareholders and the Existing 216 Shareholders;
- (g) ~~(h)~~ declare that the steps to occur, be taken and be effected on the Plan Implementation are deemed to occur, be taken and effected, and to be effective in the sequential order contemplated by Section 5.1 on Plan Implementation, beginning at the Effective Time;
- (h) ~~(i)~~ declare that effective upon Plan Implementation, JMB and 216 shall cease to be Applicants in the CCAA Proceedings, and JMB and 216 shall be released from the purview of the Initial Order and all other orders of this Court granted in respect of these CCAA Proceedings, save and except for the Amended Sanction Order, the Amended RVO and the Amended SAVO shall continue to apply to JMB and 216 in all respects;
- (i) ~~(j)~~ authorize the Monitor to perform its functions and fulfil its obligations under this Plan and the Amended Sanction Order in order to facilitate the implementation of this Plan; and
- (j) ~~(k)~~ declare that JMB, 216 Mantle, RLF Holdings, the Affected Creditors and the Monitor may apply to the Court for advice and direction in respect of any matter arising from or under this Plan.

ARTICLE 7 – CONDITIONS TO PLAN IMPLEMENTATION

7.1 Conditions to Plan Implementation

Plan Implementation will be conditional upon the fulfillment, satisfaction or waiver of the following conditions:

- (a) the Affected Creditors shall have agreed to this Plan in accordance with Section 3.5;
- (b) the Court will have granted the Amended Sanction Order, the operation and effect of which will not have been stayed, reversed or amended; **and**
- (c) the conditions set out in Sections 5.1, 5.2 and 5.3 of the Amended Purchase Agreement shall have been fulfilled, satisfied or waived in accordance with the Amended Purchase Agreement;
- (d) Mantle, Fiera and ATB entering into the Cost Allocation Agreement (as defined in the Amended Purchase Agreement); and
- (e) Mantle and ATB entering into the ATB Agreement.

7.2 Monitor's Certificate of Plan Implementation

Upon the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the Monitor shall issue to JMB, 216, Mantle, CARC, RLF Holdings and the Affected Creditors a certificate stating that such conditions have been satisfied, fulfilled and/or waived in accordance with this Plan and file such certificate with the Court.

ARTICLE 8 – GENERAL

8.1 Binding Effect

At the Effective Time:

- (a) this Plan will become effective;
- (b) the treatment of Existing JMB Shareholders and Existing 216 Shareholders under this Plan will be final and binding for all purposes and enure to the benefit of JMB, 216, Mantle, RLF Holdings and all Persons named or referred to in, or subject to, this Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) each Existing JMB Shareholder and Existing 216 Shareholder will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety;
- (d) each Existing JMB Shareholder will be deemed to have executed and delivered to JMB all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety; and

- (e) each Existing 216 Shareholder will be deemed to have executed and delivered to 216 all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety

8.2 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

8.3 Non-Consummation

If Plan Implementation does not occur by ~~March~~ April 16, 2021, or such later date as agreed to in writing by Mantle and the Monitor, (a) this Plan will be null and void in all respects, and (b) nothing contained in this Plan, and no acts taken in preparation for consummation of this Plan, will (i) constitute or be deemed to constitute a waiver or release of any claims by or against JMB, 216 or any other Person; (ii) prejudice in any manner the rights of JMB, 216 or any other Person in any further proceedings involving JMB or 216; or (iii) constitute an admission of any sort by JMB, 216 or any other Person.

