

COURT OF APPEAL OF ALBERTA

Form 49
[Rule 13.19]

COURT OF APPEAL FILE NUMBERS: 2001-0213AC

2001-0211AC

TRIAL COURT FILE NUMBER: 2001-05482

REGISTRY OFFICE: CALGARY

Registrar's Stamp

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.

APPLICANTS: JERRY SHANKOWSKI and 945411 ALBERTA LTD.

STATUS ON APPEAL: APPELLANTS

STATUS ON APPLICATION: APPLICANTS

RESPONDENTS: JMB CRUSHING SYSTEMS INC. and 2161889
ALBERTA LTD.

STATUS ON APPEAL: RESPONDENTS

STATUS ON APPLICATION: RESPONDENTS

OTHER PARTIES: FTI CONSULTING CANADA INC., MANTLE
MATERIALS GROUP, LTD., RBEE AGGREGATE
CONSULTING LTD., J.R. PAINE & ASSOCIATES
LTD., FIERA PRIVATE DEBT FUND VI LP, BY ITS
GENERAL PARTNER INTEGRATED PRIVATE DEBT
FUND GP INC., FIERA PRIVATE DEBT FUND V LP
BY ITS GENERAL PARTNER INTEGRATED
PRIVATE DEBT FUND GP INC., ACTING IN ITS
CAPACITY AS COLLATERAL AGENT FOR AND ON
BEHALF OF AND FOR THE BENEFIT OF FUND VI,
ATB FINANCIAL, QUEST DISPOSAL & RECYCLING
INC., MUNICIPAL DISTRICT OF BONNYVILLE NO.
87, ELLISDON INDUSTRIAL, BANK OF MONTREAL,
848875 ALBERTA LTD. CARRYING ON BUSINESS
AS AL'S CONTRACTING, 1577248 ALBERTA LTD.,

AZAD TRUCKING LTD., AZAN TRANSPORT LTD., TD EQUIPMENT FINANCE CANADA, 541466 ALBERTA LTD. (O/A JLG BALL ENTERPRISES), BUDGET LANDSCAPING AND CONTRACTING LTD., FOUNTAIN TIRE (BONNYVILLE) LTD., STAHL PETERBILT INC., EDMONTON KENWORTH LTD., CANADIAN AGGREGATE RESOURCE CORPORATION, CATERPILLAR FINANCIAL SERVICES LIMITED, ROYAL BANK OF CANADA, FORD CREDIT CANADA LEASING, BANK OF MONTREAL - TRANSPORTATION FINANCE, KOMATSU INTERNATIONAL (CANADA) INC., WELLS FARGO EQUIPMENT FINANCE, VFS CANADA INC., CANADIAN WESTERN BANK LEASING INC. - BROKER BUYING CENTRE, STRONGCO LIMITED PARTNERSHIP, SMS EQUIPMENT INC., ENTERPRISE FLEET MANAGEMENT CANADA INC., AND MATT SILVER TRUCKING

STATUS ON APPEAL:

OTHER PARTIES (NOT PARTIES TO APPEAL)

STATUS ON APPLICATION:

OTHER PARTIES (NOT PARTIES TO APPLICATION)

DOCUMENT:

AFFIDAVIT OF BLAKE M. ELYEA

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AFFIDAVIT OF BLAKE M. ELYEA
sworn December 4, 2020

I, **BLAKE M. ELYEA**, of the City of Burnaby, in the Province of British Columbia,
MAKE OATH AND SAY THAT:

1. I am the Chief Restructuring Advisor for JMB Crushing Systems Inc. ("**JMB**") and 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. I have been the Chief Restructuring Advisor of JMB since May 4, 2020. In that capacity, I have reviewed the business records of JMB relevant to the within proceedings and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
3. I am authorized to swear this Affidavit as a corporate representative of JMB in response to the applications filed by Jerry Shankowski and 945411 Alberta Ltd. (collectively, "**Shankowski**") for leave to appeal and to stay the Amended and Restated Approval and Vesting Order (the "**Mantle Order**") and the Reverse Vesting Order (the "**Reverse Vesting Order**") granted by the Honourable Justice K.M. Eidsvik (the "**CCAA Judge**") on October 16, 2020.
4. On or about November 1, 2013 the MD of Bonnyville No. 87 (the "**MD**") and JMB entered into a contract for the supply of aggregate (the "**Supply Contract**"), a copy of which is attached hereto as **Exhibit "A"**. JMB has a royalty agreement with Shankowski with respect to the extraction of aggregate from lands owned by Shankowski (the "**Royalty Agreement**"), and has supplied some of the aggregate required by the MD pursuant to the Supply Contract from aggregate it has extracted from the Shankowski lands.
5. On May 1, 2020, JMB and its wholly owned subsidiary, 216 (collectively, the "**JMB Respondents**"), were granted an initial order pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985 c C-36, as amended. In support of the application, the JMB Respondents relied on the Affidavit of Jeff Buck sworn April 16, 2020 (the "**Buck Affidavit**"), in which the existence and nature of the Supply Contract was disclosed. As



is usual in CCAA proceedings, copies of court documents, including the Buck Affidavit, are posted to the Monitor's website at <http://cfcanada.fticonsulting.com/jmb/>.

6. Upon being appointed the Chief Restructuring Adviser of JMB in May 2020, I reviewed the books and records of JMB. On my review, it quickly became apparent that without payment of the invoices issued to the MD by JMB, JMB would not be able to continue with the within proceedings to restructure for the benefit of its stakeholders. Accordingly, JMB worked with the MD and the Monitor to create a process by which any additional lien claims would be stayed, the MD would pay the monies to the Monitor, the MD would no longer have any liability in relation to those monies, the Monitor would hold sufficient funds to cover any lien claims related to the Supply Contract in trust, and the Monitor would pay the excess funds to JMB to permit it to continue its operations and support the within proceedings (the "**Lien Claims Process**").
7. On May 20, 2020, the CCAA Judge granted an Order (the "**Lien Claims Process Order**") establishing this Lien Claims Process. A copy of the Lien Claims Process Order is attached as Exhibit "C" to the Affidavit of Jerry Shankowski sworn November 6, 2020 and filed in Appeal No. 2001-0213AC.
8. I am advised by counsel for JMB and do verily believe that:
 - (a) On May 21, 2020, a letter was sent to counsel for Shankowski to advise of the Lien Claims Process Order;
 - (b) On May 29, 2020, Shankowski served a Lien Notice and Affidavit pursuant to the Lien Claims Process Order;
 - (c) Shankowski did not request any additional information or copies of any documents, including the Supply Contract, before or after serving his Lien Notice and Affidavit;
 - (d) On June 26, 2020, Shankowski served materials for an application (the "**Shankowski Lien Removal Application**") seeking the removal of two liens that had been registered against title to lands owned by Shankowski (the "**Shankowski Land Liens**"). The Shankowski Land Liens had been filed by two subcontractors



to JMB for amounts owed for work done by them for JMB relating to the Supply Contract;

- (e) On or about July 27, 2020, the Monitor issued Determination Notices to all Lien Claimants, including Shankowski, pursuant to the Lien Claims Process Order; and
 - (f) On August 11, 2020, Shankowski served his application materials to appeal the Determination Notice issued by the Monitor.
9. As part of the Amended and Restated Initial Order granted on May 11, 2020, the CCAA Judge approved a sale and investment solicitation process (the “SISP”) in relation to the assets of the JMB Respondents. Out of the SISP, there have been three sales of small parcels of assets. In addition, Mantle Materials Group, Ltd. (“Mantle”) made an offer to purchase a substantial number of core assets of the JMB Respondents. Mantle negotiated an asset purchase agreement with the Monitor, which was executed September 28, 2020 (the “Mantle APA”, with the contemplated transaction being the “Mantle Transaction”).
10. I am advised by counsel for Mantle and believe that as part of the potential sale to Mantle, Mantle approached Shankowski to discuss obtaining Shankowski’s support for the potential sale and to ensure that the Royalty Agreement would be included in the potential sale. During the course of the discussions between Mantle and Shankowski, it was clear that Shankowski would require Mantle or JMB to ensure that the Shankowski Land Liens were removed from title.
11. Accordingly, and in anticipation of the Mantle Transaction, on October 9, 2020, counsel for JMB served an Application seeking the discharge of the Shankowski Land Liens (the “JMB Lien Removal Application”), along with the Affidavit of Jason Panter sworn October 9, 2020 in support (the “Panter Affidavit”). The Panter Affidavit appended the Supply Contract as an exhibit. The JMB Lien Removal Application was scheduled to be heard on October 16, 2020 at the same time as had been scheduled for the following Applications, all in relation to the sale of JMB assets to Mantle: (a) Application for Amended and Restated Approval and Vesting Order; (b) Application for a Reverse Vesting Order; (c) Application for an Assignment Order; (d) Application for a Plan Sanction Order;



and (e) Application for a Stay Extension Order (collectively, the “**October 16th Applications**”). All application materials for the October 16th Applications were served on the service list on or before October 1, 2020.

12. I am advised by counsel for Mantle and believe that Mantle and Shankowski continued to negotiate the terms of an agreement, pursuant to which Shankowski would consent to the vesting of the Royalty Agreement pursuant to the Mantle Order and Mantle or JMB would ensure that the Shankowski Land Liens were discharged from title, among other things. The parties reached agreement on October 15, 2020. A copy of the executed agreement is attached hereto as **Exhibit “B”**.
13. On October 16, 2020, the CCAA Judge granted the Mantle Order and the Reverse Vesting Order (collectively, the “**Vesting Orders**”). Copies of the Mantle Order and the Reverse Vesting Order are attached as Exhibits “A” and “B” respectively to the Affidavit of Jerry Shankowski sworn November 6, 2020 and filed in Appeal No. 2001-0211AC.
14. The JMB Lien Removal Application was also heard and granted on October 16, 2020. I am advised by counsel for JMB and believe that counsel for Shankowski was present at the proceedings on October 16, 2020, having brought the Shankowski Lien Removal Application seeking similar relief on behalf of Shankowski on that date. Counsel for Shankowski made submissions to the Court in respect of the JMB Lien Removal Application.
15. I am advised by counsel for the JMB Respondents and believe that:
 - (a) The Acquired Assets, as defined in the Mantle APA, consist of: (a) the Lands in and around the 16 aggregate pits included in the Acquired Assets; (b) the Acquired Aggregate together with the associated surface material leases, royalty agreements and regulatory approvals; (c) an unpermitted parcel of real property owned by JMB which contains aggregate reserves; (d) certain customer contracts; (e) the office equipment and the lands and premises at JMB’s leased Bonnyville yard; (f) a minority interest in Atlas Aggregates, which has access to aggregate pits and reserves; and (g) the business, books and records associated with these assets;



- (b) Specifically, the Acquired Assets do not include the funds currently held in the estate of JMB (the “**Estate Funds**”), or those held by FTI Consulting Canada Inc. in its capacity as Monitor of JMB pursuant to the Lien Claims Process Order (the “**Holdback Funds**”). Rather, the Estate Funds and Holdback Funds are included in the Remaining JMB Assets (as defined in the Reverse Vesting Order), all of which are being vested in 216;
- (c) The Reverse Vesting Order provides, among other things, that all of JMB’s right, title and interest in and to all remaining assets of JMB (the “**Remaining JMB Assets**”) are vested in 216, subject to, *inter alia*, all liens, trusts or other interests (the “**Remaining JMB Liabilities**”), which interests continue to attach to the Remaining JMB Assets and continue to have the same nature and priority that they previously held;
- (d) Pursuant to paragraph 4(b) of the Reverse Vesting Order, 216 holds the Remaining JMB Assets and any proceeds thereof in trust for those persons to whom the Remaining JMB Liabilities are owed, and pursuant to paragraph 4(c), the Remaining JMB Liabilities are vested in 216;
- (e) Under section 1 of the Mantle APA, accounts receivable owing to JMB, which includes the Estate Funds and the Holdback Funds, are “**Excluded Assets**”. Excluded Assets in turn are included in the definition of Remaining JMB Assets. A redacted copy of the Mantle APA is attached hereto as **Exhibit “C”**;
- (f) Under the Sanction Order, it was determined that the only creditors who were Affected Creditors under the Plan were ATB and Fiera. The creditors’ meeting was dispensed with under the Sanction Order because the voting letters of ATB and Fiera were in place, although the implementation of the Plan itself remains subject to the satisfaction of a number of conditions precedent; and
- (g) The Vesting Orders are critical pieces of the plan of arrangement (the “**Plan**”) sanctioned by the CCAA Judge on October 16, 2020. Without the Vesting Orders



in place, the Plan cannot proceed. A copy of the Plan is attached hereto as **Exhibit "D"**.

16. I am further advised by counsel for JMB and believe that:
- (a) On November 6, 2020, Shankowski filed an application seeking various relief against the JMB Respondents, including (i) an order vacating the Vesting Orders; (ii) an order setting aside the Amended Aggregate Agreement; (iii) an order declaring that paragraph 26 of the Supply Contract constitutes a trust in his favour (the "**Trust Issue Application**"); and (iv) an order adding counsel for the JMB Respondents and the Monitor as respondents to the application (the "**Proposed Respondents**") and requiring the Proposed Respondents to indemnify Shankowski for any trust monies not available from JMB (the "**Proposed Respondents Application**");
 - (b) On November 27, 2020, the CCAA Judge heard the applications to vacate the Vesting Orders and to set aside the Amended Aggregate Agreement. The CCAA Judge will release her decision on December 7, 2020;
 - (c) Although Shankowski brought the Trust Issue Application on the same grounds as the proposed appeal, it is not scheduled to be heard by the CCAA Judge until December 7 and 8, 2020;
 - (d) The Proposed Respondents Application is scheduled to be heard on January 12, 2020;
 - (e) Only regulatory approval for the contemplated licence transfers is required for the Mantle Transaction to close; and
 - (f) If the Mantle Transaction fails to close for any reason, the JMB Respondents will likely be put into receivership.
17. I swear this Affidavit in opposition to the Applications brought by Shankowski for leave to appeal and to stay the Vesting Orders pending appeal.



18. I was not physically present before the commissioner taking this affidavit, but was linked with the commissioner utilizing video technology, and the process described in the notice from the court dated March 27, 2020 for remote commissioning of affidavits was utilized.

SWORN (OR AFFIRMED) BEFORE ME)
at Vancouver, British Columbia, this 4th)
day of December, 2020.)

_____)
A Commissioner for Oaths/Notary Public)
in and for the Province of British Columbia)


_____) **BLAKE M. ELYEA**



THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



TERMS AND CONDITIONS AGREEMENT

This Agreement is made effective the 1st day of November, 2013.

Between:

Municipal District of Bonnyville No. 87
(" hereinafter the "MD")

- and -

JMB Crushing Systems ULC
(hereinafter "JMB")

Definitions

1. In this Agreement, capitalized words will have the following meanings:
 - a. "Agreement" means this Terms and Conditions Agreement;
 - b. "MD" means the Municipal District of Bonnyville No. 87, a municipality under the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, with offices at or near the town of Bonnyville, Alberta;
 - c. "JMB" means JMB Crushing Systems ULC, a corporation under the laws of Alberta with offices in the town of Bonnyville, Alberta;
 - d. "Parties" means the Municipal District of Bonnyville No. 87 and JMB Crushing Systems ULC;
 - e. "Product" means the production by JMB of the aggregate described in this Agreement which includes the crushing and cleaning of rock/gravel, and all related services whereby rock/gravel is made into usable crushed aggregate for the MD in accordance with the required specifications set out in this Agreement;
 - f. "Services" means the hauling and stockpiling of crushed aggregate by JMB as set out in this Agreement and anything else which is required to be done to give effect to this Agreement;

- g. "Term" means the period of time this Agreement is in effect; and
- h. "Year" means a calendar year commencing on January 1 and ending on December 31 of the same year.

JMB Responsibilities

- 2. At all times, JMB will comply with all applicable laws.
- 3. At its own cost, JMB will provide all labour, materials, equipment, supplies and anything else required to produce the Product and provide the Services to the satisfaction of the MD.
- 4. All personnel of JMB who are directly or indirectly involved with producing the Product and providing the Services are under the direction and control of JMB.
- 5. JMB will exercise good workmanship and quality control regarding the Product and Services.
- 6. JMB will prioritize, schedule, plan and establish deadlines such that the Product and Services are provided to the MD in accordance with the terms of this Agreement.
- 7. JMB shall forthwith report to the MD any damage it causes to MD property.
- 8. At all times, JMB shall ensure it is meeting all legal requirements to carry on its business and provide the Product and Services to the MD.
- 9. JMB represents that it is a resident of Canada for the purposes of Canadian income tax legislation.

Prime Contractor

- 10. JMB will be the prime contractor in the specific areas and geographic locations where the Product and Services are provided, including the pit where the Product is made and for all areas related to providing the Services.

Product & Services

- 11. At its own cost, JMB is responsible for crushing rock/gravel at a pit to produce the Product which is in a usable aggregate form for the MD and which is in accordance with the following required specifications:
 - a. Modified Designation 4 Class 20mm, Modified Designation 4 Class 40 mm in accordance with the following specifications in the table below:

DESIGNATION	4	
CLASS (MM)	20	40
40 000		100
PERCENT 25 000		
PASSING METRIC		
20 000	100	55-
SIEVE 10 000	35-77	25-
(COSB 8-GP 8 000		
2M)*M 5 000	15-55	8-55
1 250	0-30	0-30
80	0-12	0-12
%FRACTURE BY ALL WEIGHT FACES +5000	40+	25+
PLASITICITY INDEX (PI)	NP-8	NP-8

- b. Product specifications are as set out above, or otherwise agreed by the Parties in writing, and are generally described as crushed gravel being Modified Des 4 Class 20/Des 4 Class 40 with no more than 25% passing the 1250um.
- c. A minimum of 200,000 (two-hundred-thousand) tonnes of Product per Year, shall be delivered and stockpiled at designated locations within the geographic boundaries of the MD, as determined by the MD acting reasonably.
- d. The stockpile locations designated by the MD for the 2013 Year are the MD's yard at NE 19-61-5 W4m and at the Harco Oilfield Services Ltd. NW 14-62-2 W4M. JMB will have unlimited access to the Harco Oilfield Services Ltd. location. JMB will have reasonable access to the MD's yard.
- e. Annual quantities, and locations where the Product will be hauled and stockpiled by JMB, shall be confirmed in writing by September 1st of each year. Unless the Parties agree otherwise in writing, the annual quantities shall not be less than 200,000 (two-hundred-thousand) tonnes of Product delivered and stockpiled for the MD by JMB.
- f. JMB may make the Product, haul and stockpile to the MD designated locations for the given year as mutually agreed upon by both parties.
- g. For delivery and stockpiling of the Product, JMB shall have reasonable access to locations designated by the MD.

Delivery and Stockpiling

12. JMB shall deliver the Product to the MD, and in cooperation with MD staff, stockpile the Product in a continuous cone to a minimum height of 10 (ten) meters. JMB shall supply all equipment and labour for delivering and stockpiling the Product, including trucks, a stacking conveyer(s), bulldozer(s) and any other equipment.

Changes to Product

13. Changes may be made to the Product amounts or specifications as agreed upon by the Parties. When such changes are agreed upon, the Parties shall prepare and execute an amendment to this Agreement.

Ownership of Product

14. JMB shall own the Product until the MD has paid all invoices for the crushing of the Product in a Year, or when all of the Product for the same Year has been delivered to the MD, whichever first occurs.

Term

15. The Term of this Agreement shall be ten (10) years, commencing on November 1, 2013.

Price

16. The price for the Product and Services provided in accordance with the provisions of this Agreement shall be as follows:

- a. For the first 5 years of this Agreement, the MD will pay JMB \$25.00 (twenty-five dollars) per tonne; and
- b. The last 5 years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

17. Unless agreed to in writing by the Parties, the MD will not pay JMB any monies other than the amounts per tonne specified in this Agreement for the Product and Services, plus GST.

Invoicing & Set-Off

18. Invoices of JMB shall state the quantity of Product being invoiced, the period the invoice covers, the amount being invoiced, whether the invoice is for crushing or delivery/stockpiling of the Product, GST, and any other reasonable information required by the MD.

19. When crushing is being done in a Year, JMB shall invoice the MD on a bi-weekly basis for 50% (fifty percent) of the applicable price per tonne of the Product which has been crushed and which will subsequently be delivered to the MD in the same Year.
20. When the Product is delivered and stockpiled in a Year as per this Agreement, JMB shall invoice the MD bi-weekly, or other period agreed on in writing by the Parties, for the remaining 50% (fifty percent) of the applicable price per tonne for the Product which is scaled/weighed by JMB and delivered and stockpiled by JMB.
21. Within 30 days of receiving JMB invoices, the MD will pay undisputed amounts.
22. The MD may make adjustments for any overpayments to JMB at any time.
23. For each Year, all invoices for that Year are to be submitted by JMB to the MD by December 31 of that Year.
24. At all times, the MD reserves the right to verify the quantity and quality of Product which JMB invoices it. The MD is not required to pay for Product which does not meet the specifications and the permitted deviations from them in accordance with this Agreement.
25. JMB shall be responsible to remit all amounts required by provincial and federal laws to the appropriate governmental agency.
26. From the amounts paid to JMB by the MD, JMB is deemed to hold that part of them in trust which are required or needed to pay for any salaries, wages, compensation, overtime pay, statutory holiday pay, vacation pay, entitlements, employee and employer Canada Pension Plan contributions, employee and employer Employment Insurance contributions, Workers' Compensation premiums and assessments, income taxes, withholdings, GST and all costs directly or indirectly related to the Product and Services. JMB shall pay the foregoing from such trust funds.
27. The MD may set-off and deduct any monies payable to JMB against any financial obligation JMB owes the MD.

Other Fees

28. JMB reserves the right to negotiate with the MD for reasonable and necessary ancillary charges which are assessed by other municipalities or the provincial or federal governments. The MD must agree in writing to any such ancillary charges before they are paid by the MD.

GST

29. The Parties shall comply with the *Excise Tax Act* (Canada) pertaining to GST. JMB shall set out applicable GST as a separate item on all invoices and the MD shall pay such GST. JMB shall be responsible for remitting GST in accordance with the *Excise Tax Act*.

30. JMB and the MD shall have registered Goods & Services Tax ("GST") accounts.

Changes

31. The MD may at any time issue changes to the general scope of the Product and the Services in this Agreement. In such event, the MD and JMB shall agree to an equitable adjustment to the price. Any such agreed changes and adjustments shall be in writing.

Quality Control

32. JMB will ensure the quality of the Product meets the required specifications stated in this Agreement.

33. At JMB's cost, sieve samples shall be taken by a qualified independent geotechnical testing firm at a frequency of 1 (one) sieve per 1,000 (one-thousand) tonnes of Product produced and records shall be kept of such samples. Copies of the sample results will be provided to the MD by JMB within 72 (seventy-two) hours of them being taken.

34. JMB will ensure that the variances from the specifications for the Product do not deviate more than 2% (two percent) from the required specifications. If the variance from the Product specifications continues to deviate from the required specifications for more than 2 (two) consecutive sieves without satisfactory correction by JMB, until the required specifications are met, the MD reserves the right to reject the Product which does not meet the required specifications. Should such deviation occur the MD shall undertake to notify JMB in writing prior to any further action.

35. Test sampling of the Product shall be performed by JMB at the pit and records will be kept of the samples. Such test sampling will be done as frequently as required to ensure the required specifications for the Product is in accordance with the terms of this Agreement. Copies of the test sample results will be provided to the MD by JMB within 72 (seventy-two) hours of them being taken.

36. Spot testing of the Product will be performed by the MD when the Product is delivered to the designated locations specified by the MD and records of such testing will be kept by the MD. Copies of the spot testing results will be provided to JMB by the MD within 72 hours (seventy-two) hours of them being taken. JMB will ensure that the variances from the specifications for the delivered Product do not

deviate more than 2% (two percent) from the required specifications for the Product. If the variance from the Product specifications continues to deviate from the required specifications for more than 2 (two) consecutive sieves of delivered Product without satisfactory correction by JMB, the delivery of the Product will be suspended until an independent geotechnical consultant can verify that the specifications of the Product delivered is meeting the required specifications. JMB will pay the costs for such an independent assessment.

Insurance

37. At all times, JMB shall maintain Workers' Compensation insurance and shall pay its assessments and premiums as required by applicable Workers' Compensation legislation. JMB shall provide the MD with proof of Workers' Compensation coverage as required by the MD.
38. At all times, JMB shall have general liability insurance, with limits of not less than five-million dollars (\$5,000,000) per occurrence for bodily injury, death, property damage, loss of use and consequential losses. At the MD's request, JMB shall furnish certificates of insurance as proof of coverage.

Indemnification & Liability

39. JMB shall indemnify and hold harmless the MD, its directors, trustees, officers, councillors, agents and employees, against and from any actions, claims, demands, proceedings, loss, liability, damages on account of injury to or death of persons, damage to or destruction of property belonging to the MD or others, which are directly or indirectly caused by JMB's acts, breach of contract or negligence related to the Product and Services.
40. Nothing in this Agreement shall obligate JMB to indemnify the MD for any loss, liability or damages caused by breach of contract or negligence by the MD, its directors, trustees, officers, councillors, agents or employees.
41. JMB indemnifies the MD for all amounts related to the Product and Services, or related to its personnel, including interest and penalties, which it is required to pay or remit to any governmental agency as required by law, including the Workers' Compensation Board.

Non-Agent

42. The Parties agree that none of the provisions of this Agreement shall be construed so as to constitute JMB as being the agent, partner or servant of the MD. JMB shall have no authority to make any statements, representations or commitments of any kind, or take any action, which may be binding upon the MD, except as may be authorized in writing by the MD.

Termination & Suspension

43. This Agreement automatically terminates without notice and without penalty when the Term expires.
44. Without notice to JMB and without penalty to the MD, this Agreement automatically terminates when JMB goes into receivership, becomes insolvent or is assigned or petitioned into bankruptcy.
45. By notifying JMB in writing, the MD may terminate this Agreement forthwith for a material breach of the terms of this Agreement and without further obligation on the MD beyond the date of such termination.
46. By notifying the MD in writing, JMB may terminate this Agreement forthwith for a material breach of the terms of this Agreement and without further obligation on JMB beyond the date of such termination.
47. At any time, the MD and JMB may mutually agree in writing to terminate this Agreement regardless of the foregoing termination provisions.
48. Upon written notice, the MD may suspend the operation of this Agreement, without penalty, when JMB is not complying with the terms of this Agreement and such suspension shall continue until JMB complies with the terms of this Agreement or the MD terminates this Agreement for a material breach of its terms.
49. Upon written notice, JMB may suspend the operation of this Agreement, without penalty, when the MD is not complying with the terms of this Agreement and such suspension shall continue until the MD complies with the terms of this Agreement or JMB terminates this Agreement for a material breach of its terms.

Mediation & Arbitration

50. Without prejudice to any other right or remedy the Parties may have, in the event of a dispute, the Parties shall make best efforts to resolve the dispute and use mediation before arbitration. When the parties cannot agree on a mediator, the Court of Queen's Bench of Alberta, upon application, shall appoint a mediator.
51. The Parties agree that any disputes arising from the performance of this Agreement, which cannot be settled in negotiation or mediation between the Parties, shall be submitted to a single arbitrator subject to the rules and procedures of the *Alberta Arbitration Act*, which shall be binding and subject to the limitations expressed in this Agreement. Each party shall bear its own costs for arbitration. The Parties shall equally share the costs of the arbitrator. Unless the Parties agree otherwise in writing, the place of the arbitration shall be Edmonton, Alberta. An arbitrator must be qualified to perform the arbitration by having the knowledge, experience, ability and

expertise to perform the arbitration relative to the nature of the dispute between the Parties.

52. When the Parties cannot agree in writing on an arbitrator, the Court of Queen's Bench, upon application, shall appoint an arbitrator.

Notices & Correspondence

53. Any notice required or permitted to be given hereunder shall be in writing, may be delivered personally or by facsimile, email, courier or registered mail, and shall be addressed to the representative of each Party at the address below, until changed by notification in writing to the other Party:

a. To JMB at:

Attention: Jeff Buck
JMB Crushing Systems ULC
P.O. Box 6977
Junction Secondary HWY #660 & Range Road 445
Bonnyville, AB T9N 2H4
Fax: 780-826-6280
Email: admin@jmbcrush.com

b. To the MD:

Attention: Darcy Zelisko
Municipal District of Bonnyville No. 87
Bag 1010
61330 RR 455
Bonnyville, AB T9N 2J7
Fax: 780-826-5064
Email: dzelisko@md.bonnyville.ab.ca

General

54. All references to dollars and "\$" in this Agreement are to Canadian Dollars.

55. Time shall be of the essence in this Agreement.

56. In this Agreement, unless otherwise stated, all references to the masculine or feminine gender shall include the other and vice-versa.

57. This Agreement shall be construed and enforced in accordance with the laws applicable in the province of Alberta. The Parties hereto irrevocably attorn to the jurisdiction of the courts and arbitration in Alberta.

58. This Agreement contains the entire agreement and understanding between the MD and JMB and supersedes all prior representations and discussions pertaining to all matters directly or indirectly covered in this Agreement. There are no conditions, warranties, representations, understandings or agreements of any nature other than as set out in this Agreement.
59. This Agreement may only be amended by a subsequent written instrument signed by both Parties.
60. Failure of the Parties to insist upon or to enforce strict performance of any of the terms of this Agreement shall not be construed as a waiver of their rights to assert or rely upon such terms subsequently.
61. Should any part of this Agreement be held invalid or illegal, that part shall be severed from the Agreement and the remainder shall continue in full force and effect.
62. This Agreement shall not be assigned, except as may be agreed upon by the Parties in writing.
63. Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to natural disasters, fire, flood, explosion, acts of terrorism, war, embargo, labour strikes, Acts of God, or any other cause beyond their control. Within seven (7) days from the beginning of such events, the affected Party shall notify the other Party in writing of the existence of the event and its probable impact on its obligations in this Agreement.
64. This Agreement may be executed and delivered by the Parties in counterparts (each of which shall be considered an original) and by facsimile, email or other electronic means, and when a counterpart has been executed and delivered by each of the Parties, all such counterparts shall together constitute one agreement.

