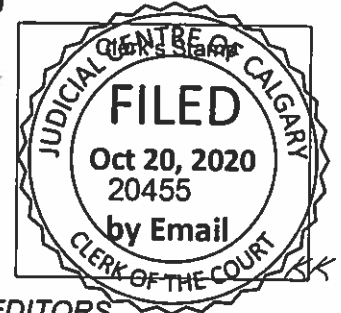


I hereby certify this to be a true copy of
the original Order
Dated this 20 day of October 2020


for Clerk of the Court



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

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

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

DOCUMENT REVERSE VESTING ORDER

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT: McCarthy Tétrault LLP
4000, 421 – 7th Avenue SW
Calgary, Alberta T2P 4K9
Attention: Sean Collins / Pantelis Kyriakakis
Tel: 403-260-3531 / 3536
Fax: 403-260-3501
Email: scollins@mccarthy.ca / pkyriakakis@mccarthy.ca

DATE ON WHICH ORDER WAS PRONOUNCED: October 16, 2020
LOCATION AT WHICH ORDER WAS MADE: Calgary Court House
NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice Eidsvik

UPON THE APPLICATION (the "Application") of FTI Consulting Canada Inc. (the "Monitor") in its capacity as the Court-appointed monitor of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. ("216", 216 and JMB are collectively, the "Companies", and individually, each a "Company") for an order pursuant to an amended and restated asset purchase agreement dated September 27, 2020 (the "Mantle APA") between the Companies, as vendors, and Mantle Materials Group Ltd. ("Mantle"), as purchaser: (i) transferring and vesting in 216 all of the right, title and interest of JMB in and to the Remaining JMB Assets and the Remaining JMB Liabilities (each as defined in the Mantle APA) (collectively, the "Reverse Vesting"); and, (ii) transferring and vesting in and to Eastside Rock Products, Inc. ("Eastside") all of the right, title and interest of JMB in and to the Eastside Equipment (as defined in paragraph 2(a) below).

AND UPON HAVING READ (a) the Initial Order pronounced on May 1, 2020, as amended and restated by the Amended and Restated Initial Order, pronounced on May 11, 2020 (as amended, the “**Initial Order**”); (b) the Seventh Report of the Monitor, dated September 30, 2020 (the “**Seventh Monitor’s Report**”); (c) the Affidavit of Service of Katie Doran (the “**Service Affidavit**”), to be filed; (d) the sale approval and vesting order (the “**Mantle Sale Approval and Vesting Order**”) approving the purchase and sale transaction contemplated by the Mantle APA and transferring to and vesting in Mantle all of the right, title and interest of the Companies in and to the Acquired Assets (as such term is defined in the Mantle APA) which has been applied for contemporaneously with the application for this order; (e) the joint plan of arrangement of Mantle and JMB under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36 and the *Business Corporations Act*, SBC 2002, c 57 (the “**Plan**”); (f) the Sanction Order which has been applied for contemporaneously with the application for this order; (g) the sale and investment solicitation process attached as Schedule “A” to the Initial Order (the “**SISP**”); (h) the Affidavit of Byron Levkulich, sworn on September 30, 2020; **AND UPON HEARING** the submissions of counsel for the Monitor, the Companies, Mantle, and for any other parties who may be present;

IT IS HEREBY ORDERED AND DECLARED THAT:

SERVICE

1. The time for service of the Application and the Seventh Monitor’s Report is abridged, the Application is properly returnable today, service of the Application and the Seventh Monitor’s Report on the service list, in the manner described in the Service Affidavit, is good and sufficient, and no other persons, other than those listed on the service list (the “**Service List**”) attached as an exhibit to the Service Affidavit, are entitled to service of the Application or the Seventh Monitor’s Report.