8.4 Modification of Plan

- (a) Prior to the Amended Sanction Order being made, Mantle and JMB may amend, restate, modify and/or supplement this Plan with the prior consent of the Monitor and on notice to the Affected Creditors provided that any such amendment, restatement, modification or supplement must be contained in a written document which is filed with the Court, and if such amendment, restatement, modification or supplement is made subsequent to the Affected Creditors voting to approve this Plan, any such amendment, restatement, modification or supplement that materially affects the rights and benefits of the Affected Creditors shall require the prior written consent of the Affected Creditors.
- (b) Subsequent to the Amended Sanction Order being made:
 - (i) Mantle, JMB and 216 shall be permitted to make any amendment, restatement, modification or supplement to this Plan that does not materially alter any rights or benefits of the Affected Creditors under this Plan, and, in the opinion of JMB, 216, Mantle and the Monitor, is of an administrative nature required to better give effect to Plan Implementation and the Amended Sanction Order or to cure any errors, omissions or ambiguities; and
 - (ii) With respect to any amendment, restatement, modification or supplement to this Plan that is not within the scope of Section 8.4(b)(i), Mantle, JMB and 216 shall be permitted to make such amendment, restatement, modification or supplement with the consent in writing of the Affected Creditors and approval of the Court.
- (c) Any amendment, restatement, modification or supplement to this Plan which is made in accordance with this Section 8.4 and filed or, if applicable, approved by the Court will for all purposes form part of and incorporated into this Plan.

8.5 Severability of Plan Provisions

If, prior to the Plan Implementation Date, any term or provision of this Plan is held by the Court to be invalid, void or unenforceable, (a) JMB, 216 and Mantle, with the prior consent of the Monitor, may amend sever such term or provision from this Plan and proceed with Plan Implementation, or (b) JMB, 216, Mantle or the Monitor may apply to the Court for advice and direction or to amend this Plan to make such term or provision or this Plan valid and enforceable to the maximum extent practicable, consistent with the purpose of the original term or provision. Notwithstanding, the foregoing, if Plan Implementation proceeds, the remaining the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by a term or provision being invalid, void or unenforceable.

8.6 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceedings and this Plan with respect to JMB, 216 and ResidualCo, and will not be responsible or liable for any claims against JMB, 216, ResidualCo or Mantle for any Liabilities of JMB, 216 or ResidualCo.

8.7 Notices

Any notice of other communication to be delivered hereunder must be in writing and refer to this Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail, email or by a functionally equivalent form of electronic transmission addressed to the recipient as follows:

- (a) If to JMB or 216:

JMB Crushing Systems Inc.
2161889 Alberta Ltd.
PO Box 6977
Bonnyville, Alberta T9N 2H4

Email: blakeelyea@jmbcrush.com
Attention: Blake M. Elyea, CPA, CGA, CIRP, LIT
Chief Restructuring Advisor

with a copy to:

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

Attention: Tom Cumming
E-mail: tom.cumming@gowlingwlg.com

- (b) If to the Monitor:

FTI Consulting Canada Inc.
1000, 888-3rd Street SW
Bankers Hall, West Tower
Calgary, Alberta T2P 5C5

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Attention: Deryck Helkaa
E-mail: deryck.helkaa@fticonsulting.com

with a copy to:

McCarthy Tétrault LLP
4000, 421 - 7th Avenue SW
Calgary, Alberta T2P 4K9

Attention: Sean Collins
E-mail: scollins@mccarthy.ca

(c) If to Mantle:

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

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

with a copy to:

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

Attention: Tom Cumming
E-mail: tom.cumming@gowlingwlg.com

or to such other address as any such party may from time to time notify the others in accordance with this Section. Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of being emailed or sent by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, emailed or sent before 5:00 p.m. on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

8.8 Further Assurances

Each of the Persons named or referred to in, or subject to, this Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

DATED as of the 23rd day of March, 2021.

Schedule "A"
Amended Articles

Incorporation number: BC1190335

JMB CRUSHING SYSTEMS INC.
(the "Company")

The Company has as its articles the following articles.

Full name and signature of director	Date of signing
_____	_____, 2021

JMB CRUSHING SYSTEMS INC.

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ARTICLE 1 INTERPRETATION

- 1.1 Definitions.** In these Articles, unless the context otherwise requires:
- (a) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
 - (b) “*Business Corporations Act*” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
 - (c) “legal personal representative” means the personal or other legal representative of the shareholder;
 - (d) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register;
 - (e) “seal” means the seal of the Company, if any.