IN WITNESS THEREOF the authorized representatives of the Parties have executed this Agreement as of the date first written above.

JMB CRUSHING SYSTEMS ULC


Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNYVILLE No. 87

Per:


_____

AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 3rd day of September, 2015.

BETWEEN:

Municipal District of Bonnyville No. 87
("hereinafter the "MD")

- And -

JMB Crushing Systems ULC
(Hereinafter "JMB")

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

Clause 11 c.

- A minimum of 200,000 (two-hundred-thousand) tonnes of Product per year, shall be supplied and/or stockpiled at designated locations within the geographic boundaries of the MD, mutually agreed upon by both parties. Should the Product be stockpiled in one of the designated pits both quantities and quality of Product shall be monitored and any shortfall shall be supplied in the same year as hauled. The MD will weight Product based on Loadrite scale and provide such records to JMB for confirmation if required.

Clause 11 d.

~~The stockpile locations designated by the MD for the 2013 Year are the MD's yard at NE 19 61 5 W4M and at the Harco Oilfield Services Ltd. NW 14 62 2 W4M. JMB will have unlimited access e Harco Oilfield Services Ltd location. JMB will have reasonable access to the MD's yard.~~

- The stockpile locations designated by the MD for 2015 as agreed upon by both parties will be Pit #19 - with gravel remaining in the Pit until the MD uses the gravel. For 2016 ONLY the designated stockpile locations shall be Pit #19, the Truman pit or the MD yard or as mutually agreed upon.

Clause 11 e.

- Annual quantities, and locations where the Product will be hauled and stockpiled by JMB, shall be confirmed in writing by September 1st of each year except for 2016 ONLY confirmation of quantities and location will be January 1st. With 50% of payment at time of crushing and the remainder September 1st of 2016 providing it is stockpiled in one of the designated pits for \$21.00/tonne. Every year thereafter moving forward notification will be September 1st unless the Parties agree otherwise. The annual quantities shall not be less than 200,000 (two-hundred-thousand) tonnes of Product delivered and stockpiled for the MD by JMB.


Clause 16.

- The price for the Product and Services provided in accordance with the provisions of this Agreement shall be as follows:
 - a. For the remaining 2 years and moving forward , the MD will pay JMB:
 - a. For 2016 - Product is in either of the following pits, namely Pit #19 or Truman Pit \$21.00 (twenty-one dollars) per tonne or in MD yard \$25.00 (twenty-five dollars) per tonne;
 - b. The last five years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRSHING SYSTEMS ULC

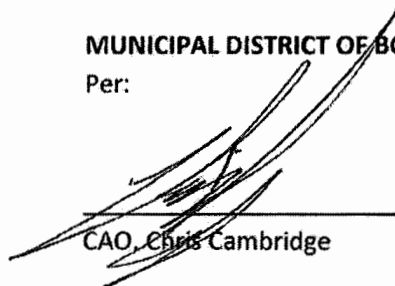
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge

AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 12th day of December, 2016.

BETWEEN:

Municipal District of Bonnyville No. 87
("hereinafter the "MD")

- And -

JMB Crushing Systems ULC
(Hereinafter "JMB")

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

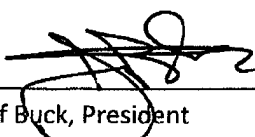
The MD to receive a \$1 (one dollar) reduction per tonne on the Product with the following conditions:

- Crush and stockpile 200,000 (two hundred thousand) tonnes of Product at an earlier mutually agreed upon time – starting as soon as December of the prior year and enforceable for the remainder of the term of the Agreement;
- Invoices payable within 90 days of receipt for Product – invoices to be dated within calendar year of Product delivery;
- Failure to notify the MD for Quality Control may result in the Product being refused.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRUSHING SYSTEMS ULC

Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge



AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 26th day of February 2018.

BETWEEN:

Municipal District of Bonnyville No. 87
(“hereinafter the “MD”)

- And -

JMB Crushing Systems ULC
(Hereinafter “JMB”)

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

The MD to receive a \$.50 (fifty cent) reduction per tonne on Product haul for 2018 gravel supply with the following conditions:

- As per request from JMB for full payment of 2018 Interim crush by the end of February 2018
- And as per council motion:

Resolution No. 18.152

That Council agrees to an early payment on February 28, 2018 to JMB Crushing Systems ULC for the 2018 gravel crushing contract, subject to the Municipal District receiving a reduction of \$.50 per tonne on the fall gravel haul portion of the 2018 gravel supply contract with JMB Crushing.

Background:

- As per original agreement dated 1st November 2013 and in particular Clause 16
 - a) For the first 5 years of this Agreement, the MD will pay JMB \$25.00 (twenty-five dollars) per tonne; and
 - b) The last five years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

- Amending agreement dated 30th September 2015 and in particular Clause 16
 - a) For the remaining two(2) years and moving forward, the MD will pay JMB:
For 2016 product is in either of the following pits, namely pit #19 or Truman Pit \$21.00 (twenty-one dollars) per tonne or in the MD yard \$25.00 (twenty-five dollars) per tonne
 - b) The last five (5) years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.



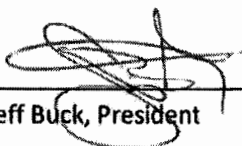
- Amending agreement dated 12th of December 2016 and in particular Clause 16:
 - o The MD will receive a \$1.00 (one dollar) reduction per tonne on the Product with the following conditions:
 - Crush and stockpile 200,000 (two hundred thousand) tonnes of Product at an earlier mutually agreed upon time – starting as soon as December of the prior year and enforceable for the remainder of the term of this Agreement.
 - Invoices payable within 90 days of receipt for Product – invoices to be dated within calendar year of Product delivery.
 - Failure to notify the MD for Quality Control may result in the Product being refused.

Keeping in mind that as per Amending Agreement dated 16th December 2016 and this amending agreement the MD will be receiving a \$1.50 (one dollar and fifty cent) reduction for the 2018 crush and supply contract.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRSHING SYSTEMS ULC

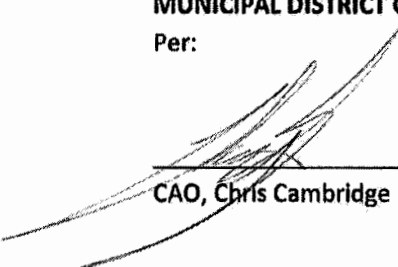
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge



AMENDMENT TO AGREEMENT

This fourth amendment to the Agreement is made effective the ____ of February 2020.

Between

Municipal District of Bonnyville No. 87
(hereinafter the "MD")

- and -

JMB Crushing System ULC
(hereinafter "JMB")

(MD and JMB collectively referred to herein as the "Parties")

WHEREAS the Parties entered into an agreement on November 1, 2013, for the production and supply of aggregate and subsequently entered into three amendments to the agreement as set-out below (the "Agreement");

AND WHEREAS the Parties agreed to the first amendment of the Agreement on September 30, 2015 (**Amendment 1**);

AND WHEREAS the Parties agreed to the second amendment of the Agreement on December 12, 2016 (**Amendment 2**);

AND WHEREAS the Parties agreed to the third amendment of the Agreement on February 26, 2018 (**Amendment 3**);

AND WHEREAS the Parties wish to amend certain terms of the Agreement;

THEREFORE, for the consideration of the promises and obligations under this Amendment 4, the sufficiency of which is hereby acknowledged as being good and valuable consideration, the Parties have reviewed and agreed upon the following terms and references in the Agreement being amended as follows:

PRODUCTS & SERVICES

Adding new 11.h:

h. For the year 2020, the Product shall be as follows:

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



DESIGNATION		1
CLASS (MM)		12.5
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	12 500	100
	10 000	83-92
	5000	55-70
	1250	26-45
	630	18-38
	315	12-30
	160	8-20
	80	4-20
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)		60+
PLASITICITY INDEX (PI)		NP
L.A. ABRASION LOSS PERCENT MAXIMUM		40

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

DESIGNATION		2
CLASS (MM)		16
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	1600	100
	12 500	89-100
	10 000	78-94
	5000	55-70
	1250	26-45
	630	18-38
	315	12-30
	160	8-20
	80	4-10
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)		60+
PLASITICITY INDEX (PI)		NP
L.A. ABRASION LOSS PERCENT MAXIMUM		50

Adding new 11.i.:

- i. For the year 2020, product specifications are as set out 11.h, or otherwise agreed to by the Parties in writing, and are generally



described as crushed gravel being Des 1 Class 12.5 and Des 2 Class 16.

Adding new 11.j:

- j. Prior to May 15, 2020, JMB shall deliver both a minimum of 10,000 tonnes of Des 1 Class 12.5 and a minimum of 40,000 tonnes of Des 2 Class 16 to the MD pursuant to Section 12 of the Agreement.

Adding new 11.k:

- k. For the year 2020, JMB shall deliver both a total of 50,000 tonnes of Des 1 Class 12.5 and a total of 150,000 tonnes of Des 2 Class 16 to the MD pursuant to Section 12 of the Agreement.

DELIVERY AND STOCKPILING

Deleting 12 and substituting with:

- 12. JMB shall deliver the Product to 61330, Range Rd. 455, Bonnyville, T9N 2J7 (the "MD Yard"), and in cooperation with the MD staff, stockpile the Product in a continuous cone to a minimum height of 10 (ten) meters. JMB shall supply all equipment and labour for delivering and stockpiling the Product including trucks, a stacking conveyor(s), bulldozer(s) and any other equipment.

OWNERSHIP OF PRODUCT

Deleting 14 and substituting with:

- 14. The MD will own the Product after the Product has been crushed and the MD has paid the related invoices issued pursuant to Section 19 of the Agreement. Any Product owned by the MD and in the possession of JMB shall be held in trust in the custody of JMB as bailee for the benefit of the MD in accordance with the provisions of the Agreement.

PRICE

Adding new 16.1:

- 16.1 For the year 2020, the price for the Products and Services provided in accordance with the Agreement shall be \$33.28 per tonne for Des 1 Class 12.5 and \$31.00 per tonne for Des 2 Class 16.



INVOICING & SET-OFF

Deleting 19 and substituting with:

19. When crushing is being done in a Year, JMB shall invoice the MD on a bi-weekly basis for 50% (fifty percent) of the applicable price per tonne of the Product which has been crushed and which will subsequently be delivered to the MD in the same Year. This payment will be based on the quantity verification by the MD.

Deleting 24 and substituting with:

24. At all times, the MD reserves the right to inspect the Product that has been invoiced by JMB, including without limitation, the right to verify the quantity and quality of the Product and the right to enter onto JMB's property to conduct an inspection of the Product. The MD is not required to pay for Product which does not meet the specifications and the permitted deviations from them in accordance with this Agreement.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

JMB CRUSHING SYSTEMS ULC
PER:

**MUNICIPAL DISTRICT OF BONNYVILLE
NO. 87**
PER:

Jeff Buck, President

Luc Mercier, CAO

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



October 14, 2020

Parties:

Jerry Shankowski and
945441 Alberta Ltd.
7727 81 Avenue
Edmonton, AB T6C 0V4

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

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

Counsel :

Hajduk Gibbs LLP
#202 Platinum Place
10120 – 118 Street NW
Edmonton, AB T5K 1Y4

Attention: Richard B. Hajduk
Email: richard@hajdukllp.com

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

Attention: Tom Cumming
Email: tom.cumming@gowlingwlg.com

Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. ("216", and together with JMB, the "Companies") under the Companies' Creditors Arrangement Act (the "CCAA")

Reference is made to the following:

1. the proceedings of JMB and 216 under the CCAA (the "**CCAA Proceedings**") commenced on May 1, 2020 by an initial order of the Honourable Madam Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta (the "**Court**") made on May 1, 2020, which Order was amended and restated by an Order made on May 11, 2020;
2. an asset purchase agreement dated as of September 28, 2020 (the "**APA**") between JMB and 216 as vendors and Mantle Materials Group, Ltd. ("**Mantle**") as purchaser, under which Mantle has agreed to purchase all of the right, title and interest of the Companies in certain core properties and assets of the Companies (the "**Property**", and such transaction, the "**Transaction**"), including the Royalty Agreement;
3. the Aggregates Royalty Agreement dated October 29, 2018 (the "**Royalty Agreement**") between JMB and Jerry Shankowski (945441 Alberta Ltd.) (the "**Royalty Holder**") in respect of the lands legally described as the North West and South West Quarters of Meridian 4, Range 7, Township 56, Section 21, County of St. Paul No. 19, Title Number 172 269 783 +5 (the "**Royalty Lands**");
4. JMB owes significant arrears to the Royalty Holder under the Royalty Agreement (the "**Monetary Arrears**"); and
5. builder's liens that have been registered against title to the Royalty Lands by J.R. Paine & Associates Ltd. on May 13, 2020 as Instrument No. 202 104 972 and by R Bee Aggregate Consulting Ltd. on May 15, 2020 as Instrument No. 202 106 447 (collectively, the "**Liens**").

The Transaction will be completed when all of the conditions precedent contained in the APA have been satisfied or waived, including the issuance by the Court of Orders approving the Sale Agreement and vesting the Property in Mantle free and clear of all claims, security and encumbrances (the "Vesting Order"), vesting all remaining assets and liabilities of JMB in 216 (the "Reverse Vesting Order"), assigning to Mantle the right, title and interest of JMB and 216 in certain contracts, and sanctioning a plan of arrangement of JMB and Mantle under the CCAA and *Business Corporations Act* (British Columbia) (collectively, the "Orders").

Mantle and the Royalty Holder wish to enter into an agreement amending certain provisions of the Royalty Agreement and setting out the basis on which the Royalty Holder is willing to consent to the vesting of the Royalty Agreement in Mantle.

Now therefore, for good and valuable consideration, Mantle and the Royalty Holder agree as follows:

- (a) The Royalty Holder consents to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle pursuant to the Vesting Order.
- (b) Mantle will pay \$50,000 to the Royalty Holder on account of the Monetary Arrears and the Royalty Holder agreeing to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle without requiring full payment from Mantle of the Monetary Arrears (the "Mantle Payment"), but without prejudice to any claim or entitlement of the Royalty Holder to the Monetary Arrears (less the Mantle Payment) as against JMB, or against 216 as a result of all liabilities of JMB being vested in 216, including the remaining Monetary Arrears. Mantle shall pay the Mantle Payment to the Royalty Holder promptly following the completion of the Transaction by wire transfer in accordance with wire transfer instructions provided by the Royalty Holder to Mantle.
- (c) Subject to paragraphs 5(b) to (e), the Royalty Holder shall have no claims against Mantle for the Monetary Arrears and as between Mantle and the Royalty Holder, the Royalty Agreement shall be deemed to be in good standing.
- (d) Mantle confirms that in accordance with Article VII of the Royalty Agreement, it will be solely responsible, including in its capacity as a registration holder, for all conservation and reclamation of the Royalty Lands, and that the obligations regarding conservation and reclamation do not constitute Monetary Arrears.
- (e) Mantle confirms that it will provide notice of change of corporate status (s. 2.1.6 of the *Code of Practice for Plts*) and become a *registered holder* in accordance with the provisions of the following: *Environmental Protection and Enhancement Act* R.S.A. 2000, c. E-12; *Conservation and Reclamation Regulation* Alberta Regulation 115/1993 as amended; *Activities Designation Regulation* Alberta Regulation 276/2003 as amended; *Approval and Registration Procedures Regulations* Alberta Regulation 113/93 as amended; and the *Code of Practice for Plts* (collectively the "Reclamation Legislation"), as applicable.
- (f) Paragraphs 5(a) to (e) of this amending agreement shall become effective upon the satisfaction or waiver (evidenced by written agreement of Mantle and the Royalty Holder) of the following conditions precedent, which shall be for the mutual benefit of both Mantle and the Royalty Holder:
 - (i) the Court shall have pronounced the Orders, which Orders shall not have been appealed, modified or set aside;
 - (ii) the Transaction shall have been completed;

- (iii) the Royalty Holder and Mantle shall have executed this amending agreement;
- (iv) the Liens shall have been discharged from title to the Royalty Lands; and
- (v) Mantle shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the forgoing.

Mantle Materials Group, Ltd.

By:



Byron Levkulich
President-Director



Witness: _____

_____ Jerry Shankowski

945441 Alberta Ltd.

By:

_____ Jerry Shankowski
President and Sole Director



- (iv) the Liens shall have been discharged from title to the Royalty Lands; and
- (v) Mantle shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the foregoing.

Mantle Materials Group, Ltd.

By:

Byron Levkulich
President

Witness

Jerry Shankowski

945441 Alberta Ltd.

By:

Jerry Shankowski
President and Sole Director

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



AMENDED AND RESTATED ASSET 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

September 28, 2020



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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 28th day of September, 2020.

BETWEEN:

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

- and -

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

WHEREAS the Vendors have agreed to transfer to the Purchaser, and the Purchaser has agreed to purchase and assume, the Acquired Assets and the Assumed Liabilities from the Vendors upon the terms and subject to the conditions set forth hereinafter;

AND WHEREAS the Vendors have sought and obtained an Order of the Court of Queen's Bench of Alberta (the "**Court**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-35, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceedings**");

AND WHEREAS by an Order pronounced by the Court on May 1, 2020 (the "**Filing Date**"), as subsequently amended and restated on May 11, 2020, the Court approved a sale and investor solicitation process (the "**SISP**") for: (a) the solicitation of offers for the sponsorship of the Plan; or (b) the purchase and sale of the business and assets of the Vendors;

AND WHEREAS in accordance with the defined terms and procedures of the SISP the Purchaser is a Qualified Bidder, has provided to the Vendors a Qualified LOI, and on July 20, 2020 submitted to the Vendors a formal Sale Proposal in accordance with Phase 2 of the SISP; and,

AND WHEREAS revisions to the Phase 2 Sale Proposal of the Purchaser have been negotiated and incorporated into this amended and restated Agreement pursuant to which the Vendors will sell and the Purchaser shall purchase the Acquired Assets and assume the Assumed Liabilities upon and subject to the terms and conditions set forth 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:



"11.3 Order" is defined in Section 4.3(b)(ii)(B).

"216 Vendor" means 2161889 Alberta Ltd.

"Acquired Assets" is defined in Section 2.1(a).

"Acquired 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 Premises, the Aggregate Pits or at the Edmonton Premises.

"Acquired Inventory" means the Acquired Tranche A Inventory and the Acquired Tranche B Inventory.

"Acquired Tranche A Inventory" means the inventory of extracted Aggregate 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.

"Acquired Tranche B Inventory" means the inventory of extracted Aggregate listed on **Schedule H** which is located on the Lands subject to the Buksa Agreement, the Havener Agreement, the Shankowski Agreement, SML 110045, SML 110047 and SML 120005, and on the Bonnyville Premises.

"Adjustment Item" is defined in Section 3.6(a).

"Adjustment Time" means 11:59 pm on the Business Day immediately prior to the Closing Date.

"Adjustments" means the adjustments to the Purchase Price provided for and determined pursuant to Section 3.6.

"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 asset purchase agreement, which amends and restates the asset purchase agreement dated as of July 20, 2020, 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 from which Aggregate is extracted.

"Aggregate Pit Agreements" means the Surface Material Leases and the Royalty Agreements identified on **Schedule C** 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.

"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 any Contracts listed on **Schedule D** or 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.

"Assumed Debt" means, collectively, the ATB Assumed Debt and the Fiera Assumed Debt.

"Assumed Liabilities" is defined in Section 2.2.

"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 Plan and the ATB Agreement, which based upon the estimated tonnes of Acquired Tranche B Aggregate 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 the JMB Vendor under the ATB Loan and Security Documents.

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

"ATB Mortgage" means a mortgage granted by the Purchaser 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 the JMB Vendor, including without limitation 7,820,077 Class "A" Common Shares therein.

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

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

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

"Buksa Agreement" is defined in **Schedule C**.

"Buksa Bond" is defined in **Schedule D**.

"Business" means the business carried on by the Vendors specifically utilizing the Acquired Assets including the operation of the Aggregate Pits and the extraction and sale of Aggregates therefrom.

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

"CARC" means Canadian Aggregate Resource Corporation.

"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 the recitals.

"CCAA Proceedings" is defined in the recitals.

"Claims" means all past, present and future Proceedings, 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 purchase and sale of the Acquired Assets under this Agreement, including without limitation the payment of the Purchase Price and the delivery of the Closing Documents, on the Closing Date.



"Closing Date" means 12:00 p.m. (Mountain Time) on the fifth Business Day immediately following the date that the SAVO, Reverse Vesting Order and Sanction Order have been issued 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 Sales 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.

"Court" means the Court of Queen's Bench of Alberta.

"Cure Costs" means:

- (a) the aggregate amount of any monetary defaults under a Restricted Agreement 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 an Assigned Contract or Aggregate Pit Agreement 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 Acquired Assets.

"Deposit" is defined in Subsection 3.3.

"Designated Permit" means a Permit issued to the JMB Vendor that is included in the Acquired Assets, but cannot be transferred to the Purchaser prior to Closing, which Permit the Purchaser elects by written notice to the JMB Vendor and the Monitor that the JMB Vendor will continue to be the holder thereof in trust for and on behalf of the Purchaser.

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



“**Edmonton Lease**” means the lease dated May 31, 2019 between 9046-22 Ave Inc. as landlord and the JMB Vendor 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 Equipment**” means a 2019 Ford F-15- XLT 4x4 SuperCrew Cab Styleside 6.5, Unit 239DGD, VIN 1FTFW1E52KFC66669.

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

“**Excluded Aggregate Pits**” means the Aggregate pits and associated property and assets identified on **Schedule F** under the heading “Excluded Aggregate Pits”.

“**Excluded Assets**” means (a) the Fiera Disposed Equipment, (b) the Fiera Eastside Equipment, (c) the Other Secured Party Equipment, (d) the Edmonton Lease, (e) the Excluded Inventory, (f) debts or accounts receivable owing to a Vendor, (g) the Excluded Aggregate Pits, and (h) the Excluded Books and Records.

“**Excluded Books and Records**” means all Information maintained relating to or in connection with the Excluded Assets or Excluded Liabilities together with personal information relating to Employees who are not Transferred Employees.

“**Excluded Inventory**” means (a) 10,201.82 tonnes of extracted but unprocessed Aggregate currently located on the JMB Yard which according to the records of the JMB Vendor was transferred from another property; (b) is 4,415 tonnes of Aggregate categorized as 14 mm pea gravel and 7,500 tonnes of processed Aggregate located on the Lands subject to the Royalty Agreement identified on Schedule E as the Shankowski Agreement, to the extent that such Aggregate is not owned by the JMB Vendor; and (c) the Aggregate referred to on **Schedule F** under the heading “Other Excluded Aggregate”.

“**Excluded Liabilities**” is defined in Section 2.3.

“**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 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 the JMB Vendor 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 the JMB Vendor under the Fiera Loan Agreements.

"Fiera Loan Agreements" means, collectively, the loan agreement effective October, 2019 between the JMB Vendor as borrower, Eastside and the 216 Vendor as guarantors, and Fund VI as lender and the amended and restated loan agreement effective December 14, 2018 between the JMB Vendor 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 the recitals.

"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.

"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 Agreement" is defined in **Schedule C**.

"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.

"Interim Period" is defined in Section 4.5(a).



"JMB Real Property" means the lands and premises owned by the JMB Vendor 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.

"JMB Vendor" means JMB Crushing Systems Inc.

"Lafarge" is defined in **Schedule C**.

"Lands" means (a) the lands and premises legally described in **Schedule B**, insofar as rights pertaining to those lands and premises are granted pursuant to the Aggregate Pit Agreements, or are the JMB Real Property, and (b) all plants, buildings, structures, erections, improvements, fixtures and appurtenances situated on or forming part of the Bonnyville Premises.

"Letter of Intent" means the Qualified LOI dated June 19, 2020 provided by CARC to the Monitor and the Sales Agent in accordance with the SISF.

"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.

"Losses" means all losses, costs, claims, damages, expenses and liabilities which a Person suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities, but shall include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities suffered, sustained, paid or incurred by a Third Party entitled to recovery or indemnification from a Person.

"Miscellaneous Assets" means, collectively, (a) the goodwill of the Vendors, (b) 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, (c) all rights, claims or causes of action by or in the right of a Vendor against any Person other than debts or accounts receivable owing to a Vendor, and (d) any other property or assets as may be expressly agreed between the Purchaser and the Vendors in writing prior to the Closing.

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

"Monitor" means FTI Consulting Canada Inc. in its capacity as the Court appointed monitor of the Vendors.

"Notice" is defined in Section 11.13.



"Orders" means orders of the Court or any appellate or review court therefrom in the CCAA Proceedings.

"Other Secured Party" means a Person other than ATB or Fiera that holds a Security Interest attaching to Other Secured Party Equipment which ranks in priority to any other Security Interest attaching to such Other Secured Party Equipment.

"Other Secured Party Equipment" means personal property listed on **Schedule F** under the heading "Other Secured Party Equipment".

"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 Alberta Environment and Parks under Alberta's Code of Practice for Pits.

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

"Phase 2" is defined in the SISP.

"Plan" is defined in Section 4.3(b)(i).

"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 Allocation" is defined in Section 3.2.

"Purchaser" is defined in the recitals.

"Qualified Bidder" is defined in the SISP.

"Qualified LOI" is defined in the SISP.

"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.



"Remaining JMB Assets" means Excluded Assets other than (a) the Fiera Disposed Equipment, (b) the Fiera Eastside Equipment, and (c) the Edmonton Lease.

"Remaining JMB Liabilities" means any Liabilities of the JMB Vendor other than the Assumed Liabilities.

"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.

"Restricted Agreement" means an Assigned Contract or Aggregate Pit Agreement 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.

"Reverse Vesting Order" is defined in Section 4.3(a)(ii).

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

"Royalty Agreement" means a Contract consisting of a royalty agreement between a Third Party and a Vendor under which, *inter alia*, such Third Party grants to such Vendor, 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" means Sequeira Partners in its capacity as the sales advisor of the Vendors.

"Sanction Order" is defined in Section 4.3(b)(ii)(A).

"SAVO" is defined in Section 4.3(a)(i).

"Sale Proposal" is defined in the SISP.

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

"Secured Creditor" means the holder of a Security Interest.

"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 Agreement" is defined in **Schedule C**.

"Shankowski Bond" is defined in **Schedule D**.

"SISP" is defined in the recitals.



"SML 080085", "SML 100085", "SML 110025", "SML 110026", "SML 110045", "SML 110046", "SML 120006", "SML 120100", "SML 110047" and "SML 120005" are defined in Schedule D.

"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.

"Successful Bidder" is defined in the SISP.

"Surface Material Lease" means a Contract consisting of a surface material lease granted by a Governmental Authority referred to therein in favour of a Vendor which provides, *inter alia*, in exchange for the payment specified therein, the grant to such Vendor of rights to enter the lands legally identified therein for the purpose of the extraction of Aggregate 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.

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

"Transactions" means the Sale Transaction, the assignments and transfers of the Remaining JMB Assets and Remaining JMB Liabilities pursuant to the Reverse Vesting Order, and the transactions and steps contemplated by the Plan, and "Transaction" means any one of them.

"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 4.4.

"Unrestricted Agreement" means an Assigned Contract or Aggregate Pit Agreement that is not a Restricted Agreement.

"Vendor" and "Vendors" is defined in the recitals.

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 Allocation
Schedule B	-	Lands
Schedule C	-	Aggregate Pit Agreements
Schedule D	-	Assigned Contracts
Schedule E	-	Fiera Equipment
Schedule F	-	Excluded Equipment
Schedule G	-	Permitted Encumbrances
Schedule H	-	Acquired Tranche B Inventory

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Acquired Assets

- (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 will sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser will purchase, acquire and assume from the Vendors, free and clear of all Claims and Liens other than Permitted Encumbrances, all of the Vendors' respective right, title, benefit, estate and interest in and to the following (collectively, the "**Acquired Assets**"):
 - (i) the Business;
 - (ii) the Aggregate Pit Agreements and the rights to Lands and to Aggregate Reserves in an under the Lands granted thereby;
 - (iii) the JMB Real Property and the rights to the Aggregate Reserves in and under the JMB Real Property;



- (iv) the Acquired Inventory;
- (v) the Acquired Equipment;
- (vi) the Assigned Contracts;
- (vii) the Atlas Shares;
- (viii) any Permits held by a Vendor relating to the Aggregate Pits, the Lands or the operations of a Vendor thereon;
- (ix) the Books and Records; and
- (x) the Miscellaneous Assets,

provided however that the Acquired Assets shall not include the Excluded Assets.

- (b) Following Closing, the Purchaser shall take possession of the Excluded Books and Records and hold them for and on behalf of, and grant full access to, (i) the Vendors, (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) This Agreement shall be completed on the Closing Date, subject to the terms and conditions contained herein.
- (d) Notwithstanding anything in this Agreement, the Vendors shall retain their respective right, title and interest in and to, and the Purchaser shall have no rights in or Liabilities with respect to the right, title, benefit, estate and interest in and to the Excluded Assets.

