



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

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

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

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

APPLICANTS JMB CRUSHING SYSTEMS INC., 2161889 ALBERTA LTD., MANTLE MATERIALS GROUP, LTD. and 2324159 ALBERTA INC.

DOCUMENT **AMENDED REVERSE VESTING ORDER**

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DATE ON WHICH ORDER WAS PRONOUNCED: March 31, 2021
LOCATION AT WHICH ORDER WAS MADE: Calgary Court House
NAME OF JUSTICE WHO MADE THIS ORDER: Honourable Justice K.M. Eidsvik

UPON THE APPLICATION (the "**Application**") of JMB Crushing Systems Inc. ("**JMB**"), 2161889 Alberta Ltd. ("**216**", and with JMB, the "**CCAA Applicants**"), Mantle Materials Group, Ltd. ("**Mantle**", and collectively with JMB and 216, the "**Plan Parties**", and individually, a "**Plan Party**") and

2324159 Alberta Inc. (“**ResidualCo**”) for an Order amending and restating the reverse vesting Order pronounced on October 16, 2020, as amended by an Order pronounced on December 7, 2020 (the reverse vesting Order, as amended, the “**Original RVO**”), which is being applied for pursuant to the amended and restated purchase agreement dated March 3, 2021 (the “**Amended Purchase Agreement**”) between JMB, 216 and Mantle, attached as Exhibit “A” to the Confidential Affidavit of Aaron Patsch sworn March 30, 2021 (the “**Confidential Affidavit**”);

AND UPON HAVING READ (a) the Application, filed; (b) the Affidavits of Byron Levkulich sworn on March 4 and March 23, 2021, both filed; (c) the Affidavit of Tyler Pell sworn on March 22, 2021; (d) the Affidavits of Blake M. Elyea sworn on March 24 and March 30, 2021, both filed; (e) the Confidential Affidavit of Blake M. Elyea sworn March 24, 2021; (f) the Affidavit of Aaron Patsch sworn March 30, 2021, filed; (g) the Confidential Affidavit; (h) the fourteenth report of FTI Consulting Canada Inc. in its capacity as Court-appointed monitor of JMB and 216 (the “**Monitor**”) dated March 4, 2021, the fifteenth report dated March 26, 2021 of the Monitor, and the sixteenth report dated March 30, 2021, all filed; (i) the pleadings and proceedings in this Action, including: (i) the initial Order pronounced on May 1, 2020 and the Order pronounced on May 11, 2020 amending and restating the initial Order (the initial Order as amended and restated, the “**Initial Order**”), filed; (ii) the Order (amended and restated Mantle sale approval Order) pronounced on October 16, 2020 (the “**Original SAVO**”) approving the original amended and restated asset purchase agreement dated September 28, 2020 between the CCAA Applicants and Mantle, which agreement was amended and restated by the Amended Purchase Agreement, filed; (iii) the Original RVO, filed; (iv) the assignment order pronounced on October 16, 2020 (the “**Original Assignment Order**”), filed; and (v) the plan sanction Order pronounced on October 16, 2020 (the “**Original Sanction Order**”), sanctioning the joint plan of arrangement of Mantle and the CCAA Applicants under the *Companies’ Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the “**CCAA**”), and the *Business Corporations Act*, SBC 2002, c 57, as amended (the “**BCA**”, and such plan of arrangement, the “**Original Plan**”), filed; and (f) the Affidavit of Service of Sandra Morrie sworn March 5, 2021 and the Affidavit of Service of Ingrid Fitzner sworn March 29, 2021 (collectively, the “**Service Affidavits**”);

AND UPON HAVING READ the following Orders applied for contemporaneously in this Application: (a) an Order amending and restating the Original SAVO and approving the Amended Purchase Agreement and the transactions contemplated thereby (the “**Acquisition and Reorganization Transactions**”), and vesting certain assets in Mantle (the “**Amended SAVO**”), (b) an Order amending and restating the Original Assignment Order, filed; and (c) an Order amending and restating the Original Sanction Order (the “**Amended Sanction Order**”) and sanctioning an amended and restated plan of arrangement (the “**Amended Plan**”) of the Plan Parties under the CCAA and BCA, which amends and

restates the Original Plan;

AND UPON HEARING the submissions of counsel for JMB, 216, the Monitor, Mantle, and any other parties who may be present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

Service of Application

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

Defined Terms

2. The capitalized terms “**Accounts Receivable**”, “**Aggregate Pit**”, “**Applicable Law**”, “**Assumed Liabilities**”, “**Bonnyville Lands**”, “**Contract**”, “**Edmonton Lease**”, “**Employees**”, “**Governmental Authorities**”, “**Information**”, “**Inventory**”, “**Kalinko Operating Agreement**”, “**Lands**”, “**Permitted Encumbrances**”, “**Security Interest**”, “**Shankowski Royalty Agreement**” and “**Transferred Employees**” have the meanings given to them in the Amended Purchase Agreement. Other capitalized terms used in this Order and not otherwise defined shall have the meanings referred to or given to them below:

- (a) “**216 Disposition Lands**” means the lands subject to one or more 216 Dispositions;
- (b) “**216 Dispositions**” means the Dispositions listed on **Schedule “A”** to this Order under the heading “**216 Dispositions**”;
- (c) “**216 Retained Assets**” means, collectively:
 - (i) the 216 Dispositions and the interest of 216 in the 216 Disposition Lands, if any, granted under the 216 Dispositions; and
 - (ii) the “**216 Reserves**”, the “**216 Permits**”, the “**216 Inventory**” and the “**216 Miscellaneous Operational Contracts**”, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;
- (d) “**AEP**” means Alberta Environment and Parks;
- (e) “**AEP Payment Arrears**” means any rent, royalties, dues, fees, rates, charges or other money which accrued under the 216 Dispositions and JMB Dispositions prior to the Filing

Date, together with any interest or penalties thereon, but specifically excludes Reclamation Security and the Reclamation Obligations;

