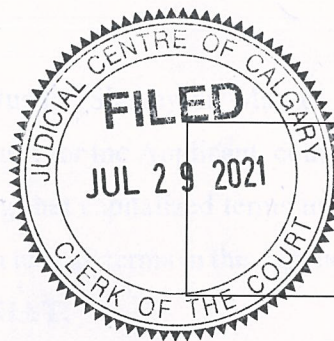


I hereby certify this to be a true copy of
the original _____

Dated this _____ day of _____

_____ for Clerk of the Court

Clerk's Stamp:



COURT FILE NUMBER

2101-05019

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 COALSPUR MINES (OPERATIONS) LTD.

DOCUMENT

ORDER (Stay Extension and Critical Supplier Charge)

CONTACT INFORMATION

OSLER, HOSKIN & HARCOURT LLP

OF PARTY FILING THIS

Barristers & Solicitors
Brookfield Place, Suite 2700

DOCUMENT:

225 6 Ave SW
Calgary, AB T2P 1N2

Solicitors: Randal Van de Mosselaer / Emily Paplawski

Telephone: (403) 260-7000

Facsimile: (403) 260-7024

Email: RVandemosselaer@osler.com / EPaplawski@osler.com

File Number: 1217428

DATE ON WHICH ORDER WAS PRONOUNCED: July 9, 2021

NAME OF JUSTICE WHO MADE THIS ORDER: The Honourable Madam Justice Romaine

LOCATION OF HEARING:

Calgary Courts Centre

601 – 5th Street SW

Calgary, AB

UPON the application of **COALSPUR MINES (OPERATIONS) LTD.** (the “**Applicant**”); AND UPON having read the Fourth Affidavit of Michael Beyer, sworn June 28, 2021; AND UPON having read the Second and Third Reports of FTI Consulting Canada Inc. in its role as Court-appointed Monitor of the Applicant (the “**Monitor**”), dated June 11, 2021 and June 28, 2021 (the “**Third Report**”), respectively; AND UPON reviewing the Amended and

Restated Initial Order granted by the Honourable Madam Justice Shelley on May 6, 2021 (the “**Amended Initial Order**”); **AND UPON** hearing from counsel for the Applicant, counsel for the Monitor, and any other counsel present; **AND UPON** noting that capitalized terms used but not otherwise defined in this Order shall have the meanings given to such terms in the Amended Initial Order; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. The time for service of the notice of application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today.

STAY EXTENSION

2. The Stay Period shall be and is hereby extended up to and including September 3, 2021.

CRITICAL SUPPLIER CHARGE

3. Trafigura Pte. Ltd. (“**Trafigura**”) is hereby declared to be a critical supplier to Coalspur pursuant to section 11.4 of the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36 (“**CCAA**”), and shall, from the date of this Order, be required to continue to supply services to Coalspur on such terms and conditions as are consistent with the agreements between Trafigura and Coalspur.
4. Trafigura shall be entitled to the benefits of and is hereby granted a charge (the “**Critical Supplier Charge**”) on the Property in the aggregate amount of \$17 million CAD, as security for Coalspur’s indebtedness to Trafigura under an amended and restated purchase contract 1812957, dated May 11, 2020 between Coalspur and Trafigura, together with each of a First Letter Agreement of January 27, 2021, a Supplemental Letter Agreement of February 17, 2021, a Third Letter Agreement of April 21, 2021 and a Fourth Letter Agreement.
5. Paragraph 34 of the Amended Initial Order is hereby amended from and after the date of this Order and shall read as follows:
 34. The priorities of the Administration Charge, the Interim Lender’s Charge and the Critical Supplier Charge (the “**Charges**”), as among them, shall be as follows:

- (a) First – Administration Charge (to the maximum amount of \$500,000, unless further ordered by the Court);
 - (b) Second – Critical Supplier Charge; and
 - (c) Third – Interim Lender’s Charge.
6. Paragraph 37 of the Amended Initial Order is hereby amended from and after the date of this Order as follows:
37. Notwithstanding paragraph 36 hereof: (i) the Interim Lender's Charge shall at all times rank subordinate to any lien or security interest held by Trafigura Pte Ltd., Komatsu International (Canada) Inc., dba Komatsu Financial or Caterpillar Financial Services Limited, and (ii) the Critical Supplier Charge shall at all times rank subordinate to any lien or security interest held by Komatsu International (Canada) Inc., dba Komatsu Financial or Caterpillar Financial Services Limited as registered in the Alberta Personal Property Registry as of July 9, 2021, against any of the Property as described in such registrations.
7. Paragraph 40 of the Amended Initial Order is hereby amended from and after the date of this Order as follows:
- Any interested Person may apply to this Court on notice to any other party likely to be affected for an order to allocate the Administration Charge, the Interim Lender’s Charge and the Critical Supplier Charge among the various assets comprising the Property.
8. Except as otherwise provided for in this Order, or as may be required to give effect to the terms of this Order, all terms of the Amended Initial Order shall remain in full force and effect, unamended.



Justice of the Court of Queen’s Bench of Alberta