2.2 Assumed Liabilities

Upon the satisfaction or waiver of the conditions in Sections 5.1 and 5.3, effective on the Closing, the Purchaser shall:

- (a) pay the Cure Costs in accordance with the 11.3 Order;
- (b) have assumed the Fiera Assumed Debt and the Fiera Loan and Security Documents pursuant to the Plan and subject to the provisions of the Fiera Exit Loan Agreement;
- (c) have assumed the ATB Assumed Debt and the ATB Loan and Security Documents pursuant to the Plan and subject to the provisions of the ATB Agreement;
- (d) be liable for any Liabilities of a Vendor under the Assigned Contracts (other than the Fiera Loan and Security Documents and the ATB Loan and Security Documents and deemed to have been assumed pursuant to Sections 2.2(b) and 2.2(c) respectively) and the Aggregate Pit Agreements accruing or arising subsequent to the Adjustment Time;



- (e) be liable for any Liabilities with respect to Transferred Employees accruing or arising subsequent to the Adjustment Time; and
- (f) be liable for any Liabilities arising with respect to the Acquired Assets subsequent to the Adjustment Time,

(such Liabilities paid, assumed, deemed to be assumed or for which the Purchaser is liable being, collectively, the "**Assumed Liabilities**").

2.3 **Excluded Liabilities**

Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, the Purchaser shall not assume, be obligated to assume or be obligated to pay, perform or otherwise discharge any other Liabilities of the Vendors (the "**Excluded Liabilities**").

2.4 **Binding Agreement**

Upon the satisfaction of the condition set out in Section 5.1(a), this Agreement shall be and constitute a binding agreement of purchase and sale for the Acquired Assets 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.

2.5 **Acknowledgement of the Purchaser as Condition of Acquired Assets**

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

- (a) on Closing, title to the Acquired Assets shall be subject to the Permitted Encumbrances;
- (b) in entering into this Agreement, the Purchaser has had an opportunity to conduct any and all due diligence regarding the Acquired Assets, the Assumed Liabilities, the Business and the Vendors, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of any documents, Contracts, Material Contracts, the Business, the Assumed Liabilities and the Acquired Assets, including, without limitation, the physical and environmental condition of the Acquired Assets and its review of the Data Room Information;
- (c) the Acquired Assets are being purchased and assumed by the Purchaser on an "as is, where is" basis as of the Closing Date;
- (d) 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 Business, the Acquired Assets, the Assumed Liabilities or the Vendors, or the accuracy or completeness of any information provided in connection therewith;
- (e) 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 Sales Advisor and their Representatives or in respect of the Acquired Assets, the Assumed Liabilities, the 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);

- (f) subject to Section 3.6, the Vendors shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Acquired Assets, the Assumed Liabilities or the Transactions, or the condition thereof;
- (g) the Sale Advisor and the Monitor shall have no obligations or responsibility to the Purchaser with respect to any matter relating to the Acquired Assets, the Assumed Liabilities, or the Transactions, or the condition thereof; and
- (h) this Section 2.5 shall survive and not merge on Closing.

ARTICLE 3 PURCHASE PRICE AND PAYMENT

3.1 Purchase Price

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] (\$ [REDACTED]) plus the Cure Costs (the "Purchase Price"), together with any taxes payable under Section 3.5.

3.2 Allocation of Purchase Price

The Parties agree the Purchase Price shall be allocated amongst the Acquired Assets and between the Vendors in the manner set forth in **Schedule A**, subject 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 Acquired Tranche B Inventory (the "**Purchase Price Allocation**"). Where the Purchase Price 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 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

The Vendors acknowledge that CARC advanced to the JMB Vendor as a protective disbursement immediately prior to the commencement of the CCAA Proceedings the sum of [REDACTED] (\$ [REDACTED]) (the "**CARC Advance**") and that pursuant to the Initial Order, the JMB Vendor 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 the Cure Costs in accordance with the 11.3 Order;
- (c) by the assumption of the ATB Assumed Debt and the Fiera Assumed Debt pursuant to the 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 Acquired Tranche A Inventory;
- (e) by the assumption of the Assumed Liabilities other than the ATB Assumed Debt and Fiera Assumed Debt; and
- (f) 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.

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 Purchaser 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) The JMB Vendor 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 without incurring GST. The Purchaser will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.
- (c) The 216 Vendor and Purchaser acknowledge and agree that the Acquired Assets to be purchased by the Purchaser are deemed not to be a supply under section 162 of the ETA, and therefore not subject to GST at Closing.



- (d) The Purchaser will give written notice to the Vendors of its GST Registration Number not less than five (5) days prior to Closing.
- (e) 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.
- (f) 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 the filing of 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 Acquired 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, 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. The Vendor shall pay all Adjustment Items on a timely basis 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 the Vendors, 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, the Vendors (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. 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 4.6, from the date hereof until Closing the Vendors shall operate and maintain the Acquired 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 Acquired 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 pursuant to the SISP.

4.2 Title to Acquired Assets

The Purchaser acknowledges and agrees that title to the Acquired Assets will be subject to the Permitted Encumbrances and the Purchaser agrees to accept title to the Acquired Assets subject to the Permitted Encumbrances. Any Lien registered against title to an Acquired Asset that is not a Permitted Encumbrance shall be discharged pursuant to the SAVO by the Vendors at their sole expense, or arrangements satisfactory to the Purchaser acting reasonably, shall have been made in respect of the discharge thereof as soon as practicable following Closing.

4.3 Court Orders to Implement the Transactions

- (a) Promptly following the execution of this Agreement, the Monitor, with the support and assistance of the Vendors and the Purchaser, shall apply to the Court, on notice in accordance with the Caselines Order to any Persons on the Service List, any Person that holds or claims a Lien in or attaching to any of the Acquired 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:

- (i) an Order (the "**SAVO**"), *inter alia*:
 - (A) authorizing and approving this Agreement and the Sale Transaction; and
 - (B) vesting in the Purchaser all of the right, title and interest of the Vendors in the Acquired Assets other than Designated Permits, and all of the beneficial right, title and interest of the JMB Vendor in any Designated Permits, in each case free and clear of all claims and Liens other than Permitted Encumbrances;
- (ii) an Order (the "**Reverse Vesting Order**"), *inter alia*, vesting:
 - (A) in the 216 Vendor all of the right, title and interest of the JMB Vendor in the Remaining JMB Assets and Remaining JMB Liabilities; and
 - (B) in Eastside all of the right, title and interest of the JMB Vendor in the Fiera Eastside Equipment,

with the effect that:

- (1) the JMB Vendor shall have no further obligations or liabilities under or in respect of the Remaining JMB 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 Plan;
 - (2) the JMB Vendor shall have no further right, title or interest in the Remaining JMB Assets;
 - (3) the 216 Vendor shall have all the right, title and interest of the JMB Vendor in and to the Remaining JMB Assets and the 216 Vendor shall be liable to the creditors of the JMB Vendor for the Remaining JMB Liabilities; and
 - (4) Eastside shall have all of the right, title and interest of the JMB Vendor in and to the Fiera Eastside Equipment; and
- (iii) an Order directing the Other Secured Parties to take possession or control of the Other Secured Party Equipment within a reasonable period of time following such Order being made and requiring that the Other Secured Parties, following their taking possession or control of the Other Secured Party Equipment, to dispose of the Other Secured Party Equipment in accordance with Applicable Law and to account to 216, the Monitor and Fiera in respect of the proceeds thereof.



(b) Promptly following the execution of this Agreement, the JMB Vendor and the Purchaser shall:

(i) file a plan of arrangement jointly under the CCAA and the *Business Corporations Act* of the British Columbia (the "**Plan**") which provides, *inter alia*, as follows:

(A) all issued and outstanding equity securities in the JMB Vendor, other than the Class A JMB Shares, 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;

(C) 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:

(1) that portion of the ATB Assumed Debt relating to the Acquired 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 Acquired 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 Acquired Tranche B Inventory and the proceeds thereof; and

(2) that portion of the ATB Assumed Debt relating to 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 the JMB Vendor shall continue to be liable for the Remaining ATB Debt in the manner and to the extent provided for in the Plan and the 216 Vendor shall be liable for the Remaining ATB Debt in accordance with the Reverse Vesting Order;

(D) 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 Acquired Assets and other property and assets of the Purchaser, on the terms set out in the Fiera Exit Loan Agreement, provided that the JMB Vendor shall continue to be liable for the



Remaining Fiera Debt in the manner and to the extent provided for in the Plan and the 216 Vendor shall be liable for the Remaining Fiera Debt in accordance with the Reverse Vesting Order; and

- (E) providing that the JMB Vendor holds all Permits of the JMB Vendor in trust for and on behalf of the Purchaser; and
- (ii) apply to the Court, on notice in accordance with the Caselines Order to any Persons on the Service List, any Person that holds or claims a Lien in or attaching to or against any of the Acquired Assets or any other property or assets of a Vendor, 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 JMB Vendor and the Monitor, acting reasonably:
 - (A) an Order (the "**Sanction Order**") sanctioning the Plan;
 - (B) an Order (the "**11.3 Order**") assigning the rights and obligations of the Vendors under the Restricted Agreements to the Purchaser under section 11.3 of the CCAA, subject to the payment of applicable Cure Costs by the Purchaser, and declaring that the transfer and vesting of the Unrestricted Agreements in the Purchaser is free and clear of any monetary claims of the counterparties to such Unrestricted Agreements; and
 - (C) such other Orders as reasonably required by the Purchaser in support of the foregoing.

4.4 **Employment Matters**

- (a) Prior to, but contingent on the occurrence of Closing, the Purchaser shall extend an offer of employment to those Employees of the JMB Vendor 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.



4.5 Permits, Assigned Contracts and Aggregate Pit Agreements

- (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 Sale Transaction including:
- (i) any Consents required of applicable Governmental Authorities for the transfer or assignment of Permits to the Purchaser or the reissuance of Permits in favour of the Purchaser; and
 - (ii) any Consents required of applicable Governmental Authorities or Counterparties for the transfer or assignment of Aggregate Pit Agreements and 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 or Governmental Authority 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 Monitor shall in the application to the Court for the 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 SAVO has assigned such Restricted Agreement to the Purchaser pursuant to section 11.3 of the CCAA.

4.6 Interim Lease in favour of Purchaser

During the Interim Period, at the request of the Purchaser, the Vendors shall enter into an interim lease agreement on terms and subject to conditions satisfactory to the Purchaser, the Vendors and the Monitor, acting reasonably, under which the Purchaser shall lease from the applicable Vendor or Vendors one or more Aggregate Pits, terminating on the Closing Date, pursuant to which the Purchaser may:

- (a) enter upon and clear, strip, extract and process Aggregate from such Aggregate Pits;
- (b) sell or enter into agreements to sell such Aggregate on terms acceptable to the Vendors and the Monitor;
- (c) sell or enter into agreements to sell any Aggregate that is included in the inventory of the Vendors as of the date of this Agreement on terms acceptable to the Vendors, the Monitor and ATB; and



- (d) place truck scales and scale houses within such Aggregate Pits,

provided that any such operations, extractions, processing or sales shall be entirely at the risk of the Purchaser and the Purchaser shall indemnify each Vendor and its Representatives against all Losses which such Vendor or its Representatives may suffer or incur as a result of such operations, extractions, processing or sales insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of such Vendor or its Representatives and in the event that the Sale Transaction does not Close on the Closing Date, the Purchaser shall pay to the Monitor the net proceeds realized by the Purchaser in such operations, extractions, processing or sales and any GST payable thereon. On Closing, the Purchaser shall be entitled to all revenues and bear all costs incurred from such operations, extractions, processing or sales, and have ownership of any Aggregate extracted by the Purchaser during the Interim Period that remains unsold as at Closing, without any adjustment to the Purchase Price.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions for the Mutual Benefit of the Parties

The obligation of the Parties to complete the Sale Transaction is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Purchaser shall have been selected as the Successful Bidder in respect of the Acquired Assets and the Vendors shall have duly executed and delivered this Agreement;
- (b) the Court shall have issued the SAVO and there shall not have been any appeal of, or application to set aside, vary or amend, the SAVO which has not been abandoned or dismissed; and
- (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 Sale Transaction, which restrains, impedes or prohibits the Sale Transaction or any material part thereof or requires or purports to require a material variation thereof.

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. 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 sale of the Acquired Assets pursuant to this Agreement 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 the balance of the Purchase Price 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 change of ownership of the Acquired Assets contemplated as part of the Sale Transaction and the SAVO.

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 purchase of the Acquired Assets pursuant to this Agreement is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Court shall have issued the Sanction Order, the Reverse Vesting Order and the 11.3 Order, which Orders shall be in form and substance satisfactory to the Parties, acting reasonably, and there shall not have been any appeal of, or application to set aside, vary or amend, the Sanction Order, the Reverse Vesting Order or the 11.3 Order which has not been abandoned or dismissed;
- (b) 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 transactions contemplated by the Sanction Order, the Reverse Vesting Order or the 11.3 Order, which restrains, impedes or prohibits such transaction or any material part thereof or requires or purports to require a material variation thereof;
- (c) 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;



- (d) the Unrestricted Agreements shall have been vested in the Purchaser pursuant to the SAVO free and clear of any Liabilities accrued as of the Filing Date owing to the Counterparties to such Unrestricted Agreements and Aggregate Pit Contracts;
- (e) the representations and warranties of the Vendors set out in Section 7.1 shall be true and accurate in all material respects;
- (f) by no later than one (1) Business Day prior to Closing, the JMB Vendor shall have terminated all Employees other than the Transferred Employees;
- (g) the JMB Vendor shall have disclaimed the Edmonton Lease in accordance with section 32 of the CCAA;
- (h) the Purchaser and Fiera shall have entered into the Fiera Exit Loan Agreement on terms satisfactory to the Purchaser and Fiera;
- (i) the Purchaser and ATB shall have entered into the ATB Agreement on terms satisfactory to the Purchaser and ATB;
- (j) the Purchaser, ATB, Fiera and certain other Persons shall have entered into the Cooperation Agreement on terms satisfactory to such Persons; and
- (k) 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 change of ownership of the Acquired Assets contemplated as part of the Sale Transaction and the SAVO and to permit the Business to be carried on by the Purchaser.

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) a copy of the issued SAVO, Reverse Vesting Order, 11.3 Order and Sanction Order;
- (b) a copy of the Plan as filed with the applicable Governmental Authority;
- (c) the GST election forms prescribed under subsection 167(1) of the ETA;
- (d) the ATB Agreement;
- (e) the Specific Conveyances; and
- (f) any and all such other documentation, execution pages, instruments, records, applications and filings required pursuant to the SAVO, this Agreement, the Reverse Vesting Order, the Sanction Order or the ATB Agreement or that the Vendors and Purchaser determine, acting reasonably, are necessary or desirable in order to assign, transfer and convey any of the Acquired Assets to the Purchaser (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, fees, and GST;
- (b) the GST election forms prescribed under subsection 167(1) of the ETA;
- (c) the ATB Agreement;
- (d) the Cooperation Agreement;
- (e) the Specific Conveyances; and
- (f) 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 SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order 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 Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;

- (c) provided the SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order 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 (Canada)* 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 Acquired Assets, the Assumed Liabilities or in relation to the 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 Vendor or any of its Representatives in connection with the Acquired Assets, the Assumed Liabilities or the Transactions;
- (b) the quality, condition, fitness, suitability, serviceability, or merchantability of any of the Acquired Assets; or,
- (b) the right, title, estate or interest of a Vendor in and to the Acquired 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

Acquired Assets are located or as otherwise required in connection with the 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 Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order 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 SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order are obtained, no authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Acquired Assets is required by it or on its behalf for the due execution and delivery of this Agreement;
- (e) provided the SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order are obtained, the consummation of the 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 Transactions;
- (g) it has sufficient funds available to it to enable it to pay in full the Purchase Price to the Vendors as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) the Person or Persons who at Closing purchase the beneficial interests in the Acquired Assets will be registrants for the purposes of Part IX of the *Excise Tax Act* (Canada); and
- (i) the Purchaser is and will be on Closing a "Canadian" within the meaning of the *Investment Canada Act*.



**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 October 2, 2020.

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:

- (a) subject to Section 9.2, all information regarding the terms of this Agreement and the Purchase Price; and
- (b) any information exchanged or received in connection with:
 - (i) 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
 - (ii) negotiation or drafting of this Agreement;

provided that the Vendors shall be entitled to disclose all information as may be required or desirable in connection with obtaining the SAVO, Reverse Vesting Order, 11.3 Order and Sanction Order, 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 Transactions insofar as is required by Applicable Law (including as may be required to obtain the SAVO, the Reverse Vesting Order, the 11.3 Order or the Sanction Order) 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 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 Transactions required from Governmental Authorities (including the SAVO, the Reverse Vesting Order or the Sanction Order) 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 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 Acquired 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 Acquired Assets or any portion of the Acquired 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 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 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 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

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 Plan, the SAVO, the Reverse Vesting Order or the 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 ALLOCATION**

(as of September 28, 2020 and subject to Sections 3.2, 3.4 and 3.5)

Allocation of Purchase Price

JMB Vendor	Amount
(a) Acquired Tranche A Inventory	\$ [REDACTED]
(b) Acquired Tranche B Inventory	\$ [REDACTED]
(c) Assigned Contracts	\$ [REDACTED]
(d) Fiera Equipment	\$ [REDACTED]
<u>Aggregate Pit Agreements</u>	
Value of Aggregate Pit Agreements	\$ [REDACTED]
Plus Cure Costs thereon	
(f) JMB Real Property	\$ [REDACTED]
(g) Atlas Shares	\$ [REDACTED]
(h) Acquired Equipment, Permits, Books and Records, Miscellaneous Assets	[REDACTED]
<hr/>	
216 Vendor	
(a) <u>Aggregate Pit Agreements</u>	
Value of Aggregate Pit Agreements	\$ [REDACTED]
Plus Cure Costs thereon	
<hr/>	
Purchase Price (excluding Cure Costs)	\$ [REDACTED]

Payment of Purchase Price

Fiera Assumed Debt	\$ [REDACTED]
ATB Assumed Debt	\$ [REDACTED]
Cure Costs	
<u>Cash portion of Purchase Price:</u>	
Inventory	\$ [REDACTED]
Cash	\$ [REDACTED]
CARC Advance / Deposit	\$ [REDACTED]



**SCHEDULE B
LANDS**

Aggregate Pit Name or Other Reference	Legal Description	Municipality	Agreement Governing Land Interests	Crown or Freehold
JLG 7	SE-15-61-18 W4M and NE-15-61-18 W4M	Smoky Lake	SML 110045	Crown
JLG 6	SE-11-61-18 W4M	Smoky Lake	SML 110026	Crown
JLG 8	NE-15-61-18 W4M and NW-15-61-18 W4M	Smoky Lake	SML 110046	Crown
JLG 5	NE-11-61-18 W4M	Smoky Lake	SML 110025	Crown
JLG 12	SE-21-61-18 W4M	Smoky Lake	SML 120100	Crown
JLG 4	NE-12-63-19 W4M and NW-12-63-19 W4M	Thorhild	SML 100085	Crown
JLG 3	NW-12-63-19 W4M and SW-13-63-19 W4M	Thorhild	SML 080085	Crown
JLG 11	NW-14-61-18 W4M	Smoky Lake	SML 120006	Crown
JLG 9	SE-15-61-18 W4M, SW-15-61-18 W4M, and NW-15-61-18 W4M	Smoky Lake	SML 110047	Crown
JLG 10	SW-14-61-18 W4M and NW-14-61-18 W4M	Smoky Lake	SML 120005	Crown
Shankowski	SW 21-56-7-W4	Bonnyville / Cold Lake	Shankowski Royalty Agreement	Freehold
Oberg	SE-5-62-7-W4	Bonnyville / Cold Lake	Oberg Royalty Agreement	Freehold
Buksa	NE-24-56-7-W4	Bonnyville / Cold Lake	Buksa Royalty Agreement	Freehold
Moose River	SW-35-61-7-W4M	Bonnyville / Cold Lake	Moose River Royalty Agreement (SML 100043)	Crown
Andrychuk	SW 15-57-14-W4	Bonnyville / Cold Lake	Andrychuk Royalty Agreement	Freehold
Havener	NW 16-56-7-W4	Elk Point	Havener Royalty Agreement	Freehold
JMB Real Property	NE ¼ of 35-56-6-W4M	Bonnyville / Cold Lake	n/a	Freehold
Bonnyville Premises (JMB Yard)	NW 20-61-5-W4M	Bonnyville / Cold Lake	Bonnyville Lease	Leased Premises



**SCHEDULE C
AGGREGATE PIT AGREEMENTS**

1. Surface Material Leases

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

2. Royalty Agreements

- (a) Buksa Royalty Agreement made as of December 31, 2018 (the "**Buksa Agreement**") between the JMB Vendor and 302016 Alberta Limited, care of Rose Short, in respect of an Aggregate Pit located at NE-24-56-7-W4.
- (b) Moose River Royalty Agreement made as of June 28, 2019 between the JMB Vendor and Lafarge Canada Inc. ("**Lafarge**") in respect of an Aggregate Pit for which Lafarge had a surface material lease numbered 100043 located at SW-35-61-7-W4M and having 18.46 acres.
- (c) Oberg Royalty Agreement made as of June 28, 2019 between the JMB Vendor and Lafarge in respect of an Aggregate Pit for which Lafarge had registration



number 15215-01-01 located on lands described as SE-5-62-7-W4 and having 159.88 acres.

- (d) Shankowski Royalty Agreement made as of October 29, 2018 (the "**Shankowski Agreement**") between the JMB Vendor and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4.
- (e) Andrychuk Royalty Agreement February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and the JMB Vendor in respect of an Aggregate Pit located at SW 15-57-14-W4.
- (f) Havener Royalty Agreement November 8, 2018 (the "**Havener Agreement**") between Helen Havener, Gail Havener and the JMB Vendor in respect of an Aggregate Pit located at NW 16-56-7-W4M.



**SCHEDULE D
ASSIGNED CONTRACTS**

1. Customer Agreements

- (a) Supply Agreement entered into November 1, 2013 between the Municipal District of Bonnyville No. 87 and the JMB Vendor, 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; and
- (b) Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and the JMB Vendor.

2. Other Contracts

- (a) Fiera Loan Agreements and Fiera Loan and Security Documents;
- (b) ATB Loan and Security Documents;
- (c) Bonnyville Lease;
- (d) Northbridge bond in the amount of \$ [REDACTED] issued in connection with the Buksa Agreement (the "**Buksa Bond**"), the Northbridge bond in the amount of \$ [REDACTED] issued in connection with the Shankowski Agreement (the "**Shankowski Bond**"), and the Northbridge bond in the amount of \$ [REDACTED] issued in connection with the Havener Agreement (the "**Havener Bond**") and the agreements with Northbridge pursuant to which the Buksa Bond, the Shankowski Bond the Havener Bond were issued;
- (e) Commitment Letter dated January 8, 2018 between Canadian Western Bank and the 216 Vendor, 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:
 - (i) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 080085;
 - (ii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 100085;
 - (iii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110025;
 - (iv) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110026;
 - (v) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110045;
 - (vi) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110046;



- (vii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 120006; the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 120100;
- (viii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110047; and
- (ix) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 120005;
- (f) Contracts granting a licence or other right to use the Axon software, the ISNetworkworld software and the software provided by ComplyWorks Ltd.;
- (g) Master Equity Lease Agreement dated August 27, 2019 in respect of Open-End (Equity) Lease Schedule between the JMB Vendor and Enterprise Fleet Management, relating to the Enterprise Equipment;
- (h) Contracts with municipal Governmental Authorities and other Persons relating to the Aggregate Pits or their operation, including the Development Agreement dated May 28, 2019 between Smoky Lake County and the JMB Vendor;
- (i) the CAPLA Mater Road Use Agreement (File # R 01526) dated May 7, 2020 between Paramount Resources Ltd. and the 216 Vendor.



**SCHEDULE E
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	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
2008	Caterpillar	APS800	800 kw Diesel Generator	5EF2GC3008B772456
	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
2014	Global	6GSTAP	6" Trash Pump	1496808
1980	Midland		48' Tandem Axle Van Trailer	2ATD10186AM110007



Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
1979	Fruehauf	FP9F1271	28' Single Axle Van Trailer	DXV180718
1999	Manac	Super B	Tri-Axle Tool Van Trailer	2M5931033X1062925
1997	Great Dane	7911TJW-53	53' Tandem Axle Control Van Trailer	1GRAA0625VB117102
2004	Detroit Diesel	Series 60	Diesel Generator	6R753345
2013	MTU Onsite Energy	DP550D65-AH1484	550 kw Diesel Generator	366258101013
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
2004	Elrus	36X60FT-PC	36" x 60' Portable Belt Conveyor	M3446ER04PC
1999	Elrus	2434	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	ER99PC1524
	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
2011	Clemro Industries, Ltd.	7X20-3D	7' x 20' Portable Screen Plant	1681-4600
2006	Fabtec		6' x 20' Portable Screen Plant	P620332506
2004	Elrus	6X20-3D SC	6' x 20' Portable Screen Plant	M3499ER04SP
2002	Elrus	M2943 2236	Portable Jaw Crusher	M2943ER02JP
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	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0CFA97763
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEA94375



Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEB56034
2008	Kenworth	T800	Tandem Axle Dump Truck	1NKDL40X68J936318
2008	Kenworth	T800	Tandem Axle Dump Truck	1NKDL40X88J936319
2008	Peterbilt	367	Tri-Drive Conventional Tractor	1NPTX4EX48D737575
2009	Peterbilt	367	Tandem Axle Dump Truck	1NPTL40X19D778993
2009	Kenworth	T800	Tri-Drive Dump Truck	1XKDP40X49R941482
2009	Peterbilt	367	Tri-Drive Conventional Tractor	1XPTP40X79D789572
2007	International	4200 SBA	Single Axle Mechanics Truck	1HTMPAFM67H406957
2007	Western Star	4900SA	Tri-Drive Winch Tractor	5KKXAM0067PX64941
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
2013	Peterbilt	367	Tandem Axle Winch Tractor	1XPTD40X6DD197601
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	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



Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2006	Doepker		Tri-Axle Scissor Neck Lowboy Trailer	2DESNSZ3161018845
2015	Arnes		Tri-Axle End Dump Trailer	2A9073731FA003598
2015	Arnes		Tri-Axle End Dump Trailer	2A9074131FA003583
2015	Arnes		Tri-Axle End Dump Trailer	2A9073730FA003575
2015	Arnes		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Arnes		Tri-Axle End Dump Trailer	2A9073738FA003596
2015	Arnes		Tri-Axle End Dump Trailer	2A907373XFA003597
2015	Arnes		Tri-Axle End Dump Trailer	2A9073733FA003599
1997	Roadmaster		Tri-Axle Trombone Step Deck Trailer	2T9DF513XV1011230
2013	Arnes		40 ton Tri-Axle Scissor Neck Lowboy Trailer	2A9125335DA003461
2013	Lode King	SDS53-3	40 ton Tri-Axle Scissor Neck Lowboy Trailer	2LDSD5331DS055478
2015	Arnes		50 ton Tri-Axle Lowboy Trailer	2A9105630FA003016
1980	Willcock		Single Axle Float Trailer	2ATA06238AM107038
1999	Manac		Tandem Axle Lube & Tool Van Trailer	2M5920884X1062932
2007	Dodge	Ram 3500HD	Quad Cab Pickup Truck	3D7MX48A27G781634
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
2006	Isuzu	20 kw	Diesel Generator	198196/X06D170482
	Volvo	360 kw	Diesel Generator	106V3257
2004	Elrus	H4800	Portable Cone Crusher	M3314ER04CC
2007	Peterbilt		379 Tandem Axle Winch Tractor	1NP5L40X77D742313



**SCHEDULE F
EXCLUDED 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	

2. Fiera Disposed Equipment

Asset
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
WL015 - Skid steer - 2012 Caterpillar 246C
CC201 - Portable cone crusher - 2001 Svedala H-6000
TF001 - Dozer trap feeder - 1999 Red Deer Industries
2004 Elrus H4800 Portable Cone Crusher M3314ER04CC
2008 Kolberg-Pioneer 33-36150 SuperStacker 36" x 150' Portable Telescopic Radial Stacking Belt Conveyor 409329

3. Other Secured Party Equipment

Priority Secure Creditor	Year	Manu.	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

Priority Secure Creditor	Year	Manu.	Model	Size / Capacity / Asset Type	Serial # / VIN
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	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



Priority Secure Creditor	Year	Manu.	Model	Size / Capacity / Asset Type	Serial # / VIN
	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

4. Other Excluded Aggregate

Extracted Aggregate located at or around the following pits:

149949-00-00 - Megley
263318-00-00 - Okane
293051-00-00 - MacDonald
306490-00-00 - Kucy
Al's Contracting Pit (Quigley) SML020038
Carmacks Pit KM156 SH881
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
Stoney Valley SML 110069



5. **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 referred to below, and any property or assets located thereon other than Excluded Aggregate:

Pit Registration or SML Number	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
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
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



Pit Registration or SML Number	Pit Name	Legal Description
		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
JMB Owned	Gagne Pit	SW quarter of Section 11, Township 57, Range 6, West of 4 th Meridian; PID 982 003 308 4; 6; 57; 11; SW, County of St. Paul No. 19



**SCHEDULE G
PERMITTED ENCUMBRANCES**

1. Subject to the SAVO, the terms and conditions of the Assigned Contracts and Aggregate Pit Agreements, 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 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 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 Acquired 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 Acquired Assets in any manner, including (a) any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Acquired Asset in any manner including to purchase, condemn, expropriate, or recapture any Acquired Asset, and (b) any requirements to obtain the consent or approval of, or to submit notices or filings with, or other actions by, Governmental Authorities in connection with the transfer of the Permits;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Acquired 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 Acquired 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 Interest in favour of ATB against the Acquired Tranche B Inventory and the JMB Real Property; and
10. Security Interests in favour of Fiera against the Acquired Assets.