- (f) “**Aggregate**” is defined in the Amended Purchase Agreement;
- (g) “**ATB**” means ATB Financial;
- (h) “**CCAA Proceedings**” means the proceedings commenced on application by the Applicants under the CCAA pursuant to the Initial Order;
- (i) “**Claim**” means a claim to which JMB or 216 which under section 19(1) of the CCAA may be dealt with by a compromise or arrangement thereunder and to which JMB or 216 either as of the Filing Date or before Plan Implementation;
- (j) “**Compliance Issues**” means failures to comply with the terms or provisions of Dispositions, the EPEA Registrations or the Regulatory Legislation;
- (k) “**Disposition**” has the meaning given to that term in the PLA;
- (l) “**Eastside**” means Eastside Rock Products, Inc.;
- (m) “**Effective Time**” means the effective time at which Plan Implementation occurs on the Plan Implementation Date, or such other time on such date as JMB, 216, Mantle and the Monitor agree;
- (n) “**EO**” means an Enforcement Order issued under the Regulatory Legislation;
- (o) “**EPEA**” means the *Environmental Protection and Enhancement Act*, RSA 2000, c E-12, as amended, the *Conservation and Reclamation Regulation*, AR 115/93, as amended, together with regulations thereunder relevant to the extraction, processing and transportation of Aggregate, including the *Code of Practice for Pits* thereunder;
- (p) “**EPEA Registrations**” means the registrations held by JMB under the EPEA in respect of the JMB Active Royalty Lands and the JMB Inactive Royalty Lands, and “**EPEA Registration**” means any one of them;
- (q) “**EPO**” means an Environmental Protection Order issued under the Regulatory Legislation;

- (r) **“Excluded Books and Records”** means all Information maintained relating to or in connection with the Excluded ResidualCo Assets or Excluded Liabilities together with personal information relating to Employees who are not Transferred Employees;
- (s) **“Excluded Inventory”** means (i) approximately 10,201.82 tonnes of Aggregate consisting of raw pit run gravel located on the Bonnyville Lands which according to the records of JMB was transferred from another property, and approximately 7,000 tonnes of customer rejected clay contaminated ACP L1 (½”) asphalt material; (ii) approximately 7,900 tonnes of Aggregate consisting of pea gravel located on the Lands subject to the Shankowski Royalty Agreement; (iii) Aggregate consisting of approximately 8,265 tonnes of Des 2 Class 20, approximately 5,000 tonnes of Des 6 Class 80 and approximately 9,569 tonnes of Des 2 Class 40 stored on lands subject to a Disposition held by Stony Valley Contracting Ltd. and located at NE 2-82-7 W4M pursuant to a license agreement dated December 14, 2018 between Stony Valley Contracting Ltd. and JMB; (iv) Aggregate on the lands subject to the Kalinko Operating Agreement; and (v) approximately 6,458 tonnes of Aggregate consisting of 10 mm gravel and sand located on the Lands subject to the Havener Royalty Agreement;
- (t) **“Excluded Liabilities”** means all Liabilities of JMB and 216 other than the Assumed Liabilities;
- (u) **“Excluded ResidualCo Assets”** means, collectively:
- (i) the JMB Inactive Royalty Agreements and the interest of JMB in the JMB Inactive Royalty Lands granted thereunder;
 - (ii) the Excluded Books and Records;
 - (iii) the Excluded Inventory; and
 - (iv) the **“PMSI Property”**, the **“Accounts Receivable”** and any **“Rejected Contract”** which has not been disclaimed under section 32 of the CCAA, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;
- (v) **“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;

- (w) **“Fiera Disposed Equipment”** means any personal property in which a company 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 Mantle prior to closing pursuant to the SISP or otherwise, including the equipment listed in **Schedule “B”** to this Order;
- (x) **“Fiera Eastside Equipment”** means the equipment in which JMB has an interest which is located on property that Eastside had access to in the State of Washington, including the equipment listed on **Schedule “C”** to this Order;
- (y) **“Filing Date”** means May 1, 2020;
- (z) **“JMB Active Royalty Agreements”** means the Royalty Agreements listed on **Schedule “A”** to this Order under the heading “JMB Active Royalty Agreements”;
- (aa) **“JMB Active Royalty Lands”** means the lands subject to one or more JMB Active Royalty Agreements;
- (bb) **“JMB Disposition Lands”** means the lands subject to one or more JMB Dispositions;
- (cc) **“JMB Dispositions”** means the Dispositions listed on **Schedule “A”** under the heading “JMB Dispositions”, and **“JMB Disposition”** means any one of the JMB Dispositions;
- (dd) **“JMB Inactive Royalty Agreements”** means the Royalty Agreements listed on **Schedule “A”** to this Order under the heading “JMB Inactive Royalty Agreements”;
- (ee) **“JMB Inactive Royalty Lands”** means the lands subject to one or more JMB Inactive Royalty Agreements;
- (ff) **“JMB Retained Assets”** means, collectively:
 - (i) the **“JMB Equipment”**, the **“JMB Real Property”**, the **“JMB Reserves”**, the **“JMB Inventory”**, the **“Bonnyville Supply Contract”**, as such terms in quotation marks having the meanings given to them in the Amended Purchase Agreement;

- (ii) the Contracts consisting of (A) the Cenovus Energy master service and supply agreement 700322 effective as of March 13, 2020 between Cenovus Energy Inc. and JMB, (B) the Bonnyville Lease, and (C) the “**JMB Miscellaneous Operational Contracts**”, as the latter term is defined in the Amended Purchase Agreement;
- (iii) Inventory that is owned by JMB or in which JMB has an interest not located on JMB Real Property, Bonnyville Lands, JMB Disposition Lands, JMB Active Royalty Lands or JMB Inactive Royalty Lands, but excluding for certainty the Excluded Inventory;
- (iv) the JMB Dispositions and the interest of JMB in the JMB Disposition Lands, if any, granted under the JMB Dispositions;
- (v) the JMB Active Royalty Agreements and the interest of JMB in the JMB Active Royalty Lands thereunder; and
- (vi) the EPEA Registrations and other JMB Permits;
- (gg) “**Landowner**” means any Person that owns or leases the surface title to JMB Inactive Royalty Lands;
- (hh) “**Lands**” means any one of the JMB Active Royalty Lands, the JMB Inactive Royalty Lands, the JMB Disposition Lands or the 216 Disposition Lands;
- (ii) “**Liabilities**” means debts, liabilities and obligations, whether accrued or fixed, liquidated or unliquidated, absolute or contingent, matured or unmatured or determined or undeterminable, under any Applicable Law, Contract or otherwise, and includes any amounts owing to a Regulatory Body as a creditor and which is a claim for the purposes of section 19(1) of the CCAA, and “**Liability**” means any one of the Liabilities;
- (jj) “**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 under the Regulatory Legislation;
- (kk) “**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 (iv) a Regulatory Body or other Governmental Authority;