1.2 *Business Corporations Act and Interpretation Act Definitions Applicable.* The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

ARTICLE 2 SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure. The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate. Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgement. Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder’s name or (b) a non-transferable written acknowledgement of the shareholder’s right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders’ duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail. Any share certificate or non-transferable written acknowledgement of a shareholder’s right to obtain a share certificate may be sent to the

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shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement. If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

- (a) order the share certificate or acknowledgement, as the case may be, to be cancelled; and
- (b) issue a replacement share certificate or acknowledgement, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement. If a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or acknowledgement, as the case may be, if the directors receive:

- (a) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and
- (b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates. If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee. There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts. Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

ARTICLE 3 ISSUE OF SHARES

3.1 Directors Authorized. Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or

otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts. The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage. The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue. Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (a) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (i) past services performed for the Company;
 - (ii) property;
 - (iii) money; and
- (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights. Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

ARTICLE 4 SHARE REGISTERS

4.1 Central Securities Register. As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register. The Company must not at any time close its central securities register.

ARTICLE 5 SHARE TRANSFERS

5.1 Registering Transfers. A transfer of a share of the Company must not be registered unless:

- (a) a duly signed instrument of transfer in respect of the share has been received by the Company;
- (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and
- (c) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Form of Instrument of Transfer. The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder. Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer. If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

- (a) in the name of the person named as transferee in that instrument of transfer; or
- (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required. Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee. There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

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ARTICLE 6 TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death. In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative. The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

ARTICLE 7 PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares. Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent. The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (a) the Company is insolvent; or
- (b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares. If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (a) is not entitled to vote the share at a meeting of its shareholders;
- (b) must not pay a dividend in respect of the share; and
- (c) must not make any other distribution in respect of the share.

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ARTICLE 8 BORROWING POWERS

- 8.1 Borrowing Powers.** The Company, if authorized by the directors, may:
- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
 - (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
 - (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
 - (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

ARTICLE 9 ALTERATIONS

9.1 Alteration of Authorized Share Structure. Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (d) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decrease the par value of those shares; or
 - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares; or

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- (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions. Subject to the *Business Corporations Act*, the Company may by special resolution:

- (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name. The Company may by ordinary resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations. If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

ARTICLE 10 MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings. Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting. If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders. The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders. The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;

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- (b) otherwise, 10 days.

10.5 Record Date for Notice. The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting. The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice. The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders. If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9 Location of Meetings of Shareholder. Meeting of shareholders of the Company may be held outside British Columbia anywhere within Canada, United States of America, or by telephone.

ARTICLE 11
PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business. At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
 - (i) business relating to the conduct of or voting at the meeting;
 - (ii) consideration of any financial statements of the Company presented to the meeting;
 - (iii) consideration of any reports of the directors or auditor;
 - (iv) the setting or changing of the number of directors;
 - (v) the election or appointment of directors;
 - (vi) the appointment of an auditor;
 - (vii) the setting of the remuneration of an auditor;
 - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority. The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum. Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum. If there is only one shareholder entitled to vote at a meeting of shareholders:

- (a) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend. The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum. No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum. If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting. If, at the meeting to which the meeting referred to in Article 11.7(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair. The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any; or
- (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair. If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments. The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting. It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decision by Show of Hands or Poll. Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result. The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded. No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote. In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll. Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (a) the poll must be taken:
 - (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (ii) in the manner, at the time and at the place that the chair of the meeting directs;
- (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment. A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute. In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

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11.20 Casting of Votes. On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll. No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll. Not to Prevent Continuance of Meeting. The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies. The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

11.24 Meeting by Telephone or Other Communications Medium. A shareholder or proxy holder may participate in a meeting of the shareholders in person or by telephone if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A shareholder or proxy holder may participate in a meeting of the shareholders by a communications medium other than telephone if all shareholders or proxy holders participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all shareholders or proxy holders who wish to participate in the meeting agree to such participation. A shareholder or proxy holder who participates in a meeting in a manner contemplated by this Article 11.24 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

ARTICLE 12 VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares. Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity. A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 **Votes by Joint Holders.** If there are joint shareholders registered in respect of any share:

- (a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 **Legal Personal Representatives as Joint Shareholders.** Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 **Representative of a Corporate Shareholder.** If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (a) for that purpose, the instrument appointing a representative must:
 - (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (b) if a representative is appointed under this Article 12.5:
 - (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 **Proxy Provisions Do Not Apply to All Companies.** Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders. Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders. A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder. A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;
- (b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
- (c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy. A proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote. A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) by the chair of the meeting, before the vote is taken.