**SCHEDULE H
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	Des 5 Class 10A	1	█
Buksa Pit Elk Point	Armour Rock	5	█
Havener Pit Elk Point	10mm Natural Fines	5	█
Havener Pit Elk Point	Des 5 Class 10A	1	█
Havener Pit Elk Point	Des 4 Class 20	4	█
Havener Pit Elk Point	Armour Rock	5	█
JMB Pit NW 35-56-6 W4M	Armour Rock	5	█
JMB Yard NW 20-61-5 W4M	Des 6 Class 80	6	█
JMB Yard NW 20-61-5 W4M	40mm rock	5	█
JMB Yard NW 20-61-5 W4M	Des 2 Class 20	2	█
JMB Yard NW 20-61-5 W4M	Des 2 Class 40	2	█
JMB Yard NW 20-61-5 W4M	Des 4 Class 20	4	█
JMB Yard NW 20-61-5 W4M	Des 2 Class 25	2	█
Shankowski Pit Elk Point	14mm Pea Gravel	5	█
Shankowski Pit Elk Point	Des 5 Class 10A	1	█
SML110045 JLG 7 - Smokey Lake	FA1 Unwashed screened	1	█
SML110045 JLG 7 - Smokey Lake	8mm screened winter sand	1	█
SML110045 JLG 7 - Smokey Lake	FA1 Washed screened	1	█
SML110045 JLG 7 - Smokey Lake	FA1 Concrete Course	1	█
SML110045 JLG 7 - Smokey Lake	Natural Washed Weeping Tile	2	█
SML110047 JLG 9 - Smokey Lake	Des 5 Class 10A	1	█
SML120005 JLG 10 - Smokey Lake	Des 4 Class 40	4	█
SML120005 JLG 10 - Smokey Lake	Des 5 Class 10A	1	█
SML120005 JLG 10 - Smokey Lake	Des 4 Class 20	4	█
SML120005 JLG 10 - Smokey Lake	Des 2 Class 20	2	█
SML120005 JLG 10 - Smokey Lake	Des 3 Class 12.5C	5	█
Total			█



THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020

A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia



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. AND MANTLE MATERIALS GROUP, LTD.

DOCUMENT **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/Alex Matthews**
Phone: 403.298.1938/403.298.1992/403.298.1018
Fax: 403.263.9193
File No.: A163514

A handwritten signature in black ink, consisting of several overlapping, slanted strokes.

PLAN OF ARRANGEMENT

WHEREAS:

- A. JMB Crushing Systems Inc. ("**JMB**") is a corporation incorporated under the *Business Corporations Act*, SBC 2002, c 57, as amended (the "**BC BCA**"). All of the Class A Common Shares in JMB are owned by Canadian Aggregate Resources Corporation ("**CARC**"), a corporation incorporated under the laws of the State of Delaware. All of the Class B Common Shares in JMB are owned by J Buck and Sons Inc. ("**JBAS**"). JMB owns all of the shares in 2161889 Alberta Ltd. ("**216**"), a corporation incorporated under the laws of Alberta, and in Eastside Rock Products Inc. ("**Eastside**"), a corporation incorporated under the laws of the State of Washington.
- B. 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, 216 and Eastside.
- C. 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.
- D. JMB and 216 commenced proceedings under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") and obtained an initial order of the Court pronounced by the Honourable Madam Justice Eidsvik on May 1, 2020 (the "**Filing Date**") which, among other things, appointed the Monitor and stayed all proceedings against JMB and 216, which 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 (the "**Sale Advisor**") under the SISP.
- E. Mantle Materials Group, Ltd. ("**Mantle**"), formerly 1257568 B.C. Ltd., is a corporation incorporated under the BC BCA. 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.
- F. On July 20, 2020, Mantle submitted a Phase 2 Bid (as defined in the SISP) to the Sale Advisor and Monitor pursuant to which Mantle would purchase certain assets of JMB and 216 and would assume certain liabilities of JMB. The Monitor negotiated with Fiera and ATB in order to obtain their support for a transaction with Mantle and in the last week of August, 2020, and with Mantle to revise the Phase 2 Bid.
- G. With the consent of the Monitor and the concurrence of Fiera and ATB, Mantle, JMB and 216 then entered into an asset purchase agreement dated September 27, 2020 (the "**APA**").
- H. The purchase and sale transaction contemplated by the APA (the "**Purchase and Sale**")



Transaction") is conditional upon JMB and Mantle submitting this joint plan of arrangement under the BC BCA and the CCAA (as amended, modified or supplemented from time to time, the "**Plan**") pursuant to which: (1) the Class B Common Shares owned by JBAS will be redeemed and cancelled without consideration and the class of Class B Common Shares, the class of Class C Common Shares and any class of other securities issued by JMB will be terminated; (2) the Class A Common Shares owned by CARC will be transferred to RLF Holdings; (3) Mantle shall assume the ATB Assumed Debt, the Fiera Assumed Debt and the Assumed Liabilities in partial payment of the Purchase Price; and (4) effective upon the occurrence of the Non-Recourse Event, ATB shall cease to have recourse against JMB for the Remaining ATB Debt and Fiera shall cease to have recourse against JMB for the Remaining Fiera Debt.

- I. The Monitor has requested that all Secured Creditors other than ATB and Fiera that have first ranking Security Interests in personal property of JMB take possession of and realize upon such personal property and account to JMB, the Monitor and Fiera in respect of the proceeds of sale thereof.
- J. The Monitor has determined that there will be insufficient proceeds arising from the sale of the assets of JMB and 216 pursuant to the APA, other sale transactions under the SISP, and any other anticipated sales, dispositions or collections during the CCAA to repay the Remaining ATB Debt or the Remaining Fiera Debt, and therefore that there will be no proceeds available to pay any of the ordinary unsecured Liabilities owing to unsecured creditors of JMB and 216 that was owing as of the Filing Date.

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

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) "**11.3 Order**" is defined in the APA.
- (b) "**216**" is defined in Recital A.
- (c) "**Acquired 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 under and pursuant to the APA.
- (d) "**Acquired Tranche B Inventory**" is defined in the APA.
- (e) "**Acquisition Closing**" means the completion of the Purchase and Sale Transaction.
- (f) "**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 Acquired Assets.



- (g) "**Affected Creditor**" means any Secured Creditor that has a Lien attaching to some or all of the Acquired Assets that ranks in priority to any other Lien attaching to such Acquired Assets, including to the Security Interests in favour of ATB and Fiera.
- (h) "**Aggregate**" means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.
- (i) "**Aggregate Pit**" means a pit from which Aggregate is extracted and other infrastructure located on lands subject to an Aggregate Pit Agreement.
- (j) "**Aggregate Pit Agreement**" is defined in the Plan.
- (k) "**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"**.
- (l) "**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.
- (m) "**APA**" is defined in Recital G.
- (n) "**Assumed Liabilities**" means the Liabilities of JMB that Mantle assumes in partial payment of the purchase price for the Acquired Assets pursuant to section 2.2 of the APA.
- (o) "**ATB**" is defined in Recital B.
- (p) "**ATB Agreement**" means an agreement between ATB and Mantle with respect to the ATB Assumed Debt.
- (q) "**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.
- (r) "**ATB Indebtedness**" means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB to ATB.
- (s) "**ATB Security Documents**" means the agreements, indentures and other documents granted by JMB to ATB which create Security Interests in favour of ATB.
- (t) "**BC BCA**" is defined in Recital A.



- (u) "**Business**" means business carried on by JMB specifically utilizing the Acquired Assets including the operation of Aggregate Pits and the extraction and sale of Aggregates therefrom.
- (v) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.
- (w) "**CARC**" is defined in Recital A.
- (x) "**CCAA**" is defined in Recital D.
- (y) "**CCAA Proceedings**" means the proceedings initiated by JMB and 216 with the Court pursuant to an originating application under the CCAA.
- (z) "**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.
- (aa) "**Class A Shareholder**" means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares.
- (bb) "**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.
- (cc) "**Class B Shareholder**" means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares.
- (dd) "**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.
- (ee) "**Class C Shareholder**" means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares.
- (ff) "**Court**" means the Alberta Court of Queen's Bench presiding over the CCAA Proceedings or any appeals court therefrom.
- (gg) "**Creditor**" means any Person to whom JMB owes, is liable for or is required to pay or perform Liabilities.
- (hh) "**Creditors' Meeting**" means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon this Plan.
- (ii) "**Designated Permit**" means a Permit issued to JMB that is included in the Acquired Assets, but cannot be transferred to Mantle prior to the Plan Implementation, which Permit Mantle elects by written notice to JMB and the Monitor that JMB will continue to have an interest in such Permit notwithstanding the SAVO.
- (jj) "**Eastside**" is defined in Recital A.



- (kk) "**Effective Time**" means the effective time at which Plan Implementation occurs on the Plan Implementation Date or such other time on such date as the Vendors, Mantle and the Monitor agree.
- (ll) "**Existing Shareholders**" means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other Security Holders, and "**Existing Shareholder**" means any one of them.
- (mm) "**Existing Shares**" means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other Securities, if any, and "**Existing Share**" means any one of them.
- (nn) "**Fiera**" is defined in Recital B.
- (oo) "**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.
- (pp) "**Fiera Exit Loan Agreement**" means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt.
- (qq) "**Fiera Indebtedness**" means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB to Fiera.
- (rr) "**Fiera Security Documents**" means the agreements, indentures and other documents granted by JMB to Fiera which create Security Interests in favour of Fiera.
- (ss) "**Filing Date**" is defined in Recital D.
- (tt) "**Fund VI**" is defined in Recital B.
- (uu) "**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.
- (vv) "**Initial Order**" is defined in Recital D.
- (ww) "**JBAS**" is defined in Recital A.
- (xx) "**JMB**" is defined in Recital A.
- (yy) "**JMB Assets**" means all of the undertaking, property and assets of JMB immediately prior to the Acquisition Closing and Plan Implementation, including the Acquired Assets.



- (zz) "**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.
- (aaa) "**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.
- (bbb) "**Mantle**" is defined in Recital E.
- (ccc) "**Monitor**" means FTI Consulting Canada Inc., in its capacity as Court appointed monitor of JMB and 216 in the CCAA Proceedings.
- (ddd) "**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"**.
- (eee) "**Notice of Articles**" means the notice of articles issued on December 14, 2018 by the Registrar under the BC BCA.
- (fff) "**Non-Recourse Event**" is defined in Section 4.2.
- (ggg) "**Order**" means any order of a Court in the CCAA Proceedings.
- (hhh) "**Original Articles**" mean the articles of JMB dated November 13, 2018 and executed by CARC.
- (iii) "**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.
- (jjj) "**Other Security Holder**" means any Person with any interest in any Other Securities.
- (kkk) "**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 Alberta Environment and Parks under Alberta's Code of Practice for Pits.
- (III) "**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.

- (mmm) "**Plan**" is defined in Recital H.
- (nnn) "**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.
- (ooo) "**Plan Implementation Date**" means the date on which Plan Implementation occurs.
- (ppp) "**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.
- (qqq) "**PMSI Holder**" means any Person holding a PMSI as secured party or lessor or whose interest therein is derived therefrom.
- (rrr) "**PMSI Property**" means any tangible personal property contemplated by PPS Legislation and any proceeds to which a PMSI attaches.
- (sss) "**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.
- (ttt) "**Proceeds**" has the meaning given to that term in the PPS Legislation.
- (uuu) "**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.
- (vvv) "**Purchase and Sale Transaction**" is defined in Recital H.
- (www) "**Purchase Price**" is defined in the APA.
- (xxx) "**Registrar**" means the person appointed as the Registrar of Companies under section 400 of the BC BCA.
- (yyy) "**Remaining ATB Debt**" means the ATB Indebtedness in excess of the ATB Assumed Debt.
- (zzz) "**Remaining Fiera Debt**" means the Fiera Indebtedness in excess of the Fiera Assumed Debt.
- (aaaa) "**Remaining JMB Assets**" means any property or assets of JMB which, as of the date the Reverse Vesting Order is pronounced, have not been subject to the APA or any agreement of purchase and sale with a third party pursuant to the



SISP, provided that to the extent that there are any Designated Permits, they shall be excluded from the Remaining JMB Assets.

(bbbb) "**Remaining JMB Liabilities**" means any Liabilities of JMB other than the Assumed Liabilities.

(cccc) "**Required Majority**" means a majority in number of the Affected Creditors who represent at least two-thirds in value of the Affected Claims.

(dddd) "**Reverse Vesting Order**" means an Order vesting all Remaining JMB Assets and Remaining JMB Liabilities in 216, with the effect that:

(i) JMB shall have no further obligations or liability in respect of the Remaining JMB Liabilities, other than the Remaining ATB Debt and the Remaining Fiera Debt, and JMB shall have no further right, title or interest in the Remaining JMB Assets; and

(ii) 216 shall have all the right, title and interest of JMB in and to the Remaining JMB Assets and 216 shall be liable to the creditors of JMB for the Remaining JMB Liabilities.

(eeee) "**RLF Holdings**" is defined in Recital E.

(ffff) "**Sale Advisor**" is defined in Recital D.

(gggg) "**Sanction Order**" means the Order under section 6 of the CCAA sanctioning this Plan.

(hhhh) "**SAVO**" is defined in the APA.

(iiii) "**Secured Creditor**" means a Creditor to whom JMB owes Liabilities the payment and performance of which is secured by a Lien.

(jjjj) "**Security Interest**" means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property.

(kkkk) "**SISP**" is defined in Recital D.

(llll) "**Vendors**" means, collectively, JMB and 216.

(mmmm) "**Unaffected Claims**" means the Liabilities of JMB to Persons other than an Affected Creditor.

(nnnn) "**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, but in any event without prejudice to any rights, remedies or recourses of ATB against 216 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, but without prejudice to any rights, remedies or recourses of Fiera as against 216 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";
- (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; and
- (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.

This Plan is put forward in the expectation that the Persons with an economic interest in JMB, 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.

2.2 Persons Affected by this Plan

This Plan affects:

- (a) the Affected Creditors through the arrangement of the Affected Claims as against JMB 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; and
- (d) JMB, 216 and Mantle as applicants of the Plan.

2.3 Unaffected Creditors and Existing Shareholders

- (a) The Unaffected Creditors are not affected by this Plan for the following reasons:
 - (i) pursuant to the Reverse Vesting Order, the Remaining JMB Liabilities and the Remaining JMB Assets will vest in 216 and the rights, remedies and recourses of the Unaffected Creditors as against any Remaining JMB 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 Reverse Vesting Order shall have a claim against 216 and the Remaining JMB Assets in respect of any 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 JMB Liabilities, the Existing 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 for the purposes of this Plan and voting thereon or agreeing thereto under sections 5 and 6 of the CCAA and for the purposes of receiving the benefit of this Plan.

3.2 Corporate Actions

- (a) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of JMB 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 Sanction Order, in all respects and for all purposes without any requirement of further action by the directors of JMB or the Existing Shareholders. All necessary approvals to take actions will be deemed to have been obtained from the directors of JMB and the Existing Shareholders including the deemed passing by any class of Existing 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 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 SAVO and Reverse Vesting Order

Pursuant to the APA, the Monitor, with the support and assistance of the Vendors and Mantle, will apply to the Court for the SAVO and the Reverse Vesting 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 Plan must be agreed to by the Required Majority of Affected Creditors voting in person at a Creditors Meeting or by Proxy.
- (b) In the event that all of the Affected Creditors deliver 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 Shareholder in respect of its Existing 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;
- (b) the transfer to and vesting in 216 of the Remaining ATB Debt pursuant to the Reverse Vesting Order shall be without prejudice to the continuing liability of JMB for the Remaining ATB Debt in accordance with this Plan and the Reverse Vesting Order, and the Security Interests created by the ATB Security Documents shall severally attach to:
 - (i) the Acquired 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 or Mantle; and
 - (ii) all of the property and assets of JMB 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 or, for greater certainty, any property or assets of Mantle.

The Reverse Vesting Order 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 Reverse Vesting Order 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 216 of the Remaining Fiera Debt pursuant to the Reverse Vesting Order shall be without prejudice to the continuing liability of JMB for the Remaining Fiera Debt in accordance with this Plan and the Reverse Vesting Order, the Security Interests created by the Fiera Security Documents shall severally attach to:
 - (i) all of the property and assets of JMB as security for the Fiera Assumed Debt; and
 - (ii) all of the property and assets of JMB and 216 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 or, for greater certainty, any property or assets of Mantle as security for such Remaining Fiera Debt,

and the Reverse Vesting Order 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 Reverse Vesting Order becoming effective and the Plan Implementation being completed; and

- (e) the nature of the Remaining ATB Debt and the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in 216, and the indebtedness, liabilities and obligations of 216 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 limitation of recourse against JMB as a result of 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 for the Remaining ATB Debt, but without prejudice to the continuing liability of 216 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 or, for greater certainty Mantle, but without prejudice to the attachment of Security Interests created by the ATB Security Documents to the Acquired Tranche B Inventory and their Proceeds to secure the ATB Assumed Debt;
- (c) Fiera shall cease to have recourse against JMB for the Remaining Fiera Debt, but without prejudice to the continuing liability of 216 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 or, for greater certainty 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, being the “**Non-Recourse Event**”).

4.3 **Crown Priority Claims**

Within six (6) months after Plan Implementation, JMB will pay in full to Her Majesty in Right of Canada or any province any 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 Shareholders**

- (a) No Existing Shareholder in respect of its Existing 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 Shareholder of JMB.

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 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 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) the vesting of the Acquired Assets in Mantle pursuant to paragraph 4 of the 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 Restricted Contracts pursuant to the 11.3 Order shall be simultaneously effective and the Acquisition Closing and Plan Implementation shall be deemed to be completed;
- (b) the Reverse Vesting Order shall become effective;
- (c) 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 redeemed, cancelled and terminated for no consideration, 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 redeemed, cancelled and terminated for no consideration, 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 redeemed, cancelled and terminated for no consideration, 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.

5.2 JMB Corporate Minute Books

Upon Plan Implementation, the officers and directors of JMB are authorized and directed record in the minute books of JMB this Plan, the Sanction Order, the Amended Articles, the Notice of Alteration, the redemptions, the cancellations and extinguishments and the transfers contemplated by Section 5.1(c).

5.3 Designated Permits

Following Plan Implementation, JMB shall hold any Designated Permits in trust for and on behalf of Mantle as bare trustee, carry out any lawful directions of Mantle under and in connection with the Designated Permits, and at the request of Mantle take such steps as are necessary to surrender the Designated Permits in order to permit the issuance of replacement Permits to and in favour of Mantle. Mantle shall indemnify JMB for or in respect of any Liabilities that JMB may suffer or incur as a result of JMB acting as bare trustee in respect of the Designated Permits.

ARTICLE 6 – COURT SANCTION

6.1 Application for the Sanction Order

JMB and Mantle will promptly apply for the Sanction Order.

6.2 Sanction Order

The Sanction Order will be pursuant to the CCAA and BC BCA 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 JMB is authorized to alter its Notice of Articles as set out in the Notice of Alteration;
- (d) declare that the only Persons entitled to vote on whether to approve this Plan are the Affected Creditors;
- (e) 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, the Affected Creditors and the Existing Shareholders;
- (f) 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;
- (g) declare that all Designated Permits will be and remain in full force and effect, unamended, as at Plan Implementation, and no Governmental Authority will on or following Plan Implementation terminate, rescind or refuse to renew in JMB or Mantle any Designated Permit, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of such Designated Permit or the Applicable Laws governing it by reason of:
 - (i) any event which occurred prior to, and not continuing after, Plan Implementation or which is or continues to be suspended or waived under this Plan, which would have entitled such Governmental Authority to enforce those rights or remedies;
 - (ii) JMB having sought or obtained relief under the CCAA or BC BCA or as part of this Plan;
 - (iii) any default or event of default arising as a result of the financial condition or insolvency of JMB;
 - (iv) the effect upon JMB of the completion of any of the transactions contemplated under this Plan; or
 - (v) any restructurings or reorganizations effected pursuant to this Plan;
- (h) declare that effective upon Plan Implementation, JMB shall cease to be an Applicant in the CCAA Proceedings, and JMB 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 Sanction Order, the Reverse Vesting Order and the SAVO shall continue to apply to JMB in all respects;
- (i) authorize the Monitor to perform its functions and fulfil its obligations under this Plan and the Sanction Order in order to facilitate the implementation of this Plan; and



- (j) declare that JMB, 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 Sanction Order, the operation and effect of which will not have been stayed, reversed or amended, and all applicable appeal periods in respect of the Sanction Order will have expired and in the event of an appeal or application for leave to appeal, final determination will have been made by the applicable appellate Court; and
- (c) the conditions set out in Sections 5.1, 5.2 and 5.3 of the APA shall have been fulfilled, satisfied or waived in accordance with the APA.

7.2 Monitor's Certificate of Plan Implementation

- (a) Upon the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the Monitor shall issue to JMB, 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.
- (b) Upon the completion of the Plan Implementation in accordance with Section 5.1, the Monitor shall issue to CARC, RLF Holdings and the Affected Creditors a certificate stating that Plan Implementation has occurred and is effective in accordance with this Plan and the Sanction Order and shall 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 Shareholders under this Plan will be final and binding for all purposes and enure to the benefit of JMB, 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 Shareholder will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety; and
- (d) each Existing 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.

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 October 2, 2020, or such later period 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 or any other Person; (ii) prejudice in any manner the rights of JMB or any other Person in any further proceedings involving JMB; or (iii) constitute an admission of any sort by JMB or any other Person.

8.4 Modification of Plan

- (a) Prior to the 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 Sanction Order being made:
 - (i) Mantle and JMB 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, Mantle and the Monitor, is of an administrative nature required to better give effect to Plan Implementation and the 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 and JMB 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 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, 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 and will not be responsible or liable for any claims against JMB or Mantle for any Liabilities of JMB.

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:

JMB Crushing Systems Inc.
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:

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 27th day of September, 2020.



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
_____	_____, 2020

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

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.



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;



- (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



- (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;



- (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.

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.

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 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

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:

- (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.



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



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.

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**



**BC Registry
Services**

**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, P.O. 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)

<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:

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 12:01 a.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 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 a Plan of Arrangement of JMB and Mantle Materials Group, Ltd. (the "**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 Plan) of JMB.

The Creditor hereby:

1. votes FOR the approval of the Plan;
2. acknowledges that if all of the other Affected Creditors vote for the approval of the 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 Plan);
4. empowers the Proxyholder to vote FOR the approval of the 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 Plan, and with respect to any matters that may come before any such Creditors' Meeting.

DATED this _____ day of _____, 2020.

CREDITOR'S SIGNATURE:

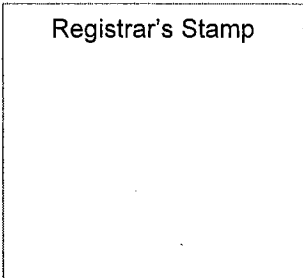
_____ (*name of Affected Creditor*)
By:

Name:
Title:

COURT OF APPEAL OF ALBERTA

Form 49
[Rule 13.19]

COURT OF APPEAL FILE NUMBERS: 2001-0213AC
2001-0211AC
TRIAL COURT FILE NUMBER: 2001-05482
REGISTRY OFFICE: 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.

APPLICANTS: JERRY SHANKOWSKI and 945411 ALBERTA LTD.

STATUS ON APPEAL: APPELLANTS

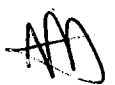
STATUS ON APPLICATION: APPLICANTS

RESPONDENTS: JMB CRUSHING SYSTEMS INC. and 2161889 ALBERTA LTD.

STATUS ON APPEAL: RESPONDENTS

STATUS ON APPLICATION: RESPONDENTS

OTHER PARTIES: FTI CONSULTING CANADA INC., MANTLE MATERIALS GROUP, LTD., RBEE AGGREGATE CONSULTING LTD., J.R. PAINE & ASSOCIATES LTD., FIERA PRIVATE DEBT FUND VI LP, BY ITS GENERAL PARTNER INTEGRATED PRIVATE DEBT FUND GP INC., FIERA PRIVATE DEBT FUND V LP BY ITS GENERAL PARTNER INTEGRATED PRIVATE DEBT FUND GP INC., ACTING IN ITS CAPACITY AS COLLATERAL AGENT FOR AND ON BEHALF OF AND FOR THE BENEFIT OF FUND VI, ATB FINANCIAL, QUEST DISPOSAL & RECYCLING INC., MUNICIPAL DISTRICT OF BONNYVILLE NO. 87, ELLISDON INDUSTRIAL, BANK OF MONTREAL, 848875 ALBERTA LTD. CARRYING ON BUSINESS AS AL'S CONTRACTING, 1577248 ALBERTA LTD.,

Handwritten initials in black ink, appearing to be "AD" or similar, located in the bottom right corner of the page.

AZAD TRUCKING LTD., AZAN TRANSPORT LTD., TD EQUIPMENT FINANCE CANADA, 541466 ALBERTA LTD. (O/A JLG BALL ENTERPRISES), BUDGET LANDSCAPING AND CONTRACTING LTD., FOUNTAIN TIRE (BONNYVILLE) LTD., STAHL PETERBILT INC., EDMONTON KENWORTH LTD., CANADIAN AGGREGATE RESOURCE CORPORATION, CATERPILLAR FINANCIAL SERVICES LIMITED, ROYAL BANK OF CANADA, FORD CREDIT CANADA LEASING, BANK OF MONTREAL - TRANSPORTATION FINANCE, KOMATSU INTERNATIONAL (CANADA) INC., WELLS FARGO EQUIPMENT FINANCE, VFS CANADA INC., CANADIAN WESTERN BANK LEASING INC. - BROKER BUYING CENTRE, STRONGCO LIMITED PARTNERSHIP, SMS EQUIPMENT INC., ENTERPRISE FLEET MANAGEMENT CANADA INC., AND MATT SILVER TRUCKING

STATUS ON APPEAL:

OTHER PARTIES (NOT PARTIES TO APPEAL)

STATUS ON APPLICATION:

OTHER PARTIES (NOT PARTIES TO APPLICATION)

DOCUMENT:

AFFIDAVIT OF BLAKE M. ELYEA

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 and Fiera Private Debt Fund V LP by its General
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2200 Commerce Place

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Email: gplester@brownlee.com

**Counsel for Shamrock Valley Enterprises Ltd, Doug
Megley and Lakeland Tire Ltd.**

Morrow Tchir LLP
PO Box 336, 5226 50 Avenue
St. Paul, AB T0A 3A0
Attention: Christina Tchir
Email: cltchir@morrowtchir.ca
Counsel for Straightvac Services Ltd.
McCuaig Desrochers LLP
2401 TD Tower
10088 – 102 Avenue
Edmonton, AB T5J 2Z1
Attention: Michael J. Simons
Email: msimons@mccuaig.com

Counsel for 1386194 Alberta Ltd. (o/a Glacier JV)

Bryan & Company LLP
2900, 10180 101 Street
Edmonton, AB T5J 3V5
Attention: Carter D. Greschner
Email: cdgreschner@bryanco.com

Strongco Limited Partnership

1640 Enterprise Road
Mississauga, ON L4W 4L4
Email: LFairbrother@strongco.com

SMS Equipment Inc.

11285 – 274 Street
Acheson, AB T7X 6P9
Email: gkenny@smsequip.com

Enterprise Fleet Management Canada Inc.

5821 – 6 Street SE
Calgary, AB T2H 1M4
Email: Benjamin.L.Cook@efleets.com

Matt Silver Trucking

Attention: Matthew Silver
Email: mattsilvertrucking@gmail.com

AFFIDAVIT OF BLAKE M. ELYEA
sworn December 4, 2020

I, **BLAKE M. ELYEA**, of the City of Burnaby, in the Province of British Columbia,
MAKE OATH AND SAY THAT:

1. I am the Chief Restructuring Advisor for JMB Crushing Systems Inc. ("**JMB**") and 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. I have been the Chief Restructuring Advisor of JMB since May 4, 2020. In that capacity, I have reviewed the business records of JMB relevant to the within proceedings and have satisfied myself that I am possessed of sufficient information and knowledge to swear this Affidavit.
3. I am authorized to swear this Affidavit as a corporate representative of JMB in response to the applications filed by Jerry Shankowski and 945411 Alberta Ltd. (collectively, "**Shankowski**") for leave to appeal and to stay the Amended and Restated Approval and Vesting Order (the "**Mantle Order**") and the Reverse Vesting Order (the "**Reverse Vesting Order**") granted by the Honourable Justice K.M. Eidsvik (the "**CCAA Judge**") on October 16, 2020.
4. On or about November 1, 2013 the MD of Bonnyville No. 87 (the "**MD**") and JMB entered into a contract for the supply of aggregate (the "**Supply Contract**"), a copy of which is attached hereto as **Exhibit "A"**. JMB has a royalty agreement with Shankowski with respect to the extraction of aggregate from lands owned by Shankowski (the "**Royalty Agreement**"), and has supplied some of the aggregate required by the MD pursuant to the Supply Contract from aggregate it has extracted from the Shankowski lands.
5. On May 1, 2020, JMB and its wholly owned subsidiary, 216 (collectively, the "**JMB Respondents**"), were granted an initial order pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985 c C-36, as amended. In support of the application, the JMB Respondents relied on the Affidavit of Jeff Buck sworn April 16, 2020 (the "**Buck Affidavit**"), in which the existence and nature of the Supply Contract was disclosed. As

is usual in CCAA proceedings, copies of court documents, including the Buck Affidavit, are posted to the Monitor's website at <http://cfcanada.fticonsulting.com/jmb/>.