- (ll) “**PLA**” means the *Public Lands Act*, RSA 2000, c P-40, as amended, the *Public Lands Administration Regulation*, AR 187/2011, as amended, and any regulations thereunder relevant to the extraction, processing and transportation of Aggregate;
- (mm) “**Plan Implementation**” means the fulfillment, satisfaction or waiver of the conditions set out in section 7.1 of the Amended Plan and the occurrence or effecting of the sequential steps set out in section 5.1 of the Amended Plan;
- (nn) “**Plan Implementation Date**” means the date on which Plan Implementation occurs;
- (oo) “**PMSI Holder**” means a Person other than ATB or Fiera that holds a Security Interest attaching to PMSI Property which ranks in priority to any other Security Interest attaching to such PMSI Property;
- (pp) “**PMSI Property**” means the personal property listed on **Schedule “D”** to this Order;
- (qq) “**Reclamation Obligations**” means the abandonment, reclamation and remediation obligations under the Regulatory Legislation in respect of the 216 Disposition Lands, the JMB Disposition Lands, the JMB Active Royalty Lands and the JMB Inactive Royalty Lands, including under any EPOs, EOs or other regulatory orders issued under the Regulatory Legislation by the AEP;
- (rr) “**Reclamation Security**” means any security for Reclamation Obligations required under the Regulatory Legislation;
- (ss) “**Regulatory Body**” has the meaning given to that term in section 11.1(1) of the CCAA and for greater certainty includes the AEP or any other Governmental Authority under the Regulatory Legislation;

- (tt) “**Regulatory Legislation**” means the EPEA, the PLA and the *Water Act*, RSA 2000, c W-3, as amended, and any regulations thereunder;
- (uu) “**Released Parties**” means, collectively, JMB, 216, Mantle, Byron Levkulich, Aaron Patsch, the Monitor, the Chief Restructuring Advisor, and legal counsel of such Persons, and “**Released Party**” means any one of them;
- (vv) “**Remaining ATB Debt**” is defined in the Amended Purchase Agreement;
- (ww) “**Remaining Fiera Debt**” is defined in the Amended Purchase Agreement;
- (xx) “**Royalty Agreement**” is defined in the Amended Purchase Agreement.

Amended and Restated Order

- 3. The within Order amends and restates the Original RVO.

Retention in JMB and 216 and Reverse Vesting in ResidualCo

- 4. Upon delivery of a Monitor’s certificate to Mantle and the CCAA Applicants, substantially in the form attached as Schedule “A” to the Amended SAVO (the “**Monitor’s Certificate**”), the following shall occur and shall be deemed to have occurred at the Effective Time in accordance with Section 5.1 of the Amended Plan:
 - (a) JMB shall retain all of its right, title and interest in and to the JMB Retained Assets, free and clear of any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing:
 - (i) any encumbrances or charges created by the Initial Order;
 - (ii) all charges, security interests or claims evidenced by registrations pursuant to: (i) the *Personal Property Security Act*, RSA 2000, c P-7 or any other real or personal property registry system (the “**Property Security Legislation**”); and (ii) the *Land Titles Act*, RSA 2000, c L-7 (the “**LTA**”); and

(iii) any liens or claims of lien under the *Builders' Lien Act*, RSA 2000, c B-7 (the “**BLA**”);

(collectively, the “**Encumbrances**”, and individually, an “**Encumbrance**”), but excluding Permitted Encumbrances;

- (b) 216 shall retain all of its right, title and interest in and to the 216 Retained Assets, free and clear of all Encumbrances, including without limiting the generality of the foregoing any Encumbrances created by the Initial Order, all Encumbrances evidenced by registrations pursuant to the Property Security Legislation and the LTA and any liens or claims of lien under the BLA, but excluding Permitted Encumbrances;
- (c) All of the right, title and interest of JMB and 216 in and to the Excluded ResidualCo Assets shall vest absolutely in the name of ResidualCo, but shall remain subject to any and all Encumbrances, including, without limiting the generality of the foregoing any Encumbrances created by the Initial Order, all Encumbrances evidenced by registrations pursuant to the Property Security Legislation and the LTA, and any liens or claims of lien under the BLA (all of which are collectively referred to as the “**Excluded Encumbrances**”), and ResidualCo shall be deemed to have assumed the Excluded Encumbrances and the Excluded Encumbrances shall continue to attach to the Excluded ResidualCo Assets and to any and all proceeds of the Excluded ResidualCo Assets (any such proceeds being the “**Excluded Proceeds**”) and to secure the payment and performance of any Excluded Liabilities secured thereby, with such Excluded Encumbrances and Excluded Liabilities having the same nature and priority as against the Excluded ResidualCo Assets and their Excluded Proceeds as they had immediately prior to the transfer and vesting in ResidualCo;
- (d) The Excluded ResidualCo Assets and their Excluded Proceeds shall be held in trust by ResidualCo for and on behalf of Persons to whom the Excluded Liabilities are owed and the Persons holding any Excluded Encumbrances securing the payment and performance thereof (such Persons being collectively referred to as the “**Excluded Creditors**” and individually referred to as an “**Excluded Creditor**”);
- (e) Any and all Excluded Liabilities (including, for greater certainty, the Remaining ATB Debt and Remaining Fiera Debt) shall be transferred to and vest absolutely in ResidualCo and ResidualCo shall be deemed to have assumed and become liable for such Excluded

Liabilities up to and solely to the extent of the Excluded ResidualCo Assets and the Excluded Proceeds, as set out in paragraph 9 of this Order, and subject to the Initial Order and any other applicable Order in these proceedings, the Excluded Creditors (including, for greater certainty, ATB and Fiera) will have all of the rights, remedies, recourses, benefits and interests against ResidualCo up to and solely to the extent of the Excluded ResidualCo Assets, which immediately prior to the Effective Time, they had against JMB and/or 216, and the nature of the Excluded Liabilities, including, without limitation, their amount, priority, and secured or unsecured status, shall not be affected or altered as a result of their transfer to and vesting in ResidualCo;