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12.12 Form of Proxy. A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[Name of Company]
(the "**Company**")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

Signed this ____ day of _____, _____.

(Signature of shareholder)

(Name of shareholder - printed)

12.13 Revocation of Proxy. Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

- (a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed. An instrument referred to in Article 12.13 must be signed as follows:

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote. The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting

and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

ARTICLE 13 DIRECTORS

13.1 First Directors; Number of Directors. The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;
- (b) if the Company is a public company, the greater of three and the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4;
- (c) if the Company is not a public company, the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors. If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

- (a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy. An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors. A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors. The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That

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remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors. The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors. If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director. Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

ARTICLE 14 ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting. At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director. No election, appointment or designation of an individual as a director is valid unless:

- (a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors. If:

- (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous

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resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

- (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (c) the date on which his or her successor is elected or appointed; and
- (d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled. If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies. Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act. The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies. If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors. Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment

14.9 Ceasing to be a Director. A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders. The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors. The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

ARTICLE 15 POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management. The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

15.2 Appointment of Attorney of Company. The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

ARTICLE 16
DISCLOSURE OF INTEREST OF DIRECTORS

16.1 Obligation to Account for Profits. A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

16.2 Restrictions on Voting by Reason of Interest. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

16.3 Interested Director Counted in Quorum. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

16.4 Disclosure of Conflict of Interest or Property. A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

16.5 Director Holding Other Office in the Company. A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.6 No Disqualification. No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

16.7 Professional Services by Director or Officer. Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

16.8 Director or Officer in Other Corporations. A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

ARTICLE 17
PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors. The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

17.2 Voting at Meetings. Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

17.3 Chair of Meetings. The following individual is entitled to preside as chair at a meeting of directors:

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (c) any other director chosen by the directors if:
 - (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
 - (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
 - (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

17.4 Meetings by Telephone or Other Communications Medium. A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 17.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

17.5 Calling of Meetings. A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

17.6 Notice of Meetings. Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1, reasonable notice of each meeting of the

directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Article 23.1 or orally or by telephone.

17.7 When Notice Not Required. It is not necessary to give notice of a meeting of the directors to a director if:

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (b) the director has waived notice of the meeting.

17.8 Meeting Valid Despite Failure to Give Notice. The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director does not invalidate any proceedings at that meeting.

17.9 Waiver of Notice of Meetings. Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to such director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director.

17.10 Quorum. The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

17.11 Validity of Acts Where Appointment Defective. Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

17.12 Consent Resolutions in Writing. A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, email or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

ARTICLE 18
EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee. The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (a) the power to fill vacancies in the board of directors;
- (b) the power to remove a director;
- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees. The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:
 - (i) the power to fill vacancies in the board of directors;
 - (ii) the power to remove a director;
 - (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and
 - (iv) the power to appoint or remove officers appointed by the directors; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees. Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) report every act or thing done in exercise of those powers at such times as the directors may require.

18.4 Powers of Board. The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

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- (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (b) terminate the appointment of, or change the membership of, the committee; and
- (c) fill vacancies in the committee.

18.5 Committee Meetings. Subject to Article 18.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

- (a) the committee may meet and adjourn as it thinks proper;
- (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (c) a majority of the members of the committee constitutes a quorum of the committee; and
- (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

ARTICLE 19 OFFICERS

19.1 Directors May Appoint Officers. The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

19.2 Functions, Duties and Powers of Officers. The directors may, for each officer:

- (a) determine the functions and duties of the officer;
- (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

19.3 Qualifications. No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

19.4 Remuneration and Terms of Appointment. All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee,

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commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

ARTICLE 20 INDEMNIFICATION

20.1 Definitions. In this Article 20:

- (a) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (b) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director or former director of the Company (an “eligible party”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director of the Company:
 - (i) is or may be joined as a party; or
 - (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (c) “expenses” has the meaning set out in the *Business Corporations Act*.