6. Upon being appointed the Chief Restructuring Adviser of JMB in May 2020, I reviewed the books and records of JMB. On my review, it quickly became apparent that without payment of the invoices issued to the MD by JMB, JMB would not be able to continue with the within proceedings to restructure for the benefit of its stakeholders. Accordingly, JMB worked with the MD and the Monitor to create a process by which any additional lien claims would be stayed, the MD would pay the monies to the Monitor, the MD would no longer have any liability in relation to those monies, the Monitor would hold sufficient funds to cover any lien claims related to the Supply Contract in trust, and the Monitor would pay the excess funds to JMB to permit it to continue its operations and support the within proceedings (the "**Lien Claims Process**").
7. On May 20, 2020, the CCAA Judge granted an Order (the "**Lien Claims Process Order**") establishing this Lien Claims Process. A copy of the Lien Claims Process Order is attached as Exhibit "C" to the Affidavit of Jerry Shankowski sworn November 6, 2020 and filed in Appeal No. 2001-0213AC.
8. I am advised by counsel for JMB and do verily believe that:
 - (a) On May 21, 2020, a letter was sent to counsel for Shankowski to advise of the Lien Claims Process Order;
 - (b) On May 29, 2020, Shankowski served a Lien Notice and Affidavit pursuant to the Lien Claims Process Order;
 - (c) Shankowski did not request any additional information or copies of any documents, including the Supply Contract, before or after serving his Lien Notice and Affidavit;
 - (d) On June 26, 2020, Shankowski served materials for an application (the "**Shankowski Lien Removal Application**") seeking the removal of two liens that had been registered against title to lands owned by Shankowski (the "**Shankowski Land Liens**"). The Shankowski Land Liens had been filed by two subcontractors

to JMB for amounts owed for work done by them for JMB relating to the Supply Contract;

- (e) On or about July 27, 2020, the Monitor issued Determination Notices to all Lien Claimants, including Shankowski, pursuant to the Lien Claims Process Order; and
 - (f) On August 11, 2020, Shankowski served his application materials to appeal the Determination Notice issued by the Monitor.
9. As part of the Amended and Restated Initial Order granted on May 11, 2020, the CCAA Judge approved a sale and investment solicitation process (the “SISP”) in relation to the assets of the JMB Respondents. Out of the SISP, there have been three sales of small parcels of assets. In addition, Mantle Materials Group, Ltd. (“**Mantle**”) made an offer to purchase a substantial number of core assets of the JMB Respondents. Mantle negotiated an asset purchase agreement with the Monitor, which was executed September 28, 2020 (the “**Mantle APA**”, with the contemplated transaction being the “**Mantle Transaction**”).
10. I am advised by counsel for Mantle and believe that as part of the potential sale to Mantle, Mantle approached Shankowski to discuss obtaining Shankowski’s support for the potential sale and to ensure that the Royalty Agreement would be included in the potential sale. During the course of the discussions between Mantle and Shankowski, it was clear that Shankowski would require Mantle or JMB to ensure that the Shankowski Land Liens were removed from title.
11. Accordingly, and in anticipation of the Mantle Transaction, on October 9, 2020, counsel for JMB served an Application seeking the discharge of the Shankowski Land Liens (the “**JMB Lien Removal Application**”), along with the Affidavit of Jason Panter sworn October 9, 2020 in support (the “**Panter Affidavit**”). The Panter Affidavit appended the Supply Contract as an exhibit. The JMB Lien Removal Application was scheduled to be heard on October 16, 2020 at the same time as had been scheduled for the following Applications, all in relation to the sale of JMB assets to Mantle: (a) Application for Amended and Restated Approval and Vesting Order; (b) Application for a Reverse Vesting Order; (c) Application for an Assignment Order; (d) Application for a Plan Sanction Order;

and (e) Application for a Stay Extension Order (collectively, the “**October 16th Applications**”). All application materials for the October 16th Applications were served on the service list on or before October 1, 2020.

12. I am advised by counsel for Mantle and believe that Mantle and Shankowski continued to negotiate the terms of an agreement, pursuant to which Shankowski would consent to the vesting of the Royalty Agreement pursuant to the Mantle Order and Mantle or JMB would ensure that the Shankowski Land Liens were discharged from title, among other things. The parties reached agreement on October 15, 2020. A copy of the executed agreement is attached hereto as **Exhibit “B”**.
13. On October 16, 2020, the CCAA Judge granted the Mantle Order and the Reverse Vesting Order (collectively, the “**Vesting Orders**”). Copies of the Mantle Order and the Reverse Vesting Order are attached as Exhibits “A” and “B” respectively to the Affidavit of Jerry Shankowski sworn November 6, 2020 and filed in Appeal No. 2001-0211AC.
14. The JMB Lien Removal Application was also heard and granted on October 16, 2020. I am advised by counsel for JMB and believe that counsel for Shankowski was present at the proceedings on October 16, 2020, having brought the Shankowski Lien Removal Application seeking similar relief on behalf of Shankowski on that date. Counsel for Shankowski made submissions to the Court in respect of the JMB Lien Removal Application.
15. I am advised by counsel for the JMB Respondents and believe that:
 - (a) The Acquired Assets, as defined in the Mantle APA, consist of: (a) the Lands in and around the 16 aggregate pits included in the Acquired Assets; (b) the Acquired Aggregate together with the associated surface material leases, royalty agreements and regulatory approvals; (c) an unpermitted parcel of real property owned by JMB which contains aggregate reserves; (d) certain customer contracts; (e) the office equipment and the lands and premises at JMB’s leased Bonnyville yard; (f) a minority interest in Atlas Aggregates, which has access to aggregate pits and reserves; and (g) the business, books and records associated with these assets;

- (b) Specifically, the Acquired Assets do not include the funds currently held in the estate of JMB (the “**Estate Funds**”), or those held by FTI Consulting Canada Inc. in its capacity as Monitor of JMB pursuant to the Lien Claims Process Order (the “**Holdback Funds**”). Rather, the Estate Funds and Holdback Funds are included in the Remaining JMB Assets (as defined in the Reverse Vesting Order), all of which are being vested in 216;
- (c) The Reverse Vesting Order provides, among other things, that all of JMB’s right, title and interest in and to all remaining assets of JMB (the “**Remaining JMB Assets**”) are vested in 216, subject to, *inter alia*, all liens, trusts or other interests (the “**Remaining JMB Liabilities**”), which interests continue to attach to the Remaining JMB Assets and continue to have the same nature and priority that they previously held;
- (d) Pursuant to paragraph 4(b) of the Reverse Vesting Order, 216 holds the Remaining JMB Assets and any proceeds thereof in trust for those persons to whom the Remaining JMB Liabilities are owed, and pursuant to paragraph 4(c), the Remaining JMB Liabilities are vested in 216;
- (e) Under section 1 of the Mantle APA, accounts receivable owing to JMB, which includes the Estate Funds and the Holdback Funds, are “**Excluded Assets**”. Excluded Assets in turn are included in the definition of Remaining JMB Assets. A redacted copy of the Mantle APA is attached hereto as **Exhibit “C”**;
- (f) Under the Sanction Order, it was determined that the only creditors who were Affected Creditors under the Plan were ATB and Fiera. The creditors’ meeting was dispensed with under the Sanction Order because the voting letters of ATB and Fiera were in place, although the implementation of the Plan itself remains subject to the satisfaction of a number of conditions precedent; and
- (g) The Vesting Orders are critical pieces of the plan of arrangement (the “**Plan**”) sanctioned by the CCAA Judge on October 16, 2020. Without the Vesting Orders

in place, the Plan cannot proceed. A copy of the Plan is attached hereto as **Exhibit "D"**.

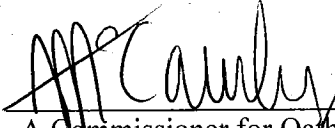
16. I am further advised by counsel for JMB and believe that:

- (a) On November 6, 2020, Shankowski filed an application seeking various relief against the JMB Respondents, including (i) an order vacating the Vesting Orders; (ii) an order setting aside the Amended Aggregate Agreement; (iii) an order declaring that paragraph 26 of the Supply Contract constitutes a trust in his favour (the "**Trust Issue Application**"); and (iv) an order adding counsel for the JMB Respondents and the Monitor as respondents to the application (the "**Proposed Respondents**") and requiring the Proposed Respondents to indemnify Shankowski for any trust monies not available from JMB (the "**Proposed Respondents Application**");
- (b) On November 27, 2020, the CCAA Judge heard the applications to vacate the Vesting Orders and to set aside the Amended Aggregate Agreement. The CCAA Judge will release her decision on December 7, 2020;
- (c) Although Shankowski brought the Trust Issue Application on the same grounds as the proposed appeal, it is not scheduled to be heard by the CCAA Judge until December 7 and 8, 2020;
- (d) The Proposed Respondents Application is scheduled to be heard on January 12, 2020;
- (e) Only regulatory approval for the contemplated licence transfers is required for the Mantle Transaction to close; and
- (f) If the Mantle Transaction fails to close for any reason, the JMB Respondents will likely be put into receivership.

17. I swear this Affidavit in opposition to the Applications brought by Shankowski for leave to appeal and to stay the Vesting Orders pending appeal.

18. I was not physically present before the commissioner taking this affidavit, but was linked with the commissioner utilizing video technology, and the process described in the notice from the court dated March 27, 2020 for remote commissioning of affidavits was utilized.

SWORN (OR AFFIRMED) BEFORE ME)
at Vancouver, British Columbia, this 4th)
day of December, 2020.)

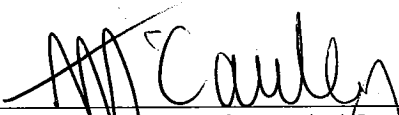

_____)
A Commissioner for Oaths/Notary Public)
in and for the Province of British Columbia)

BLAKE M. ELYEA

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



THIS IS EXHIBIT "A" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



TERMS AND CONDITIONS AGREEMENT

This Agreement is made effective the 1st day of November, 2013.

Between:

Municipal District of Bonnyville No. 87
(" hereinafter the "MD")

- and -

JMB Crushing Systems ULC
(hereinafter "JMB")

Definitions

1. In this Agreement, capitalized words will have the following meanings:
 - a. "Agreement" means this Terms and Conditions Agreement;
 - b. "MD" means the Municipal District of Bonnyville No. 87, a municipality under the provisions of the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, with offices at or near the town of Bonnyville, Alberta;
 - c. "JMB" means JMB Crushing Systems ULC, a corporation under the laws of Alberta with offices in the town of Bonnyville, Alberta;
 - d. "Parties" means the Municipal District of Bonnyville No. 87 and JMB Crushing Systems ULC;
 - e. "Product" means the production by JMB of the aggregate described in this Agreement which includes the crushing and cleaning of rock/gravel, and all related services whereby rock/gravel is made into usable crushed aggregate for the MD in accordance with the required specifications set out in this Agreement;
 - f. "Services" means the hauling and stockpiling of crushed aggregate by JMB as set out in this Agreement and anything else which is required to be done to give effect to this Agreement;

- g. "Term" means the period of time this Agreement is in effect; and
- h. "Year" means a calendar year commencing on January 1 and ending on December 31 of the same year.

JMB Responsibilities

- 2. At all times, JMB will comply with all applicable laws.
- 3. At its own cost, JMB will provide all labour, materials, equipment, supplies and anything else required to produce the Product and provide the Services to the satisfaction of the MD.
- 4. All personnel of JMB who are directly or indirectly involved with producing the Product and providing the Services are under the direction and control of JMB.
- 5. JMB will exercise good workmanship and quality control regarding the Product and Services.
- 6. JMB will prioritize, schedule, plan and establish deadlines such that the Product and Services are provided to the MD in accordance with the terms of this Agreement.
- 7. JMB shall forthwith report to the MD any damage it causes to MD property.
- 8. At all times, JMB shall ensure it is meeting all legal requirements to carry on its business and provide the Product and Services to the MD.
- 9. JMB represents that it is a resident of Canada for the purposes of Canadian income tax legislation.

Prime Contractor

- 10. JMB will be the prime contractor in the specific areas and geographic locations where the Product and Services are provided, including the pit where the Product is made and for all areas related to providing the Services.

Product & Services

- 11. At its own cost, JMB is responsible for crushing rock/gravel at a pit to produce the Product which is in a usable aggregate form for the MD and which is in accordance with the following required specifications:
 - a. Modified Designation 4 Class 20mm, Modified Designation 4 Class 40 mm in accordance with the following specifications in the table below:

DESIGNATION	4	
CLASS (MM)	20	40
40 000		100
PERCENT 25 000		
PASSING METRIC		
20 000	100	55-
SIEVE 10 000	35-77	25-
(COSB 8-GP 8 000		
2M)*M 5 000	15-55	8-55
1 250	0-30	0-30
80	0-12	0-12
%FRACTURE BY ALL WEIGHT FACES +5000	40+	25+
PLASITICITY INDEX (PI)	NP-8	NP-8

- b. Product specifications are as set out above, or otherwise agreed by the Parties in writing, and are generally described as crushed gravel being Modified Des 4 Class 20/Des 4 Class 40 with no more than 25% passing the 1250um.
- c. A minimum of 200,000 (two-hundred-thousand) tonnes of Product per Year, shall be delivered and stockpiled at designated locations within the geographic boundaries of the MD, as determined by the MD acting reasonably.
- d. The stockpile locations designated by the MD for the 2013 Year are the MD's yard at NE 19-61-5 W4m and at the Harco Oilfield Services Ltd. NW 14-62-2 W4M. JMB will have unlimited access to the Harco Oilfield Services Ltd. location. JMB will have reasonable access to the MD's yard.
- e. Annual quantities, and locations where the Product will be hauled and stockpiled by JMB, shall be confirmed in writing by September 1st of each year. Unless the Parties agree otherwise in writing, the annual quantities shall not be less than 200,000 (two-hundred-thousand) tonnes of Product delivered and stockpiled for the MD by JMB.
- f. JMB may make the Product, haul and stockpile to the MD designated locations for the given year as mutually agreed upon by both parties.
- g. For delivery and stockpiling of the Product, JMB shall have reasonable access to locations designated by the MD.

Delivery and Stockpiling

12. JMB shall deliver the Product to the MD, and in cooperation with MD staff, stockpile the Product in a continuous cone to a minimum height of 10 (ten) meters. JMB shall supply all equipment and labour for delivering and stockpiling the Product, including trucks, a stacking conveyor(s), bulldozer(s) and any other equipment.

Changes to Product

13. Changes may be made to the Product amounts or specifications as agreed upon by the Parties. When such changes are agreed upon, the Parties shall prepare and execute an amendment to this Agreement.

Ownership of Product

14. JMB shall own the Product until the MD has paid all invoices for the crushing of the Product in a Year, or when all of the Product for the same Year has been delivered to the MD, whichever first occurs.

Term

15. The Term of this Agreement shall be ten (10) years, commencing on November 1, 2013.

Price

16. The price for the Product and Services provided in accordance with the provisions of this Agreement shall be as follows:
- a. For the first 5 years of this Agreement, the MD will pay JMB \$25.00 (twenty-five dollars) per tonne; and
 - b. The last 5 years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.
17. Unless agreed to in writing by the Parties, the MD will not pay JMB any monies other than the amounts per tonne specified in this Agreement for the Product and Services, plus GST.

Invoicing & Set-Off

18. Invoices of JMB shall state the quantity of Product being invoiced, the period the invoice covers, the amount being invoiced, whether the invoice is for crushing or delivery/stockpiling of the Product, GST, and any other reasonable information required by the MD.

19. When crushing is being done in a Year, JMB shall invoice the MD on a bi-weekly basis for 50% (fifty percent) of the applicable price per tonne of the Product which has been crushed and which will subsequently be delivered to the MD in the same Year.
20. When the Product is delivered and stockpiled in a Year as per this Agreement, JMB shall invoice the MD bi-weekly, or other period agreed on in writing by the Parties, for the remaining 50% (fifty percent) of the applicable price per tonne for the Product which is scaled/weighed by JMB and delivered and stockpiled by JMB.
21. Within 30 days of receiving JMB invoices, the MD will pay undisputed amounts.
22. The MD may make adjustments for any overpayments to JMB at any time.
23. For each Year, all invoices for that Year are to be submitted by JMB to the MD by December 31 of that Year.
24. At all times, the MD reserves the right to verify the quantity and quality of Product which JMB invoices it. The MD is not required to pay for Product which does not meet the specifications and the permitted deviations from them in accordance with this Agreement.
25. JMB shall be responsible to remit all amounts required by provincial and federal laws to the appropriate governmental agency.
26. From the amounts paid to JMB by the MD, JMB is deemed to hold that part of them in trust which are required or needed to pay for any salaries, wages, compensation, overtime pay, statutory holiday pay, vacation pay, entitlements, employee and employer Canada Pension Plan contributions, employee and employer Employment Insurance contributions, Workers' Compensation premiums and assessments, income taxes, withholdings, GST and all costs directly or indirectly related to the Product and Services. JMB shall pay the foregoing from such trust funds.
27. The MD may set-off and deduct any monies payable to JMB against any financial obligation JMB owes the MD.

Other Fees

28. JMB reserves the right to negotiate with the MD for reasonable and necessary ancillary charges which are assessed by other municipalities or the provincial or federal governments. The MD must agree in writing to any such ancillary charges before they are paid by the MD.

GST

29. The Parties shall comply with the *Excise Tax Act* (Canada) pertaining to GST. JMB shall set out applicable GST as a separate item on all invoices and the MD shall pay such GST. JMB shall be responsible for remitting GST in accordance with the *Excise Tax Act*.
30. JMB and the MD shall have registered Goods & Services Tax ("GST") accounts.

Changes

31. The MD may at any time issue changes to the general scope of the Product and the Services in this Agreement. In such event, the MD and JMB shall agree to an equitable adjustment to the price. Any such agreed changes and adjustments shall be in writing.

Quality Control

32. JMB will ensure the quality of the Product meets the required specifications stated in this Agreement.
33. At JMB's cost, sieve samples shall be taken by a qualified independent geotechnical testing firm at a frequency of 1 (one) sieve per 1,000 (one-thousand) tonnes of Product produced and records shall be kept of such samples. Copies of the sample results will be provided to the MD by JMB within 72 (seventy-two) hours of them being taken.
34. JMB will ensure that the variances from the specifications for the Product do not deviate more than 2% (two percent) from the required specifications. If the variance from the Product specifications continues to deviate from the required specifications for more than 2 (two) consecutive sieves without satisfactory correction by JMB, until the required specifications are met, the MD reserves the right to reject the Product which does not meet the required specifications. Should such deviation occur the MD shall undertake to notify JMB in writing prior to any further action.
35. Test sampling of the Product shall be performed by JMB at the pit and records will be kept of the samples. Such test sampling will be done as frequently as required to ensure the required specifications for the Product is in accordance with the terms of this Agreement. Copies of the test sample results will be provided to the MD by JMB within 72 (seventy-two) hours of them being taken.
36. Spot testing of the Product will be performed by the MD when the Product is delivered to the designated locations specified by the MD and records of such testing will be kept by the MD. Copies of the spot testing results will be provided to JMB by the MD within 72 hours (seventy-two) hours of them being taken. JMB will ensure that the variances from the specifications for the delivered Product do not

deviate more than 2% (two percent) from the required specifications for the Product. If the variance from the Product specifications continues to deviate from the required specifications for more than 2 (two) consecutive sieves of delivered Product without satisfactory correction by JMB, the delivery of the Product will be suspended until an independent geotechnical consultant can verify that the specifications of the Product delivered is meeting the required specifications. JMB will pay the costs for such an independent assessment.

Insurance

37. At all times, JMB shall maintain Workers' Compensation insurance and shall pay its assessments and premiums as required by applicable Workers' Compensation legislation. JMB shall provide the MD with proof of Workers' Compensation coverage as required by the MD.
38. At all times, JMB shall have general liability insurance, with limits of not less than five-million dollars (\$5,000,000) per occurrence for bodily injury, death, property damage, loss of use and consequential losses. At the MD's request, JMB shall furnish certificates of insurance as proof of coverage.

Indemnification & Liability

39. JMB shall indemnify and hold harmless the MD, its directors, trustees, officers, councillors, agents and employees, against and from any actions, claims, demands, proceedings, loss, liability, damages on account of injury to or death of persons, damage to or destruction of property belonging to the MD or others, which are directly or indirectly caused by JMB's acts, breach of contract or negligence related to the Product and Services.
40. Nothing in this Agreement shall obligate JMB to indemnify the MD for any loss, liability or damages caused by breach of contract or negligence by the MD, its directors, trustees, officers, councillors, agents or employees.
41. JMB indemnifies the MD for all amounts related to the Product and Services, or related to its personnel, including interest and penalties, which it is required to pay or remit to any governmental agency as required by law, including the Workers' Compensation Board.

Non-Agent

42. The Parties agree that none of the provisions of this Agreement shall be construed so as to constitute JMB as being the agent, partner or servant of the MD. JMB shall have no authority to make any statements, representations or commitments of any kind, or take any action, which may be binding upon the MD, except as may be authorized in writing by the MD.

Termination & Suspension

43. This Agreement automatically terminates without notice and without penalty when the Term expires.
44. Without notice to JMB and without penalty to the MD, this Agreement automatically terminates when JMB goes into receivership, becomes insolvent or is assigned or petitioned into bankruptcy.
45. By notifying JMB in writing, the MD may terminate this Agreement forthwith for a material breach of the terms of this Agreement and without further obligation on the MD beyond the date of such termination.
46. By notifying the MD in writing, JMB may terminate this Agreement forthwith for a material breach of the terms of this Agreement and without further obligation on JMB beyond the date of such termination.
47. At any time, the MD and JMB may mutually agree in writing to terminate this Agreement regardless of the foregoing termination provisions.
48. Upon written notice, the MD may suspend the operation of this Agreement, without penalty, when JMB is not complying with the terms of this Agreement and such suspension shall continue until JMB complies with the terms of this Agreement or the MD terminates this Agreement for a material breach of its terms.
49. Upon written notice, JMB may suspend the operation of this Agreement, without penalty, when the MD is not complying with the terms of this Agreement and such suspension shall continue until the MD complies with the terms of this Agreement or JMB terminates this Agreement for a material breach of its terms.

Mediation & Arbitration

50. Without prejudice to any other right or remedy the Parties may have, in the event of a dispute, the Parties shall make best efforts to resolve the dispute and use mediation before arbitration. When the parties cannot agree on a mediator, the Court of Queen's Bench of Alberta, upon application, shall appoint a mediator.
51. The Parties agree that any disputes arising from the performance of this Agreement, which cannot be settled in negotiation or mediation between the Parties, shall be submitted to a single arbitrator subject to the rules and procedures of the Alberta *Arbitration Act*, which shall be binding and subject to the limitations expressed in this Agreement. Each party shall bear its own costs for arbitration. The Parties shall equally share the costs of the arbitrator. Unless the Parties agree otherwise in writing, the place of the arbitration shall be Edmonton, Alberta. An arbitrator must be qualified to perform the arbitration by having the knowledge, experience, ability and

expertise to perform the arbitration relative to the nature of the dispute between the Parties.

52. When the Parties cannot agree in writing on an arbitrator, the Court of Queen's Bench, upon application, shall appoint an arbitrator.

Notices & Correspondence

53. Any notice required or permitted to be given hereunder shall be in writing, may be delivered personally or by facsimile, email, courier or registered mail, and shall be addressed to the representative of each Party at the address below, until changed by notification in writing to the other Party:

a. To JMB at:

Attention: Jeff Buck
JMB Crushing Systems ULC
P.O. Box 6977
Junction Secondary HWY #660 & Range Road 445
Bonnyville, AB T9N 2H4
Fax: 780-826-6280
Email: admin@jmbcrush.com

b. To the MD:

Attention: Darcy Zelisko
Municipal District of Bonnyville No. 87
Bag 1010
61330 RR 455
Bonnyville, AB T9N 2J7
Fax: 780-826-5064
Email: dzelisko@md.bonnyville.ab.ca

General

54. All references to dollars and "\$" in this Agreement are to Canadian Dollars.

55. Time shall be of the essence in this Agreement.

56. In this Agreement, unless otherwise stated, all references to the masculine or feminine gender shall include the other and vice-versa.

57. This Agreement shall be construed and enforced in accordance with the laws applicable in the province of Alberta. The Parties hereto irrevocably attorn to the jurisdiction of the courts and arbitration in Alberta.

58. This Agreement contains the entire agreement and understanding between the MD and JMB and supersedes all prior representations and discussions pertaining to all matters directly or indirectly covered in this Agreement. There are no conditions, warranties, representations, understandings or agreements of any nature other than as set out in this Agreement.
59. This Agreement may only be amended by a subsequent written instrument signed by both Parties.
60. Failure of the Parties to insist upon or to enforce strict performance of any of the terms of this Agreement shall not be construed as a waiver of their rights to assert or rely upon such terms subsequently.
61. Should any part of this Agreement be held invalid or illegal, that part shall be severed from the Agreement and the remainder shall continue in full force and effect.
62. This Agreement shall not be assigned, except as may be agreed upon by the Parties in writing.
63. Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to natural disasters, fire, flood, explosion, acts of terrorism, war, embargo, labour strikes, Acts of God, or any other cause beyond their control. Within seven (7) days from the beginning of such events, the affected Party shall notify the other Party in writing of the existence of the event and its probable impact on its obligations in this Agreement.
64. This Agreement may be executed and delivered by the Parties in counterparts (each of which shall be considered an original) and by facsimile, email or other electronic means, and when a counterpart has been executed and delivered by each of the Parties, all such counterparts shall together constitute one agreement.

IN WITNESS THEREOF the authorized representatives of the Parties have executed this Agreement as of the date first written above.

JMB CRUSHING SYSTEMS ULC


Per:




Jeff Buck, President

MUNICIPAL DISTRICT OF BONNYVILLE No. 87

Per:







AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the ^{30th} day of September, 2015.

BETWEEN:

Municipal District of Bonnyville No. 87
("hereinafter the "MD")

- And -

JMB Crushing Systems ULC
(Hereinafter "JMB")

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

Clause 11 c.

- A minimum of 200,000 (two-hundred-thousand) tonnes of Product per year, shall be supplied and/or stockpiled at designated locations within the geographic boundaries of the MD, mutually agreed upon by both parties. Should the Product be stockpiled in one of the designated pits both quantities and quality of Product shall be monitored and any shortfall shall be supplied in the same year as hauled. The MD will weight Product based on Loadrite scale and provide such records to JMB for confirmation if required.

Clause 11 d.

- ~~- The stockpile locations designated by the MD for the 2013 Year are the MD's yard at NE 19-61-5 W4M and at the Harco Oilfield Services Ltd. NW 14-62-2 W4M. JMB will have unlimited access to Harco Oilfield Services Ltd location. JMB will have reasonable access to the MD's yard.~~

- The stockpile locations designated by the MD for 2015 as agreed upon by both parties will be Pit #19 - with gravel remaining in the Pit until the MD uses the gravel. For 2016 ONLY the designated stockpile locations shall be Pit #19, the Truman pit or the MD yard or as mutually agreed upon.

Clause 11 e.

- Annual quantities, and locations where the Product will be hauled and stockpiled by JMB, shall be confirmed in writing by September 1st of each year except for 2016 ONLY confirmation of quantities and location will be January 1st. With 50% of payment at time of crushing and the remainder September 1st of 2016 providing it is stockpiled in one of the designated pits for \$21.00/tonne. Every year thereafter moving forward notification will be September 1st unless the Parties agree otherwise. The annual quantities shall not be less than 200,000 (two-hundred-thousand) tonnes of Product delivered and stockpiled for the MD by JMB.


Clause 16.

- The price for the Product and Services provided in accordance with the provisions of this Agreement shall be as follows:
 - a. For the remaining 2 years and moving forward , the MD will pay JMB:
 - a. For 2016 - Product is in either of the following pits, namely Pit #19 or Truman Pit \$21.00 (twenty-one dollars) per tonne or in MD yard \$25.00 (twenty-five dollars) per tonne;
 - b. The last five years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRSHING SYSTEMS ULC

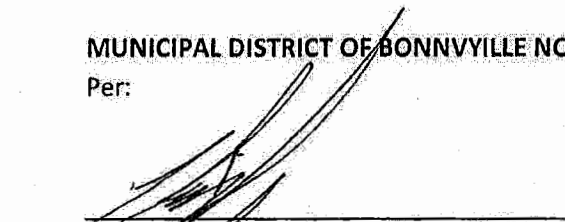
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge

AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 12th day of December, 2016.

BETWEEN:

Municipal District of Bonnyville No. 87
("hereinafter the "MD")

- And -

JMB Crushing Systems ULC
(Hereinafter "JMB")

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:


The MD to receive a \$1 (one dollar) reduction per tonne on the Product with the following conditions:

- Crush and stockpile 200,000 (two hundred thousand) tonnes of Product at an earlier mutually agreed upon time – starting as soon as December of the prior year and enforceable for the remainder of the term of the Agreement;
- Invoices payable within 90 days of receipt for Product – invoices to be dated within calendar year of Product delivery;
- Failure to notify the MD for Quality Control may result in the Product being refused.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRUSHING SYSTEMS ULC

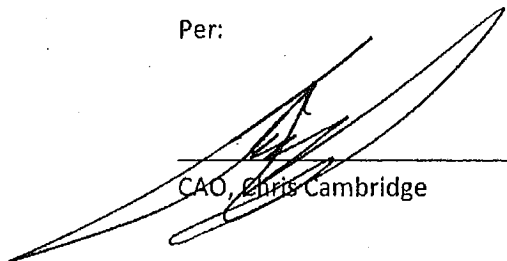
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge



AMENDMENT TO AGREEMENT

This is an amendment to the terms and conditions of the agreement signed on the 26th day of February 2018.