- (f) Subject to subparagraph 4(g) of this Order:
- (i) the Excluded Creditors shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with pursuant to the Excluded Liabilities or the Excluded Encumbrances against JMB, 216 or any assets held by JMB or 216 subsequent to the Effective Time, but subject to the Initial Order, ResidualCo shall be subject to all such steps or proceedings in place of JMB and/or 216;
 - (ii) any Excluded Creditor that prior to the Effective Time had a valid right or claim against JMB and/or 216 under or pursuant to any Excluded Liability shall no longer have such right or claim against JMB and/or 216, but shall have an equivalent Excluded Liability claim against ResidualCo to the extent of ResidualCo's interests in the Excluded ResidualCo Assets and the Excluded Proceeds, as set out in paragraph 9 of this Order, from and after the Effective Time in its place and stead, and nothing in this Order limits, lessens, extinguishes, or alters the Excluded Liability claimed by any such Excluded Creditor as against ResidualCo to the extent of its interest in the Excluded ResidualCo Assets and the Excluded Proceeds; and
 - (iii) JMB and 216 shall be deemed released from any and all Excluded Liabilities such that no Excluded Encumbrance securing any Excluded Liabilities shall attach to,

encumber or otherwise remain as a claim against or interest in any property or assets of JMB or 216, and no Excluded Creditor shall have any claim therefor against JMB or 216 in respect thereof; and

- (g) Notwithstanding anything in subparagraph 4(f) of this Order, JMB and 216 shall continue to be liable to ATB for the Remaining ATB Debt and to Fiera for the Remaining Fiera Debt, and the Excluded Encumbrances granted by JMB and 216 to ATB and Fiera shall continue to attach to any property and assets of JMB and 216, subject to the terms and provisions of the Amended Plan.
5. Upon delivery of the Monitor's Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all Governmental Authorities are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and certified copy of this Order as though they were originals and to register such transfers or conveyances as may be required to convey to ResidualCo title to the Excluded ResidualCo Assets.
6. In order to effect the transfers described in paragraph 5 above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest to or in any of the Excluded ResidualCo Assets.
7. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or Regulatory Body exercising jurisdiction over the Excluded ResidualCo Assets is required for the due vesting and transfers provided for in paragraph 4 of this Order.
8. From and after the Effective Time:
- (a) where any Person was liable to JMB for any existing or potential Liability that is included in the Excluded ResidualCo Assets (any such Liability being a "**JMB Claim**"), such JMB Claim shall not be affected by, and such Person shall have no defence, claim, set-off or other rights as a result of, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in ResidualCo;
- (b) where any Person was liable to 216 for any existing or potential Liability that is included in the Excluded ResidualCo Assets (any such Liability being a "**216 Claim**"), such 216 Claim shall not be affected by, and such Person shall have no defence, claim, set-off or

other rights as a result of, the transfer and vesting of the Excluded ResidualCo Assets and Excluded Liabilities in ResidualCo;

- (c) ResidualCo may, and is hereby authorized to, commence, continue and prosecute proceedings in respect of the JMB Claims in JMB's name, and in respect of 216 Claims in 216's name, and all benefits to be derived from the proceedings taken by ResidualCo in respect of the JMB Claims or 216 Claims, as authorized by this Order, together with the costs of same, shall belong exclusively to ResidualCo and not JMB or 216, as applicable, and shall form part of the Excluded ResidualCo Assets to be held in trust by ResidualCo for and on behalf of the Excluded Creditors in accordance with this Order;
 - (d) in the event that paragraph 8(a) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, JMB shall act as agent for and on behalf of ResidualCo in taking any steps or commencing any action or proceeding to enforce the JMB Claim for and on behalf of ResidualCo;
 - (e) in the event that paragraph 8(b) is or becomes for any reason ineffective, then with the consent of the Monitor, ATB, and Fiera, 216 shall act as agent for and on behalf of ResidualCo in taking any steps or commencing any action or proceeding to enforce the 216 Claim for and on behalf of ResidualCo.
9. Subject to paragraph 10 of this Order, from and after the Effective Time, ResidualCo shall hold the Excluded ResidualCo Assets in trust for and on behalf of any Excluded Creditors, provided that to the extent that the vesting and transfer to ResidualCo of the Excluded ResidualCo Assets from JMB and 216 and the assumption by ResidualCo of the Excluded Liabilities from JMB and 216 pursuant to paragraph 4 of this Order would result in and preserve the *pro rata* rights of any of the Excluded Creditors in respect of the Excluded Liabilities so that:
- (a) ResidualCo shall hold the Excluded ResidualCo Assets vested and conveyed from JMB and the Excluded Proceeds thereof in trust for the Excluded Creditors with Excluded Liabilities and Excluded Encumbrances vested and assumed from JMB in trust for such Excluded Creditors; and
 - (b) ResidualCo shall hold the Excluded ResidualCo Assets vested and conveyed from 216 and the Excluded Proceeds thereof in trust for the Excluded Creditors with Excluded Liabilities

and Excluded Encumbrances vested and assumed from 216 in trust for such Excluded Creditors.

10. ResidualCo shall be deemed to have granted access to and in favour of JMB to the JMB Inactive Royalty Lands to permit JMB to perform Reclamation Obligations on the JMB Inactive Royalty Lands subject to any EPOs and sell any Aggregate that has been extracted and stored on the JMB Inactive Royalty Lands, and upon the sale thereof, title to the proceeds of sale thereof shall vest in JMB free and clear of all other interests other than any Security Interest in ATB, and any royalty in favour of the Person who owns the applicable JMB Inactive Royalty Lands arising from such sale. As security for the obligation of ResidualCo to provide such access to JMB, JMB shall be entitled to the benefits of and is hereby granted a charge on the JMB Inactive Royalty Lands (the “**Access Charge**”), which Access Charge shall rank behind the charges granted pursuant to the Initial Order, but in priority to any other Encumbrances in favour of any Person, and shall not otherwise be limited or impaired by:
- (a) the pendency of these proceedings and the declarations of insolvency made in the CCAA Proceedings or otherwise;
 - (b) any application for bankruptcy order issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”), or any bankruptcy order made pursuant to such applications;
 - (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
or
 - (d) the provisions of any federal or provincial statutes.
11. ResidualCo shall be entitled to enter into and upon, hold and enjoy the Excluded ResidualCo Assets for its use and benefit in accordance with the Initial Order, this Amended Reverse Vesting Order, and any other Order made in the CCAA Proceedings.