20.2 Mandatory Indemnification of Directors and Former Directors. Subject to the *Business Corporations Act*, the Company must indemnify a director or former director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

20.3 Indemnification of Other Persons. Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with *Business Corporations Act*. The failure of a director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Article 20.

20.5 Company May Purchase Insurance. The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (a) is or was a director, officer, employee or agent of the Company;
- (b) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

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- (c) at the request of the Company, is or was a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (d) at the request of the Company, holds or held a position equivalent to that of a director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.

ARTICLE 21 DIVIDENDS

21.1 Payment of Dividends Subject to Special Rights. The provisions of this Article 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

21.2 Declaration of Dividends. Subject to 'the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

21.3 No Notice Required. The directors need not give notice to any shareholder of any declaration under Article 21.2.

21.4 Record Date. The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend. A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

21.6 Settlement of Difficulties. If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (a) set the value for distribution of specific assets;
- (b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

21.7 When. Dividend. Payable. Any dividend may be made payable on such date as is fixed by the directors.

21.8 Dividends to be Paid in Accordance with Number of Shares. All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

21.9 Receipt by Joint Shareholders. If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

21.10 Dividend Bears No Interest. No dividend bears interest against the Company.

21.11 Fractional Dividends. If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

21.12 Payment of Dividends. Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

21.13 Capitalization of Surplus. Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

ARTICLE 22 DOCUMENTS, RECORDS AND REPORTS

22.1 Recording of Financial Affairs. The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

22.2 Inspection of Accounting Records. Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

ARTICLE 23 NOTICES

23.1 Method of Giving Notice. Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

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- (a) mail addressed to the person at the applicable address for that person as follows:
 - (i) for a record mailed to a shareholder, the shareholder's registered address;
 - (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the mailing address of the intended recipient;
- (b) delivery at the applicable address for that person as follows, addressed to the person:
 - (i) for a record delivered to a shareholder, the shareholder's registered address;
 - (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the delivery address of the intended recipient;
- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (e) physical delivery to the intended recipient;
- (f) as otherwise permitted by any securities legislation (together with all regulations and rules made and promulgated thereunder and all administrative policy statements, blanket orders, and rulings, notices, and other administrative directions issued by securities commissions or similar authorities appointed thereunder) in any province or territory of Canada or in the federal jurisdiction of the United States or in any state of the United States that is applicable to the Company.

23.2 Deemed Receipt of Mailing. A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

23.3 Certificate of Sending. A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 23.1,

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prepaid and mailed or otherwise sent as permitted by Article 23.1 is conclusive evidence of that fact

23.4 Notice to Joint Shareholders. A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

23.5 Notice to Trustees. A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (a) mailing the record, addressed to them:
 - (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (b) if an address referred to in paragraph (a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

ARTICLE 24 SEAL AND EXECUTION OF DOCUMENTS

24.1 Who May Attest Seal. Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (a) any two directors;
- (b) any officer, together with any director;
- (c) if the Company only has one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by the directors.

24.2 Sealing Copies. For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer.

24.3 Mechanical Reproduction of Seal. The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the

person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

24.4 Execution of Documents Generally. The Directors may from time to time by resolution appoint any one or more persons, officers or Directors for the purpose of executing any instrument, document or agreement in the name of and on behalf of the Company for which the seal need not be affixed, and if no such person, officer or Director is appointed, then any one officer or Director of the Company may execute such instrument, document or agreement.