BETWEEN:

Municipal District of Bonnyville No. 87
(“hereinafter the “MD”)

- And -

JMB Crushing Systems ULC
(Hereinafter “JMB”)

WHEREAS the parties wish to amend certain terms of the agreement and WHEREAS both parties have reviewed and agreed upon the following terms and references being amended as follows:

The MD to receive a \$.50 (fifty cent) reduction per tonne on Product haul for 2018 gravel supply with the following conditions:

- As per request from JMB for full payment of 2018 Interim crush by the end of February 2018
- And as per council motion:

Resolution No. 18.152

That Council agrees to an early payment on February 28, 2018 to JMB Crushing Systems ULC for the 2018 gravel crushing contract, subject to the Municipal District receiving a reduction of \$.50 per tonne on the fall gravel haul portion of the 2018 gravel supply contract with JMB Crushing.

Background:

- As per original agreement dated 1st November 2013 and in particular Clause 16
 - a) For the first 5 years of this Agreement, the MD will pay JMB \$25.00 (twenty-five dollars) per tonne; and
 - b) The last five years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

- Amending agreement dated 30th September 2015 and in particular Clause 16
 - a) For the remaining two(2) years and moving forward, the MD will pay JMB:
For 2016 product is in either of the following pits, namely pit #19 or Truman Pit \$21.00 (twenty-one dollars) per tonne or in the MD yard \$25.00 (twenty-five dollars) per tonne
 - b) The last five (5) years of this Agreement, the MD will pay JMB \$27.00 (twenty-seven dollars) per tonne.

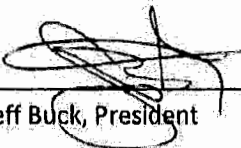
- Amending agreement dated 12th of December 2016 and in particular Clause 16:
 - o The MD will receive a \$1.00 (one dollar) reduction per tonne on the Product with the following conditions:
 - Crush and stockpile 200,000 (two hundred thousand) tonnes of Product at an earlier mutually agreed upon time – starting as soon as December of the prior year and enforceable for the remainder of the term of this Agreement.
 - Invoices payable within 90 days of receipt for Product – invoices to be dated within calendar year of Product delivery.
 - Failure to notify the MD for Quality Control may result in the Product being refused.

Keeping in mind that as per Amending Agreement dated 16th December 2016 and this amending agreement the MD will be receiving a \$1.50 (one dollar and fifty cent) reduction for the 2018 crush and supply contract.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this Amendment and Agreement or any earlier Agreement, the terms of this Amendment will prevail.

JMB CRSHING SYSTEMS ULC

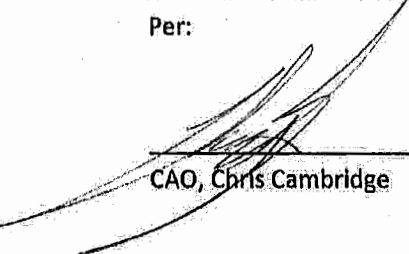
Per:



Jeff Buck, President

MUNICIPAL DISTRICT OF BONNVILLE NO. 87

Per:



CAO, Chris Cambridge

AAA

AMENDMENT TO AGREEMENT

This fourth amendment to the Agreement is made effective the ____ of February 2020.

Between

Municipal District of Bonnyville No. 87
(hereinafter the "MD")

- and -

JMB Crushing System ULC
(hereinafter "JMB")

(MD and JMB collectively referred to herein as the "**Parties**")

WHEREAS the Parties entered into an agreement on November 1, 2013, for the production and supply of aggregate and subsequently entered into three amendments to the agreement as set-out below (the "**Agreement**");

AND WHEREAS the Parties agreed to the first amendment of the Agreement on September 30, 2015 (**Amendment 1**);

AND WHEREAS the Parties agreed to the second amendment of the Agreement on December 12, 2016 (**Amendment 2**);

AND WHEREAS the Parties agreed to the third amendment of the Agreement on February 26, 2018 (**Amendment 3**);

AND WHEREAS the Parties wish to amend certain terms of the Agreement;

THEREFORE, for the consideration of the promises and obligations under this Amendment 4, the sufficiency of which is hereby acknowledged as being good and valuable consideration, the Parties have reviewed and agreed upon the following terms and references in the Agreement being amended as follows:

PRODUCTS & SERVICES

Adding new 11.h:

h. For the year 2020, the Product shall be as follows:

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



DESIGNATION		1
CLASS (MM)		12.5
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	12 500	100
	10 000	83-92
	5000	55-70
	1250	26-45
	630	18-38
	315	12-30
	160	8-20
	80	4-20
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)		60+
PLASITICITY INDEX (PI)		NP
L.A. ABRASION LOSS PERCENT MAXIMUM		40

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

DESIGNATION		2
CLASS (MM)		16
PERCENT PASSING METRIC SIEVE (CGSB 8-GP-2M)	1600	100
	12 500	89-100
	10 000	78-94
	5000	55-70
	1250	26-45
	630	18-38
	315	12-30
	160	8-20
	80	4-10
% FRACTURE BY ALL WEIGHT (2 FACES) (All +5000)		60+
PLASITICITY INDEX (PI)		NP
L.A. ABRASION LOSS PERCENT MAXIMUM		50

Adding new 11.i.:

- i. For the year 2020, product specifications are as set out 11.h, or otherwise agreed to by the Parties in writing, and are generally

AA

described as crushed gravel being Des 1 Class 12.5 and Des 2 Class 16.

Adding new 11.j:

- j. Prior to May 15, 2020, JMB shall deliver both a minimum of 10,000 tonnes of Des 1 Class 12.5 and a minimum of 40,000 tonnes of Des 2 Class 16 to the MD pursuant to Section 12 of the Agreement.

Adding new 11.k:

- k. For the year 2020, JMB shall deliver both a total of 50,000 tonnes of Des 1 Class 12.5 and a total of 150,000 tonnes of Des 2 Class 16 to the MD pursuant to Section 12 of the Agreement.

DELIVERY AND STOCKPILING

Deleting 12 and substituting with:

- 12. JMB shall deliver the Product to 61330, Range Rd. 455, Bonnyville, T9N 2J7 (the "MD Yard"), and in cooperation with the MD staff, stockpile the Product in a continuous cone to a minimum height of 10 (ten) meters. JMB shall supply all equipment and labour for delivering and stockpiling the Product including trucks, a stacking conveyor(s), bulldozer(s) and any other equipment.

OWNERSHIP OF PRODUCT

Deleting 14 and substituting with:

- 14. The MD will own the Product after the Product has been crushed and the MD has paid the related invoices issued pursuant to Section 19 of the Agreement. Any Product owned by the MD and in the possession of JMB shall be held in trust in the custody of JMB as bailee for the benefit of the MD in accordance with the provisions of the Agreement.

PRICE

Adding new 16.1:

- 16.1 For the year 2020, the price for the Products and Services provided in accordance with the Agreement shall be \$33.28 per tonne for Des 1 Class 12.5 and \$31.00 per tonne for Des 2 Class 16.

INVOICING & SET-OFF

Deleting 19 and substituting with:

19. When crushing is being done in a Year, JMB shall invoice the MD on a bi-weekly basis for 50% (fifty percent) of the applicable price per tonne of the Product which has been crushed and which will subsequently be delivered to the MD in the same Year. This payment will be based on the quantity verification by the MD.

Deleting 24 and substituting with:

24. At all times, the MD reserves the right to inspect the Product that has been invoiced by JMB, including without limitation, the right to verify the quantity and quality of the Product and the right to enter onto JMB's property to conduct an inspection of the Product. The MD is not required to pay for Product which does not meet the specifications and the permitted deviations from them in accordance with this Agreement.

Except as set forth in this Agreement, the Agreement is unaffected and shall continue in full force and effect in accordance with the terms. If there is a conflict between this amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

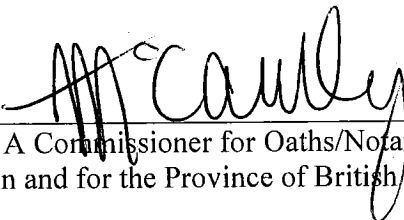
JMB CRUSHING SYSTEMS ULC
PER:

MUNICIPAL DISTRICT OF BONNYVILLE
NO. 87
PER:

Jeff Buck, President

Luc Mercier, CAO

THIS IS EXHIBIT "B" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



October 14, 2020

Parties:

Jerry Shankowski and
945441 Alberta Ltd.
7727 81 Avenue
Edmonton, AB T6C 0V4

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

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

Counsel :

Hajduk Gibbs LLP
#202 Platinum Place
10120 – 118 Street NW
Edmonton, AB T5K 1Y4

Attention: Richard B. Hajduk
Email: richard@hajdukllp.com

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

Attention: Tom Cumming
Email: tom.cumming@gowlingwlg.com

Re: Proceedings of JMB Crushing Systems Inc. ("JMB") and 2161889 Alberta Ltd. ("216", and together with JMB, the "Companies") under the *Companies' Creditors Arrangement Act* (the "CCAA")

Reference is made to the following:

1. the proceedings of JMB and 216 under the CCAA (the "**CCAA Proceedings**") commenced on May 1, 2020 by an Initial order of the Honourable Madam Justice K.M. Eidsvik of the Court of Queen's Bench of Alberta (the "**Court**") made on May 1, 2020, which Order was amended and restated by an Order made on May 11, 2020;
2. an asset purchase agreement dated as of September 28, 2020 (the "**APA**") between JMB and 216 as vendors and Mantle Materials Group, Ltd. ("**Mantle**") as purchaser, under which Mantle has agreed to purchase all of the right, title and interest of the Companies in certain core properties and assets of the Companies (the "**Property**", and such transaction, the "**Transaction**"), including the Royalty Agreement;
3. the Aggregates Royalty Agreement dated October 29, 2018 (the "**Royalty Agreement**") between JMB and Jerry Shankowski (945441 Alberta Ltd.) (the "**Royalty Holder**") in respect of the lands legally described as the North West and South West Quarters of Meridian 4, Range 7, Township 56, Section 21, County of St. Paul No. 19, Title Number 172 269 783 +5 (the "**Royalty Lands**");
4. JMB owes significant arrears to the Royalty Holder under the Royalty Agreement (the "**Monetary Arrears**"); and
5. builder's liens that have been registered against title to the Royalty Lands by J.R. Paine & Associates Ltd. on May 13, 2020 as Instrument No. 202 104 972 and by R Bee Aggregate Consulting Ltd. on May 15, 2020 as Instrument No. 202 106 447 (collectively, the "**Liens**").

The Transaction will be completed when all of the conditions precedent contained in the APA have been satisfied or waived, including the issuance by the Court of Orders approving the Sale Agreement and vesting the Property in Mantle free and clear of all claims, security and encumbrances (the "**Vesting Order**"), vesting all remaining assets and liabilities of JMB in 216 (the "**Reverse Vesting Order**"), assigning to Mantle the right, title and interest of JMB and 216 in certain contracts, and sanctioning a plan of arrangement of JMB and Mantle under the CCAA and *Business Corporations Act* (British Columbia) (collectively, the "**Orders**").

Mantle and the Royalty Holder wish to enter into an agreement amending certain provisions of the Royalty Agreement and setting out the basis on which the Royalty Holder is willing to consent to the vesting of the Royalty Agreement in Mantle.

Now therefore, for good and valuable consideration, Mantle and the Royalty Holder agree as follows:

- (a) The Royalty Holder consents to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle pursuant to the Vesting Order.
- (b) Mantle will pay \$50,000 to the Royalty Holder on account of the Monetary Arrears and the Royalty Holder agreeing to the vesting of the right, title and interest of JMB in and to the Royalty Agreement in Mantle without requiring full payment from Mantle of the Monetary Arrears (the "**Mantle Payment**"), but without prejudice to any claim or entitlement of the Royalty Holder to the Monetary Arrears (less the Mantle Payment) as against JMB, or against 216 as a result of all liabilities of JMB being vested in 216, including the remaining Monetary Arrears. Mantle shall pay the Mantle Payment to the Royalty Holder promptly following the completion of the Transaction by wire transfer in accordance with wire transfer instructions provided by the Royalty Holder to Mantle.
- (c) Subject to paragraphs 5(b) to (e), the Royalty Holder shall have no claims against Mantle for the Monetary Arrears and as between Mantle and the Royalty Holder, the Royalty Agreement shall be deemed to be in good standing.
- (d) Mantle confirms that in accordance with Article VII of the Royalty Agreement, it will be solely responsible, including in its capacity as a registration holder, for all conservation and reclamation of the Royalty Lands, and that the obligations regarding conservation and reclamation do not constitute Monetary Arrears.
- (e) Mantle confirms that it will provide notice of change of corporate status (s. 2.1.6 of the *Code of Practice for Pits*) and become a *registered holder* in accordance with the provisions of the following: *Environmental Protection and Enhancement Act* R.S.A. 2000, c. E-12; *Conservation and Reclamation Regulation* Alberta Regulation 115/1993 as amended; *Activities Designation Regulation* Alberta Regulation 276/2003 as amended; *Approval and Registration Procedures Regulations* Alberta Regulation 113/93 as amended; and the *Code of Practice for Pits* (collectively the "**Reclamation Legislation**"), as applicable.
- (f) Paragraphs 5(a) to (e) of this amending agreement shall become effective upon the satisfaction or waiver (evidenced by written agreement of Mantle and the Royalty Holder) of the following conditions precedent, which shall be for the mutual benefit of both Mantle and the Royalty Holder:
 - (i) the Court shall have pronounced the Orders, which Orders shall not have been appealed, modified or set aside;
 - (ii) the Transaction shall have been completed;

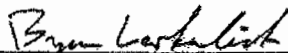



- (iii) the Royalty Holder and Mantle shall have executed this amending agreement;
 - (iv) the Liens shall have been discharged from title to the Royalty Lands; and
 - (v) Mantle shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the forgoing.

Mantle Materials Group, Ltd.

By:



Byron Levkulich
President-Director


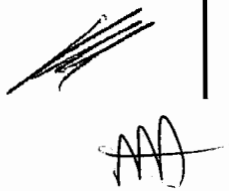
Witness:

Jerry Shankowski

945441 Alberta Ltd.

By:

Jerry Shankowski
President and Sole Director



- (iv) the Lishs shall have been discharged from title to the Royalty Lands, and
- (v) Mante shall have become a "registered holder" in accordance with the Reclamation Legislation.
- (g) All of the terms and provisions of the Royalty Agreement, as amended by this amending agreement, remain valid, enforceable and in full force and effect, unamended except as provided by this amending agreement.
- (h) This amending agreement may be signed by the parties in counterpart, and electronic copies of signatures shall be treated as originals for all purposes.

The parties hereby agree to the foregoing.

Mante Materials Group, Ltd
By:


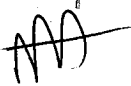
Byron Lewklich
President

Witness

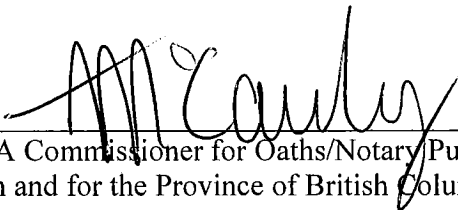
346441 A Corp, Ltd
By:

Jeff Shankowski
President and CEO, Director


Jeff Shankowski

THIS IS EXHIBIT "C" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



AMENDED AND RESTATED ASSET 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

September 28, 2020



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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 28th day of September, 2020.

BETWEEN:

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

- and -

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

WHEREAS the Vendors have agreed to transfer to the Purchaser, and the Purchaser has agreed to purchase and assume, the Acquired Assets and the Assumed Liabilities from the Vendors upon the terms and subject to the conditions set forth hereinafter;

AND WHEREAS the Vendors have sought and obtained an Order of the Court of Queen's Bench of Alberta (the "**Court**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-35, as amended (the "**CCAA**", and such proceedings, the "**CCAA Proceedings**");

AND WHEREAS by an Order pronounced by the Court on May 1, 2020 (the "**Filing Date**"), as subsequently amended and restated on May 11, 2020, the Court approved a sale and investor solicitation process (the "**SISP**") for: (a) the solicitation of offers for the sponsorship of the Plan; or (b) the purchase and sale of the business and assets of the Vendors;

AND WHEREAS in accordance with the defined terms and procedures of the SISP the Purchaser is a Qualified Bidder, has provided to the Vendors a Qualified LOI, and on July 20, 2020 submitted to the Vendors a formal Sale Proposal in accordance with Phase 2 of the SISP; and,

AND WHEREAS revisions to the Phase 2 Sale Proposal of the Purchaser have been negotiated and incorporated into this amended and restated Agreement pursuant to which the Vendors will sell and the Purchaser shall purchase the Acquired Assets and assume the Assumed Liabilities upon and subject to the terms and conditions set forth 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:

"**11.3 Order**" is defined in Section 4.3(b)(ii)(B).

"**216 Vendor**" means 2161889 Alberta Ltd.

"**Acquired Assets**" is defined in Section 2.1(a).

"**Acquired 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 Premises, the Aggregate Pits or at the Edmonton Premises.

"**Acquired Inventory**" means the Acquired Tranche A Inventory and the Acquired Tranche B Inventory.

"**Acquired Tranche A Inventory**" means the inventory of extracted Aggregate 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.

"**Acquired Tranche B Inventory**" means the inventory of extracted Aggregate listed on **Schedule H** which is located on the Lands subject to the Buksa Agreement, the Havener Agreement, the Shankowski Agreement, SML 110045, SML 110047 and SML 120005, and on the Bonnyville Premises.

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

"**Adjustment Time**" means 11:59 pm on the Business Day immediately prior to the Closing Date.

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

"**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 asset purchase agreement, which amends and restates the asset purchase agreement dated as of July 20, 2020, 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 from which Aggregate is extracted.

"Aggregate Pit Agreements" means the Surface Material Leases and the Royalty Agreements identified on **Schedule C** 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.

"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 any Contracts listed on **Schedule D** or 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.

"Assumed Debt" means, collectively, the ATB Assumed Debt and the Fiera Assumed Debt.

"Assumed Liabilities" is defined in Section 2.2.

"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 Plan and the ATB Agreement, which based upon the estimated tonnes of Acquired Tranche B Aggregate 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 the JMB Vendor under the ATB Loan and Security Documents.

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

"ATB Mortgage" means a mortgage granted by the Purchaser 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 the JMB Vendor, including without limitation 7,820,077 Class "A" Common Shares therein.

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

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

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

"Buksa Agreement" is defined in **Schedule C**.

"Buksa Bond" is defined in **Schedule D**.

"Business" means the business carried on by the Vendors specifically utilizing the Acquired Assets including the operation of the Aggregate Pits and the extraction and sale of Aggregates therefrom.

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

"CARC" means Canadian Aggregate Resource Corporation.

"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 the recitals.

"CCAA Proceedings" is defined in the recitals.

"Claims" means all past, present and future Proceedings, 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 purchase and sale of the Acquired Assets under this Agreement, including without limitation the payment of the Purchase Price and the delivery of the Closing Documents, on the Closing Date.

"Closing Date" means 12:00 p.m. (Mountain Time) on the fifth Business Day immediately following the date that the SAVO, Reverse Vesting Order and Sanction Order have been issued 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 Sales 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.

"Court" means the Court of Queen's Bench of Alberta.

"Cure Costs" means:

- (a) the aggregate amount of any monetary defaults under a Restricted Agreement 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 an Assigned Contract or Aggregate Pit Agreement 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 Acquired Assets.

"Deposit" is defined in Subsection 3.3.

"Designated Permit" means a Permit issued to the JMB Vendor that is included in the Acquired Assets, but cannot be transferred to the Purchaser prior to Closing, which Permit the Purchaser elects by written notice to the JMB Vendor and the Monitor that the JMB Vendor will continue to be the holder thereof in trust for and on behalf of the Purchaser.

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

"Edmonton Lease" means the lease dated May 31, 2019 between 9046-22 Ave Inc. as landlord and the JMB Vendor 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 Equipment" means a 2019 Ford F-15- XLT 4x4 SuperCrew Cab Styleside 6.5, Unit 239DGD, VIN 1FTFW1E52KFC66669.

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

"Excluded Aggregate Pits" means the Aggregate pits and associated property and assets identified on **Schedule F** under the heading "Excluded Aggregate Pits".

"Excluded Assets" means (a) the Fiera Disposed Equipment, (b) the Fiera Eastside Equipment, (c) the Other Secured Party Equipment, (d) the Edmonton Lease, (e) the Excluded Inventory, (f) debts or accounts receivable owing to a Vendor, (g) the Excluded Aggregate Pits, and (h) the Excluded Books and Records.

"Excluded Books and Records" means all Information maintained relating to or in connection with the Excluded Assets or Excluded Liabilities together with personal information relating to Employees who are not Transferred Employees.

"Excluded Inventory" means (a) 10,201.82 tonnes of extracted but unprocessed Aggregate currently located on the JMB Yard which according to the records of the JMB Vendor was transferred from another property; (b) is 4,415 tonnes of Aggregate categorized as 14 mm pea gravel and 7,500 tonnes of processed Aggregate located on the Lands subject to the Royalty Agreement identified on Schedule E as the Shankowski Agreement, to the extent that such Aggregate is not owned by the JMB Vendor; and (c) the Aggregate referred to on **Schedule F** under the heading "Other Excluded Aggregate".

"Excluded Liabilities" is defined in Section 2.3.

"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 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 the JMB Vendor 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 the JMB Vendor under the Fiera Loan Agreements.

"Fiera Loan Agreements" means, collectively, the loan agreement effective October, 2019 between the JMB Vendor as borrower, Eastside and the 216 Vendor as guarantors, and Fund VI as lender and the amended and restated loan agreement effective December 14, 2018 between the JMB Vendor 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 the recitals.

"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.

"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 Agreement" is defined in **Schedule C**.

"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.

"Interim Period" is defined in Section 4.5(a).

AD

"JMB Real Property" means the lands and premises owned by the JMB Vendor 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.

"JMB Vendor" means JMB Crushing Systems Inc.

"Lafarge" is defined in **Schedule C**.

"Lands" means (a) the lands and premises legally described in **Schedule B**, insofar as rights pertaining to those lands and premises are granted pursuant to the Aggregate Pit Agreements, or are the JMB Real Property, and (b) all plants, buildings, structures, erections, improvements, fixtures and appurtenances situated on or forming part of the Bonnyville Premises.

"Letter of Intent" means the Qualified LOI dated June 19, 2020 provided by CARC to the Monitor and the Sales Agent in accordance with the SISF.

"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.

"Losses" means all losses, costs, claims, damages, expenses and liabilities which a Person suffers, sustains, pays or incurs, including reasonable legal fees on a solicitor and his own client basis but notwithstanding the foregoing shall not include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities, but shall include any liability for indirect or consequential damages including business loss, loss of profit, economic loss, punitive damages or income tax liabilities suffered, sustained, paid or incurred by a Third Party entitled to recovery or indemnification from a Person.

"Miscellaneous Assets" means, collectively, (a) the goodwill of the Vendors, (b) 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, (c) all rights, claims or causes of action by or in the right of a Vendor against any Person other than debts or accounts receivable owing to a Vendor, and (d) any other property or assets as may be expressly agreed between the Purchaser and the Vendors in writing prior to the Closing.

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

"Monitor" means FTI Consulting Canada Inc. in its capacity as the Court appointed monitor of the Vendors.

"Notice" is defined in Section 11.13.

"Orders" means orders of the Court or any appellate or review court therefrom in the CCAA Proceedings.

"Other Secured Party" means a Person other than ATB or Fiera that holds a Security Interest attaching to Other Secured Party Equipment which ranks in priority to any other Security Interest attaching to such Other Secured Party Equipment.

"Other Secured Party Equipment" means personal property listed on **Schedule F** under the heading "Other Secured Party Equipment".

"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 Alberta Environment and Parks under Alberta's Code of Practice for Pits.

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

"Phase 2" is defined in the SISP.

"Plan" is defined in Section 4.3(b)(i).

"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 Allocation" is defined in Section 3.2.

"Purchaser" is defined in the recitals.

"Qualified Bidder" is defined in the SISP.

"Qualified LOI" is defined in the SISP.

"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.

ADD

"Remaining JMB Assets" means Excluded Assets other than (a) the Fiera Disposed Equipment, (b) the Fiera Eastside Equipment, and (c) the Edmonton Lease.

"Remaining JMB Liabilities" means any Liabilities of the JMB Vendor other than the Assumed Liabilities.

"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.

"Restricted Agreement" means an Assigned Contract or Aggregate Pit Agreement 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.

"Reverse Vesting Order" is defined in Section 4.3(a)(ii).

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

"Royalty Agreement" means a Contract consisting of a royalty agreement between a Third Party and a Vendor under which, *inter alia*, such Third Party grants to such Vendor, 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" means Sequeira Partners in its capacity as the sales advisor of the Vendors.

"Sanction Order" is defined in Section 4.3(b)(ii)(A).

"SAVO" is defined in Section 4.3(a)(i).

"Sale Proposal" is defined in the SISP.

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

"Secured Creditor" means the holder of a Security Interest.

"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 Agreement" is defined in **Schedule C**.

"Shankowski Bond" is defined in **Schedule D**.

"SISP" is defined in the recitals.

AD

"SML 080085", "SML 100085", "SML 110025", "SML 110026", "SML 110045", "SML 110046", "SML 120006", "SML 120100", "SML 110047" and "SML 120005" are defined in Schedule D.

"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.

"Successful Bidder" is defined in the SISP.

"Surface Material Lease" means a Contract consisting of a surface material lease granted by a Governmental Authority referred to therein in favour of a Vendor which provides, *inter alia*, in exchange for the payment specified therein, the grant to such Vendor of rights to enter the lands legally identified therein for the purpose of the extraction of Aggregate 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.

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

"Transactions" means the Sale Transaction, the assignments and transfers of the Remaining JMB Assets and Remaining JMB Liabilities pursuant to the Reverse Vesting Order, and the transactions and steps contemplated by the Plan, and "Transaction" means any one of them.

"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 4.4.

"Unrestricted Agreement" means an Assigned Contract or Aggregate Pit Agreement that is not a Restricted Agreement.

"Vendor" and "Vendors" is defined in the recitals.

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 Allocation
Schedule B	-	Lands
Schedule C	-	Aggregate Pit Agreements
Schedule D	-	Assigned Contracts
Schedule E	-	Fiera Equipment
Schedule F	-	Excluded Equipment
Schedule G	-	Permitted Encumbrances
Schedule H	-	Acquired Tranche B Inventory

**ARTICLE 2
PURCHASE AND SALE**

2.1 **Purchase and Sale of Acquired Assets**

- (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 will sell, transfer, convey, assign and deliver to the Purchaser, and the Purchaser will purchase, acquire and assume from the Vendors, free and clear of all Claims and Liens other than Permitted Encumbrances, all of the Vendors' respective right, title, benefit, estate and interest in and to the following (collectively, the "**Acquired Assets**"):
 - (i) the Business;
 - (ii) the Aggregate Pit Agreements and the rights to Lands and to Aggregate Reserves in an under the Lands granted thereby;
 - (iii) the JMB Real Property and the rights to the Aggregate Reserves in and under the JMB Real Property;

- (iv) the Acquired Inventory;
- (v) the Acquired Equipment;
- (vi) the Assigned Contracts;
- (vii) the Atlas Shares;
- (viii) any Permits held by a Vendor relating to the Aggregate Pits, the Lands or the operations of a Vendor thereon;
- (ix) the Books and Records; and
- (x) the Miscellaneous Assets,

provided however that the Acquired Assets shall not include the Excluded Assets.

- (b) Following Closing, the Purchaser shall take possession of the Excluded Books and Records and hold them for and on behalf of, and grant full access to, (i) the Vendors, (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) This Agreement shall be completed on the Closing Date, subject to the terms and conditions contained herein.
- (d) Notwithstanding anything in this Agreement, the Vendors shall retain their respective right, title and interest in and to, and the Purchaser shall have no rights in or Liabilities with respect to the right, title, benefit, estate and interest in and to the Excluded Assets.

2.2 Assumed Liabilities

Upon the satisfaction or waiver of the conditions in Sections 5.1 and 5.3, effective on the Closing, the Purchaser shall:

- (a) pay the Cure Costs in accordance with the 11.3 Order;
- (b) have assumed the Fiera Assumed Debt and the Fiera Loan and Security Documents pursuant to the Plan and subject to the provisions of the Fiera Exit Loan Agreement;
- (c) have assumed the ATB Assumed Debt and the ATB Loan and Security Documents pursuant to the Plan and subject to the provisions of the ATB Agreement;
- (d) be liable for any Liabilities of a Vendor under the Assigned Contracts (other than the Fiera Loan and Security Documents and the ATB Loan and Security Documents and deemed to have been assumed pursuant to Sections 2.2(b) and 2.2(c) respectively) and the Aggregate Pit Agreements accruing or arising subsequent to the Adjustment Time;

- (e) be liable for any Liabilities with respect to Transferred Employees accruing or arising subsequent to the Adjustment Time; and
- (f) be liable for any Liabilities arising with respect to the Acquired Assets subsequent to the Adjustment Time,

(such Liabilities paid, assumed, deemed to be assumed or for which the Purchaser is liable being, collectively, the "**Assumed Liabilities**").

2.3 Excluded Liabilities

Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, the Purchaser shall not assume, be obligated to assume or be obligated to pay, perform or otherwise discharge any other Liabilities of the Vendors (the "**Excluded Liabilities**").

2.4 Binding Agreement

Upon the satisfaction of the condition set out in Section 5.1(a), this Agreement shall be and constitute a binding agreement of purchase and sale for the Acquired Assets 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.