DEFINED TERMS

2. Capitalized terms used in this Order and not otherwise defined shall have the meanings given to them in the Mantle APA or as defined below, except to the extent otherwise defined herein:
 - (a) “**Eastside Equipment**” means the equipment in which JMB holds title to, is secured by Fiera, and is located on property that Eastside had access to in the State of Washington, as set out in **Schedule “A”**;

- (b) **“Effective Time”** has the meaning given to it in the Plan;
- (c) **“Excluded Aggregate”** means the Aggregate (as defined in the Mantle APA) which has been extracted and is being stored or is located in or around the Excluded Aggregate Pits, including that listed in **Schedule “D”**;
- (d) **“Excluded Aggregate Pits”** means the pits and infrastructure located on lands and premises which are not included in the Acquired Assets (as defined in the Mantle APA), including those listed on **Schedule “E”**, together with any Royalty Agreements (as defined in the Mantle APA) or Surface Material Leases, and Crown Disposition Documents concerning or in the name of JMB;
- (e) **“Excluded Assets”** means (i) the Fiera Disposed Equipment, (ii) the Eastside Equipment, (iii) the PMSI Property, (iv) the Edmonton Lease (as defined in the Mantle APA), (v) the Excluded Aggregate, (vi) debts, accounts receivable, claims, actions or liabilities, owing to JMB, (vii) the Excluded Aggregate Pits, (viii) the Excluded Books and Records (as defined in the Mantle APA) and (ix) any Designated Permits (as defined in the Mantle APA);
- (f) **“Excluded Liabilities”** means any Liabilities (as defined in the Mantle APA) of any kind to any Person (as defined in the Mantle APA) other than the Assumed Liabilities (as defined in the Mantle APA);
- (g) **“Fiera Disposed Equipment”** means any personal property in which a Company has or had an interest against which the Security Interest (as defined in the Mantle APA) in favour of Fiera (as defined in the Mantle APA) ranked in priority to any Security Interest in favour of any other Person (as defined in the Mantle APA) that was sold or subject to an agreement to sell, to a Person other than Mantle prior to Closing (as defined in the Mantle APA) pursuant to the SISP or otherwise, including the equipment listed in **Schedule “B”**;
- (h) **“PMSI Holder”** has the meaning given to it in the Plan;
- (i) **“PMSI Property”** has the meaning given to it in the Plan, including the equipment listed in **Schedule “C”**;

- (j) **“Remaining JMB Assets”** means (i) all proceeds of the Fiera Disposed Equipment; (ii) all proceeds derived by JMB under the Mantle APA; and, (iii) all Excluded Assets other than (a) the Fiera Disposed Equipment, (b) the Eastside Equipment, and (c) the Edmonton Lease (as defined in the Mantle APA);
- (k) **“Surface Material Lease”** means a Contract (as defined in the Mantle APA) consisting of a surface material lease granted by a Governmental Authority (as defined in the Mantle APA) referred to therein in favour of either Company which provides, *inter alia*, in exchange for the payment specified therein, the grant to such Company of rights to enter the lands legally identified therein for the purpose of the extraction of Aggregate (as defined in the Mantle APA) from in or under such lands and to carry out construction, operation, use and reclamation in respect thereof, together with the associated conservation reclamation business plan associated with such lands;

APPROVAL OF REVERSE VESTING

3. The Reverse Vesting is hereby approved and JMB, 216 and the Monitor are hereby authorized and empowered to take such additional steps and JMB and 216 are hereby authorized and directed to execute such additional documents as may be necessary or desirable for completion of the Reverse Vesting and conveyance of the Remaining JMB Assets and the Remaining JMB Liabilities to 216, in accordance with this Order.