Vesting in Eastside

12. Effective on the date that the Original RVO was pronounced, all of JMB’s right, title and interest in and to the Fiera Eastside Equipment is hereby vested in and transferred to Eastside, but subject to any and all Excluded Encumbrances which specifically affect and attach to the Fiera Eastside Equipment, all of which shall continue to attach to the Fiera Eastside Equipment and to any and all

proceeds of the Fiera Eastside Equipment (any such proceeds being the “**Eastside Proceeds**”) and to secure the payment and performance of any Excluded Liabilities secured thereby, with such Excluded Encumbrances and Excluded Liabilities having the same nature and priority as against the Fiera Eastside Equipment and the Eastside Proceeds as they had immediately prior to the transfer and vesting.

PMSI Holders

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

Regulatory Bodies

14. This Court hereby declares that:
- (a) the AEP Payment Arrears are Claims for the purposes of section 19(1) of the CCAA and that the Regulatory Bodies are creditors with respect to the AEP Payment Arrears; and
 - (b) the AEP Payment Arrears are Excluded Liabilities and from and after the Effective Time:
 - (i) the AEP Payment Arrears shall be debts and liabilities of ResidualCo to the applicable Regulatory Body and shall cease to be debts or liabilities of 216 or JMB to such Regulatory Body; and
 - (ii) the Regulatory Bodies are, for the purposes of any AEP Payment Arrears owed to them, Excluded Creditors.

15. Notwithstanding the right under section 11.1(2) of a Regulatory Body to carry out any investigation in respect of JMB or 216, or to take an action, suit or proceeding in respect of JMB or 216, from and after the Effective Time, except with the leave of this Court on notice to JMB, 216 and Mantle, all powers, rights and remedies of a Regulatory Body, whether judicial, extra-judicial, administrative, statutory or non-statutory, against, in respect of or affecting in any way any Plan Party, 216 Disposition, JMB Disposition, EPEA Registration or Permit, or any Disposition, EPEA Registration or Permit issued, transferred or assigned to a Plan Party hereafter, to enforce the payment of the AEP Payment Arrears, or arising from the non-payment thereof by 216, or JMB or ResidualCo, are hereby permanently stayed and suspended and no Regulatory Body shall commence, proceed with or continue any such the exercise of any such power, right or remedy.
16. Nothing in this Order shall:
- (a) affect the respective obligations of JMB, 216, or any director of JMB or 216, at all times, including following the Effective Time:
 - (i) to resolve Compliance Issues;
 - (ii) to perform Reclamation Obligations on the Lands in accordance with the Regulatory Legislation; or
 - (iii) to comply with their respective obligations under the 216 Dispositions, the JMB Dispositions, the EPEA Registrations and the Regulatory Legislation;
 - (b) affect any liabilities of any director of JMB or 216 that may arise from any failure of JMB or 216 to comply with their respective obligations under the 216 Dispositions, the JMB Dispositions, the EPEA Registrations and the Regulatory Legislation at all times, including after the Effective Time; or
 - (c) limit the exercise of any power, right or remedy by a Regulatory Body against JMB, 216 of any director to enforce the obligations and liabilities referred to in paragraphs 16(a) and 16(b).
17. Notwithstanding the right under section 11.1(2) of a Regulatory Body to carry out any investigation in respect of JMB or 216, or to take an action, suit or proceeding in respect of JMB or 216, and having regard to paragraph 16 above, from and after the Effective Time, except with the leave of this Court on notice to JMB, 216 and Mantle, no Regulatory Body shall exercise any power, right

or remedy against JMB, 216, Bryon Levkulich or Aaron Patsch as a result of (i) any failure to comply with the Regulatory Legislation, perform Reclamation Obligations or rectify any Compliance Issues prior to the Effective Time which failure cannot be rectified after the Effective Time due to the passage of time (for example a permit not being applied for on a date prior to the Effective Time which was required to be applied for prior to the Effective Time); (ii) JMB and 216 having sought or obtained relief under these CCAA Proceedings; (iii) the financial condition or insolvency of JMB or 216 prior to the Effective Time (which, for greater certainty, does not relate to rents, charges, and royalties accruing under 216 Dispositions subsequent to the Filing Date); or (iv) the vesting in and assumption by ResidualCo of the AEP Payment Arrears, whether such powers are judicial, extra-judicial, administrative, statutory or non-statutory, and any exercise of such power, right or remedy is hereby stayed and suspended.

18. Notwithstanding paragraph 15 of this Order, nothing in this Order shall:
- (a) empower a Plan Party to carry on any business that the Plan Party is not lawfully entitled to carry on; or
 - (b) affect any investigations, actions, suits or proceedings by the AEP in respect of any failure by a Plan Party to comply with its Reclamation Obligations, other than relating to the matters described in paragraph 15 of this Order.

Releases

19. Subject to paragraph 18, effective from and after the Effective Time, the Released Parties shall be released and discharged from any and all actions, causes of action, counterclaims or suits in respect of any Claims or Encumbrances securing Claims of whatever nature which any Person may be entitled to assert, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, and all Claims be forever waived and released, all to the full extent permitted by Applicable Law. For clarity, the ability of any Person to proceed against any Released Party in respect of any Claims released and discharged hereby shall be forever discharged, barred and restrained, and all proceedings with respect to, in connection with, or relating to any such matter is enjoined and permanently stayed.
20. Nothing in paragraph 17 shall release or discharge:

- (a) a Released Party from:

- (i) any obligation created by or existing under the Amended Plan or any related document;
 - (ii) any Claim against a Released Party that is determined by a Final Order of a Court of competent jurisdiction to arise from criminal acts, fraud or wilful misconduct of such Released Party; or
 - (iii) any Claim against a Released Party that is not permitted to be released pursuant to section 5.1(2) or 19(2) of the CCAA, as determined by a Final Order of a Court of competent jurisdiction; or
- (b) JMB, 216, Byron Levkulich or Aaron Patsch from their Reclamation Obligations, Compliance Issues or any other obligations under the Regulatory Legislation that do not constitute Claims.
21. From and after the Effective Time, a Person may only commence an action against a Released Party contemplated by paragraph 18 if such Person has first obtained leave of this Court on notice to the applicable Released Party, the Plan Parties and the Monitor (unless previously discharged); provided that no Person shall be prevented from commencing such an action against a Released Party where such an action must be taken in order to comply with statutory time limitations in order to preserve such Person's rights at law, provided further that no further steps shall be taken by such Person except in accordance with the provisions of the within Order (including the requirement herein to obtain the leave of the Court at the first available opportunity), and notice in writing of such action be given to the applicable Released Party, the Plan Parties and the Monitor (unless previously discharged) at the first available opportunity.

Authorization of Monitor

22. The Monitor is authorized and directed to undertake and perform such activities and obligations as are contemplated to be undertaken or performed by the Monitor pursuant to this Order, the SISP, the Amended Purchase Agreement, the Amended SAVO, the Amended Sanction Order, the Amended Assignment Order, or any ancillary document related thereto, and shall incur no liability, whatsoever, in connection therewith, save and except for any liability arising due to gross negligence or wilful misconduct on its part.

Effective Time

23. This Order shall become effective in the order set out in the Amended Sanction Order, which Amended Sanction Order is granted contemporaneously with the within Order.

Pendency of Bankruptcy Proceedings

24. Notwithstanding:
- (a) the pendency of these proceedings and any declaration of insolvency made in the CCAA Proceedings;
 - (b) the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the BIA, in respect of ResidualCo, and any bankruptcy order issued pursuant to any such applications;
 - (c) any assignment in bankruptcy made in respect of ResidualCo; and
 - (d) the provisions of any federal or provincial statute,

the vesting and transfers pursuant to paragraph 4 of this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of ResidualCo and shall not be void or voidable by creditors of ResidualCo, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

Addition of ResidualCo as an Applicant

25. ResidualCo is hereby added as an Applicant in these CCAA Proceedings and, for greater certainty, FTI Consulting Canada Inc. shall be the Monitor of ResidualCo.
26. Following the Effective Time, the style of cause of these CCAA Proceedings is hereby amended to be:

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

AND IN THE MATTER OF THE COMPROMISE OR ARRANGEMENT OF 2324159
ALBERTA INC.

Advice and Directions, and Reservation of Court's Authority

27. Notwithstanding that the Effective Date and Plan Implementation have occurred, or the CCAA Proceedings have been terminated:
- (a) the Plan Parties, the Monitor and any other interested party shall be at liberty to apply to this Court for further advice, assistance and direction as may be necessary in order to:
 - (i) give full force and effect to the terms of this Order;
 - (ii) assist and aid the Plan Parties and the Monitor in closing the Acquisition and Reorganization Transactions; and
 - (iii) in the event that a Landowner does not allow reasonable access to JMB Inactive Royalty Lands in order to permit JMB or its representatives or contractors to perform Reclamation Obligations or take possession of and dispose of Aggregate Inventory to which JMB is entitled; and
 - (b) this Honourable Court hereby reserves its discretion to hear any application by a Plan Party under section 11.1(3) of the CCAA to stay the exercise of powers, rights and remedies of a Regulatory Body, provided that, for greater certainty, this paragraph 25(b) shall be without prejudice to the ability of any party to object to the jurisdiction of this Court to hear the application based on characterization of the dispute or to object to an order under such section on the basis that the test has not been satisfied.

Aid and Recognition

28. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Monitor and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.

Service

29. Service of this Order shall be deemed good and sufficient by:

- (a) Serving the same on:
 - (i) the Persons listed on the service list created in these proceedings;
 - (ii) any other Person served with notice of the application for this Order;
 - (iii) any other parties attending or represented at the application for this Order; and
 - (iv) the Monitor or its solicitors; and
- (b) Posting a copy of this Order on the Monitor's website at:

<http://cfcanada.fticonsulting.com/jmb/default.htm>,

and service on any other Person is hereby dispensed with.

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



Justice of the Court of Queen's Bench of Alberta

Schedule "A"
216 Dispositions, JMB Dispositions, JMB Active
Royalty Agreements, JMB Inactive Royalty
Agreements and other Permits

1. 216 Dispositions

- (a) Surface Material Lease No. 080085 in favour of 216 dated April 26, 2012 in respect of Aggregate Pit JLG 3 located within NW-12-63-19 W4M and SW-13-63-19 W4M;
- (b) Surface Material Lease No. 100085 in favour of 216 dated June 24, 2016 in respect of Aggregate Pit JLG 4 located within NE-12-63-19 W4M and NW-12-63-19 W4M;
- (c) Surface Material Lease No. 110025 in favour of 216 dated February 11, 2014 in respect of Aggregate Pit JLG 5 located within NE-11-61-18 W4M;
- (d) Surface Material Lease No. 110026 in favour of 216 dated April 11, 2012 in respect of Aggregate Pit JLG 6 located within SE-11-61-18 W4M;
- (e) Surface Material Lease No. 110045 in favour of 216 dated March 18, 2015 in respect of Aggregate Pit JLG 7 located within SE-15-61-18 W4M and NE-15-61-18 W4M;
- (f) Surface Material Lease No. 110046 in favour of 216 dated March 18, 2015 in respect of Aggregate Pit JLG 8 located within NE-15-61-18 W4M and NW-15-61-18 W4M;
- (g) Surface Material Lease No. 120006 in favour of 216 dated October 5, 2017 in respect of Aggregate Pit JLG 11 located within NW-14-61-18 W4M;
- (h) Surface Material Lease No. 120100 in favour of 216 dated October 5, 2017 in respect of Aggregate Pit JLG 12 located within SE-21-61-18 W4M;
- (i) Surface Material Lease No. 110047 in favour of 216 located within SE-15-61-18 W4M, SW-15-61-18 W4M, and NW-15-61-18 W4M;
- (j) Surface Material Lease No. 120005 in favour of 216 located within SW-14-61-18 W4M and NW-14-61-18 W4M;
- (k) Surface Material Lease No. 060060 in favour of 216 located within SW-13-65-18-W4M;
- (l) Department Licence of Occupation 170011 in favour of 216 located within SE-13-65-18-W4M and SW-13-65-18-W4M;
- (m) Department Licence of Occupation No. 200059 in favour of 216;
- (n) Department Miscellaneous Lease 200017 in favour of 216;
- (o) Temporary Field Authorization 201094 in favour of 216;
- (p) Temporary Field Authorization 201290 in favour of 216;