2.5 Acknowledgement of the Purchaser as Condition of Acquired Assets

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

- (a) on Closing, title to the Acquired Assets shall be subject to the Permitted Encumbrances;
- (b) in entering into this Agreement, the Purchaser has had an opportunity to conduct any and all due diligence regarding the Acquired Assets, the Assumed Liabilities, the Business and the Vendors, it has relied and will continue to rely solely upon its own independent review, investigations and inspection of any documents, Contracts, Material Contracts, the Business, the Assumed Liabilities and the Acquired Assets, including, without limitation, the physical and environmental condition of the Acquired Assets and its review of the Data Room Information;
- (c) the Acquired Assets are being purchased and assumed by the Purchaser on an "as is, where is" basis as of the Closing Date;
- (d) 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 Business, the Acquired Assets, the Assumed Liabilities or the Vendors, or the accuracy or completeness of any information provided in connection therewith;
- (e) 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 Sales Advisor and their Representatives or in respect of the Acquired Assets, the Assumed Liabilities, the 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);

- (f) subject to Section 3.6, the Vendors shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Acquired Assets, the Assumed Liabilities or the Transactions, or the condition thereof;
- (g) the Sale Advisor and the Monitor shall have no obligations or responsibility to the Purchaser with respect to any matter relating to the Acquired Assets, the Assumed Liabilities, or the Transactions, or the condition thereof; and
- (h) this Section 2.5 shall survive and not merge on Closing.

ARTICLE 3 PURCHASE PRICE AND PAYMENT

3.1 Purchase Price

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] (\$ [REDACTED]) plus the Cure Costs (the "Purchase Price"), together with any taxes payable under Section 3.5.

3.2 Allocation of Purchase Price

The Parties agree the Purchase Price shall be allocated amongst the Acquired Assets and between the Vendors in the manner set forth in **Schedule A**, subject 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 Acquired Tranche B Inventory (the "**Purchase Price Allocation**"). Where the Purchase Price 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 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

The Vendors acknowledge that CARC advanced to the JMB Vendor as a protective disbursement immediately prior to the commencement of the CCAA Proceedings the sum of [REDACTED] (\$ [REDACTED]) (the "**CARC Advance**") and that pursuant to the Initial Order, the JMB Vendor 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 the Cure Costs in accordance with the 11.3 Order;
- (c) by the assumption of the ATB Assumed Debt and the Fiera Assumed Debt pursuant to the 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 Acquired Tranche A Inventory;
- (e) by the assumption of the Assumed Liabilities other than the ATB Assumed Debt and Fiera Assumed Debt; and
- (f) 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.

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 Purchaser 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) The JMB Vendor 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 without incurring GST. The Purchaser will duly file the election with the appropriate Governmental Authority within the time permitted under the ETA.
- (c) The 216 Vendor and Purchaser acknowledge and agree that the Acquired Assets to be purchased by the Purchaser are deemed not to be a supply under section 162 of the ETA, and therefore not subject to GST at Closing.

- (d) The Purchaser will give written notice to the Vendors of its GST Registration Number not less than five (5) days prior to Closing.
- (e) 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.
- (f) 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 the filing of 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 Acquired 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, 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. The Vendor shall pay all Adjustment Items on a timely basis 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 the Vendors, 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, the Vendors (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. 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 4.6, from the date hereof until Closing the Vendors shall operate and maintain the Acquired 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 Acquired 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 pursuant to the SISF.

4.2 Title to Acquired Assets

The Purchaser acknowledges and agrees that title to the Acquired Assets will be subject to the Permitted Encumbrances and the Purchaser agrees to accept title to the Acquired Assets subject to the Permitted Encumbrances. Any Lien registered against title to an Acquired Asset that is not a Permitted Encumbrance shall be discharged pursuant to the SAVO by the Vendors at their sole expense, or arrangements satisfactory to the Purchaser acting reasonably, shall have been made in respect of the discharge thereof as soon as practicable following Closing.

4.3 Court Orders to Implement the Transactions

- (a) Promptly following the execution of this Agreement, the Monitor, with the support and assistance of the Vendors and the Purchaser, shall apply to the Court, on notice in accordance with the Caselines Order to any Persons on the Service List, any Person that holds or claims a Lien in or attaching to any of the Acquired 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:

- (i) an Order (the "**SAVO**"), *inter alia*:
 - (A) authorizing and approving this Agreement and the Sale Transaction; and
 - (B) vesting in the Purchaser all of the right, title and interest of the Vendors in the Acquired Assets other than Designated Permits, and all of the beneficial right, title and interest of the JMB Vendor in any Designated Permits, in each case free and clear of all claims and Liens other than Permitted Encumbrances;
- (ii) an Order (the "**Reverse Vesting Order**"), *inter alia*, vesting:
 - (A) in the 216 Vendor all of the right, title and interest of the JMB Vendor in the Remaining JMB Assets and Remaining JMB Liabilities; and
 - (B) in Eastside all of the right, title and interest of the JMB Vendor in the Fiera Eastside Equipment,

with the effect that:

- (1) the JMB Vendor shall have no further obligations or liabilities under or in respect of the Remaining JMB 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 Plan;
 - (2) the JMB Vendor shall have no further right, title or interest in the Remaining JMB Assets;
 - (3) the 216 Vendor shall have all the right, title and interest of the JMB Vendor in and to the Remaining JMB Assets and the 216 Vendor shall be liable to the creditors of the JMB Vendor for the Remaining JMB Liabilities; and
 - (4) Eastside shall have all of the right, title and interest of the JMB Vendor in and to the Fiera Eastside Equipment; and
- (iii) an Order directing the Other Secured Parties to take possession or control of the Other Secured Party Equipment within a reasonable period of time following such Order being made and requiring that the Other Secured Parties, following their taking possession or control of the Other Secured Party Equipment, to dispose of the Other Secured Party Equipment in accordance with Applicable Law and to account to 216, the Monitor and Fiera in respect of the proceeds thereof.



(b) Promptly following the execution of this Agreement, the JMB Vendor and the Purchaser shall:

(i) file a plan of arrangement jointly under the CCAA and the *Business Corporations Act* of the British Columbia (the "**Plan**") which provides, *inter alia*, as follows:

(A) all issued and outstanding equity securities in the JMB Vendor, other than the Class A JMB Shares, 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;

(C) 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:

(1) that portion of the ATB Assumed Debt relating to the Acquired 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 Acquired 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 Acquired Tranche B Inventory and the proceeds thereof; and

(2) that portion of the ATB Assumed Debt relating to 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 the JMB Vendor shall continue to be liable for the Remaining ATB Debt in the manner and to the extent provided for in the Plan and the 216 Vendor shall be liable for the Remaining ATB Debt in accordance with the Reverse Vesting Order;

(D) 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 Acquired Assets and other property and assets of the Purchaser, on the terms set out in the Fiera Exit Loan Agreement, provided that the JMB Vendor shall continue to be liable for the

Remaining Fiera Debt in the manner and to the extent provided for in the Plan and the 216 Vendor shall be liable for the Remaining Fiera Debt in accordance with the Reverse Vesting Order; and

- (E) providing that the JMB Vendor holds all Permits of the JMB Vendor in trust for and on behalf of the Purchaser; and
- (ii) apply to the Court, on notice in accordance with the Caselines Order to any Persons on the Service List, any Person that holds or claims a Lien in or attaching to or against any of the Acquired Assets or any other property or assets of a Vendor, 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 JMB Vendor and the Monitor, acting reasonably:
 - (A) an Order (the "**Sanction Order**") sanctioning the Plan;
 - (B) an Order (the "**11.3 Order**") assigning the rights and obligations of the Vendors under the Restricted Agreements to the Purchaser under section 11.3 of the CCAA, subject to the payment of applicable Cure Costs by the Purchaser, and declaring that the transfer and vesting of the Unrestricted Agreements in the Purchaser is free and clear of any monetary claims of the counterparties to such Unrestricted Agreements; and
 - (C) such other Orders as reasonably required by the Purchaser in support of the foregoing.

4.4 **Employment Matters**

- (a) Prior to, but contingent on the occurrence of Closing, the Purchaser shall extend an offer of employment to those Employees of the JMB Vendor 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.

4.5 Permits, Assigned Contracts and Aggregate Pit Agreements

- (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 Sale Transaction including:
- (i) any Consents required of applicable Governmental Authorities for the transfer or assignment of Permits to the Purchaser or the reissuance of Permits in favour of the Purchaser; and
 - (ii) any Consents required of applicable Governmental Authorities or Counterparties for the transfer or assignment of Aggregate Pit Agreements and 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 or Governmental Authority 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 Monitor shall in the application to the Court for the 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 SAVO has assigned such Restricted Agreement to the Purchaser pursuant to section 11.3 of the CCAA.

4.6 Interim Lease in favour of Purchaser

During the Interim Period, at the request of the Purchaser, the Vendors shall enter into an interim lease agreement on terms and subject to conditions satisfactory to the Purchaser, the Vendors and the Monitor, acting reasonably, under which the Purchaser shall lease from the applicable Vendor or Vendors one or more Aggregate Pits, terminating on the Closing Date, pursuant to which the Purchaser may:

- (a) enter upon and clear, strip, extract and process Aggregate from such Aggregate Pits;
- (b) sell or enter into agreements to sell such Aggregate on terms acceptable to the Vendors and the Monitor;
- (c) sell or enter into agreements to sell any Aggregate that is included in the inventory of the Vendors as of the date of this Agreement on terms acceptable to the Vendors, the Monitor and ATB; and

- (d) place truck scales and scale houses within such Aggregate Pits,

provided that any such operations, extractions, processing or sales shall be entirely at the risk of the Purchaser and the Purchaser shall indemnify each Vendor and its Representatives against all Losses which such Vendor or its Representatives may suffer or incur as a result of such operations, extractions, processing or sales insofar as such Losses are not a direct result of the gross negligence or wilful misconduct of such Vendor or its Representatives and in the event that the Sale Transaction does not Close on the Closing Date, the Purchaser shall pay to the Monitor the net proceeds realized by the Purchaser in such operations, extractions, processing or sales and any GST payable thereon. On Closing, the Purchaser shall be entitled to all revenues and bear all costs incurred from such operations, extractions, processing or sales, and have ownership of any Aggregate extracted by the Purchaser during the Interim Period that remains unsold as at Closing, without any adjustment to the Purchase Price.

ARTICLE 5 CLOSING CONDITIONS

5.1 Conditions for the Mutual Benefit of the Parties

The obligation of the Parties to complete the Sale Transaction is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Purchaser shall have been selected as the Successful Bidder in respect of the Acquired Assets and the Vendors shall have duly executed and delivered this Agreement;
- (b) the Court shall have issued the SAVO and there shall not have been any appeal of, or application to set aside, vary or amend, the SAVO which has not been abandoned or dismissed; and
- (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 Sale Transaction, which restrains, impedes or prohibits the Sale Transaction or any material part thereof or requires or purports to require a material variation thereof.

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. 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 sale of the Acquired Assets pursuant to this Agreement 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 the balance of the Purchase Price 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 change of ownership of the Acquired Assets contemplated as part of the Sale Transaction and the SAVO.

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 purchase of the Acquired Assets pursuant to this Agreement is subject to the satisfaction or waiver on or before Closing of the following conditions precedent:

- (a) the Court shall have issued the Sanction Order, the Reverse Vesting Order and the 11.3 Order, which Orders shall be in form and substance satisfactory to the Parties, acting reasonably, and there shall not have been any appeal of, or application to set aside, vary or amend, the Sanction Order, the Reverse Vesting Order or the 11.3 Order which has not been abandoned or dismissed;
- (b) 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 transactions contemplated by the Sanction Order, the Reverse Vesting Order or the 11.3 Order, which restrains, impedes or prohibits such transaction or any material part thereof or requires or purports to require a material variation thereof;
- (c) 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;

- (d) the Unrestricted Agreements shall have been vested in the Purchaser pursuant to the SAVO free and clear of any Liabilities accrued as of the Filing Date owing to the Counterparties to such Unrestricted Agreements and Aggregate Pit Contracts;
- (e) the representations and warranties of the Vendors set out in Section 7.1 shall be true and accurate in all material respects;
- (f) by no later than one (1) Business Day prior to Closing, the JMB Vendor shall have terminated all Employees other than the Transferred Employees;
- (g) the JMB Vendor shall have disclaimed the Edmonton Lease in accordance with section 32 of the CCAA;
- (h) the Purchaser and Fiera shall have entered into the Fiera Exit Loan Agreement on terms satisfactory to the Purchaser and Fiera;
- (i) the Purchaser and ATB shall have entered into the ATB Agreement on terms satisfactory to the Purchaser and ATB;
- (j) the Purchaser, ATB, Fiera and certain other Persons shall have entered into the Cooperation Agreement on terms satisfactory to such Persons; and
- (k) 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 change of ownership of the Acquired Assets contemplated as part of the Sale Transaction and the SAVO and to permit the Business to be carried on by the Purchaser.

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) a copy of the issued SAVO, Reverse Vesting Order, 11.3 Order and Sanction Order;
- (b) a copy of the Plan as filed with the applicable Governmental Authority;
- (c) the GST election forms prescribed under subsection 167(1) of the ETA;
- (d) the ATB Agreement;
- (e) the Specific Conveyances; and
- (f) any and all such other documentation, execution pages, instruments, records, applications and filings required pursuant to the SAVO, this Agreement, the Reverse Vesting Order, the Sanction Order or the ATB Agreement or that the Vendors and Purchaser determine, acting reasonably, are necessary or desirable in order to assign, transfer and convey any of the Acquired Assets to the Purchaser (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, fees, and GST;
- (b) the GST election forms prescribed under subsection 167(1) of the ETA;
- (c) the ATB Agreement;
- (d) the Cooperation Agreement;
- (e) the Specific Conveyances; and
- (f) 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 SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order 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 Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;

- (c) provided the SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order 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* (Canada) 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 Acquired Assets, the Assumed Liabilities or in relation to the 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 Vendor or any of its Representatives in connection with the Acquired Assets, the Assumed Liabilities or the Transactions;
- (b) the quality, condition, fitness, suitability, serviceability, or merchantability of any of the Acquired Assets; or,
- (b) the right, title, estate or interest of a Vendor in and to the Acquired 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

Acquired Assets are located or as otherwise required in connection with the 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 Transactions and to perform its obligations hereunder and the other documents and agreements executed and delivered hereunder;
- (c) provided the SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order 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 SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order are obtained, no authorization or approval or other action by, and no notice to or filing with, any Government Authority exercising jurisdiction over the Acquired Assets is required by it or on its behalf for the due execution and delivery of this Agreement;
- (e) provided the SAVO, Reverse Vesting Order, the 11.3 Order and Sanction Order are obtained, the consummation of the 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 Transactions;
- (g) it has sufficient funds available to it to enable it to pay in full the Purchase Price to the Vendors as herein provided and otherwise to fully perform its obligations under this Agreement;
- (h) the Person or Persons who at Closing purchase the beneficial interests in the Acquired Assets will be registrants for the purposes of Part IX of the *Excise Tax Act* (Canada); and
- (i) the Purchaser is and will be on Closing a "Canadian" within the meaning of the *Investment Canada Act*.

**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 October 2, 2020.

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:

- (a) subject to Section 9.2, all information regarding the terms of this Agreement and the Purchase Price; and
- (b) any information exchanged or received in connection with:
 - (i) 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
 - (ii) negotiation or drafting of this Agreement;

provided that the Vendors shall be entitled to disclose all information as may be required or desirable in connection with obtaining the SAVO, Reverse Vesting Order, 11.3 Order and Sanction Order, 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 Transactions insofar as is required by Applicable Law (including as may be required to obtain the SAVO, the Reverse Vesting Order, the 11.3 Order or the Sanction Order) 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 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 Transactions required from Governmental Authorities (including the SAVO, the Reverse Vesting Order or the Sanction Order) 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 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 Acquired 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 Acquired Assets or any portion of the Acquired 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 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 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 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

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 Plan, the SAVO, the Reverse Vesting Order or the 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

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**SCHEDULE A
PURCHASE PRICE ALLOCATION**

(as of September 28, 2020 and subject to Sections 3.2, 3.4 and 3.5)

Allocation of Purchase Price

JMB Vendor	Amount
(a) Acquired Tranche A Inventory	\$ [REDACTED]
(b) Acquired Tranche B Inventory	\$ [REDACTED]
(c) Assigned Contracts	\$ [REDACTED]
(d) Fiera Equipment	\$ [REDACTED]
<u>Aggregate Pit Agreements</u>	
Value of Aggregate Pit Agreements	\$ [REDACTED]
Plus Cure Costs thereon	
(f) JMB Real Property	\$ [REDACTED]
(g) Atlas Shares	\$ [REDACTED]
(h) Acquired Equipment, Permits, Books and Records, Miscellaneous Assets	[REDACTED]
<hr/>	
216 Vendor	
(a) <u>Aggregate Pit Agreements</u>	
Value of Aggregate Pit Agreements	\$ [REDACTED]
Plus Cure Costs thereon	
<hr/>	
Purchase Price (excluding Cure Costs)	\$ [REDACTED]

Payment of Purchase Price

Fiera Assumed Debt	\$ [REDACTED]
ATB Assumed Debt	\$ [REDACTED]
Cure Costs	
<u>Cash portion of Purchase Price:</u>	
Inventory	\$ [REDACTED]
Cash	\$ [REDACTED]
CARC Advance / Deposit	\$ [REDACTED]

AD

**SCHEDULE B
LANDS**

Aggregate Plot Name or Other Reference	Legal Description	Municipality	Agreement Governing Land Interests	Crown or Freehold
JLG 7	SE-15-61-18 W4M and NE-15-61-18 W4M	Smoky Lake	SML 110045	Crown
JLG 6	SE-11-61-18 W4M	Smoky Lake	SML 110026	Crown
JLG 8	NE-15-61-18 W4M and NW-15-61-18 W4M	Smoky Lake	SML 110046	Crown
JLG 5	NE-11-61-18 W4M	Smoky Lake	SML 110025	Crown
JLG 12	SE-21-61-18 W4M	Smoky Lake	SML 120100	Crown
JLG 4	NE-12-63-19 W4M and NW-12-63-19 W4M	Thorhild	SML 100085	Crown
JLG 3	NW-12-63-19 W4M and SW-13-63-19 W4M	Thorhild	SML 080085	Crown
JLG 11	NW-14-61-18 W4M	Smoky Lake	SML 120006	Crown
JLG 9	SE-15-61-18 W4M, SW-15-61-18 W4M, and NW-15-61-18 W4M	Smoky Lake	SML 110047	Crown
JLG 10	SW-14-61-18 W4M and NW-14-61-18 W4M	Smoky Lake	SML 120005	Crown
Shankowski	SW 21-56-7-W4	Bonnyville / Cold Lake	Shankowski Royalty Agreement	Freehold
Oberg	SE-5-62-7-W4	Bonnyville / Cold Lake	Oberg Royalty Agreement	Freehold
Buksa	NE-24-56-7-W4	Bonnyville / Cold Lake	Buksa Royalty Agreement	Freehold
Moose River	SW-35-61-7-W4M	Bonnyville / Cold Lake	Moose River Royalty Agreement (SML 100043)	Crown
Andrychuk	SW 15-57-14-W4	Bonnyville / Cold Lake	Andrychuk Royalty Agreement	Freehold
Havener	NW 16-56-7-W4	Elk Point	Havener Royalty Agreement	Freehold
JMB Real Property	NE ¼ of 35-56-6-W4M	Bonnyville / Cold Lake	n/a	Freehold
Bonnyville Premises (JMB Yard)	NW 20-61-5-W4M	Bonnyville / Cold Lake	Bonnyville Lease	Leased Premises

**SCHEDULE C
AGGREGATE PIT AGREEMENTS**

1. Surface Material Leases

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

2. Royalty Agreements

- (a) Buksa Royalty Agreement made as of December 31, 2018 (the "**Buksa Agreement**") between the JMB Vendor and 302016 Alberta Limited, care of Rose Short, in respect of an Aggregate Pit located at NE-24-56-7-W4.
- (b) Moose River Royalty Agreement made as of June 28, 2019 between the JMB Vendor and Lafarge Canada Inc. ("**Lafarge**") in respect of an Aggregate Pit for which Lafarge had a surface material lease numbered 100043 located at SW-35-61-7-W4M and having 18.46 acres.
- (c) Oberg Royalty Agreement made as of June 28, 2019 between the JMB Vendor and Lafarge in respect of an Aggregate Pit for which Lafarge had registration

number 15215-01-01 located on lands described as SE-5-62-7-W4 and having 159.88 acres.

- (d) Shankowski Royalty Agreement made as of October 29, 2018 (the "**Shankowski Agreement**") between the JMB Vendor and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4.
- (e) Andrychuk Royalty Agreement February 26, 2020 between Darren Andrychuk & Daphne Andrychuk and the JMB Vendor in respect of an Aggregate Pit located at SW 15-57-14-W4.
- (f) Havener Royalty Agreement November 8, 2018 (the "**Havener Agreement**") between Helen Havener, Gail Havener and the JMB Vendor in respect of an Aggregate Pit located at NW 16-56-7-W4M.



**SCHEDULE D
ASSIGNED CONTRACTS**

1. Customer Agreements

- (a) Supply Agreement entered into November 1, 2013 between the Municipal District of Bonnyville No. 87 and the JMB Vendor, 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; and
- (b) Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and the JMB Vendor.

2. Other Contracts

- (a) Fiera Loan Agreements and Fiera Loan and Security Documents;
- (b) ATB Loan and Security Documents;
- (c) Bonnyville Lease;
- (d) Northbridge bond in the amount of \$ [REDACTED] issued in connection with the Buksa Agreement (the "**Buksa Bond**"), the Northbridge bond in the amount of \$ [REDACTED] issued in connection with the Shankowski Agreement (the "**Shankowski Bond**"), and the Northbridge bond in the amount of \$ [REDACTED] issued in connection with the Havener Agreement (the "**Havener Bond**") and the agreements with Northbridge pursuant to which the Buksa Bond, the Shankowski Bond the Havener Bond were issued;
- (e) Commitment Letter dated January 8, 2018 between Canadian Western Bank and the 216 Vendor, 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:
 - (i) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 080085;
 - (ii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 100085;
 - (iii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110025;
 - (iv) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110026;
 - (v) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110045;
 - (vi) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110046;

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- (vii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 120006; the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 120100;
- (viii) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 110047; and
- (ix) the letter of credit in the amount of \$ [REDACTED] issued in connection with SML 120005;
- (f) Contracts granting a licence or other right to use the Axon software, the ISNetwork software and the software provided by ComplyWorks Ltd.;
- (g) Master Equity Lease Agreement dated August 27, 2019 in respect of Open-End (Equity) Lease Schedule between the JMB Vendor and Enterprise Fleet Management, relating to the Enterprise Equipment;
- (h) Contracts with municipal Governmental Authorities and other Persons relating to the Aggregate Pits or their operation, including the Development Agreement dated May 28, 2019 between Smoky Lake County and the JMB Vendor;
- (i) the CAPLA Mater Road Use Agreement (File # R 01526) dated May 7, 2020 between Paramount Resources Ltd. and the 216 Vendor.

**SCHEDULE E
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	CAT0246CJJAY07005
2012	Caterpillar	246C	Skid Steer Loader	CAT0246CVJAY08691
2013	Volvo	L220G	Articulated Wheel Loader	VCCEL220GC00012444
2013	Volvo	L220G	Articulated Wheel Loader	VCCEL220GA00012852
2009	Volvo	L220F	Articulated Wheel Loader	VCCEL220FP00006937
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
2008	Caterpillar	APS800	800 kw Diesel Generator	5EF2GC3008B772456
	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
2014	Global	6GSTAP	6" Trash Pump	1496808
1980	Midland		48' Tandem Axle Van Trailer	2ATD10186AM110007

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
1979	Fruehauf	FP9F1271	28' Single Axle Van Trailer	DXV180718
1999	Manac	Super B	Tri-Axle Tool Van Trailer	2M5931033X1062925
1997	Great Dane	7911TJW-53	53' Tandem Axle Control Van Trailer	1GRAA0625VB117102
2004	Detroit Diesel	Series 60	Diesel Generator	6R753345
2013	MTU Onsite Energy	DP550D65-AH1484	550 kw Diesel Generator	366258101013
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
2004	Elrus	36X60FT-PC	36" x 60' Portable Belt Conveyor	M3446ER04PC
1999	Elrus	2434	36" x 125' Portable Telescopic Radial Stacking Belt Conveyor	ER99PC1524
	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
2011	Clemro Industries, Ltd.	7X20-3D	7' x 20' Portable Screen Plant	1681-4600
2006	Fabtec		6' x 20' Portable Screen Plant	P620332506
2004	Elrus	6X20-3D SC	6' x 20' Portable Screen Plant	M3499ER04SP
2002	Elrus	M2943 2236	Portable Jaw Crusher	M2943ER02JP
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	F150 XLT	Supercrew Pickup Truck	1FTFW1EF0CFA97763
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEA94375

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2012	Ford	F350 Super Duty	Crew Cab Pickup Truck	1FT8W3B60CEB56034
2008	Kenworth	T800	Tandem Axle Dump Truck	1NKDL40X68J936318
2008	Kenworth	T800	Tandem Axle Dump Truck	1NKDL40X88J936319
2008	Peterbilt	367	Tri-Drive Conventional Tractor	1NPTX4EX48D737575
2009	Peterbilt	367	Tandem Axle Dump Truck	1NPTL40X19D778993
2009	Kenworth	T800	Tri-Drive Dump Truck	1XKDP40X49R941482
2009	Peterbilt	367	Tri-Drive Conventional Tractor	1XPTP40X79D789572
2007	International	4200 SBA	Single Axle Mechanics Truck	1HTMPAFM67H406957
2007	Western Star	4900SA	Tri-Drive Winch Tractor	5KKXAM0067PX64941
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
2013	Peterbilt	367	Tandem Axle Winch Tractor	1XPTD40X6DD197601
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	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

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2006	Doepker		Tri-Axle Scissor Neck Lowboy Trailer	2DESNSZ3161018845
2015	Arnes		Tri-Axle End Dump Trailer	2A9073731FA003598
2015	Arnes		Tri-Axle End Dump Trailer	2A9074131FA003583
2015	Arnes		Tri-Axle End Dump Trailer	2A9073730FA003575
2015	Arnes		Tri-Axle End Dump Trailer	2A9073732FA003576
2015	Arnes		Tri-Axle End Dump Trailer	2A9073738FA003596
2015	Arnes		Tri-Axle End Dump Trailer	2A907373XFA003597
2015	Arnes		Tri-Axle End Dump Trailer	2A9073733FA003599
1997	Roadmaster		Tri-Axle Trombone Step Deck Trailer	2T9DF513XV1011230
2013	Arnes		40 ton Tri-Axle Scissor Neck Lowboy Trailer	2A9125335DA003461
2013	Lode King	SDS53-3	40 ton Tri-Axle Scissor Neck Lowboy Trailer	2LDSD5331DS055478
2015	Arnes		50 ton Tri-Axle Lowboy Trailer	2A9105630FA003016
1980	Willcock		Single Axle Float Trailer	2ATA06238AM107038
1999	Manac		Tandem Axle Lube & Tool Van Trailer	2M5920884X1062932
2007	Dodge	Ram 3500HD	Quad Cab Pickup Truck	3D7MX48A27G781634
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
2006	Isuzu	20 kw	Diesel Generator	198196/X06D170482
	Volvo	360 kw	Diesel Generator	106V3257
2004	Elrus	H4800	Portable Cone Crusher	M3314ER04CC
2007	Peterbilt		379 Tandem Axle Winch Tractor	1NP5L40X77D742313

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**SCHEDULE F
EXCLUDED 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	

2. Fiera Disposed Equipment

Asset
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
WL015 - Skid steer - 2012 Caterpillar 246C
CC201 - Portable cone crusher - 2001 Svedala H-6000
TF001 - Dozer trap feeder - 1999 Red Deer Industries
2004 Elrus H4800 Portable Cone Crusher M3314ER04CC
2008 Kolberg-Pioneer 33-36150 SuperStacker 36" x 150' Portable Telescopic Radial Stacking Belt Conveyor 409329

3. Other Secured Party Equipment

Priority Secure Creditor	Year	Manu.	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

Priority Secure Creditor	Year	Manu.	Model	Size / Capacity / Asset Type	Serial # / VIN
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	VCCL220HL00002736
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	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

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Priority Secure Creditor	Year	Manu.	Model	Size / Capacity / Asset Type	Serial # / VIN
	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

4. Other Excluded Aggregate

Extracted Aggregate located at or around the following pits:

149949-00-00 - Megley
263318-00-00 - Okane
293051-00-00 - MacDonald
306490-00-00 - Kucy
Al's Contracting Pit (Quigley) SML020038
Carmacks Pit KM156 SH881
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
Stoney Valley SML 110069

AA

5. 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 referred to below, and any property or assets located thereon other than Excluded Aggregate:

Pit Registration or SML Number	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
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
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

ADD

Pit Registration or SML Number	Pit Name	Legal Description
		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
JMB Owned	Gagne Pit	SW quarter of Section 11, Township 57, Range 6, West of 4 th Meridian; PID 982 003 308 4; 6; 57; 11; SW, County of St. Paul No. 19

**SCHEDULE G
PERMITTED ENCUMBRANCES**

1. Subject to the SAVO, the terms and conditions of the Assigned Contracts and Aggregate Pit Agreements, 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 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 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 Acquired 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 Acquired Assets in any manner, including (a) any rights, obligations, or duties reserved to or vested in any Governmental Authority to control or regulate any Acquired Asset in any manner including to purchase, condemn, expropriate, or recapture any Acquired Asset, and (b) any requirements to obtain the consent or approval of, or to submit notices or filings with, or other actions by, Governmental Authorities in connection with the transfer of the Permits;
6. Statutory exceptions to title and the reservations, limitations and conditions in any grants or transfers from the Crown of any of the Acquired 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 Acquired 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 Interest in favour of ATB against the Acquired Tranche B Inventory and the JMB Real Property; and
10. Security Interests in favour of Fiera against the Acquired Assets.