REVERSE VESTING IN 216

4. Subject only to approval by Alberta Environment and Parks (“**AEP**”) of the transfer of any Crown Dispositions (as defined below) and upon delivery of a Monitor’s certificate to Mantle and the Companies, substantially in the form attached as Schedule “A” to Mantle Sale Approval and Vesting Order (the “**Mantle Monitor’s Certificate**”), the following shall occur and shall be deemed to have occurred at the Effective Time and in the following order:
 - (a) all of JMB’s right, title and interest in and to the Remaining JMB Assets shall vest absolutely in the name of 216, but shall remain subject to any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges,

interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:

- (i) any encumbrances or charges created by the Initial Order;
- (ii) all charges, security interests or claims evidenced by registrations pursuant to: (i) the *Personal Property Security Act* (Alberta) or any other real or personal property registry system; (ii) the *Land Titles Act*, RSA 2000, c L-7 (the "**Land Titles Act**"); and, (iii) the *Public Lands Act*, RSA 2000, c. P-40 (the "**PLA**"), and the regulations thereunder;

- (iii) any liens or claims of lien under the Builders' Lien Act (Alberta);,

(all of which are collectively referred to as the "**Remaining JMB Encumbrances**"), all of which shall continue to attach to the Remaining JMB Assets and to any and all proceeds of the Remaining JMB Assets (any such proceeds being the "**Remaining JMB Proceeds**") and to secure the payment and performance of any Remaining JMB Liabilities secured thereby, with such Remaining JMB Encumbrances and Remaining JMB Liabilities having the same nature and priority as against the Remaining JMB Assets and their Remaining JMB Proceeds as they had immediately prior to the transfer and vesting;

- (b) the Remaining JMB Assets and their Remaining JMB Proceeds shall be held in trust by 216 for and on behalf of Persons to whom the Remaining JMB Liabilities are owed and the Persons holding any Remaining JMB Encumbrances securing the payment and performance thereof (such Persons being collectively referred to as the "**JMB Creditors**" and individually referred to as a "**JMB Creditor**");
- (c) any and all Remaining JMB Liabilities (including, for greater certainty, the Remaining ATB Debt and Remaining Fiera Debt) shall be transferred to and vest absolutely in 216 and 216 shall be deemed to have assumed and become liable for such Remaining JMB Liabilities up to and solely to the extent of the Remaining JMB Assets and the Remaining JMB Proceeds, and subject to the Initial Order and any other applicable Order in these proceedings, the JMB Creditors (including, for

greater certainty, ATB and Fiera) will have all of the rights, remedies, recourses, benefits and interests against 216 up to and solely to the extent of the Remaining JMB Assets, which immediately prior to the Reverse Vesting they had against JMB, and the nature of the Remaining JMB Liabilities, including, without limitation, their amount, priority, and secured or unsecured status, shall not be affected or altered as a result of their transfer to and vesting in 216;

- (d) subject to sub-paragraph 4(e) of this Order:
 - (i) the JMB Creditors shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with pursuant to the Remaining JMB Liabilities or the Remaining JMB Encumbrances against JMB or any assets held by JMB subsequent to the Reverse Vesting;
 - (ii) any JMB Creditor that prior to the Effective Time had a valid right or claim against JMB under or pursuant to any Remaining JMB Liability shall no longer have such right or claim against JMB but shall have an equivalent Remaining JMB Liability claim against 216 in respect of the Remaining JMB Liability up to and as against 216's interests in the Remaining JMB Assets, from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens, extinguishes, or alters the Remaining JMB Liability claimed by any such JMB Creditor as against 216 up to and to the extent of the Remaining JMB Assets and the Remaining JMB Proceeds; and
 - (iii) JMB shall be deemed released from any and all Remaining JMB Liabilities such that no Encumbrance securing any Remaining JMB Liabilities shall attach to, encumber or otherwise remain as a claim against or interest in any property or assets of JMB, and no JMB Creditor shall have any claim therefor against JMB in respect thereof; and
- (e) notwithstanding anything in sub-paragraph 4(d) of this Order, JMB shall continue to be liable to ATB for the Remaining ATB Debt and to Fiera for the Remaining

Fiera Debt, and the Remaining JMB Encumbrances granted by JMB to ATB and Fiera shall continue to attach to any property and assets of JMB, subject to the terms and provisions of the Plan.