2. **JMB Dispositions**

- (a) Surface Material Lease No. 120027 in favour of JMB located within SW-30-63-08-W4M;
- (b) Surface Material Lease No. 930040 in favour of JMB located within SE-23-61-07-W4M;
- (c) Surface Material Lease 980116 in favour of JMB located within SW-21-63-12-W4M;
- (d) Department Miscellaneous Lease 120032 in favour of JMB located within NW-20-74-8-W4M;
- (e) Surface Materials Exploration 150106 in favour of JMB located within SW-26-75-11-W4M, SE-34-75-11-W4M, NW-23-75-11-W4M, NE-27-75-11-W4M, SW-35-75-11-W4M, and NW-26-75-11-W4M;
- (f) Surface Materials Exploration 200009 in favour of JMB located within NE-30-81-6-W4M, NE-31-81-6-W4M, SE-31-81-6-W4M, and SW-31-81-6-W4M;
- (g) Department Miscellaneous Lease 120032 in favour of JMB;
- (h) Temporary Field Authorization 194837 in favour of JMB in respect of the lands identified as Mer 4, Rge 07, Twp 062, Sec 18 NW and Mer 4, Rge 08, Twp 062, Sec 13 NE.

3. **JMB Active Royalty Agreements**

- (a) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge Canada Inc. (“**Lafarge**”) in respect of the Aggregate Pit referred to as Moose River for which Lafarge has a surface material lease identified as SML 100043 located at SW-35-61-7-W4M and having 18.46 acres;
- (b) Royalty Agreement made as of June 28, 2019 between JMB and Lafarge in respect of the Aggregate Pit referred to as Oberg for which Lafarge has EPEA Registration 15215-01-01 located on lands described as SE-5-62-7-W4 and having 159.88 acres;
- (c) Royalty Agreement made as of October 29, 2018 between JMB and Jerry Shankowski (945441 Alberta Ltd.) in respect of an Aggregate Pit located at SW 21-56-7-W4, which Aggregate Pit is registered under the EPEA Registration 308161-00-00;
- (d) Royalty Agreement made as of November 8, 2018 between Helen Havener, Gail Havener and JMB in respect of the Aggregate Pit located at NW 16-56-7-W4M, which Aggregate Pit is registered under the EPEA Registration 17395-01-00;
- (e) Royalty Agreement made as of February 26, 2020 between Darren Andrychuk and Daphne Andrychuk and JMB in respect of the Aggregate Pit located at SW 15-57-14-W4.

4. **JMB Inactive Royalty Agreements**

- (a) Royalty Agreement made as of December 31, 2018 between JMB and 302016 Alberta Limited, care of Rose Short, in respect of the Aggregate Pit located at NE-24-56-7-W4, in respect of which JMB holds EPEA Registration 15048-03-02;

- (b) Royalty Agreement made as of January 7, 2020 between Ron and Rita Kucy, Ron and Vonda Hoye, and JMB in respect of an Aggregate Pit located at LSD 1-19-63-9-W4, in respect of which JMB holds EPEA Registration 306490-00-00;
- (c) Royalty Agreement made as of October 27, 2019 between Allan K MacDonald and JMB in respect of an Aggregate Pit located at SE 34-56-7-W4, in respect of which JMB holds EPEA Registration 293051-00-00;
- (d) Royalty Agreement made as of September 30, 2018 between Doug Megley and JMB in respect of an Aggregate Pit located at SW-36-58-16-W4, in respect of which JMB holds EPEA Registration 149949-00-00;
- (e) Royalty Agreement made as of April 30, 2018 between Colleen Penner/Estate of Ed O’Kane and JMB in respect of an Aggregate Pit located at NE 10-57-6-W4, in respect of which JMB holds EPEA Registration 263318-00-00.

Schedule "B"
Fiera Disposed Equipment

Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
2004	Elrus	H4800	Portable Cone Crusher	M3314ER04CC
2008	Kolberg-Pioneer	33-36150 SuperStacker	36" x 150' Portable Telescopic Radial Stacking Belt Conveyor	409329
2014	Global	6GSTAP	6" Trash Pump	1496808
1998	Caterpillar	D8R	Crawler Dozer	7XM02813
2008	Kolberg-Pioneer	33-36150 SuperStacker	36"x150' Portable Radial Stacking Telescopic Belt Conveyor	409329
2010	Kolberg-Pioneer	47-3670S	36"x70' Portable Belt Conveyor	410244
2010	Kolberg-Pioneer		36"x70' Portable Belt Conveyor	410245
2010	Kolberg-Pioneer		36"x70' Portable Stacking Belt Conveyor	410246
2009	Wabash		Tri-Axle Control Van Trailer	1JJV533W99L314662
2013	MTU Onsite Energy	DP550D65- AH1484	550-kW Diesel Generator	366258101013
	Global	6GSTAP	6" Trash Pump - Diesel	S/N:1496808 VIN: 1G9BT1314ED419162
			Initial Supplies to build splitter bin	
1999	Red Deer Industries		Dozer Trap Feeder	RDIBF099000010
2001	Svedala	H-6000 Hydrocone	M2808 Portable Cone Crusher, S/N:SW5873, mounted on Elrus Mode CH660-E00002029 Tri-Axle Carrier	M2765ER01CC
2007	Western Star		Winch tractor and deck 4900SA, Tri-Drive	5KKXAM0067PX64941
2014	Tyalta		60' Transfer belt conveyor	144260350
2011	Clemro		Portable screen plant 7X20-3D	1681-4600
2006	Fabtec		Portable screen plant 6x20	P620332506
2013	Peterbilt		Winch tractor 367, Tandem	1XPTD40X6DD197601
2008	Kenworth	T800	Tandem dump truck (not running)	1NKDL40X88J936319
2007	International Mechanic		truck 4200 SBA	1HTMPAFM67H406957
2008	Kenworth	T800	Tandem dump truck	1NKDL40X68J936318
2015	Ames		End Dump Trailer	2A9073738FA00359
2001	Svedala	H-6000 Hydrocone	M2808 Portable Cone Crusher, S/N:SW5873, mounted on Elrus Mode CH660-E00002029 Tri-Axle Carrier	M2765ER01CC
2007	Western Star		Winch tractor and deck 4900SA, Tri-Drive	
2014	Tyalta		60' Transfer belt conveyor	
2011	Clemro		Portable screen plant	7X20-3D
2006	Fabtec		Portable screen plant 6x20	
2013	Peterbilt		Winch tractor 367, Tandem	
2008	Kenworth	T800	Tandem dump truck (not running)	
2007	International Mechanic		truck 4200 SBA	
2008	Kenworth	T800	Tandem dump truck	
2008	Caterpillar		Generator APS800	
2015	Ames		End Dump Trailer	2A9073738FA00359