**SCHEDULE H
ACQUIRED TRANCHE B INVENTORY**

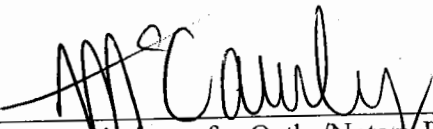
Category

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

Location	Product	Category	Volume (tonnes)
Buksa Pit Elk Point	Des 5 Class 10A	1	██████████
Buksa Pit Elk Point	Armour Rock	5	██████████
Havener Pit Elk Point	10mm Natural Fines	5	██████████
Havener Pit Elk Point	Des 5 Class 10A	1	██████████
Havener Pit Elk Point	Des 4 Class 20	4	██████████
Havener Pit Elk Point	Armour Rock	5	██████████
JMB Pit NW 35-56-6 W4M	Armour Rock	5	██████████
JMB Yard NW 20-61-5 W4M	Des 6 Class 80	6	██████████
JMB Yard NW 20-61-5 W4M	40mm rock	5	██████████
JMB Yard NW 20-61-5 W4M	Des 2 Class 20	2	██████████
JMB Yard NW 20-61-5 W4M	Des 2 Class 40	2	██████████
JMB Yard NW 20-61-5 W4M	Des 4 Class 20	4	██████████
JMB Yard NW 20-61-5 W4M	Des 2 Class 25	2	██████████
Shankowski Pit Elk Point	14mm Pea Gravel	5	██████████
Shankowski Pit Elk Point	Des 5 Class 10A	1	██████████
SML110045 JLG 7 - Smokey Lake	FA1 Unwashed screened	1	██████████
SML110045 JLG 7 - Smokey Lake	8mm screened winter sand	1	██████████
SML110045 JLG 7 - Smokey Lake	FA1 Washed screened	1	██████████
SML110045 JLG 7 - Smokey Lake	FA1 Concrete Course	1	██████████
SML110045 JLG 7 - Smokey Lake	Natural Washed Weeping Tile	2	██████████
SML110047 JLG 9 - Smokey Lake	Des 5 Class 10A	1	██████████
SML120005 JLG 10 - Smokey Lake	Des 4 Class 40	4	██████████
SML120005 JLG 10 - Smokey Lake	Des 5 Class 10A	1	██████████
SML120005 JLG 10 - Smokey Lake	Des 4 Class 20	4	██████████
SML120005 JLG 10 - Smokey Lake	Des 2 Class 20	2	██████████
SML120005 JLG 10 - Smokey Lake	Des 3 Class 12.5C	5	██████████
Total			██████████

AD

THIS IS EXHIBIT "D" REFERRED TO IN
THE AFFIDAVIT OF BLAKE M. ELYEA
SWORN BEFORE ME
THIS 4TH DAY OF DECEMBER, 2020


A Commissioner for Oaths/Notary Public
in and for the Province of British Columbia

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772



COURT FILE NO. 2001-05482

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

Clerk's Stamp

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. AND MANTLE MATERIALS
GROUP, LTD.

DOCUMENT **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/Alex Matthews**

Phone: 403.298.1938/403.298.1992/403.298.1018

Fax: 403.263.9193

File No.: A163514

PLAN OF ARRANGEMENT

WHEREAS:

- A. JMB Crushing Systems Inc. ("**JMB**") is a corporation incorporated under the *Business Corporations Act*, SBC 2002, c 57, as amended (the "**BC BCA**"). All of the Class A Common Shares in JMB are owned by Canadian Aggregate Resources Corporation ("**CARC**"), a corporation incorporated under the laws of the State of Delaware. All of the Class B Common Shares in JMB are owned by J Buck and Sons Inc. ("**JBAS**"). JMB owns all of the shares in 2161889 Alberta Ltd. ("**216**"), a corporation incorporated under the laws of Alberta, and in Eastside Rock Products Inc. ("**Eastside**"), a corporation incorporated under the laws of the State of Washington.
- B. 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, 216 and Eastside.
- C. 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.
- D. JMB and 216 commenced proceedings under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**") and obtained an initial order of the Court pronounced by the Honourable Madam Justice Eidsvik on May 1, 2020 (the "**Filing Date**") which, among other things, appointed the Monitor and stayed all proceedings against JMB and 216, which 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 (the "**Sale Advisor**") under the SISP.
- E. Mantle Materials Group, Ltd. ("**Mantle**"), formerly 1257568 B.C. Ltd., is a corporation incorporated under the BC BCA. 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.
- F. On July 20, 2020, Mantle submitted a Phase 2 Bid (as defined in the SISP) to the Sale Advisor and Monitor pursuant to which Mantle would purchase certain assets of JMB and 216 and would assume certain liabilities of JMB. The Monitor negotiated with Fiera and ATB in order to obtain their support for a transaction with Mantle and in the last week of August, 2020, and with Mantle to revise the Phase 2 Bid.
- G. With the consent of the Monitor and the concurrence of Fiera and ATB, Mantle, JMB and 216 then entered into an asset purchase agreement dated September 27, 2020 (the "**APA**").
- H. The purchase and sale transaction contemplated by the APA (the "**Purchase and Sale**

Transaction") is conditional upon JMB and Mantle submitting this joint plan of arrangement under the BC BCA and the CCAA (as amended, modified or supplemented from time to time, the "**Plan**") pursuant to which: (1) the Class B Common Shares owned by JBAS will be redeemed and cancelled without consideration and the class of Class B Common Shares, the class of Class C Common Shares and any class of other securities issued by JMB will be terminated; (2) the Class A Common Shares owned by CARC will be transferred to RLF Holdings; (3) Mantle shall assume the ATB Assumed Debt, the Fiera Assumed Debt and the Assumed Liabilities in partial payment of the Purchase Price; and (4) effective upon the occurrence of the Non-Recourse Event, ATB shall cease to have recourse against JMB for the Remaining ATB Debt and Fiera shall cease to have recourse against JMB for the Remaining Fiera Debt.

- I. The Monitor has requested that all Secured Creditors other than ATB and Fiera that have first ranking Security Interests in personal property of JMB take possession of and realize upon such personal property and account to JMB, the Monitor and Fiera in respect of the proceeds of sale thereof.
- J. The Monitor has determined that there will be insufficient proceeds arising from the sale of the assets of JMB and 216 pursuant to the APA, other sale transactions under the SISP, and any other anticipated sales, dispositions or collections during the CCAA to repay the Remaining ATB Debt or the Remaining Fiera Debt, and therefore that there will be no proceeds available to pay any of the ordinary unsecured Liabilities owing to unsecured creditors of JMB and 216 that was owing as of the Filing Date.

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

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- (a) "**11.3 Order**" is defined in the APA.
- (b) "**216**" is defined in Recital A.
- (c) "**Acquired 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 under and pursuant to the APA.
- (d) "**Acquired Tranche B Inventory**" is defined in the APA.
- (e) "**Acquisition Closing**" means the completion of the Purchase and Sale Transaction.
- (f) "**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 Acquired Assets.

- (g) **"Affected Creditor"** means any Secured Creditor that has a Lien attaching to some or all of the Acquired Assets that ranks in priority to any other Lien attaching to such Acquired Assets, including to the Security Interests in favour of ATB and Fiera.
- (h) **"Aggregate"** means aggregates including granular base course gravels, asphalt pavement aggregates, concrete and weeping tile rock, sand and other aggregates.
- (i) **"Aggregate Pit"** means a pit from which Aggregate is extracted and other infrastructure located on lands subject to an Aggregate Pit Agreement.
- (j) **"Aggregate Pit Agreement"** is defined in the Plan.
- (k) **"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"**.
- (l) **"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.
- (m) **"APA"** is defined in Recital G.
- (n) **"Assumed Liabilities"** means the Liabilities of JMB that Mantle assumes in partial payment of the purchase price for the Acquired Assets pursuant to section 2.2 of the APA.
- (o) **"ATB"** is defined in Recital B.
- (p) **"ATB Agreement"** means an agreement between ATB and Mantle with respect to the ATB Assumed Debt.
- (q) **"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.
- (r) **"ATB Indebtedness"** means any Liabilities which immediately prior to Acquisition Closing and Plan Implementation are owing by JMB to ATB.
- (s) **"ATB Security Documents"** means the agreements, indentures and other documents granted by JMB to ATB which create Security Interests in favour of ATB.
- (t) **"BC BCA"** is defined in Recital A.

- (u) "**Business**" means business carried on by JMB specifically utilizing the Acquired Assets including the operation of Aggregate Pits and the extraction and sale of Aggregates therefrom.
- (v) "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.
- (w) "**CARC**" is defined in Recital A.
- (x) "**CCAA**" is defined in Recital D.
- (y) "**CCAA Proceedings**" means the proceedings initiated by JMB and 216 with the Court pursuant to an originating application under the CCAA.
- (z) "**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.
- (aa) "**Class A Shareholder**" means a Person that legally or beneficially has any interest in any issued and outstanding Class A Common Shares.
- (bb) "**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.
- (cc) "**Class B Shareholder**" means a Person that legally or beneficially has any interest in any issued and outstanding Class B Common Shares.
- (dd) "**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.
- (ee) "**Class C Shareholder**" means a Person that legally or beneficially has any interest in any issued and outstanding Class C Common Shares.
- (ff) "**Court**" means the Alberta Court of Queen's Bench presiding over the CCAA Proceedings or any appeals court therefrom.
- (gg) "**Creditor**" means any Person to whom JMB owes, is liable for or is required to pay or perform Liabilities.
- (hh) "**Creditors' Meeting**" means a meeting of the Affected Creditors to be called and held for the purpose of considering and voting upon this Plan.
- (ii) "**Designated Permit**" means a Permit issued to JMB that is included in the Acquired Assets, but cannot be transferred to Mantle prior to the Plan Implementation, which Permit Mantle elects by written notice to JMB and the Monitor that JMB will continue to have an interest in such Permit notwithstanding the SAVO.
- (jj) "**Eastside**" is defined in Recital A.

- (kk) **"Effective Time"** means the effective time at which Plan Implementation occurs on the Plan Implementation Date or such other time on such date as the Vendors, Mantle and the Monitor agree.
- (ll) **"Existing Shareholders"** means the Class A Shareholders, the Class B Shareholders, the Class C Shareholders, and the Other Security Holders, and **"Existing Shareholder"** means any one of them.
- (mm) **"Existing Shares"** means the Class A Common Shares, the Class B Common Shares, the Class C Shareholders, and Other Securities, if any, and **"Existing Share"** means any one of them.
- (nn) **"Fiera"** is defined in Recital B.
- (oo) **"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.
- (pp) **"Fiera Exit Loan Agreement"** means a loan agreement between Fiera and Mantle in respect of the Fiera Assumed Debt.
- (qq) **"Fiera Indebtedness"** means any Liabilities which immediately prior to the Acquisition Closing or Plan Implementation are owing by JMB to Fiera.
- (rr) **"Fiera Security Documents"** means the agreements, indentures and other documents granted by JMB to Fiera which create Security Interests in favour of Fiera.
- (ss) **"Filing Date"** is defined in Recital D.
- (tt) **"Fund VI"** is defined in Recital B.
- (uu) **"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.
- (vv) **"Initial Order"** is defined in Recital D.
- (ww) **"JBAS"** is defined in Recital A.
- (xx) **"JMB"** is defined in Recital A.
- (yy) **"JMB Assets"** means all of the undertaking, property and assets of JMB immediately prior to the Acquisition Closing and Plan Implementation, including the Acquired Assets.

- (zz) "**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.
- (aaa) "**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.
- (bbb) "**Mantle**" is defined in Recital E.
- (ccc) "**Monitor**" means FTI Consulting Canada Inc., in its capacity as Court appointed monitor of JMB and 216 in the CCAA Proceedings.
- (ddd) "**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"**.
- (eee) "**Notice of Articles**" means the notice of articles issued on December 14, 2018 by the Registrar under the BC BCA.
- (fff) "**Non-Recourse Event**" is defined in Section 4.2.
- (ggg) "**Order**" means any order of a Court in the CCAA Proceedings.
- (hhh) "**Original Articles**" mean the articles of JMB dated November 13, 2018 and executed by CARC.
- (iii) "**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.
- (jjj) "**Other Security Holder**" means any Person with any interest in any Other Securities.
- (kkk) "**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 Alberta Environment and Parks under Alberta's Code of Practice for Pits.
- (lll) "**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.

- (mmm) "**Plan**" is defined in Recital H.
- (nnn) "**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.
- (ooo) "**Plan Implementation Date**" means the date on which Plan Implementation occurs.
- (ppp) "**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.
- (qqq) "**PMSI Holder**" means any Person holding a PMSI as secured party or lessor or whose interest therein is derived therefrom.
- (rrr) "**PMSI Property**" means any tangible personal property contemplated by PPS Legislation and any proceeds to which a PMSI attaches.
- (sss) "**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.
- (ttt) "**Proceeds**" has the meaning given to that term in the PPS Legislation.
- (uuu) "**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.
- (vvv) "**Purchase and Sale Transaction**" is defined in Recital H.
- (www) "**Purchase Price**" is defined in the APA.
- (xxx) "**Registrar**" means the person appointed as the Registrar of Companies under section 400 of the BC BCA.
- (yyy) "**Remaining ATB Debt**" means the ATB Indebtedness in excess of the ATB Assumed Debt.
- (zzz) "**Remaining Fiera Debt**" means the Fiera Indebtedness in excess of the Fiera Assumed Debt.
- (aaaa) "**Remaining JMB Assets**" means any property or assets of JMB which, as of the date the Reverse Vesting Order is pronounced, have not been subject to the APA or any agreement of purchase and sale with a third party pursuant to the

SISP, provided that to the extent that there are any Designated Permits, they shall be excluded from the Remaining JMB Assets.

- (bbbb) **"Remaining JMB Liabilities"** means any Liabilities of JMB other than the Assumed Liabilities.
- (cccc) **"Required Majority"** means a majority in number of the Affected Creditors who represent at least two-thirds in value of the Affected Claims.
- (dddd) **"Reverse Vesting Order"** means an Order vesting all Remaining JMB Assets and Remaining JMB Liabilities in 216, with the effect that:
 - (i) JMB shall have no further obligations or liability in respect of the Remaining JMB Liabilities, other than the Remaining ATB Debt and the Remaining Fiera Debt, and JMB shall have no further right, title or interest in the Remaining JMB Assets; and
 - (ii) 216 shall have all the right, title and interest of JMB in and to the Remaining JMB Assets and 216 shall be liable to the creditors of JMB for the Remaining JMB Liabilities.
- (eeee) **"RLF Holdings"** is defined in Recital E.
- (ffff) **"Sale Advisor"** is defined in Recital D.
- (gggg) **"Sanction Order"** means the Order under section 6 of the CCAA sanctioning this Plan.
- (hhhh) **"SAVO"** is defined in the APA.
- (iiii) **"Secured Creditor"** means a Creditor to whom JMB owes Liabilities the payment and performance of which is secured by a Lien.
- (jjjj) **"Security Interest"** means any mortgage, charge, security interest, lien or other charge or leasehold interest of a lessor of property.
- (kkkk) **"SISP"** is defined in Recital D.
- (llll) **"Vendors"** means, collectively, JMB and 216.
- (mmmm) **"Unaffected Claims"** means the Liabilities of JMB to Persons other than an Affected Creditor.
- (nnnn) **"Unaffected Creditor"** means a Creditor that holds an Unaffected Claim.

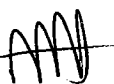
1.2 Certain Rules of Interpretation

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, but in any event without prejudice to any rights, remedies or recourses of ATB against 216 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, but without prejudice to any rights, remedies or recourses of Fiera as against 216 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";
- (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; and
- (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.

This Plan is put forward in the expectation that the Persons with an economic interest in JMB, 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.

2.2 Persons Affected by this Plan

This Plan affects:

- (a) the Affected Creditors through the arrangement of the Affected Claims as against JMB 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; and
- (d) JMB, 216 and Mantle as applicants of the Plan.

2.3 Unaffected Creditors and Existing Shareholders

- (a) The Unaffected Creditors are not affected by this Plan for the following reasons:
 - (i) pursuant to the Reverse Vesting Order, the Remaining JMB Liabilities and the Remaining JMB Assets will vest in 216 and the rights, remedies and recourses of the Unaffected Creditors as against any Remaining JMB 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 Reverse Vesting Order shall have a claim against 216 and the Remaining JMB Assets in respect of any 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 JMB Liabilities, the Existing 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 for the purposes of this Plan and voting thereon or agreeing thereto under sections 5 and 6 of the CCAA and for the purposes of receiving the benefit of this Plan.

3.2 Corporate Actions

- (a) The adoption, execution, delivery, implementation and consummation of all matters contemplated under this Plan involving corporate action of JMB 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 Sanction Order, in all respects and for all purposes without any requirement of further action by the directors of JMB or the Existing Shareholders. All necessary approvals to take actions will be deemed to have been obtained from the directors of JMB and the Existing Shareholders including the deemed passing by any class of Existing 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 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 SAVO and Reverse Vesting Order

Pursuant to the APA, the Monitor, with the support and assistance of the Vendors and Mantle, will apply to the Court for the SAVO and the Reverse Vesting 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 Plan must be agreed to by the Required Majority of Affected Creditors voting in person at a Creditors Meeting or by Proxy.
- (b) In the event that all of the Affected Creditors deliver 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 Shareholder in respect of its Existing 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;
- (b) the transfer to and vesting in 216 of the Remaining ATB Debt pursuant to the Reverse Vesting Order shall be without prejudice to the continuing liability of JMB for the Remaining ATB Debt in accordance with this Plan and the Reverse Vesting Order, and the Security Interests created by the ATB Security Documents shall severally attach to:
 - (i) the Acquired 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 or Mantle; and
 - (ii) all of the property and assets of JMB 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 or, for greater certainty, any property or assets of Mantle.

The Reverse Vesting Order 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 Reverse Vesting Order 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 216 of the Remaining Fiera Debt pursuant to the Reverse Vesting Order shall be without prejudice to the continuing liability of JMB for the Remaining Fiera Debt in accordance with this Plan and the Reverse Vesting Order, the Security Interests created by the Fiera Security Documents shall severally attach to:
 - (i) all of the property and assets of JMB as security for the Fiera Assumed Debt; and
 - (ii) all of the property and assets of JMB and 216 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 or, for greater certainty, any property or assets of Mantle as security for such Remaining Fiera Debt,

and the Reverse Vesting Order 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 Reverse Vesting Order becoming effective and the Plan Implementation being completed; and

- (e) the nature of the Remaining ATB Debt and the Remaining Fiera Debt, including their secured status, shall not be affected or altered as a result of their transfer to and vesting in 216, and the indebtedness, liabilities and obligations of 216 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 limitation of recourse against JMB as a result of 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 for the Remaining ATB Debt, but without prejudice to the continuing liability of 216 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 or, for greater certainty Mantle, but without prejudice to the attachment of Security Interests created by the ATB Security Documents to the Acquired Tranche B Inventory and their Proceeds to secure the ATB Assumed Debt;
- (c) Fiera shall cease to have recourse against JMB for the Remaining Fiera Debt, but without prejudice to the continuing liability of 216 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 or, for greater certainty 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, being the "Non-Recourse Event").

4.3 Crown Priority Claims

Within six (6) months after Plan Implementation, JMB will pay in full to Her Majesty in Right of Canada or any province any 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 Shareholders

- (a) No Existing Shareholder in respect of its Existing 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 Shareholder of JMB.

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 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 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) the vesting of the Acquired Assets in Mantle pursuant to paragraph 4 of the 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 Restricted Contracts pursuant to the 11.3 Order shall be simultaneously effective and the Acquisition Closing and Plan Implementation shall be deemed to be completed;
- (b) the Reverse Vesting Order shall become effective;
- (c) 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 redeemed, cancelled and terminated for no consideration, 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 redeemed, cancelled and terminated for no consideration, 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 redeemed, cancelled and terminated for no consideration, 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.

5.2 JMB Corporate Minute Books

Upon Plan Implementation, the officers and directors of JMB are authorized and directed record in the minute books of JMB this Plan, the Sanction Order, the Amended Articles, the Notice of Alteration, the redemptions, the cancellations and extinguishments and the transfers contemplated by Section 5.1(c).

5.3 Designated Permits

Following Plan Implementation, JMB shall hold any Designated Permits in trust for and on behalf of Mantle as bare trustee, carry out any lawful directions of Mantle under and in connection with the Designated Permits, and at the request of Mantle take such steps as are necessary to surrender the Designated Permits in order to permit the issuance of replacement Permits to and in favour of Mantle. Mantle shall indemnify JMB for or in respect of any Liabilities that JMB may suffer or incur as a result of JMB acting as bare trustee in respect of the Designated Permits.

ARTICLE 6 – COURT SANCTION

6.1 Application for the Sanction Order

JMB and Mantle will promptly apply for the Sanction Order.

6.2 Sanction Order

The Sanction Order will be pursuant to the CCAA and BC BCA 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 JMB is authorized to alter its Notice of Articles as set out in the Notice of Alteration;
- (d) declare that the only Persons entitled to vote on whether to approve this Plan are the Affected Creditors;
- (e) 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, the Affected Creditors and the Existing Shareholders;
- (f) 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;
- (g) declare that all Designated Permits will be and remain in full force and effect, unamended, as at Plan Implementation, and no Governmental Authority will on or following Plan Implementation terminate, rescind or refuse to renew in JMB or Mantle any Designated Permit, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of such Designated Permit or the Applicable Laws governing it by reason of:
 - (i) any event which occurred prior to, and not continuing after, Plan Implementation or which is or continues to be suspended or waived under this Plan, which would have entitled such Governmental Authority to enforce those rights or remedies;
 - (ii) JMB having sought or obtained relief under the CCAA or BC BCA or as part of this Plan;
 - (iii) any default or event of default arising as a result of the financial condition or insolvency of JMB;
 - (iv) the effect upon JMB of the completion of any of the transactions contemplated under this Plan; or
 - (v) any restructurings or reorganizations effected pursuant to this Plan;
- (h) declare that effective upon Plan Implementation, JMB shall cease to be an Applicant in the CCAA Proceedings, and JMB 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 Sanction Order, the Reverse Vesting Order and the SAVO shall continue to apply to JMB in all respects;
- (i) authorize the Monitor to perform its functions and fulfil its obligations under this Plan and the Sanction Order in order to facilitate the implementation of this Plan; and

- (j) declare that JMB, 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 Sanction Order, the operation and effect of which will not have been stayed, reversed or amended, and all applicable appeal periods in respect of the Sanction Order will have expired and in the event of an appeal or application for leave to appeal, final determination will have been made by the applicable appellate Court; and
- (c) the conditions set out in Sections 5.1, 5.2 and 5.3 of the APA shall have been fulfilled, satisfied or waived in accordance with the APA.

7.2 Monitor's Certificate of Plan Implementation

- (a) Upon the satisfaction, fulfillment or waiver of the conditions set out in Section 7.1, the Monitor shall issue to JMB, 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.
- (b) Upon the completion of the Plan Implementation in accordance with Section 5.1, the Monitor shall issue to CARC, RLF Holdings and the Affected Creditors a certificate stating that Plan Implementation has occurred and is effective in accordance with this Plan and the Sanction Order and shall 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 Shareholders under this Plan will be final and binding for all purposes and enure to the benefit of JMB, 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 Shareholder will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety; and
- (d) each Existing 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.

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 October 2, 2020, or such later period 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 or any other Person; (ii) prejudice in any manner the rights of JMB or any other Person in any further proceedings involving JMB; or (iii) constitute an admission of any sort by JMB or any other Person.

8.4 Modification of Plan

- (a) Prior to the 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 Sanction Order being made:
 - (i) Mantle and JMB 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, Mantle and the Monitor, is of an administrative nature required to better give effect to Plan Implementation and the 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 and JMB 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 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, 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 and will not be responsible or liable for any claims against JMB or Mantle for any Liabilities of JMB.

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:

JMB Crushing Systems Inc.
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:

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 27th day of September, 2020.

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
_____	_____, 2020

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

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.

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;

- (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

- (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;

- (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.

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.

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 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

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:

- (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.

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

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.

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



BC Registry
Services

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.corporatonline.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)

- | | |
|--|---|
| <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"/> Pre-existing Company Provisions | <input checked="" type="checkbox"/> Authorized Share Structure |

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 12:01 a.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.

AA

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 B 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 the class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of the 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 a Plan of Arrangement of JMB and Mantle Materials Group, Ltd. (the "**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 Plan) of JMB.

The Creditor hereby:

1. votes FOR the approval of the Plan;
2. acknowledges that if all of the other Affected Creditors vote for the approval of the 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 Plan);
4. empowers the Proxyholder to vote FOR the approval of the 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 Plan, and with respect to any matters that may come before any such Creditors' Meeting.

DATED this _____ day of _____, 2020.

CREDITOR'S SIGNATURE:

_____ (*name of Affected Creditor*)
By:

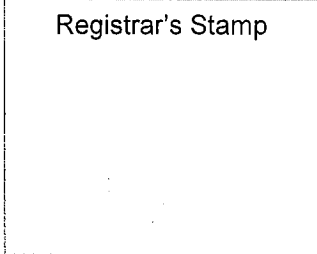
Name:
Title:

This is the Certificate to accompany
the Affidavit of Blake Elyea
made on December 4, 2020

COURT OF APPEAL OF ALBERTA

Form 49
[Rule 13.19]

COURT OF APPEAL FILE NUMBERS: 2001-0213AC
2001-0211AC
TRIAL COURT FILE NUMBER: 2001-05482
REGISTRY OFFICE: 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.

APPLICANTS: JERRY SHANKOWSKI and 945411 ALBERTA LTD.

STATUS ON APPEAL: APPELLANTS

STATUS ON APPLICATION: APPLICANTS

RESPONDENTS: JMB CRUSHING SYSTEMS INC. and 2161889
ALBERTA LTD.

STATUS ON APPEAL: RESPONDENTS

STATUS ON APPLICATION: RESPONDENTS

OTHER PARTIES: FTI CONSULTING CANADA INC., MANTLE
MATERIALS GROUP, LTD., RBEE AGGREGATE
CONSULTING LTD., J.R. PAINE & ASSOCIATES
LTD., FIERA PRIVATE DEBT FUND VI LP, BY ITS
GENERAL PARTNER INTEGRATED PRIVATE DEBT
FUND GP INC., FIERA PRIVATE DEBT FUND V LP
BY ITS GENERAL PARTNER INTEGRATED
PRIVATE DEBT FUND GP INC., ACTING IN ITS
CAPACITY AS COLLATERAL AGENT FOR AND ON
BEHALF OF AND FOR THE BENEFIT OF FUND VI,
ATB FINANCIAL, QUEST DISPOSAL & RECYCLING

INC., MUNICIPAL DISTRICT OF BONNYVILLE NO. 87, ELLISDON INDUSTRIAL, BANK OF MONTREAL, 848875 ALBERTA LTD. CARRYING ON BUSINESS AS AL'S CONTRACTING, 1577248 ALBERTA LTD., AZAD TRUCKING LTD., AZAN TRANSPORT LTD., TD EQUIPMENT FINANCE CANADA, 541466 ALBERTA LTD. (O/A JLG BALL ENTERPRISES), BUDGET LANDSCAPING AND CONTRACTING LTD., FOUNTAIN TIRE (BONNYVILLE) LTD., STAHL PETERBILT INC., EDMONTON KENWORTH LTD., CANADIAN AGGREGATE RESOURCE CORPORATION, CATERPILLAR FINANCIAL SERVICES LIMITED, ROYAL BANK OF CANADA, FORD CREDIT CANADA LEASING, BANK OF MONTREAL - TRANSPORTATION FINANCE, KOMATSU INTERNATIONAL (CANADA) INC., WELLS FARGO EQUIPMENT FINANCE, VFS CANADA INC., CANADIAN WESTERN BANK LEASING INC. - BROKER BUYING CENTRE, STRONGCO LIMITED PARTNERSHIP, SMS EQUIPMENT INC., ENTERPRISE FLEET MANAGEMENT CANADA INC., AND MATT SILVER TRUCKING

STATUS ON APPEAL:

OTHER PARTIES (NOT PARTIES TO APPEAL)

STATUS ON APPLICATION:

OTHER PARTIES (NOT PARTIES TO APPLICATION)

DOCUMENT:

AFFIDAVIT OF BLAKE ELYEA

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: Caireen E. Hanert/Tom Cumming

Phone: 403-298-19928 / 403-298-1938

Fax: 403-263-9193

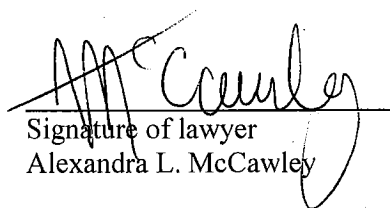
Email: caireen.hanert@gowlingwlg.com /
tom.cumming@gowlingwlg.com

File: A163514

CERTIFICATE

I, Alexandra McCawley, am the commissioner who took the affidavit from Blake Elyea dated December 4, 2020, two copies of which are attached to this certificate. As commissioner I was satisfied that the process for taking the affidavit using video technology was necessary because it was impossible or unsafe, for medical reasons, for the deponent and me to be physically present together.

Certified December 4, 2020


Signature of lawyer
Alexandra L. McCawley

ALEXANDRA L. MCCAWLEY
GOWLING WLG (CANADA) LLP
BARRISTER & SOLICITOR
550 BURRARD STREET - SUITE 2300
BENTALL 5 - VANCOUVER, B.C. V6C 2B5
TELEPHONE: (604) 891-2772