5. Upon delivery of the Mantle Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities are hereby authorized, requested and directed to accept delivery of such Mantle Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers or conveyances as may be required to convey to 216 title to the Remaining JMB Assets. Without limiting the foregoing:
- (a) the Registrar of Land Titles ("**Land Titles Registrar**") for the lands defined below shall and is hereby authorized, requested and directed to forthwith:
- (i) cancel the existing Certificate of Title No. 982 003 308 (the "**Existing Certificate**") for those lands and premises municipally and 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
- (the "**Lands**") ;
- (ii) issue a new certificate of title for the Lands in the name of 216 (the "**New Certificate**"); and
- (iii) transfer to the New Certificate all existing encumbrances, including caveats, utility rights of ways, easements or other instruments, listed on the Existing Certificate, and to issue and register against the New Certificate such encumbrances;

- (b) upon payment of all applicable charges and fees, AEP (subject to the approval of the AEP, as set out in paragraph 4 herein) is hereby requested to transfer and assign all Crown dispositions associated with the Excluded Aggregate Pits, as set out in Schedule “E” to this Order, which are in the name of JMB (collectively, the “**Crown Dispositions**”), to 216, subject to all encumbrances affecting such Crown Dispositions, provided that 216 (or its nominee) comply with all applicable licensing requirements (other than those affecting its solvency), and to consent to and register the assignment of the Crown Dispositions to 216, and in doing so, no further proof of due execution of the transfer and assignment of the Crown Dispositions, beyond the provisions of this Order and the presentment of the Monitor’s Certificate, shall be required;
- (c) upon payment of all applicable charges and fees, the Land Titles Registrar is hereby requested to transfer and assign all registrations concerning the Excluded Aggregate Pits, which are not Crown Dispositions or governed by the PLA, to 216, provided that 216 comply with all applicable licensing requirements and, in doing so, no further proof of due execution, beyond the provisions of this Order and the presentment of the Monitor’s Certificate, shall be required;
- (d) AEP is hereby authorized and requested, upon the appropriate application(s) for such transfer or assignment being made by the Applicants, to transfer and assign (subject to the approval of AEP) all of JMB’s’ right, title, and interest in:
- (i) any other authorizations issued under legislation administered by AEP and registered in the name JMB, the transfer and assignment of which may be necessary to give effect to the transfer and assignment of the Crown Dispositions to 216; and,
 - (ii) to the extent assignable or transferable, all Conservation and Reclamation Business Plans that relate to the Crown Dispositions and which are registered in the name of JMB (the “**Crown Disposition Documents**”),
- to 216, and to consent to and register the assignment of such authorizations and Crown Disposition Documents to 216, subject to all encumbrances affecting such interests, and in doing so no further proof of due execution of the transfer and

assignment of such Crown Disposition Documents beyond the provisions of this Order and the presentment of the Monitor's Certificate shall be required;

6. In order to effect the transfers described in paragraph 5 above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order. Presentment of this Order and the Mantle Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest to or in any of the Remaining JMB Assets.
7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Remaining JMB Assets is required for the due execution, delivery and performance by JMB of the Reverse Vesting, other than any required approval by the AEP.
8. Upon delivery of the Mantle Monitor's Certificate together with a certified copy of this Order, this Order shall be immediately registered by the Land Titles Registrar notwithstanding the requirements of section 191(1) of the *Land Titles Act*, RSA 2000, c. L-7 and notwithstanding that the appeal period in respect of this Order has not elapsed. The Land Titles Registrar is hereby directed to accept all Affidavits of Corporate Signing Authority submitted by JMB.
9. From and after the Effective Time:
 - (a) where any Person was liable to JMB for any existing or potential Liability that is included in the Remaining JMB Assets (any such Liability being a "**JMB Claim**"), such JMB Claim shall not be affected by, and such Person shall have no defence, claim, set-off or other rights as a result of, the transfer and vesting of the Remaining JMB Assets and Remaining JMB Liabilities in 216;
 - (b) 216 may, and is hereby authorized to, commence, continue and prosecute proceedings in respect of the JMB Claims, in JMB's name, and all benefits to be derived from the proceedings taken by 216 in respect of the JMB Claims, as authorized by this Order, together with the costs of same, shall belong exclusively to 216 and not JMB, and shall form part of the Remaining JMB Assets to be held in trust by 216 for and on behalf of the JMB Creditors in accordance with this Order; and,

