

Clerk's Stamp

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  
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**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.

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Justice of the Court of Queen's Bench of Alberta

**Schedule "A"**  
**Eastside Equipment**

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

**Schedule "B"**  
**Fiera Disposed Equipment**

| <b>Asset</b>   |
|--|
| 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    |
|--|------|------------------|------------|---|-------------------|
| <b>Ford Credit Canada Company</b>  |      |                  |            |   |                   |
|  | 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 |
| <b>Ford Credit Canada Leasing, Division of Canadian Road Leasing Company</b>                   |      |                  |            |   |                   |
|  | 2016 | Ford             | F250       | Crew Cab Pickup Truck                       | 1FT7W2B66GEB46457 |
|  | 2018 | Ford             | F150       |   | 1FTEW1EG7JFC34831 |
|  | 2019 | Ford             | F150       |   | 1FTFW1E53KFA45940 |
| <b>Ford Credit Canada Limited</b>  |      |                  |            |   |                   |
|  | 2016 | Ford             | F150       | Super Crew Pickup Truck                     | 1FTFW1EFXGFC63082 |
| <b>Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre</b>    |      |                  |            |   |                   |
|  | 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      |
| <b>Caterpillar Financial Services Limited</b>  |      |                  |            |   |                   |
|  | 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 |
| <b>VFS Canada Inc.</b>   |      |                  |            |   |                   |
|  | 2017 | Volvo            | L220H      | Wheel Loader                                | VCEL220HL00002736 |
| <b>TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank</b> |      |                  |            |   |                   |
|  | 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           |
| <b>Komatsu International (Canada) Inc. and SMS Equipment Inc.</b> |      |              |                        |   |                   |
|   | 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          |                   |
| <b>Bank of Montreal</b>   |      |              |                        |   |                   |
|   | 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                       |                   |

| <b>Priority Secure<br/>Creditor</b> | <b>Year</b> | <b>Manufacturer</b> | <b>Model</b>      | <b>Size / Capacity / Asset<br/>Type</b> | <b>Serial # / VIN</b> |
|-------------------------------------|-------------|---------------------|-------------------|---|-----------------------|
|                                     | 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:

| <b>Pit Registration or SML Number</b> | <b>Pit Name</b>                |
|---------------------------------------|--------------------------------|
| 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,<br>Township 57, Range 6, West of 4 <sup>th</sup><br>Meridian<br>4;6;57;11;SW, County of St. Paul<br>No. 19; |

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

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