Schedule "C"
Fiera Eastside Equipment

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

Schedule "D"
PMSI Property

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
Ford Credit Canada Company	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF3FFC07984
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF7FFC07986
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07988
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF9FFC07990
	2015	Ford	F150	Supercrew Pickup Truck	1FTFW1EF0FFC07991
Ford Credit Canada Leasing, Division of Canadian Road Leasing Company	2016	Ford	F250	Crew Cab Pickup Truck	1FT7W2B66GEB46457
	2018	Ford	F150		1FTEW1EG7JFC34831
	2019	Ford	F150		1FTFW1E53KFA45940
Ford Credit Canada Limited	2016	Ford	F150	Super Crew Pickup Truck	1FTFW1EBFXGFC63082
Proven Financial Group and Canadian Western Bank Leasing Inc. – Broker Buying Centre	2012	Smith - Co	Super B	Tri-Axle Lead Side Dump Trailer	1S9SS3735CL476517
	2012	Smith - Co	Super B	Tandem Axle Pup Side Dump Trailer	1S9SS2929CL476518
	2018	Elrus		6" x 20" Deck Screen	M7102ERC18SC
	2012	Elrus	HD2054	Portable Jaw Crusher	M6028ERC12CJS
	2002	Elrus	M2943 2236	Portable Jaw Crusher	M7102ERC18SC
Caterpillar Financial Services Limited	2015	Caterpillar	972MXE	Articulated Wheel Loader	CAT0972MKEDW00340
	2016	Caterpillar	980M	Wheel Loader	CAT0980MCKRS01308
	2012	Caterpillar	D8T	Crawler Dozer	CAT00D8TEMLN01555
	2014	Caterpillar	246D	Skid Steer Loader	CAT0246DLBYF00587
	2016	Caterpillar	246D	Skid Steer Loader	CAT0246DTBYF02460
VFS Canada Inc.	2017	Volvo	L220H	Wheel Loader	VCEL220HL00002736
TD Equipment Finance, A Division of the Toronto Dominion Bank and Toronto Dominion Bank	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	817775
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847651
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847652
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847655
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847656
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847657
	2015	Superior		36" x 50' Stackable Belt Conveyor with Legs	847658
	2015	Terex Cedarapids	6203	6' x 20' Portable Screening Plant	TRX620HSCOKFK0807
	2014	AMI	Thunderbird II 3054JVE	Electric Portable Jaw Plant with Switchgear	2807-14

Priority Secure Creditor	Year	Manufacturer	Model	Size / Capacity / Asset Type	Serial # / VIN
	2014	CR		30" x 54" Jaw Crusher	TRXJ3054COKEE0657
	2014	AMI	C04521	50" x 20" VGF	2806-14
Komatsu International (Canada) Inc. and SMS Equipment Inc.	2014	Komatsu	WA470-7	Articulated Wheel Loader	10123
	2019	Komatsu	WA500-8	Wheel Loader	A96809
	2019	Komatsu	PC490LC-11	Crawler Excavator	A42247
		Hensley		7.5 CY Spade Nose Bucket	85680
				Wheel Loader C/W 5.5 CYD GP Bucket	
Bank of Montreal	2015	AMI	380C6203CC-D06319	Portable Cone Crusher	2836-15
	2015	AMI	CRC380X	CC Plant	
			MVP380X	Terex Rollercone Crusher	TRXRX380EOKEL0708
			LJ-TSV6203-32	Terex Screen	TRXV6203TDUEG1886
	2018	Midland	TW3000	TR045 - Side Dump Trailer	2MFB2R5D9JR008909
	2016	Midland	TW2500	TR046 - Side Dump Trailer	2MFB2R5C0GR008281
	2018	Midland	TW2500	TR047 - Side Dump Trailer	2MFB2R5C0JR008840
	2019	Midland	TW3000	TR048 - Side Dump Trailer	
	2019	Midland	TW2500	TR049 - Side Dump Trailer	
	2019	Midland	TW3000	TR050 - Side Dump Trailer	
	2019	Midland	TW2500	TR051 - Side Dump Trailer	
	2019	Midland	TW3000	TR052 - Side Dump Trailer	
	2019	Midland	TW2500	TR053 - Side Dump Trailer	
	2019	Midland	TW3000	TR054 - Side Dump Trailer	
	2019	Arnes	Quad Wagon	TR055 - Trailer	
	2019	Arnes	Quad Wagon	TR056 - Trailer	
	2019	Arnes	Quad Wagon	TR057 - Trailer	
	2019	Arnes	Quad Wagon	TR058 - Trailer	
	2019	Arnes	Quad Wagon	TR059 - Trailer	
	2019	Peterbilt	567 Tandem	TT027 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT028 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT029 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT030 - Truck tractor	
	2019	Peterbilt	567 Tandem	TT031 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT032 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT033 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT034 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT035 - Truck tractor	
	2019	Peterbilt	567 Tri-Drive/Box	TT036 - Truck tractor	
	2015	AMI	LJ-TSV 6203-32	Trailer	TRXV6203TDUEG1886