- (c) in the event that paragraph 9(b) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, JMB shall act as agent for and on behalf of 216 in taking any steps or commencing any action or proceeding to enforce the JMB Claim for and on behalf of 216.
- 10. From and after the Effective Time:
 - (a) 216 shall hold the Remaining JMB Assets in trust for and on behalf of any JMB Creditors; and,
 - (b) 216 shall hold all of its undertaking, property and assets which was not included in the Acquired Assets or sold or otherwise disposed of in the SISP or in the CCAA Proceedings (the “**Remaining 216 Assets**”) and any and all proceeds of the Remaining 216 Assets (any such proceeds being the “**Remaining 216 Proceeds**”) in trust for and on behalf of any Persons in respect of Liabilities owing by 216 to such Persons prior to the Effective Time (the “**Remaining 216 Liabilities**”), which Persons (such Persons being collectively referred to as the “**216 Creditors**” and individually referred to as a “**216 Creditor**”) shall have the same rights, priority and entitlement in respect of such Remaining 216 Assets, Remaining 216 Proceeds, and Remaining 216 Liabilities, up to and solely to the extent of the Remaining 216 Assets and Remaining 216 Proceeds as they had against 216 prior to the Effective Time.
- 11. For greater clarity and notwithstanding anything contained herein:
 - (a) the 216 Creditors shall have no recourse, right, or interests against the Remaining JMB Assets or the Remaining JMB Proceeds; and,
 - (b) the JMB Creditors shall have no recourse, right, or interests against the Remaining 216 Assets or the Remaining 216 Proceeds.
- 12. 216 shall be entitled to enter into and upon, hold and enjoy the Remaining JMB Assets for its use and benefit in accordance with the Initial Order, this Reverse Vesting Order, and any other Order made in the CCAA Proceedings.

VESTING IN EASTSIDE

13. Upon delivery of the Mantle Monitor's Certificate, all of JMB's right, title and interest in and to the Eastside Equipment shall vest absolutely in the name of Eastside, but subject to any and all Remaining JMB Encumbrances which specifically affect and attach to the Eastside Equipment, all of which shall continue to attach to the Eastside Equipment and to any and all proceeds of the Eastside Equipment (any such proceeds being the "**Eastside Proceeds**") and to secure the payment and performance of any Liabilities secured thereby, with such Remaining JMB Encumbrances and Liabilities having the same nature and priority as against the Eastside Equipment and the Eastside Proceeds as they had immediately prior to the transfer and vesting.

PMSI HOLDERS

14. On a without prejudice basis with respect to any of the parties' potential cost allocation positions, each PMSI Holder is hereby authorized and directed to do the following:
- (a) to take possession or control of the PMSI Property within a reasonable period of time after the later of: (i) this Order; or (ii) the Monitor advising such PMSI Holder that the Monitor is satisfied with their Security Interest(s) in favour of such PMSI Holder, as and against their respective PMSI Property;
 - (b) to dispose of such PMSI Property, in accordance with Applicable Law, including the PPSA; and
 - (c) to account to the Monitor, 216 and Fiera in respect of the proceeds of sale of such PMSI Property in accordance with Applicable Law, including the PPSA.