ARTICLE 25 PROHIBITIONS

25.1 Definitions. In this Article 25:

- (a) “**designated security**” means:
 - (i) a voting security of the Company;
 - (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph (i) or (ii);
- (b) “**security**” has the meaning assigned in the *Securities Act* (British Columbia);
- (c) “**voting security**” means a security of the Company that:
 - (i) is not a debt security, and
 - (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

25.2 Application. Article 25.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

25.3 Consent Required for Transfer of Shares or Designated Securities. No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

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ARTICLE 26
AUTHORIZED SHARE STRUCTURE

Without restricting the rights of the holders of Class A Common Shares provided under the *Business Corporations Act*, the Class A Common Shares will have the following attributes:

26.1 Voting Rights. The holders of the Class A Common Shares shall be entitled to receive notice of, and to attend, all meetings of the shareholders of the Company and shall have one vote for each Class A Common Share held, at all meetings of the shareholders of the Company, except for meetings at which only of another specified class or series of shares of the Company (if and as applicable) are entitled to vote separately as a class or series.

26.2 Dividends. The holders of the Class A Common Shares shall be entitled to receive dividends and the Company shall pay dividends, as and when declared by the Board of Directors of the Company in their absolute discretion, in such amount and in such form as the Board of Directors of the Company may from time to time determine, and all dividends which the Board of Directors of the Company may declare on the Class A Common Shares shall be declared and paid in equal amounts per share on all Class A Common Shares at the time outstanding.

26.3 Dissolution. In the event of the dissolution, liquidation or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of Class A Common Shares shall be entitled to participate equally in the distribution of the Company's assets pursuant to the liquidation, dissolution or winding up of the Company.

Schedule "B"
Notice of Alteration

**Schedule "C"
Form of Proxy**

**FORM OF PROXY AND VOTING LETTER
FOR AFFECTED CREDITORS**

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"); AND IN THE MATTER OF the proceedings of JMB Crushing Systems Inc. ("**JMB**") AND 2161889 Alberta Ltd. ("**216**") under the CCAA (the "**CCAA Proceedings**"); AND IN THE MATTER OF an Amended and Restated Plan of Arrangement of JMB, 216 and Mantle Materials Group, Ltd. (the "**Amended Plan**") under the CCAA and the *Business Corporations Act*, SBC 2002, c 57, as amended

TO: FTI Consulting Canada Inc., in its capacity as Court appointed monitor of JMB and 216 in the CCAA Proceedings

_____ (*insert name of creditor*) (the "**Creditor**") is an "Affected Creditor" (as such term is defined under the Amended Plan) of JMB.

The Creditor hereby:

1. votes FOR the approval of the Amended Plan;
2. acknowledges that if all of the other Affected Creditors vote for the approval of the Amended Plan by Proxy and Voting Letter, the Monitor is authorized to dispense with holding a Creditors' Meeting;
3. in the event that the Monitor holds a Creditors' Meeting, appoints _____ (*insert name of proxyholder*), with full power of substitution, as proxyholder for the Creditor (the "**Proxyholder**") to attend, vote and otherwise act for and on behalf of the Creditor at any Creditors' Meeting (as defined in the Amended Plan);
4. empowers the Proxyholder to vote FOR the approval of the Amended Plan and otherwise act for and on behalf of the Creditor at the Creditors' Meeting, or any adjournment, postponement or rescheduling thereof, including with respect to any amendment, restatement, modification or supplement of the Amended Plan, and with respect to any matters that may come before any such Creditors' Meeting.

DATED this _____ day of _____, 2021.

CREDITOR'S SIGNATURE:

_____ (*name of Affected Creditor*)
By:

Name:
Title:

Document comparison by Workshare Compare on March 30, 2021 4:22:33 PM

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Description	#44019663v6<gowlingwlg-mobility-ca.imatege.work> - Mantle Materials Group, Ltd. / JMB Crushing Systems Inc. / 2161889 Alberta Ltd. - Amended Plan of Arrangement February 2021
Document 2 ID	file://C:\Users\KroegerS\AppData\Local\Temp\Workshare\tmp4C07\Mantle Materials Group, Ltd. _ JMB Crushing Systems Inc. _ 2161889 Alberta Ltd.doc
Description	Mantle Materials Group, Ltd. _ JMB Crushing Systems Inc. _ 2161889 Alberta Ltd
Rendering set	Firm Standard

Legend:	
Insertion	
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Format change	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	27
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Moved to	0
Style changes	0

Format changes	0
Total changes	55