MISCELLANEOUS MATTERS

15. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor pursuant to this Order, the SISP, the Mantle APA, the Reverse Vesting, or any ancillary document related thereto, and shall incur no liability, whatsoever, in connection therewith, save and except for any liability arising due to gross negligence or wilful misconduct on its part.
16. Notwithstanding:

- (a) the pendency of these proceedings and any declaration of insolvency made in the CCAA Proceedings;
- (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**"), in respect of 216, and any bankruptcy order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of 216; and
- (d) the provisions of any federal or provincial statute:

the Reverse Vesting pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of 216 and shall not be void or voidable by creditors of 216, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

- 17. The Monitor, Mantle and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.
- 18. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.
- 19. Service of this Order shall be deemed good and sufficient by:
 - (a) Serving the same on:

- (i) the persons listed on the service list created in these proceedings;
 - (ii) any other person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order;
 - (iv) Mantle or Mantle's solicitors; and
- (b) Posting a copy of this Order on the Monitor's website at: <http://cfcanada.fticonsulting.com/jmb/default.htm>

and service on any other person is hereby dispensed with.

20. Service of this Order shall be deemed good and sufficient by serving the same in accordance with the procedures in the CaseLines Service Order granted on May 29, 2020.



Justice of the Court of Queen's Bench of Alberta

Schedule "A"
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	

Schedule "B"
Fiera Disposed Equipment

Asset
WP001 - Global 6GSTAP 6" Diesel Trash Pump (S/N:1496808)
CY002 - 2008 Kolberg/Pioneer 36"X150' telescopic radial super stacker (S/N 409329)
CY003 - 70' Portable belt conveyor - 2010 Kolberg-Pioneer 47-3670S
CY004 - 70' Portable belt conveyor - 2010 Kolberg-Pioneer
CY005 - 70' Portable stacking belt conveyor - 2010 Kolberg-Pioneer
DZ001 - Crawler dozer - 1998 Caterpillar D8R
PV200 - Control van trailer - 2010 Wabash
SS200 - Initial Supplies to build splitter bin - fab from scratch
CC201 - Portable cone crusher - 2001 Svedala H-6000 (S/N SW5873)
TF001 - Dozer trap feeder - 1999 Red Deer Industries (S/N RD1BF99000010)
2004 Elrus H4800 Portable Cone Crusher M3314ER04CC

Schedule "C"
PMSI Property

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Company					
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF3FFC07984
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF7FFC07986
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07988
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF9FFC07990
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07991
Ford Credit Canada Leasing, Division of Canadian Road Leasing Company					
	2016	Ford	F250	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	Smith - Co	Super B	Tri-Axle Lead Side Dump Trailer	1S9SS3735CL476517
	2012	Smith - Co	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	972MXE	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

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	2014	AMI	Thunderbird II 3054JVE	Electric Portable Jaw Plant 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. and SMS Equipment Inc.					
	2014	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
				Wheel Loader C/W 5.5 CYD GP Bucket	
Bank of Montreal					
	2015	AMI	380C6203CC-D06319	Portable Cone Crusher	2836-15
	2015	AMI	CRC380X	CC Plant	
			MVP380X	Terex Rollercone Crusher	TRRX380EOKEL0708
			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	

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	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 "D"
Excluded Aggregate

Extracted Aggregate stored or located on the lands where the following Aggregate pits are located:

Pit Registration or SML Number	Pit Name
149949-00-00	Megley
263318-00-00	Okane
293051-00-00	MacDonald
306490-00-00	Kucy
SML020038	Al's Contracting Pit (Quigley)
KM156 SH881	Carmacks Pit
SML 010005	P19 West
SML 030046	Dupre/Moose Creek
SML 030074	Crow Lake
SML 060060	JLG 1
SML 100057	Truman
SML 100112	KM 242 Chard/Quigley
SML 110065	Pad 58
SML 120004	KM 242
SML 130003	KM 160
SML 110069	Stoney Valley

Schedule "E"
Excluded Aggregate Pits

Aggregate pits located on the lands and premises subject to Surface Material Leases or Royalty Agreements identified below, or on the real property owned by JMB, and any property or assets located thereon other than Excluded Aggregate:

Pit Registration	Pit Name	Legal Description
149949-00-00	Megley	SE 35-58-16-W4
263318-00-00	Okane	NE 10-57-6-W4
293051-00-00	MacDonald	SE 34-56-7-W4
306490-00-00	Kucy	NW 17, NE 18, SE 19-63-9-W4
JMB Owned		SW quarter of Section 11, Township 57, Range 6, West of 4 th Meridian 4;6;57;11;SW, County of St. Paul No. 19;

Crown Dispositions		
SML Number	Pit Name	Legal Description
SML 000034	Sand River	NE 11-63-8 W4M
SML 010005	P19 West	NW-18-62-7 W4M SW-19-62-7 W4M NE-13-62-8 W4M
SML 010032	P27/Pad 68/Bourque Lake	NW-28-66-4 W4M SW-28-66-4 W4M NE-20-66-4 W4M SW-34-66-4 W4M NW-21-66-4 W4M SW-16-66-4 W4M NE-9-66-4 W4M
SML 020014	P31	NE-12-62-8 W4M SE-7-62-7 W4M SW-7-62-7 W4M NW-12-62-8 W4M
SML 030046	Dupre/Moose Creek	SE-9-62-7 W4M
SML 030074	Crow Lake	Access Point SW 01-79-14-W4
SML 040122	Tower	NE-21-66-5 W4M NW-22-66-5 W4M NW-21-66-5 W4M SW-28-66-5 W4M
SML 060060	JLG 1	SW 13-65-18-W4
SML 100016	N Marie Lake	NW-35-65-3 W4M SW-2-66-3 W4M NE-34-65-3 W4M SE-34-65-3 W4M
SML 100050	Marie Creek	NW-34-65-3 W4M NE-33-65-3 W4M SW-10-66-3 W4M
SML 100057	Truman	NW-7-63-8 W4M SW-7-63-8 W4M NE-7-63-8 W4M SE-7-63-8 W4M

Pit Registration	Pit Name	Legal Description
SML 100075	KM 242 / Chard	NW-14-82-7 W4M NE-14-82-7 W4M
SML 100101	Cheechum	SW-1-84-6 W4M NE-2-84-6 W4M NW-1-84-6 W4M SE-2-84-6 W4M
SML 100112	KM 242 Chard/Quigley	NE-8-82-7 W4M SE-9-82-7 W4M SW-9-82-7 W4M NW-9-82-7 W4M NE-9-82-7 W4M
SML 110037	P19 East / Extension	SE-19-62-7 W4M NW-18-62-7 W4M SW-19-62-7 W4M
SML 110044	KM 160/Conklin	SW-24-75-8 W4M NW-13-75-8 W4M
SML 110065	Pad 58	NE-20-66-4 W4M SW-16-66-4 W4M SE-16-66-4 W4M NW-9-66-4 W4M NE-9-66-4 W4M
SML 110072	KM 242 East/Kettle River	SE-9-82-7 W4M NE-9-82-7 W4M
SML 120004	KM 242	SE-3-82-7 W4M NE-3-82-7 W4M
SML 120027		SW-30-63-8 W4M
SML 120076	Truman	NE-7-63-8 W4M
SML 130003	KM 160	SW-13-75-8 W4M NW-12-75-8 W4M SE-14-75-8 W4M
SML 130017	Wabasca / Rock Island	NW-35-76-23 W4M SW-35-76-23 W4M NE-27-76-23 W4M SE-34-76-23 W4M NE-34-76-23 W4M NW-26-76-23 W4
SML 130124		NW-15-73-13 W4M NE-15-73-13 W4M SE-22-73-13 W4M
SML 140015	OCR	NE-32-72-13 W4M SE-32-72-13 W4M
SML 140026	KM 28 / Quigley	SE-6-83-6 W4M SW-6-83-6 W4M
SML 140046	Highway 41	NW-27-64-6 W4M SE-27-64-6 W4M NE-27-64-6 W4M
SML 140080	May Lake	NW-15-66-3 W4M NE-15-66-3 W4M SE-15-66-3 W4M SW-15-66-3 W4M
SML 150031		NW-9-63-3 W4M NE-8-63-3 W4M SE-17-63-3 W4M
SML 930040		LSD 8-23-61-7 W4M
SML 980116		SW-21-63-12 W4M